



PPL companies

June 24, 2015

Mr. Jeff Derouen
Executive Director
Public Service Commission of Kentucky
211 Sower Boulevard
Frankfort, Kentucky 40602

Case No. 2015-00208

RE: Application of Louisville Gas and Electric Company for a Certificate of Public Convenience and Necessity Authorizing LG&E to Bid on a natural gas Franchise Established by the City of Windy Hills

Dear Mr. Derouen:

Enclosed please find an original and 10 copies of an Application for a Certificate of Public Convenience and Necessity ("CCN"), to enable Louisville Gas and Electric Company (the "Company") to apply for a natural gas franchise with the City of Windy Hills (the "City") pursuant to KRS 278.020(4). In a public meeting held on May 11, 2015, the City Council of Windy Hills, Kentucky passed Ordinance No. 5, Series 2014/2015, which directed the advertising for bids and selling of a natural gas franchise in the City. The Company asks that the Commission enter an Order granting a Certificate of Public Convenience and Necessity to bid for and acquire a franchise from the City on or before July 7, 2015.

For many years, the Company has been the owner of a franchise granted by the City to erect facilities for providing natural gas service to the City and the inhabitants thereof. The franchise to be obtained will replace the previous franchise.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink that reads "Allyson K. Sturgeon".

Allyson K. Sturgeon

Enclosures

RECEIVED

JUN 25 2015

PUBLIC SERVICE
COMMISSION

LG&E and KU Energy LLC
Legal Department
220 West Main Street
Louisville, Kentucky 40202
www.lge-ku.com

Allyson K. Sturgeon
Senior Corporate Attorney
T 502-627-2088
F 502-217-4995
allyson.sturgeon@lge-ku.com

**BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION**

RECEIVED

JUN 25 2015

PUBLIC SERVICE
COMMISSION

In the Matter of:

**APPLICATION OF LOUISVILLE GAS AND ELECTRIC)
COMPANY FOR A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY AUTHORIZING)
LG&E TO BID ON A FRANCHISE ESTABLISHED BY)
THE CITY OF WINDY HILLS, KENTUCKY)**

CASE NO. 2015-00208

APPLICATION

The Applicant, Louisville Gas and Electric Company ("LG&E"), respectfully states as follows:

1. The Post Office address of the principal office of Applicant is 220 West Main Street, Louisville, Kentucky 40202. LG&E is a Kentucky corporation authorized to do business in the Commonwealth of Kentucky.

2. LG&E is a utility engaged in the business of supplying electric and natural gas service in and to various cities and the inhabitants thereof within the Commonwealth of Kentucky, and has conducted such business for a number of years. The instant filing is made in accordance with Section 278.020(4) of the Kentucky Revised Statutes.

3. Receipt of the requested certificate will allow LG&E to pursue its bid on a new natural gas franchise for which the City of Windy Hills, Kentucky (the "City") has solicited bids pursuant to resolution or ordinance and advertisement, a copy of which is attached hereto as Exhibit A.

4. A certified copy of LG&E's Articles of Incorporation is already on file with the Commission in Case No. 2010-00204 and is incorporated herein by reference pursuant to 807 KAR 5:001, Section 14(2)(a).

5. There is and will continue to be a demand and need for natural gas service in the areas of the City subject to the franchise, and LG&E desires to obtain a franchise in accordance with the bidding protocol established by the City.

6. Should LG&E be successful in acquiring said franchise, it will file copies thereof with the Commission.

WHEREFORE, Louisville Gas and Electric Company asks that the Commission enter an Order granting to LG&E a Certificate of Public Convenience and Necessity to bid for and acquire a franchise from the City on or before July 7, 2015.

Dated at Louisville, Kentucky, this 24th day of June, 2015.



Allyson K. Sturgeon
Senior Corporate Attorney
Louisville Gas and Electric Company
220 West Main Street
Louisville, Kentucky 40202
(502) 627-2088

CITY OF WINDY HILLS, KENTUCKY

ORDINANCE NO. 5, SERIES 2014/2015

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE NATURAL GAS FRANCHISE FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL GAS WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF WINDY HILLS FOR A TWENTY (20) YEAR DURATION, RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE OF UP TO FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF WINDY HILLS' CORPORATE LIMITS AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INDEMNIFICATION; INSURANCE; CANCELLATION OR TERMINATION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WINDY HILLS:

SECTION 1. –

(a) There is hereby created a non-exclusive franchise to enter upon, lay, acquire, construct, operate, maintain, install, use, and repair, in the Right-Of-Way of the City, a system or works for the, transmission, and distribution of natural gas within the corporate boundaries of the City as it now exists or may hereafter be constructed or extended, subject to the provisions of this Ordinance. Such system may include pipes, manholes, ducts, structures, and any other apparatus, equipment and facilities above and below the ground (collectively, “Equipment”) necessary, essential, and/or used or useful to the transmission, distribution and sale of natural gas through the City and to any other town or any portion of the county or to any other county (“Services”). Additionally, the Company shall have the right to use the streets with its service and maintenance vehicles in furtherance of this Franchise. Prior to beginning the construction or installation of any new equipment under this Franchise, the Company shall obtain any necessary governmental permits for such construction or installation, copies of which it shall provide to the City. Work performed by the Company under this Franchise shall be performed in a workmanlike manner and in such a way as not to unnecessarily interfere with the public’s use of City streets. Whenever the surface of any City street is opened, it must be restored at the expense of the Company within a reasonable time to a condition comparable to what it was prior to the opening thereof.

SECTION 2. The following definitions apply to this Ordinance:

City Council means the legislative body of the City of Windy Hills.

Company means the Party or Person that shall become the purchaser of said franchise, or any successor or assignee of such Party or Person.

Facility includes all property, means, and instrumentalities owned, operated, leased, licensed, used, furnished, or supplied for, by, or in connection with the business of the utility in the Right-Of-Way.

Government or City means the City of Windy Hills.

Gross Receipts means those amounts of money which the Company receives from its customers within the City's geographical limits or boundaries for the retail sale and/or transportation of gas as specified in any bid hereunder and memorialized in a binding franchise agreement, under rates, temporary or permanent, authorized by the Council and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn ons, meter sets, non sufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.

Party or Person means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a Utility, a successor or assign of any of the foregoing, or any other legal entity.

Public Utility or Utility means a Party or Person that is defined in KRS Chapter 278.010 as a utility and (i) is subject to the jurisdiction of the Kentucky Public Service Commission or the Federal Energy Regulatory Council, or (ii) is required to obtain a franchise from the Government to use and occupy the Right-Of-Way pursuant to Sections 163 and 164 of the Kentucky Constitution.

Right-Of-Way means the surface of and the space above and below a public roadway, highway, street, freeway, lane, path, sidewalk, alley, court, boulevard, avenue, parkway, cartway,

bicycle lane or path, public sidewalk, or easement held by the Government for the purpose of public travel and shall include Rights-Of-Way as shall be now held or hereafter held by the Government.

SECTION 3. The Franchise created herein shall be non-exclusive and shall continue for a period of twenty (20) years from and after the effective date of this Ordinance, as set forth in Section 5. The Company may, at its option, terminate this Franchise upon forty-five (45) days' written notice if (a) the City breaches any of its obligations hereunder and such breach is not cured within thirty (30) days of the Company's notice to the City of such breach; (b) the Company is not permitted to pass through to affected customers all fees payable by it under Section 9 herein; or (c) the City creates or amends any ordinance or regulation which, in the Company's sole discretion, would have the effect of (i) substantially altering, amending or adding to the terms of this Ordinance, (ii) substantially impairing the Company's ability to perform its obligations under the Franchise in an efficient, unencumbered and profitable way; or (iii) preventing the Company from complying with applicable statutes or regulations, rules or orders issued by the Kentucky Public Service Commission. Without diminishing the Company's rights under this Section 3, the City agrees that to the extent it desires to pass or amend an ordinance or regulation which could have the effect of substantially (i) altering, amending, or adding to the terms of this Ordinance; (ii) impairing the Company's ability to perform its obligations under this Franchise in an efficient, unencumbered and profitable way; or (iii) preventing the Company from complying with applicable statutes or regulations, rules or orders issued by the Kentucky Public Service Commission, that it will first discuss such proposed ordinance or regulation with the Company and the parties shall negotiate in good faith regarding the same.

Neither the City nor any other person or entity shall have any right to use any portion of the Company's natural gas distribution system without payment of a fair value for such system to Company.

SECTION 4. The Company is authorized to operate throughout all the territory within the corporate limits of the City for which it is authorized under state or federal law.

SECTION 5. This Ordinance shall become effective on the date of its passage and publication as required by law. The Franchise created by this Ordinance shall take effect no earlier than thirty (30) days after the City Council accepts the bid(s).

SECTION 6. Subject to Section 3 hereof, the Company will comply with all applicable provisions of lawful City ordinances and regulations (including any amendments thereto), unless such provisions (i) conflict with or impair the Company's ability to comply with any rule, regulation or order issued by the Kentucky Public Service Commission related to the Company's rates or services, or otherwise (ii) are preempted by the action of any state or federal authority with jurisdiction over the Company.

The Company shall not be excused from complying with any of the terms and conditions of this Ordinance by any failure of the Government, upon any one or more occasions, to insist upon the Company's performance or to seek the Company's compliance with anyone or more of such terms or conditions.

SECTION 7. Rights Reserved by City. Subject to the above provisions, the Franchise created by this Ordinance is expressly subject to the right of the City: (i) to repeal the same for misuse, nonuse, or the Company's failure to comply with applicable local, state or federal laws; (ii) to impose such other regulations as may be determined by the City to be

conducive to the safety, welfare and morals of the public; and/or (iii) to control and regulate the use of its Right-Of-Way.

SECTION 8. As consideration for the granting of the Franchise created by this Ordinance, the Company agrees it shall defend, indemnify, and hold harmless the Government from and against claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses asserted against the Government that the Company's use of the Right-Of-Way or the presence or operation of the Company's equipment on or along said Right-Of-Way has caused damage to tangible property or bodily injury, if and to the extent such damage or injury is not caused by the Government's negligence. The Government shall notify the Company in writing within a reasonable time of receiving notice of any issue it determines may require indemnification

SECTION 9. Franchise Fees. The City reserves the right to impose upon the Company a franchise fee at any time after the one year anniversary of the effective date of this Ordinance, and upon prior ninety (90) days written notice to the Company. Should the City exercise said right to impose a franchise fee, the City shall receive payment of a total annual fee of up to five (5) percent of gross receipts per year from the Company's sale of natural gas to gas-consuming entities (which includes businesses, industrial facilities and dwellings) inside the City's corporate limits beginning with receipts from meters read on or after the later of ninety (90) days after the date of the written notice or the effective date of the franchise fee specified in the City's notice; *provided, however*, the City shall notify the Company, at least thirty (30) days prior to the effective date, of any annexations or other changes in the City's boundaries and provide the Company a list, in electronic format, of all addresses within the territory annexed or

added to or de-annexed or otherwise removed from the Government's limits that are to be served by the Company.

Payment of any amount due under this Franchise shall be made on a quarterly basis within forty-five (45) days of the end of the preceding payment period.

No acceptance of any franchise fee payment by the Government shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount nor shall acceptance be deemed a release to any claim the Government may have for future or additional sums pursuant to this Franchise. Any additional amount due to the Government shall be paid within ten (10) days following written notice to the Company by the Government.

As further consideration for the granting of this Franchise, the Company agrees to pay all publication costs the City incurs in the granting of this Franchise. The above-mentioned costs shall be invoiced by the City to the Company and the Company shall pay said costs within thirty (30) days of receipt of said invoice.

Any other fees assessed to the Company in connection with the Company's use of the City's public ways, including fees associated with permits and licenses of whatever nature, shall be payable by the Company only if and to the extent the Company is authorized by the Kentucky Public Service Commission (or its successor) to pass through such fees to the entities served by it inside the City's corporate limits.

To the extent the Company actually incurs other reasonable incremental costs in connection with its compliance with the Government's ordinances, the Government agrees that the Company may recover such amounts from its customers pursuant to the terms of a tariff filed with and approved by the Kentucky Public Service Commission, if otherwise permitted by law.

SECTION 10. The Company shall maintain in force through the term of the Franchise insurance coverage for general liability insurance, auto liability and workers compensation, in accordance with all applicable laws and regulations. The Company shall maintain a general liability and auto liability coverage minimum limit of \$2,000,000 per occurrence. The Company may elect to self-insure all or part of this requirement.

SECTION 11. The Company agrees to charge such rate or rates as may from time to time be fixed by the Public Service Commission of Kentucky or any successor regulatory body.

SECTION 12.

(a) In addition to all other rights and powers pertaining to the Government by virtue of the Franchise created by this Ordinance or otherwise, the Government, by and through its City Council, reserves the right to terminate and cancel this Franchise and all rights and privileges of the Company hereunder in the event that the Company:

(1) Willfully violates any material provision of this Franchise or any material rule, order, or determination of the Government made pursuant to this Franchise, except where such violation is without fault or through excusable neglect;

(2) Willfully attempts to evade any material provision of this Franchise or practices any fraud or deceit upon the Government;

(3) Knowingly makes a material misrepresentation of any fact in the application, proposal for renewal, or negotiation of this Franchise; or

(4) Is no longer able to provide regular and customary uninterrupted service to its customers in the franchise area.

(b) Prior to attempting to terminate or cancel this Franchise pursuant to this section, the City's Mayor or his or her designee, or the City Council shall make a written demand that the Company do or comply with any such provision, rule, order or determination. If the violation, found in Section 12(a), by the Company continues for a period of thirty (30) days following such written demand without written proof that corrective action has been taken or is being actively and expeditiously pursued, the Government may place its request for termination of this Franchise as early as the next regular City Council meeting agenda. The Government shall cause to be served upon Company, at least ten (10) days prior to the date of such City Council meeting, a written notice of intent to request such termination and the time and place of the meeting, legal notice of which shall be published in accordance with any applicable laws.

(1) It shall be a defense to any attempt to terminate and cancel this Franchise that the Company was relying on federal law, state law, or a valid tariff in acting or not acting on the issue in dispute.

(2) The City Council shall consider the request of the Government and shall hear any person interested therein, and shall determine in its discretion, whether or not any violation by the Company was with just cause.

(3) If such violation by the Company is found to have been with just cause, the City Council shall direct the Company to comply therewith within such time and manner and upon such terms and conditions as are just and reasonable.

(4) If the City Council determines such violation by the Company was without just cause, then the City Council may, by resolution, declare that this Franchise of the Company shall be terminated and forfeited unless there is compliance by the Company within such period as the City Council may fix.

(c) Any violation by the Company or its successor of the material provisions of this Franchise, or the failure promptly to perform any of the provisions thereof, shall be cause for the forfeiture of this Franchise and all rights hereunder if, after written notice to the Company and an opportunity to cure, such violations, failure or default continue as set forth in Section 12(a).

SECTION 13. Right to Cancel. The City Council shall have the right to cancel the Franchise created by this Ordinance thirty (30) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said thirty (30) days, unless:

1. Within thirty (30) days after his election of appointment, such receiver or trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; and,
2. Such receiver or trustee, within said thirty (30) days shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance and the Franchise granted to the Company.

SECTION 14. In the event the sale of natural gas is deregulated within the Commonwealth of Kentucky, and deregulation results in a material shortfall of revenue to the Government, the Government shall have the option of terminating this Franchise with the Company. If this Franchise is terminated by the Government pursuant to this provision, the Government and the Company shall have a duty to negotiate in good faith with respect to offering a mutually acceptable franchise to the Company.

SECTION 15. The Company shall have the authority to trim trees that are located within or overhang the Right-Of-Way to maintain and operate natural gas pipelines and other Facilities of the Company. Any trimming, removal or other disturbance of trees shall conform to all lawful ordinances, requirements and directives of the Government, and the Company shall make available upon reasonable request of the Government, information regarding its tree-trimming practices. In the event that the Company fails to timely and sufficiently respond to a legitimate and reasonable complaint regarding its failure to trim such trees, and such complaint is made known to the Government, the Government shall contact the Company with respect to such matter and attempt to reach a satisfactory result. Notwithstanding the foregoing, this provision in no way limits any existing or future lawful rights that the Government may have with respect to such trees.

SECTION 16. This Ordinance and any Franchise awarded pursuant to it shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. The venue for any litigation related to this Ordinance and any Franchise awarded pursuant to it shall be in a court of competent jurisdiction in Jefferson County, Kentucky.

SECTION 17. This Ordinance and any Franchise awarded pursuant to it does not create a contractual relationship with or right of action in favor of a third party against either the Government or the Company.

SECTION 18. If any section, sentence, clause or phrase of this Ordinance is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remaining Ordinance.

SECTION 19. It shall be the duty of the City's Mayor, or his/her designee, to offer for sale at public auction the Franchise and privileges created hereunder. Said Franchise and privileges shall be sold to the highest and best bidder or bidders at a time and place fixed by the City's Mayor after he or she has given due notice thereof by publication or advertisement as required by law. In awarding the franchise, the City shall consider the technical, managerial, and financial qualifications of the bidder to perform its obligations under the franchise.

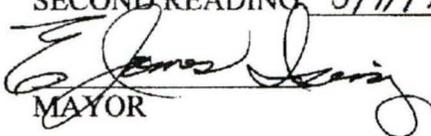
SECTION 20. Bids and proposals for the purchase and acquisition of the franchise and privileges hereby created shall be in writing and shall be delivered to the City's Mayor, or his/her designee, upon the date(s) and at the times(s) fixed by him or her in said publication(s) or advertisement(s) for receiving same. Thereafter, the City's Mayor shall report and submit to the City Council, at the time of its next regular meeting or as soon as practicable thereafter, said bids and proposals for its approval. The City Council reserves the right, for and on behalf of the Government, to reject any and all bids for said franchise and privileges; and, in case the bids reported by the City's Mayor shall be rejected by the Council, it may direct, by resolution or ordinance, said franchise and privileges to be again offered for sale, from time to time, until a satisfactory bid therefore shall be received and approved.

In addition, any bid submitted by a corporation or person not already owning within the territorial limits of the City a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance must be accompanied by cash or a certified check drawn on a bank of the Commonwealth of Kentucky, or a national bank, equal to five percent (5%) of the fair estimated cost of the system required to render the service, which check or cash shall be forfeited to the Government in case the

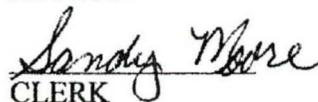
bid should be accepted and the bidder should fail, for thirty (30) days after the confirmation of the sale, to pay the price and to give a good and sufficient bond in a sum equal to one-fourth (1/4) of the fair estimated cost of the system to be erected, conditioned that it shall be enforceable in case the purchaser should fail, within sixty (60) days, to establish and begin rendering the service in the manner set forth in this Ordinance. Bids shall include such documentation as is necessary to support the bidder's determination of the fair estimated cost of the system required to render the service. The Government reserves the right to review any of bidder's supporting documentation which justifies bidder's determination of said estimated cost. Such deposit need not be made by a corporation or person already owning within the territorial limits of the City a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance. Bids approved by the City Council shall be formalized in a binding franchise agreement between the bidder and the City within thirty (30) days of said approval.

FIRST READING: 4/13/15

SECOND READING: 5/11/15


MAYOR

ATTEST:


CLERK

PUBLISHED: _____

LEGAL
PUBLIC NOTICES

NOTICE OF SALE OF ELECTRIC FRANCHISE

NOTICE IS HEREBY GIVEN that the City of Windy Hills, Kentucky, will on July 10, 2015, at 10:00 a.m., at City Hall, 4350 Brownsboro Rd., Ste 110, Windy Hills, Kentucky, consider offers for sale to the highest and best bidder, plus all costs, including advertising cost, a franchise as defined in Ordinance 6-2014-2015, adopted by the City Council on May 11, 2015, the full text of which Ordinance is available for inspection in the Office of the City Clerk, City Hall, 4350 Brownsboro Rd., Ste 110, Windy Hills, Kentucky, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday:

ORDINANCE NO. 6, SERIES 2014/2015

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE ELECTRIC FRANCHISE FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICAL ENERGY WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF WINDY HILLS FOR A TWENTY (20) YEAR DURATION, RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE OF UP TO FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF ELECTRICITY TO ELECTRIC-CONSUMING ENTITIES INSIDE THE CITY OF WINDY HILLS' CORPORATE LIMITS AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INDEMNIFICATION; INSURANCE; CANCELLATION OR TERMINATION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.

Sealed bids are to be delivered to Sandy Moore, City Clerk, City Hall, 4350 Brownsboro Rd., Ste 110, Windy Hills, Kentucky 40207 to be publicly opened and read at 10:00 a.m., on July 10, 2015.

The City of Windy Hills reserves the right to accept any bid, to reject any and all bids, to waive any irregularities or informalities in awarding the franchise, and to accept what, in its opinion, is the lowest, responsible, and best bid which is in the best interest of, and most advantageous to, the City.

NOTICE OF SALE OF NATURAL GAS FRANCHISE

NOTICE IS HEREBY GIVEN that the City of Windy Hills, Kentucky, will on July 10, 2015, at 10:00 a.m., at City Hall, 4350 Brownsboro Rd., Ste 110, Windy Hills, Kentucky, consider offers for sale to the highest and best bidder, plus all costs, including advertising cost, a franchise as defined in Ordinance 5, Series 2014-2015, adopted by the City Council on May 11, 2015, the full text of which Ordinance is available for inspection in the Office of the City Clerk, City Hall, 4350

GENERAL ACCEPTANCE LLC NOTICE OF PUBLIC REPOSSESSION SALE

DATE: 06/25/2015
TIME: 9:30 am
PLACE: LOUISVILLE AUTO AUCTION
ADDRESS: 5425 HWY 31
CITY: CLARKSVILLE, IN 407129
PHONE: 812-283-0734

- 05 SILV FORD EXPLOR A12831
- 02 SILV CHEVY TRAILBLZ 113222
- 06 WHT CHEVY IMPLA 292368
- 02 RED CHEVY IMPLA 206166
- 06 SILV MITS GALANT 075262
- 06 BLUE BUICK LACROS 264740
- 99 TAN BUICK LASABRE 413785
- 03 RED TOYOTA CAMRY 171018

NOTICE OF SPECIAL MEETING OF COUNTRY MUTUAL INSURANCE COMPANY@ POLICYHOLDERS TO VOTE ON PROPOSED MERGER

Notice is hereby given that at a meeting of the Board of Directors of COUNTRY Mutual Insurance Company ("COUNTRY Mutual") held on March 18, 2015, it was determined that a merger of Modern Service Insurance Company ("Modern"), an Illinois domiciled stock insurance company, with and into COUNTRY Mutual, an Illinois domiciled mutual insurance company, is desirable, and the Board further determined to submit to a vote of policyholders the question of such merger in accordance with the terms approved and recommended by the Board. The Board of COUNTRY Mutual, by resolution, authorized the COUNTRY Mutual policyholder vote to occur at a special meeting of COUNTRY Mutual which will be held on the 4th day of August, 2015, at 9:00 a.m. CST at 1701 Towanda Avenue, Bloomington, IL to consider and vote on the proposed terms of the merger approved and recommended by the Boards as aforesaid and further to consider and act on any and all matters that may be brought before said meetings.

THEREFORE, pursuant to such actions and orders, notice is hereby given of such special meeting of policyholders to be held at the time and place aforesaid to consider and vote on the question of merger of said companies and the terms thereof. A Summary of the Plan of Merger is as follows:

Under the terms of the proposed Plan of Merger ("Plan") between Modern and COUNTRY Mutual, Modern will merge with and into COUNTRY Mutual which shall be the surviving company. The Plan shall be contingent upon the transfer of Modern assets and liabilities to COUNTRY Mutual prior to the merger. The Plan further provides that COUNTRY Mutual shall possess all the rights, privileges, immunities, powers and franchises of a public as well as a private nature, of Modern on the Merger Effective Date. All property, real, personal, and mixed, and all debts due on whatever account, and every other interest of belonging to or due Modern, shall be deemed to be transferred to and vested in COUNTRY Mutual. COUNTRY Mutual shall be responsible and liable for all of the liabilities and obligations of Modern. The Plan also provides

INDEPENDENT CONTRACTOR WANTED
To deliver the Courier-Journal in Louisville and Southern Indiana
Call all and leave message today
502-582-7065

Line Cook (F/T) / Driver (F/T&P/T) Restaurant Server (F/T&P/T)
Hiring Immediately!!!
Line Cook - Full Time
Server - Full Time & Part Time
Driver - Full Time & Part Time
Apply: BelmontVillageJobs.com
or in Person at: Belmont of St. Matthews, A Senior Living Community, 1600 Bowling Blvd., Louisville, KY 40207 EOE

Security Officer
Part-time, Weekend Shift. \$10/Hour
In the 40218 zip code
Please Send Resumes to
magsten@sunstatesecurity.com

SALES

Outside Salesperson
ASL, a small business located in the Charleston, WV area has an immediate opening for an Outside Salesperson. PEO Knowledge preferred. Salary and commissions based on experience. Benefits include company paid health, dental, life insurance, 401K, car allowance and paid vacation.
Please send resume to
receptionist@asllcww.com

Sales Position
Exciting job looking for great people. Don't miss out, we have super pay plan & benefits including 401K & pd vacation.
Please call Joe or Jeremy at:
(502) 968-2201

SKILLED LABOR

AUTO DETAILERS WANTED
Full time, male or female
Drivers license required
No experience necessary
Clarksville, IN 47129
If interested call (812) 258-0288
or email
autoreflexions.louisville@gmail.com

DRIVERS

Delivery Driver / Service Technician
Local Propane Company seeking Full Time Delivery Driver/Service Technician. Great pay and benefits. CDL License with Haz-Mat required
Send Resume to Shelby County Co-Op, 2350 E. St. Rd. 44, Shelbyville, IN 46176

REAL ESTATE

PUBLISHER'S NOTICE
It is illegal under fair housing laws to advertise any preference, limitation, or discrimination based on race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity, or any intention to make any such preference, limitation, or discrimination. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. Please notify the Louisville Metro Human Relations Commission at 502-574-3311 if you feel there has been a violation.

DOWNTOWN - 5th & York. Historic, 1-2 BR, multi-level, \$800/up, parking, MOHSARRAT 502-459-2487

EAST - Mobile home, utilities included, weekly rental, near x-way. 458-7069

HIKES PT / Klondike area, 2 BR Apts. Newly remodeled, w/d, lease w/ dep. \$30 appl. fee required. For those who qualify. No pets, \$650 + util. 502-303-3959; 502-356-6860

SHIVELY - Dixie & Watterson, 2 BR Luxury, No Sec. 8, \$565/mo. + util. Dixie Downs 502-448-1449

WATTERSON LAKEVIEW APTS.
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Windy Hills, Kentucky, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday:

**ORDINANCE NO. 5,
SERIES 2014/2015**

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE NATURAL GAS FRANCHISE FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL GAS WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF WINDY HILLS FOR A TWENTY (20) YEAR DURATION, RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE OF UP TO FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF NATURAL GAS TO GAS-CONSUMING ENTITIES INSIDE THE CITY OF WINDY HILLS' CORPORATE LIMITS AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INDEMNIFICATION; INSURANCE; CANCELLATION OR TERMINATION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.

Sealed bids are to be delivered to Sandy Moore, City Clerk, City Hall, 4350 Brownsboro Rd., Ste 110, Windy Hills, Kentucky 40207 to be publicly opened and read at 10:00 a.m., on July 10, 2015.

The City of Windy Hills reserves the right to accept any bid, to reject any and all bids, to waive any irregularities or informalities in awarding the franchise, and to accept what, in its opinion, is the lowest, responsive, responsible and best bid which is in the best interest of, and most advantageous to, the City.

fective after the approval by the Board of Directors of each company, and only after the approval of two-thirds of the votes cast by voting policyholders of COUNTRY Mutual and by the shareholder of Modern and the approval of the Director of Insurance of the State of Illinois, and for such other provisions as are appropriate to the effectuation of said merger.

Said vote on the merger of said companies and the terms thereof may, at the election of any policyholder not represented in person at the aforesaid annual meeting of the policyholders, be effected by proxy, in due form, submitted by said policyholder and subject to proof of authenticity by the company. The record date for determining policyholders entitled to notice of and to vote at the special policyholders' meeting is June 15, 2015.

Dated this 22 day of June 2015.

COUNTRY Mutual Insurance Company
By: Richard L. Guebert
Its President
Pub: June 24, July 1, July 8, 2015

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