

# CRAWFORD & BAXTER, P.S.C.

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May 25, 2017

RECEIVED

MAY 25 2017

PUBLIC SERVICE  
COMMISSION

Ms. Talina Mathews  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602

Case No. 2017-00218

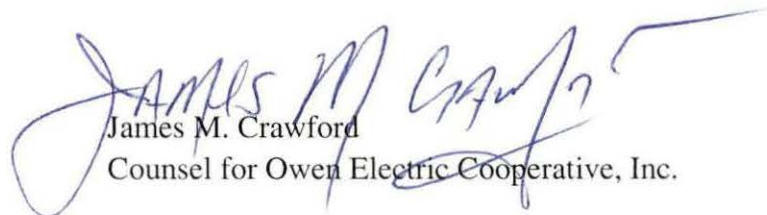
RE: Application of Owen Electric Cooperative, Inc. for a Certificate of Public Convenience and Necessity Authorizing the Bid on a Franchise from the City of Crittenden

Dear Ms. Mathews:

Please find enclosed for filing with the Commission an original and ten copies of an Application for a Certificate of Public Convenience and Necessity ("CPCN") to enable Owen Electric Cooperative, Inc. ("Owen Electric") to apply for an electric franchise with the City of Crittenden ("City") pursuant to KRS 278.020(4). In a meeting held on May 2, 2017, the City adopted Ordinance No. 256-2017, which directed the solicitation and advertising for bids for non-exclusive franchises for the use of the public streets, alleys and other public grounds of the City for the transmission and distribution of either or both natural gas and electricity through and for consumption within the City.

If you have any questions, please contact me.

Respectfully yours,

  
James M. Crawford  
Counsel for Owen Electric Cooperative, Inc.

Enclosures

RECEIVED

MAY 25 2017

PUBLIC SERVICE  
COMMISSION

BEFORE THE  
KENTUCKY PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF OWEN ELECTRIC COOPERATIVE, )  
INC. FOR A CERTIFICATE OF PUBLIC CONVENIENCE )  
AND NECESSITY AUTHORIZING THE BID ON A ) CASE NO. 2017-00218  
FRANCHISE FROM THE CITY OF CRITTENDEN, )  
KENTUCKY )

APPLICATION

Comes now the Applicant, Owen Electric Cooperative, Inc. (“Owen Electric” or “Applicant”) by and through counsel, pursuant to KRS 278.020(4) and 807 KAR 5:001, Sections 14, 15(1), and related sections, and for its Application requesting that the Public Service Commission (“Commission”) enter an Order granting a Certificate of Public Convenience and Necessity (“CPCN”) to bid for a franchise from the City of Crittenden (“City”) respectfully states as follows:

Pursuant to 807 KAR 5:001, Section 14(1), Applicant’s mailing address is Owen Electric Cooperative, Inc., P.O. Box 400, 8205 Highway 127 North, Owenton, Kentucky 40359. The electronic mailing address of Applicant is [psc@owenelectric.com](mailto:psc@owenelectric.com).

Pursuant to 807 KAR 5:001, Section 14(2), Owen Electric states that it incorporated in the Commonwealth of Kentucky on June 8, 1937, and attests that it is currently in good standing.

Pursuant to 807 KAR 5:001, Section 15(1)(a)2, the name of the governmental agency offering the franchise is the City of Crittenden.

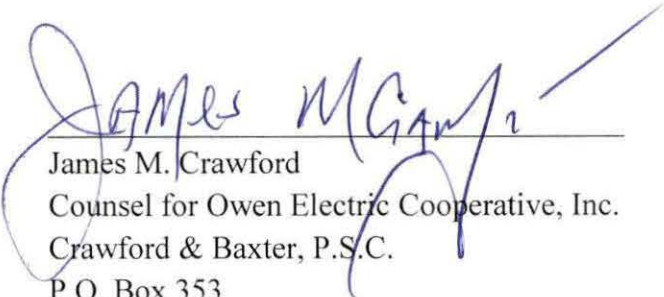
Pursuant to 807 KAR 5:001, Section 15(1)(a)3, the type of franchise offered by the City is outlined in its Legal Notice and in Ordinance No. 256-2017, provided as Exhibit 1 to this Application.

Pursuant to 807 KAR 5:001, Section 15(1)(a)4, there is and will continue to be a demand and need for electric service in the areas of the City subject to the franchise, and Owen Electric desires to obtain a franchise in accordance with the bidding protocol established by the City.

Pursuant to 807 KAR 5:001, Section 15(b), if Owen Electric is successful in acquiring said franchise, it shall file a copy with the Commission using the electronic tariff filing system.

WHEREFORE, Owen Electric Cooperative, Inc. respectfully requests that the Commission enter an Order granting a Certificate of Public Convenience and Necessity ("CPCN") to bid for an electric franchise from the City of Crittenden.

Dated at Owenton, Kentucky, this 25 of May 2017.



James M. Crawford  
Counsel for Owen Electric Cooperative, Inc.  
Crawford & Baxter, P.S.C.  
P.O. Box 353

Carrollton, Kentucky 41008

Phone: (502) 732-6688

Fax: (502) 732-8303

E-Mail: Jcrawford@cbkylaw.com

ORDINANCE NO. 256-2017

**AN ORDINANCE OF THE CITY OF CRITTENDEN, GRANT COUNTY, KENTUCKY, ESTABLISHING A NON-EXCLUSIVE FRANCHISE FOR THE USE OF THE PUBLIC STREETS, ALLEYS AND OTHER PUBLIC GROUNDS OF THE CITY FOR THE TRANSMISSION AND DISTRIBUTION OF EITHER OR BOTH NATURAL GAS AND ELECTRICITY THROUGH AND FOR CONSUMPTION WITHIN THE CITY; AND PROVIDING THE TERMS THEREOF.**

**WHEREAS**, both Duke Energy Kentucky, Inc. ("Duke Energy") and the Owen Electric Cooperative, Inc. ("Owen Electric") are public utilities subject to the provisions of Sections 163 and 164 of the Kentucky Constitution and K.R.S. 96.010 through 96.045; and

**WHEREAS**, Sections 163 of the Kentucky Constitution prohibits public utilities from using the streets, alleys and other public grounds within a city without a franchise for that use; and

**WHEREAS**, both Duke Energy and Owen Electric now use the streets, alleys and public grounds of the City of Crittenden ("City") for the transmission and distribution of either or both electricity and natural gas through and for consumption within the City; and

**WHEREAS**, Duke Energy is a successor to the Union Light, Heat and Power Company ("ULH&P"); and

**WHEREAS**, ULH&P had a franchise for the use of the City streets, alleys and public grounds for the transmission and distribution of electricity through and for consumption within the City; but that franchise expired pursuant to the terms thereof; and

**WHEREAS**, neither Duke Energy nor Owen Electric currently have a franchise for the use of the streets, alleys and public grounds of the City for the transmission and distribution of either or both electricity and natural gas through and for consumption within the City;

**NOW, THEREFORE**, for the purpose of complying with the Constitution and Statutes of Kentucky and pursuant to the authority and requirements of Sections 163 and 164 of the Kentucky Constitution and K.R.S. 96.010 through 96.045:

**BE IT ORDAINED** by the City of Crittenden as follows:

**Section 1.0 – Definitions**

As used herein, the following words and phrases have the meanings indicated for them:

- 1.1 The word "City" means the City of Crittenden in Grant County, Kentucky.
- 1.2 The words "continuing default" mean a default lasting for a period of more than thirty (30) consecutive calendar days.

- 1.3 The word "facilities" means the tangible apparatus, equipment and instrumentalities and the appurtenances thereto used for the transmission and distribution of either or both electricity and natural gas through and within public property in the City, including, without limitation, poles, wires, cables, cross-arms, conduits, anchors, junction boxes, manholes, mains, pipes and valves.
- 1.4 The word "Franchisee" means the entity to which the City has awarded and granted a franchise hereby established.
- 1.5 The words "public property" means real estate in the City of Crittenden that has been dedicated or is otherwise open to public use and is subject to regulation by the City of Crittenden.
- 1.6 The words "calendar quarter" mean three months (1/4) of a calendar year composed of the months of either: (a) January, February and March; , or (b) April, May and June; or (c) July, August and September; or (d) October, November and December.

#### **Section 2.0 – Franchise**

There is hereby established a non-exclusive franchise for the use of the public property within the City for the transmission and distribution of either or both electricity and natural gas for consumption both within and outside of the City.

#### **Section 3.0 – Terms of Franchise**

As required by K.R.S. 96.010, the terms and conditions of the franchise hereby established are as follows:

##### **3.1 Bidding Requirement**

Pursuant to Section 164 of the Kentucky Constitution, before granting the franchise hereby established, the City shall first, after due advertisement, receive bids therefor publically, and award it to the highest and best bidder; but the City shall have the right to reject any and all bids.

##### **3.2 Bond Requirement**

Pursuant to the requirements of K.R.S. 96.020(1), each bid for the franchise hereby established shall include cash or a certified check equal to five percent (5%) of the fair estimated cost of the plant required to render the service. The deposit shall be forfeited to the City in case the bid is accepted and the bidder fails, for thirty (30) days after the confirmation of the sale, to pay the price bid and to give a sufficient bond in a sum equal to one-fourth (1/4) of the fair estimated cost of the plant to be erected. The bond shall be conditioned to be enforceable in case the person giving it fails, within a reasonable time, to

establish a suitable plant for rendering the service and begin rendering the service in the manner set forth in the terms of the sale; provided, however, that pursuant to the provisions of K.R.S. 96.020(2), this section 3.2 shall not apply to a person already owning a plant and equipment sufficient to render the service required under the franchise hereby established.

3.3 Reservation of Rights

Pursuant to the requirements of K.R.S. 96.070, the City hereby reserves all of the rights identified therein and within the meaning thereof; and the City shall have all of the rights, privileges and authority established thereby; and the Franchisee shall comply with all of the lawful exercise thereof by the City and with all other laws, rules and regulations of all governmental agencies having jurisdiction thereof. Franchisee shall not object to the City making occasional requests to Franchisee for the minor use of utility poles to attach objects such as flags, ribbons, plaques and banners for special events. The City agrees it will obtain written consent from the Franchisee prior to placing any sign, banner, flag or other object on the Franchisees' facilities. The City understands that the Franchisee must be certain that such attachment will not cause any adverse impact to the Franchisee's facilities or ability to serve its customers and that such attachment may not violate any federal, state, local or industry requirement.

3.4 Franchise Non-exclusive

The franchise hereby established is not an exclusive franchise. It is a non-exclusive franchise; and the City reserves the right to also grant the franchise hereby established to others in accordance with the Kentucky Certified Service Territories Act at KRS 278.016, *et seq* and other applicable law.

3.5 Franchise Not Assignable

The franchise established hereby shall not be assignable without the written consent of the City; however, the Franchisee may assign the franchise to any affiliate which may, during the term of the franchise assume the obligation to provide electricity and/or natural gas throughout and for consumption within the City without being required to seek the City's consent to such assignment.

3.6 Franchise Area

The franchise established hereby shall be for the use of those portions of the public property within the City that are included in the territory for which the

Franchisee has been certified by the Public Service Commission of Kentucky pursuant to K.R.S. Chapter 278.

3.7 Effective Period of Franchise

The franchise established hereby shall be effective for a period of five (5) years, beginning on the first day of the calendar month immediately following the grant and award of a franchise hereby established to a Franchisee and ending five (5) years thereafter, unless previously terminated by the City pursuant to the provisions hereof or as otherwise provided by operation of law.

3.8 Franchise Termination

In the event of any continuing default by a Franchisee of any of the obligations of the franchise hereby established and after a written notice and description thereof to the Franchisee from the City by certified mail, return receipt requested, and upon the failure of the Franchisee to reasonably cure the default within a reasonable period of time, the City may terminate the franchise awarded and granted to the defaulting Franchisee, through a written notice thereof to the Franchisee, by certified mail, return receipt requested, to be effective no less than ninety (90) days from delivery of said written notice.

3.9 Franchise Rights and Privileges During Effective Period

While the franchise established hereby is effective, the Franchisee may engage in the following activities; but always subject to the rights reserved by the City pursuant to the provisions of the previous Section 3.3 hereof:

3.9.1 Continuation of Existing Facilities

The continued operation, use, maintenance, repair construction and/or re-construction to the existing condition thereof all of the facilities of the Franchisee within or upon any public property within the City.

3.9.2 New Facilities

The Franchisee shall provide commercially reasonable notice of any non-emergency extension or expansion of any existing facilities of the Franchisee, or the construction or installation of new facilities within the franchise area; and the plans and specifications for such new facilities to the City. The Franchisee shall abide by the City's permitting process and

receive the necessary approval thereof by the Mayor or the designee thereof, which approval shall not be withheld unless the extension, expansion, construction or installation described in those plans and specifications is contrary to the public health, safety, welfare and convenience. In the event that any request for the extension or expansion of any existing facilities of the Franchisee or the construction or installation of new facilities of the Franchisee is denied by the Mayor or his designee, such denial shall be set forth in writing with the basis of the denial set forth therein within thirty (30) days of the Franchisee's notice. If written denial or approval is not received within thirty (30) days of the Franchisee's notice, the extension, expansion, construction or installation request shall be deemed approved. The City acknowledges that the Franchisee has a statutory duty to provide adequate, efficient and reasonable service and that the Franchisee shall not be prevented from fulfilling that statutory obligation due to any delay by the Mayor or the designee thereof in giving or failing to give any approval described herein.

### 3.9.3 Pavement Removal, Excavation and Grading

The Franchisee shall provide commercially reasonable notice of any non-emergency removal or revision of any pavement and any excavation and grading reasonably necessary within any public property in the franchise area and the plans and specifications for such new facilities to the City. The Franchisee shall abide by the City's permitting process and receive necessary approval thereof by the Mayor or the designee thereof, which approval shall not be withheld unless the proposed pavement removal, excavation or grading are contrary to the public health, safety, welfare and convenience. In the event that any request for pavement removal or revision, excavation or grading is denied by the Mayor or his designee, such denial shall be set forth in writing with the basis of the denial set forth therein within thirty (30) days of the Franchisee's notice. If a written denial or approval is not received within thirty (30) days, the removal or revision of any pavement and any excavation and grading shall be deemed approved. The City acknowledges that the Franchisee has a statutory duty to provide adequate, efficient and reasonable service and that the Franchisee shall not be prevented from fulfilling that statutory obligation due to any delay by the Mayor or the designee thereof in giving or failing to give any approval described herein.



3.9.4 Right of Way Maintenance

The Franchisee shall have the right, without payment of fees, to cut, trim or remove any trees, overhanging branches or other obstructions on public property which in the reasonable opinion of the Franchisee may endanger or interfere with the efficient installation or maintenance of facilities. If, during the franchise period, the City closes to public use any public property in or on which facilities of the Franchisee are located, the City shall make such provisions as may be legal and necessary to grant the Franchisee the right to retain the facilities thereof within that public property, along with the rights to maintain and operate such facilities.

3.9.5 Other Activities

All other activities that are reasonably necessary for the use by the Franchisee of the public property within the franchise area pursuant to the provisions of the franchise hereby established.

3.10 Franchisee Obligations During Elective Period

While this franchise is effective the Franchisee shall:

3.10.1 Surety Bond

Provide the City with and continually maintain a surety bond with (a) the City as the Oblige; and (b) the Franchisee as the Principle; and (c) a surety approved by the Mayor of the City, in an amount equal to \$50,000.00 conditioned upon the faithful performance by the Franchisee of the terms and conditions of the franchise hereby established; provided, however, that this requirement may be waived by the Mayor or the designee thereof upon the reasonable satisfaction thereof with the net worth of the Franchisee.

**3.10.2 Liability Insurance**

Provide the City with and continually maintain a comprehensive policy of liability insurance, with the Franchisee and the City as named insureds, and with limits of not less than \$500,000.00 per person and \$1,000,000.00 per occurrence, by which the Franchisee and the City are insured against any legal liability to others that is in any way related to any acts or omissions of the Franchisee pursuant to the franchise hereby established; provided, however, that this requirement may be waived by the Mayor or the designee thereof upon the reasonable satisfaction thereof with the net worth of the Franchisee. The City acknowledges that Duke Energy is self-insured for all insurance coverages and obligations under this Agreement and shall provide a Letter of Self-Insurance to the City upon execution of this Agreement. The City acknowledges that Owen Electric is unable to add the City as a named insured, but can name the City as an additional insured.

**3.10.3 Provision of Electricity and Natural Gas**

Provide either or both electricity and natural gas to the consumers thereof within the City that is no less in character, quantity and geographical area than that provided at the time a franchise established hereby is granted and awarded to the Franchisee; and also equal to and no less in character and quantity than that provided to consumers thereof outside of the City and according to the same terms, conditions, rates, charges and costs as approved by the Kentucky Public Service Commission ("Commission").

**3.10.4 Maintenance of Facilities**

Cause the facilities of the Franchisee within the franchise area to be maintained and repaired to a condition that is functional and safe and not a hazard to the public health, safety, welfare and convenience.

**3.10.5 Prosecution of Work**

During the construction, maintenance, repair, replacement, re- construction, expansion, extension, new construction or installation of any of the facilities of the Franchisee, the Franchisee shall promptly and diligently prosecute such activities to completion within a reasonable time, and at the least possible hazard to the public health, safety, inconvenience and general welfare; and, upon completion thereof, the public property of the City in which those activities occurred shall be restored by the Franchisee to a condition that is as good or better than the condition thereof at the time of the commencement of those activities.

3.10.6 Relocation of Facilities

During any construction, maintenance, repair, replacement, improvement or expansion by the City of any of the public property within the franchise area or any improvements therein other than the facilities of the Franchisee, or at any other time, the Franchisee shall, remove, relocate or adjust any of the facilities of the Franchisee in such public property within a reasonable time after a written request therefor from the City.

3.10.7 Reserved Rights of the City

Comply with the exercise by the City of all of the rights thereof reserved by the City pursuant to the provisions of the previous Section 3.3 hereof.

3.10.8 Franchise Fee

Pay to the City within thirty (30) days after the end of each calendar quarter a franchise fee equal to three percent (3%) of the gross receipts of the Franchisee from the sale of electricity and natural gas for consumption within the City during the previous calendar quarter, along with a certification signed by an officer of the Franchisee or a Certified Public Accountant employed by or on behalf of the Franchisee indicating the quarter's gross receipts, payment calculation, and any necessary gross-ups for collections by

the Franchisee. The franchise fee required hereby is not in substitution or in lieu of any other tax, fee, imposition or charge for which the Franchisee would otherwise be responsible and liable. The franchise fee required hereby is in consideration of the use of the public streets, alleys and other public grounds within the City by the Franchisee pursuant to the provisions of the franchise hereby established, since such use is a valuable right in property, the acquisition and maintenance of which is very expensive to the City; and, without such use, the Franchisee would be required to acquire easements in private property for the transmission and distribution of either or both electricity and natural gas, at considerable expense to the Franchisee.

#### 3.10.9 Release

Release, acquit and forever discharges the City, and all of the officers, agents, employees, successors and assigns thereof, from each, every, any and all obligations and liabilities of any of them to the Franchisee and the successors and assigns thereof for each, every, any and all personal injuries, property damage, costs, expenses, losses, compensation and all other damages of every kind and nature, and all claims and causes of action therefore, at law, or in equity, which may accrue to the Franchisee and the successors and assigns thereof, through any act, omission, event or occurrence proximately caused by any negligence of the City that is in any way related to the franchise established hereby or the award or grant thereof by the City to the Franchisee or the use of the public streets, alleys and other public grounds within the City by the Franchisee pursuant to the franchise established hereby. This section shall not apply to any or all activities associated with the City's use of the utility poles as outlined in Section 3.3 above.

#### 3.10.10 Indemnification

Pay, indemnify and hold the City and the officers, agents, employees, successors and assigns thereof harmless from and to defend them at the request of the City and at the sole cost and expense of the Franchisee, from each, every, any

and all obligations and liabilities of any of them to others and the executors, administrators, heirs, successors and assigns of such others for each, every, any and all personal injuries, property damage, costs, expenses, losses, compensation and all other damages of every kind and nature, and all claims and causes of action therefore, at law, or in equity, including, without limitation, claims of third parties for indemnification and/or contribution, which may accrue to such others and their executors, administrators, heirs, successors and assigns, through any act, omission, event or occurrence proximately caused by the negligence of the Franchisee which is in any way related to the franchise established hereby or the award or grant thereof by the City to the Franchisee or the use of the public streets, alleys and other public grounds within the City by the Franchisee pursuant to the franchise hereby established. This section shall not apply to any or all activities associated with the City's use of the utility poles as outlined in Section 3.3 above.

**3.11 Franchise Obligations after Effective Period**

The Release obligation of the Franchisee provided in the previous Section 3.10.9 and the Indemnification obligation of the Franchisee provided in the previous Section 3.10.10 shall continue after the effective period of the franchise hereby established in regard to all of such claims that accrue during the effective period.

**Section 4.0 – Construction**

This ordinance shall not be construed in a manner which would create an obligation, requirement or duty on the part of the Franchisee which is in any way inconsistent with Kentucky law or its tariff on file with and approved by the Commission.

**Section 5.0 – Conflicting Ordinances Repealed**

All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**Section 6.0 – Effective Date**

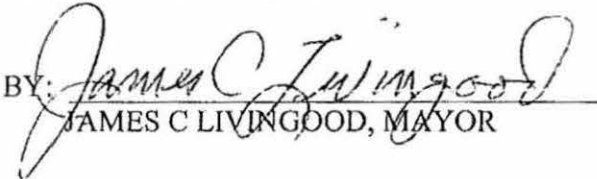
This Ordinance shall be effective as soon as possible according to law.

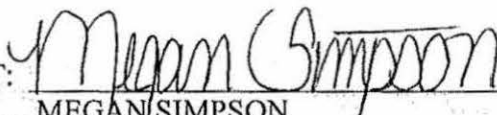
FIRST READING: April 4<sup>th</sup> 2017

SECOND READING: May 2<sup>nd</sup>, 2017

Passed, approved and ordered published this 2<sup>nd</sup> day of May, 2017.

CITY OF CRITTENDEN

BY:   
JAMES C LIVINGOOD, MAYOR

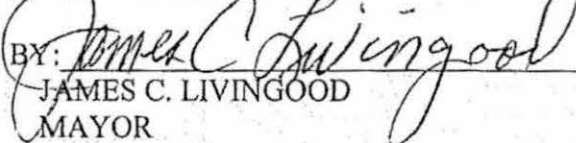
ATTEST:   
MEGAN SIMPSON  
CRITTENDEN CITY CLERK

NOTICE

On May 2, 2017, the City of Crittenden adopted its ordinance number 256-2017 proposing to establish a non-exclusive franchise for transmission and distribution of either or both natural gas and electricity in the limits of the City of Crittenden. A full text of the Ordinance is available for inspection in the City of Crittenden City Building during normal business hours.

**AN ORDINANCE OF THE CITY OF CRITTENDEN, GRANT COUNTY, KENTUCKY, ESTABLISHING A NON-EXCLUSIVE FRANCHISE FOR THE USE OF THE PUBLIC STREETS, ALLEYS AND OTHER PUBLIC GROUNDS OF THE CITY FOR THE TRANSMISSION AND DISTRIBUTION OF EITHER OR BOTH NATURAL GAS AND ELECTRICITY THROUGH AND FOR CONSUMPTION WITHIN THE CITY; AND PROVIDING THE TERMS THEREOF.**

CITY OF CRITTENDEN, KENTUCKY

BY:   
JAMES C. LIVINGOOD  
MAYOR

ATTEST:

  
MEGAN SIMPSON  
CITY CLERK / TREASURER

DATE OF FIRST READING: April 4, 2017

DATE OF SECOND READING AND ENACTMENT: May 2, 2017

DATE OF PUBLICATION: May 8, 2017

# NOTICE

ORDINANCE 2017-04

WILLIAMSTOWN, IN GRANT COUNTY, KY, ESTABLISHING CHARGES TO BE UTILIZED FOR PAYMENT AND/OR REDEMPTION OF WILLIAMSTOWN

WILLIAMSTOWN, IN GRANT COUNTY, KY, ESTABLISHING CHARGES TO BE UTILIZED FOR PAYMENT AND/OR REDEMPTION OF WILLIAMSTOWN

Ordinance No. 2017-04 that imposes fine,

including following charges to be utilized for by governmental units or as permitted

\$60.00 per hour  
\$55.00 per hour  
\$80.00 per hour  
\$55.00 per hour  
\$70.00 per hour

\$35.00 per hour  
\$40.00 per hour  
\$50.00 per hour  
\$45.00 per hour  
\$50.00 per hour  
\$50.00 per hour  
\$25.00 per hour  
\$15.00 per hour  
\$10.00 per hour  
\$10.00 per hour  
\$10.00 per piece per day (min. 1 day)

\$75.00 per hour  
\$40.00 per hour  
\$35.00 per hour  
\$10.00 per hour  
\$10.00 per hour  
\$20.00 per hour  
\$20.00 per hour  
\$2.00/ft.

\$.20 per copy without research; \$.50 per copy with research, excluding routine, non-exempt records produced under Open Record Requests which shall be billed at \$.10 per copy. All color copies shall be \$1.00 per copy.

\$40.00 per hour  
\$80.00 per hour  
\$45.00 per hour  
\$45.00 per hour  
\$50.00 per hour

including the cost of the equipment operator and that employee's rate of pay plus 60

ON: That he is an attorney licensed to practice who has prepared the attached Summary of the requirements of K.R.S. 83A.060(9),

of the Ordinance in a way reasonably understandable manner of the meaning of the

and penalties, forfeiture fees.

By: Jeffrey C. Shipp  
Jeffrey C. Shipp  
NS111C

# REAL ESTATE

## Tri State Land Company

859-485-1330  
www.tri-statelandcompany.com

9 Ac. Northern Grant Co., level pasture in front, woods, hills in back, city water avail., \$2,000 down, \$550 per mo.

5 Ac. Knoxville, mostly wooded, cleared homesite, double wides welcome, 6 miles off I-75, water & electric avail., \$42,900, \$2,000 down.

37-1/2 Ac. Kenton Co., mostly wooded, secluded homesite, ideal for hunting or get away, \$138,900, \$8,000 down.

10 So. Grant Co., mostly wooded, private homesite, mobile homes welcome, city water, \$52,900, \$1,500 down.

7 Ac. Grant Co., near Cordova, rolling pasture, old barn, double wides welcome, city water, \$42,900, \$1,000 down.

5 Ac. Southern Kenton Co., 2BR & 2BA single wide, needs a lot of work on home, \$68,900, \$5,000 down, \$592 per mo.

2 Ac. Pendleton/Grant Co. line, pasture, on paved dead end road, 6 miles off Dry Ridge exit, city water, \$28,900, \$1,000 down, \$258 per mo.

CHECK OUT OUR WEBSITE FOR MORE PROPERTIES  
www.tri-statelandcompany.com

# NOTICE

## NOTICE

On May 2, 2017, the City of Crittenden adopted its ordinance number 256-2017 proposing to establish a non-exclusive franchise for transmission and distribution of either or both natural gas and electricity in the limits of the City of Crittenden. A full text of the Ordinance is available for inspection in the City of Crittenden City Building during normal business hours.

**AN ORDINANCE OF THE CITY OF CRITTENDEN, GRANT COUNTY, KENTUCKY, ESTABLISHING A NON-EXCLUSIVE FRANCHISE FOR THE USE OF THE PUBLIC STREETS, ALLEYS AND OTHER PUBLIC GROUNDS OF THE CITY FOR THE TRANSMISSION AND DISTRIBUTION OF EITHER OR BOTH NATURAL GAS AND ELECTRICITY THROUGH AND FOR CONSUMPTION WITHIN THE CITY; AND PROVIDING THE TERMS THEREOF.**

CITY OF CRITTENDEN, KENTUCKY  
BY: JAMES C. LIVINGOOD  
MAYOR

ATTEST:

MEGAN SIMPSON

City Clerk/Treasurer

DATE OF FIRST READING: April 4, 2017

DATE OF SECOND READING AND ENACTMENT: May 2, 2017

DATE OF PUBLICATION: May 8, 2017

NS111C

# ADVERTISING

The Grant County News and Express, Cynthiaia Democrat and Harrison

Shopper, Falmouth Outlook and Outlook Shopper, Carroll County

News Democrat and Trading Post, Trimble Banner, Owenton News

Herald, plus many more Kentucky community newspapers

\*1 Call \*1 Invoice \*1 Contact\* getting your name out there

## 'Priceless'

Call 859-824-3343

or email

jseebold@grantky.com

to advertise in multiple counties.

# GARAGE AND YARD SALES

CALL 824-3343 TO PLACE A YARD SALE

## GARAGE SALE

May 12 & 13  
8:30 am-3 pm  
306 Fairway Dr.  
(Greenview Subdivision)

### Dry Ridge

Lots of items, household, kids and adult clothes, fishing gear, tools, pots and pans, lots of kitchen items.  
RAIN OR SHINE

## BIG YARD SALE

Sat., May 13, 8 am-?

425 Bruce Lane  
Corinth

Hunting, fishing, clothes, household items, knives and swords, small boys clothes, tools, lawnmowers, snowblower, mini pontoon w/trailer 9.9 trolling motor, RV and some furniture.  
**SOMETHING FOR EVERYONE**

## HUGE 6 FAMILY YARD SALE

Thurs., May 11, 9 am to 5 pm  
Fri., May 12, 9 am to 5 pm  
Sat., May 13, 9 am to 1 pm  
166 Eagle Creek Drive, Dry Ridge  
1/2 mile past CMZ Elementary School  
859-428-1560

Furniture, china, Fenton, crystal, dishes, pots & pans, knick-knacks, clothes: kids, XX large men and women, shoes, purses, candles, Home Interior - pictures & figurines, toys, baked goods.

# PUBLIC HEARING

## Grant County Planning Commission NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Grant County Planning Commission will hold the following public hearings:

1. Samuel Marshall has requested a zone change from A-1 to R1A

Property: 2.8601 acres located on the north side of Flat Creek Rd., approximately 0.38 miles east of Napoleon Zion Station Rd.; a sign will be posted on the property.

A full copy of all requests may be reviewed at the Planning Commission Office during normal business hours.

All public hearings will be held before said body on Monday, May 22nd, 2017 at 7:00 p.m., at the Grant County Courthouse - 101 N. Main St., Williamstown, Kentucky at which time those wishing to comment on these items shall appear and be heard.

NS111C -- Grant County Planning Commission

Advertise HERE by calling 859-824-3343 Grant County News, Express & Marketplace 1x2-1/2" ad for only \$36.56 per week

# Facebook

- \*Earl and Sandra Liville property, 1700 Turner Road, Williamstown (Steve Carmichael, property manager), 9-10-18
- \*707-1/2 N. Main St., Williamstown, 5-21-18
- \*207 & 202 McGee Road, Crittenden, Ky, 4-23-18
- \*Carlis R. and Wanda L. Evans property on Mann Road, Crittenden, Ky, 3-26-18
- \*Corinth Lake Landowner's Association, Section 2, Inc. private road at Corinth Lake Estates, Section 2, 3-22-18
- \*Tubeston property located at 250 and 260 Turner Dr., Crittenden, 3-12-18
- \*Caldron property located at 265 Russell Flynn Rd., Crittenden, 3-08-18
- \*No trespassing properties of Herbert Jamelton Jr., Jonesville, Ky, 3-01-18
- \*No trespassing - 5340 Stewartsville Rd., Williamstown, 2-19-18
- \*Taylor farm located at 6098 Warsaw Road, Dry Ridge, 2-08-18
- \*Manym Howell, 3265 Corinth Road, Corinth, 2-01-18

- \*McIntire property located on Old Cynthiaia Rd. and Oak Ridge Pike, 11-09-17
- \*Property of Doering Family Ltd. Partnership on Dry Ridge Mt. Zion Rd., Dry Ridge, 10-30-17
- \*Beuna Marksberry, 920 Mason Cordova Rd., Corinth, 10-26-17
- \*Vallandigham property, 4102 Sherman Newtown Road, Crittenden, Ky, 41030, 10-23-17
- \*Londal, Linda, Wesley, Wima Cook, 1600 Corinth Road (40 acres) 9-26-17
- \*Erwin property located at 3760 Lawrenceville Rd., Corinth, 9-25-17
- \*Troy E. Hopkins, 21.5 acres, located at 2165 Mountain Island Rd., Owenton 9-07-17
- \*Rodgers property located at 2780 Lebanon Rd., Crittenden, Ky, 8-11-17
- \*Folsom Ridge Farm, 8605 Warsaw Rd., Dry Ridge, 7-20-17
- \*Oak Ridge Farms located at 1135 Oak Ridge Rd., Williamstown, 7-10-17
- \*Corinth Lake Landowner's Association, Section 1, Inc. private road of Corinth Lake Estates, Section 1, 6-30-17