

**Goss  
Samford**

ATTORNEYS AT LAW | PLLC

**L. Allyson Honaker**  
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(859) 368-7740

May 6, 2019

**RECEIVED**

**MAY 06 2019**

**PUBLIC SERVICE  
COMMISSION**

*Via Hand-Delivery*

Ms. Gwen R. Pinson  
Executive Director  
Kentucky Public Service Commission  
P.O. Box 615  
211 Sower Boulevard  
Frankfort, KY 40602

Re: In the Matter of: Application of Duke Energy Kentucky, Inc. for a Certificate of Public Convenience and Necessity to Bid on Franchises to Serve the City of Crestview Hills, Kentucky; Case No. 2019-00143

Dear Ms. Pinson:

Enclosed please find for filing with the Commission in the above-referenced case an original and ten (10) copies of Duke Energy Kentucky Inc.'s Application regarding the above-styled matter. Please return a file-stamped copy to me.

Please do not hesitate to contact me if you have any questions.

Sincerely,



L. Allyson Honaker

Enclosures

RECEIVED

MAY 06 2019

PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

APPLICATION OF DUKE ENERGY )  
KENTUCKY, INC. FOR A CERTIFICATE )  
OF PUBLIC CONVENIENCE AND )  
NECESSITY TO BID ON A FRANCHISE )  
TO SERVE THE CITY OF CRESTVIEW )  
HILLS, KENTUCKY )

CASE NO. 2019- 00143

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APPLICATION

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Comes now Duke Energy Kentucky, Inc. (“Duke Energy Kentucky” or “Company”), by counsel, pursuant to KRS 278.020(4), 807 KAR 5:001, Section 15(1), 807 KAR 5:001 Section 14 and other applicable law, and tenders hereby its application for a certificate of public convenience and necessity to apply for and obtain franchises from the city of Crestview Hills, in Kenton County, Kentucky (“Crestview Hills”), to provide electricity and natural gas transmission and distribution service, respectfully stating as follows:

1. Duke Energy Kentucky is a Kentucky corporation, originally incorporated on March 20, 1901, that is in good standing and operating as a combined electric and natural gas utility serving approximately 240,000 customers in six Kentucky counties. Duke Energy Kentucky’s business address is 139 East Fourth Street, Cincinnati, Ohio 45202 and its local address is Duke Energy Envision Center, 4580 Olympic Boulevard, Erlanger, Kentucky, 41018. The Company’s email address is [KyFilings@duke-energy.com](mailto:KyFilings@duke-energy.com). Duke Energy Kentucky held franchises for the use of the City streets, alleys and public grounds of Crestview Hills to provide electricity and natural gas transmission and distribution facilities

and services within the territorial limits of Crestview Hills. However, those franchises have expired.

2. Duke Energy Kentucky proposes to bid upon two new municipal franchises to place and operate electric and natural gas transmission and distribution facilities in public streets and places of Crestview Hills and to provide related service to Crestview Hills. The new franchises will be awarded by the Crestview Hills City Council.
3. The Crestview Hills City Council has passed two Ordinances setting forth the requirements and deadlines for submitting a bid to secure new franchises. A copy of the Ordinances are attached hereto as Exhibit A and Exhibit B and incorporated herein by reference. A copy of the Legal Notices that were published in the Cincinnati Enquirer by Crestview Hills regarding said new franchise are attached hereto as Exhibit C and Exhibit D and incorporated herein by reference.
4. As evidenced by the Ordinances, there is, and will continue to be, a demand and need for the facilities and services sought to be rendered by Duke Energy Kentucky pursuant to the franchises.
5. Upon obtaining the franchises from Crestview Hills, Duke Energy Kentucky will file a true and correct copy of same with the Commission.

WHEREFORE, on the basis of the foregoing, Duke Energy Kentucky respectfully requests the Commission to approve this application and to issue to Duke Kentucky a certificate of public convenience and necessity authorizing it to apply for and obtain franchises from Crestview Hills, as set forth herein.

This the 6<sup>th</sup> day of May, 2019.

Respectfully Submitted,

A handwritten signature in blue ink that reads "L. Allyson Honaker". The signature is written in a cursive style and is positioned above a horizontal line.

David S. Samford  
L. Allyson Honaker  
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2365 Harrodsburg Road  
Suite B-325  
Lexington, Kentucky 40504  
(859) 368-7740  
David@gosssamfordlaw.com  
Allyson@gosssamfordlaw.com

and

Rocco O. D'Ascenzo  
Duke Energy Business Services, LLC  
139 East Fourth Street/1303-Main  
P.O. Box 960 Cincinnati, OH 45202  
(513) 287-4320  
Rocco.D'Ascenzo@duke-energy.com

*Counsel for Duke Energy Kentucky, Inc.*

**CITY OF CRESTVIEW HILLS, KENTUCKY  
ORDINANCE 2019-02-02**

**AN ORDINANCE OF THE CITY OF CRESTVIEW HILLS, 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 NATURAL GAS THROUGH AND FOR  
CONSUMPTION WITHIN THE CITY; AND PROVIDING THE TERMS THEREOF.**

**WHEREAS**, Duke Energy Kentucky, Inc. ("Duke Energy") is a public utility subject to the provisions of Sections 163 and 164 of the Kentucky Constitution and KRS 96.010 through 96.045; and

**WHEREAS**, Section 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**, Duke Energy currently has access to the streets, alleys and public grounds of the City of Crestview Hills, Kentucky ("City") for the transmission and distribution of Natural Gas through and for consumption within the City; and

**WHEREAS**, Duke Energy had a franchise for the use of City streets, alleys and public grounds for the transmission and distribution of natural gas through and for consumption within the City, but that franchise expired pursuant to the terms thereof, and has been extended through a month to month course of conduct arrangement; and

**WHEREAS**, the City Council for the City of Crestview Hills, Kentucky has found and determined that the construction, operation, maintenance and utilization of a franchise over, across, and under public right of way in the City of Crestview Hills, is a valuable property right and benefits said utility to the extent it would be required to invest capital and incur right of way acquisition costs without the use thereof; and the City Council has further found and determined that the construction, installation, operation, removal, maintenance and/or repair of utility owned facilities and other infrastructure necessarily and unavoidably results in the damage and degradation of the City's streets and sidewalks, for which the City is entitled to reasonable compensation in order to offset and recover the cost of restricting, removing, repairing or resurfacing damaged public rights of ways; and

**WHEREAS**, in order to protect the health, safety and welfare of the citizens, businesses, and visitors in the City of Crestview Hills, and to provide for the orderly administration of the franchise contemplated herein, it is necessary and appropriate to require the successful franchisee to conduct its business and operations in a lawful manner in compliance with the terms and conditions set forth below.

**NOW, THEREFORE**, for the purpose of complying with the Constitution and Revised Statutes of Kentucky and pursuant to the authority and requirements of Sections



163 and 164 of the Kentucky Constitution and KRS 96.010 through 96.045:

**BE IT ORDAINED by the City of Crestview Hills, Kentucky 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 Crestview Hills, Kentucky in Kenton 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 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 words “Franchisee” or “Grantee” mean the person or entity to whom the City has awarded and granted a franchise hereby established.

1.5 The words “Public Property” mean real estate in the City of Crestview Hills, Kentucky that has been dedicated or is otherwise open to public use and is subject to regulation by the City of Crestview Hills, Kentucky.

### **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 Natural Gas for consumption both within and outside of the City.

### **Section 3.0 – Existing Legislation**

The City has already adopted legislation and regulations pertaining to and including, but not limited to permitting, construction, street projects and other related activities by franchisees and others in its Rights of Way. Therefore, the following are incorporated by reference and shall apply as if fully set forth herein:

- (a) The terms and provisions of Chapter 91 of the Code of Ordinances, and as it may be amended in the future, pertaining to utilities or right-of-way construction
- (b) The terms and provisions of Sections 91.40 through 91.56, and 91.99, as they may be amended in the future, pertaining to the standards related to

installation, operation, construction, maintenance and discontinuance of facilities within the public rights-of-ways

- (c) The terms and provisions of the City of Crestview Hills, Kentucky Zoning Ordinance, and as it may be amended in the future.

#### **Section 4.0 – Terms of Franchise**

As required by KRS 96.010, the terms and conditions of the franchise hereby established are as follows:

##### **4.1 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 publicly, and award it to the highest and best bidder, based upon the discretion and judgment of the City; and the City shall have the right to reject any and all bids if in its judgment said bid responses are unresponsive.

##### **4.2 Bond Requirement**

Pursuant to the requirements of KRS 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 KRS 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.

##### **4.3 Reservation of Rights**

The City hereby reserves all of the rights reserved to home rule cities as set forth in the applicable Kentucky Statutes 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.

##### **4.4 Franchise Non-exclusive**

The franchise hereby established is not an exclusive franchise. It is a non-exclusive franchise, meaning that the City reserves the right to also grant the franchise

hereby established to other providers in accordance with the Kentucky law.

#### 4.5 Franchise Not Divisible Nor Assignable

The franchise established herein is not divisible; nor assignable in whole or in part to a third party without written consent of the City. In the event that Franchisee ceases to provide the Natural Gas utility services under this franchise, this franchise shall terminate, and Franchisee shall not be permitted use of the City's rights of way until and unless the parties negotiate a new franchise.

Franchisee may transfer the franchise to any existing corporate parent, subsidiary or affiliate which may, during the term of the franchise, assume the obligation to provide Natural Gas throughout and for consumption within the City without being required to seek the City's consent to such assignment.

#### 4.6 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 KRS Chapter 278, or which it currently serves.

#### 4.7 Effective Period of Franchise

4.7.1 The franchise established hereby shall be effective for a period of ten (10) years, upon final passage and approval by the City, in accordance with applicable laws and regulations, and upon acceptance by the Franchisee by written instrument within sixty (60) days of passage by the governing body and filed with the City Clerk. If Franchisee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Franchisee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

4.7.2 The franchise may be renewed for an additional term, not to exceed ten (10) years, upon request of the Franchisee, and approval of the City Council. The request for renewal shall be made by Franchisee in writing to the Mayor at least one hundred eighty (180) days, but no earlier than one (1) year in advance of the termination date of the Franchise Agreement. The ultimate decision as to whether to grant an additional franchise term shall be that of the City Council.

4.7.3. The franchise created by this Ordinance creates no vested rights in the Franchisee, other than those expressly provided under this Ordinance, or at law, and any installation or placement of Facilities by Franchisee in the rights-of-way are at Franchisee's risk.



#### 4.8 Franchise Termination

In the event of any Continuing Default by the Franchisee of any of the obligations of the franchise, and after a written notice and description thereof has been delivered to the Franchisee by the City by certified mail, return receipt requested, and upon the failure of the Franchisee to reasonably cure the default within sixty (60) days, , the City may terminate the franchise awarded and granted to the 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 notice.

#### 4.9 Franchisee Rights and Privileges During Effective Period

During the term of the franchise, 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:

##### 4.9.1 Continuation of Existing Facilities

The continued operation, use, maintenance, repair, construction and/or re-construction to the existing condition thereof all of the Natural Gas Facilities of the Franchisee within or upon any Public Property within the City.

##### 4.9.2 New Facilities

The Franchisee shall provide commercially reasonable notice of any non-emergency extension or expansion of any existing Natural Gas 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 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 or future City right of way plans. 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 forty-five (45) days of the Franchisee's notice. If written denial or approval is not received within forty-five (45) 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.

Nothing in this Agreement shall excuse Franchisee from obtaining any and all required permits, including City permits, licenses, and approvals, and to pay the fees and

costs associated with said permits, licenses, and approvals, including any performance and maintenance bonds if applicable, in the same manner as any other entity doing business in the City of Crestview Hills.

#### 4.9.3 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 all City Ordinances and requirements, including but not limited to: permitting ordinances, right of way ordinances, licensing and repair ordinances, and ordinances addressing remediation, time limitations based on right of way street construction, and replacement of graded roads and surfaces. Franchisee shall have the right to disturb, break, and excavate in the public-right-of-way as may be reasonable and necessary to provide the service authorized by the Franchise Agreement; however, the City may deny Franchisee the right to so disturb, break and excavate in the public-right-of-way if by doing so the activity is injurious to the health and welfare of the public. Franchisee will repair any damage caused solely by Franchisee to any part of the public-right-of-way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage. Franchisee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property. Franchisee shall, when reasonably practicable, install all wires, materials and/or pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, water or sewer pipes owned, or controlled by the Grantor or any other local governmental agency.

#### 4.9.4 Tree Trimming and Graffiti Removal

The Franchisee shall have the right, 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 electric facilities. Any trimming, removal or other disturbance of trees shall conform to all applicable laws or regulations. 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.

The Franchisee shall at its own cost and expense, maintain all facilities in a clean, graffiti free manner, and shall remove any and all graffiti or profane or inappropriate language from its equipment or facilities located within the public rights-of-ways.

#### 4.10 Franchisee Obligations During Effective Period

While this franchise is effective the Franchisee shall provide the following:

##### 4.10.1 Surety Bond

Provide the City with and continually maintain a surety bond with (a) the City as the Obligee; and (b) the Franchisee as the Principle; and (c) a surety approved by the Mayor of the City, in an amount equal to One Hundred Thousand Dollars (\$100,000.00) conditioned upon the faithful performance by the Franchisee of the terms and conditions of the franchise hereby established.

##### 4.10.2 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 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.

##### 4.10.3 Provision of Natural Gas

Provide 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").

##### 4.10.4 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.

##### 4.10.5 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 as specified in any applicable right of way ordinances, and at the least possible hazard to the public health, safety, convenience 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.

#### 4.10.6 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 sixty days (60) after a written request from the City.

#### 4.10.7 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.

#### 4.10.8 Franchise Fee

As consideration for the rights conferred by the granting of this ten (10) year franchise, and to compensate the City for its superintendence of the franchise, the successful bidder shall pay to the City a fee of three percent (3%) of revenues upon the following conditions:

a. The Franchisee will remit to the City quarterly payments on or before the 30th day after the end of each calendar quarter and shall also submit to the City quarterly a statement of the Franchisee's revenues.

b. The Franchisee will reimburse the City for costs incurred by the City in advertising the bid and for publication of the necessary ordinances and for the doing of all other acts necessary to the letting of this bid.

c. 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 Franchisee by the Government.

d. As further consideration for the granting of this Franchise, the Franchisee agrees to reimburse to the City all publication costs, and attorney fees, the City incurs in the granting of this Franchise. These costs shall be invoiced by the City to the Franchisee and the Franchisee shall pay said costs within thirty (30) days of receipt of said invoice.

e. To the extent that the Franchisee seeks to pass through fees and costs associated with permits and licenses of whatever nature, Franchisee must first obtain approval for such pass-through by the Kentucky Public Service Commission.

#### 4.11 Franchisee Obligations During and After Effective Period

While this franchise is effective and also thereafter, the Franchisee shall and hereby does:

##### 4.11.1 Release

Release, acquit and forever discharge the City, and all of its officers, agents, successors and assigns thereof, from each, every, and any and all obligations and liabilities thereof, jointly and severally, to the Franchisee and the successors and assigns thereof for each, every, and 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 the Franchisee and the successors and assigns thereof, through any act, omission, event or occurrence proximately caused by the negligence of the Franchisee, during the term of the franchise, which is in any way related to the franchise established hereby or the award or grant thereof 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.

##### 4.11.2 Indemnification

Agree to pay, indemnify and hold the City and its officers, agents, successors and assigns thereof harmless 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 uninsured obligations and liabilities thereof 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 during the term of the franchise which is related to the franchise established hereby or the award or grant thereof 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.

### **Section 5.0 – Breach of Franchise; Remedies**

In the event that the Franchisee engages in breach of any material provision of this Franchise or willfully attempts to evade any material provision herein, or practices fraud or deceit upon the City, then Franchisee, the City may terminate the Franchise and rights granted to Franchisee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

- A. City must deliver to Franchisee, by certified or registered mail, a written notice signed by the Mayor which (i) fairly and fully sets forth in detail each of the alleged acts or omissions of Franchisee that the City contends constitutes a substantial breach of any material provision of the Franchise; (ii) designates which of the terms and conditions of the Franchise that the City contends Franchisee breached; and (iii) specifies the date, time and place at which a public hearing will be held by the City Council for the purpose of determining whether the Franchisee has breached the Franchise.
- B. Following adjournment of the public hearing and within thirty (30) days of the public hearing, the City shall deliver to Franchisee, by certified or registered mail, a written notice signed by the Mayor setting forth the findings from the public hearing.
- C. The City shall permit Franchisee the opportunity to cure or correct all of the breaches set forth in the written notice within sixty (60) days of Franchisee's receipt of such notice.
- D. If Franchisee does not, to the satisfaction of the City, cure or correct the breaches set forth in the written notice, then the City may terminate the Franchise Agreement and may initiate legal action in the Kenton Circuit Court to recover any and all damages, costs, attorney fees, or other expenditures incurred by City as a result of Franchisee's breach and/or City's enforcement of the Franchise Agreement.

### **Section 6.0 – 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 7.0 – Change in Kentucky Law**

In the event of a change of Kentucky law whereby retail rates of Natural Gas service customers are no longer regulated by the Public Service Commission, the City shall have the option of terminating this Franchise with the Franchisee. If this Franchise is terminated by the City pursuant to this provision, the City and Franchisee shall have a duty to negotiate in good faith with respect to negotiating a new Franchise Agreement.

### **Section 8.0 – 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 9.0 – Effective Date**

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

**Section 10.0 – Publication**

This ordinance shall be published in summary pursuant to K.R.S. 83A.060(9).

**FIRST READING**

**February 12<sup>th</sup>, 2019**

**SECOND READING**

**March 14<sup>th</sup>, 2019**

**APPROVED:**

  
\_\_\_\_\_  
**PAUL W. MEIER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**JAIME MAHONEY, CITY CLERK**

**CITY OF CRESTVIEW HILLS, KENTUCKY  
ORDINANCE 2019-02-03**

**AN ORDINANCE OF THE CITY OF CRESTVIEW HILLS, 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 ELECTRICITY THROUGH AND FOR  
CONSUMPTION WITHIN THE CITY; AND PROVIDING THE TERMS THEREOF**

**WHEREAS**, Duke Energy Kentucky, Inc. ("Duke Energy") is a public utility subject to the provisions of Sections 163 and 164 of the Kentucky Constitution and KRS 96.010 through 96.045; and

**WHEREAS**, Section 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**, Duke Energy currently has access to the streets, alleys and public grounds of the City of Crestview Hills, Kentucky ("City") for the transmission and distribution of electricity through and for consumption within the City; and

**WHEREAS**, Duke Energy 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 has been extended through a month to month course of conduct arrangement; and

**WHEREAS**, the City Council for the City of Crestview Hills, Kentucky has found and determined that the construction, operation, maintenance and utilization of a franchise over, across, and under public right of way in the City of Crestview Hills, is a valuable property right and benefits said utility to the extent it would be required to invest capital and incur right of way acquisition costs without the use thereof; and the City Council has further found and determined that the construction, installation, operation, removal, maintenance and/or repair of utility owned facilities and other infrastructure necessarily and unavoidably results in the damage and degradation of the City's streets and sidewalks, for which the City is entitled to reasonable compensation in order to offset and recover the cost of restricting, removing, repairing or resurfacing damaged public rights of ways; and

**WHEREAS**, in order to protect the health, safety and welfare of the citizens, businesses, and visitors in the City of Crestview Hills, and to provide for the orderly administration of the franchise contemplated herein, it is necessary and appropriate to require the successful franchisee to conduct its business and operations in a lawful manner in compliance with the terms and conditions set forth below.

**NOW, THEREFORE**, for the purpose of complying with the Constitution and Revised Statutes of Kentucky and pursuant to the authority and requirements of Sections





163 and 164 of the Kentucky Constitution and KRS 96.010 through 96.045:

**BE IT ORDAINED by the City of Crestview Hills, Kentucky as follows:**

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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 electricity through and within Public Property in the City, including, without limitation, poles, wires, cables, cross-arms, conduits, anchors, junction boxes, switch boxes, transformers, signal controls, manholes, mains, pipes and valves, and any and all such equipment and facilities reasonably necessary for manufacture, generation, transmission, distribution, storage, and sale of electrical energy to industrial, commercial and residential customers and the general public within the corporate limits of Crestview Hills, Kentucky.

1.4 The words "Franchisee" or "Grantee" mean the person or entity to whom the City has awarded and granted a franchise hereby established.

1.5 The words "Public Property" mean real estate in the City of Crestview Hills, Kentucky that has been dedicated or is otherwise open to public use and is subject to regulation by the City of Crestview Hills, Kentucky.

### **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 electricity for consumption both within and outside of the City.

### **Section 3.0 – Existing Legislation**

The City has already adopted legislation and regulations pertaining to and including, but not limited to permitting, construction, street projects and other related activities by franchisees and others in its Rights of Way. Therefore, the following are incorporated by reference and shall apply as if fully set forth herein:

- (a) The terms and provisions of Chapter 91 of the Code of Ordinances, and as it may be amended in the future, pertaining to utilities or right-of-way construction

- (b) The terms and provisions of Sections 91.40 through 91.56, and 91.99, as they may be amended in the future, pertaining to the standards related to installation, operation, construction, maintenance and discontinuance of facilities within the public rights-of-ways
- (c) The terms and provisions of the City of Crestview Hills, Kentucky Zoning Ordinance, and as it may be amended in the future.

#### **Section 4.0 – Terms of Franchise**

As required by KRS 96.010, the terms and conditions of the franchise hereby established are as follows:

##### **4.1 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 publicly, and award it to the highest and best bidder, based upon the discretion and judgment of the City; and the City shall have the right to reject any and all bids if in its judgment said bid responses are unresponsive.

##### **4.2 Bond Requirement**

Pursuant to the requirements of KRS 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 KRS 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.

##### **4.3 Reservation of Rights**

The City hereby reserves all of the rights reserved to home rule cities as set forth in the applicable Kentucky Statutes 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.

#### 4.4 Franchise Non-exclusive

The franchise hereby established is not an exclusive franchise. It is a non-exclusive franchise, meaning that the City reserves the right to also grant the franchise hereby established to other providers in accordance with Kentucky law.

#### 4.5 Franchise Not Divisible nor Assignable

The franchise established herein is not divisible; nor assignable in whole or in part to a third party without written consent of the City. In the event that Franchisee ceases to provide the electrical utility services under this franchise, this franchise shall terminate, and Franchisee shall not be permitted use of the City's rights of way until and unless the parties negotiate a new franchise.

Franchisee may transfer the franchise to any existing corporate parent, subsidiary or affiliate which may, during the term of the franchise, assume the obligation to provide electricity throughout and for consumption within the City without being required to seek the City's consent to such assignment.

#### 4.6 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 KRS Chapter 278, or which it currently serves.

#### 4.7 Effective Period of Franchise

4.7.1 The franchise established hereby shall be effective for a period of ten (10) years, upon final passage and approval by the City, in accordance with applicable laws and regulations, and upon acceptance by the Franchisee by written instrument within sixty (60) days of passage by the governing body and filed with the City Clerk. If Franchisee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Franchisee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

4.7.2 The franchise may be renewed for an additional term, not to exceed ten (10) years, upon request of the Franchisee, and approval of the City Council. The request for renewal shall be made by Franchisee in writing to the Mayor at least one hundred eighty (180) days, but no earlier than one (1) year in advance of the termination date of the Franchise Agreement. The ultimate decision as to whether to grant an additional franchise term shall be that of the City Council.

4.7.3. The franchise created by this Ordinance creates no vested rights in the Franchisee, other than those expressly provided under this Ordinance, or at law, and any

installation or placement of Facilities by Franchisee in the rights-of-way are at Franchisee's risk.

#### 4.8 Franchise Termination

In the event of any Continuing Default by the Franchisee of any of the obligations of the franchise, and after a written notice and description thereof has been delivered to the Franchisee by the City by certified mail, return receipt requested, and upon the failure of the Franchisee to reasonably cure the default within sixty (60) days, , the City may terminate the franchise awarded and granted to the 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 notice.

#### 4.9 Franchisee Rights and Privileges During Effective Period

During the term of the franchise, 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:

##### 4.9.1 Continuation of Existing Facilities

The continued operation, use, maintenance, repair, construction and/or reconstruction to the existing condition thereof all of the Facilities of the Franchisee within or upon any Public Property within the City.

##### 4.9.2 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 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 or future City right of way plans. 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 forty-five (45) days of the Franchisee's notice. If written denial or approval is not received within forty-five (45) 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.

Nothing in this Agreement shall excuse Franchisee from obtaining any and all required permits, including City permits, licenses, and approvals, and to pay the fees and costs associated with said permits, licenses, and approvals, including any performance and maintenance bonds if applicable, in the same manner as any other entity doing business in the City of Crestview Hills.

#### 4.9.3 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 all City Ordinances and requirements, including but not limited to permitting ordinances, right of way ordinances, licensing and repair ordinances, and ordinances addressing remediation, time limitations based on right of way street construction, and replacement of graded roads and surfaces. Franchisee shall have the right to disturb, break, and excavate in the public-right-of-way as may be reasonable and necessary to provide the service authorized by the Franchise Agreement; however, the City may deny Franchisee the right to so disturb, break and excavate in the public-right-of-way if by doing so the activity is injurious to the health and welfare of the public. Franchisee will repair any damage caused solely by Franchisee to any part of the public-right-of-way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage. Franchisee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property. Franchisee shall, when reasonably practicable, install all wires, materials and/or pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, water or sewer pipes owned, or controlled by the Grantor or any other local governmental agency.

#### 4.9.4 Tree Trimming and Graffiti Removal

The Franchisee shall have the right, 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 electric facilities. Any trimming, removal or other disturbance of trees shall conform to all applicable laws or regulations. 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.

The Franchisee shall at its own cost and expense, maintain all facilities in a clean, graffiti free manner, and shall remove any and all graffiti or profane or inappropriate language from its equipment or facilities located within the public rights-of-ways.

#### 4.10 Franchisee Obligations During Effective Period

While this franchise is effective the Franchisee shall provide the following:

##### 4.10.1 Surety Bond

In addition to any performance bond(s) required pursuant to Chapter 91 of the City Code of Ordinances, the Franchisee may with respect to aspects of those significant projects in excess of one hundred thousand dollars (\$100,000.00) which are not addressed in Chapter 91 of the Code of Ordinances, or any amendments thereto, and/or which do involve the rights-of-way, be required to post an additional project performance bond(s). This bond(s) shall be set in an amount and duration to be determined by the City upon discussing and verifying the scope of such project with Franchisee. In no event shall the total cumulative amount of such bonds exceed one million dollars (\$1,000,000.00) per year.

##### 4.10.2 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 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.

##### 4.10.3 Provision of Electricity

Provide electric 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").

##### 4.10.4 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.

##### 4.10.5 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 as specified in any applicable right of way ordinances, and at the least possible hazard to the public health, safety, convenience 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.

#### 4.10.6 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 sixty days (60) after a written request from the City.

#### 4.10.7 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.

#### 4.10.8 Franchise Fee

As consideration for the rights conferred by the granting of this ten (10) year franchise, and to compensate the City for its superintendence of the franchise, the successful bidder shall pay to the City a fee of three percent (3%) of revenues upon the following conditions:

A. The Franchisee will remit to the City quarterly payments on or before the 30th day after the end of each calendar quarter and shall also submit to the City quarterly a statement of the Franchisee's revenues.

B. The Franchisee will reimburse the City for costs incurred by the City in advertising the bid and for publication of the necessary ordinances and for the doing of all other acts necessary to the letting of this bid.

C. 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 Franchisee by the Government.

D. As further consideration for the granting of this Franchise, the Franchisee agrees to reimburse to the City all publication costs, and attorney fees, the City incurs in the granting of this Franchise. These costs shall be invoiced by the City to the Franchisee and the Franchisee shall pay said costs within thirty (30) days of receipt of said invoice.

E. To the extent that the Franchisee seeks to pass through fees and costs associated with permits and licenses of whatever nature, Franchisee must first obtain approval for such pass-through by the Kentucky Public Service Commission.

#### 4.11 Franchisee Obligations During and After Effective Period

While this franchise is effective and also thereafter, the Franchisee shall and hereby does:

##### 4.11.1 Release

Release, acquit and forever discharge the City, and all of its officers, agents, successors and assigns thereof, from each, every, and any and all obligations and liabilities thereof, jointly and severally, to the Franchisee and the successors and assigns thereof for each, every, and 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 the Franchisee and the successors and assigns thereof, through any act, omission, event or occurrence proximately caused by the negligence of the Franchisee, during the term of the franchise, which is in any way related to the franchise established hereby or the award or grant thereof 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.

##### 4.11.2 Indemnification

Agree to pay, indemnify and hold the City and its officers, agents, successors and assigns thereof harmless 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 uninsured obligations and liabilities thereof 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 during the term of the franchise which is related to the franchise established hereby or the award or grant thereof 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.

### **Section 5.0 – Breach of Franchise; Remedies**

In the event that the Franchisee engages in breach of any material provision of this Franchise or willfully attempts to evade any material provision herein, or practices fraud or deceit upon the City, then Franchisee, the City may terminate the Franchise



and rights granted to Franchisee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

- A. City must deliver to Franchisee, by certified or registered mail, a written notice signed by the Mayor which (i) fairly and fully sets forth in detail each of the alleged acts or omissions of Franchisee that the City contends constitutes a substantial breach of any material provision of the Franchise; (ii) designates which of the terms and conditions of the Franchise that the City contends Franchisee breached; and (iii) specifies the date, time and place at which a public hearing will be held by the City Council for the purpose of determining whether the Franchisee has breached the Franchise.
- B. Following adjournment of the public hearing and within thirty (30) days of the public hearing, the City shall deliver to Franchisee, by certified or registered mail, a written notice signed by the Mayor setting forth the findings from the public hearing.
- C. The City shall permit Franchisee the opportunity to cure or correct all of the breaches set forth in the written notice within sixty (60) days of Franchisee's receipt of such notice.
- D. If Franchisee does not, to the satisfaction of the City, cure or correct the breaches set forth in the written notice, then the City may terminate the Franchise Agreement and may initiate legal action in the Kenton Circuit Court to recover any and all damages, costs, attorney fees, or other expenditures incurred by City as a result of Franchisee's breach and/or City's enforcement of the Franchise Agreement.

#### **Section 6.0 – 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 7.0 – Change in Kentucky Law**

In the event of a change of Kentucky law whereby retail rates of electrical service customers are no longer regulated by the Public Service Commission, the City shall have the option of terminating this Franchise with the Franchisee. If this Franchise is terminated by the City pursuant to this provision, the City and Franchisee shall have a duty to negotiate in good faith with respect to negotiating a new Franchise Agreement.

**Section 8.0 – 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 9.0 – Effective Date**

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

**Section 10.0 – Publication**

This ordinance shall be published in summary pursuant to K.R.S. 83A.060(9).

**FIRST READING**

**February 12<sup>th</sup>, 2019**

**SECOND READING**

**March 14<sup>th</sup>, 2019**

**APPROVED:**

  
\_\_\_\_\_  
**PAUL W. MEIER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**JAIME MAHONEY, CITY CLERK**

# ENQUIRER MEDIA

PART OF THE USA TODAY NETWORK

**Advertiser:**  
CITY OF CRESTVIEW HILLS  
50 TOWN CENTER BLVD  
CRESTVIEW HILL KY 41017

## AFFIDAVIT OF PUBLICATION

**Newspaper: CIN-EN Kentucky Enquirer**

**LEGAL NOTICE ATTACHED**

**State of Wisconsin**

ACCOUNT : CIN-465372

RE: Order /0003508364  
Total Cost of the Ad: \$114.23  
Last run date: 04/19/ 2019

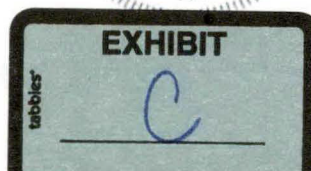
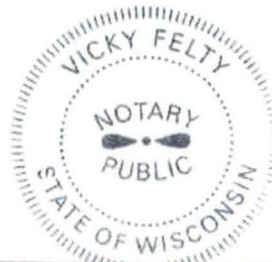
I, [Signature]  
of The Enquirer, a newspaper printed in Cincinnati, Ohio and published in Cincinnati, in said County and State, and of general circulation in said county, and as to the Kentucky Enquirer published in Ft. Mitchell, Kenton County, Kentucky, who being duly sworn, deposes and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper times, once in each issue as follows:

04/19/2019

.....  
[Signature]  
Subscribed and sworn to before me this 26 April, 2019

[Signature: Vicky Felty]  
Notary Public

9-19-21  
Commission expires



**REQUEST FOR BIDS  
FOR THE CITY OF  
CRESTVIEW HILLS,  
KENTUCKY'S  
NATURAL GAS  
FRANCHISE**

The City of Crestview Hills is soliciting bids from parties interested in obtaining franchises to operate and provide natural gas systems within the confines of the City of Crestview Hills, Kentucky. Franchises awarded pursuant to this Request for Bids will be non-exclusive and for a term of ten (10) years. Bids must meet all of the requirements set forth in the attached Ordinance, (Exhibit A).

Sealed bids must be received no later than 12:00 p.m. local time on 29th day of May, 2019, at which time the bids will be opened and read aloud publicly in the office of the City Administrator for the City of Crestview Hills, KY. Sealed bid proposals should be sent to the attention of: Tim Williams, City Administrator, City of Crestview Hills, 50 Town Center

Bldg., Crestview Hills, KY, 41017.

The City of Crestview 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 discretion and judgment, is the best evaluated bid which is in the best interest of, and is most advantageous to, the City.

KY, Apr 19, 19:35:2364

# ENQUIRER MEDIA

PART OF THE USA TODAY NETWORK

**Advertiser:**  
CITY OF CRESTVIEW HILLS  
50 TOWN CENTER BLVD  
CRESTVIEW HILL KY 41017

## AFFIDAVIT OF PUBLICATION

Newspaper: CIN-EN Kentucky Enquirer

LEGAL NOTICE ATTACHED

State of Wisconsin

ACCOUNT : CIN-465372

RE: Order 0003508357  
Total Cost of the Ad: \$121.04  
Last run date: 04/19/2019

I, [Signature]  
of The Enquirer, a newspaper printed in Cincinnati, Ohio and published in Cincinnati, in said County and State, and of general circulation in said county, and as to the Kentucky Enquirer published in Ft. Mitchell, Kenton County, Kentucky, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper times, once in each issue as follows:

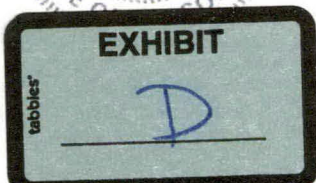
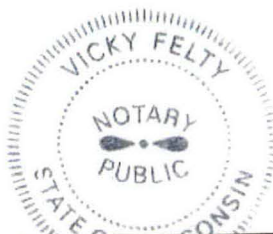
04/19/2019

.....  
[Signature]

Subscribed and sworn to before me this 26 April, 2019

[Signature]  
Notary Public

9-19-21  
Commission expires



**SECOND REQUEST  
FOR BIDS  
FOR THE CITY OF  
CRESTVIEW HILLS,  
KENTUCKY'S**

**ELECTRIC FRANCHISE**

The City of Crestview Hills is soliciting bids from parties interested in obtaining franchises to operate and provide electric systems within the confines of the City of Crestview Hills, Kentucky. Franchise(s) awarded pursuant to this Request for Bids will be non-exclusive and for a term of ten (10) years. Bids must

meet all of the requirements set forth in Ordinance No. 2017-01-04, a copy of which may be obtained from the office of the Crestview Hills City Clerk.

Sealed bids must be received no later than 12:00 p.m. local time on 29th day of May, 2019, at which time the bids will be opened and read aloud publicly in the office of the City Administrator for the City of Crestview Hills, KY. Sealed bid proposals should be sent to the attention of: Tim Williams, City Administrator, City of Crestview Hills, 50 Town Center Blvd., Crestview Hills, KY, 40017.

The City of Crestview 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 discretion and judgement, is the best evaluated bid which is in the best interest of, and is most advantageous to, the City.

KY, Apr 19, 19#3508357