

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF LOUISVILLE GAS)	
AND ELECTRIC COMPANY FOR A CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY AUTHORIZING LG&E)	CASE NO. 2023-00347
TO BID ON A FRANCHISE ESTABLISHED BY THE CITY OF)	
WEST BUECHEL, KENTUCKY)	

APPLICATION

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

1. The full name and mailing address of LG&E is Louisville Gas and Electric Company, 220 W. Main Street, Louisville, Kentucky 40202. LG&E may be reached by electronic mail at the electronic mail addresses of its counsel set forth below.

2. LG&E is a public utility, as defined in KRS 278.010(3)(a), engaged in the electric and gas business. LG&E generates and purchases electricity and distributes and sells electricity at retail in Jefferson County and portions of Bullitt, Hardin, Henry, Meade, Oldham, Shelby, Spencer, and Trimble Counties. LG&E also purchases, stores and transports natural gas and distributes and sells natural gas at retail in Jefferson County and portions of Barren, Bullitt, Green, Hardin, Hart, Henry, Larue, Marion, Meade, Metcalfe, Nelson, Oldham, Shelby, Spencer, Trimble, and Washington Counties.

3. This filing is made in accordance with Section 278.020(4) of the Kentucky Revised Statutes.

4. LG&E was incorporated in Kentucky on July 2, 1913, and is in good corporate standing. A copy of the Certificate is attached as Exhibit B.

5. Pursuant to 807 KAR 5:001 Section 8, on October 13, 2023, LG&E filed with the Commission notice of its intent to use electronic filing procedures in this proceeding. Copies of all orders, pleadings, and other communications related to this proceeding should be directed to:

Sara V. Judd
Senior Counsel
PPL Services Corporation
220 West Main Street
Louisville, Kentucky 40202
svjudd@pplweb.com

Rick E. Lovekamp
Manager – Regulatory Strategy/Policy
LG&E and KU Services Company
220 West Main Street
Louisville, Kentucky 40202
rick.lovekamp@lge-ku.com

6. Receipt of the requested certificate will allow LG&E to pursue its bids on new franchises for which the City of West Buechel (the “City”) has solicited bids pursuant to resolutions or ordinances and advertisements, copies of which are attached hereto as Exhibit A.

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

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

WHEREFORE, Louisville Gas and Electric Company asks that the Commission enter an Order granting to LG&E a Certificate of Public Convenience and Necessity to bid for and acquire franchises from the City on or before November 7, 2023.

Dated at Louisville, Kentucky, this 18th day of October 2023.



Sara V. Judd
Senior Counsel
PPL Services Corporation
220 West Main Street
Louisville, Kentucky 40202
(502) 627-4850
svjudd@pplweb.com

Exhibit A

ORDINANCE NO. 308 Series 2023

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

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WEST BUECHEL:

SECTION 1. –

(a) There is hereby created a non-exclusive franchise to enter upon, lay, acquire, construct, operate, maintain, install, use, and repair, in the Right-Of-Way of the City, a system or works for the generation, transmission, and distribution of electrical energy within the corporate boundaries of the City as it now exists or may hereafter be constructed or extended, subject to the provisions of this Ordinance. Such system may include pipes, wire, manholes, ducts, structures, stations, towers, amplifiers, poles, overhead conductors and devices, underground conductors and devices, transformers, and any other apparatus, equipment and facilities (collectively, "Equipment") necessary, essential, and/or used or useful to the distribution and sale of electric service through the City and to any other town or any portion of the county or to any other county ("Services"). Additionally, the Company shall have the right to use the streets with its service and maintenance vehicles in furtherance of this Franchise. Unless there is an emergency, prior to beginning the construction or installation of any new equipment under this Franchise, the Company shall obtain

any necessary governmental permits for such construction or installation, copies of which it shall provide to the City. Work performed by the Company under this Franchise shall be performed in a workmanlike manner and in such a way as not to unnecessarily interfere with the public's use of City streets. Whenever the surface of any City street is opened, it must be restored at the expense of the Company within a reasonable time to a condition comparable to what it was prior to the opening thereof.

(b) The Company will replace segments of existing overhead facilities within the Right-Of-Way with underground facilities at the request of and cost to the City in accordance with its general underground practices and procedures and rules established by the Kentucky Public Service Commission. Subject to such practices and procedures and rules, repairs or replacements of existing facilities or construction of new facilities within areas where existing facilities have been placed underground at the request of the City also shall be placed underground; provided, however, the City pays incremental costs associated with placing new facilities in such areas underground, if any.

SECTION 2. The following definitions apply to this Ordinance:

Council means the legislative body of the City of West Buechel.

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

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

Government or *City* means the City of West Buechel.

Gross Receipts means those amounts of money which the Company receives from its customers within the City's geographical limits or boundaries for the retail sale of electricity under rates, temporary or permanent, authorized by the Kentucky Public Service Commission and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Gross Receipts does not include miscellaneous service charges, including but not limited to turn ons, meter sets, non sufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of electricity.

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

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

Right-Of-Way means the surface of and the space above and below a public roadway, highway, street, freeway, lane, path, sidewalk, alley, court, boulevard, avenue, parkway, cartway, bicycle lane or path, public sidewalk, or easement held by the Government for the purpose of public travel and shall include Rights-Of-Way as shall be now held or hereafter held by the Government.

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

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

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

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

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

SECTION 7. Rights Reserved by City. Subject to the above provisions, the Franchise created by this Ordinance is expressly subject to the right of the City: (i) to repeal the same for misuse, nonuse, or the Company's failure to comply with applicable local, state or federal laws; (ii) to impose such other regulations as may be determined by the City to be conducive to the safety, welfare and morals of the public; and/or (iii) to control and regulate the use of its Right-Of-Way.

SECTION 8. As consideration for the granting of the Franchise created by this Ordinance, the Company agrees it shall defend, indemnify, and hold harmless the Government from and against claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses asserted against the Government that the Company's use of the Right-Of-Way

or the presence or operation of the Company's equipment on or along said Right-Of-Way has caused damage to tangible property or bodily injury, if and to the extent such damage or injury is not caused by the Government's negligence. The Government shall notify the Company in writing within a reasonable time of receiving notice of any issue it determines may require indemnification

SECTION 9. Franchise Fees. As compensation for the Franchise created by this Ordinance the City shall receive payment of a total annual franchise fee of five percent (5%) of gross receipts per year from the Company's sale of electricity to electric-consuming entities (which includes businesses, industrial facilities and dwellings) inside the City's corporate limits; *provided, however, that such fee shall be payable by the Company only if and to the extent the Company is authorized by the Kentucky Public Service Commission (or its successor) to pass through such fee to the entities served by it inside the City's corporate limits.* The City shall notify the Company, at least thirty (30) days prior to the effective date, of any annexations or other changes in the City's boundaries and provide the Company a map of the territory annexed or added to or de-annexed or otherwise removed from the Government's limits that are to be served by the Company.

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

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

As further consideration for the granting of this Franchise, the Company agrees to pay all publication costs the City incurs in the granting of this Franchise. The above-mentioned costs shall

be invoiced by the City to the Company and the Company shall pay said costs within thirty (30) days of receipt of said invoice.

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

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

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

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

SECTION 12.

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

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

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

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

(4) If experiencing a foreclosure or other judicial sale of all or a substantial part of the Company's Facilities located within the City of West Buechel, the Company shall provide the Government at least thirty (30) days advance written notice of such foreclosure or sale; or

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

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

meeting, a written notice of intent to request such termination and the time and place of the meeting, legal notice of which shall be published in accordance with any applicable laws.

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

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

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

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

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

SECTION 13. Right to Cancel. The City Council shall have the right to cancel the Franchise created by this Ordinance thirty (30) days after the appointment of a receiver or trustee

to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said thirty (30) days, unless:

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

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

SECTION 15. The Company shall have the authority to trim trees that are located within or overhang the Right-Of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other Facilities of the Company. Any trimming, removal or other disturbance of trees shall conform to all lawful ordinances, requirements and directives of the Government, and the Company shall make available upon reasonable request of the Government, information regarding its tree-trimming practices. In the event that the Company fails to timely and sufficiently respond to a legitimate and reasonable complaint regarding its failure to trim such

trees, and such complaint is made known to the Government, the Government shall contact the Company with respect to such matter and attempt to reach a satisfactory result. Notwithstanding the foregoing, this provision in no way limits any existing or future lawful rights that the Government may have with respect to such trees.

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

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

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

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

SECTION 20. Bids and proposals for the purchase and acquisition of the franchise and privileges hereby created shall be in writing and shall be delivered to the City's Mayor, or his/her designee, upon the date(s) and at the times(s) fixed by him or her in said publication(s) or

advertisement(s) for receiving same. Thereafter, the City's Mayor shall report and submit to the City Council, at the time of its next regular meeting or as soon as practicable thereafter, said bids and proposals for its approval. The City Council reserves the right, for and on behalf of the Government, to reject any and all bids for said franchise and privileges; and, in case the bids reported by the City's Mayor shall be rejected by the Council, it may direct, by resolution or ordinance, said franchise and privileges to be again offered for sale, from time to time, until a satisfactory bid therefore shall be received and approved. Upon the approval of a satisfactory bid, the City Council shall award a franchise only after the execution of a written franchise agreement between the City and the Company that incorporates the provisions of this Ordinance.

In addition, any bid submitted by a corporation or person not already owning within the territorial limits of the City a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance must be accompanied by cash or a certified check drawn on a bank of the Commonwealth of Kentucky, or a national bank, equal to five percent (5%) of the fair estimated cost of the system required to render the service, which check or cash shall be forfeited to the Government in case the bid should be accepted and the bidder should fail, for thirty (30) days after the confirmation of the sale, to pay the price and to give a good and sufficient bond in a sum equal to one-fourth (1/4) of the fair estimated cost of the system to be erected, conditioned that it shall be enforceable in case the purchaser should fail, within sixty (60) days, to establish and begin rendering the service in the manner set forth in this Ordinance. Bids shall include such documentation as is necessary to support the bidder's determination of the fair estimated cost of the system required to render the service. Government reserves the right to review any of bidder's supporting documentation which justifies bidder's determination of said estimated cost. Such deposit need not be made by a corporation or person already owning within the territorial limits of

the City a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance.

FIRST READING: 9/14/2023

SECOND READING: 10/12/2023

Mayor Buerda Moore
MAYOR

ATTEST:

Debbie Belliveau
CLERK

PUBLISHED: 10/13/2023

ORDINANCE NO.-309 Series 2023

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

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WEST BUECHEL:

SECTION 1. –

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

SECTION 2. The following definitions apply to this Ordinance:

City Council means the legislative body of the City of West Buechel.

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

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

Government or City means the City of West Buechel.

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

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

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

Right-Of-Way means the surface of and the space above and below a public roadway, highway, street, freeway, lane, path, sidewalk, alley, court, boulevard, avenue, parkway, cartway, bicycle lane or path, public sidewalk, or easement held by the Government for the purpose of

public travel and shall include Rights-Of-Way as shall be now held or hereafter held by the Government.

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

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

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

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

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

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

SECTION 7. Rights Reserved by City. Subject to the above provisions, the Franchise created by this Ordinance is expressly subject to the right of the City: (i) to repeal the same for misuse, nonuse, or the Company's failure to comply with applicable local, state or federal laws; (ii) to impose such other regulations as may be determined by the City to be conducive to the safety, welfare and morals of the public; and/or (iii) to control and regulate the use of its Right-Of-Way.

SECTION 8. As consideration for the granting of the Franchise created by this Ordinance, the Company agrees it shall defend, indemnify, and hold harmless the Government from and

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

SECTION 9. Franchise Fees. As compensation for the franchise created by this Ordinance, the City shall receive payment of a total annual franchise fee of five percent (5%) of gross receipts per year from the Company's sale of natural gas to natural gas-consuming entities (which includes businesses, industrial facilities and dwellings) inside the City's corporate limits; *provided, however, that such fee shall be payable by the Company only if and to the extent the Company is authorized by the Kentucky Public Service Commission (or its successor) to pass through such fee to the entities served by it inside the City's corporate limits.* The City shall notify the Company, at least thirty (30) days prior to the effective date, of any annexations or other changes in the City's boundaries and provide the Company a map of the territory annexed or added to or de-annexed or otherwise removed from the Government's limits that are to be served by the Company.

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

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

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

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

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

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

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

SECTION 12.

(a) In addition to all other rights and powers pertaining to the Government by virtue of the Franchise created by this Ordinance or otherwise, the Government, by and through its City

Council, reserves the right to terminate and cancel this Franchise and all rights and privileges of the Company hereunder in the event that the Company:

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

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

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

(4) If experiencing a foreclosure or other judicial sale of all or a substantial part of the Company's Facilities located with the City of West Buechel, the Company shall provide the Government at least thirty (30) days advance written notice of such foreclosure or sale; or

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

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

notice of intent to request such termination and the time and place of the meeting, legal notice of which shall be published in accordance with any applicable laws.

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

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

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

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

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

SECTION 13. Right to Cancel. The City Council shall have the right to cancel the Franchise created by this Ordinance thirty (30) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization,

bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said thirty (30) days, unless:

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

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

SECTION 15. The Company shall have the authority to trim trees that are located within or overhang the Right-Of-Way to maintain and operate natural gas pipelines and other Facilities of the Company. Any trimming, removal or other disturbance of trees shall conform to all lawful ordinances, requirements and directives of the Government, and the Company shall make available upon reasonable request of the Government, information regarding its tree-trimming practices. In the event that the Company fails to timely and sufficiently respond to a legitimate and reasonable complaint regarding its failure to trim such trees, and such complaint is made known to the Government, the Government shall contact the Company with respect to such matter and attempt

to reach a satisfactory result. Notwithstanding the foregoing, this provision in no way limits any existing or future lawful rights that the Government may have with respect to such trees.

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

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

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

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

SECTION 20. Bids and proposals for the purchase and acquisition of the franchise and privileges hereby created shall be in writing and shall be delivered to the City's Mayor, or his/her designee, upon the date(s) and at the times(s) fixed by him or her in said publication(s) or advertisement(s) for receiving same. Thereafter, the City's Mayor shall report and submit to the City Council, at the time of its next regular meeting or as soon as practicable thereafter, said bids

and proposals for its approval. The City Council reserves the right, for and on behalf of the Government, to reject any and all bids for said franchise and privileges; and, in case the bids reported by the City's Mayor shall be rejected by the Council, it may direct, by resolution or ordinance, said franchise and privileges to be again offered for sale, from time to time, until a satisfactory bid therefore shall be received and approved. Upon the approval of a satisfactory bid, the City Council shall award a franchise only after the execution of a written franchise agreement between the City and the Company that incorporates the provisions of this Ordinance.

In addition, any bid submitted by a corporation or person not already owning within the territorial limits of the City a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance must be accompanied by cash or a certified check drawn on a bank of the Commonwealth of Kentucky, or a national bank, equal to five percent (5%) of the fair estimated cost of the system required to render the service, which check or cash shall be forfeited to the Government in case the bid should be accepted and the bidder should fail, for thirty (30) days after the confirmation of the sale, to pay the price and to give a good and sufficient bond in a sum equal to one-fourth (1/4) of the fair estimated cost of the system to be erected, conditioned that it shall be enforceable in case the purchaser should fail, within sixty (60) days, to establish and begin rendering the service in the manner set forth in this Ordinance. Bids shall include such documentation as is necessary to support the bidder's determination of the fair estimated cost of the system required to render the service. The Government reserves the right to review any of bidder's supporting documentation which justifies bidder's determination of said estimated cost. Such deposit need not be made by a corporation or person already owning within the territorial limits of the City a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance.

FIRST READING: 9/14/2023

SECOND READING: 10/12/2023

Mayor Brenda Moore
MAYOR

ATTEST:

Debbie Batliner
CLERK

PUBLISHED: 10/13/2023

Public Notices/Legals email: legals@courier-journal.com
 Business & Services email: servicedirectory@courier-journal.com
 To post job openings, visit: courier-journal.com/jobs

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. Louisville Courier-Journal reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. Louisville Courier-Journal shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of ads.

HOME REPAIR SERVICES

Hauling Anything
 Yardwork - Weeding - Trimming
 Lot Clearing - House Clean-Outs
 Handyman Services
 502-365-7343 Louis
 502-881-3643 Chester

GARAGE SALES

Large Sale
 Louisville: Polo Fields Community
 Annual Fall Yard Sale. East end of
 Louisville. Sat. Oct. 21st.
 8am-2pm. Rain or Shine!

GENERAL FOR SALE

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The Courier-Journal reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. The Courier-Journal shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

WANTED TO BUY

BUYING WATCHES: Rolex & Patek-Phillippe. Also Rocket and Wrist Watch Collections. Fair honest prices. Tom Engle 502-314-1103

PETS

If you're looking for a good home for your pet, you may wish to avoid having your pet sold for commercial purposes by screening potential new owners carefully. Kentucky state law regulates the ownership of certain "exotic wildlife." Contact the Dept. of Fish & Wildlife Resources for ownership requirements.

REMEMBER - If someone offers you a deal that sounds too good to be true, it probably is.

DOMESTIC PETS

AKC French Bulldog
 puppies, 859-621-6263

AKC Mini Schnauzers,
 AKC Red Toy Poodles finally now.
 Free Delivery Call 812-545-1237

BORDER COLLIE PUPS
 Can be registered. Call for pricing.
 812-613-0270

ENGLISH BULLDOG mix Puppies
 9 weeks old, 1st shots, wormed, males
 & females. Beautiful! \$250.
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Shih Tzu puppies: CCK Reg
 current on shots, up to date on
 worming, call for prices.
 Call 270-405-6360

SELL IT BUY IT FOOD IT

cars pets
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 tickets jewelry
 antiques furniture
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 boats appliances
 sports cameras
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Check out the classified ads everyday.

REAL ESTATE

PUBLISHER'S NOTICE
 It is illegal under fair housing laws to advertise any preference, limitation, or discrimination based on race, color, religion, national origin, sex, disability, marital status, sexual orientation, or gender identity, or any intention to make any such preference, limitation, or discrimination. This newspaper will not knowingly accept any advertisement for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. Please notify the Louisville Metro Housing Relations Committee at 502-574-9631 if you feel there has been a violation.

HOMES FOR SALE

EQUAL HOUSING OPPORTUNITY
 Equal Housing Opportunity
 All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968 which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, national origin, handicap or familial status or an intention to make any such preference, limitation or discrimination.
 This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

FINANCIAL PROMOTIONS

CONDOMINIUM 12 1/2 ACRES WOODED PRIVATE JUST OFF HWY 138 \$118,000
CRICKET 10 ACRES OPEN SOME WOODS NICE FENCED \$51,500
SALEM 4 1/2 ACRES OPEN FRONT WOODS BACK SEPTIC APPROVED \$45,000
MILLINGTON 2.7 ACRES SETUP FOR HOME WOODS WITH OLD MILL \$99,900
HEWLETTVILLE 8 1/4 ACRES OPEN WOODS SEPTIC APPROVED \$44,500
LANCASTER 12 ACRES OPEN WOODS SEPTIC APPROVED \$135,000
INDIANA LARD COMPANY
 OWNERS FINANCING AVAILABLE
 GEORGETOWN (813) 332-8822
 SELLSBURG (812) 246-1500
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HOUSES-WE BUY!EM. Top \$55K! Paid!
 Quick closing! Jim Rozsani 494-8100

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ANDY'S CAR BUYERS
 A Buyer of Old Cars Classic & Antique:
 1950s, 40s, 50s, 60s & 70s. Running
 or not. Call: 513-403-7386

LEGAL

INVITATION TO BID

Advertisement for Bid
 Sealed Bids will be accepted at Louisville Metro Housing Authority (Purchasing Department) 3223 South Seventh Street Road, Louisville, Kentucky 40216 up to 10:00 a.m. Local Time on Tuesday, November 7, 2023 for the following project:
 Scattered Sites Group A Window Replacement
 Proposal #1611
 A pre-bid meeting will convene at 10:00 a.m. Local Time on Tuesday, October 24, 2023, at 3223 South Seventh Street Road in Louisville, Kentucky 40216
 Copies of the bid documents may be obtained from the Housing Agency Marketplace at https://ha.economicengine.com/requests.html?company_id=903
 Or visit our website at www.lmha1.org and follow the link under bid opportunities.
 There is no cost to receive plans/specifications from our agency.
Section 3 Opportunities
 The project will provide opportunities for Section 3 residents and Section 3 Business concerns. Contract Phil Reidinger, MBE/Section 3 Coordinator at (502) 569-4922 for further information.

INVITATION TO BID

Advertisement for Bid
 Sealed Bids will be accepted at Louisville Metro Housing Authority (Purchasing Department) 3223 South Seventh Street Road, Louisville, Kentucky 40216 up to 10:00 a.m. Local Time on Tuesday, November 7, 2023 for the following project:
 Lourdes Hall Flooring Upgrades
 Proposal #1171
 A pre-bid meeting will convene at 10:00 a.m. Local Time on Tuesday, October 24, 2023, at 3223 South Seventh Street Road in Louisville, Kentucky 40216
 Copies of the bid documents may be obtained from the Housing Agency Marketplace at https://ha.economicengine.com/requests.html?company_id=903
 Or visit our website at www.lmha1.org and follow the link under bid opportunities.
 There is no cost to receive plans/specifications from our agency.
Section 3 Opportunities
 The project will provide opportunities for Section 3 residents and Section 3 Business concerns. Contract Phil Reidinger, MBE/Section 3 Coordinator at (502) 569-4922 for further information.

Advertisement for Bid

Sealed Bids will be accepted at Louisville Metro Housing Authority (Purchasing Department) 3223 South Seventh Street Road, Louisville, Kentucky 40216 up to 10:00 a.m. Local Time on Tuesday, November 7, 2023 for the following project:
 St Martin Roof Replacement
 Proposal #1599
 A pre-bid meeting will convene at 10:00 a.m. Local Time on Tuesday, October 24, 2023, at 3223 South Seventh Street Road in Louisville, Kentucky 40216
 Copies of the bid documents may be obtained from the Housing Agency Marketplace at https://ha.economicengine.com/requests.html?company_id=903
 Or visit our website at www.lmha1.org and follow the link under bid opportunities.
 There is no cost to receive plans/specifications from our agency.
Section 3 Opportunities
 The project will provide opportunities for Section 3 residents and Section 3 Business concerns. Contract Phil Reidinger, MBE/Section 3 Coordinator at (502) 569-4922 for further information.

Electric Franchise

The City of West Buechel is soliciting bids from parties interested in obtaining franchises to operate electric systems within the confines of the City of West Buechel, Kentucky, pursuant to Ordinance No. 308 Series 2023. Franchise(s) awarded pursuant to this Request for Bids will be non-exclusive and will be for a term of twenty (20) years. Bids must meet all of the requirements of Ordinance No. 308 Series 2023, which is available in the office of the City Clerk, 3705 Bashford Avenue, Louisville, KY 40218. All bids must include a completed application which is also available in the office of the City Clerk.
 Sealed bids must be received no later than 1:00 p.m., local time, November 7, 2023, at which time the bids will be opened publicly at 3705 Bashford Avenue, West Buechel, KY 40218. Sealed bid proposals should be sent to Debbie Batliner, City Clerk, 3705 Bashford Avenue, Louisville, KY 40218.
 The City of West Buechel reserves the right to accept any bid, to reject any and all bids, to waive any irregularities or informalities in awarding the franchise, and to accept what, in its opinion, is the lowest, responsive, responsible and best bid which is in the best interest of, and most advantageous to the City.

INVITATION TO BID

Natural Gas Franchise
 The City of West Buechel is soliciting bids from parties interested in obtaining franchises to operate natural gas systems within the confines of the City of West Buechel, Kentucky, pursuant to Ordinance No. 309 Series 2023. Franchise(s) awarded pursuant to this Request for Bids will be non-exclusive and will be for a term of twenty (20) years. Bids must meet all of the requirements of Ordinance No. 309 Series 2023, which is available in the office of the City Clerk, 3705 Bashford Avenue, Louisville, KY 40218. All bids must include a completed application which is also available in the office of the City Clerk.
 Sealed bids must be received no later than 1:00 p.m., local time, November 7, 2023, at which time the bids will be opened publicly at 3705 Bashford Avenue, West Buechel, KY 40218. Sealed bid proposals should be sent to Debbie Batliner, City Clerk, 3705 Bashford Avenue, Louisville, KY 40218.
 The City of West Buechel reserves the right to accept any bid, to reject any and all bids, to waive any irregularities or informalities in awarding the franchise, and to accept what, in its opinion, is the lowest, responsive, responsible and best bid which is in the best interest of, and most advantageous to the City.

IN THE COURTS FOR CLARK COUNTY STATE OF INDIANA IN RE THE MARRIAGE OF: Mahmaz Kasal. PETITIONER and Samir Ratouli, RESPONDENT CASE NO. 10D05-2306-DN-295 SUMMONS

TO RESPONDENT: Samir Ratouli, ADDRESS: 5131 Dixie Hwy., Louisville, KY 40216 OR 5307 Eelgrass Court #7, Louisville, KY 40258.
 You are hereby notified that you have been sued by your spouse for dissolution of your marriage. The case is pending in the Court named above.
 1. It is suggested that you consult with an attorney of your choice regarding this matter.
 2. In the event you do not respond within sixty (60) days of the date hereof, your marriage may be dissolved by Decree of the Court after Final Hearing. In the event that you fail to appear at the Final Hearing, a decision may be made in your absence. It may contain a judgment against you and provisions regarding distribution of assets, and payment of debts.
 3. While a responsive pleading is not required, you may file a response or counter Petition for Dissolution of Marriage prior to the Final Hearing.
 The following manner of service is hereby designated: Sheriff Jefferson County
 Dated: 06/19/2023
 /s/ Ryan Lynch
 CLERK, Clark County Courts

POP OUT

Add a border to make your ad "pop"

PUBLIC NOTICE

NOTICE NOTICE NOTICE
 Pursuant to KRS 117.165, KRS 117.389, and KRS 424.130 (1)(d), notice is hereby given that the period for public examination of the DS450, DS200 and ExpressVote voting equipment for mail-in absentee voting, excused In-person absentee voting and In-person no excuse absentee voting for the General Election on Tuesday, November 7, 2023, will be on Friday, October 20, 2023, at the following times and locations:
 10:30 a.m. Jefferson County Clerk's Office Election Center 1000 East Liberty St. Louisville, Kentucky 40204
 11:00 a.m. Jefferson County Clerk's Office Election Warehouse 1601 W. Main St. Louisville, Kentucky 40203
 Pursuant to KRS 117.165, KRS 117.389, and KRS 424.130 (1)(d), notice is hereby given that the period for public examination of the DS200 and ExpressVote voting equipment for Election Day for the General Election on Tuesday, November 7, 2023, will be on Friday, October 27, 2023, at 10:30 a.m., at the following location:
 Jefferson County Clerk's Office Election Warehouse 1601 W. Main St. Louisville, Kentucky 40203
 Any candidate, one representative of each political party having candidates to be voted for in the election, and representatives of the news media may be present.
 Bobbie Holsdow
 Chairperson
 JEFFERSON COUNTY BOARD OF ELECTIONS

LAS CAZUELAS LLC, Mailing address 4214 BISHOP LN, LOUISVILLE KY 40218 Hereby declares its intention to apply for a NQ2 RETAIL DRINK LICENSE license(s) no later than OCTOBER 31 2024. The business to be licensed will be located at 4214 BISHOP LN, LOUISVILLE Kentucky 40218 doing business as LAS CAZUELAS LLC.
 The owner(s), Principal Officers and Directors, Limited Partners, or Members are as follows:
 PRESIDENT, BENITO MARTINEZ RODRIGUEZ of 309 HOLIDAY SQ APT C11, SEYMOUR IN 47274.
 Any person may protest the approval of the license by writing the Department of Alcoholic Beverage Control (500 Metro St 2NE33, Frankfort KY 40601) within thirty (30) days of the date of legal publication.

PUBLIC NOTICE

September 28, 2023
 Notice is given that beginning on October 26, 2023, at 10:00 AM and concluding on November 1, 2023, at 10:00 AM, an on-line auction of the following items of personal property will be sold by public auction through Storage Treasures (www.storage-treasures.com), to the highest bidder to satisfy a warehouseman's lien:
 Kathryn Parham 1059 Flamingo Dr SW Atlanta, GA 30311 \$3,369.91
 Household goods including various furniture
 Kasha Evans 48 Daniel Boone Fort Knox, KY 40121 \$5,366.69
 Household goods including various furniture
 Paul Ryder 114 Talmadge St Madison, WI 53704 \$1,613.59
 Household goods including various furniture
 Berger Transfer & Storage, Inc. of 3410 Robards Court Louisville, KY 40218 claims a warehouseman's lien against this property.
 The above-described property shall be offered for public auction sale pursuant to Ky.Rev.Stat. Ann Sec. 355.7-210. The proceeds from the sale will be applied to the cost of the sale and to the lien. Upon demand, any money remaining from the sale will be held for delivery to the person or entity who otherwise would have been entitled to possession of the goods from Berger.

PUBLIC NOTICE

The City of West Buechel adopted Ordinance #308 Series 2023 Natural Gas Franchise. An ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE NATURAL GAS FRANCHISE FOR THE PLACEMENT, TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL GAS WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF WEST BUECHEL FOR A TWENTY (20) YEAR DURATION, IMPOSING A FRANCHISE FEE OF FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF ELECTRICITY TO ELECTRIC-CONSUMING ENTITIES INSIDE THE CITY OF WEST BUECHEL CORPORATE LIMITS AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INSURANCE; CANCELLATION OR TERMINATION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE. For Full details can be viewed on West Buechel's website at <https://westbuechel.ky.gov>

PUBLIC NOTICE

The City of West Buechel adopted Ordinance #308 Series 2023 Natural Gas Franchise. An ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE NATURAL GAS FRANCHISE FOR THE PLACEMENT, TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL GAS WITHIN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF WEST BUECHEL FOR A TWENTY (20) YEAR DURATION, IMPOSING A FRANCHISE FEE OF FIVE PERCENT (5%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF ELECTRICITY TO ELECTRIC-CONSUMING ENTITIES INSIDE THE CITY OF WEST BUECHEL CORPORATE LIMITS AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; INSURANCE; CANCELLATION OR TERMINATION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE. For Full details can be viewed on West Buechel's website at <https://westbuechel.ky.gov>

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Exhibit B

[See Attached]

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

Michael G. Adams
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Existence

Authentication number: 297738

Visit <https://web.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

LOUISVILLE GAS AND ELECTRIC COMPANY

is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 271B, whose date of incorporation is July 2, 1913 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 22nd day of September, 2023, in the 232nd year of the Commonwealth.



Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
297738/0032196