

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

ELECTRONIC APPLICATION OF ATMOS)
ENERGY CORPORATION FOR A CERTIFICATE) CASE NO.
OF PUBLIC CONVENIENCE AND NECESSITY) 2024-00056
TO BID ON A FRANCHISE TO SERVE THE CITY)
OF PADUCAH, KENTUCKY)

APPLICATION

Comes now, Atmos Energy Corporation (“Atmos Energy 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 a franchise from the city of Paducah, in McCracken County, Kentucky (“Paducah”), to provide natural gas transmission and distribution services, respectfully states as follows:

1. Atmos Energy is a Virginia and Texas corporation, duly qualified under the laws of the Commonwealth of Kentucky to carry on its business in the Commonwealth. The Company is an operating public utility engaged in the business of supplying natural gas to the public in numerous cities, towns, and communities in Western and South Central Kentucky.

2. Atmos Energy’s’ Articles of Incorporation, together with all amendments thereto, are on file with the Commission in Case No. 2021-00214. There have been no changes to the Articles of Incorporation since they were filed with the Commission in Case No. 2021-00214. Atmos Energy was incorporated in Texas on February 6, 1981 and Virginia on July 21, 1997. It is in good standing to operate in Kentucky and is in good standing to operate in all states of incorporation. Attached as Exhibit A is a Certification of Good Standing from the Kentucky

Secretary of State.

3. The Company's principal operating office and place of business in Kentucky is 3275 Highland Pointe Drive, Owensboro, Kentucky 42303. The post office address of Company is PO Box 650205, Dallas, Texas 26265-0205.

Correspondence and communications with respect to this Application should be directed to:

Mark A. Martin
Vice President, Public Affairs
Atmos Energy Corporation
3275 Highland Pointe Drive
Owensboro, Kentucky 42303
Mark.Martin@atmosenergy.com

L. Allyson Honaker
Brittany Hayes Koenig
Heather S. Temple
Honaker Law Office, PLLC
1795 Alysheba Way, Suite 6202
Lexington, Kentucky 40509
(859) 368-8803
allyson@hloky.com
brittany@hloky.com
heather@hloky.com

John N. Hughes
Attorney at Law
124 W. Todd St.
Frankfort, KY 40601
502 227 7270
jnhughes@johnnhughespsc.com

4. Paducah is a municipal corporation situated in McCracken County, Kentucky and is in an area presently served by Company. The Company has been the owner of a franchise operation of the natural gas system within Paducah immediately prior to the sale of a new franchise. Atmos Energy currently serves Paducah by and through a natural gas distribution system owned by Atmos Energy.

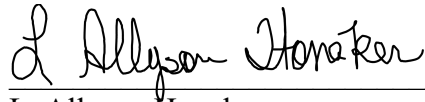
5. The City Commission of Paducah has passed an Ordinance setting forth

the terms and requirements for a new natural gas franchise. A copy of the Ordinance is attached as Exhibit B. Paducah has directed that bids for the sale of a natural gas franchise be received on or before May 17, 2024. An email from counsel for Paducah is attached as Exhibit C setting forth the bid deadline. A copy of the Legal Notice that was published by Paducah in the *Paducah Sun* regarding said new franchise is attached as Exhibit D.

6. As evidenced by the attached Ordinance, there is and will continue to be, a demand and need for continued natural gas service for Paducah.

WHEREFORE, Atmos Energy respectfully requests the Commission to enter a certificate of public convenience and necessity authorizing it to bid on the aforesaid natural gas franchise for Paducah and, if it is awarded such franchise, to operate the natural gas distribution system pursuant to such franchise. Upon obtaining a franchise from the City, the Company will file a true and correct copy of same with the Commission.

Respectfully submitted,



L. Allyson Honaker
Brittany Hayes Koenig
Heather S. Temple
Honaker Law Office, PLLC
1795 Alysheba Way, Suite 6202
Lexington, Kentucky 40509
(859) 358-8803
allyson@hloky.com
brittany@hloky.com
heather@hloky.com

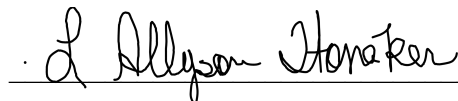
And

John N. Hughes
124 W. Todd Street
Frankfort, Kentucky 40601
No Fax
(502)227-7270
jnhughes@johnhughespsc.com

Counsel for Atmos Energy Corporation

CERTIFICATE OF SERVICE

A true and accurate copy of the foregoing was filed electronically with the Commission on March 22, 2024 and there are no parties that have been excused from participating electronically. Pursuant to prior Commission orders, no paper copies of this filing will be made.



Counsel, Atmos Energy Corporation

EXHIBIT A

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 Authorization

Authentication number: 305963
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,

ATMOS ENERGY CORPORATION

, a corporation organized under the laws of the state of Texas, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on December 14, 1987.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has 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 27th day of February, 2024, in the 232nd year of the Commonwealth.



Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
305963/0237484

EXHIBIT B

**CITY OF PADUCAH
ORD 2024-02-8804**

**AN ORDINANCE CREATING A NATURAL GAS
FRANCHISE**

WHEREAS, the Constitution of the Commonwealth of Kentucky, Sections 163 and 164, and Chapter 96 of the Kentucky Revised Statutes authorize municipal corporations to require public utilities, including providers of natural gas within their boundaries, to operate under franchise agreements and to grant utilities the right to use public right-of-way on such terms and conditions as are deemed reasonable and necessary; and further KRS 82.082 authorizes the City to exercise any and all powers within its boundaries that are not in conflict with the Kentucky Constitution or state statutes; and

WHEREAS, the Board of Commissioners of the City of Paducah, Kentucky, has found and determined that the construction, operation, maintenance and utilization of a natural gas franchise over, across or under public right-of-way in the City of Paducah, benefits said utility and the customers it serves and the Board has further found and determined that the construction, installation, removal, maintenance and/or repair of utility-owned facilities and other infrastructures does periodic and unavoidable disturbance that gradually results in the degradation of the City's streets and sidewalks, for which the City is entitled to reasonable compensation in order to offset and recover the costs of reconstructing, removing, repairing or resurfacing damaged public right-of-way; and,

WHEREAS, in order to protect the health, safety and welfare of the citizens of Paducah, Kentucky, to protect and preserve the City's public right-of-way and infrastructure 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 hereinbelow.

NOW THEREFORE be it ordained by the Board of Commissioners of the City of Paducah as follows:

SECTION A. Chapter 24 “Natural Gas” of the *Code of Ordinances of the City of Paducah, Kentucky* is hereby created as follows:

Secs. 24-1. - Short title.

This article shall be known and may be cited as the “Paducah Natural Gas Franchising Ordinance of 2023.”

Sec. 24-2. – Purpose.

The purpose and intent of this article is to:

- 1) Establish a local policy concerning natural gas providers and services;
- 2) Secure fair and reasonable compensation to the City and the residents of the City for permitting private use of the Rights-of-way; and
- 3) Ensure that the City can continue to fairly and responsibly protect the public health, safety and welfare.

Sec. 24-3. – Definitions.

As used in this Ordinance, the following words and phrases shall have the following meanings:

(A) “Commission” refers to and is the Kentucky Public Service Commission, the state utility regulatory Commission having jurisdiction over the rates, services and operations of Grantee within the State of Kentucky or other administrative or regulatory authority succeeding to the regulatory powers of the Commission.

(B) “Board of Commissioners” means the Board of Commissioners of the City of Paducah.

(C) “City” refers to and is the City of Paducah, McCracken County, Kentucky, and includes such territory as currently is or may in the future be included within the boundaries of the City of Paducah.

(D) "Force Majeure" shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.

(E) "Franchise" shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this Ordinance.

(F) "Grantee" shall mean a legal entity that is granted a Franchise by the Grantor.

(G) "Grantor" shall mean the City of Paducah, Kentucky.

(H) "Public Right-of-Way" shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor's geographical limits or boundaries established by applicable law.

(I) "Revenues" refer to and are those amounts of money which the Grantee receives from its customers within the Grantor's geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Commission and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn ons, meter sets, nonsufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.
retail sale of gas.

(J) "System" shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

Sec. 24-4. – Grant of Franchise.

(A) There is hereby created a non-exclusive Franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Ordinance. The Franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Commission, if any such approval is required.

(B) The Franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar Franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a Franchise for a System within the geographical boundaries or limits of Grantor similar to the one herein granted to the incumbent Grantee, the terms of any such Franchise agreement shall be no more favorable to such new additional grantee than those terms contained herein. Additionally, any such new/additional grantee shall have no right to use any portion of the System without the incumbent Grantee's written consent.

Sec. 24-5. – Term, Effective Date, and Acceptance of Franchise.

(A) The term of this Franchise shall be for a term of twenty (20) years.

(B) The Franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body and filed with the Clerk of the Grantor. If the Grantee 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 Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

(C) The terms and conditions of any previous perpetual Franchise agreement are superseded by the terms and conditions hereof.

(D) On the expiration of a Franchise granted pursuant to this Ordinance, in the event the same is not renewed, or on the termination of any renewal of said Franchise, or on termination of said Franchise for any other reason, the plant and facilities of the Grantee

installed, constructed and operated hereunder shall, at the option of the City become the property of the City, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the City and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the System. If the City does not exercise the option hereunder, then Grantee may exercise its rights under Sec. 24-12(B).

Sec. 24-6. – Grantee's Rights in and to Public Right-of-Way.

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a System through, along, across and under the Public Right-of-Way within the geographical boundaries or limits of the Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Ordinance.

Sec. 24-7. – Operation of System; Excavation of Public Right-of-Way:

(A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.

(B) Grantee 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 hereby.

(C) Grantee will repair any damage caused solely by Grantee 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.

(D) Grantee 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.

(E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

Sec. 24-8. – Degradation/Restoration of Public Right-of-Way.

(A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the System from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the System facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such System facilities and shall not affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) System facilities that are located on private property at the time relocation is requested or demanded; (ii) System facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) System facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

(B) When it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the

National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

Sec. 24-9. – Compensation for Use of Public Right-of-Way and Consideration for Franchise.

(A) In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the Franchise, a sum equal to two percent (2%) of its Revenues. The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each calendar quarter after the effective date hereof, and the Grantee shall furnish to the Grantor quarterly a statement of Grantee's Revenues.

(B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a Franchise fee, in an amount that is sufficient to recover the portion of the Franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.

(C) The Franchise fee provided herein, together with any charges of the Grantor for water, sewage and garbage services provided by the Grantor to Grantee, and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by the Grantee under applicable law, shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property. The Franchise fee herein contemplated shall be uniformly and equally applied to all natural gas utilities, of like services or any other natural gas service that compete with the Grantee, such that Grantee will be excused from collecting and paying Franchise fees and/or taxes if Grantee's competitors are not also required to do so.

(D) The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of Franchise fee being paid to the City.

Sec. 24-10. – Service To New Areas.

If during the term of any Franchise granted pursuant to this Ordinance, the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the Franchise fee provisions hereof effective on the first day of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any Franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

Sec. 24-11. – Breach of Franchise; Remedies.

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the Franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate

which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

(B) Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's City Clerk, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.(C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

Sec. 24-12. – ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS

(A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

(B) Subject to the City's option under Sec. 24-12(D), Grantee may remove all or any part of its System upon the expiration or termination of the Franchise and rights granted hereby.

(C) Grantee may transfer or assign the Franchise created by this Ordinance to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.

(D) If any section, subsection or provision of this Ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this Ordinance, which shall remain in full force and effect.

(E) Any Franchise subject to this Ordinance shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

(F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control. When this Ordinance becomes effective, all previous agreements of Grantor granting Franchises for gas delivery purposes that were held by Grantee shall be automatically canceled and annulled and shall be of no further force and effect.

Sec. 24-13. – Advertising for Bids.

It shall be the duty of the City Manager or his designee to offer the terms of this Ordinance to the public. In the event that additional interested bidders are identified or express an interest in obtaining a franchise after this initial offering, the additional offering and advertisement to accommodate such bidders is hereby authorized. Said franchise and privilege shall be sold to the highest and best bidder or bidders at a time and place fixed by the City Manager or his or her designee after due notice thereof by advertisement or publication as required by law.

Sec. 24-14. – Bid Process.

(A) Bids and proposals for the purchase and acquisition of the franchise hereby created shall be in writing and shall be delivered to the City Manager or his/her designee upon the date(s) and at the time(s) fixed by the City Manager in said advertisement(s) for receiving same. An opening time for each bid shall be stated in any advertisement and invitation for bids. The time set for opening of bids shall be established by a clock in the office of the City Clerk. It is the bidder's responsibility to ensure the bidder's bid is in the office before the time set for bid openings. At the set time, the City Clerk shall declare bids to be closed. All bids shall be

opened publicly and read aloud when the structure of the invitation for bids permits. The City Manager or his/her designee shall with reasonable promptness prepare a tabulation of all bids received and make the documents available to the public upon reasonable request.

(B) Immediately after bids are opened, the City Manager or his/her designee shall review all bids for compliance with specifications, terms and conditions. If, in the judgment of the City Manager or designee, a portion of a bid is uncertain or unclear, the bidder shall be required to clarify all such portions which are in question. Any clarification of this nature shall be sent to the City Manager's office in written form.

(C) The City Manager reserves the right to reject any and all bids, and to waive technicalities and minor irregularities in bids. Grounds for the rejection include, but are not limited to:

- 1) Failure of a bid to conform to established requirements of an invitation for bids;
- 2) Failure to conform to specifications contained in or referred to in any invitation for bids, unless the invitation authorized submission of alternative bids, and the alternative proposal meets the requirements specified in the invitation for bids;
- 3) Failure to conform to a delivery schedule established in an invitation for bids;
- 4) Determination that a bid was submitted by a bidder determined to be not responsible;
- 5) Failure to furnish a bid guarantee when a guarantee is required by an invitation for bids; or
- 6) Imposition of conditions which would modify the terms and conditions of the invitation for bids, or which would limit the bidder's liability to the City under terms of the contract awarded, on the basis of such invitation for bids.

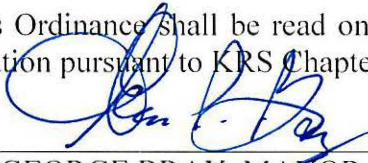
(D) Thereafter, the City Manager shall report and submit to the Mayor and Board of Commissioners, at the time of its next regular meeting or as soon as practicable thereafter, said bids and proposals for its approval.

(E) The Board of Commissioners reserves the right, for and on behalf of the City, to reject any and all bids for said franchise; and, in case the bids reported by the City Manager shall be rejected by the Board of Commissioners, it may direct said franchise and privilege to be again offered for sale, from time to time.

SECTION B. SEVERABILITY. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION C. COMPLIANCE WITH OPEN MEETINGS LAWS. The Board of Commissioners hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this Board of Commissioners and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION D. EFFECTIVE DATE. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.



GEORGE BRAY, MAYOR

ATTEST:



Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, February 13, 2024
Adopted by the Board of Commissioners, February 27, 2024
Recorded by City Clerk, February 27, 2024
Published by *The Paducah Sun*, March 1, 2024

Ord\Natural Gas Franchise Creation

EXHIBIT C

From: [lindaair](#) [REDACTED]
To: [Allyson.Honaker](#)
Subject: Paducah , KY
Date: Wednesday, March 20, 2024 8:07:51 AM

The deadline for filing bids for a natural gas franchise in Paducah , KY is May 17, 2024.

Linda K. Ain
The Law Firm of Linda K. Ain
859- [REDACTED]

EXHIBIT D

MCCRACKEN CO. | GRAVES CO. | MARSHALL CO. | LYON CO. | CALDWELL CO.

CLASSIFIED

CALL 1-800-599-1771 OR EMAIL: classifieds@paducahsun.com
LOG ON TO CREATE YOUR OWN: PaducahSun.com (click Classifieds at the top of



Buy and sell across Western Kentucky & Southern Illinois in one location. Your ad will appear

Detailed copies of the following Ordinances adopted by the Board of Commissioners of the City of Paducah on February 27, 2024 are on file and may be obtained upon request at the Office of the City Clerk, City Hall, 300 South 5th Street, Paducah, Kentucky. "AN ORDINANCE CREATING A NATURAL GAS FRANCHISE." This Ordinance is summarized as follows: This Ordinance creates a new chapter in the City's Code of Ordinances to enact a non-exclusive Natural Gas Franchise. The purpose of the ordinance is to protect and preserve the City's public right-of-way and infrastructure and to provide for the orderly administration of the Franchise through specific requirements as contained within the ordinance. In consideration of the right to make use of Public Right-of-Way, the Franchisee must pay a sum equal to two percent (2%) of its Revenues to the City of Paducah during the life of the Franchise. Further, the ordinance outlines the requirements for interested parties to bid to become a Franchisee. "AN ORDINANCE AMENDING CHAPTER 108 "TELECOMMUNICATIONS", OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This Ordinance is summarized as follows: The ordinance amends Chapter 108, "Telecommunications" of the Code of Ordinances of the City of Paducah, to simplify the application process, remove the requirement for bonds to be AAA rated, clarify language regarding franchise fee payments, and update the length of time required to have the telecommunications services available from 180 days to 365 days from the date of the award of the franchise.

CERTIFICATION

A Summary of the above Ordinance was prepared under the supervision of a licensed attorney. Denton Law Firm and Linda Ain, Esq.



The Paducah Sun Classifieds are the place to look!

classifieds are terrific
if you like bargains

EXHIBIT D

BURGESS
WATER WELLS & SUPPLIES
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270-247-6658
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Alan Burgess
www.burgesswaterwellsinc@gmail.com
95 State Route 131
Mayfield, KY

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