

Exhibit A

ORDINANCE NO. 24-01

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 FERGUSON 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 FERGUSON'S 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 FERGUSON:

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 Ferguson.

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 Ferguson.

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 an annual 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 Ferguson, 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 or the Company 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 Pulaski 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

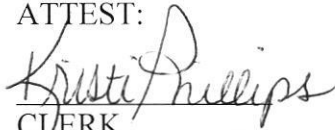
supporting documentation which justifies bidder's determination of said estimated cost. Such deposit need not be made by a corporation or person already owning within the territorial limits of the City a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance.

FIRST READING: _____ February 5, 2024

SECOND READING: March 4, 2024 _____


MAYOR

ATTEST:


CLERK

PUBLISHED: March 21, 2024

105 Public Notices

Mclamb, Cheryl. No Trespassing, no hunting, no fishing, no four wheeling, no illegal dumping. Not responsible for accidents or injuries that may occur around or located on property in Science Hill, located on hwy 27, between Frog Hollow & East Old Norwood Rd. Violators will be prosecuted. 10/24

MEECE Leo -1124, 1185 Providence Rd. Absolutely no trespassing, no hunting, no recreational vehicles of any kind allowed. Not responsible for any accidents or injuries that may occur on properties located in Pulaski County. Violators will be prosecuted. 08/24

MURPHY, Jim - Property located on Soul Chapel Rd. No trespassing, no hunting, no 4-wheeling, Not responsible for any accidents or injuries that may occur on properties located in Pulaski County. 11/24

Murphy, Lucille Family Trust. 565 Clines Rd Science Hill, Ky No Trespassing, No hunting, No 4 - wheeling, No illegal dumping, No cutting timber without permission, No horseback riding, No drones. Not responsible for accidents or injuries on property in Pulaski Co 02/25

MURPHY, Morris G, Eva P, MORRIS D., Laura, Martie, & Patty - No trespassing, no hunting. No 4-wheeling, no horses allowed, no dumping. Not responsible for any accidents or injuries that may occur on properties located in Pulaski County. (Morris Murphy Rd / Ferrell Stewart Rd Area) 11/24

NEELEY, Sheila - 44 Piney Grove Rd, Nancy. No trespassing, no 4-wheeling, no hunting. Not responsible for any accidents or injuries that may occur on properties located in Pulaski County. 08/24

Newell, Ruby ~ Property located on Coal Pit Road - No trespassing, no hunting, no 4-wheeling. Not responsible for accidents or injuries that may occur on properties located in Pulaski Co. 05/24

Noel, Eddie & Stephanie - Absolute no trespassing, no illegal dumping. No hunting, no fishing, no drones, no parking, no unauthorized vehicles. all violators will be prosecuted to the fullest. Not responsible for any accidents or injuries on all properties in Pulaski Co 2/25

NORFLEET, Ralph and/or Mary ~ No trespassing, no hunting, no fishing, no 4-wheeling, no illegal dumping on the following properties located in Somerset, KY: 646 Hwy. 2227, 65 Enclave Dr., 23 Troon Ct., 1120 Heartland Dr. Not responsible for any accidents or injuries on all properties located in Pulaski County. 04/25

PALMER, Daniel L. & Wanda (Hurley) Palmer - No trespassing, no hunting, no 4-wheeling, no cutting of timber, no illegal dumping. Not responsible for any accidents or injuries on properties located in Pulaski County. (955 & 973 Nelson Valley Rd, Science Hill, KY) 11/24

Passmore, Joyce and Johnson, David No trespassing No hunting No fishing No four wheeling No cutting of timber. Not responsible for accidents or injuries on any properties Hideaway Dr Pulaski County 2/25

Pierce Family Trust- All properties formally known as Norman Pierce Farm. No trespassing, no hunting, no 4-wheeling, no fishing, no horseback riding, no cutting of timber. Not responsible for accidents or injuries on any property located in Pulaski Co. 1/25

ROBERTS, Elsie L. - No trespassing, no 4-wheeling, no hunting. Not responsible for any accidents or injuries on all properties located in Pulaski County. 05/24

105 Public Notices

Pierce Family Trust- All properties formally known as Norman Pierce Farm. No trespassing, no hunting, no 4-wheeling. No fishing, no horseback riding, no cutting of timber. Not responsible for accidents or injuries on any property located in Pulaski Co. 1/25

Ping, Darion Absolutely no trespassing, no hunting, no fishing, no drones, no 4 wheeling, no illegal dumping, no ATV's, no horseback riding. No cutting timber, no heavy equipment and no parking. Not responsible for any accidents or injuries on properties on Elrod rd and Old Ping rd in Pulaski Co. Violators will be prosecuted to the fullest. 6/24

Rainwater, Jeff & Christ- ALL Private Properties in Pulaski County KY and Casey County KY including but not limited to: Carter Farm on Hickory Nut Road, Rainwater Farm on Caintown Road, and West Highway 80, Turkey Creek Road; **ABSOLUTELY NO TRESPASSING** by foot, horseback or vehicle. No 4-wheeling in UTV/ 4x4/ Side-by-side vehicles, No Hunting (Wildlife, Ginseng, or Mushroom), No wildlife pursuit by dogs or recovery by vehicle. No fishing, no camping, no cutting of timber, no illegal dumping, no drones. **VIOLATORS WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.** Not responsible for any accident or injuries that may occur on any and all properties located in Pulaski or Casey County KY. 05/24

Randall, Jerry & Lillian- No Trespassing, no hunting, no drones, no dumping, no illegal parking. Not Responsible for accidents or injuries on all properties located in Pulaski Co 07/24

Renaker, Ginger and Aaron, and Brandy Perkins; 776 Faubush Road, Nancy, KY ~ No trespassing, no trapping, no hunting, no injuring or killing of ANY birds, animals or livestock. Not responsible for any accidents or injuries that may occur on properties located in Pulaski County. 6/24

Renaker, Howard- Property located on Warner Rd Nancy Ky. No hunting fishing 4-wheeling or trespassing for any reason. Not responsible for any accidents that occur on property. 9/24

Richardson, Scotty & Kathie- No trespassing, no hunting, no fishing, no 4-wheeling, no cutting of timber, no illegal dumping. Not responsible for any accidents or injuries that may occur on properties located in Pulaski County. 8/24

RITCHEY, DASEN & REBECCA, NO TRESPASSING, NO HUNTING, NO FISHING, NO DRONES, NO ILLEGAL PARKING, NO DUMPING. ALL VIOLATORS WILL BE PROSECUTED TO THE FULLEST. NOT RESPONSIBLE FOR ANY ACCIDENTS ON PROPERTIES LOCATED IN PULASKI CO 04/24

Ritchey, Dasen & Rebecca- No trespassing, no hunting, no drones, no illegal parking. No fishing & no dumping. Not responsible for accidents or injuries on all properties located in Pulaski Co. 4/24

Roberts Storage LLC - No Trespassing, no ATV riding, no dumping of trash. Not responsible for any accidents or injuries on properties located in Pulaski Co. Violators will be prosecuted. 9/24

Ruckel, Lewis & Peggy,- No trespassing, no illegal dumping, no hunting, no fishing. No cutting of timber with out permission. No 4-wheeling. No drones. Not responsible for accidents or injuries on any property located in Pulaski Co.8/24

105 Public Notices

Roderick Dale Wilson Family Trust- Posted No Trespassing, hunting, camping, fishing, or ATVs and/or 4 wheeling permitted and Not responsible for any injuries or accidents on all owned property located on South Highway 837, Nancy Ky 42544 tAll trespassers will be prosecuted to the full extent of the law. 12/24

Rose, Jack & C.L. No trespassing, No dumping, No drones, No parking. Not responsible for accidents or injuries that may occur on properties in Pulaski Co 05/24

ROY, Kenneth & Karen - 924 Clifty Hill Rd. Science Hill. No Trespassing, no hunting, no 4-wheeling, no horse back riding. Not responsible for any accidents and/or injuries that may occur on properties located in Pulaski County. 9/24

Schebor, Constance and Sweets, David No Trespassing, No hunting, no drones, no illegal dumping, no fishing. Not responsible for any injuries or accidents that may occur on any properties located in Pulaski County. 03/25

SHELTON, Lynnville & Linda - No trespassing, no hunting, no fishing, no 4-wheeling, no cutting of timber, no illegal dumping. Not responsible for any accidents or injuries that may occur on properties located in Pulaski County. 02/25

SHEPPERD, Windell C. Family LTD - W Hwy 80. No trespassing, no hunting, no fishing, no 4 wheeling. Not responsible for accidents or injuries that may occur on all properties located in Pulaski Co. 02/25

SINGLETON, James C. No trespassing, no hunting, no fishing. Not responsible for accidents or injuries that may occur on property located in Pulaski County. (North Hwy E 70 & Hwy 27 Eubank Area) 08/24

SINGLETON, James C. No trespassing, no hunting, no fishing. Not responsible for accidents or injuries that may occur on property located in Pulaski County. (North Hwy E 70 & Hwy 27 Eubank Area) 02/25

Smith, Muriel No trespassing, no hunting, no ATV's not responsible for any accidents or injuries on any property located in Pulaski Co . Violators will be prosecuted. 10/24

Spears-Kaye- No trespassing, no hunting, no fishing, no cutting of timber, no 4-wheeling. Not responsible for accidents or injuries that may occur on properties located in Pulaski CO. 8/24

Stapleton, Brian & Cathy- No trespassing. Not Responsible for accidents or injuries on all properties located in Pulaski Co. 8/24

STIGALL, Beverly - No trespassing, no hunting, no 4-wheeling, no cutting of timber, no illegal dumping. Not responsible for any accidents or injuries on properties located in Pulaski County. 02/25

105 Public Notices

Stout, James G & Debra- No trespassing, no hunting, no ATVs. Not responsible for accidents or injuries on properties located in Pulaski Co 10/24

STRONG, Twyla & Dwayne - 2387 Silver Star Rd. Somerset, KY. No trespassing, no hunting, no fishing. Not responsible for any accidents or injuries that may occur on properties located in Pulaski County. 11/24

The Bottom Inc Properties on Mcfield Rd & Oil Center Rd No trespassing No hunting, No Fishing, No 4-wheeling. Not responsible for any accidents or injuries that may occur on properties located in Pulaski Co 11/24

The heirs of Dona McKee, Wilson-McKee Brenda & Jacobs, Judy- No trespassing, no hunting, no ATV's, no cutting of timber. No dumping, no camping, no parking. Violators will be prosecuted. Not responsible for accidents and injuries on any properties located in Pulaski Co. 6/24

TURPEN, Phyllis & BAKER, Brenda - No trespassing, no hunting, no fishing, no cutting of timber, no illegal dumping, no camping, no 4-wheelers, no RVs. Not responsible for accident or injuries on properties located in Pulaski Co. 02/25

Vanderveer, Karin- No Trespassing, no water tapping, no hunting. No cutting of timber, no ATV's, no horseback riding, no dumping. Not responsible for accidents or injuries on properties located in Pulaski Co 9/24

VANHOOK BURRIS FARM Property on Piney Grove Rd #1 - No off road vehicles, no hunting without written permission. Not responsible for any accidents or injuries that may occur on properties located in Pulaski Co, Violators will be prosecuted to the fullest. Property is well posted. 02/25

Vaught Family Trust 1715 Etna Rd. Eubank KY No Trespassing, no hunting no fishing no 4-wheeling Not responsible for any accidents or injuries that may occur on properties located in Pulaski Co. 01/25

Virginia B Floyd Family Limited Partnership- 630 Walter Floyd RD. Eubank KY ~ No trespassing, No fishing, No 4-wheeling, Not responsible for any accidents or injuries on any and all properties owned in Pulaski County. 05/24

WEDDLE, Roger and Anna- No trespassing. Not responsible for any accidents or injuries that may occur on owned properties located in Pulaski County. 1/25

PUBLIC NOTICE

Sorrentos Bar and Grill Inc., 450 Lees Ford Dock Road, Nancy, KY, hereby declares intentions to apply for NQ2 - Supplement & Bar, Special Sunday Drink licenses no later than March 21, 2024.

The business to be licensed will be located at 450 Lee's Ford Dock Road, Nancy, KY 42544 doing business as Sorrento's Bar and Grill. Members are Filipe Ortiz of 305 Clubhouse Dr., Somerset, KY 42503; Olegairo Gomez of 115 Somerhill Dr., Somerset, KY 42503; Wes Ortiz of 500 Sommer Shade Dr., Somerset, KY 42503; Filipe Alberto Ortiz of 611 Whisperwood Ct., Bowling Green, KY 42104; Luzearo Luna of 1032 Piney Woods Rd., Nancy, KY 42544.

Any person, association, corporation, or body politic may protest the granting of the license(s) by writing the Department of Alcoholic Beverage Control, 500 Mero St. 2NE33, Frankfort, Kentucky, 40601, within thirty (30) days of the date of legal publication.

REQUEST FOR BIDS

Electric Franchise

The City of Ferguson is soliciting bids from parties interested in obtaining franchises to operate electric systems within the confines of the City of Ferguson, Kentucky, pursuant to Ordinance No. 24-01. 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. 24-01, which is available in the office of the City Clerk, 414 Murphy Avenue, Ferguson, KY 42533.

Sealed bids must be received no later than 1:00 p.m., local time, April 15, 2024, at which time the bids will be opened publicly at City Hall, 414 Murphy Avenue, Ferguson, KY 42533. Sealed bid proposals should be sent to City Clerk, 414 Murphy Avenue, Ferguson, KY 42533

The City of Ferguson 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.

105 Public Notices

WEDDLE, Gary D. - 3536 S. Hwy 837, Ingle-Nancy. No trespassing, no hunting, no fishing, no 4-wheeling, no firearms. Not responsible for any accidents or injuries that may occur on owned properties in Pulaski County. 5/24

WEDDLE, Ronald - Property located on Dixon Rd. off of Piney Grove Rd, in Nancy. No trespassing, No hunting, no 4-wheelers Not responsible for any accidents or injuries that may occur on properties located in Pulaski Co. 08/24

WEDDLE, Ronda and Bradshaw, Matthew & Robin ~ No trespassing, no hunting, no fishing, no 4-wheeling, no digging. No cutting timber No dumping No placement of anything without permission. Not responsible for accidents or injuries that may occur on any or all properties located in Pulaski and Casey Counties 02/25

WEDDLE, T.M. No parking no trespassing not responsible for accidents property in Pulaski County corner o hwy 80 and Lane Town Road 10/24

WELLS, Arthur - Property located on 1301 East Old Norwood Rd, Science Hill, KY. No trespassing, no 4-wheeling, no hunting, no fishing, no horseback riding, no camping. Not responsible for any injuries or accidents that may occur on properties located in Pulaski County. 12/24

Wesley, Anna NO TRESPASSING ANY AND ALL PROPERTY No Hunting fishing cutting of timber trespassing of any kind no placement of anything unless permission is given. Not responsible for accidents and injuries. 10/24

Wesley, K.W. and C.J. Isaacs -576 West Farm Rd, Nancy Ky ~ No trespassing, no hunting, no fishing, no 4-wheeling, no cutting of timber, no illegal dumping, no camping. Not responsible for any accidents or injuries in Pulaski County. 5/24

West, Johnny & Lorrie; Properties located on Elrod Road, Paul Farley Road and Hubble Road ~ No trespassing no hunting, no fishing, no 4-wheeling, no cutting of timber, no illegal dumping. Violators will be prosecuted. Not responsible for any accidents or injuries on all properties located in Pulaski county. 05/24

PUBLIC NOTICES

NOW ACCEPTING PROPOSALS FOR ROOF REPAIRS

THE CITY OF SOMERSET WILL BE ACCEPTING PROPOSALS FOR EVALUATION, REMOVAL, AND REPAIR OF 2 ROOFS AT THE CITY OF SOMERSET WATERPARK (SOMERSPLASH WATERPARK).

SAID PROPOSALS WILL BE OPENED AND REVIEWED AT THE CITY OF SOMERSET COUNCIL CHAMBERS LOCATED AT 306 EAST MT. VERNON STREET AT 1000 HOURS OR 10:00 AM ON **APRIL 9, 2024**.

SPECIFICATIONS FOR THE PROPOSAL ARE AS FOLLOWS:

- 1) MAIN BUILD: EVALUATION, REMOVAL, AND REPAIR/REPLACE ROOF
- 2) PUMPHOUSE/FILTER BUILDING: EVALUATION, REMOVAL, AND REPAIR/REPLACE ROOF

PROPOSALS SHOULD BE BROKEN DOWN INTO BOTH INDIVIDUAL BUILDINGS AND AS A WHOLE PROJECT. PROJECT MUST BE COMPLETED BY MAY 9, 2024

TO PLAN A SITE VISIT FOR EVALUATION OF CURRENT ROOFS PLEASE CONTACT:

ssims@cityofsomerset.com (feel free to contact for additional information or questions).

SAID BID MUST BE SUBMITTED IN A SEALED ENVELOPE ENCLOSED IN AN ENVELOPE AND MARKED ROOF BID OPENING-CITY OF SOMERSET WATERPARK AND ADDRESSED TO THE CITY OF SOMERSET, PO BOX 989 SOMERSET, KENTUCKY 42502.

PLEASE INCLUDE ALL RELEVANT INFORMATION WITH YOUR BID REGARDING LEAD TIME ON ORDERS, MINIMUM ORDERS OR FREIGHT CHARGES.

THE CITY OF SOMERSET RESERVES THE RIGHT TO REFUSE ANY OR ALL BIDS.

MASTER COMMISSIONER'S SALE

In order to comply with the orders of the Pulaski Circuit Court, the Commissioner will sell the property described in the following action on **WEDNESDAY, MARCH 27, 2024**, at the hour of 1:00 p.m. This sale will be held at 207 S. RICHARDSON DRIVE, SOMERSET, KY 42501, (GODBY AUCTION CENTER BUILDING, PLEASE DO NOT CALL GODBY REALTY WITH QUESTIONS; THEY VOLUNTARILY AUCTIONEER FOR THE MASTER COMMISSIONER). Said property shall be sold to raise the amounts hereinafter set forth, together with interest and the costs of the action, and (unless otherwise indicated) upon the following terms and conditions:

- (A) At the time of sale the successful bidder shall either pay cash or make a deposit of 10% of the purchase price with the balance on credit for thirty (30) days. **In the event the successful bidder desires or elects to credit the balance, he or she will be required to post bond and furnish an acceptable surety thereon.** Said bond shall be for the unpaid purchase price and bear interest at the rate of Six (6%) percent per annum from the date of sale until paid. **IN THE EVENT THAT THE PURCHASER IS NOT PAYING THE FULL AMOUNT OF THE PURCHASE PRICE OF THE PROPERTY ON THE DATE OF SALE, ANOTHER PERSON MUST BE PRESENT ON THE PURCHASER'S BEHALF TO SIGN AS SURETY FOR THE REMAINDER OF THE PURCHASE PRICE.**
- (B) Risk of loss of improvements shall be on the purchaser from date of sale.
- (C) The purchaser shall be required to assume and pay all taxes or assessments upon the property for the current tax year (2024) and all subsequent years. All other delinquent taxes or assessments upon the property for prior years shall be paid from the sale proceeds if properly claimed in writing and the holder(s) thereof is a party to the foreclosure. The Master Commissioner warrants only such title as is referred by Court order and does not guarantee that all taxes are paid.
- (D) The property shall otherwise be sold free and clear of any right, title and interest of all parties to the action and of their liens and encumbrances thereon, excepting easements and restrictions of record in the Pulaski County Clerk's Office and such right of redemption as may exist in favor of the United States of America or the defendant(s).

- 1—331 BREEZY HILLS DRIVE, SOMERSET, Amount to be raised, \$6,355.50, PVA # 048-4-1-11
- 2—106 SHADY LANE, SOMERSET, Amount to be raised, \$152,221.35, PVA # 075-3-2-41
- 3—25 T. MILLER'S WAY, SCIENCE HILL, Amount to be raised, \$140,385.70, PVA # 058-3-0-84.4

Further information and appraisals are available online @ www.pulaskipva.com, (Additional Resources/Master Commissioner Sales).

JOHN T. MANDT, MASTER COMMISSIONER, PULASKI CIRCUIT COURT

ORDINANCE NUMBER 24-03

AN ORDINANCE TO THE CITY OF SOMERSET, KENTUCKY, ANNEXING BY CONSENT PROPERTY AS DESCRIBED BELOW AND IN ATTACHMENTS TO THIS ORDINANCE, ATTACHMENTS INCORPORATED IN FULL BY REFERENCE HEREIN; AND

WHEREAS, ANNEXATION REQUEST FORMS HAVE BEEN SUBMITTED BY THE PROPERTY OWNER(S), AND THE FORMS HAVE BEEN ACCEPTED BY THE CITY AS COMPLETED; AND THE PROPERTY OWNERS EACH HAVING WAIVED THE SIXTY (60) DAY WAITING PERIOD, BY AND THROUGH THE ANNEXATION REQUEST FORM, SIGNED BY THE OWNER AND/OR AN AUTHORIZED AGENT OF THE OWNER AND INCORPORATED IN FULL HEREIN BY REFERENCE, AND MADE PART OF THE ATTACHMENTS TO THIS ORDINANCE; AND

WHEREAS, ALL DOCUMENTS AND RECORDS NEEDED TO PROCEED WITH ANNEXATION OF THE PROPERTIES INTO THE CORPORATE LIMITS OF THE CITY OF SOMERSET; AND

WHEREAS, THIS DOCUMENT WAS SENT TO THE JUDGE EXECUTIVE AND COUNTY ATTORNEY OF PULASKI COUNTY AFTER THE FIRST READING AS NOTICE UNDER 23 REGULAR SESSION SENATE BILL 141; AND

WHEREAS, THE PROPERTIES MEET ALL REQUIREMENTS FOR ANNEXATION AS SET FORTH IN KRS AND ALL OTHER APPLICABLE LAW;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SOMERSET, KENTUCKY:

SECTION 1. THAT THE PROPERTIES DESCRIBED BELOW IN ATTACHMENTS HERETO AND BELOW ARE HEREBY ANNEXED INTO THE CITY'S CORPORATE LIMITS:

EXHIBIT A: TRACKS TOTALING 0.51 ACRES SHOWN ON AN ANNEXATION MAP TITLED "CITY OF SOMERSET ANNEXATION BCBS" BY AGT LAND SURVEYING, DATED 1/17/2024, SAID LAND HAVING PVA LOT DESIGNATION 060-8-0-03 AND ADDRESSED AS 812 Kentucky Highway 39, Somerset, Ky. CURRENTLY THE PROPERTY IS KNOWN AS "COMPTON'S CUSTOM COUNTERTOPS".

SECTION 2. THE LAND WILL BE B-2 ITS CURRENT USE AS IMPROVED.

SECTION 3. NOTICE TO PULASKI COUNTY FISCAL COURT WAS GIVEN AFTER THE FIRST READING AND 45 DAYS BEFORE THE SECOND READING. THE PROPERTY OWNER SEEKS CITY UTILITY RATES AND EXPRESSING THE LEGAL RIGHT TO CHOSE ANNEXATION. THE FOREGOING CONSTITUTE VALID REQUIREMENTS FOR ANNEXATION BEFORE JULY 1, 2024, PURSUANT TO 23 REGULAR SESSION SENATE BILL 141.

SECTION 4. THIS ORDINANCE SHALL TAKE EFFECT AFTER ITS PASSAGE AND UPON PUBLICATION BYLAW.

FIRST READING: JANUARY 22, 2024
SECOND READING (NOT BEFORE 3-7-24): MARCH 18, 2024

APPROVED: ALAN L. KECK, MAYOR
CITY OF SOMERSET, KY

ATTEST: NICK BRADLEY, CITY CLERK