

NOTICE OF SALE OF FRANCHISE

By virtue of a resolution heretofore passed by the City Council of the City of STANFORD, Kentucky, directing the undersigned to advertise for bids and sell a franchise to use certain of the streets, alleys and public grounds of the City of STANFORD, Kentucky, for the purpose of owning, operating, equipping and maintaining a system for the transmission and distribution of electric energy, the undersigned, as City Clerk of the said City, will on the 5 day of JANUARY, 19 89, at or about the hour of 10:00 o'clock AM, sell at public auction to the highest and best bidder at the City Hall in said City, a franchise for the purpose above set out.

Said franchise is more particularly described and fully defined in a proposed ordinance granting and creating the same and said proposed ordinance defines the terms and conditions upon which said sale will be made, and is in full as follows:

*Wanda Withrow*  
WANDA WITHROW City Clerk  
STANFORD, Kentucky.  
(City)

AN ORDINANCE

BE IT ORDAINED BY THE CITY OF STANFORD, LINCOLN COUNTY, KENTUCKY:

SECTION 1. That ~~X~~ ~~X~~ ~~X~~ the purchaser and grantee of this franchise, or its legal representatives, successors, and assigns, hereinafter called the "purchaser," be, and is, subject to the conditions hereinafter contained, hereby authorized and empowered to acquire, purchase, construct, maintain and operate in and through parts of the present and future corporate limits of this City, which are within territories certified, for provision of retail electric service, to INTER CO. RURAL ELECTRIC Rural Electric Cooperative Corporation by the Public Service Commission of Kentucky pursuant to the provisions of KRS 278.016 to 278.018, as appearing on maps of such certified territories issued by and on file with such Commission, as such certified territories so defined have been or hereafter are modified by written agreements between such Cooperative and Kentucky Utilities Company subsequent to April 25, 1973 (such parts of this City being hereinafter referred to as "the said parts of this City"), a system or works for the transmission and distribution of electrical energy from points either within or without the corporate limits of this City, to said parts of this City and the inhabitants thereof, and from and through said parts of this City to persons and corporations beyond the limits thereof, and for the sale of same for light, heat, power and other purpose; and for such purposes to erect and maintain poles and other structures, wires and other apparatus necessary or convenient for the operation of said system in, upon, across, under, and along each and all of the streets, alleys and public grounds, within the said parts of this City; to have and hold, as by law authorized, any and all real estate, easements, water and other rights necessary or convenient for said purpose; to use any and all such streets, alleys and public grounds within said parts of this City while constructing or operating said electric system or works; and to cross any and all streets and streams in the said parts of this City for the purpose of constructing, maintaining or extending such poles, wires and other apparatus as may be necessary or convenient for the proper distribution of electric energy in and through the said parts of this City. Such right to maintain shall include the right to remove and/or trim trees in accordance with the purchaser's customary procedures. If, after any pole or other structure or facility has once been erected or placed, in exercise of the authority herein granted, the City Council shall order the removal of said pole, structure or facility to another location, the City shall pay the cost of making such relocation; except that, if the relocation is made necessary due to widening, grading or reconstruction of a street or highway and the pole was originally erected in public right-of-way and is in public right-of-way immediately prior to the relocation, purchaser will pay the cost of the relocation.

SECTION 2. The purchaser shall indemnify, and save harmless the City from any and all damages, judgments, decrees, costs and expenses, including a reasonable attorney's fee, which the City may legally suffer or incur or which may be legally obtained against the City for or by reason of the use and occupation of any street, alley, or public ground in the said parts of this City by the purchaser, pursuant to the terms of this franchise, or legally resulting from the exercise by the purchaser of any of the privileges herein granted; and, if any claim shall be made or suit brought against the City for damages alleged to have been sustained by reason of the occupation of any street, alley, or public ground or exercise of any privileges herein granted, by the purchaser, the City shall immediately notify the purchaser in writing thereof, and the purchaser is hereby given the right and privilege to defend or assist in defending such suit, in the name of the said parts of this City.

SECTION 3. The City may not impose upon or exact from the purchaser any fee, compensation or remuneration of any kind, or impose upon the purchaser any obligation, for the purchaser's engaging in the City or adjoining territory in the sale and distribution of electrical energy, the payments provided for in Section 9 being in consideration of the rights and privileges herein granted including those with respect to the streets, alleys and public grounds within the said parts of this City.

SECTION 4. The purchaser shall extend its electric light or power lines and install additional equipment whenever there is assured to it from additional business to be derived therefrom a reasonable return upon the investment required to install such extension.

SECTION 5. The purchaser shall have the right to make and enforce reasonable rules and regulations necessary to the proper conduct of its business and protection of its property.

SECTION 6. The purchaser shall have the right to charge for electrical energy supplied within the said parts of this City, rates that are reasonable and that are subject to regulation by the Kentucky Public Service Commission.

SECTION 7. This franchise and all rights and privileges granted hereunder shall be in full force and effect for a period of twenty (20) years from and after the date when this franchise is granted to the purchaser.

SECTION 8. This franchise may be transferred by the purchaser and the word "purchaser" whenever used in this franchise shall include and be taken to mean and apply also to all the successors and assigns of the purchaser.

SECTION 9. As additional consideration for the grant of this franchise, the purchaser will pay to the City a sum equal to 3% of the gross revenue received by the purchaser, on and after the date when the grant of this franchise becomes effective, from electric service rendered within the corporate limits of the City to customers supplied under residential and commercial revenue classifications, as now defined in the purchaser's system of accounts and reported to the Kentucky Public Service Commission. The amount payable to the City for each full calendar quarter during which this franchise is in effect shall be computed on the basis of revenues received during such quarter, and payment shall be made within 60 days after close of the quarter; the amount which may be payable to the City for a portion of a calendar quarter at the commencement or termination of the term of this franchise shall be computed on the basis of revenues received during such portion of a calendar quarter, and shall be payable not more than 60 days after the termination of the quarter which includes the period for which payment is made. If any amount paid pursuant to the provisions of this Section 9 is stated by purchaser, at the time of such payment, to be based in whole or in part on revenues which are subject to refund by purchaser, and if any part of such revenues thereafter is required to be refunded by purchaser, the City shall repay to purchaser that part of the payment made hereunder based upon such revenues required to be refunded, such repayments to be made, at purchaser's option, either on demand or by credit against the payment or payments otherwise next becoming due hereunder. Should any license tax, occupational tax or any other tax, charge or fee except ad valorem taxes be now or hereafter imposed, the amount payable under this section shall be payable only to the extent that it exceeds the sum of all such taxes, charges or fees. The Public Service Commission of Kentucky has directed that payments such as those to the City above provided for are to be recovered as charges to customers served within the involved franchise area, and that such charges are to be listed as separate items on such customers' bills. The City recognizes that the purchaser is subject to the provisions of statutes heretofore or hereafter enacted by the General Assembly of the Commonwealth of Kentucky including statutes prescribing the regulatory jurisdiction of the Kentucky Public Service Commission, and to such Commission's exercise of such jurisdiction, and could become subject to regulatory jurisdiction of other governmental agencies relative, among other subjects, to the making of the said payments and to their rate or other treatment. If the charging, payment or collection of the sums specified in this Section 9 to be payable to the City should be made unlawful or prohibited by law or regulation, the provisions of this Section 9 shall be deemed separable from the remainder of the provisions of this Ordinance and of the franchise created hereby, and such remaining provisions of the franchise shall continue to be of full force and effect. If the making of the said payments shall not be so made unlawful or prohibited, but if the purchaser at any time shall not be permitted to fully recover in its charges to its customers the purchaser's said payments to the City, provided for in this Section 9, the purchaser shall have an option to terminate this franchise, effective upon the effective date of the law, regulation or regulatory order denying such permission.

SECTION 10. If the purchaser of this franchise is the holder of a franchise previously granted by the City of STANFORD, then, unless the purchaser, as a part of its bid for this franchise expressly reserves its rights under such prior franchise, such prior franchise shall be deemed terminated effective upon the effectiveness of this franchise.

SECTION 11. It shall be the duty of the City Clerk, as soon as practicable after the introduction of this ordinance, to sell at public auction, to the highest and best bidder, the within franchise at the City Hall on some day to be fixed by the City Clerk after advertising the proposed ordinance and the time and place of sale thereof at least once on a date not less than 8 nor more than 21 days before the date of sale in the following named newspaper: INTERIOR JOURNAL and in making said sale the City Clerk shall receive no bid for less amount than the total expense connected with the making of said sale including the cost of advertising, and shall report these actions hereunder at a subsequent meeting of this Council. This Council reserves the right to reject any and all bids.

ATTEST: *Wanda Withrow*  
WANDA WITHROW (City Clerk)

*John H. Hester*  
JOHN HESTER (Mayor)

TARIFF BRANCH  
**RECEIVED**  
9/28/2012  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

NOTICE OF ORDINANCE GRANTING FRANCHISE

*Interco. R.E.C.C.*

TO  
RURAL ELECTRIC COOPERATIVE CORPORATION

The following is a true and correct copy of an ordinance enacted on the 5 day of January, 1989, by the City Council of Stanford, Kentucky, creating and defining an electric franchise, the purchaser and grantee of which was Interco. R.E.C.C. Rural Electric Cooperative Corporation.

Dated: \_\_\_\_\_

*Wanda Pittwood*  
(Signature) City Clerk  
*Stanford Ky*  
(City) Kentucky.

AN ORDINANCE

BE IT ORDAINED BY THE CITY OF Stanford, COUNTY, KENTUCKY:

SECTION 1. That Interco. R.E.C.C. Rural Electric Cooperative Corporation, the purchaser and grantee of this franchise, or its legal representatives, successors, and assigns, hereinafter called the "purchaser," be, and is, subject to the conditions hereinafter contained, hereby authorized and empowered to acquire, purchase, construct, maintain and operate in and through parts of the present and future corporate limits of this City, which are within territories certified, for provision of retail electric service, to Witley County Rural Electric Cooperative Corporation by the Public Service Commission of Kentucky pursuant to the provisions of KRS 278.016 to 278.018, as appearing on maps of such certified territories issued by and on file with such Commission, as such certified territories so defined have been or hereafter are modified by written agreements between such Cooperative and Kentucky Utilities Company subsequent to April 25, 1973 (such parts of this City being hereinafter referred to as "the said parts of this City"), a system or works for the transmission and distribution of electrical energy from points either within or without the corporate limits of this City, to said parts of this City and the inhabitants thereof, and from and through said parts of this City to persons and corporations beyond the limits thereof, and for the sale of same for light, heat, power and other purpose; and for such purposes to erect and maintain poles and other structures, wires and other apparatus necessary or convenient for the operation of said system in, upon, across, under, and along each and all of the streets, alleys and public grounds, within the said parts of this City; to have and hold, as by law authorized, any and all real estate, easements, water and other rights necessary or convenient for said purpose; to use any and all such streets, alleys and public grounds within said parts of this City while constructing or operating said electric system or works; and to cross any and all streets and streams in the said parts of this City for the purpose of constructing, maintaining or extending such poles, wires and other apparatus as may be necessary or convenient for the proper distribution of electric energy in and through the said parts of this City. Such right to maintain shall include the right to remove and/or trim trees in accordance with the purchaser's customary procedures. If, after any pole or other structure or facility has once been erected or placed, in exercise of the authority herein granted, the City Council shall order the removal of said pole, structure or facility to another location, the City shall pay the cost of making such relocation; except that, if the relocation is made necessary due to widening, regrading or reconstruction of a street or highway and the pole was originally erected in public right-of-way and is in public right-of-way immediately prior to the relocation, purchaser will pay the cost of the relocation.

SECTION 2. The purchaser shall indemnify, and save harmless the City from any and all damages, judgments, decrees, costs and expenses, including a reasonable attorney's fee, which the City may legally suffer or incur or which may be legally obtained against the City for or by reason of the use and occupation of any street, alley, or public ground in the said parts of this City by the purchaser, pursuant to the terms of this franchise, or legally resulting from the exercise by the purchaser of any of the privileges herein granted; and, if any claim shall be made or suit brought against the City for damages alleged to have been sustained by reason of the occupation of any street, alley, or public ground or exercise of any privileges herein granted, by the purchaser, the City shall immediately notify the purchaser in writing thereof, and the purchaser is hereby given the right and privilege to defend or assist in defending such suit, in the name of the said parts of this City.

SECTION 3. The City may not impose upon or exact from the purchaser any fee, compensation or remuneration of any kind, or impose upon the purchaser any obligation, for the purchaser's engaging in the City or adjoining territory in the sale and distribution of electrical energy, the payments provided for in Section 9 being in consideration of the rights and privileges herein granted including those with respect to the streets, alleys and public grounds within the said parts of this City.

SECTION 4. The purchaser shall extend its electric light or power lines and install additional equipment whenever there is assured to it from additional business to be derived therefrom a reasonable return upon the investment required to install such extension.

SECTION 5. The purchaser shall have the right to make and enforce reasonable rules and regulations necessary to the proper conduct of its business and protection of its property.

SECTION 6. The purchaser shall have the right to charge for electrical energy supplied within the said parts of this City, rates that are reasonable and that are subject to regulation by the Kentucky Public Service Commission.

SECTION 7. This franchise and all rights and privileges granted hereunder shall be in full force and effect for a period of twenty (20) years from and after the date when this franchise is granted to the purchaser.

SECTION 8. This franchise may be transferred by the purchaser and the word "purchaser" whenever used in this franchise shall include and be taken to mean and apply also to all the successors and assigns of the purchaser.

SECTION 9. As additional consideration for the grant of this franchise, the purchaser will pay to the City a sum equal to 3% of the gross revenue received by the purchaser, on and after the date when the grant of this franchise becomes effective, from electric service rendered within the corporate limits of the City to customers supplied under residential and commercial revenue classifications, as now defined in the purchaser's system of accounts and reported to the Kentucky Public Service Commission. The amount payable to the City for each full calendar quarter during which this franchise is in effect shall be computed on the basis of revenues received during such quarter, and payment shall be made within 60 days after close of the quarter; the amount which may be payable to the City for a portion of a calendar quarter at the commencement or termination of the term of this franchise shall be computed on the basis of revenues received during such portion of a calendar quarter, and shall be payable not more than 60 days after the termination of the quarter which includes the period for which payment is made. If any amount paid pursuant to the provisions of this Section 9 is stated by purchaser, at the time of such payment, to be based in whole or in part on revenues which are subject to refund by purchaser, and if any part of such revenues thereafter is required to be refunded by purchaser, the City shall repay to purchaser that part of the payment made hereunder based upon such revenues required to be refunded, such repayment to be made, at purchaser's option, either on demand or by credit against the payment or payments otherwise next becoming due hereunder. Should any license tax, occupational tax or any other tax, charge or fee except ad valorem taxes be now or hereafter imposed, the amount payable under this section shall be payable only to the extent that it exceeds the sum of all such taxes, charges or fees. The Public Service Commission of Kentucky has directed that payments such as those to the City above provided for are to be recovered as charges to customers served within the involved franchise area, and that such charges are to be listed as separate items on such customers' bills. The City recognizes that the purchaser is subject to the provisions of statutes heretofore or hereafter enacted by the General Assembly of the Commonwealth of Kentucky including statutes prescribing the regulatory jurisdiction of the Kentucky Public Service Commission, and to such Commission's exercise of such jurisdiction, and could become subject to the regulatory jurisdiction of other governmental agencies relative, among other subjects, to the making of the said payments and to their rate or other treatment. If the charging, payment or collection of the sums specified in this Section 9 to be payable to the City should be made unlawful or prohibited by law or regulation, the provisions of this Section 9 shall be deemed separable from the remainder of the provisions of this Ordinance and of the franchise created hereby, and such remaining provisions of the franchise shall continue to be of full force and effect. If the making of the said payments shall not be so made unlawful or prohibited, but if the purchaser at any time shall not be permitted to fully recover in its charges to its customers the purchaser's said payments to the City, provided for in this Section 9, the purchaser shall have an option to terminate this franchise, effective upon the effective date of the law, regulation or regulation order denying such permission.

SECTION 10. If the purchaser of this franchise is the holder of a franchise previously granted by the City of Stanford, then, unless the purchaser, as a part of its bid for this franchise expressly reserves its rights under such prior franchise, such prior franchise shall be deemed terminated effective upon the effectiveness of this franchise.

SECTION 11. It shall be the duty of the City Clerk, as soon as practicable after the introduction of this ordinance, to sell at public auction, to the highest and best bidder, the within franchise at the City Hall on some day to be fixed by the City Clerk after advertising the proposed franchise and the time and place of sale thereof at least once on a date not less than 8 nor more than 21 days before the date of sale in the following named newspaper: Stanford Journal and in making said sale the City Clerk shall receive no bid for less amount than the total expense connected with the making of said sale including the cost of advertising, and shall report these actions hereunder at a subsequent meeting of this Council. This Council reserves the right to reject any and all bids.

ATTEST: *Wanda Pittwood*, Clerk  
(Signature) City Clerk  
*J. S. Hall*  
(Signature) Mayor



MEETING OF THE CITY COUNCIL  
THE CITY COUNCIL OF STANFORD, KENTUCKY, met in regular session at the regular meeting place in said City on the 1st day of

DECEMBER, 1988  
There were present at said meeting JOHN HALL, Mayor, and the following Council members:

JACK WITHEROW, SHELLA KIDD, JC DAWSON, BILL TRACY AND FRANKIE BARLOW

Absent: JIM ADAMS

The Mayor announced that a quorum was present and that the meeting was open for the transaction of business.  
Thereupon, the following resolution was introduced by Councilperson SHELLA KIDD  
WHEREAS, certain parties are desirous of obtaining a franchise for the right to use certain of the streets, alleys, and public grounds in this City for the construction, maintenance and operation, as hereafter described, of facilities for use in the transmission and distribution of electrical energy in certain parts of this City;  
WHEREAS, it is the opinion of this body that it is to the best interest of this City that such franchise be advertised, sold and granted according to law;  
THEREFORE BE IT RESOLVED that such franchise be, and the same is, hereby defined and the terms and conditions upon which same is to be granted and enjoyed, specified, all as set forth in the ordinance introduced herewith; that the City Clerk be, and is hereby, authorized and directed to offer said franchise for sale at public outcry to the highest and best bidder in accordance with the terms and conditions set forth in said franchise; and that the City Clerk after having advertised for sale and sold said franchise, be, and is, hereby directed to report this action to a subsequent meeting of this body.  
BE IT FURTHER RESOLVED that the terms and conditions of said franchise are set forth in the ordinance now introduced, which ordinance is as follows:

AN ORDINANCE

BE IT ORDAINED BY THE CITY OF STANFORD, LINCOLN COUNTY, KENTUCKY  
SECTION 1. That \_\_\_\_\_, the purchaser and grantee of this franchise, or its legal representatives, successors, and assigns, hereinafter called the "purchaser," be, and is, subject to the conditions hereinafter contained, hereby authorized and empowered to acquire, purchase, construct, maintain and operate in and through parts of the present and future corporate limits of this City, which are within territories certified, for provision of retail electric service, to \_\_\_\_\_ Rural Electric Cooperative Corporation by the Public Service Commission of Kentucky pursuant to the provisions of KRS 278.016 to 278.018, as appearing on maps of such certified territories issued by and on file with such Commission, as such certified territories so defined have been or hereafter are modified by written agreements between such Cooperative and Kentucky Utilities Company subsequent to April 25, 1973 (such parts of this City being hereinafter referred to as "the said parts of this City"), a system or works for the transmission and distribution of electrical energy from points either within or without the corporate limits of this City, to said parts of this City and the inhabitants thereof, and from and through said parts of this City to persons and corporations beyond the limits thereof, and for the sale of same for light, heat, power and other purpose; and for such purposes to erect and maintain poles and other structures, wires and other apparatus necessary or convenient for the operation of said system in, upon, across, under, and along each and all of the streets, alleys and public grounds, within the said parts of this City; to have and hold, as by law authorized, any and all real estate, easements, water and other rights necessary or convenient for said purpose; to use any and all such streets, alleys and public grounds within said parts of this City while constructing or operating said electric system or works; and to cross any and all streets and streams in the said parts of this City for the purpose of constructing, maintaining or extending such poles, wires and other apparatus as may be necessary or convenient for the proper distribution of electric energy in and through the said parts of this City. Such right to maintain shall include the right to remove and/or trim trees in accordance with the purchaser's customary procedures. If, after any pole or other structure or facility has been erected or placed, in exercise of the authority herein granted, the City Council shall order the removal of said pole, structure or facility to another location, the City shall pay the cost of making such relocation; except that, if the relocation is made necessary due to widening, regrading or reconstruction of a street or highway and the pole was originally erected in public right-of-way and is in public right-of-way immediately prior to the relocation, purchaser will pay the cost of the relocation.

SECTION 2. The purchaser shall indemnify, and save harmless the City from any and all damages, judgments, decrees, costs and expenses, including a reasonable attorney's fee, which the City may legally suffer or incur or which may be legally obtained against the City for or by reason of the use and occupation of any street, alley, or public ground in the said parts of this City by the purchaser, pursuant to the terms of this franchise, or legally resulting from the exercise by the purchaser of any of the privileges herein granted; and, if any claim shall be made or suit brought against the City for damages alleged to have been sustained by reason of the occupation of any street, alley, or public ground or exercise of any privileges herein granted, by the purchaser, the City shall immediately notify the purchaser in writing thereof, and the purchaser is hereby given the right and privilege to defend or assist in defending such suit, in the name of the said parts of this City.

SECTION 3. The City may not impose upon or exact from the purchaser any fee, compensation or remuneration of any kind, or impose upon the purchaser any obligation, for the purchaser's engaging in the City or adjoining territory in the sale and distribution of electrical energy, the payments provided for in Section 9 being in consideration of the rights and privileges herein granted including those with respect to the streets, alleys and public grounds within the said parts of this City.

SECTION 4. The purchaser shall extend its electric light or power lines and install additional equipment whenever there is assured to it from additional business to be derived therefrom a reasonable return upon the investment required to install such extension.

SECTION 5. The purchaser shall have the right to make and enforce reasonable rules and regulations necessary to the proper conduct of its business and protection of its property.

SECTION 6. The purchaser shall have the right to charge for electrical energy supplied within the said parts of this City, rates that are reasonable and that are subject to regulation by the Kentucky Public Service Commission.

SECTION 7. This franchise and all rights and privileges granted hereunder shall be in full force and effect for a period of twenty (20) years from and after the date when this franchise is granted to the purchaser.

SECTION 8. This franchise may be transferred by the purchaser and the word "purchaser" whenever used in this franchise shall include and be taken to mean and apply also to all the successors and assigns of the purchaser.

SECTION 9. As additional consideration for the grant of this franchise, the purchaser will pay to the City a sum equal to 3% of the gross revenue received by the purchaser, on and after the date when the grant of this franchise becomes effective, from electric service rendered within the corporate limits of the City to customers supplied under residential and commercial revenue classifications, as now defined in the purchaser's system of accounts and reported to the Kentucky Public Service Commission. The amount payable to the City for each full calendar quarter during which this franchise is in effect shall be computed on the basis of revenues received during such quarter, and payment shall be made within 60 days after close of the quarter; the amount which may be payable to the City for a portion of a calendar quarter at the commencement or termination of the term of this franchise shall be computed on the basis of revenues received during such portion of a calendar quarter, and shall be payable not more than 60 days after the termination of the quarter which includes the period for which payment is made. If any amount paid pursuant to the provisions of this Section 9 is stated by purchaser, at the time of such payment, to be based in whole or in part on revenues which are subject to refund by purchaser, and if any part of such revenues thereafter is required to be refunded by purchaser, the City shall repay to purchaser that part of the payment made hereunder based upon such revenues required to be refunded, such repayment to be made, at purchaser's option, either on demand or by credit against the payment or payments otherwise next becoming due hereunder. Should any license tax, occupational tax or any other tax, charge or fee except ad valorem taxes be now or hereafter imposed, the amount payable under this section shall be payable only to the extent that it exceeds the sum of all such taxes, charges or fees. The Public Service Commission of Kentucky has directed that payments such as those to the City above provided for are to be recovered as charges to customers served within the involved franchise area, and that such charges are to be listed as separate items on such customers' bills. The City recognizes that the purchaser is subject to the provisions of statutes heretofore or hereafter enacted by the General Assembly of the Commonwealth of Kentucky including statutes prescribing the regulatory jurisdiction of the Kentucky Public Service Commission, and to such Commission's exercise of such jurisdiction, and could become subject to regulatory jurisdiction of other governmental agencies relative, among other subjects, to the making of the said payments and to their rate or other treatment. If the charging, payment or collection of the sums specified in this Section 9 to be payable to the City should be made unlawful or prohibited by law or regulation, the provisions of this Section 9 shall be deemed separable from the remainder of the provisions of this Ordinance and of the franchise created hereby, and such remaining provisions of the franchise shall continue to be of full force and effect. If the making of the said payments shall not be so made unlawful or prohibited, but if the purchaser at any time shall not be permitted to fully recover in its charges to its customers the purchaser's said payments to the City, provided for in this Section 9, the purchaser shall have an option to terminate this franchise, effective upon the effective date of the law, regulation or regulatory order denying such permission.

SECTION 10. If the purchaser of this franchise is the holder of a franchise previously granted by the City of STANFORD, then, unless the purchaser, as a part of his bid for this franchise expressly reserves its right under such prior franchise, such prior franchise shall be deemed terminated effective upon the effectiveness of this franchise.

SECTION 11. It shall be the duty of the City Clerk, as soon as practicable after the introduction of this ordinance, to sell at public auction, to the highest and best bidder, the within franchise at the City Hall on some day to be fixed by the City Clerk after advertising the proposed ordinance and the time and place of sale thereof at least once on a date not less than 8 nor more than 21 days before the date of sale in the following named newspaper: INTERIOR JOURNAL and in making said sale the City Clerk shall receive no bid for less amount than the total expense connected with the making of said sale including the cost of advertising, and shall report these actions hereunder at a subsequent meeting of this Council. This Council reserves the right to reject any and all bids.

ATTEST: Wanda Witherow City Clerk

WANDA WITHEROW (Signature) City Clerk  
Councilperson SHELLA KIDD  
Councilperson BILL TRACY said motion and resolution received the following affirmative votes: JACK WITHEROW

SHELLA KIDD, JC DAWSON, BILL TRACY AND FRANKIE BARLOW  
Negative:

Thereupon the Mayor announced that said resolution was duly adopted. Said ordinance was given a first reading but was not put upon its passage and it was ordered that same remain on file at least one week for public inspection and thereafter be brought up for passage at a meeting of the Board, after the City Clerk has sold the franchise at public outcry as directed in the foregoing resolution.

Thereupon the meeting was adjourned to the next regular meeting scheduled for the 5 day of JANUARY, 1988

ATTEST: Wanda Witherow City Clerk  
WANDA WITHEROW (Signature) City Clerk  
JOHN HALL (Signature) Mayor





Date of this meeting: January 5, 1989

THE CITY COUNCIL OF THE CITY OF Stanford, Kentucky, met in regular session at the regular meeting place on this date. This is the first regular meeting following the regular meeting of 1 day of December, 1988, in which a resolution was adopted to sell a franchise for electric service in certain parts of this City.

There were present at said meeting John S. Hall, Mayor, and the following Council members: Shelia Kidd, Bill Tracy, Jack Withrow, JC Dawson and Frankie Barlow

Absent: \_\_\_\_\_

The Mayor announced that a quorum was present and that the meeting was open for the transaction of business.

Wanda Withrow, City Clerk, made the following report:

"To the City Council of the City of Stanford, Kentucky.

"Council members:

"Pursuant to the resolution and ordinance introduced at the previous meeting of the Council on the 1 day of December, 1988, I was authorized and directed to advertise and receive bids for a franchise defined by said ordinance for the use and occupation of certain parts of the streets, alleys, and public grounds in this City for the transmission and distribution of electric energy for light, heat, power and other purposes. In accordance therewith, I advertised the ordinance defining the franchise and the terms and conditions upon which it was to be granted by publishing the proposed ordinance at least once on a date not less than 8 nor more than 21 days before the date of sale in the following named newspaper: Interior Journal, accompanied by a notice that I would offer for sale the franchise at public outcry on the 5 day of January, 1989, at 10:00 o'clock A. M. at the City Hall.

"Pursuant to said resolution, notice, ordinance, advertisement and publication, I offered said franchise for sale at public outcry, at the time and place mentioned in said notice. The highest bid received was that of Inter County Rural Electric Cooperative Corporation and the amount of said bid was \$ 281.80, and it was the only bid made.

"Inter County Rural Electric Cooperative Corporation was accepted by me as the highest and best bidder, subject to the right of the Council to reject said bid.

"I further report that said sum of \$ 281.80 is in excess of all costs in any wise incurred in connection with said franchise, including all costs of advertisement, sale and publication thereof, and that Inter County Rural Electric Cooperative Corporation has paid to me, as City Clerk, the amount of said bid.

"Dated 5 day of January, 1989.  
(Date of this Meeting)

Wanda Withrow, City Clerk  
(Signature) City Clerk.

Thereupon, upon motion duly made, seconded and carried, it was ordered by the Council that said report of the Clerk be and it was received and spread upon the minutes of this meeting as a part of its records in this matter.

Thereupon, Councilperson Shelia Kidd introduced the following resolution.

WHEREAS, pursuant to the action of the Council at a former meeting, the City Clerk received bids at public outcry for the sale of electric franchise created by ordinance introduced at said meeting, after due notice and advertisement as shown by the report heretofore filed; and

WHEREAS, Inter County Rural Electric Cooperative Corporation was the highest bidder for said franchise and was accepted by the Clerk as the highest bidder, subject to the right of the Council to reject said bid; and

WHEREAS, it is the opinion of this Council that Inter County Rural Electric Cooperative Corporation was and is the best, as well as the highest, bidder for said franchise; and

WHEREAS, it is the opinion of this Council that it is to the best interest of this City that Inter County Rural Electric Cooperative Corporation be accepted as the highest and best bidder for said franchise, and that said franchise should be sold and granted to it;

THEREFORE, BE IT RESOLVED, that the sale by the Clerk heretofore reported, to Inter County Rural Electric Cooperative Corporation, be and the same is hereby ratified and approved, and the bid of said Company, for said franchise, be and is hereby accepted as the highest and best bid; therefore,

BE IT FURTHER RESOLVED, that the aforesaid ordinance first introduced at the Council meeting held on the 1 day of December, 1988, be now adopted with the name of Inter County Rural Electric Cooperative Corporation inserted in Section 1 thereof as the grantee of the franchise therein provided.

BE IT FURTHER RESOLVED, that the City Clerk be, and is, hereby directed to publish said ordinance in the following named newspaper: Interior Journal

Said Councilperson moved the adoption of said resolution and said motion, being duly seconded, received the following affirmative votes: Bill Tracy, Jack Withrow, JC Dawson, Shelia Kidd, Frankie Barlow and Jim Adams

Negative: 0

The Mayor announced that said motion was duly carried and said resolution was adopted. The name of the franchise was inserted and the ordinance received the following affirmative votes: Bill Tracy, Jack Withrow, JC Dawson, Shelia Kidd, Frankie Barlow and Jim Adams

Negative: 0

The Mayor then announced that said ordinance was duly passed and adopted, signed the ordinance as Mayor and the City Clerk attested the signature.

ATTEST:

Wanda Withrow City Clerk  
(Signature) City Clerk

John S. Hall  
(Signature)



**CITY OF STANFORD, KENTUCKY**  
**ORDINANCE TO ANNEX**  
**AREA WEST OF US HIGHWAY 27 AND**  
**EAST OF KY HWY 590 CONTAINING 68.745 ACRES**

WHEREAS the City of Stanford, Kentucky is a Fourth Class City incorporated April 4, 1861, and

WHEREAS the City Council of Stanford passed, "An Ordinance of Intent to Annex Area West of US Highway 27 and East of KY HWY 590 Containing 68.745 Acres" on April 25, 2011, and

WHEREAS pursuant to provisions of KRS Chapter 81A and KRS Chapter 424, the City of Stanford, Kentucky, declared its intention to annex into its territory an area, which is an unincorporated area that is adjacent or contiguous, and by reason of population density, commercial, industrial, institutional or governmental use of land, or subdivision of land is urban in character or suitable for development for urban purposes without unreasonable delay, and no part of the proposed area is in an agricultural district formed pursuant to KRS 262.850, and

WHEREAS the City of Stanford, Kentucky complied with the notice requirements to inform the real property owners and area voters of their right to petition to have the proposed annexation placed upon the ballot for a vote, and

WHEREAS no petition to place the proposed annexation on the ballot for a vote was properly executed and filed with the Mayor of Stanford, Kentucky by the deadline of June 27, 2011, and

WHEREAS the City of Stanford, Kentucky, having met all the preliminary requirements, now desires to annex the following real property into the City of Stanford, Kentucky, therefore



BE IT ORDAINED BY THE CITY OF STANFORD, KENTUCKY:

That the real property denoted in the, "Ordinance of Intent to Annex Area West of US Highway 27 and East of KY HWY 590 Containing 68.745 Acres" passed by the Stanford City Council on April 25, 2011, is hereby and shall be annexed into the City of Stanford, Kentucky.

The real property was described in the "Ordinance of Intent to Annex Area West of US Highway 27 and East of KY HWY 590 Containing 68.745 Acres" by a written property description prepared by Douglas G. Gooch of AGE Engineering Services, Inc., and dated March 25, 2011. A copy is attached hereto as Exhibit 1.

The City of Stanford, Kentucky has a Planning and Zoning Board. The Stanford Planning and Zoning Board has adopted classifications for the annexed area. On June 30, 2011, the City of Stanford, Planning and Zoning Board approved a HIGHWAY COMMERCIAL (HC) zone for the entire annexed area. A map of the annexed area prepared by Douglas G. Gooch of AGE Engineering Services, Inc., with the applicable planning and zoning classifications is attached hereto as Exhibit 2.

This ordinance and corresponding maps are on file at the City Clerk's Office 305 East Main Street, Stanford, Kentucky 40484.

This ordinance shall take effect after its passage and upon publication.

First reading of the ordinance July 7, 2011.

Second reading of the ordinance July 13, 2011.

Passed and adopted this 13<sup>th</sup> day of July, 2011.

  
Mayor William Miracle

Attest   
City Clerk



**Ordinance Description**  
**City of Stanford Proposed Annexation**

This being a proposed annexation ordinance enacted by the City Council of Stanford on the 25<sup>th</sup> day of April, 2011 and being more particularly described as follows:

Commencing at a point along the centerline of KY HWY 590, said point being 25 feet east of an aluminum cap found in concrete stamped "City of Stanford, Corporate Limits" on the division line between Robert Cochran (D.B. 323, Pg. 159) and the Randall and Cynthia Allen 2008 Trust (D.B. 383, Pg. 144); Being the Northeast corner of the City of Stanford Annexation 110.2 dated November 3, 1977 and being retraced December 15, 2010, and having Kentucky State Plane Coordinates N:2085170.780, E:1959487.323 (based on Kentucky State Plane Coordinate System South Zone), and being the **Point of Beginning for this description**; THENCE with the centerline of KY HWY 590 the following two calls: N20°04'16"W – 821.63 feet to point and N19°21'36"W – 723.33 feet to a point in the centerline of KY HWY 590; THENCE leaving said centerline and with the fence division line of Owens Chevrolet, Inc. (D.B. 197, Pg. 230) and the Bertha Withers Thomas Est. (D.B. 104, Pg. 532) N55°47'31"E - 156.54 feet to a point in the fence line; THENCE with same fence a new division line of Owens Chevrolet, Inc. (D.B. 197, Pg. 233) and Owens Chevrolet, Inc. (D.B. 197, Pg. 230) N55°47'31"E – 180.81 feet to a corner post in fence line; THENCE across the land of Owens Chevrolet, Inc. (D.B. 197, Pg. 230) S25°20'01"E – 1151.71 feet to a fence corner post; THENCE with the fence line S46°46'11"E – 300.64 to the centerline of Ridgeway Road; THENCE with the centerline of Ridgeway Road N41°35'51"E – 523.35 feet to a point in the centerline of Ridgeway Road; THENCE leaving said centerline and with the fence division line of Owens Chevrolet, Inc. (D.B. 197, Pg. 230) and Delmer and Helen Reffitt (D.B. 373, Pg. 649) N49°16'24"W – 237.02 feet to a fence corner post; THENCE across the land of Owens Chevrolet, Inc. (D.B. 197, Pg. 230) the following five calls: N40°36'37"E – 249.55 feet to point, N52°31'49"E – 196.04 feet to point, N65°52'01"E – 190.44 feet to point, N74°21'58"E – 297.93 feet to point, and N78°43'11"E – 251.17 feet to a post in the fence line; THENCE with the fence division line of Owens Chevrolet, Inc. (D.B. 197, Pg. 230) and Eddie Ray Carter (D.B. 239, Pg. 597) S25°23'30"E – 268.61 feet to the centerline of Ridgeway Road; THENCE with the centerline of Ridgeway Road the following six calls: S83°28'04"W – 95.34 feet to point, S80°27'02"W – 178.55 feet to point, S77°22'04"W – 105.51 feet to point, S74°01'35"W – 149.90 feet to point, S71°59'10"W – 70.36 feet to point, and S68°25'27"W – 55.75 feet to point in the centerline of Ridgeway Road; THENCE leaving said centerline and with the division line of the Barrows Cemetery and Jim Mullins Est. (no PVA record) S54°37'11"E – 369.09 feet to a point in the fence line; THENCE with the fence division line of Barrows Cemetery and Kenneth Lowe (D.B. 360, Pg. 060) S07°34'10"E – 242.58 feet to an iron pin found stamped PLS #1880; THENCE with the fence division line of Owens Chevrolet, Inc. (D.B. 208, Pg. 662) and Kenneth Lowe (D.B. 360, Pg. 060) S06°52'24"E – 206.69 feet to an iron pin found stamped PLS #3350; THENCE with the fence division line of Owens Chevrolet, Inc. (D.B. 208, Pg. 662) and the ~~Caudill Family~~ Irrevocable Trust (D.B. 346, Pg. 078) the following two calls: S54°41'14"W – 196.03 feet to an iron pin found stamped PLS #3350 and S37°27'39"E – (199.25 feet to an iron pin found stamped PLS #2355) in all 250.28 feet to the design centerline of US HWY 27; THENCE with the design

Exhibit 1



centerline of US HWY 27 the following two calls: a curve to the left, having a Chord Bearing  $S38^{\circ}14'42''W$ , a Chord Length of 775.20 feet, a Radius of 5730.00 feet, and an arc length of 775.79 feet to a point and  $S34^{\circ}18'05''W - 859.57$  to a point along the design centerline of US HWY 27; THENCE leaving said design centerline and with the division line of K&J Trust (D.B. 342, Pg. 637) and the Bluegrass Mobile Home Park, LLC. (D.B. 190, Pg. 606)  $N59^{\circ}35'08''W - 362.95$  feet to an iron pin found stamped PLS #3350; THENCE with the division line of Owens Chevrolet, Inc. (D.B. 208, Pg. 662) and the Bluegrass Mobile Home Park, LLC. (D.B. 190, Pg. 606)  $N59^{\circ}35'08''W - 264.33$  to an iron pin found stamped PLS #1253; THENCE with the division line of Owens Chevrolet, Inc. (D.B. 208, Pg. 662) and David and Lorene Hensley (D.B. 275, Pg. 113)  $N59^{\circ}35'08''W - (249.89$  to an iron pin found stamped PLS #3350) in all 272.36 feet to a point in the centerline of KY HWY 590 and being on the line of Annexation Ordinance 110.2; THENCE with the center line of KY 590 and the line of Annexation Ordinance 110.2 the following six calls:  $N11^{\circ}47'39''E - 7.76$  feet to a corner,  $N16^{\circ}17'39''E - 361.00$  feet to a corner,  $N20^{\circ}17'39''E - 128.00$  feet to a corner,  $N28^{\circ}17'39''E - 80.00$  feet to a corner,  $N35^{\circ}17'39''E - 161.00$  feet to a corner, and  $N17^{\circ}38'59''W - 94.00$  feet to the Point of Beginning and containing 68.745 acres by survey.

*Rough*  
STATE OF KENTUCKY  
D.G. GOOCH  
3118  
LICENSED  
PROFESSIONAL  
LAND SURVEYOR

TARIFF BRANCH  
**RECEIVED**  
9/28/2012  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY