

**City Council Members**

Chuck Bradley  
Millie Butcher Conway  
Polly Singer Eardley  
David Lusby



**City Council Members**

Mark Showalter  
Karen Tingle-Sames  
Connie Tackett  
Marvin Thompson

**TOM PRATHER, MAYOR**

**Georgetown City Council Meeting**

**July 10, 2017**

**6:00 pm**

**AGENDA**

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
- 4. Receipt of Check Register**
- 5. Public Comments**
- 6. Mayor's Comments - Resolution Recognizing Hamilton Hinkle**
- 7. Engineer - Municipal Order Approving Cost of Street Light Installation and Monthly Tariff**
- 8. Fire- Municipal Order Approving the Purchase of Vehicle**
- 9. Public Works - Municipal Order Approving the Purchase of Backhoe**
- 10. City Attorney**
  - a) Second Reading of Garbage Ordinance Amendment-Sponsors Millie Butcher Conway and Marvin Thompson**
  - b) Executive Session to Discuss Potential Litigation**
  - c) First Reading of an Ordinance Advertising for an Electric Franchise**
- 11. Council Comments**
- 12. Adjourn**

Georgetown City Council Meeting  
June 26, 2017  
6:00 pm

The meeting of the Georgetown City Council was called to order by Tom Prather.

All members being present, except Councilmember Conway. Councilmember Lusby led the pledge after a moment of silence.

1. **Minutes**

A motion was made by Councilmember Tackett and seconded by Councilmember Tingle-Sames to approve the minutes from the City Council meeting June 12, 2017. **The motion was unanimously approved.**

2. **Acknowledgement Receipt of Check Register**

Mayor Prather requested that council acknowledge receipt of the check register. Council members all acknowledged such receipt.

3. **City Attorney**

a) First reading of amendment to garbage ordinance.

b) Municipal Order approving an MOA for recycling, consignment, processing and marketing of recovered materials. A motion for approval was made by Councilmember Tackett and seconded by Councilmember Singer Eardley. **The motion was unanimously approved.**

4. **Engineer**

Resolution accepting MAP funds for FY 17-18. A motion for approval was made by Councilmember Lusby and seconded by Councilmember Thompson. **The motion was unanimously approved.**

5. **Finance**

a) Second reading of FY 2016-2017 budget amendment. A motion for approval was made by Councilmember Singer Eardley and seconded by Councilmember Tackett. **The motion passed 7-0.**

b) Municipal Order assigning fund balance. A motion for approval was made by Councilmember Thompson and seconded by Councilmember Singer Eardley. **The motion was unanimously approved.**

6. **Human Resources**

Second reading of amendment to personnel ordinance. A motion for approval was made by Councilmember Tackett and seconded by Councilmember Singer Eardley. **The motion passed 7-0.**

7. **Police Department**

Municipal Order replacing and upfitting two police vehicles. A motion for approval was made by Councilmember Lusby and seconded by Councilmember Thompson. **The motion was unanimously approved.**

**There being no further business Mayor Prather adjourned the meeting**

APPROVED

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Tom Prather, Mayor

ATTESTED BY:

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Tracie Hoffman, City Clerk-Treasurer

# Georgetown, City of

## Check Report by Check Number

Banks: All

Payment Method: Checks, ACH, EFT

Vendors: 52NDREGI to ZUMWALTB

Checks: All

Check Dates: 6/27/2017 to 7/31/2017

As Of Check Cashed Date: 1/1/1900 to 7/31/2017

Include Voids: No

Check Status: Cashed And Outstanding

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
<b>Bank: 1R - WHITAKER BANK</b>								
0000098961	06/27/2017	VISA	VISA	Check	Outstanding		\$0.00	\$2,567.64
0000098962	06/27/2017	MIDAS	MIDAS TOTAL CAR CARE	Check	Outstanding		\$0.00	\$3,399.50
0000098963	06/30/2017	AZTOWING	A & Z TOWING & RECOVERING	Check	Outstanding		\$0.00	\$465.00
0000098964	06/30/2017	ADTSECUR	ADT SECURITY SERVICES	Check	Outstanding		\$0.00	\$82.71
0000098965	06/30/2017	ADVANAUT	ADVANCE AUTO PARTS	Check	Outstanding		\$0.00	\$35.44
0000098966	06/30/2017	ARAMARKU	ARAMARK UNIFORM SERVICE	Check	Outstanding		\$0.00	\$126.52
0000098967	06/30/2017	WILSONAR	ARLENE WILSON	Check	Outstanding		\$0.00	\$10.00
0000098968	06/30/2017	ATSCONST	ATS CONTRUCTION	Check	Outstanding		\$0.00	\$155.00
0000098969	06/30/2017	AUTOZONE	AUTOZONE INC	Check	Outstanding		\$0.00	\$95.88
0000098970	06/30/2017	NORTHERN	BLUE TARP FINANCIAL	Check	Outstanding		\$0.00	\$119.83
0000098971	06/30/2017	BOUNDTREE	BOUND TREE MEDICAL, LLC	Check	Outstanding		\$0.00	\$586.99
0000098972	06/30/2017	BROWNELL	BROWNELLS INC.	Check	Outstanding		\$0.00	\$765.90
0000098973	06/30/2017	BYPASSRE	BYPASS RENTAL CENTER	Check	Outstanding		\$0.00	\$126.97
0000098974	06/30/2017	CCPINDUS	CCP INDUSTRIES INC.	Check	Outstanding		\$0.00	\$83.60
0000098975	06/30/2017	CENKYLAN	CENTRAL KY.LANDFILL	Check	Outstanding		\$0.00	\$17,034.10
0000098976	06/30/2017	CLOSTERMAN	CLOSTERMAN HOME IMPROVEMENT	Check	Outstanding		\$0.00	\$125.00
0000098977	06/30/2017	DELLINC.	DELL INC.	Check	Outstanding		\$0.00	\$3,888.56
0000098978	06/30/2017	DOUBLEST	DOUBLESTAR CORPORATION	Check	Outstanding		\$0.00	\$1,968.91
0000098979	06/30/2017	EMPLOYEEREIMB	MEGHAN SHOOK	Check	Outstanding		\$0.00	\$61.74
0000098980	06/30/2017	EMPLOYEEREIMB	Kendra Jones	Check	Outstanding		\$0.00	\$87.49
0000098981	06/30/2017	EMPLOYEEREIMB	PHILIP R. HALLEY	Check	Outstanding		\$0.00	\$133.31
0000098982	06/30/2017	EMPLOYEEREIMB	JOSEPH PAYTON	Check	Outstanding		\$0.00	\$49.50
0000098983	06/30/2017	EMPLOYEEREIMB	EMPLOYEE REIMBURSEMENTS	Check	Outstanding		\$0.00	\$153.83
0000098984	06/30/2017	EMPLOYEEREIMB	DARIN ALLGOOD - PD	Check	Outstanding		\$0.00	\$97.08
0000098985	06/30/2017	EMPLOYEEREIMB	JOSEPH PAYTON	Check	Outstanding		\$0.00	\$109.15
0000098986	06/30/2017	EMPLOYEEREIMB	PHILIP R. HALLEY	Check	Outstanding		\$0.00	\$9.62
0000098987	06/30/2017	ENVIROSIGNS	ENVIROSIGNS, LTD	Check	Outstanding		\$0.00	\$1,787.01
0000098988	06/30/2017	EVERMANA	EVERMAN'S ALUMINUM	Check	Outstanding		\$0.00	\$125.00
0000098989	06/30/2017	FASTENAL	FASTENAL	Check	Outstanding		\$0.00	\$125.10
0000098990	06/30/2017	FDSAS	FIRE DEPARTMENT SERVICE & SUPPLY	Check	Outstanding		\$0.00	\$2,525.80
0000098992	06/30/2017	GALLS	GALLS, LLC	Check	Outstanding		\$0.00	\$3,559.88
0000098993	06/30/2017	GLOBALSU	GLOBAL SUPPLY & FLOOR EQUIPMENT	Check	Outstanding		\$0.00	\$319.66
0000098994	06/30/2017	GTMUNWAT	GT MUNICIPAL WATER & SEW.	Check	Outstanding		\$0.00	\$5,090.55
0000098995	06/30/2017	GTPROFIR	GT PRO FIREFIGHTERS 3681	Check	Outstanding		\$0.00	\$1,185.00
0000098996	06/30/2017	GULFSTAT	GULF STATES DISTRIBUTORS	Check	Outstanding		\$0.00	\$8,240.36

**Check Report by Check Number**  
**As Of Check Cashed Date: 1/1/1900 to 7/31/2017**

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
0000098997	06/30/2017	HAMILRYK	HAMILTON RYKER	Check	Outstanding		\$0.00	\$2,878.92
0000098998	06/30/2017	HAMILTHI	HAMILTON-HINKLE PAVING CO	Check	Outstanding		\$0.00	\$33,504.22
0000098999	06/30/2017	HIGHBRID	HIGHBRIDGE SPRING WATER	Check	Outstanding		\$0.00	\$35.50
0000099000	06/30/2017	HEMOCITY	HOME CITY ICE CO.	Check	Outstanding		\$0.00	\$258.75
0000099001	06/30/2017	HURSTOFF	HURST OFFICE SUPP. LLC	Check	Outstanding		\$0.00	\$430.90
0000099002	06/30/2017	KCTCS	KCTCS-FIRE COMMISSION	Check	Outstanding		\$0.00	\$500.00
0000099003	06/30/2017	KAFC	KENTUCKY ASSOCIATION OF FIRE CHIEF	Check	Outstanding		\$0.00	\$250.00
0000099004	06/30/2017	KYMOTORS	KOI ENTERPRISES	Check	Outstanding		\$0.00	\$2,073.00
0000099005	06/30/2017	KYAMWATE	KY AMERICAN WATER COMPANY	Check	Outstanding		\$0.00	\$869.11
0000099006	06/30/2017	KTOA	KY TACTICAL OFFICERS	Check	Outstanding		\$0.00	\$800.00
0000099007	06/30/2017	KYLIGHTI	KY.LIGHTING & SUPPLY,INC.	Check	Outstanding		\$0.00	\$6,064.85
0000099008	06/30/2017	LWEMERGE	L & W EMERGENCY EQUIPMENT	Check	Outstanding		\$0.00	\$4,006.54
0000099009	06/30/2017	LEAKELIMINATORS	LEAK ELIMINATORS, LLC	Check	Outstanding		\$0.00	\$131,519.75
0000099010	06/30/2017	AINLINDA	LINDA K AIN	Check	Outstanding		\$0.00	\$1,260.00
0000099011	06/30/2017	LINEX	LINE-X OF KY, LLC	Check	Outstanding		\$0.00	\$1,417.20
0000099012	06/30/2017	LOWES	LOWE'S BUSINESS ACCOUNT	Check	Outstanding		\$0.00	\$2,066.97
0000099013	06/30/2017	LYNNBLUE	LYNN IMAGING	Check	Outstanding		\$0.00	\$27.43
0000099014	06/30/2017	MLSPOWER	MLS POWERSPORTS, LLC	Check	Outstanding		\$0.00	\$2,898.00
0000099015	06/30/2017	MOSESS	MOSESS INC.	Check	Outstanding		\$0.00	\$399.85
0000099017	06/30/2017	MUNEQUIP	MUNICIPAL EQUIPMENT, INC	Check	Outstanding		\$0.00	\$3,067.75
0000099018	06/30/2017	NALLYGIB	NALLY & GIBSON	Check	Outstanding		\$0.00	\$179.96
0000099019	06/30/2017	OSERPAIN	OSER PAINT CENTER	Check	Outstanding		\$0.00	\$518.00
0000099020	06/30/2017	OVERHEAD	OVERHEAD DOOR CO OF LEX	Check	Outstanding		\$0.00	\$3,190.00
0000099021	06/30/2017	OWENELEC	OWEN ELECTRIC CO OPERATIV	Check	Outstanding		\$0.00	\$1,364.93
0000099022	06/30/2017	PETTYMAY	PETTY CASH-CITY	Check	Outstanding		\$0.00	\$163.62
0000099023	06/30/2017	POSITIVE	POSITIVE PROMOTIONS	Check	Outstanding		\$0.00	\$328.19
0000099024	06/30/2017	QUILL	QUILL	Check	Outstanding		\$0.00	\$1,181.14
0000099025	06/30/2017	SSTIRELE	S & S TRUCK TIRE CENTER	Check	Outstanding		\$0.00	\$1,504.82
0000099026	06/30/2017	SCFISCAL	SCOTT COUNTY FISCAL COURT	Check	Outstanding		\$0.00	\$56,579.92
0000099027	06/30/2017	SIMPLEX	SIMPLEX GRINNELL	Check	Outstanding		\$0.00	\$3,133.00
0000099028	06/30/2017	SIRCHIEF	SIRCHIE FINGER PRINT LAB.	Check	Outstanding		\$0.00	\$583.52
0000099029	06/30/2017	SITESUPP	SITE SUPPLY	Check	Outstanding		\$0.00	\$95.74
0000099030	06/30/2017	SOUSTATE	SOUTHERN STATES CO-OP	Check	Outstanding		\$0.00	\$245.77
0000099031	06/30/2017	SPECTRUM	SPECTRUM BUSINESS	Check	Outstanding		\$0.00	\$6,941.49
0000099032	06/30/2017	SPRINT	SPRINT COMMUNICATIONS CO.	Check	Outstanding		\$0.00	\$40.24
0000099033	06/30/2017	STRINGFE	STRINGFELLOW, INC	Check	Outstanding		\$0.00	\$138.25
0000099034	06/30/2017	STURGILL	STURGILL, TURNER, BARKER & MOLONEY	Check	Outstanding		\$0.00	\$6,522.35
0000099035	06/30/2017	SUPERIOR	SUPERIOR HOSE & FITTINGS	Check	Outstanding		\$0.00	\$29.70
0000099036	06/30/2017	TERMINIX	TERMINIX PROCESSING CTR.	Check	Outstanding		\$0.00	\$49.00
0000099037	06/30/2017	UNIFIRST	UNIFIRST HOLDINGS INC	Check	Outstanding		\$0.00	\$689.62
0000099038	06/30/2017	VERIZONW	VERIZON WIRELESS	Check	Outstanding		\$0.00	\$5,244.42
0000099039	06/30/2017	VOGELPOH	VOGELPOHL FIRE EQUIPMENT	Check	Outstanding		\$0.00	\$2,408.03
0000099040	06/30/2017	WOODFORD	WOODFORD OIL COMPANY	Check	Outstanding		\$0.00	\$532.00
0000099041	06/30/2017	YOUNGERI	YOUNGER INC.	Check	Outstanding		\$0.00	\$998.00
0000099042	06/30/2017	ADVANAUT	ADVANCE AUTO PARTS	Check	Outstanding		\$0.00	\$118.93
0000099043	06/30/2017	AUTOZONE	AUTOZONE INC	Check	Outstanding		\$0.00	\$89.99

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Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
0000099044	06/30/2017	CLARKSWELD	CLARKS WELDING, LLC	Check	Outstanding		\$0.00	\$2,135.25
0000099045	06/30/2017	HAMILRYK	HAMILTON RYKER	Check	Outstanding		\$0.00	\$1,028.40
0000099046	06/30/2017	KYFREIGH	KY. FREIGHTLINER TRUCKS	Check	Outstanding		\$0.00	\$18.52
0000099047	06/30/2017	LEXTRUCK	LEXINGTON TRUCK SALES	Check	Outstanding		\$0.00	\$474.77
0000099048	06/30/2017	LYNNBLUE	LYNN IMAGING	Check	Outstanding		\$0.00	\$347.72
0000099049	06/30/2017	QUILL	QUILL	Check	Outstanding		\$0.00	\$56.99
0000099050	06/30/2017	SSTIRELE	S & S TRUCK TIRE CENTER	Check	Outstanding		\$0.00	\$1,200.04
0000099051	06/30/2017	SIMPLEX	SIMPLEX GRINNELL	Check	Outstanding		\$0.00	\$1,614.00
0000099052	06/30/2017	STURGILL	STURGILL, TURNER, BARKER & MOLONEY	Check	Outstanding		\$0.00	\$2,789.80
0000099053	06/30/2017	GALLS	GALLS, LLC	Check	Outstanding		\$0.00	\$56.90
0000099054	06/30/2017	QUILL	QUILL	Check	Outstanding		\$0.00	\$780.51
0000099055	06/30/2017	VOGELPOH	VOGELPOHL FIRE EQUIPMENT	Check	Outstanding		\$0.00	\$358.17
0000099056	07/07/2017	AMZACGAR	AMZAC GARAGE DOORS	Check	Outstanding		\$0.00	\$1,280.00
0000099057	07/07/2017	ASCAP	ASCAP	Check	Outstanding		\$0.00	\$346.83
0000099058	07/07/2017	BIDDLECO	BIDDLE CONSULTING	Check	Outstanding		\$0.00	\$699.00
0000099059	07/07/2017	BRINDLEE	BRINDLEE MOUNTAIN FIRE APPARATUS,	Check	Outstanding		\$0.00	\$225,000.00
0000099060	07/07/2017	CAREHERE	CARE HERE LLC	Check	Outstanding		\$0.00	\$16,697.81
0000099061	07/07/2017	CORVUS	CORVUS JANITORIAL SYSTEMS	Check	Outstanding		\$0.00	\$375.00
0000099062	07/07/2017	DELLINC.	DELL INC.	Check	Outstanding		\$0.00	\$5,556.93
0000099063	07/07/2017	EMPLOYEEIREIMB	ANTHONY VALDEZ	Check	Outstanding		\$0.00	\$247.46
0000099064	07/07/2017	EMPLOYEEIREIMB	BLAKE LIZER	Check	Outstanding		\$0.00	\$204.58
0000099065	07/07/2017	FINLEYFI	FINLEY FIRE	Check	Outstanding		\$0.00	\$7,143.00
0000099066	07/07/2017	FDSAS	FIRE DEPARTMENT SERVICE & SUPPLY	Check	Outstanding		\$0.00	\$2,940.33
0000099067	07/07/2017	GTSCMUSE	G.T. / S.C. MUSEUM	Check	Outstanding		\$0.00	\$10,000.00
0000099068	07/07/2017	GALLS	GALLS, LLC	Check	Outstanding		\$0.00	\$156.42
0000099069	07/07/2017	GTCHAMBE	GEO. CHAMBER OF COMMERCE	Check	Outstanding		\$0.00	\$3,937.50
0000099070	07/07/2017	GTNEWS	GEORGETOWN NEWS-GRAPHIC	Check	Outstanding		\$0.00	\$1,062.29
0000099071	07/07/2017	GTPARKSR	GEORGETOWN PARKS & REC.	Check	Outstanding		\$0.00	\$83,850.63
0000099072	07/07/2017	GTMUNWAT	GT MUNICIPAL WATER & SEW.	Check	Outstanding		\$0.00	\$25,000.00
0000099073	07/07/2017	GTSCSENI	GT/SC SENIOR CITIZENS	Check	Outstanding		\$0.00	\$8,083.33
0000099074	07/07/2017	HAMILRYK	HAMILTON RYKER	Check	Outstanding		\$0.00	\$1,085.92
0000099075	07/07/2017	RENAISSA	HISTORIC GEORGETOWN	Check	Outstanding		\$0.00	\$22,500.00
0000099076	07/07/2017	HURSTOFF	HURST OFFICE SUPP. LLC	Check	Outstanding		\$0.00	\$65.98
0000099077	07/07/2017	IDEALFARM	IDEAL FARM SUPPLY, LLC	Check	Outstanding		\$0.00	\$5,363.18
0000099078	07/07/2017	KAFFENBA	KAFFENBARGER TRUCK EQ CO	Check	Outstanding		\$0.00	\$101.00
0000099079	07/07/2017	KLCINSUR	KENTUCKY LEAGUE OF CITIES	Check	Outstanding		\$0.00	\$463,901.54
0000099080	07/07/2017	KYMOTORS	KOI ENTERPRISES	Check	Outstanding		\$0.00	\$35.96
0000099081	07/07/2017	KYAMWATE	KY AMERICAN WATER COMPANY	Check	Outstanding		\$0.00	\$6,990.55
0000099082	07/07/2017	COURTNET	KY STATE TREASURER	Check	Outstanding		\$0.00	\$120.00
0000099083	07/07/2017	KRCC	KY. REGIONAL CABLE COMM.	Check	Outstanding		\$0.00	\$2,500.00
0000099084	07/07/2017	LEAKELIMINATORS	LEAK ELIMINATORS, LLC	Check	Outstanding		\$0.00	\$8,048.18
0000099085	07/07/2017	COLLINSMICHAEL	MICHAEL COLLINS	Check	Outstanding		\$0.00	\$1,499.27
0000099086	07/07/2017	MIDAS	MIDAS TOTAL CAR CARE	Check	Outstanding		\$0.00	\$936.79
0000099087	07/07/2017	PURCHASE	PURCHASE POWER	Check	Outstanding		\$0.00	\$82.47
0000099088	07/07/2017	QUILL	QUILL	Check	Outstanding		\$0.00	\$445.57
0000099089	07/07/2017	SAFTICOI	SAF-TI-CO, INC.	Check	Outstanding		\$0.00	\$408.00

**Check Report by Check Number**  
**As Of Check Cashed Date: 1/1/1900 to 7/31/2017**

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
0000099090	07/07/2017	SCUNITED	SCOTT CO. UNITED INC.	Check	Outstanding		\$0.00	\$20,000.00
0000099091	07/07/2017	SCFISCAL	SCOTT COUNTY FISCAL COURT	Check	Outstanding		\$0.00	\$199,025.02
0000099092	07/07/2017	SIMGRIN	SIMPLEX GRINNELL	Check	Outstanding		\$0.00	\$207.00
0000099093	07/07/2017	SOFTWARE	SOFTWARE SOLUTIONS	Check	Outstanding		\$0.00	\$8,768.00
0000099094	07/07/2017	UPS	UPS	Check	Outstanding		\$0.00	\$35.62
0000099095	07/07/2017	DOVERELE	THYSSENKRUPP ELEVATOR	Check	Outstanding		\$0.00	\$380.22
0000099096	07/07/2017	WORTHNC	WORTH NC LLC	Check	Outstanding		\$0.00	\$8,790.00
0000099097	07/07/2017	FINLEYFI	FINLEY FIRE	Check	Outstanding		\$0.00	\$782.21
0000099098	07/07/2017	FORTUNEC	FORTUNE COLLISION	Check	Outstanding		\$0.00	\$1,681.06
0000099099	07/07/2017	KLCINSUR	KENTUCKY LEAGUE OF CITIES	Check	Outstanding		\$0.00	\$381,033.27
0000099100	07/07/2017	NETGAINT	NETGAIN TECHNOLOGIES INC.	Check	Outstanding		\$0.00	\$2,387.50
<b>1R - WHITAKER BANK Total:</b>							<b>\$0.00</b>	<b>\$1,883,113.49</b>
<b>Grand Total:</b>							<b>\$0.00</b>	<b>\$1,883,113.49</b>

CITY OF GEORGETOWN

RESOLUTION 17-\_\_\_\_\_

A RESOLUTION OF THE CITY OF GEORGETOWN RELATED TO APPRECIATION OF THE SERVICE OF HAMILTON HINKLE PAVING COMPANY.

WHEREAS, Hamilton Hinkle Paving Company has made generous donations, volunteered countless hours, and worked to further many City initiatives; and

WHEREAS, the Georgetown City Council has expressed a desire to publicly and genuinely thank Hamilton Hinkle Paving Company for this service;

NOW THEREFORE, be it resolved by the City of Georgetown that:

The Georgetown City Council, on behalf of the City of Georgetown, its employees, its residents, and all other parties otherwise reliant upon the workings of our City, acknowledges and, by this Resolution, formally enters upon the permanent record, appreciation to Hamilton Hinkle Paving Company for its service to the community. The Council, furthermore, looks forward to the future of this relationship.

This RESOLUTION was approved by vote of the City Council, City of Georgetown on the 10<sup>th</sup> day of July, 2017.

CITY COUNCIL OF GEORGETOWN

\_\_\_\_\_  
By: Tom Prather, Mayor

ATTESTED BY:

\_\_\_\_\_  
Tracie Hoffman, City Clerk/Treasurer





**MUNICIPAL ORDER**

**17-\_\_\_\_\_**

**July 10, 2017**

**AN ORDER APPROVING THE INSTALLATION OF TWENTY-ONE (21) STREET LIGHTS AND THE TARIFF ASSOCIATED THEREWITH AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS.**

WHEREAS, the installation of street lights on numerous city streets is necessary for the health, safety, and welfare of the citizens of Georgetown; and

WHEREAS, the city has developed a list of streets and intersections at which it intends to place these twenty-one (21) lights; and

WHEREAS, the installation cost will be approximately \$13,000.00, and the monthly tariff will be approximately \$424.65; and

WHEREAS, this project is provided for in the FY2017-2018 budget; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Georgetown City Council that the installation of twenty-one (21) street lights at a cost of approximately \$13,000.00, along with a monthly tariff of approximately \$424.65, is hereby approved, and the Mayor is authorized to sign all relevant documents.

**PASSED AND APPROVED, this July 10, 2017.**

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Tom Prather, Mayor

**ATTEST:** \_\_\_\_\_  
Tracie Hoffman, City Clerk

**City Council Members**

Chuck Bradley  
 Millie Butcher Conway  
 Polly Singer Eardley  
 David Lusby



**City Council Members**

Mark Showalter  
 Connie Tackett  
 Karen Tingle-Sames  
 Marvin Thompson

**TOM PRATHER, MAYOR**

Location	Number of Lights	Fixture Type	Install Cost	Monthly Tariff	Mo Tariff Per Light
Intersection: 25 N / Cardinal Drive	1	Cobra	\$ 434.74	\$ 25.61	\$ 25.61
Intersection: 25 N / Colony Blvd	1	Cobra	None	\$ 24.46	\$ 24.46
Intersection: 32 / Darby Dr N	1	Cobra	None	\$ 24.46	\$ 24.46
Intersection: Degaris Mill / Morgan Mill	1	Cobra	\$ 603.45	\$ 10.28	\$ 10.28
Intersection: N Hamilton/ E Washington	1	Cobra	None	\$ 16.08	\$ 16.08
160 Rucker Ave	1	Cobra HPS	None	\$ 9.86	\$ 9.86
Intersection: Oxford Dr / Co Park at Lanes Run	1	Cobra	\$ 940.87	\$ 16.08	\$ 16.08
Intersection: 32 / Degaris Mill - Darby Dr S	2	Cobra	\$ 603.45	\$ 16.08	\$ 8.04
Intersection: Oxford Dr / Cherry Hill Dr	1	Cobra	\$ 772.16	\$ 16.08	\$ 16.08
202/204 Independence Court	1	Cobra	\$ 2,000.00	\$ 24.46	\$ 24.46
Oxford Dr (Connector Rd to Tanbark Dr) Include all intersections between.	10	Cobra	\$ 5,599.76	\$ 241.20	\$ 24.12
<b>Total</b>			<b>\$ 10,954.43</b>	<b>\$ 424.65</b>	





**MUNICIPAL ORDER**

**17-\_\_\_\_\_**

**July 10, 2017**

**AN ORDER APPROVING THE PURCHASE OF A 2018 CHEVROLET TAHOE FOR THE FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS.**

WHEREAS, the purchase of this vehicle was approved in the FY2017-2018 budget; and

WHEREAS, Bob Hook Chevrolet in Louisville, Kentucky holds State Contract MA 758-110000090-4 for the 2018 Chevrolet Tahoe 4WD in the amount of \$35,545.00; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Georgetown City Council that the purchase of a 2018 Chevrolet Tahoe 4WD in the amount of \$35,545.00, from Bob Hook Chevrolet, is approved, and the Mayor is authorized to sign all relevant documents.

**PASSED AND APPROVED, this July 10, 2017.**

\_\_\_\_\_  
Tom Prather, Mayor

**ATTEST:** \_\_\_\_\_  
Tracie Hoffman, City Clerk



COMMERCIAL / FLEET ORDER FOR A MOTOR VEHICLE

7-6-17

DATE

BOB HOOK CHEVROLET  
 4144 Bardstown Road Louisville, KY 40218  
 502-499-0800 • 888-480-1854  
 Fax 502-657-3401 www.bobhook.com

CITY OF GEORGETOWN  
 PURCHASER'S NAME  
 100 NORTH COURT ST.  
 STREET ADDRESS  
 GEORGETOWN KY 40324  
 CITY COUNTY STATE ZIP  
 502 863-7835  
 CELL PHONE BUS PHONE  
 ERIC.COLEN@GEORGETOWNKY.GOV  
 FAX EMAIL

PLEASE ENTER MY ORDER FOR THE FOLLOWING:

- NEW  CAR  
 USED  TRUCK  DEMO

YEAR 2018 MAKE CHEVROLET

MODEL NUMBER TRADE 4WD BODY TYPE SUV COLOR RED VIN#

MILES ON UNIT LICENSE# YEAR SALESPERSON FLOE STOCK NO.

VEHICLE PRICE \$

STATE CONTRACT PRICE

35545 00

PRICE VALID ON ORDERS BEFORE 7-31-17

STATE CONTRACT # 7581100000904

Contact Person _____			
FAN _____			
Bid No. _____			
Item No. _____		Use Tax	---
Delivery Type _____		Tag	---
Lien? <input type="checkbox"/> No <input type="checkbox"/> Yes		Transfer	---
Lease? <input type="checkbox"/> No <input type="checkbox"/> Yes		Dealer Services	148.75

S.S. # <input type="checkbox"/> / Tax ID# <input type="checkbox"/>	D.O.B. <input type="checkbox"/> / D.O.I. <input type="checkbox"/>		
1.			
2.			

DESCRIPTION OF TRADE-IN				
YEAR	MAKE	MODEL	TYPE	COLOR
SERIAL NO.	MILEAGE			

BALANCED OWED	GOOD TIL	BALANCE OWED TO:	
---------------	----------	------------------	--

LIC.# IF ACTUAL PAYOFF IS MORE, CUSTOMER AGREES TO PAY DIFFERENCE. IF LESS, DEALER AGREES TO REFUND CUSTOMER.

PURCHASER SIGNATURE \_\_\_\_\_ DEALER SIGNATURE



**MUNICIPAL ORDER**

**17-\_\_\_\_\_**

**July 10, 2017**

**AN ORDER APPROVING THE PURCHASE OF A BACKHOE IN THE AMOUNT OF \$93,450.00 FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS.**

WHEREAS, the purchase of the backhoe is necessary in order for the Public Works department to continue offering optimal service to the Georgetown community; and

WHEREAS, Meade Equipment holds State Contract MA 758-1300000671-4 for the 2017 John Deere 310SL HL Backhoe Loader, eliminating the need for competitive bidding; and

WHEREAS, the purchase of a backhoe was approved in the FY2017-2018 Public Works department budget; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Georgetown City Council that the purchase of a 2017 John Deere 310SL HL Backhoe Loader from Meade Equipment, in the amount of \$93,450.00, a quote for which is attached hereto and incorporated herein by reference, is approved and the Mayor is authorized to sign all relevant documents.

**PASSED AND APPROVED, this July 10, 2017.**

\_\_\_\_\_  
Tom Prather, Mayor

**ATTEST:** \_\_\_\_\_  
Tracie Hoffman, City Clerk

**Meade Equipment**  
 3279 Lexington Rd  
 Richmond, KY 40475



**PRICE QUOTATION**

TO: COMPANY NAME <b>City of Georgetown</b>		DATE <b>July 5, 2017</b>	QUOTE # <b>0</b>
ADDRESS <b>235 W Yusen Dr</b>		MODEL NUMBER <b>310SL HL</b>	QUANTITY <b>0</b>
CITY, STATE, ZIP <b>Georgetown KY 40324</b>		PROPOSED SHIPPING METHOD	TERMS <b>Net Due Upon Receipt of Products</b>
CONTACT <b>Mike Utley</b>		PHONE NUMBER <b>502-542-0208</b>	QUOTE SHIPPING METHOD <b>FOB - Richmond</b>

**HERE IS OUR QUOTATION ON THE PRODUCTS NAMED, SUBJECT TO THE CONDITIONS NOTED. QUOTE VALID FOR 30 DAYS**

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the seller before final acceptance. Typographical and stenographical errors subject to correction. Purchaser agrees to accept overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to purchasers specification. When quotations specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be suitable quality to facilitate efficient production. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchasers formal order will not be binding on the seller.

QUANTITY	DESCRIPTION	PRICE EA.
1	<p>Serial Number With o Approximate Hours Prior Use</p> <p><u>Equipped With:</u>  <b>NEW 2017 JOHN DEERE 310SL HL BACKHOE LOADER</b>            JDLINK ULTIMATE - 5 YEARS            JOHN DEERE POWERTECH PLUS 4.5L - EPA FT4 AND EU STAGE IV EMISSIONS            CAB A/C &amp; HEAT            MECHANICAL FRONT WHEEL DRIVE W/ LIMITED SLIP DIFF            POWERSHIFT TRANSMISSION            TIRES: GALAXY 19.5L 24" 12PR REAR / 12.5/80-18 10PR FRONT            DUAL BATTERIES W/ DISCONNECT AND JUMP POST            EXTENDIBLE STICK W/ 2-WAY AUX. HYD            PILOT CONTROLS            LOADER HYDRAULICS, SINGLE LEVER            FRONT COUNTERWEIGHT, 750LBS            RIDE CONTROL            RADIO            REAR COUPLER            24" HEAVY DUTY BUCKET</p> <p><u>WARRANTY:</u>            36 MONTHS OR 5,000 HOURS POWER TRAIN &amp; HYDRAULIC</p> <p><u>OPTIONAL:</u>            HYDRAULIC THUMB ..... \$3,500.00</p> <p><u>MASTER AGREEMENT #:</u> MA 758 1300000671 4</p>	

**\*\* In-Stock Products Subject to Prior Sale \*\***

Sales Price      \$89,950.00

\$ 93,450

**CITY OF GEORGETOWN**  
**ORDINANCE NO. 17- \_\_\_\_\_**

AN ORDINANCE AMENDING VARIOUS PROVISIONS OF THE CHAPTER 19, ARTICLE II OF THE GEORGETOWN CODE OF ORDINANCES REGARDING SOLID WASTE COLLECTION AND DISPOSAL.

**SUMMARY**

Amends section 19-16 of the Georgetown Code of Ordinances to include waste from portable toilets in the definition of hazardous waste; amends section 19-20 to revise the rates for residential garbage collection to require payment of an additional \$5 per month, per additional Herbie-Curbie for residents who request more than one Herbie; the existing \$15 Standard Residential Rate for a single Herbie is not being changed; provides a maximum of three Herbies per dwelling unit and requires a minimum of 12 months' use for additional Herbies; allows customers who purchased an additional Herbie within the 12 months preceding the effective date of the Ordinance to request a pro-rata refund of the price; amends the rate structure for Commercial Herbie collection to eliminate the classification-based system and replace it with a rate matrix based on the number of collection times per week and number of Herbies collected; limits the number of Commercial Herbies to 5 per business; allows the Director of Public Works to limit the number of Commercial Herbies per parcel or to require a business or property owner to seek private dumpster collection when necessary; eliminates the requirement that customers over age 65 must use a single 65-gallon Herbie in order to obtain the \$8 Reduced Residential Herbie Rate; states that Reduced Residential Rate customers will incur \$5 per month increase for each additional Herbie requested; amends section 19-21 to allow customers with a medical condition making compliance impractical to request a waiver from the requirements that Herbies be kept behind the front facade of a residence and/or that limits the times during which customers may place Herbies at the curb; provides that unless specified in a Citation, violations of the nuisance provisions of the Solid Waste codes must be remedied within 24 hours of notice; repeals the enforcement provisions contained in Section 19-24; amends section 19-25 to make violations of the Article subject to enforcement through the Georgetown Code Enforcement Board Ordinance and subject to the standard penalty schedule; provides for repeal of inconsistent ordinances, severability of provisions and an effective date of September 1, upon passage and publication.

The full text of Ordinance 17-\_\_\_\_ is available for examination in the City Clerk's Office, 100 North Court Street, Georgetown, Kentucky 40324 or at [www.georgetownky.gov](http://www.georgetownky.gov).

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INTRODUCED AND PUBLICLY READ FIRST TIME: May 22, 2017

PUBLICLY READ SECOND TIME AND PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Tom Prather, Mayor

ATTEST: \_\_\_\_\_  
Tracie Hoffman, City Clerk

I, Andrew S. Hartley, hereby certify I am an Attorney licensed to practice law in the Commonwealth of Kentucky. My office is located at 100 North Court Street, Georgetown, Kentucky 40324. I further certify the foregoing Summary of Ordinance 17-\_\_\_\_\_, of the City of Georgetown, Kentucky, was prepared in accordance with the requirements of KRS 83A.060(9), and is a true and accurate summary of the contents of said Ordinance.

\_\_\_\_\_  
Andrew S. Hartley



CITY OF GEORGETOWN, KENTUCKY

ORDINANCE NO. 17- \_\_\_\_\_

AN ORDINANCE PROVIDING FOR BIDS FOR AN ELECTRIC FRANCHISE

SUMMARY

Establishes for bid a non-exclusive electric franchise for the placement of facilities for the transmission, distribution and sale of electrical energy within the public rights-of-way of the City of Georgetown for an initial ten (10) year period with up to two (2) additional extensions of time of five (5) years each; establishes requirements for bid submissions; sets for the terms and conditions by which franchisees must operate within the City, including installation procedures, performance guarantees, regulatory compliance, liability insurance, and access to franchisees' records; and establishes penalties for failure to comply with provisions of the ordinance, and establishes circumstances under which the City and Franchisees may terminate the franchise; imposes a franchise fee of 1% of each franchisee's gross annual revenues from the sale, distribution, and delivery of electrical energy within the City of Georgetown and establishes the terms under which the franchise fee would be collected; provides for an automatic increase to the franchise fee of 0.25% every five years; reserves the right of the City to increase, by ordinance, the franchise fee to an amount not to exceed 5%, with 90 days' notice to the franchisee; provides for governance by state law, severability of provisions, and an effective date upon passage and publication.

The full text of this Ordinance is available for examination in the City Clerk's Office, 100 North Court Street, Georgetown, Kentucky 40324 or at [www.georgetownky.gov](http://www.georgetownky.gov).

INTRODUCED AND PUBLICLY READ FIRST TIME: July 10, 2017

PUBLICLY READ SECOND TIME AND PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Tom Prather, Mayor

ATTEST: \_\_\_\_\_  
Tracie Hoffman, City Clerk

I, Andrew S. Hartley, hereby certify I am an Attorney licensed to practice law in the Commonwealth of Kentucky. My office is located at 100 North Court Street, Georgetown, Kentucky 40324. I further certify the foregoing Summary of Ordinance 17-\_\_\_\_\_ of the City of Georgetown, Kentucky, was prepared in accordance with the requirements of KRS 83A.060(9), and is a true and accurate summary of the contents of said Ordinance.

\_\_\_\_\_  
Andrew S. Hartley

**CITY OF GEORGETOWN, KENTUCKY**

**Ordinance 17-\_\_\_\_\_**

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 GEORGETOWN FOR A TEN (10) YEAR DURATION, IN RETURN FOR PAYMENT TO THE CITY OF GEORGETOWN OF THE SUM OF ONE PERCENT (1%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR FROM THE FRANCHISEE'S SALE OF ELECTRICITY TO ELECTRIC-CONSUMING ENTITIES INSIDE THE CITY OF GEORGETOWN'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.

**WHEREAS**, pursuant to Kentucky Constitution Sections 163 and 164, the City of Georgetown is authorized and empowered to award electric franchises, and

**WHEREAS**, in order to protect the health, safety and welfare of the citizens of Georgetown, Kentucky, to protect and preserve the City of Georgetown's public right-of-way and infrastructure and to provide for the orderly administration of any franchise contemplated herein, it is necessary and appropriate to require any successful franchisee to conduct its business and operations in a lawful manner in compliance with the terms and conditions set forth herein below.

**NOW THEREFORE, be it ordained by the City of Georgetown:**

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. 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:

*City Council* means the legislative body of the City of Georgetown, KY.

*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 Georgetown, KY.

*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 ten (10) years from and after the effective date of this Ordinance, as set forth in Section 5. The City may, by ordinance, extend the terms of the Franchise by no more than two (2) five (5) year periods for a total franchise term of no more than 20 years. 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.

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 to the Company, the City shall receive payment of one percent (1%) of gross receipts

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*, 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 list, in electronic format, of all addresses within 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.

For the term of this Franchise, including any extensions, the franchise fee established in this Section shall automatically increase by one-quarter percent (0.25%) every five years after the effective date.

The City reserves the right to increase, by ordinance, the franchise fee at any time upon prior ninety (90) days written notice to the Company. Should the City exercise said right to increase the franchise fee, the City shall receive up to five percent (5%) of gross receipts from the Company's sale of electricity to electric-consuming entities (which includes businesses, industrial facilities and dwellings) inside the City's corporate limits beginning with the first billing cycle on or after the later of ninety (90) days after the date of the written notice or the effective date of the franchise fee specified in the City's notice.

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

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

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

The Company shall permit the Government to utilize its poles, conduit, or raceway space at no charge when such space is vacant or available for public safety or governmental purposes.

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 Georgetown, the Company shall provide the Government at least thirty (30) days advance written notice of such foreclosure or sale; or

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

(b) Prior to attempting to terminate or cancel this Franchise pursuant to this section, the City's Mayor or his or her designee, or the City Council shall make a written demand that the Company do or comply with any such provision, rule, order or determination. If the violation, found in Section 12(a), by the Company continues for a period of thirty (30) days following such written demand without written proof

that corrective action has been taken or is being actively and expeditiously pursued, the Government may place its request for termination of this Franchise as early as the next regular City Council meeting agenda. The Government shall cause to be served upon Company, at least ten (10) days prior to the date of such City Council meeting, a written notice of intent to request such termination and the time and place of the meeting, legal notice of which shall be published in accordance with any applicable laws.

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

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

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

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

(c) Any violation by the Company or its successor of the material provisions of this Franchise, or the failure promptly to perform any of the provisions thereof, shall be cause for the forfeiture of this Franchise and all rights hereunder if, after written

notice to the Company and an opportunity to cure, such violations, failure or default continue as set forth in Section 12(a).

SECTION 13. Right to Cancel. The City Council shall have the right to cancel the Franchise created by this Ordinance thirty (30) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said thirty (30) days, unless:

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

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

SECTION 15. The Company shall have the authority to trim trees that are located within or overhang the Right-Of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other Facilities of the Company. Any trimming, removal or other

disturbance of trees shall conform to all lawful ordinances, requirements and directives of the Government, and the Company shall make available upon reasonable request of the Government, information regarding its tree-trimming practices. In the event that the Company fails to timely and sufficiently respond to a legitimate and reasonable complaint regarding its failure to trim such trees, and such complaint is made known to the Government, the Government shall contact the Company with respect to such matter and attempt to reach a satisfactory result. Notwithstanding the foregoing, this provision in no way limits any existing or future lawful rights that the Government may have with respect to such trees.

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

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.

The foregoing Ordinance was introduced and read for the first time at the Council's regular meeting of \_\_\_\_\_, 2017 and read for the second time, adopted and approved at its regular meeting \_\_\_\_\_, 2017.

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MAYOR

ATTEST:

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CITY CLERK