

CITY OF GEORGETOWN, KENTUCKY

ORDINANCE NO. 14-025

AN ORDINANCE CONFIRMING THE SALE AND AWARDING A NONEXCLUSIVE FRANCHISE TO COLUMBIA GAS FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS FOR HEATING AND OTHER PURPOSES 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, RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE NOT TO EXCEED FIVE PERCENT (5%) OF EACH FRANCHISEE'S GROSS ANNUAL REVENUES FROM THE SALE, DISTRIBUTION, AND DELIVERY OF GAS WITHIN THE CITY OF GEORGETOWN; ALL EFFECTIVE ON DATE OF PASSAGE

SUMMARY

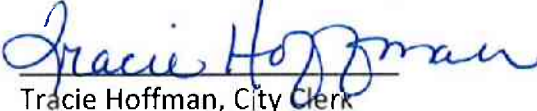
1. Awards the bid of the non-exclusive gas franchise established in Ordinance 2014-07 to Columbia Gas.
2. Authorizes the Mayor to sign the Gas Franchise Agreement.
3. Provides for repeal of inconsistent laws, severability of provisions, and an effective date upon passage and publication.

The full text of Ordinance 14-025 is available for examination in the City Clerk's Office, 100 North Court Street, Georgetown, Kentucky 40324 or at www.georgetownky.gov.

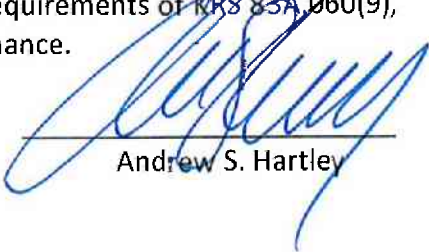
INTRODUCED AND PUBLICLY READ FIRST TIME: November 24, 2014

PUBLICLY READ SECOND TIME AND PASSED: December 8, 2014

APPROVED: 
Everette Varney, 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 14- 024 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. 14-024

AN ORDINANCE CONFIRMING THE SALE AND AWARDING A NONEXCLUSIVE FRANCHISE TO COLUMBIA GAS FOR THE PLACEMENT OF FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS FOR HEATING AND OTHER PURPOSES 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, RESERVING THE RIGHT TO IMPOSE A FRANCHISE FEE NOT TO EXCEED FIVE PERCENT (5%) OF EACH FRANCHISEE'S GROSS ANNUAL REVENUES FROM THE SALE, DISTRIBUTION, AND DELIVERY OF GAS WITHIN THE CITY OF GEORGETOWN; ALL EFFECTIVE ON DATE OF PASSAGE

SPONSOR: Council Member Mark Singer

WHEREAS, Ordinance 2014-017, adopted by the Georgetown City Council on August 25, 2014, provided for the creation and sale of a non-exclusive franchise, for a term of ten (10) years with up to two (2) additional extensions of time of five (5) years each, for the privilege of constructing, operating, maintaining and distributing natural gas along and under public right-of-way within the corporate boundaries of the City of Georgetown; and

WHEREAS, Ordinance 2014-017 also established a process by which the successful franchisee would be permitted to excavate within public right-of-way for the purpose of installing and maintaining its gas transmission and distribution lines in order to furnish natural gas to the residents of Georgetown, Kentucky; and

WHEREAS, after publication of said advertisement on October 7, 2014, the only bid received by the City Clerk was from Columbia Gas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GEORGETOWN, KENTUCKY, AS FOLLOWS:

Section 1. That the gas franchise created by Ordinance 2014-017 be, and it hereby is, awarded to the highest and best bidder, Columbia Gas, for the cost of advertising and sale of said gas franchise and reserves the right at any time after the one year anniversary of said gas franchise, and upon ninety (90) days written notice, during the effective period of the franchise to be awarded hereby to impose upon Columbia Gas a franchise fee in an amount not to exceed five percent (5%).

Section 2. That the Mayor shall be, and hereby is, authorized and directed to execute the Gas Franchise Agreement on terms and conditions established in Ordinance 2014-017, a copy of which agreement is attached hereto and incorporated herein by reference.

Section 3. All prior ordinances, municipal orders, or policies or parts thereof in conflict herewith, are to the extent of such conflict, hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unlawful by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. This Ordinance shall become effective upon passage and publication.

PUBLICLY INTRODUCED AND READ FIRST TIME: November 24, 2014

PUBLICLY READ SECOND TIME AND PASSED: December 8, 2014

APPROVED: 
Everette L. Varney, Mayor

ATTEST: 
Tracie Hoffman, City Clerk

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT made and entered into this 8th day of December, 2014, by and between the **CITY OF GEORGETOWN**, a municipal corporation and political subdivision of the Commonwealth of Kentucky (hereinafter "Georgetown"), and **COLUMBIA GAS COMPANY**, a corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky,(hereinafter "Columbia Gas").

WITNESSETH:

WHEREAS, by Ordinance 2014-017 adopted August 25, 2014, Georgetown provided for the creation and sale of a non-exclusive franchise, for the transmission, distribution and sale of gas for heating and other purposes 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; and

WHEREAS, Ordinance 2014-017 authorized the advertising for bids on said franchise, and Columbia Gas submitted a timely bid to acquire said franchise; and

WHEREAS, by Ordinance No. 2014-024 adopted December 8, 2014, Georgetown accepted the bid of Columbia Gas to acquire said franchise; and

WHEREAS, Georgetown and Columbia Gas have entered into this Franchise Agreement to memorialize the sale by Georgetown to Columbia Gas of said franchise subject to the terms and conditions reflected in Ordinance 2014-017 and Ordinance 2014-024 (collectively, the "Ordinances").

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, Georgetown and Columbia Gas hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Ordinance 2014-017, which is attached hereto as Exhibit "A", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Columbia Gas for said franchise, which is attached hereto as Exhibit "B", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Ordinance 20104-024, which is attached hereto as Exhibit "C", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Georgetown has granted unto Columbia Gas a non-exclusive franchise, for the transmission, distribution and sale of gas for heating and other purposes 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.

4. The franchise memorialized in this Franchise Agreement shall commence December 8, 2014, and shall expire as provided in the terms and provisions of Ordinance 2014-017.

5. Columbia Gas does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

6. This Franchise Agreement memorializes the agreement between the parties contained and embodied in the Ordinances and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

IN WITNESS WHEREOF, Georgetown and Columbia Gas have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

[Signatures on following page]

CITY OF GEORGETOWN
BY: Isaiah West
MAYOR

ATTEST:
Janice Hoffman
CITY CLERK

COLUMBIA GAS COMPANY, INC.
BY: Herb Miller
HERB MILLER, PRESIDENT

STATE OF KENTUCKY)
)
COUNTY OF Fayette)

The foregoing Franchise Agreement was subscribed, sworn to and acknowledged before me
by Herb Miller, as President of Columbia Gas Company, on this the 8th day of March, ~~2014~~ ²⁰¹⁶.

My commission expires: 05/15/2018

Evelyn Lory Allen
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE
#419232

CITY OF GEORGETOWN

BY: _____

MAYOR

ATTEST:

Travis Hoffman
CITY CLERK

COLUMBIA GAS COMPANY, INC.

BY: _____

HERB MILLER, PRESIDENT

STATE OF KENTUCKY)

COUNTY OF _____)

The foregoing Franchise Agreement was subscribed, sworn to and acknowledged before me by Herb Miller, as President of Columbia Gas Company, on this the ____ day of _____, 2014.

My commission expires: _____

NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

Exhibit List

- A Ordinance 14-017
- B Bid
- C Ordinance _____