



**SPECIAL CALLED MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
CITY COUNCIL CHAMBERS, 77 NORTH MAIN ST, MADISONVILLE, KY 42431**

January 29, 2018 at 4:30 PM

AGENDA

I. CALL TO ORDER

II. PLEDGE

III. INVOCATION

IV. ROLL CALL

V. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Jan 16, 2018 4:30 PM

VI. APPROVAL OF BILLS AND PAYROLL

1. Bills & Payroll

VII. COUNCIL COMMITTEE REPORTS

A. Tourism Advisory Board Report

VIII. OLD BUSINESS

A. 2nd Reading of Ordinance

1. AN ORDINANCE OF THE CITY OF MADISONVILLE, KENTUCKY, PROVIDING FOR THE CREATION AND SALE OF A FRANCHISE FOR THE PRIVILEGE OF CONSTRUCTING, TRANSPORTING, OPERATING, MAINTAINING AND DISTRIBUTING NATURAL GAS ALONG AND UNDER PUBLIC RIGHT OF WAY WITHIN THE CITY OF MADISONVILLE, KENTUCKY, FOR A TERM OF FIVE (5) YEARS IN CONSIDERATION FOR WHICH, THE SUCCESSFUL FRANCHISEE SHALL PAY TO THE CITY AN ANNUAL SUM EQUAL TO 1% OF GROSS REVENUES; AND FURTHER ESTABLISHING A BID PROCEDURE FOR THE AWARD OF SAID FRANCHISE TO THE SUCCESSFUL BIDDER.

IX. NEW BUSINESS

A. 1st reading of Ordinance

1. AN ORDINANCE AMENDING CHAPTER 31 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO COMMITTEES

Our Mission: To deliver the necessary government services to the citizens of Madisonville in the most effective and cost-efficient manner possible.

Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People

B. Items of Discussion

1. Request to Bid Municipal Aid Paving Contract
2. Approval for Change Order, KyTC US 41A, Water & Sewer
3. Permission to Bid - Training Center for Fire Department
4. IN THE MATTER OF ADJOURNING INTO CLOSED SESSION: Pursuant to KRS 61.810(1)(c) for the purpose of discussing proposed litigation on behalf of the city.

X. ADJOURNMENT

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**REGULAR MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
CITY COUNCIL CHAMBERS, 77 NORTH MAIN ST, MADISONVILLE, KY 42431**

January 16, 2018 at 4:30 PM

MINUTES

1. **CALL TO ORDER BY MAYOR DAVID W. JACKSON**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION BY CHIEF WADE WILLIAMS**
4. **ROLL CALL**

Attendee Name	Title	Status	Arrived
David W. Jackson	Mayor	Present	
Mark Lee	Ward 1	Present	
Barry McGaw	Ward 4	Absent	
Frank Stevenson	Ward 5	Present	
Adam Townsend	Ward 3	Present	
Bobby Johnson	Ward 6	Present	
Tony Space	Ward 2	Present	

5. **APPROVAL OF MINUTES**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Mark Lee, Ward 1
SECONDER: Frank Stevenson, Ward 5
AYES: Lee, Stevenson, Townsend, Johnson, Space
ABSENT: McGaw

A. City Council - Regular Meeting - Jan 2, 2018 4:30 PM

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills & Payroll

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Frank Stevenson, Ward 5
SECONDER: Adam Townsend, Ward 3
AYES: Lee, Stevenson, Townsend, Johnson, Space
ABSENT: McGaw

7. **DEPARTMENT REPORTS**

A. Fire Department Report

Our Mission: To deliver the necessary government services to the citizens of Madisonville in the most effective and cost-efficient manner possible.

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Minutes Acceptance: Minutes of Jan 16, 2018 4:30 PM (Approval of Minutes)

B. Fire Department to apply for the 2018 Assistance to Firefighters FEMA Grant

RESULT: APPROVED [UNANIMOUS]
MOVER: Tony Space, Ward 2
SECONDER: Mark Lee, Ward 1
AYES: Lee, Stevenson, Townsend, Johnson, Space
ABSENT: McGaw

C. Police Department Report

D. Zoning Report

8. COUNCIL COMMITTEE REPORTS

9. OLD BUSINESS

A. *Second Reading Ordinances*

- A. AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE KNOWN AS CHAPTER 156 OF THE CODE OF ORDINANCES CITY OF MADISONVILLE, KENTUCKY, ORIGINALLY PASSED ON DECEMBER 28, 1970, BY REPLACING CHAPTER 156.075 RELATING TO DEVELOPMENT PLAN REVIEW CRITERIA

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Mark Lee, Ward 1
AYES: Lee, Stevenson, Townsend, Johnson, Space
ABSENT: McGaw

- B. AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE KNOWN AS CHAPTER 156 TO THE CODE OF ORDINANCES CITY OF MADISONVILLE, KENTUCKY, ORIGINALLY PASSED ON DECEMBER 28, 1970, BY CHANGING THE ZONING CLASSIFICATION OF A TRACT OF LAND LOCATED AT 2285 NORTH MAIN STREET, FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL

RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Townsend, Bobby Johnson
SECONDER: Mark Lee, Ward 1
AYES: Lee, Stevenson, Townsend, Johnson, Space
ABSENT: McGaw

10. NEW BUSINESS

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Minutes Acceptance: Minutes of Jan 16, 2018 4:30 PM (Approval of Minutes)

A. *First Reading Ordinances*

- A. AN ORDINANCE OF THE CITY OF MADISONVILLE, KENTUCKY, PROVIDING FOR THE CREATION AND SALE OF A FRANCHISE FOR THE PRIVILEGE OF CONSTRUCTING, TRANSPORTING, OPERATING, MAINTAINING AND DISTRIBUTING NATURAL GAS ALONG AND UNDER PUBLIC RIGHT OF WAY WITHIN THE CITY OF MADISONVILLE, KENTUCKY, FOR A TERM OF FIVE (5) YEARS IN CONSIDERATION FOR WHICH, THE SUCCESSFUL FRANCHISEE SHALL PAY TO THE CITY AN ANNUAL SUM EQUAL TO 1% OF GROSS REVENUES; AND FURTHER ESTABLISHING A BID PROCEDURE FOR THE AWARD OF SAID FRANCHISE TO THE SUCCESSFUL BIDDER.

RESULT:	FIRST READING	Next: 1/29/2018 4:30 PM
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B. *Item for Discussion*

1. Authorize the advertisement for bids to construct the Water Systems North Pressure Zone

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Townsend, Ward 3
SECONDER:	Frank Stevenson, Ward 5
AYES:	Lee, Stevenson, Townsend, Johnson, Space
ABSENT:	McGaw

11. AWARDS AND RECOGNITIONS

- A. Longevity Pins
B. National Activity Professional Week

12. ADJOURNMENT

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Frank Stevenson, Ward 5
SECONDER:	Mark Lee, Ward 1
AYES:	Lee, Stevenson, Townsend, Johnson, Space
ABSENT:	McGaw

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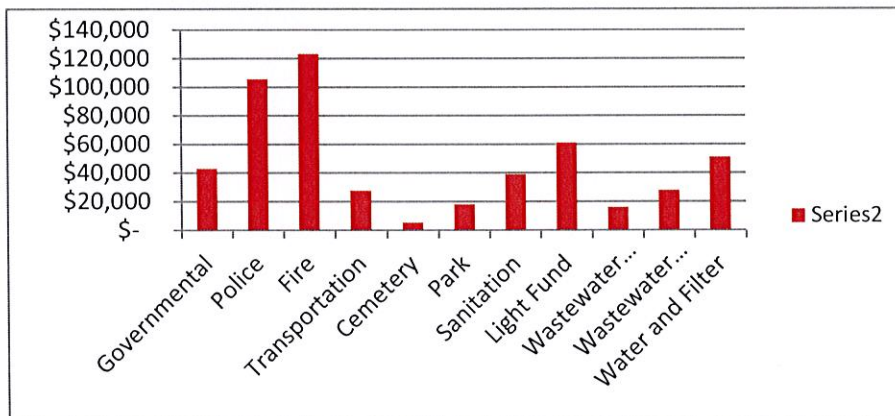
Copy of Bills and Payroll January 29 2018

6.1

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 97,421.23
			\$ 88,997.80
		Total General Fund	\$ 186,419.03
190	9	Sanitation	\$ 21,246.35
			\$ 51,402.47
		Total Sanitation	\$ 72,648.82
200	9	Electric/Utility Office	\$ 12,609.96
			\$ 55,972.63
		Total Electric/Utility Office	\$ 68,582.59
210	8	Water and Filter	\$ 28,632.93
			\$ 29,147.03
		Total Water Filter	\$ 57,779.96
	9	Waste Water Collection and Treatment	\$ 30,656.74
			\$ 38,524.40
		Total Wastewater Collection and Treatment	\$ 69,181.14

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 42,923
100	2100	Police	\$ 105,593
100	2300	Fire	\$ 123,039
100	3300	Transportation	\$ 27,470
100	5000	Cemetery	\$ 5,153
100	7000	Park	\$ 17,917
190	3100	Sanitation	\$ 38,989
200	1000/4500	Light Fund	\$ 61,058
200	2000	Wastewater Treatment	\$ 15,919
200	2001	Wastewater Collection	\$ 27,805
200	4700/4600	Water and Filter	\$ 51,052
		Total Payroll	\$ 516,917



January 29, 2018
 Number of Employees Paid
 See next page

Communication: Bills & Payroll (Approval of Bills and Payroll)

**CITY OF MADISONVILLE, KY
ORDINANCE O-2018-3**

AN ORDINANCE OF THE CITY OF MADISONVILLE, KENTUCKY, PROVIDING FOR THE CREATION AND SALE OF A FRANCHISE FOR THE PRIVILEGE OF CONSTRUCTING, TRANSPORTING, OPERATING, MAINTAINING AND DISTRIBUTING NATURAL GAS ALONG AND UNDER PUBLIC RIGHT OF WAY WITHIN THE CITY OF MADISONVILLE, KENTUCKY, FOR A TERM OF FIVE (5) YEARS IN CONSIDERATION FOR WHICH, THE SUCCESSFUL FRANCHISEE SHALL PAY TO THE CITY AN ANNUAL SUM EQUAL TO 1% OF GROSS REVENUES; AND FURTHER ESTABLISHING A BID PROCEDURE FOR THE AWARD OF SAID FRANCHISE TO THE SUCCESSFUL BIDDER.

BE IT ORDAINED BY THE CITY OF MADISONVILLE, KY, AS FOLLOWS:

WHEREAS, the existing natural gas franchise agreement between the City of Madisonville, Kentucky and Atmos Energy Corporation expires on May 29th, 2018; and,

WHEREAS, the City has determined that it is in the best interest of its citizens to create and offer for sale a new natural gas franchise for a term of (5) five years.

BE IT ORDAINED BY THE CITY OF MADISONVILLE, KENTUCKY (hereinafter referred to as the “City”) that the Mayor of the City, or such other person as the Mayor may designate, shall offer for sale, to the highest and best bidder, a non-exclusive franchise to enter upon, acquire, construct, operate, maintain and repair in the public right of way of the City, a gas distribution system within the corporate boundaries of the City, subject to the provisions of the Franchise Agreement attached hereto and incorporated herein by reference.

The Mayor, or such other person as the Mayor may designate, shall, as soon as practicable after passage of this Ordinance, offer for sale, under sealed public bids, the franchise and privileges created herein. Such bids shall be in writing and shall be delivered to the City Clerk, 67 N. Main Street, Madisonville, Kentucky, by 10:30 a.m. on February 28, 2018. Advertisements for such bids shall be published in accordance with the requirements of KRS Chapter 424. All costs for such advertisements shall be borne by the successful Franchisee.

Sealed bids offered for the purchase of this franchise shall be publicly opened and read at 10:30 a.m. C.S.T. on February 28, 2018. All bids shall state the bidder’s acceptance of the terms and provisions set forth in the attached franchise agreement.

The Mayor shall present all written bids to the City of Madisonville at its first meeting scheduled

after the Bid Deadline for the City's consideration and approval. The City reserves the right to accept any bid, to reject any and all bids received, to waive any irregularities or informalities in awarding the franchise and to accept what, in its opinion, is the best responsive and responsible bid. In the event all bids are rejected, the City reserves the right to direct by resolution or ordinance that the franchise created hereunder be offered again for sale until a satisfactory bid is received and approved.

The franchise created by this ordinance shall become effective when the franchise agreement is signed by the successful bidder and the City.

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 16th day of January, 2018 and the second reading on the 5th day of February, 2018. Motion was made by , seconded by , that the Ordinance be adopted as the law of the City of Madisonville, Kentucky, to be effective upon publication, as required by law.

Upon vote being taken thereon, the votes were cast as follows:

It appearing that the Councilmembers voted the Mayor announced that the Motion was and that the above Ordinance would be published as required by law and would be effective as a new Ordinance of the City of Madisonville, Kentucky, immediately upon publication thereof, unless otherwise stated.

Dated 5th day of February, 2018

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is made and executed this 20th day of May 2013 by and between the City of Madisonville, Kentucky (sometimes referred to herein as the "City" or "Grantor") and Atmos Energy Corp. (referred to herein as "Grantee").

Article I

DEFINITIONS:

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

- (A) "Commission" refers to and is the Kentucky Public Service Commission, the state utility regulatory Commission having jurisdiction over the rates, services and operations of Grantee within the State of Kentucky or other administrative or regulatory authority succeeding to the regulatory powers of the Commission.
- (B) "Council" or "City Council" refers to and is the governing body of the City of Madisonville.
- (C) "City" refers to and is the City of Madisonville, Hopkins County, Kentucky, and includes such territory as currently is or may in the future be included within the boundaries of the City of Madisonville.
- (D) "Franchise" shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.
- (E) "Grantee" shall mean Atmos Energy Corp.
- (F) "Grantor" shall mean the City of Madisonville, Kentucky.
- (G) "Public Right-of-Way" shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor's geographical limits or boundaries established by applicable law.
- (H) "Revenues" refer to and are those amounts of money which the Grantee receives from its customers within the Grantor's geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Commission and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn ons, meter sets, non sufficient funds, late fees

and interest, which are related to but are not a part of the actual retail sale of gas.

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

Article II

GRANT OF FRANCHISE:

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

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

Article III

TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE:

(A) The term of this Franchise shall be for a term of ⁵~~ten~~ (5) years.

(B) The franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

(C) The terms and conditions of Ordinance 08-07 are superseded by the terms and conditions hereof.

(D) On the expiration of this franchise, in the event the same is not renewed, or on the termination of any renewal of said franchise, or on termination of said franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the City become the property of the City, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the City and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the system. If the City does not exercise the option hereunder, then Grantee may exercise its rights under Article XI (B).

Article IV

GRANTEE'S RIGHTS IN AND TO PUBLIC RIGHT-OF-WAY:

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

Article V

OPERATION OF SYSTEM; EXCAVATION OF PUBLIC RIGHT-OF-WAY:

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

(B) Grantee shall have the right to disturb, break, and excavate in the Public Right-of-Way as may be reasonable and necessary to provide the service authorized hereby.

(C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage.

(D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

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

Article VI

DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:

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

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

alternative comparable systems or successor to such system mutually acceptable to both parties).

Article VII

COMPENSATION FOR USE OF PUBLIC RIGHT-OF-WAY AND CONSIDERATION FOR FRANCHISE:

(A) In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the franchise, a sum equal to one percent (1%) of its Revenues. The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each calendar quarter after the effective date hereof, and the Grantee shall furnish to the Grantor quarterly a statement of Grantee's Revenues.

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

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

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

Article VIII
SERVICE TO NEW AREAS

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

Article IX
BREACH OF FRANCHISE; REMEDIES:

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

(A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30)

days after the date of such notice.

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

(C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

Article X **FORCE MAJEURE**

Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event Franchisee is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which Franchisee is so prevented shall not be counted against it for any reason. The term "force majeure", as used herein, shall mean any cause not reasonably within Franchisee's control and includes, but is not limited to, acts of God, strikes, lockouts, wars, terrorism, riots, orders or decrees of any lawfully constituted federal, state or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Agreement.

Article XI **ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS**

(A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or

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

(B) Subject to the City's option under Article III (D), Grantee may remove all or any part of its System upon the expiration or termination of the franchise and rights granted hereby.

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

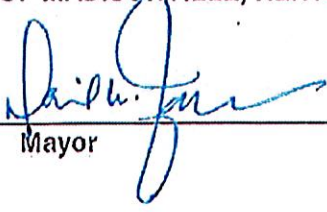
(D) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or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

(E) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

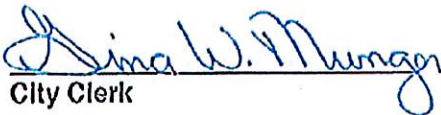
(F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control.

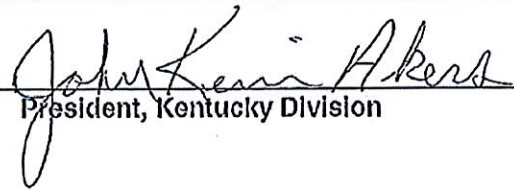
IN TESTIMONY WHEREOF, witness the signatures of the parties on this the day and date first above written.

CITY OF MADISONVILLE, KENTUCKY

BY: 
Mayor

ATTEST:


City Clerk

BY: 
President, Kentucky Division

City's Mailing Address and Phone Number:

67 N. Main St.

P.O. Box 705

Madisonville, KY 42431

270-824-2101

**CITY OF MADISONVILLE, KY
ORDINANCE**

**AN ORDINANCE AMENDING CHAPTER 31 OF THE CITY OF MADISONVILLE CODE OF
ORDINANCES RELATING TO COMMITTEES**

BE IT ORDAINED BY THE CITY OF MADISONVILLE, KY, AS FOLLOWS:

Chapter 31 of the City of Madisonville Code of Ordinances is hereby amended as follows:

§31.45 ESTABLISHED.

(A) There are established the following Committees of the Council:

(8) Public Safety Committee. This committee shall have general oversight responsibility in all matters relating to the City Police and Fire Department. It shall also act as liaison with other law enforcement and disaster agencies ~~and with the Civil Service Commission of the city.~~

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 29th day of January, 2018 and the second reading on the 19th day of February, 2018. Motion was made by , seconded by , that the Ordinance be adopted as the law of the City of Madisonville, Kentucky, to be effective upon publication, as required by law.

Upon vote being taken thereon, the votes were cast as follows:

It appearing that the Councilmembers voted the Mayor announced that the Motion was and that the above Ordinance would be published as required by law and would be effective as a new Ordinance of the City of Madisonville, Kentucky, immediately upon publication thereof, unless otherwise stated.

Dated 19th day of February, 2018

City of Madisonville, KY

ATTEST:

City of Madisonville, KY



City Council
77 N. Main St.
Madisonville, KY 42431

SCHEDULED

ITEM FOR DISCUSSION (ID # 1378)

9.B.1

Meeting: 01/29/18 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1378

Request to Bid Municipal Aid Paving Contract



City Council
77 N. Main St.
Madisonville, KY 42431

SCHEDULED

ITEM FOR DISCUSSION (ID # 1377)

Meeting: 01/29/18 04:30 PM
Department: City Clerk Department
Category: Change Order
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1377

9.B.2

Approval for Change Order, KyTC US 41A, Water & Sewer

Request approval for a \$46,000 change order increase to the HDR engineering contract. This contract and change order includes water and sewer design to accommodate the road project, easement descriptions and drawings for water, sewer, and electric facilities and work towards securing easements from property owners.



Kentucky Transportation Cabinet
Division of Right of Way & Utilities
UTILITY / RAIL AGREEMENT CHANGE ORDER

9.B.2.a
TC 69-004
11/2017
Page 1 of 2

GENERAL ROAD PROJECT INFORMATION

(This section is as defined in the agreement as executed)

County: Hopkins
Federal Number (if applicable): FD04 054 041A 000-004
State Number: _____
Route/Road Name: US41 A
Item or AAR-DOT Number: Item No. 2-137.01

COMPANY INFORMATION

Company Name: City of Madisonville
Company Contact Name: William Jackson
Company Address (as identified in the Agreement):
City of Madisonville
67 North Main Street
Madisonville, KY 42431

Change Order No. 1 Agreement Number: FD04 054 73344 01U Agreement Type: Eng. Services

PROPOSED CHANGES IN CONNECTION WITH UTILITY/RAIL AGREEMENT (use page two for more than three proposed changes)

Line	Description of item needed	Units	Quantity	Unit Price	Increase	Decrease
1	Additional SR. PM Time	HRS	60.00	\$150.00	\$9,000.00	
2	Additional Designer Time	HRS	210.00	\$100.00	\$21,000.00	
3	Additional Engineering Tech I Time	HRS	200.00	\$80.00	\$16,000.00	
Total Lines 1-3					\$46,000.00	\$0.00
Total from Page 2 (Lines 4-18)					\$0.00	\$0.00
Total Increase/Decrease					\$46,000.00	\$0.00
Net Increase/Decrease					\$46,000.00	
Agreement participating percentage <u>100.00</u> % applied					Change Order Total	\$46,000.00

REASON FOR PROPOSED CHANGES In order to approve this change order, the Cabinet needs documentation justifying the additional expense.

The project laid out from 2014 until summer of 2017. This fee change is for an increase in the engineering hourly rates and also design changes. The design changes include: Update to current KYTC Standards, addition of the waterline extension in the Martin Mall area, Redesign of the watermain and sanitary sewer plans to avoid conflicts with the City's electrical relocations, and revisions to the utility easements to include changes made by the City's electrical consultant.

This box will hold 5 lines of text (500 characters)

IF APPROVED BY THE TRANSPORTATION CABINET, THE UNDERSIGNED COMPANY AGREES TO DO THE WORK OUTLINED ABOVE, AND TO ACCEPT, AS PAYMENT IN FULL, THE BASIS OF PAYMENT SET FORTH HEREIN.

COMPANY NAME _____

Authorized Representative Signature _____ Date _____

FOR CABINET USE ONLY:

RECOMMENDED: District Utility Agent/Rail Coordinator _____ Date _____

RECOMMENDED: Highway Chief District Engineer (N/A for Rails) _____ Date _____

RECOMMENDED: T.E.B.M, Utilities and Rail Branch _____ Date _____

RECOMMENDED: Director, Division of Right of Way & Utilities _____ Date _____

SUBMIT THIS FORM TO DISTRICT UTILITY SUPERVISOR/RAIL COORDINATOR
IN TRIPLICATE (<http://transportation.ky.gov/district.htm>)



Kentucky Transportation Cabinet
Division of Right of Way & Utilities
CHANGE ORDER

TC 69-004
11/2017
Page 2 of 2

SUPPLEMENTARY LIST OF PROPOSED CHANGES IN CONNECTION WITH UTILITY/RAIL AGREEMENT:

Line	Description of item needed	Units	Quantity	Unit Price	Increase	Decrease
4					\$0.00	\$0.00
5					\$0.00	\$0.00
6					\$0.00	\$0.00
7					\$0.00	\$0.00
8					\$0.00	\$0.00
9					\$0.00	\$0.00
10					\$0.00	\$0.00
11					\$0.00	\$0.00
12					\$0.00	\$0.00
13					\$0.00	\$0.00
14					\$0.00	\$0.00
15					\$0.00	\$0.00
16					\$0.00	\$0.00
17					\$0.00	\$0.00
18					\$0.00	\$0.00
TOTALS (automatically transfers to page 1)					\$0.00	\$0.00

SUPPLEMENTARY REASON FOR PROPOSED CHANGES In order to approve this change order, the Cabinet needs documentation justifying the additional expense. This section is intended to provide a summary. Fully detailed backup documentation must be provided and attached to this form.:

This box will hold 5 lines of text (500 characters)

**This section is only needed if any
information is entered on page 2**

COMPANY VALIDATION:

I accept the certification terms on page 1 in reference to the work performed as defined on page 1.

Initial: _____

Date: _____



Attachment: Utility Rail Agreement Change Order (1377 : Approval for Change Order, Water & Sewer)



November 20, 2017

William Jackson, PE
City Engineer
City of Madisonville
604 McCoy Avenue
Madisonville, KY 42431

RE: US 41A Utility Relocation – Fee Change Request

Dear Mr. Jackson,

HDR appreciates the opportunity to work for the City of Madisonville on the US 41A utility relocation project. The Phase II section has been submitted to KYTC District 2 officials, easement procurement is ongoing for both phases of the project, and the Phase I plans are currently being finalized for submittal in 2018.

The original contract, signed in 2012, had a total contract value of \$449,203, with a portion being paid by The City of Madisonville, and the remaining by KYTC. As of June 30th, 2014, the total amount billed was \$192,300, leaving \$256,903 left to finish the design, procure the easements, and provide construction activities.

As you know, the project laid idle from 2014 until the summer of 2017, when KYTC decided to move forward with Phase II of the project. The Phase II portion is currently scheduled to let in December 2017 and Phase I will advertise sometime in 2018.

In order to meet the expedited deadline set by KYTC, HDR moved forward with completing Phase II plans and with procuring easements for both Phases of the project.

As we discussed at the utility coordination meeting, we are requesting a fee change to the original contract for an increase in our rates and also design changes that have occurred. Please see the attached sheet for the new fee schedule. These rates will be applied to all work completed since the project started again and through the duration of the project.

Attachment: Utility Rail Agreement Change Order (1377 : Approval for Change Order, Water & Sewer)

In addition to the rate increase, there have been several design changes that have warranted extra time to complete the plans and specifications. They are as follows:

- Update the plans to current KYTC standards.
- Addition of the watermain extension in the Martin Mall area.
- Redesign of the watermain and sanitary sewer plans to avoid conflicts with the City's electrical relocations.
- Revisions to the utility easements to include the changes made by the City's electrical engineering consultant.

As a result of our hourly rate increase, as well as these design changes, we propose to increase the contract amount by **\$46,000**, which is approximately 10% of the original contract amount. The new total contract amount will be \$495,203, with the amount left being \$302,903.

The time will be billed on an hourly basis, as previously done, and will not exceed the approved contract amount without a fee change mutually agreed upon by HDR and the City of Madisonville.

We appreciate the opportunity to provide the City of Madisonville with our engineering services. If you should have questions, or need any further information, please do not hesitate to call.

Sincerely,
HDR Engineering, Inc.



Michael A. Hansen, P.E.
Project Manager



Shawn Washer, P.E.
Vice President

HOURLY FEE SCHEDULE

Principal	\$190.00/Hour
Sr. Project Manager/Sr. Registered L.S.	\$150.00/Hour
Project Manager	\$130.00/Hour
Project Engineer/Licensed Surveyor	\$110.00/Hour
Engineering Intern/LSIT/Designer	\$100.00/Hour
Engineering Technician I	\$80.00/Hour
Clerical	\$65.00/Hour
Survey Crew of 1	\$100.00/Hour
Survey Crew of 2	\$150.00/Hour
Inspector	\$80.00/Hour
Mileage	\$0.60/mile
Reproduction	
Plans	0.35/Sq. Ft.
Pages	0.25/Page
Expenses and Subsistence	Actual Cost

NOTES:

1. Overtime and work over water will be invoiced at 1.25 times the regular hourly rate.
2. Travel time to and from the Project will be charged at the above rates.
3. Hourly rates for projects older than six months are subject to adjustment.



City Council
77 N. Main St.
Madisonville, KY 42431

SCHEDULED

ITEM FOR DISCUSSION (ID # 1380)

9.B.3

Meeting: 01/29/18 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1380

Permission to Bid - Training Center for Fire Department

Permission to Advertise Bids for Training Center for Madisonville Fire Department



City Council
77 N. Main St.
Madisonville, KY 42431

SCHEDULED

ITEM FOR DISCUSSION (ID # 1375)

Meeting: 01/29/18 04:30 PM
Department: City Clerk Department
Category: Litigation
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1375

9.B.4

**IN THE MATTER OF ADJOURNING INTO CLOSED SESSION:
Pursuant to KRS 61.810(1)(c) for the purpose of discussing
proposed litigation on behalf of the city.**