



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

March 19, 2018 at 4:30 PM

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION BY REV. MARVIN HIGHTOWER**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
 - A. City Council - Regular Meeting - Mar 5, 2018 4:30 PM
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills & Payroll
- 7. DEPARTMENT REPORTS**
 - A. Fire Department Report
 - B. Police Department Report
- 8. COUNCIL COMMITTEE REPORTS**
- 9. EXECUTIVE ORDERS**
 - A. EXECUTIVE ORDER RELATING TO THE RE-APPOINTMENT OF BOB SIMMONS, RICK WELCH, KIM BLUE AND SCOTT VANDERPLOEG TO THE MADISONVILLE SISTER CITIES COMMISSION
 - B. EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF ROBERT CARTER TO THE MADISONVILLE/HOPKINS COUNTY ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS
- 10. TARA EDWARDS TO ADDRESS CITY COUNCIL CONCERNING LIBRARY BEAUTIFICATION PROJECT**
- 11. OLD BUSINESS**
 - A. *Second Reading Ordinances*
 - A. Ordinances

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

1. ORDINANCE CONFIRMING THE SALE AND AWARDED A NON-EXCLUSIVE FRANCHISE TO ATMOS ENERGY CORPORATION, FOR A TERM OF FIVE (5) YEARS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A NATURAL GAS DISTRIBUTION SYSTEM ALONG AND UNDER PUBLIC RIGHT-OF-WAY WITHIN THE CITY OF MADISONVILLE, KENTUCKY, IN RETURN FOR WHICH FRANCHISEE SHALL PAY TO THE CITY AN ANNUAL SUM EQUAL TO ONE PERCENT (1%) OF THE GROSS REVENUES DERIVED FROM THE FRANCHISE AWARDED HEREIN.

12. NEW BUSINESS

A. First Reading Ordinances

1. 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 1015 COLLEGE DRIVE, FROM OFFICE PROFESSIONAL TO NEIGHBORHOOD COMMERCIAL

B. Resolutions

1. Accept Bid for Madisonville Municipal Aid Paving Contract

C. Items for Discussion

1. Request to bid for Playground at Mahr Park
2. Request to participate in the KACo Reverse Auction Salt Bid
3. Request to Surplus Equipment for Electric Department
4. Approval to apply for Pride Recycling Grant

D. Municipal Orders

1. REAPPOINTMENT OF PHIL TERRY TO THE CITY OF MADISONVILLE BOARD OF ETHICS
2. REAPPOINTMENT OF SUZANNE WILSON TO THE TREE BOARD
3. REAPPOINTMENT OF DEBBY ALLEN TO THE TREE BOARD

E. Request from Jailer Mike Lewis

13. AWARDS AND RECOGNITIONS

- A. Longevity Pins

B. Scott Rodgers to address City Council

14. ADJOURNMENT

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

March 5, 2018 at 4:30 PM

MINUTES

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION BY REV. COTTONER**
4. **ROLL CALL**

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

5. **APPROVAL OF MINUTES**

A. City Council - Regular Meeting - Feb 19, 2018 4:30 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Tony Space, Ward 2
AYES: McGaw, Stevenson, Townsend, Space
ABSENT: Lee, Johnson

B. City Council - Special Called Meeting - Feb 28, 2018 4:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Barry McGaw, Ward 4
SECONDER: Tony Space, Ward 2
AYES: McGaw, Stevenson, Townsend, Space
ABSENT: Lee, Johnson

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills & Payroll

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

7. DEPARTMENT REPORTS

8. COUNCIL COMMITTEE REPORTS

A. Tourism Advisory Board Report

Tourism Advisory Board met and heard the bids received on the Miniature Golf Course. Motion by Adam Townsend and seconded by Frank Stevenson to recommend to City Council to accept bid of Harris Miniature Golf for \$425,000.00 subject to a contract being entered into consistent with the bid.

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

9. OLD BUSINESS

10. EXECUTIVE ORDERS

- A. EXECUTIVE ORDER RELATING TO THE APPOINTMENTS OF BART ALLEN AND MARTHA PHELPS TO THE YAA BOARD

11. NEW BUSINESS

A. Resolutions

1. 1389 : Accept Bid Water Line Extensions for the North Side Water Pressure Zone

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

2. Accept Bid for contract for the North Side Water Pressure Zone

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

3. Accept Bid for Fire Training Facility

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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RESULT: ADOPTED [UNANIMOUS]
MOVER: Tony Space, Ward 2
SECONDER: Adam Townsend, Ward 3
AYES: McGaw, Stevenson, Townsend, Space
ABSENT: Lee, Johnson

4. Accept Bid for Franchise for Natural Gas

RESULT: ADOPTED [UNANIMOUS]
MOVER: Barry McGaw, Ward 4
SECONDER: Tony Space, Ward 2
AYES: McGaw, Stevenson, Townsend, Space
ABSENT: Lee, Johnson

5. Accept Bid for Miniature Golf Course

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

B. First Reading Ordinances

1. ORDINANCE CONFIRMING THE SALE AND AWARDED A NON-EXCLUSIVE FRANCHISE TO ATMOS ENERGY CORPORATION, FOR A TERM OF FIVE (5) YEARS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A NATURAL GAS DISTRIBUTION SYSTEM ALONG AND UNDER PUBLIC RIGHT-OF-WAY WITHIN THE CITY OF MADISONVILLE, KENTUCKY, IN RETURN FOR WHICH FRANCHISEE SHALL PAY TO THE CITY AN ANNUAL SUM EQUAL TO ONE PERCENT (1%) OF THE GROSS REVENUES DERIVED FROM THE FRANCHISE AWARDED HEREIN.

RESULT: FIRST READING **Next:** 3/19/2018 12:00 AM

C. Item for Discussion

1. Approval of Water Connection for Brian & Suzanne Spencer 1185 Otter Lake Loop, Hanson, KY.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Tony Space, Ward 2
AYES: McGaw, Stevenson, Townsend, Space
ABSENT: Lee, Johnson

12. AWARDS AND RECOGNITIONS

A. Longevity Pins for Shane Rigney & Greg Dietrich

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13. ADJOURNMENT

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Frank Stevenson, Ward 5
SECONDER:	Tony Space, Ward 2
AYES:	McGaw, Stevenson, Townsend, Space
ABSENT:	Lee, Johnson

Minutes Acceptance: Minutes of Mar 5, 2018 4:30 PM (Approval of Minutes)

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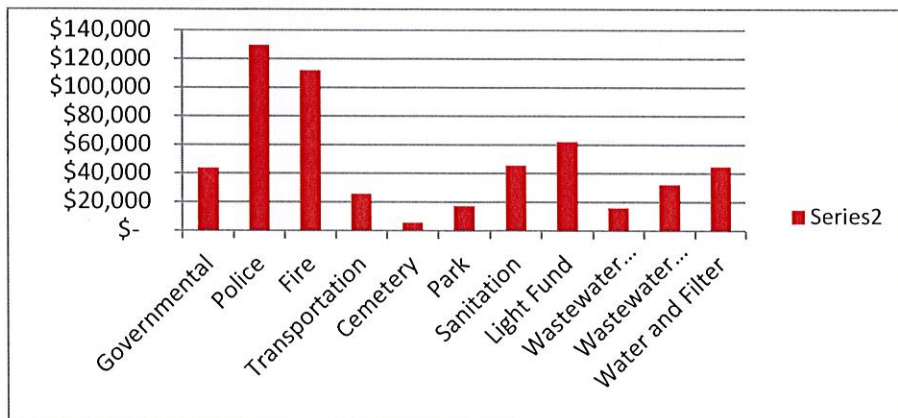
Copy of Bills and Payroll March 19, 2018

6.A

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 120,112.21
			\$ 73,532.56
		Total General Fund	\$ 193,644.77
190	9	Sanitation	\$ 13,278.08
			\$ 34,410.65
		Total Sanitation	\$ 47,688.73
200	9	Electric/Utility Office	\$ 19,577.73
			\$ 33,599.93
		Total Electric/Utility Office	\$ 53,177.66
210	8	Water and Filter	\$ 1,331.60
			\$ 28,433.87
		Total Water Filter	\$ 29,765.47
	9	Waste Water Collection and Treatment	\$ 21,148.20
			\$ 36,926.66
		Total Wastewater Collection and Treatment	\$ 58,074.86

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 43,781
100	2100	Police	\$ 129,641
100	2300	Fire	\$ 111,962
100	3300	Transportation	\$ 25,761
100	5000	Cemetery	\$ 5,702
100	7000	Park	\$ 17,337
190	3100	Sanitation	\$ 45,624
200	1000/4500	Light Fund	\$ 62,254
200	2000	Wastewater Treatment	\$ 16,028
200	2001	Wastewater Collection	\$ 32,180
200	4700/4600	Water and Filter	\$ 44,820
		Total Payroll	\$ 535,090



March 19, 2018

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

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,313.84	.00	.00	4,313.84
100	1200	ADMINISTRATION	16,252.90	450.92	.00	16,703.82
100	1400	FINANCE	12,203.15	358.10	.00	12,561.25
100	1500	CITY CLERK	5,343.43	.00	.00	5,343.43
100	1700	ZONING	3,584.28	.00	.00	3,584.28
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,274.28	.00	.00	1,274.28
		Total Government	42,971.88	809.02	.00	43,780.90
100	2100	POLICE DEPT-MADISO	109,847.68	14,516.53	.00	124,364.21
100	2150	POLICE FICA	4,835.13	441.79	.00	5,276.92
		Total Police	114,682.81	14,958.32	.00	129,641.13
100	2300	FIRE DEPT-MADISONV	69,713.76	35,663.73	5,697.34	111,074.83
100	2350	FIRE FICA/NON HAZA	887.18	.00	.00	887.18
		Total Fire	70,600.94	35,663.73	5,697.34	111,962.01
100	3300	TRANSPORTATION DEP	24,491.39	1,269.94	.00	25,761.33
		Total Transportati	24,491.39	1,269.94	.00	25,761.33
100	5000	CEMETERY DEPARTMEN	5,310.60	391.46	.00	5,702.06
		Total Cemetery	5,310.60	391.46	.00	5,702.06
100	7000	PARK DEPARTMENT	17,044.19	293.23	.00	17,337.42
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	17,044.19	293.23	.00	17,337.42
190	3100	SANITATION DEPARTM	45,070.53	553.10	.00	45,623.63
		Total Sanitation	45,070.53	553.10	.00	45,623.63
200	1000	UTILITY OFFICE	14,987.22	424.17	.00	15,411.39
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	44,252.14	2,590.01	.00	46,842.15
		Total Utility Offi	59,239.36	3,014.18	.00	62,253.54
210	2000	WASTEWATER TREATME	15,827.11	200.39	.00	16,027.50
210	2001	WASTEWATER COLLECT	28,193.77	3,986.27	.00	32,180.04
		Total Wastewater T	44,020.88	4,186.66	.00	48,207.54
211	4600	FILTER DEPARTMENT	19,762.70	798.75	.00	20,561.45
211	4700	WATER DEPARTMENT	22,438.67	1,820.00	.00	24,258.67
		Total Water	42,201.37	2,618.75	.00	44,820.12
		Grand Totals	465,633.95	63,758.39	5,697.34	535,089.68

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

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	195.50	14.75	.00	210.25
100	1400	FINANCE	322.75	12.00	.00	334.75
100	1500	CITY CLERK	155.75	.00	.00	155.75
100	1700	ZONING	74.25	.00	.00	74.25
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	748.25	26.75	.00	775.00
100	2100	POLICE DEPT-MADISO	3,388.25	406.75	.00	3,795.00
100	2150	POLICE FICA	299.50	16.50	.00	316.00
		Total Police	3,687.75	423.25	.00	4,111.00
100	2300	FIRE DEPT-MADISONV	4,626.25	1,791.75	250.75	6,668.75
100	2350	FIRE FICA/NON HAZA	70.00	.00	.00	70.00
		Total Fire	4,696.25	1,791.75	250.75	6,738.75
100	3300	TRANSPORTATION DEP	1,540.50	41.25	.00	1,581.75
		Total Transportati	1,540.50	41.25	.00	1,581.75
100	5000	CEMETERY DEPARTMEN	392.25	17.50	.00	409.75
		Total Cemetery	392.25	17.50	.00	409.75
100	7000	PARK DEPARTMENT	924.50	13.25	.00	937.75
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	924.50	13.25	.00	937.75
190	3100	SANITATION DEPARTM	2,532.25	21.00	.00	2,553.25
		Total Sanitation	2,532.25	21.00	.00	2,553.25
200	1000	UTILITY OFFICE	682.00	20.00	.00	702.00
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,604.25	59.25	.00	1,663.50
		Total Utility Offi	2,286.25	79.25	.00	2,365.50
210	2000	WASTEWATER TREATME	669.75	7.50	.00	677.25
210	2001	WASTEWATER COLLECT	1,488.75	165.25	.00	1,654.00
		Total Wastewater T	2,158.50	172.75	.00	2,331.25
211	4600	FILTER DEPARTMENT	1,070.00	40.50	.00	1,110.50
211	4700	WATER DEPARTMENT	1,175.25	72.25	.00	1,247.50
		Total Water	2,245.25	112.75	.00	2,358.00
		Grand Totals	21,211.75	2,699.50	250.75	24,162.00

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

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	3/09/18	7	1	6
100	1200	ADMINISTRATION	3/09/18	8	7	1
100	1400	FINANCE	3/09/18	6	6	
100	1500	CITY CLERK	3/09/18	4	4	
100	1600	AIRPORT	3/09/18	2	2	
100	1700	ZONING	3/09/18	2	2	
100	2100	POLICE DEPT-MADISONVILLE	3/09/18	45	45	
100	2150	POLICE FICA	3/09/18	7	2	5
100	2151	DISPATCH	3/09/18	15	12	3
100	2200	ALCOHOLIC BEVERAGE CONTROL	3/09/18	1		1
100	2300	FIRE DEPT-MADISONVILLE	3/09/18	60	60	
100	2350	FIRE FICA/NON HAZARDOUS	3/09/18	1	1	
100	3300	TRANSPORTATION DEPT	3/09/18	19	18	1
100	5000	CEMETERY DEPARTMENT	3/09/18	5	5	
100	7000	PARK DEPARTMENT	3/09/18	17	13	4
190	3100	SANITATION DEPARTMENT	3/09/18	33	33	
200	1000	UTILITY OFFICE	3/09/18	11	11	
200	4500	LIGHT DISTRIBUTION DEPT	3/09/18	21	21	
210	2000	WASTEWATER TREATMENT	3/09/18	9	9	
210	2001	WASTEWATER COLLECTION	3/09/18	20	20	
211	4600	FILTER DEPARTMENT	3/09/18	15	15	
211	4700	WATER DEPARTMENT	3/09/18	15	15	
Totals				323	302	21

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

Madisonville Fire Dept.

Madisonville, KY

This report was generated on 3/5/2018 3:09:30 PM



Incident Statistics for February 2018

Start Date: 02/01/2018 | End Date: 02/28/2018

INCIDENT COUNT		
INCIDENT TYPE		# INCIDENTS
EMS		91
FIRE		33
TOTAL		124
FEBRUARY LOSSES		YTD LOSSES
\$10,095.00		\$81,677.00
CO CHECKS		
TOTAL		0
MUTUAL AID		
Aid Type		Total
Aid Given		4
OVERLAPPING CALLS		
# OVERLAPPING		% OVERLAPPING
15		12.1
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station #1	0:04:13	0:03:49
Station #2	0:04:15	0:03:04
Station #3	0:05:28	0:05:00
Station #4	0:05:17	0:05:00
AVERAGE FOR ALL CALLS		0:04:19
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station #1	0:01:04	0:01:50
Station #2	0:01:21	0:01:18
Station #3	0:01:13	0:01:12
Station #4	0:01:11	0:01:00
AVERAGE FOR ALL CALLS		0:01:22
AGENCY		AVERAGE TIME ON SCENE (MM:SS)
Madisonville Fire Dept.		15:37

Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

Madisonville, KY

This report was generated on 3/5/2018 3:16:56 PM



Incident Count per Primary Action Taken for Date Range

Start Date: 02/01/2018 | End Date: 02/28/2018

ACTION TAKEN	# INCIDENTS	PERCENTAGE
10 - Fire control or extinguishment, other	3	2.42%
12 - Salvage & overhaul	1	0.81%
30 - Emergency medical services, other	72	58.06%
31 - Provide first aid & check for injuries	3	2.42%
32 - Provide basic life support (BLS)	8	6.45%
42 - HazMat detection, monitoring, sampling, & analysis	1	0.81%
70 - Assistance, other	3	2.42%
73 - Provide manpower	1	0.81%
78 - Control traffic	1	0.81%
80 - Information, investigation & enforcement, other	1	0.81%
82 - Notify other agencies.	1	0.81%
86 - Investigate	26	20.97%
92 - Standby	1	0.81%
93 - Cancelled en route	2	1.61%

TOTAL: 124

Communication: Fire Department Report (Department Reports)

Page 2

Calculates the number of incidents for the PRIMARY ACTION TAKEN valued provided on Basic Info 5 of an incident. For summation of ALL ACTIONS TAKEN, click SEARCH from the main Reports module page, and enter DocID 668. Only REVIEWED incidents included.

EMERGENCY REPORTING
emergencyreporting.com
Doc Id: 305
Page # 1
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Madisonville Fire Dept.

Madisonville, KY

This report was generated on 3/5/2018 3:19:39 PM



7.A

Code Hours Summary per Training Code For Date Range

Training Code(s): All Training Codes | Start Date: 02/01/2018 | End Date: 02/28/2018

Total Training Hours By Code		
Total Hours for Training Code: Administration & Organization A0000		7:00
Total Hours for Training Code: Aerial Operations Training HH0000		60:00
Total Hours for Training Code: Chief Fire Officer Training AA0003		21:00
Total Hours for Training Code: Communications C0000		111:30
Total Hours for Training Code: Drivers Training(General) CC0000		82:00
Total Hours for Training Code: Dumpster / Container Firefighting M0005		4:30
Total Hours for Training Code: Emergency Disaster Training X0000		25:30
Total Hours for Training Code: Emergency Medical Training (General) P0000		11:00
Total Hours for Training Code: Extinguishers E0000		4:00
Total Hours for Training Code: Fire Behavior D0000		16:00
Total Hours for Training Code: Fire Control M0000		4:30
Total Hours for Training Code: Fire Officer 1 Training AA0001		3:00
Total Hours for Training Code: Fire Officers Training (General) AA0000		90:00
Total Hours for Training Code: Fire Protection Systems S0000		11:30
Total Hours for Training Code: First Aid P0021		40:00
Total Hours for Training Code: Foam Fire Streams L0000		20:30
Total Hours for Training Code: Forcible Entry G0000		27:00
Total Hours for Training Code: Hazardous Materials Training (General) T0000		23:00
Total Hours for Training Code: Hose, Nozzles, Applicances K0000		36:00
Total Hours for Training Code: Ladders J0000		30:30
Total Hours for Training Code: Loss Control N0000		93:00
Total Hours for Training Code: Medical Emergencies P0010		369:00
Total Hours for Training Code: Personal Protective Equipment F0000		6:00
Total Hours for Training Code: Pre-Planning & Inspections Training DD0003		4:00
Total Hours for Training Code: Pump Operations Training Z0000		35:00
Total Hours for Training Code: Rescue Training Q0000		56:00
Total Hours for Training Code: Ropes I0000		3:00
Total Hours for Training Code: Safety Training B0000		7:00
Total Hours for Training Code: Vehicle Extrication Q0001		12:00
Total Hours for Training Code: Ventilation H0000		6:00
Total Hours for Training Code: Water Rescue Q0005		11:00
Totals for all selected Training Codes 2/1/2018 - 2/28/2018		59 personnel 1230:30

Communication: Fire Department Report (Department Reports)

Page 3

Displays the total training hours per for each of the selected Training Codes. NOTE that this report only applies to accounts that are set to Track Hours by Training Code. Archived Training Codes are not included in this report.

 **EMERGENCY REPORTING**
emergencyreporting.com
Doc Id: 1623
Page # 1 of 1
XXXXXX

Packet Pg. 13

Madisonville Fire Dept.

Madisonville, KY

This report was generated on 3/13/2018 10:07:53 AM



Inspection Result for Inspection Type for Date Range

InspectionType: All Types | Start Date: 02/01/2018 | End Date: 02/28/2018

ID	OCCUPANCY	DATE	INSPECTOR	INSP. RESULTS	NOTES
Inspection Type: Annual					
478	Chris Wilson Automotive	02/13/2018	Phillips, Michael	Passed with Comments	Corrections were made
396	Hertz	02/13/2018	Phillips, Michael	Passed	
397	State Farm Insurance (John Zieba)	02/13/2018	Phillips, Michael	Passed	
99	World Finance Loans and Taxes	02/13/2018	Phillips, Michael	Passed	
485	First Care Clinic	02/14/2018	Phillips, Michael	Passed with Comments	Corrections were made
521	Hardees	02/20/2018	Phillips, Michael	Passed with Comments	Corrections were made
489	Denny's	02/20/2018	Phillips, Michael	Passed	
462	Max Arnold #5 B.P.	02/20/2018	Phillips, Michael	Passed	
490	McDonald's	02/20/2018	Phillips, Michael	Passed	
114	Finders Keepers	02/20/2018	Phillips, Michael	Passed	
127	Bolin Rentals	02/20/2018	Phillips, Michael	Passed with Comments	Corrections were made
491	Sureway	02/20/2018	Phillips, Michael	Passed	
492	O'Downey's Rent To Own	02/20/2018	Phillips, Michael	Correction Notice Issued	Will check back in 30 days
249	Synergy Counseling	02/20/2018	Phillips, Michael	Passed	
493	American Printing	02/20/2018	Phillips, Michael		
494	Ken Gibson Realty	02/20/2018	Phillips, Michael	Passed with Comments	Corrections were made
185	Workout Anytime	02/20/2018	Phillips, Michael	Correction Notice Issued	Upstairs under construction. Will check back in 30 days
495	Main Street Prayer	02/20/2018	Phillips, Michael	Correction Notice Issued	Maintain 3 to 4 extinguishers throughout building inspected yearly. Will check back in 30 days.
315	Ferrell's Snappy Service	02/20/2018	Phillips, Michael	Passed	
458	Family Dollar	02/20/2018	Phillips, Michael	Passed with Comments	Corrections were made
4	Carpet Town	02/20/2018	Phillips, Michael	Passed	
5	Thrifty Home Medical	02/20/2018	Phillips, Michael	Passed	
503	Kentucky Farm Bureau	02/27/2018	Phillips, Michael	Passed	
393	Habitat for Humanity	02/27/2018	Phillips, Michael	Passed with Comments	

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**EMERGENCY
REPORTING**
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Communication: Fire Department Report (Department Reports)

ID	OCCUPANCY	DATE	INSPECTOR	INSP. RESULTS	NOTES
Inspection Type: Annual					
3	St. Vincent De Paul	02/27/2018	Phillips, Michael	Passed	
502	One Main Financial	02/27/2018	Phillips, Michael	Passed with Comments	
488	Dr. Sampson Dental Office	02/28/2018	Phillips, Michael	Passed with Comments	All corrections were made.
48	Huddle House	02/28/2018	Phillips, Michael	Passed	
183	Regency Finance Company	02/28/2018	Phillips, Michael	Passed	
51	Vape Park	02/28/2018	Phillips, Michael	Passed with Comments	
501	Benchmark Family Services	02/28/2018	Phillips, Michael	Correction Notice Issued	
182	Subway	02/28/2018	Phillips, Michael	Correction Notice Issued	
Total # Inspections for: Annual:				32	
Inspection Type: Reinspection					
194	Ideal Market #6	02/20/2018	Phillips, Michael	Passed with Comments	All corrections were made from previous inspection
Total # Inspections for: Reinspection:				1	
TOTAL # INSPECTIONS:				33	

CORRECTION NOTICES ISSUED 5

Madisonville Fire Dept.

Madisonville, KY

This report was generated on 3/5/2018 3:29:40 PM

**February 2018 Events**

Start Date: 02/01/2018 | End Date: 02/28/2018

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION
Pre Fire Plans 33				
	02/03/2018	A-Plus Auto	Pre-Incident Survey (Preplan or Walkthrough)	975 N. Main St.
	02/05/2018	Ideal Market	Pre-Incident Survey (Preplan or Walkthrough)	1640 N Main St
	02/07/2018	Cosmo Prof Salon Supply	Pre-Incident Survey (Preplan or Walkthrough)	525 East Center Street
	02/09/2018	Shiloh Apartments	Pre-Incident Survey (Preplan or Walkthrough)	Shiloh Apartments
	02/09/2018	T and D solutions	Pre-Incident Survey (Preplan or Walkthrough)	Industrial Court
	02/09/2018	Atmos Enery	Pre-Incident Survey (Preplan or Walkthrough)	638 W. Broadway
	02/09/2018	Colonial Motel	Pre-Incident Survey (Preplan or Walkthrough)	507 S. Main St.
	02/12/2018	Madisonville Community College	Pre-Incident Survey (Preplan or Walkthrough)	2000 College Drive
	02/12/2018	Preplan Apollo Oil	Pre-Incident Survey (Preplan or Walkthrough)	2690 Nebo Rd.
	02/12/2018	Pre Plan Oak Ridge Retirement Center	Pre-Incident Survey (Preplan or Walkthrough)	Oak Ridge Retirement 750 Dodson Ln.
	02/13/2018	Senior Citizens Center	Pre-Incident Survey (Preplan or Walkthrough)	200 North Main Street
	02/13/2018	Custom Audio	Pre-Incident Survey (Preplan or Walkthrough)	405 E. Center St
	02/13/2018	Grease Monkey	Pre-Incident Survey (Preplan or Walkthrough)	1036 North Main Street
	02/13/2018	World Finance Loans and Taxes	Pre-Incident Survey (Preplan or Walkthrough)	3350E. Center Street

Only LOCKED events included.

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Communication: Fire Department Report (Department Reports)

February 2018 Events Continued				
02/13/2018	Community Dental	Pre-Incident Survey (Preplan or Walkthrough)	1175 S.Main	
02/13/2018	Eastside Lane Apartments	Pre-Incident Survey (Preplan or Walkthrough)	1121 & 1131 Eastside Lane	
02/15/2018	First United Methodist Church	Pre-Incident Survey (Preplan or Walkthrough)	200 E. Center St.	
02/16/2018	Cabinets By Design	Pre-Incident Survey (Preplan or Walkthrough)	30 Bassett Ave.	
02/17/2018	Todd's Furniture Closeout	Pre-Incident Survey (Preplan or Walkthrough)	924 S. Main St	
02/19/2018	Kort Physical Therapy	Pre-Incident Survey (Preplan or Walkthrough)	24 Madison Square Dr.	
02/19/2018	Fast Payday Loan	Pre-Incident Survey (Preplan or Walkthrough)	727 South Main St.	
02/19/2018	Preplan Modern Welding	Pre-Incident Survey (Preplan or Walkthrough)	155 Bean Cemetery	
02/19/2018	Main Street Prayer Center	Pre-Incident Survey (Preplan or Walkthrough)	35 North Main Street	
02/20/2018	Ferguson Enterprise	Pre-Incident Survey (Preplan or Walkthrough)	2630 Nebo Rd	
02/20/2018	Lucky Buffet	Pre-Incident Survey (Preplan or Walkthrough)	1900 Lantaff Blvd	
02/20/2018	Dr Sampson Dentist	Pre-Incident Survey (Preplan or Walkthrough)	70 Cornwall Dr	
02/20/2018	Day's Inn	Pre-Incident Survey (Preplan or Walkthrough)	1900 Lantaff Blvd	
02/22/2018	MCC	Pre-Incident Survey (Preplan or Walkthrough)	2000 College Drive	
02/26/2018	Electro Cycle	Pre-Incident Survey (Preplan or Walkthrough)	230 Baldwin Dr.	
02/26/2018	Fastnel	Pre-Incident Survey (Preplan or Walkthrough)	2560 Nebo Rd.	
02/26/2018	IUE CWA	Pre-Incident Survey (Preplan or Walkthrough)	1075 National Mine Drive	
02/28/2018	Denny's Restaurant's	Pre-Incident Survey (Preplan or Walkthrough)	20 Ruby Dr.	
02/28/2018	The Cabinetry	Pre-Incident Survey (Preplan or Walkthrough)	1210 Nebo Rd.	

Only LOCKED events included.

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Communication: Fire Department Report (Department Reports)

February 2018 Events Continued				
Public Relations/ Public Education Events 11				
02/02/2018	Shadow Day Station Tour	Public Relations/ Education		Station 1
02/03/2018	Ballard Center Flags	Public Relations/ Education		605 East Arch
02/11/2018	MAPS Pride	Public Relations/ Education		Pride School
02/13/2018	MNHHS Thank you	Public Relations/ Education		4515 Hanson Rd.
02/16/2018	Student Assistance	Public Relations/ Education		Tech Center on Patriot Dr.
02/16/2018	MAPS	Public Relations/ Education		Earlington Elementary
02/16/2018	Station Tour	Public Relations/ Education		Station 1
02/20/2018	Station Tour	Public Relations/ Education		Station 1
02/22/2018	Bowl For Kids Sake	Public Relations/ Education		Station 1
02/22/2018	Station Tour	Public Relations/ Education		Station 1
02/26/2018	Assist Chamber with Food	Public Relations/ Education		Downtown Madisonville
02/27/2018	Station Tour	Public Relations/ Education		Station 2
Car Seat Inspections 3				
02/09/2018	Car Seat Inspection	Car Seat Inspections		Station 1
02/13/2018	Car Seat Install	Car Seat Inspections		Station 1
02/23/2018	Car Seat Inspection	Car Seat Inspections		Station 1

Only LOCKED events included.

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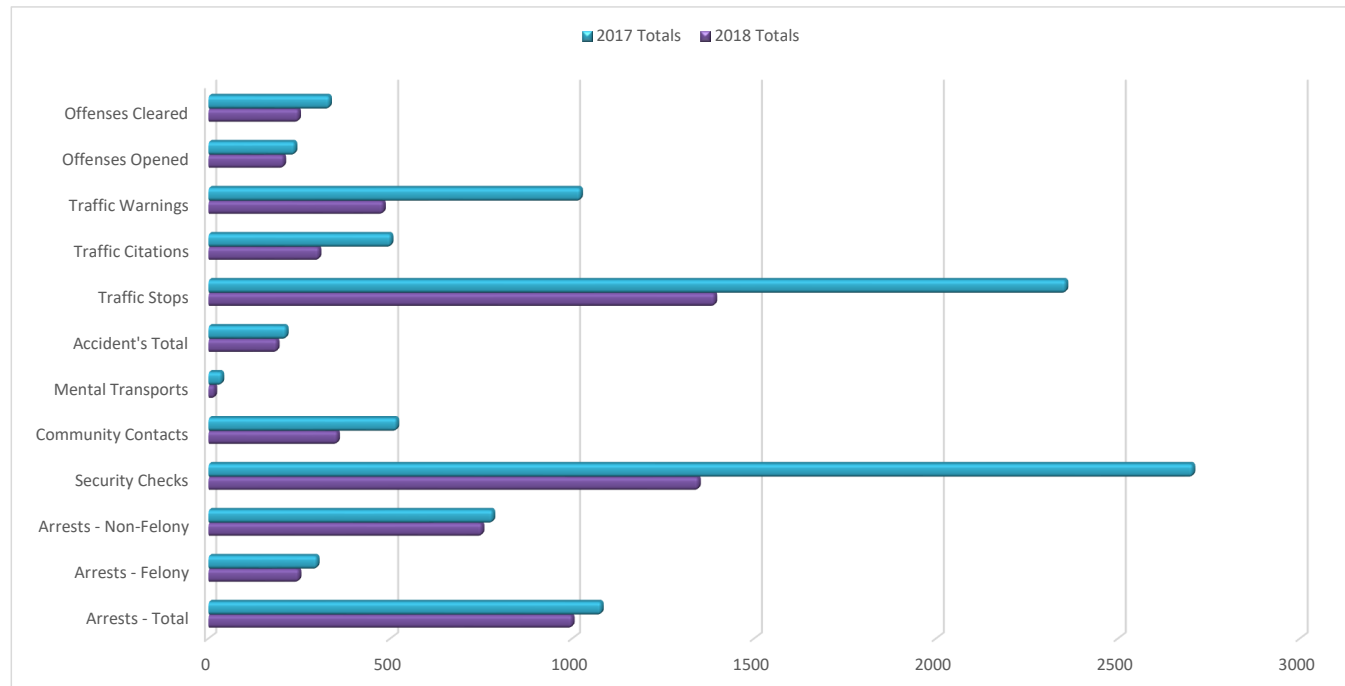


Madisonville Police Department Council Report March 19th, 2017



7.B

Type	Dec-17	Jan-18	Feb-18	2018 Totals	2017 Totals	Man Hours	Dec-17	Jan-18	Feb-18	Totals
Calls - Total Responses	4658	4656	4613	13927	18893	Regular Hours	6169	7419.5	6762.5	20351
Arrests - Total	254	357	388	999	1079	Over Time Hours	749.5	551.5	892.75	2193.75
Arrests - Felony	55	93	100	248	298	Vacation Hours	1027	140	64	1231
Arrests - Non-Felony	199	264	288	751	781	Sick Hours	158.5	113.5	80.25	352.25
Security Checks	445	324	577	1346	2705	Training Hours	253	289.5	75.75	618.25
Community Contacts	96	140	118	354	517	Community VT Programs	135	6	10	151
Mental Transports	6	4	6	16	36	Volunteer Hours	171	4	6	181
Accident's Total	71	63	54	188	213	Crime Stopper Tips	43	27	13	83
Traffic Stops	466	420	505	1391	2356	Crime Stopper Arrests	9	30	32	71
Traffic Citations	86	88	129	303	501	Special Events: Active Shooter Program for City Hall, KY ASAP Meeting, Church Security Program, Rescue Task Force Training, Conducted tours of the PD Volunteer events:				
Traffic Warnings	171	139	170	480	1022					
Offenses Opened	60	76	70	206	237					
Offenses Cleared	51	88	108	247	332					
Stolen/Lost Property Value	\$ 76,764.08	\$ 38,074.24	\$ 14,114.00	\$128,952.32	\$ 198,221.16					



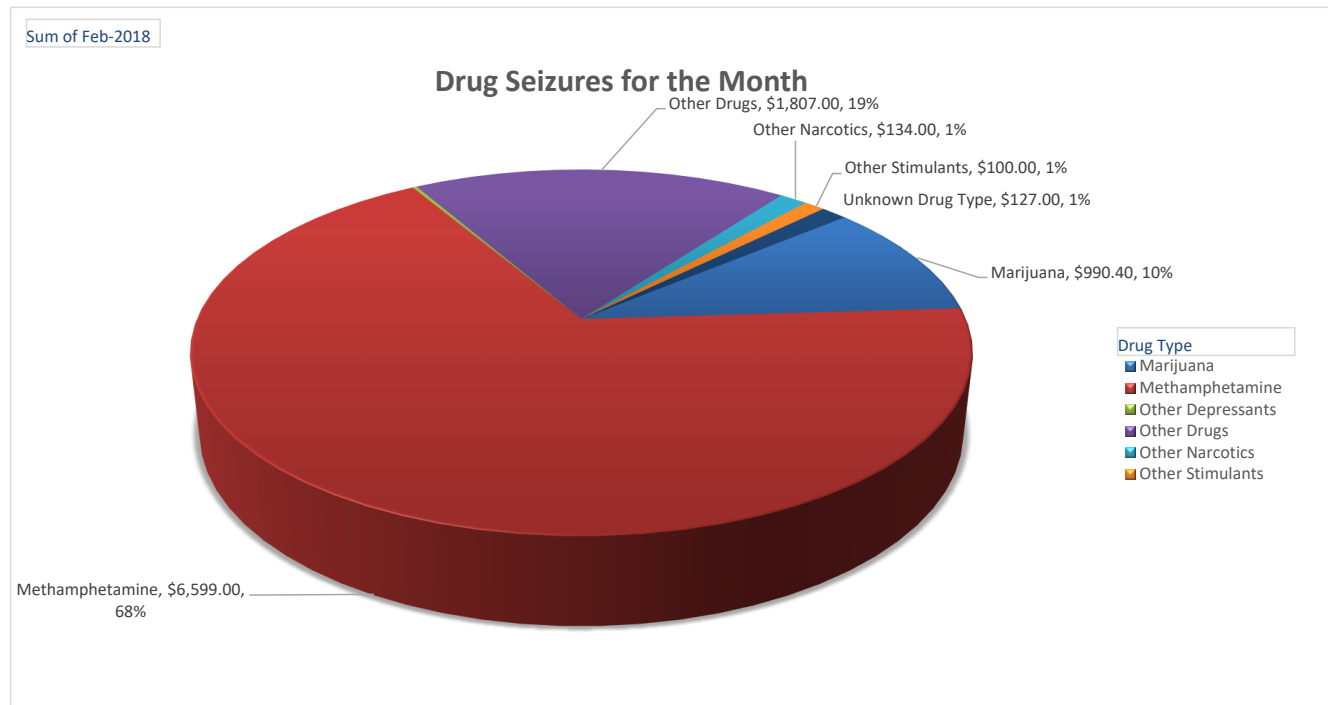
Communication: Police Department Report (Department Reports)



Madisonville Police Department Council Report March 19th, 2017



7.B



Methamphetamine, \$6,599.00,
68%

Total Seizures February - 2018: \$ 9,777.40

Communication: Police Department Report (Department Reports)

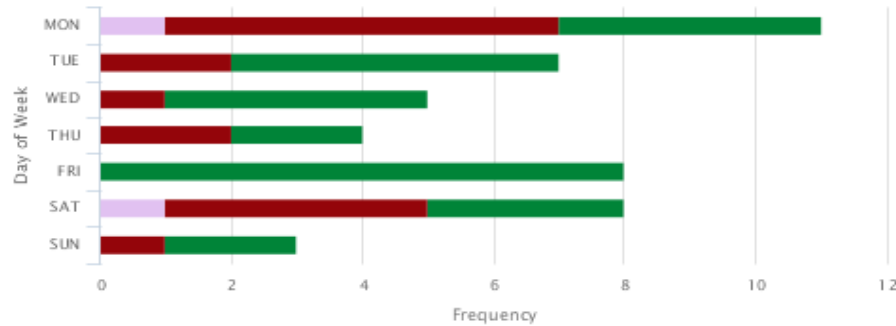


Madisonville Police Department Council Report March 19th, 2017

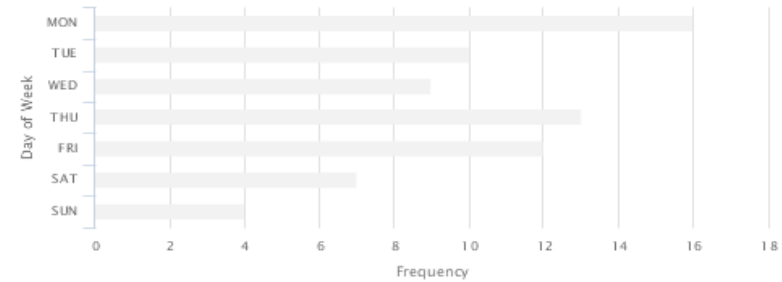


7.B

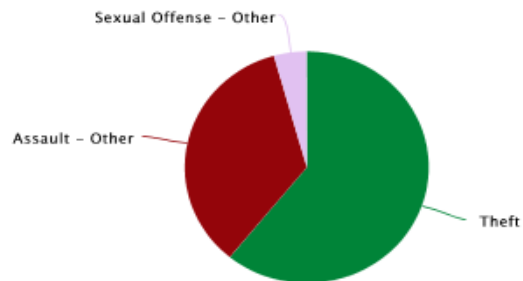
Part 1 Crimes by Day of Week



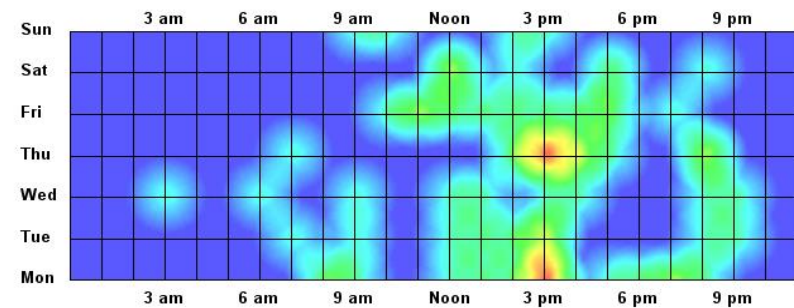
Traffic Accidents by Day of Week



Part 1 Crimes



Traffic Accident Highest Times



Communication: Police Department Report (Department Reports)

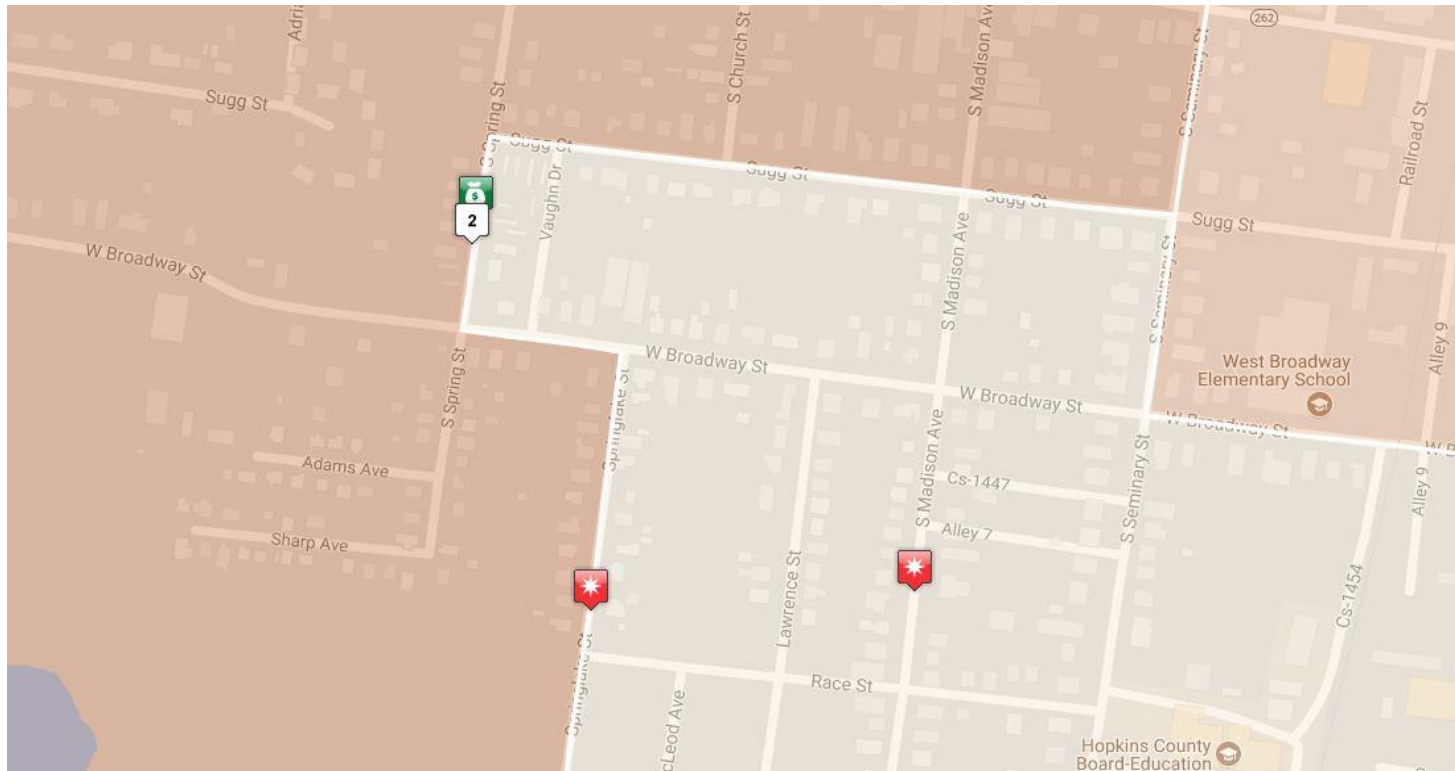


Madisonville Police Department Council Report March 19th, 2017



7.B

Part 1 Crimes Highest Density



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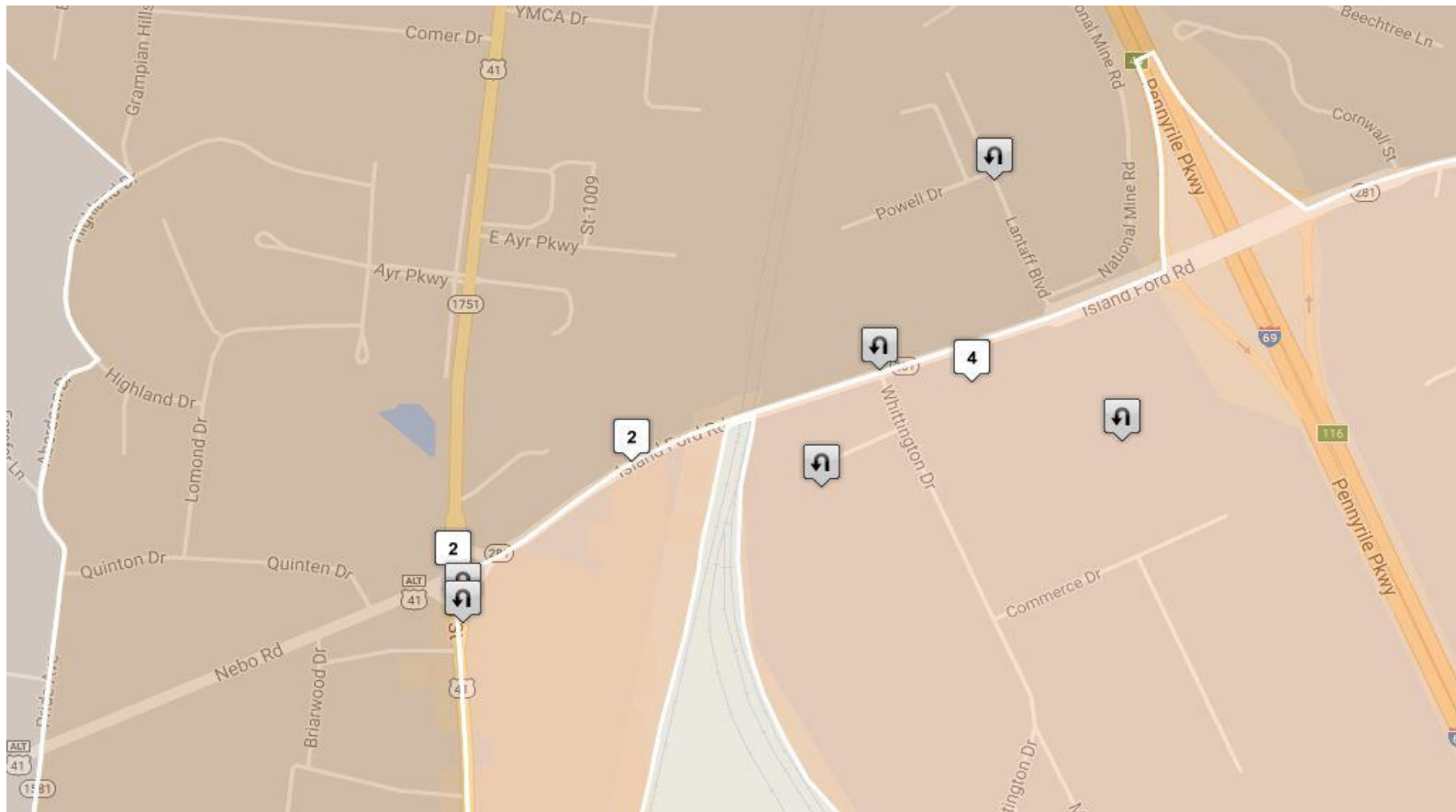


Madisonville Police Department Council Report March 19th, 2017



7.B

Traffic Accidents Highest Density



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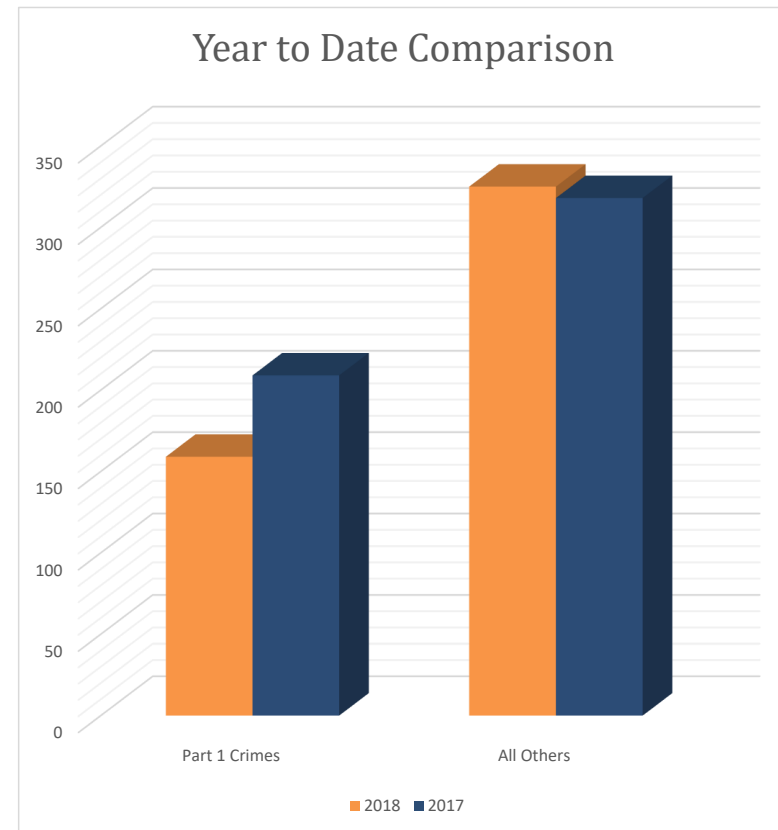
Madisonville Police Department Council Report March 19th, 2017



7.B

Crime Statistics Comparison

	Feb-18	Jan-18	Difference	Feb-17	Difference	Calender Year to Date		
Part 1 Crimes	78	72	8%	94	-17%	2018	2017	Difference
All Others	169	139	22%	165	2%	159	209	-24%
						325	318	2%



CITY OF MADISONVILLE
OFFICE OF THE MAYOR
EXECUTIVE ORDER

EXECUTIVE ORDER RELATING TO THE RE-APPOINTMENT OF BOB SIMMONS, RICK WELCH, KIM BLUE AND SCOTT VANDERPLOEG TO THE MADISONVILLE SISTER CITIES COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

That I, David W. Jackson, Mayor of the City of Madisonville, Kentucky, pursuant to the authority vested in me by applicable law, **DO HEREBY ORDER** as follows:

1) That Bob Simmons, Rick Welch, Kim Blue and Scott Vanderploeg shall be, and hereby are, re-appointed to the Madisonville Sister Cities Commission; and

2) That the term of shall be for a period of three (3) years and ending on October 20, 2020; and

3) That Bob Simmons, Rick Welch, Kim Blue and Scott Vanderploeg shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.

19th day of March, 2018

ATTEST:

CITY OF MADISONVILLE
OFFICE OF THE MAYOR
EXECUTIVE ORDER

EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF ROBERT CARTER TO THE
MADISONVILLE/HOPKINS COUNTY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS

KNOW ALL MEN BY THESE PRESENTS:

That I, David W. Jackson, Mayor of the City of Madisonville, Kentucky, pursuant to the authority vested in me by applicable law, **DO HEREBY ORDER** as follows:

- 1) That Robert Carter is hereby, appointed to the Madisonville/Hopkins County Economic Development Corporation Board; and
- 2) That the term of Robert Carter shall be for three years ending on March 30, 2021; and
- 3) That Robert Carter shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville

19th day of March, 2018

ATTEST:

**CITY OF MADISONVILLE, KY
ORDINANCE O-2018-5**

ORDINANCE CONFIRMING THE SALE AND AWARDING A NON-EXCLUSIVE FRANCHISE TO ATMOS ENERGY CORPORATION, FOR A TERM OF FIVE (5) YEARS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A NATURAL GAS DISTRIBUTION SYSTEM ALONG AND UNDER PUBLIC RIGHT-OF-WAY WITHIN THE CITY OF MADISONVILLE, KENTUCKY, IN RETURN FOR WHICH FRANCHISEE SHALL PAY TO THE CITY AN ANNUAL SUM EQUAL TO ONE PERCENT (1%) OF THE GROSS REVENUES DERIVED FROM THE FRANCHISE AWARDED HEREIN.

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

WHEREAS, Ordinance 2018-3 adopted by the Madisonville City Council, on January 29, 2018, provided for the creation and sale of a franchise, for a term of five (5) years, 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 Madisonville in accordance with the terms and provisions of the Gas Franchise Agreement referenced below; and

WHEREAS, said ordinance established a sealed bid process which included advertising the invitation for bids, notifying the public of the date for the submission of bids to City of Madisonville, and awarding the franchise to the successful bidder; and

WHEREAS, after publication of said advertisement on February 21, 2018, the only bid received by Madisonville, Kentucky, was from Atmos Energy Corporation.

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

Section 1. That the gas franchise created by Ordinance 2018-3 be, and it hereby is, awarded to Atmos Energy Corporation who submitted the best responsive and responsible bid.

Section 2. That the Mayor shall be, and hereby is, authorized and directed to execute the Gas Franchise Agreement, a copy of which was attached to Ordinance 2018-3. The effective date of the above Gas Franchise Agreement is March 19, 2018.

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 5th day of March, 2018 and the second reading on the 19th day of March, 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 March, 2018

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

FRANCHISE AGREEMENT

THIS **FRANCHISE AGREEMENT** is made and executed this ____ day of _____, 2018 by and between the City of Madisonville, Kentucky (sometimes referred to herein as the “City” or “Grantor”), and Atmos Energy Corporation (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 Corporation.

(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 five (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 2018-05 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, contagious 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

ATMOS ENERGY CORPORATION

BY: _____
J. Kevin Dobbs
President, Kentucky Division

City's Mailing Address and Phone Number:

City of Madisonville

PO. Box 705

Madisonville, Ky. 42431

(270) 824-2101

Attachment: Madisonville Fran Template New 081617 (O-2018-5 : Ordinance non-exclusive franchise to Atmos Energy)

**CITY OF MADISONVILLE, KY
ORDINANCE**

**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 1015 COLLEGE DRIVE, FROM OFFICE PROFESSIONAL TO
NEIGHBORHOOD COMMERCIAL**

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

1. Appendix B to the code of Ordinances, City of Madisonville, Kentucky, passed on December 28, 1970, and the Official Map adopted therewith, as amended, are hereby amended insofar as same relates to 1015 College Drive, owned by Wendy Naimoli, from Office Professional to Neighborhood Commercial. For a description of the boundary of the area to be rezoned, see Exhibit A attached hereto and incorporated herein by reference. The zoning classification of this property is hereby changed from Office Professional to Neighborhood Commercial.
2. Any Ordinance in conflict with this Ordinance shall be and hereby is repealed.
3. This Ordinance shall be effective upon publication.

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 19th day of March, 2018 and the second reading on the 2nd day of April, 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 2nd day of April, 2018

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

EXHIBIT A

Beginning at a point at the intersection of the south right-of-way of the Madisonville Community College Road and the west right-of-way of Kentucky Highway 1751; thence with the south right-of-way of the Madisonville Community College Road North 82° 36' 58" West 43.57 feet; North 80° 03' 03" West 99.97 feet; North 74° 55' 13" West 99.97 feet; North 70° 54' 48" West 56.20 feet to an iron pin; thence leaving said right-of-way South 07° 37' 14" West 173.25 feet to an iron pin at the northwest corner of the Church of Latter Day Saints lot; thence with the north line of said lot South 76° 39' 09" East 300.00 feet to an iron pin in the west right-of-way of Kentucky Highway 1751; thence with said right-of-way North 07° 20' 21" East 175.16 feet to the beginning, containing 1.15 acres, as per survey by Associated Engineers Service, Inc., dated April 6, 1987.

Being that same property conveyed to Jackie Ray French and his wife, Sandra Faye French, or the survivor, by virtue of a deed from French Construction Company, Inc., a Kentucky corporation, dated March 12, 1996, and of record in Deed Book 547, at page 533, in the Hopkins County Clerk's Office



SUBJECT PROPERTY



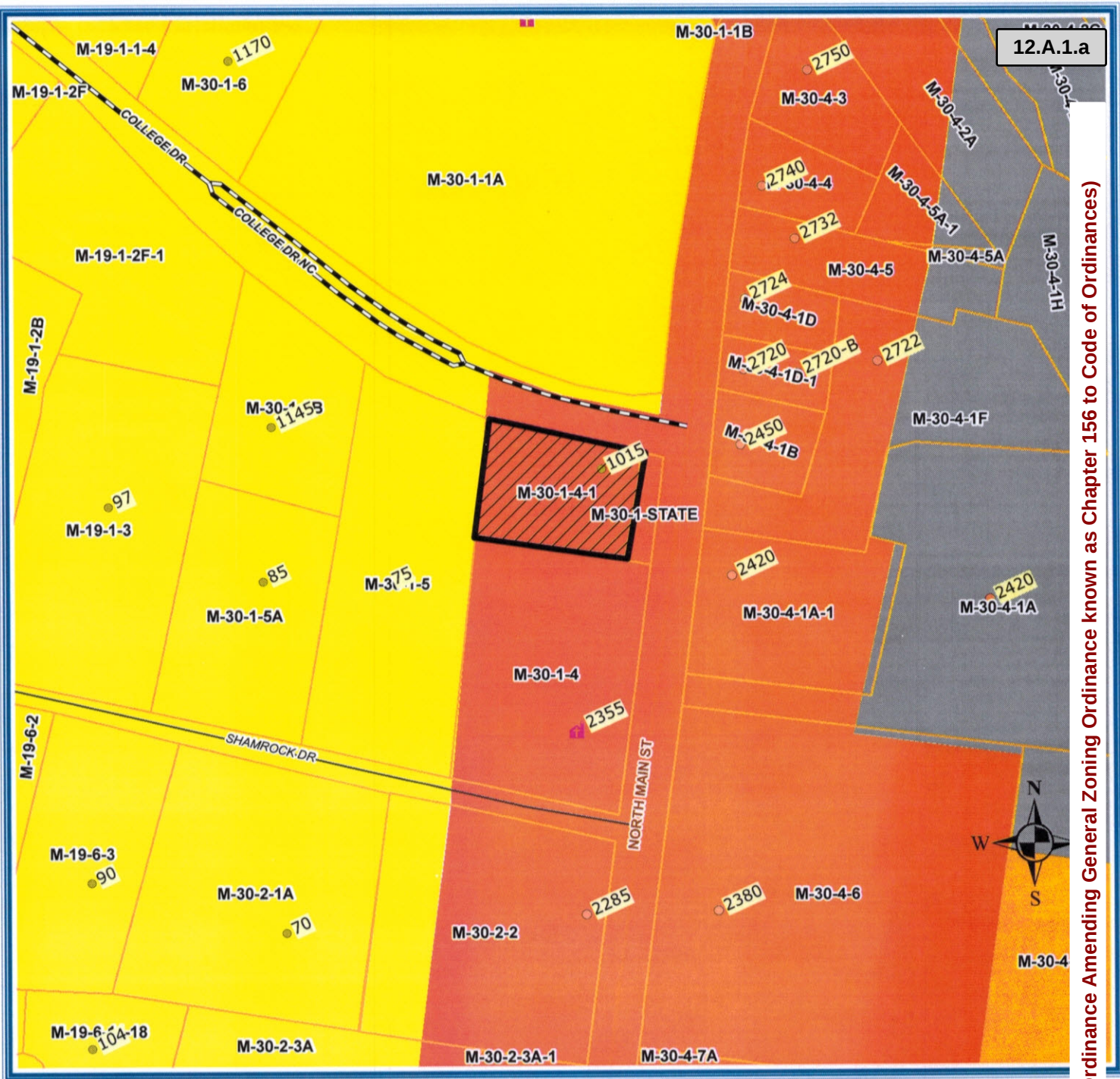
Owner: Wendy Naimoli
1015 College Drive

**Office Professional (OP)
to Neighborhood Commercial (NC)**

EXISTING ZONING MAP

Zoning - Madisonville

 AG - Agricultural	 LI - Light Industrial
 C - Conservation	 MDR - Medium Density Residential
 CBD - Central Business District	 NC - Neighborhood Commercial
 GC - General Commercial	 OP - Office Professional
 GI - General Industrial	 RR - Rural Residential



ZONING AMENDMENT 18-01



SUBJECT PROPERTY 

Owner: Wendy Naimoli
1015 College Drive

Office Professional (OP)
to Neighborhood Commercial (NC)

FUTURE LAND USE MAP

35madlu	Multi-Family Residential
LAND_USE	Office Professional
Commercial	Open Agricultural
Industrial	Residential

Hopkins County Joint Planning Commission
Application No. MAD ZMA 18-001

IN RE: THE MATTER OF THE PROPERTY LOCATED AT 1015 COLLEGE DRIVE, AT THE CORNER OF NORTH MAIN STREET AND COLLEGE DRIVE OWNED BY WENDY NAIMOLI FOR A CHANGE IN ZONING CLASSIFICATION FROM OFFICE PROFESSIONAL (OP) TO NEIGHBORHOOD COMMERCIAL (NC).

This matter came before a public hearing held by the Hopkins County Joint Planning Commission on the application of the owner, Wendy Naimoli, for a change in zoning classification for 1015 College Drive at the corner of North Main Street and College Drive, Madisonville, Kentucky, for a change in zoning classification from Office Professional (OP) to Neighborhood Commercial (NC).

Findings of Fact

1. On January 25th, 2018, a public hearing was held regarding the above referenced request for a zoning map amendment.
2. The owner submitted a request for the above referenced zoning map amendment to the Zoning Administrator for the City of Madisonville. A complete application was submitted. Legal notice was published in the Messenger on Tuesday, January 9th, 2018.
3. Legal notices had been sent to adjacent property owners and required signage had been posted on the property as confirmed by a memorandum from Zoning Administrator Debbie Todd dated January 17th, 2018.
4. Director Adkins reported the zoning for the surrounding property is Neighborhood Commercial and Low Density Residential.
5. The future land use map in the 2035 Comprehensive Plan shows this property as Commercial.
7. Young Park, Applicant's husband, 1015 College Drive, Madisonville, KY 42431, was present and spoke regarding this application request. This property has been for sale for several years and they are looking to try and make it more marketable. They have requested this zoning classification change, following the recent Barnett Strother request, to better align the property with the future land use map. General questions were asked and answered.
8. The public hearing was open.
9. No one spoke in favor.
10. The following was in opposition:
 - a. Chair Black read into the record an email received from Markell C Vogel and Gale W. Vogel, at 1190 College Drive, Madisonville, KY. The email stated they were opposed to rezoning the property at the corner of College Drive and North Main to Neighborhood Commercial and that they would prefer the status of Residential-only single family dwelling. The email was entered into the record and is attached to this findings of fact.
 - b. Jeff Reeves, 1170 College Drive, Madisonville, KY, spoke in opposition of the zoning map amendment. This property has had re-zoning requests before. Not sure that the re-zoning to neighborhood commercial would provide benefit to the community and the neighborhood. I am concerned about it being a convenience store or a residential facility. I am concerned zoning neighborhood commercial would increase the traffic flow after we have invested a tremendous amount of money into the infrastructure widening the road and installing sidewalks in this area. Mr. Reeves stated after Zoning Administrator Todd read into the record the different uses for the current zoning Office Professional and the different uses for Neighborhood Commercial (see attached) that

Hopkins County Joint Planning Commission
Application No. MAD ZMA 18-001

he would not want a pool hall, a vape store, or even a child day care center even conditionally not with the traffic.

c. Janice Ramey, 1145 College Drive, Madisonville, KY, stated her concern is the parking because the house covers 90 percent of the property. She believed this was turned down before because of the parking issues. She believes this was built for a residential property and lived in for two (2) years before becoming an office. She would like this property to go back to residential as the majority of the use in the area is residential.

11. Public hearing was called closed.

12. Director Adkins made a recommendation of approval as this zoning map amendment was in agreement with the 2035 Comprehensive Plan Future Land Use Map and the Madisonville Goal and Objective of placing a priority on occupying empty commercial and industrial buildings.

Conclusion and Recommendation

In conclusion, the Planning Commission met on February 22nd, 2018 and after having considered the entire record and after discussion does hereby find that the proposed request is in agreement with the 2035 Comprehensive Plan Future Land Use Map and stated goals and objectives.

It is the recommendation of the Hopkins County Joint Planning Commission by majority roll-call vote that the application of the owner, Wendy Naimoli, for a change in zoning classification from Office Professional (OP) to Neighborhood Commercial (NC) for 1015 College Drive, Madisonville, Kentucky be granted.



Derek E. Adkins, Director

Historical Traffic Volume Summary

Station Details:

Sta ID:	054B61
Sta Type:	Classification
Map:	MapIt
District:	2
County:	Hopkins
Route:	054-KY-3052 -000
Route Desc:	COLLEGE DR

Begin MP:	0
Begin Desc:	US 41
End Mp:	0.7530
End Desc:	END OF STATE MAINTENANCE
Impact Year:	
Year Added:	

Newest Count:

AADT:	3868
Year:	2016
% Single:	3.1540
% Combo:	0.3970
K Factor:	10.70
D Factor:	55

Definitions:

Sta. ID - Three digit county number + station number

MP - milepoint

Impact Year - year of significant change to traffic pattern within station segment

AADT - Annual Average Daily Traffic - the annualized average 24-hour volume of vehicles on a segment of roadway

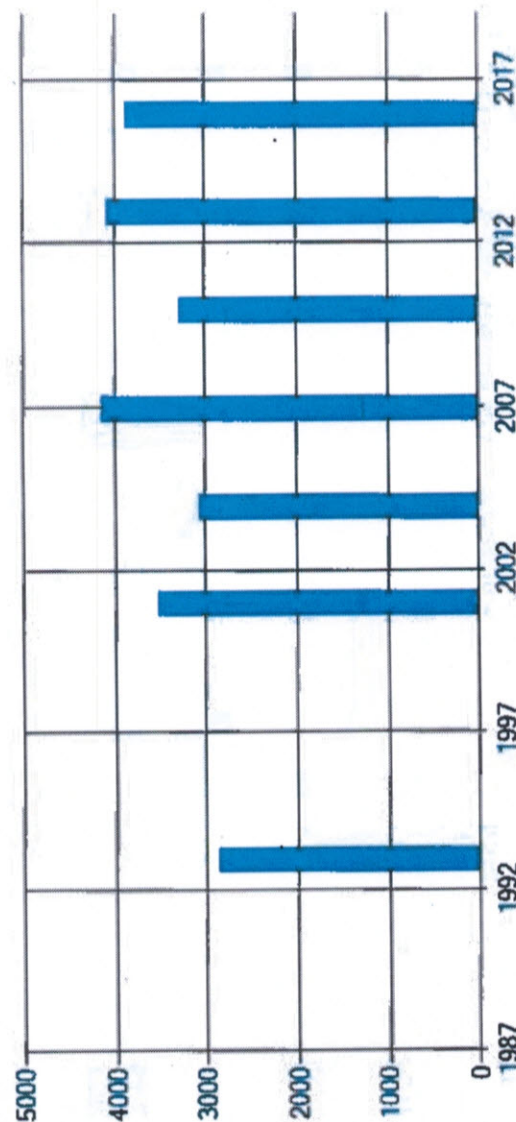
% Single - single unit truck volume as a percentage of the AADT

% Combo - combination truck volume as a percentage of the AADT

K Factor - peak hour volume as a percentage of the AADT

D Factor - percentage of peak hour volume flowing in the peak direction

Year	AADT	Year	AADT	Year	AADT
2018		2008		1998	
2017		2007	4150	1997	
2016	3868	2006		1996	
2015		2005		1995	
2014		2004	3070	1994	
2013	4073	2003		1993	2860
2012		2002		1992	
2011		2001	3530	1991	
2010	3270	2000		1990	
2009		1999		1989	



Bonnie Smith

From: Gale Vogel <g17vogel@gmail.com>
Sent: Thursday, January 25, 2018 4:48 PM
To: dtodd@madisonvillegov.com; bsmith@madisonvillegov.com
Subject: Oppose rezoning to Neighborhood Commercial- College Drive & North Main

To: dtodd and smith at Madisonville Government

We were intending to attend the rezoning hearing this afternoon, 1-25-2018, but am now unable to attend, therefore, sending this e-mail with our opinion.

We are opposed to rezoning the property at the corner of College and North Main to Neighborhood Commercial. We would prefer the status of Residential only- single family dwelling.

We are the homeowners of 1190 College Drive, Madisonville, Kentucky 42431 and reside at this residence on a full-time and permanent basis.

Markell C. Vogel mc22vogel@gmail.com

Gale W. Vogel g17vogel@gmail.com

Thank you for considering our request.

Attachment: CCE_0566 (1396 : Ordinance Amending General Zoning Ordinance known as Chapter 156 to Code of Ordinances)

Debbie Todd

From: John Mark Morris <JMorris@grovesconstruction.com>
Sent: Thursday, January 25, 2018 5:46 PM
To: bsmith@madisonvillegov.com; Debbie Todd
Subject: College Drive Rezoning

We are residents of 1185 College Drive and we are opposed to the proposed rezoning of the property on the Southwest corner of North Main and College Drive. The property is currently owned by Wendy Namoli.

Thank you and please respond to my email.

Sincerely

John M. Morris | William E. Groves Construction, Inc.
Vice President Operations | Director of Safety
M:(270)-875-6224

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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§ 156.032

OFFICE PROFESSIONAL.

- (A) The Office Professional (OP) District is designed to provide a district for low-profile professional uses suitable for location abutting residential uses. The Office Professional District shall be for professional and limited commercial office development which will be compatible and harmonious with the existing or potential development of adjacent residential or other areas and to foster professional and limited commercial office developments. The OP Districts are established to provide suitable alternative locations for offices and services of a professional, clerical or administrative nature.
- (B) Uses permitted by right include:
- (1) Office buildings not exceeding seven thousand five hundred (7,500) square feet for professional and business uses;
 - (2) Office buildings may provide professional offices, such as offices for doctors, dentists, lawyers and accountants, and general business offices for insurance companies, trade associations, banks and trust companies, real estate companies and other similar concerns;
 - (3) Office buildings within the Office Professional District shall not include veterinary offices;
 - (4) Medical and dental clinic and laboratory; and
 - (5) Drug store/pharmacy when clearly incidental to a permitted use in this district.
- (C) Uses permitted by condition (*conditional use permit required - See §§ [156.050](#) et seq. for additional information regarding conditional uses*) include:
- (1) Office building exceeding seven thousand five hundred (7,500) square feet for professional and business uses;
 - (2) Religious institution;
 - (3) Educational facility;
 - (4) Day care;
 - (5) Meeting facility;
 - (6) Indoor recreational facility;
 - (7) Performing arts building;
 - (8) Funeral home;
 - (9) Civic use; and
 - (10) Residential use.
- (D) Development provisions.

§ 156.027 NEIGHBORHOOD COMMERCIAL.

- (A) The Neighborhood Commercial (NC) District is intended as a limited retail category for the use of nearby neighborhood areas to supply day-to-day needs and personal services. Establishments should include small, free-standing retail structures and neighborhood-oriented personal service establishments.
- (B) Uses permitted by right include:
- (1) Retail sales establishments for the sale of convenience goods;
 - (2) Personal service establishments and other consumer services (with the exception of those uses expressly prohibited in this chapter), provided that all processing is performed as a service for customers served on the premises and all such establishments are limited to a maximum of five thousand (5,000) square feet;
 - (3) Office use;
 - (4) Restaurant having a maximum seating capacity of forty (40) without drive-through or outdoor seating;
 - (5) Bed and breakfast;
 - (6) Group home;
 - (7) Civic use;
 - (8) Educational facility;
 - (9) Religious institution;
 - (10) Indoor theater; and
 - (11) Vocational center.
- (C) Prohibited uses include:
- (1) Adult establishments;
 - (2) Automotive repair;
 - (3) Garage; and
 - (4) Welding and machine shop.
- (D) Uses permitted by condition (*conditional use permit required - See §§ 156.050 et seq. for additional information regarding conditional uses*) include:
- (1) Retail sales establishments, personal service establishments, and other consumer services exceeding five thousand (5,000) square feet, provided that all processing is performed as a service for customers served on the premises.
 - (2) Day care center;
 - (3) Community building;
 - (4) Gas station;
 - (5) Parking garage;
 - (6) Mini-storage facility;
 - (7) Hotel up to fifty (50) rooms;
 - (8) Restaurant having a seating capacity over forty (40) and/or with a drive thru and/or with outdoor seating;
 - (9) Pool hall/game room; and
 - (10) Residential use.

**CITY OF MADISONVILLE
RESOLUTION**

ACCEPT BID FOR MADISONVILLE MUNICIPAL AID PAVING CONTRACT

WHEREAS, the City of Madisonville opened bids for the Municipal Paving Contract on March 8, 2018 at 10:30 a.m.; and

WHEREAS, the City had received two bids for the Municipal Aid Paving as listed on Exhibit A and shown below:

Bid A

Asphalt In-Place - Per Ton

Item	Description	Scotty's Contracting	Road Builders
1	Bituminous Surface	\$58.85	\$65.00
2	Bituminous Binder	\$58.71	\$63.00
3	Bituminous Base	\$56.81	\$61.00
4	Dense Graded Aggregate	\$20.04	\$24.00

Bid B

Asphalt - Pick Up - Per Ton

Item	Description	Scotty's Contracting	Road Builders
1	Bituminous Surface	\$58.00	\$57.00
2	Bituminous Binder	\$53.70	\$57.00
3	Bituminous Base	\$53.70	\$57.00
4	Dense Graded Aggregate	\$10.45	\$13.85

WHEREAS, Scotty's Contracting & Stone was the lowest bid and met all specifications.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to Scotty's Contracting & Stone for the Municipal Aid for Asphalt In Place and Pick-Up by City trucks.

ADOPTED on this 19th day of March, 2018.

ATTEST:

BID TABULATION

MADISONVILLE MUNICIPAL AID PAVING

MADISONVILLE, KENTUCKY

BID OPENING: THURSDAY MARCH 8, 2018, 10:30 A.M. CENTRAL TIME**Bid A Asphalt In-Place - Per Ton**

Item Description		Scotty's Contracting & Stone Bowling Green, KY	Road Builders, LLC Greenville, KY	Rogers Group Hopkinsville, KY
1	Bituminous Surface	\$58.85	\$65.00	<i>No Bid</i>
2	Bituminous Binder	\$58.71	\$63.00	<i>No Bid</i>
3	Bituminous Base	\$56.81	\$61.00	<i>No Bid</i>
4	Dense Graded Aggregate	\$20.04	\$24.00	<i>No Bid</i>

Bid B Asphalt - Pick Up - Per Ton

Item Description		Scotty's Contracting & Stone Bowling Green, KY	Road Builders, LLC Greenville, KY	Rogers Group Hopkinsville, KY
1	Bituminous Surface	\$58.00	\$57.00	<i>No Bid</i>
2	Bituminous Binder	\$53.70	\$57.00	<i>No Bid</i>
3	Bituminous Base	\$53.70	\$57.00	<i>No Bid</i>
4	Dense Graded Aggregate	\$10.45	\$13.85	<i>No Bid</i>



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

SCHEDULED

ITEM FOR DISCUSSION (ID # 1398)

Meeting: 03/19/18 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1398

12.C.1

Request to bid for Playground at Mahr Park



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

SCHEDULED

ITEM FOR DISCUSSION (ID # 1399)

Meeting: 03/19/18 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1399

12.C.2

Request to participate in the KACo Reverse Auction Salt Bid

Requesting Council to approve the City's participation in the Kentucky Association of Counties Reverse Auction Road Salt Bid and authorize advertisement. This bid process is a procurement method where competing suppliers reduce the price at which they are willing to sell their goods or services by submitting successively lower bids online via the internet.
Bid dates are from May 9th through 11th



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

SCHEDULED

ITEM FOR DISCUSSION (ID # 1400)

Meeting: 03/19/18 04:30 PM
Department: City Clerk Department
Category: Surplus
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1400

12.C.3

Request to Surplus Equipment for Electric Department

Holding for disposition

Co. Id. #	Mfg	Serial #	KVA	High Voltage	Low Voltage	Imp	Oil	Wt.	Pol	PPM	TAP	MFG DATE	Comments
1572001224	WEST	81A264708	15	7200/12470Y	120/240	2.7	8	112	+	<1	1		HOLD F/DISPOSITION--SINGLE BUSH
572001224	JER	102187-2	5	7200/12470Y	120/240	1.8	5	230	+	2	2		2 PPM
2572001224	DS	N11103	25	7200/12470Y	120/240	2.2	12	400	+	<1	3		SINGLE BUSHING
2572001224	SOL	B1781	25	7200/12470Y	120/240	2.41	12	400	+	<1	4		BAD ELECTRIC
1072001224	DY	93294	10	7200/12470Y	120/240	1.5	5	280	+	<1	5		Broken primary PORCELYN
1024721224		75AK10330	10	2400X7200	120/240				+	15	6		15 PPM
2572001224	AC	4794634	25	7200/12470Y	120/240	1.5	11.5	400	+	10	7		10 PPM
2524721224	SOL	B3437	25	2400X7200	120/240	2.41	12	400	+	<1	8		BAD ELECTRIC
1524721224	JIM	89B1042	15	2400X7200	120/240	2.2	8	312	+	21	9		21 PPM
2572001224	ABB	02A350153	25	7200/12470Y	120/240	2.2			+	<1	10		DRAINED OF OIL
10072001224	SOL	D6676	100	7200/12470Y	120/240	1.69			+	<1	11		DRAINED OF OIL
5072001224	JER	12485-3	50	7200/12470Y	120/240	1.7			+	<1	12		BAD ELECTRIC
5024721224	WEST	80A410510	50	2400X7200	120/240	2.5		760	+	<1	13		DRAINED OF OIL
1024721224	GE	K716163Y72AA	10	2400X7200	120/240	1.7	5	240	+	<1	14		BENT HANGERS
1072001224	WEST	66AJ8194	10	7200/12470Y	120/240	1.5		280	+	<1	15		DRAINED OF OIL
25024721224	HI	49893-2777	250	2400X7200	120/240	2.6		2030	+	<1	16		DRAINED OF OIL
25024721224	HI	49895-2777	250	2400X7200	120/240	2.6		2030	+	<1	17		DRAINED OF OIL
25024721224	HI	49892-2777	250	2400X7200	120/240	2.6		2030	+	<1	18		DRAINED OF OIL
1024721224	ME	72ZC042005	10	2400X7200	120/240	1.7	8	280	+	<1	19		BAD ELECTRIC
1072001224	AC	3072556	10	7200/12470Y	120/240	2.4	8	280	+	<1	20		BAD ELECTRIC
1524721224	DS	L64234	15	2400X7200	120/240	2.4		322	+	<1	21		DRAINED OF OIL
5024721224	KU	KU4006309405	50	2400X7200	120/240	2.4	35.3	640	+	<1	22		BAD ELECTRIC
1072001224	GE	J570828Y70	10	7200/12470Y	120/240	1.6		217	+	<1	23		DRAINED OF OIL
2572002448	GE	M653122YKPA	25	7200/12470Y	240/480	1.86	12	345	+	2	24		2 PPM
2572002448	GE	G739764-67K	25	7200/12470Y	240/480	1.90	12	395	+	2	25		2 PPM
2524721224	SOL	B3401	25	2400X7200	120/240	2.41	12	400	+	1	26		1 PPM
2524721224	SOL	B3406	25	2400X7200	120/240	2.41	12	400	+	1	27		1 PPM
2572001224	GE	M723356YBRA	25	7200/12470Y	120/240	2.43	12	323	+	<1	28		SINGLE BUSHING
2572001224	SOL	UNKNOWN 1	25	7200/12470Y	120/240					<1	29		NO NAME PLATE
5072001224	SOL	A8045	50	7200/12470Y	120/240		28	600	+	<1	30		BAD PRIMARY, BROKEN PR VAL
1072001224	AC	4480196	10	7200/12470Y	120/240	1.7	7	280	+	2.1	31		2.1 PPM
2572001224	AC	4158779	25	7200/12470Y	120/240	1.5	13	550	+	<1	32		LEAKING PRIMARY
1072001224		4625027	10	7200/12470Y	120/240	1.7	280	6	+	<1	33		BENT HANGERS
2572001224	ME	78NJ102-035	25	7200/12470Y	120/240	2.3	368	12	+	<1	34		SINGLE BUSHING
1572001224	WEST	65AD1375	15	7200/12470Y	120/240	1.5	320	8	+	<1	35		BAD ELECTRIC
200072002748PM	PAW	99H100099	2000	7200/12470Y	277/480	5.75	1070 6	323		<1	36		LEAKING

Attachment: surplus equipment (1400 : Request to Surplus Equipment for Electric Department)



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

SCHEDULED

ITEM FOR DISCUSSION (ID # 1405)

Meeting: 03/19/18 04:30 PM
Department: City Clerk Department
Category: Grant
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1405

12.C.4

Approval to apply for Pride Recycling Grant

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: REAPPOINTMENT OF PHIL TERRY TO THE CITY OF MADISONVILLE BOARD OF ETHICS

IT SHALL BE AND HEREBY IS ORDERED BY THE CITY COUNCIL OF THE CITY OF MADISONVILLE, KENTUCY AS FOLLOWS:

1. That Phil Terry is reappointed to the City of Madisonville Board of Ethics;
2. That the term of Phil Terry shall be for three (3) years and ending May 17, 2020.
3. That Phil Terry shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
4. That this order shall become effective March 19, 2018.

This the 19th of March, 2018.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: REAPPOINTMENT OF SUZANNE WILSON TO THE TREE BOARD

IT SHALL BE AND HEREBY IS ORDERED BY THE CITY COUNCIL OF THE CITY OF MADISONVILLE, KENTUCY AS FOLLOWS:

1. That Suzanne Wilson shall be, and is, appointed to the Tree Board;
2. That the term of Suzanne Wilson shall be for three (3) years and ending March 19, 2020.
3. That Suzanne Wilson shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
4. That this order shall become effective March 19, 2018.

This the 19th of March, 2018.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: REAPPOINTMENT OF DEBBY ALLEN TO THE TREE BOARD

IT SHALL BE AND HEREBY IS ORDERED BY THE CITY COUNCIL OF THE CITY OF MADISONVILLE, KENTUCY AS FOLLOWS:

1. That Debby Allen shall be, and is, appointed to the Tree Board;
2. That the term of Debby Allen shall be for three (3) years and ending April 1, 2021.
3. That Debby Allen shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
4. That this order shall become effective March 19, 2018.

This the 19th of March, 2018.

ATTEST:

Longevity Pins

5 years: Water Department – Jessie Martin

**10 years: Fire Department – Eric Wagoner & Michael Fincham
Wastewater Treatment – Carl Hancock**

**15 years: Park Department – Eric Lee
City Engineer – Bill Jackson**

20 years: Wastewater Treatment – Janet Sivells

45 years: Sanitation Department – Herman Jones