



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

June 18, 2018 at 4:30 PM

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION BY KEVIN FOX**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
 - A. City Council - Regular Meeting - Jun 4, 2018 4:30 PM
- 6. DEPARTMENT REPORTS**
 - A. Fire Department Report
 - B. Police Department Report
 - C. Zoning Report
- 7. COUNCIL COMMITTEE REPORTS**
- 8. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills & Payroll
- 9. EXECUTIVE ORDERS**
 - A. AN EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF KATHY PEYTON TO THE HOPKINS COUNTY BOARD OF PROPERTY TAX APPEALS
- 10. NEW BUSINESS**
 - A. First Reading Ordinances**
 - A. AN ORDINANCE AMENDING THE CITY OF MADISONVILLE ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2017 THROUGH JUNE 30, 2018, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT
 - B. Item for Discussion**
 1. Permission to bid Mahr Park Phase II Playground & Dog Park Project

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

C. Resolutions

- A. Accept Bid for Splash Deck at Madisonville City Park
- B. Accept Bid for HVAC at Madisonville Fire Department Station #1
- C. Approval of funds and authorize Mayor David W. Jackson to sign agreement to Commonwealth of Kentucky, Transportation Cabinet relating to the construction and/or extension of Midtown Commons Drive
- D. Approve funds for Madisonville Community Development Corporation

11. AWARDS AND RECOGNITIONS

- A. Longevity Pins

12. CITIZENS COMMENTS

13. ADJOURNMENT

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

June 4, 2018 at 4:30 PM

MINUTES

1. **CALL TO ORDER BY MAYOR DAVID W. JACKSON**
2. **PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID W. JACKSON**
3. **INVOCATION BY KRIS GOODMAN**
4. **ROLL CALL**

Attendee Name	Title	Status	Arrived
David W. Jackson	Mayor	Present	
Mark Lee	Ward 1	Present	
Barry McGaw	Ward 4	Present	
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: Frank Stevenson, Ward 5
SECONDER: Mark Lee, Ward 1
AYES: Lee, McGaw, Stevenson, Townsend, Johnson, Space

A. City Council - Regular Meeting - May 21, 2018 4:30 PM

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills & Payroll

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

7. **COUNCIL COMMITTEE REPORTS: TOURISM ADVISORY BOARD REPORT**

A. Motion to approve the sum of \$70,000.00 to Hopkins County Fair for the 2018 Fair

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

B. Motion to approve the sum of \$28,000.00 to Eric Logan for the Dust Bowl and concert

RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Townsend, Ward 3
SECONDER: Mark Lee, Ward 1
AYES: Lee, McGaw, Stevenson, Townsend, Johnson, Space

8. OLD BUSINESS

A. *Second Reading Ordinances*

A. AN ORDINANCE ADOPTING THE CITY OF MADISONVILLE, KENTUCKY ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2018 THROUGH JUNE 30, 2019, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT

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

9. NEW BUSINESS

A. *Executive Orders*

A. EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF BILL RUDD TO HOUSING AUTHORITY BOARD
 B. EXECUTIVE ORDER RELATING TO THE RE-APPOINTMENTS OF ANDY BACHMAN AND MICHAEL HOWARD TO THE AIRPORT BOARD

B. *Item for Discussion*

A. Permission to Bid for Elevator Contract

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

B. **Reject bids for the HVAC at Fire Department Station 1 and Permission to Rebid**

Bid opening was on June 4, 2018 at 10:00 a.m. and only one bid was received. The bid was in the amount of \$210,062.00. This bid was higher than the amount that the Fire Department has budgeted.

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bobby Johnson, Ward 6
SECONDER:	Adam Townsend, Ward 3
AYES:	Lee, McGaw, Stevenson, Townsend, Johnson, Space

10. AWARDS & RECOGNITIONS

A. Proclamation: Relay for Life

11. ADJOURNMENT

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

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

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Madisonville Fire Dept.

Madisonville, KY



6.A

Incident Statistics for May 2018

Start Date: 05/01/2018 | End Date: 05/31/2018

INCIDENT COUNT		
INCIDENT TYPE		# INCIDENTS
EMS		112
FIRE		34
TOTAL		146
MAY LOSSES		YTD LOSSES
\$13,933.00		
CO CHECKS		
736 - CO detector activation due to malfunction		2
TOTAL		2
MUTUAL AID		
Aid Type		Total
Aid Given		1
OVERLAPPING CALLS		
# OVERLAPPING		% OVERLAPPING
35		23.97
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station #1	0:04:40	0:05:33
Station #2	0:04:12	0:06:00
Station #3	0:04:13	0:04:06
Station #4	0:04:13	0:03:30
AVERAGE FOR ALL CALLS		0:04:29
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station #1	0:01:20	0:01:53
Station #2	0:01:00	0:00:00
Station #3	0:00:57	0:01:48
Station #4	0:01:18	0:01:00
AVERAGE FOR ALL CALLS		0:01:15
AGENCY		AVERAGE TIME ON SCENE (MM:SS)
Madisonville Fire Dept.		21:35

Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

Madisonville, KY



6.A

Training Hours for May 2018

Training Code(s): All Training Codes | Start Date: 05/01/2018 | End Date: 05/31/2018

Total Training Hours By Code		
Total Hours for Training Code: Administration & Organization A0000		14:00
Total Hours for Training Code: Aerial Operations Training HH0000		36:00
Total Hours for Training Code: Building Construction Training V0000		51:00
Total Hours for Training Code: Chief Fire Officer Training AA0003		49:00
Total Hours for Training Code: Communications C0000		6:00
Total Hours for Training Code: Drivers Training(General) CC0000		24:30
Total Hours for Training Code: Emergency Disaster Training X0000		19:30
Total Hours for Training Code: EMT - Basic P0004		8:00
Total Hours for Training Code: Fire Behavior D0000		18:30
Total Hours for Training Code: Fire Control M0000		3:00
Total Hours for Training Code: Fire Officer 1 Training AA0001		10:30
Total Hours for Training Code: Fire Officers Training (General) AA0000		20:00
Total Hours for Training Code: Fire Prevention Training U0000		48:00
Total Hours for Training Code: Hazardous Materials Refresher Training T0004		557:30
Total Hours for Training Code: Hazardous Materials Training (General) T0000		18:00
Total Hours for Training Code: Hose, Nozzles, Appliances K0000		3:00
Total Hours for Training Code: Ladders J0000		29:00
Total Hours for Training Code: Pre-Planning & Inspections Training DD0003		21:00
Total Hours for Training Code: Pump Operations Training Z0000		14:00
Total Hours for Training Code: Rescue Training Q0000		17:00
Total Hours for Training Code: Rope Rescue Q0007		240:00
Total Hours for Training Code: Safety Training B0000		61:30
Total Hours for Training Code: Special Topics in Fire / Rescue II0000		37:00
Total Hours for Training Code: Trauma Emergencies P0011		84:00
Total Hours for Training Code: Victim Search & Rescue O0000		45:00
Total Hours for Training Code: Water Rescue Q0005		222:00
Totals for all selected Training Codes 5/1/2018 - 5/31/2018		58 personnel 1657:00

Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

Madisonville, KY



Inspection Result for May 2018

InspectionType: All Types | Start Date: 05/01/2018 | End Date: 05/31/2018

OCCUPANCY	DATE	INSPECTOR	INSP. RESULTS	NOTES
Inspection Type: Annual				
Madisonville Beauty College	05/08/2018	Phillips, Michael	Correction Notice Issued	Will check back in 30 days
Law Office of Mark Little	05/08/2018	Phillips, Michael	Correction Notice Issued	Electrical panel was closed. All other violations remain. Will check back in 30 days
Doug Ramey Law Office	05/08/2018	Phillips, Michael	Correction Notice Issued	Will check back in 30 days
Workout Anytime	05/08/2018	Phillips, Michael	Passed with Comments	All Corrections were made
Happy's Equipment	05/08/2018	Phillips, Michael	Correction Notice Issued	Will check back in 30 days
Happy's of Madisonville	05/08/2018	Phillips, Michael	Passed with Comments	
Huck's #364	05/09/2018	Phillips, Michael	Passed with Comments	Corrections were made.
Custom Audio	05/09/2018	Phillips, Michael	Correction Notice Issued	Will check back in 30 days
I wash Coin Laundry	05/09/2018	Phillips, Michael	Passed	
Darla's Hair Studio	05/10/2018	Phillips, Michael	Correction Notice Issued	Will check back in 30 days
Kolb's Kabooms	05/24/2018	Phillips, Michael	Passed with Comments	
Spectrum	05/25/2018	Phillips, Michael	Passed	
NU Look Cleaners	05/31/2018	Phillips, Michael	Passed with Comments	Corrections made. Compliant.
R&D Electric	05/31/2018	Phillips, Michael	Correction Notice Issued	Will check back in 30 days
UPS	05/31/2018	Phillips, Michael	Passed	Compliant
Ideal Corporate	05/31/2018	Phillips, Michael	Passed with Comments	All corrections made
Harrah's Hoses and Hydraulics	05/31/2018	Phillips, Michael	Passed	
A-Plus Auto	05/31/2018	Phillips, Michael		

Total # Inspections for: Annual: 18

Inspection Type: Reinspection				
Main Street Prayer Center	05/08/2018	Phillips, Michael	Correction Notice Issued	Will check back in 30 days

Total # Inspections for: Reinspection: 1

TOTAL # INSPECTIONS: 19

Madisonville Fire Dept.

Madisonville, KY



Permits Issued May 2018 Total 6

Permit Type(s): All Permit Types | Start Date: 05/01/2018 | End Date: 05/31/2018

Permit #	Issue Date	Address	Permit Type	Date Expires	Notes
208572	5/3/2018 3:46:41 PM	1017 Tucker Schoolhouse Madisonville, KY 42431	Burn Permit	5/20/2018 11:11:11 AM	
208296	5/5/2018 11:11:11 AM	125 Hickory DR Madisonville, KY 42431	Burn Permit	6/5/2018 11:11:11 AM	
212116	5/23/2018 11:11:11 AM	5112 Rosemont DR Madisonville, KY 42431	Burn Permit	5/31/2018 11:11:11 AM	
208792	5/4/2018 1:35:21 PM	642 Nebo RD Madisonville, KY 42431	Burn Permit	6/4/2018 11:11:11 AM	
213420	5/30/2018 2:24:15 PM	856 Legion DR Madisonville, KY 42431	Burn Permit	6/2/2018 11:11:11 AM	Ceremonial National Flag Disposal
213666	5/31/2018 4:26:22 PM	950 Brown RD Madisonville, KY 42431	Burn Permit	6/30/2018 11:11:11 AM	

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All permits for date range and permit type included. Report date range based on issue date.

emergencyreporting.com

Doc Id: 1612

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Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

Madisonville, KY



Pre-Fire Plans for May 2018 Total 60

Occupancy Action(s): All Occupancy Actions | Start Date: 05/01/2018 | End Date: 05/31/2018

NAME	ADDRESS	DATE	DESCRIPTION
The Learning Center	552 E Center ST	04/26/2018	Pre Plan A shift
Studio One Massage	50 Pritchett AVE #3	04/30/2018	Update. A-shift 4/30/2018. A. Calvert
Oasis Southwest Grill	540 Powell DR	04/30/2018	Pre-plan update A-Shift Lt. S. Rigney
Mobile Psychology	1840 Lantaff BLVD #Suite 100	04/30/2018	Pre-plan update A-Shift Lt. S. Rigney
Kentucky Transportation Cabinet	1840 N Main ST	04/30/2018	Update. A-shift 4/30/2018. A. Calvert
Griffins EZ Ride	3277 Hanson RD	04/30/2018	Update A-shift 4/30/2018. A. Calvert
Flax & Wool	13 Sugg ST	04/30/2018	Pre-Plan update
Edward Jones	235 Madison Square DR	04/30/2018	Pre-planned 4/30/2018 A-Shift M. Browning
Doe Run Apartments	914 N Kentucky AVE	04/30/2018	Pre-Plan Update A-Shift C. Chilcutt
Dominos Pizza	304 South Main ST	04/30/2018	Pre-planned 4/30/2018 A-Shift M. Browning
Dairy Queen	839 S Main ST	04/30/2018	Preplanned 4/30/2018 A-Shift M. Browning
Cricket Wireless	530 Island Ford RD	04/30/2018	Pre-plan update A-Shift Lt. S. Rigney
Alotta Dog	17 E Center ST	04/30/2018	Initial Pre-Plan
American Legion Post 6	856 Legion DR	04/30/2018	Pre-plan update. A-Shift M. Browning
Animal Medical Center	1100 Island Ford RD	04/30/2018	Pre-plan update A-Shift Lt. S. Rigney
.45-70 LLC	18 Sugg ST	05/09/2018	Preplan update A-Shift Capt. Darin Stanley
Ahlstrom East	1295 Briarwood DR	05/02/2018	Performed pre-plan update and updated information in Emergency Reporting. C-Shift, Lt. J. Mayfield
Alexander Toney and Co.	28 Court ST	05/01/2018	Updated by B-Shift Lt. Scott
Alicia's Play Learn and Grow	225 Union ST	05/01/2018	New Preplan. B-Shift. Capt. A. Smith
All-In-One	875 Hanson ST	05/01/2018	Preplan update B Shift Engineer Lovan
Allstate Insurance	614 E Arch ST	05/01/2018	Updated by B-Shift Lt. Scott
Allure Hair Salon	1150 Thornberry DR	05/01/2018	Preplan update B shift, Lt. B. Boyd
Amanda's (Formerly)	28 Sugg ST	05/02/2018	Completed pre-plan update of building. WWS
Baldwin Dental Group	32 E Broadway ST	05/02/2018	Pre-plan. C-Shift Eng. W. Cummings
Baymont Inn & Suites	1891 Lantaff BLVD	05/01/2018	Preplan Update B shift, Lt. B. Boyd
Belle & Wayne's Baby Boutique	11 Sugg ST	05/01/2018	Preplan Update. B-Shift. Capt. A. Smith
Big City Market	21,23,25 Sugg ST	05/01/2018	Preplan Update. B-Shift. Capt. A. Smith
Brickhouse Spa & Boutique	29 S Harrig ST	05/01/2018	Pre-planned by B shift, Lt. Fincham
COLE & DURHAM Professional Building	145 E Center ST	05/01/2018	Lt. K. Sublett B-Shift Preplan Update
East West Karate	3435 Hanson RD	05/07/2018	Preplan. A-Shift. Lt. A. Buskov
Elliot Mortuary	215 E North ST	05/02/2018	Pre plan walk through. Lt. R. Faulk, C-Shift
F5 Carwash	542 Island Ford RD	05/01/2018	Preplan update B shift Lt. B. Boyd
Fazoli's	132 Ruby DR	05/02/2018	Preplan update, C-Shift, Capt. B. Myers
Ferrell's Snappy Service	112 N Main ST	05/02/2018	Pre-plan update. C-Shift Eng. W. Cummings
First Cumberland Presbyterian Church	1540 Anton Road	05/13/2018	Pre-Plan Completed. G.D.
Godfather's Pizza	455 Madison Square DR	05/02/2018	Preplan Update, C-Shift, Capt. B. Myers
Hoard Custom Sign	640 E Center ST	05/01/2018	Preplan updated by B shift, Lt. Fincham
Homestead	384 Thompson AVE	05/22/2018	Perfromed pre-incident survey and entered information into Emergency Reporting. C-Shift, Lt. J.
Hopkins County Extensions Agents	75 Cornwall DR	05/01/2018	Preplanned B shift, Lt. B. Boyd
Hopkins County Stone	949 W Noel AVE	05/02/2018	Performed preplan and entered information into Emergency Reporting. C-Shift, Lt. J. Mayfield
Hunt and Greene Attorneys at Law	123 E Center ST	05/01/2018	Updated Pre-plan by B shift, Lt. Fincham
Interstate Hydraulic Industry	108 W Arch ST	05/01/2018	Updated by B-Shift Lt. Scott
Irving Material (IMI)	2400 N Main ST	05/01/2018	Lt. K. Sublett B-Shift Preplan Update
Kolb's Kabooms	782 E Center Building A	05/02/2018	Pre-Plan update. G.D.
Main Street Mini Storage	945 S Main ST	05/01/2018	Updated pre-plan by B shift, Lt. Fincham

Communication: Fire Department Report (Department Reports)

Pre-Fire Plan for May 2018 Continued

Old National Bank	501 Hospital DR	05/02/2018	Updated by Lt. R. Faulk, C-Shift.
Pampered Pets	2720 B N Main ST	05/01/2018	Lt. K. Sublett B-Shift Preplan Update
Pennyrile Animal Clinic	2450 N Main ST	05/02/2018	Pre-plan update. C-Shift Eng. W. Cummings
Profile Systems Design Group	47 W North ST	05/22/2018	Pre plan by Lt. R. Faulk, C-Shift
Quality Quick #2	1020 S Main ST	05/02/2018	Updated Pre-plan. G.D.
Renfro's Lakes and Ponds	4410 Hanson RD	05/07/2018	Preplan. A-Shift. Lt. A. Buskov
Rexel Electric	347 Thompson AVE	05/02/2018	Performed preplan update and updated necessary information in Emergency Reporting. C-Shift, Lt. J.
Salon 85	2224 Anton RD	05/01/2018	Update Preplan. B-Shift. Capt. A. Smith
Taco Bell	21 Madison Square DR	05/02/2018	Preplan Update, C-Shift, Capt. B. Myers
TC Motoring Company	18 N Scott ST	05/01/2018	New Preplan by B-Shift Lt. Scott
Todd's Furniture	181 W Center ST	05/02/2018	Pre-plan update. C-Shift Eng. W. Cummings
Tri State Bearing	1115 Island Ford RD	05/02/2018	C Shift, Pre plan up date by Lt. R. Faulk
Tumbleweed	401 Madison Square DR	05/02/2018	Preplan Update, C-Shift, Capt. B. Myers
Word of Faith Church	1400 Kingsway DR	05/07/2018	New Preplan. A-Shift. Lt. A. Buskov

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Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

Madisonville, KY



Events for May 2018

Start Date: 05/01/2018 | End Date: 05/31/2018

DATE	EVENT TYPE	EVENT	LOCATION	NARRATIVE
Car Seat Inspections		Total 2		
05/09/2018	Car Seat Inspections - Car Seat Inspection	Car Seat inspection event at Station 1	Station 1	
05/10/2018	Car Seat Inspections - Car Seat Inspection	Car Seat Event at Station 1	Station 1	Two hour car seat event for retraining purposes.
Public Relations/ Education		Total 9		
05/03/2018	Public Relations/ Education - Fire Prevention Programs (Trailer, Education, Presentation, ...)	Grapevine Preschool end of year party	Grapevine Elementary School	
05/07/2018	Public Relations/ Education - Fire Prevention Programs (Trailer, Education, Presentation, ...)	Lakeside preschool	Edgewood Drive	
05/12/2018	Public Relations/ Education - PR Presence (Honor Guard, Parade, Fundraiser, PR Presence, ...)	PRP Picnic	Mahr Park	
05/12/2018	Public Relations/ Education - Fire Prevention Programs (Trailer, Education, Presentation, ...)	Salvation Army	McCoy Ave	
05/14/2018	Public Relations/ Education - Fire Prevention Programs (Trailer, Education, Presentation, ...)	Hanson Firefighter Kids Challenge	Hanson Elementary School	Baja 5k winners Hanson Firefighter Kids Challenge. LT Boyd & Lt Mayfield assisted.
05/14/2018	Public Relations/ Education - Station Tour	Earlington School Kindergarten visit Station	Station 1	
05/18/2018	Public Relations/ Education - Safety Standby (Any event needing FD or EMT for safety)	Friday Night Live at City Park	Madisonville City Park	
05/19/2018	Public Relations/ Education - PR Presence (Honor Guard, Parade, Fundraiser, PR Presence, ...)	Unknown	Old Courthouse	Was asked to fill a dunking booth at the old court house.
05/25/2018	Public Relations/ Education - PR Presence (Honor Guard, Parade, Fundraiser, PR Presence, ...)	Veterans Memorial Wreath Ceremony.	Veterans Memorial Park	

Communication: Fire Department Report (Department Reports)

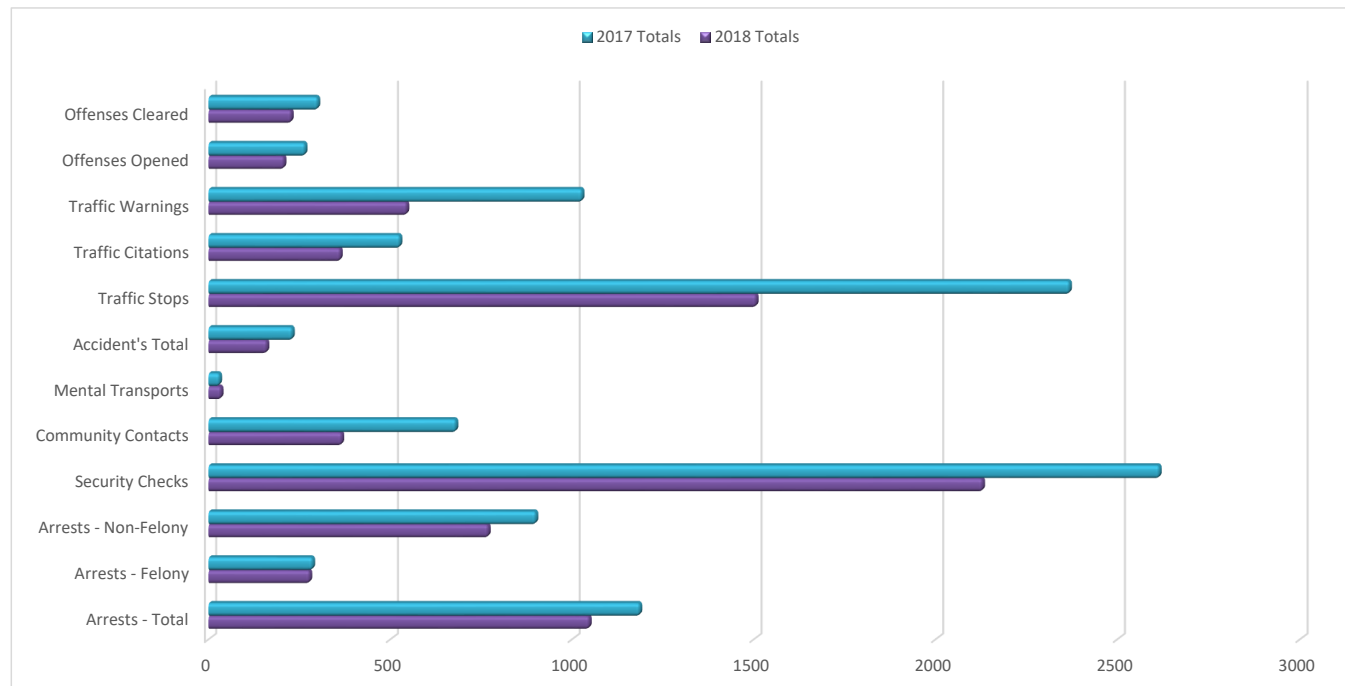


Madisonville Police Department Council Report June 18th, 2018



6.B

Type	Mar-18	Apr-18	May-18	2018 Totals	2017 Totals	Man Hours	Mar-18	Apr-18	May-18	Totals
Calls - Total Responses	4719	4304	4534	13557	17160	Regular Hours	7075	6762	6975	20812
Arrests - Total	350	392	305	1047	1186	Over Time Hours	998.8	804	805.5	2608.3
Arrests - Felony	80	114	84	278	286	Vacation Hours	164	176	300	640
Arrests - Non-Felony	270	278	221	769	900	Sick Hours	112	263.25	144	519.25
Security Checks	835	764	530	2129	2615	Training Hours	572	689.25	300	1561.25
Community Contacts	138	114	114	366	680	Community VT Programs	36		5	41
Mental Transports	16	7	11	34	30	Volunteer Hours	48	20	14	82
Accident's Total	42	54	64	160	230	Crime Stopper Tips	24	19	26	69
Traffic Stops	532	495	479	1506	2368	Crime Stopper Arrests	2	27	13	42
Traffic Citations	97	111	154	362	526	Special Events: Doug Willett Concert, Elementary School Tours of the PD, Dunking Booth for Drug Court Volunteer events: Doug Willett Concert, Dunking Booth for Drug Court				
Traffic Warnings	225	182	138	545	1027					
Offenses Opened	64	77	66	207	265					
Offenses Cleared	61	86	80	227	300					
Stolen/Lost Property Value	\$ 8,498.03	\$ 26,356.45	\$ 5,082.00	\$39,936.48	\$ 57,608.04					



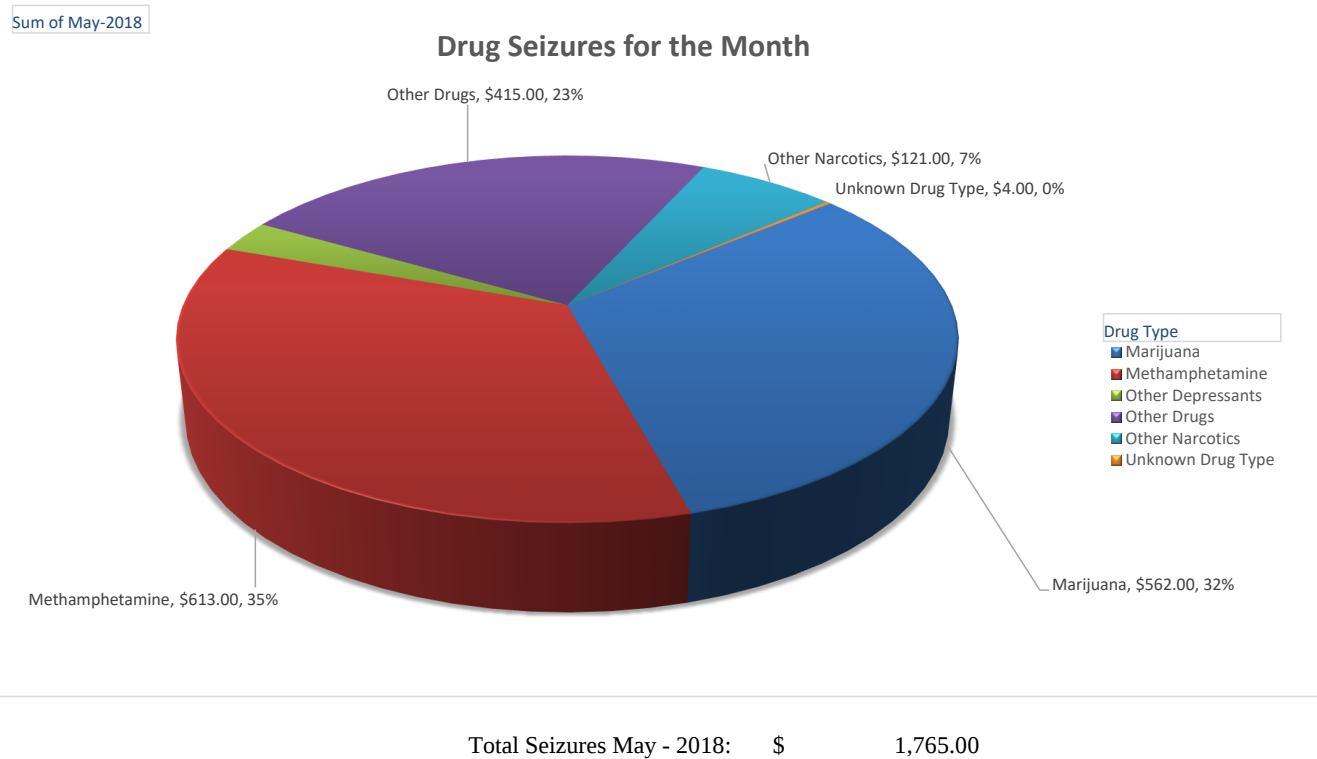
Communication: Police Department Report (Department Reports)



Madisonville Police Department Council Report June 18th, 2018



6.B



Communication: Police Department Report (Department Reports)

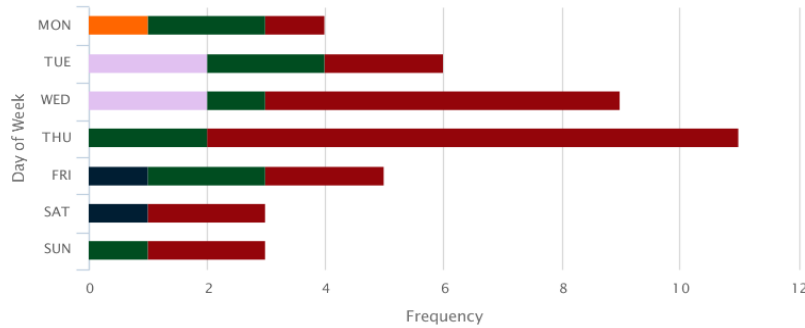


Madisonville Police Department Council Report June 18th, 2018

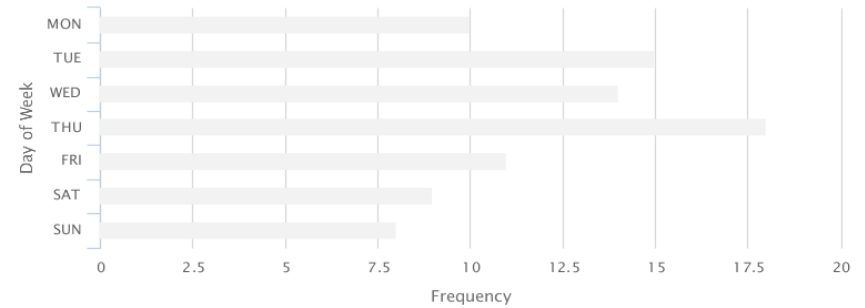


6.B

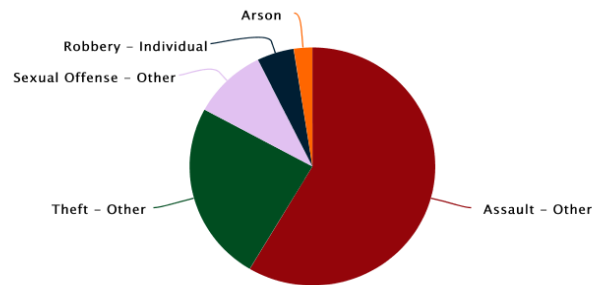
Part 1 Crimes by Day of Week



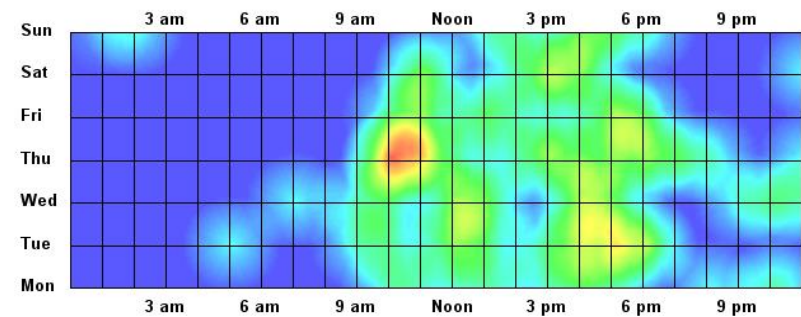
Traffic Accidents by Day of Week



Part 1 Crimes



Traffic Accident Highest Times



Communication: Police Department Report (Department Reports)

A map of downtown Madisonville, Kentucky, showing streets, landmarks, and police station locations. The map includes the following labels and features:

- Streets:** N Main St, S Main St, N Kentucky Ave, S Kentucky Ave, N Scott St, S Scott St, N Franklin St, S Franklin St, N Arch St, S Arch St, N Center St, S Center St, N Branch St, S Branch St, N Hewlett St, S Hewlett St, N Sugg St, S Sugg St, N Dempsey St, S Dempsey St, N Bishop Alley, S Bishop Alley, N Court St, S Court St, N Lamb St, S Lamb St, N E Arch St, S E Arch St, N E Center St, S E Center St, N E Sugg St, S E Sugg St.
- Landmarks:** St Mary's Episcopal Church, Hopkins County Government Center, Hopkins County Clerk Office, Hopkins County Circuit Clerk, First United Methodist Church, Workout Anytime Madisonville.
- Police Stations:** Three red star icons indicating police station locations. One is located near the intersection of N Main St and S Main St. Two are located near the intersection of N Main St and S Main St.
- Highways:** 41, 262, 70.
- Other Features:** A green star icon, a blue star icon, and a blue star icon with a white outline.

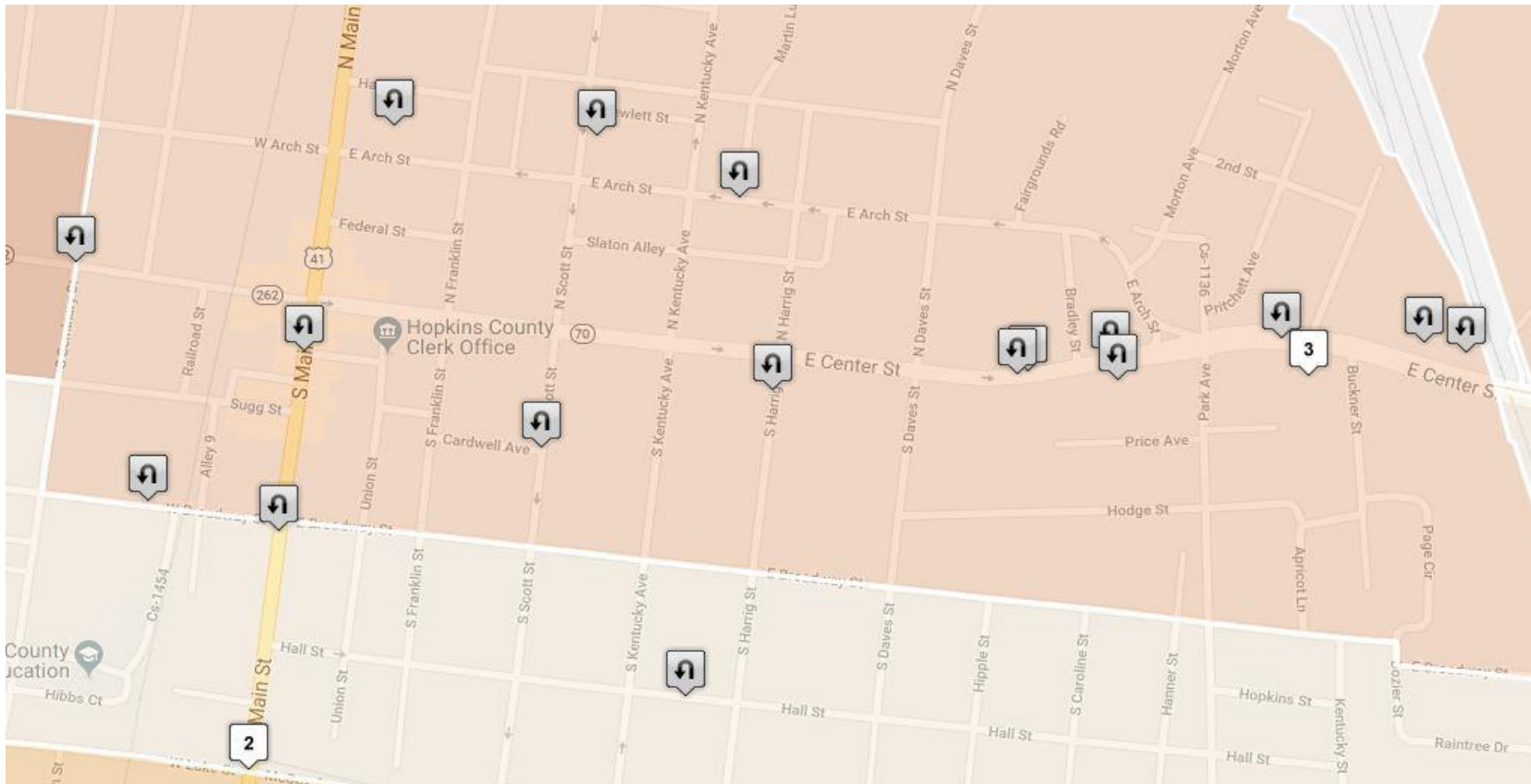


Madisonville Police Department Council Report June 18th, 2018



6.B

Traffic Accidents Highest Density



Communication: Police Department Report (Department Reports)



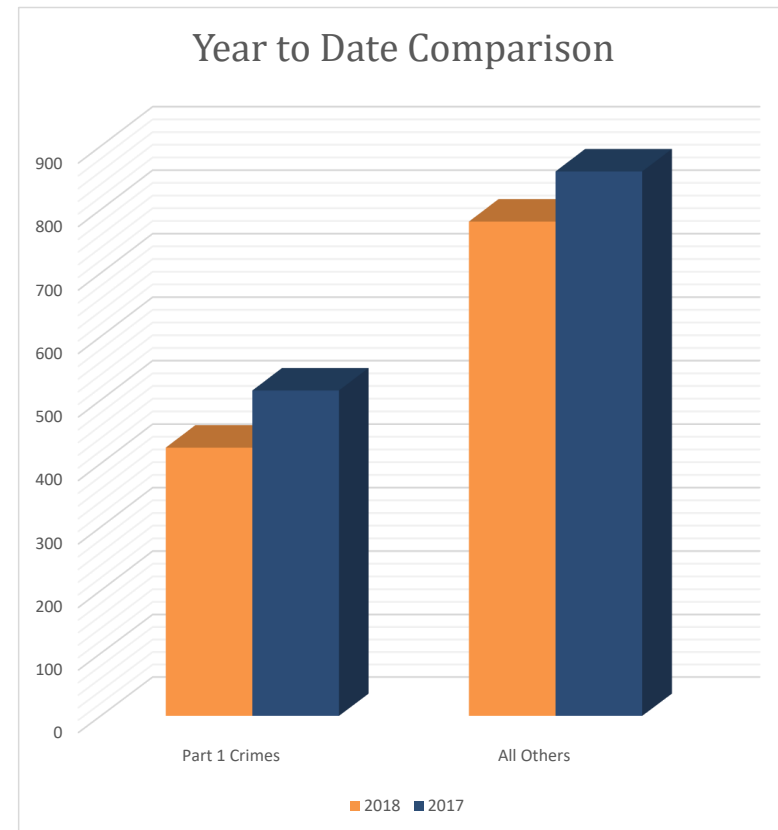
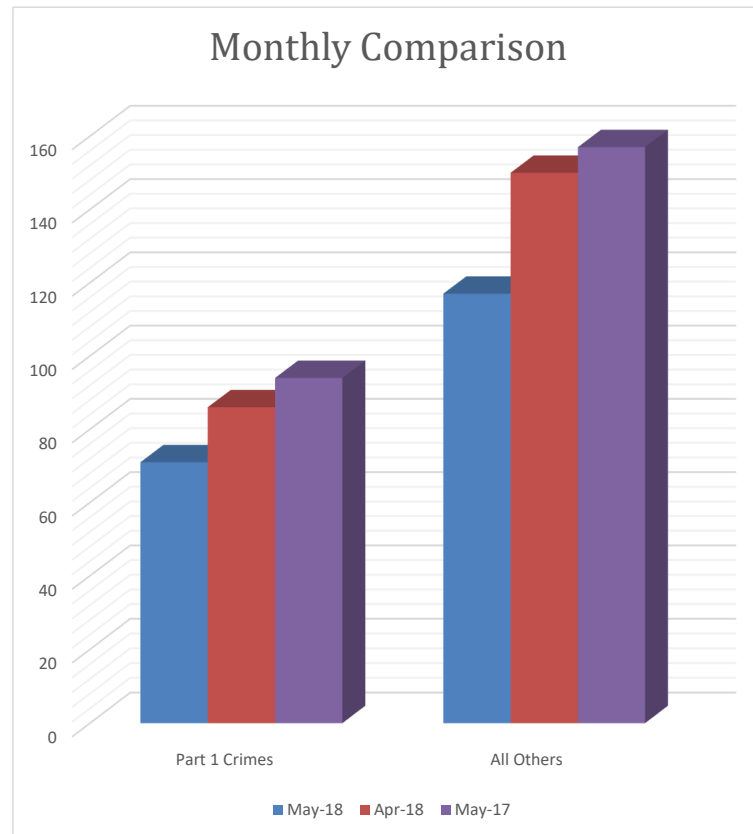
Madisonville Police Department Council Report June 18th, 2018



6.B

Crime Statistics Comparison

	May-18	Apr-18	Difference	May-17	Difference	Calender Year to Date		
Part 1 Crimes	71	86	-17%	94	-24%	2018	2017	Difference
All Others	117	150	-22%	157	-25%	425	515	-17%
						781	860	-9%



ZONING & PERMIT OFFICE

MONTHLY ACTIVITY REPORT

MAY 2018

BUILDING PERMITS	CONSTRUCTION COST	# PERMITS ISSUED	FEES COLLECTED
Type of Construction			
New Residential/SFD	\$410,000	2	\$687
Duplex	\$0	0	\$0
Multi-Family	\$0	0	\$0
Residential Addition	\$22,700	3	\$208
Residential Accessory	\$140,500	8	\$780
Residential Alteration	\$0	0	\$0
New Commercial	\$0	0	\$0
Commercial Addition	\$0	0	\$0
Commercial Accessory	\$1,500	1	\$250
Commercial Alteration	\$81,000	2	\$750
New Industrial	\$0	0	\$0
Industrial Addition	\$0	0	\$0
	\$0	0	\$0
Industrial Alteration	\$0	0	\$0
Other	\$0	0	\$0
TOTAL BUILDING PERMITS	\$655,700	16	\$2,675

SIGN PERMITS (Total)		2	\$50
Name	Location		
TaShawnta Lynn/Suspended Sign	11 Sugg St		
Chasity Marsh/31:25 Boutique/Sign	111 South Main St		

DEMOLITION PERMITS (Total)		0	\$0
Name	Location		

GRADING & PAVING PERMITS (Total)		2	\$50
Name	Location		
Christian Assembly/Downey Prof./Church	3600 Hanson Rd		
Calumet Enterprises/Warehouse	200 Commerce Dr		

HVAC PERMITS (Total)		5	\$690
Name	Location		
Darrell Hawkins/SFD	2620 Club Court		
Bruce Vaughn/Vaughn Heating & Air/SFD	1898 Wildwood Dr		
Johnny Miller/Hopkins Co.Heat & Air/SFD	714 Woodson Ave		
Mark Sander/MCI	150 YMCA Dr		
Bruce Vaughn/Vaughn Heating & Air/SFD	708 Gainesway Dr		

CHANGE OF USE PERMITS (Total)		0	\$0
Name	Location		

		# PERMITS ISSUED	FEES COLLECTED
ZONING MAP/TEXT AMENDMENTS (Total)		0	\$0
<i>Name</i>	<i>Location</i>		
ZONING COMPLIANCE REQUESTS (Total)		0	\$0
<i>Name</i>	<i>Location</i>		
DIMENSIONAL VARIANCE PERMITS (Total)		1	\$100
<i>Name</i>	<i>Location</i>		
Jeff Knighton/Carport	536 Sharp Ave		
CONDITIONAL USE PERMITS (Total)		2	\$200
<i>Name</i>	<i>Location</i>		
Cindy Larkins/Home Business/Salon	34 Salisbury St		
Vanessa Mitchell/SFD in HDR	201 Lunsford St		
UTILITY REQUESTS (Total)		0	\$0
<i>Name</i>	<i>Location</i>		
MISCELLANEOUS/ADDITIONAL FEES (Total)		0	\$0
<i>Name</i>	<i>Location</i>		
COA's (Historic District Commission) (Total)		2	N/A
<i>Name</i>	<i>Location</i>		
Jake & TaShawnta Lynn/Suspended Sign	11 Sugg St		
Chasity Marsh/31:25 Boutique/Sign	111 South Main St		
SPECIAL USE PERMITS (Outside Sales) (Total)		1	N/A
<i>Name</i>	<i>Location</i>		
Ying Chun Yang/Outside Sales	7 Chelsa Dr		
CITIZENS ASSISTED (Site Visits, Walk-ins, Phone Calls, etc.)		228	N/A
ACTIVITY TOTAL FOR THE MONTH		259	\$3,765

ZONING & PERMIT OFFICE

YTD ACTIVITY REPORT
JULY 2017 - MAY 2018

BUILDING PERMITS	Construction Cost	# Permits Issued	Fees
Type of Construction			
New Residential/SFD	\$2,669,900	21	\$4,945
Duplex	\$80,000	1	\$258
Multi-Family	\$0	0	\$0
Residential Addition	\$392,400	21	\$1,788
Residential Accessory	\$573,474	51	\$3,247
Residential Alteration	\$330,000	4	\$415
New Commercial	\$5,869,488	7	\$5,931
Commercial Addition	\$1,460,966	10	\$1,449
Commercial Accessory	\$146,000	7	\$1,978
Commercial Alteration	\$1,365,000	21	\$10,857
New Industrial	\$0	0	\$0
Industrial Addition	\$5,520,981	1	\$0
Industrial Accessory	\$12,800	1	\$146
Industrial Alteration	\$1,097,160	1	\$811
Other	\$0	0	\$0
TOTAL BUILDING PERMITS	\$19,518,169	146	\$31,825
SIGN PERMITS		35	\$3,109
DEMOLITION PERMITS		21	\$130
GRADING & PAVING PERMITS		4	\$100
HVAC PERMITS		33	\$10,832
CHANGE OF USE PERMITS		0	\$0
ZONING MAP/TEXT AMENDMENTS		8	\$1,500
ZONING COMPLIANCE REQUESTS		7	\$175
DIMENSIONAL VARIANCE PERMITS		6	\$600
CONDITIONAL USE PERMITS		9	\$900
UTILITY REQUESTS		3	\$75
MISCELLANEOUS/ADDITIONAL FEES		1	\$200
COA's (Historic District Commission)		19	N/A
SPECIAL USE PERMITS (Outside Sales)		5	N/A
CITIZENS ASSISTED (Site Visits, Walk-ins, Phone Calls, etc.)		1816	N/A
YEAR TO DATE TOTAL		2,113	\$49,446

Prepared by: Bonnie Smith, Zoning Admin Assistant

**CITY OF MADISONVILLE
BUILDING PERMIT MONTHLY REPORT**

May 2018

Permit #	Issued	Construction Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
6443	5/1/18	1201 West Center Street	AB Leasure Rentals, LLC	Tony Caudill	Residential Accessory	Detached Garage	\$437	\$75,000	5146
6444	5/1/18	65 Green Meadows Drive	Frances Martinez	Hammer Down Constr/Chris Marks	Residential Addition	Covered & Screened Porch	\$70	\$17,000	256
6445	5/2/18	355 South Harrig Street	Benton Hoagland	Benton Hoagland	Residential Accessory	Storage Building	\$51	\$3,200	320
6446	5/2/18	1109 West Broadway Street	Brittany Hall	Bluegrass Portable Bldgs/Jared Hall	Residential Accessory	Storage Building	\$25	\$3,500	192
6447	5/3/18	72 Londonderry Street	Gregory Dick	C & C Fence Co/Aaron Sivells	Residential Accessory	Fence	\$25	\$3,600	0
6448	5/4/18	120 Buckner Ridge Lane	James & Diana Barnett	H & G Const/Ricky Hambv	Residential Accessory	Detached Garage	\$83	\$20,000	720
6449	5/7/18	185 Abbott Lane	Alan & Kelly Frederick	Allison Const/Jack Allison	Residential Accessory	Detached Garage	\$83	\$30,000	720
6450	5/9/18	622 Pride Avenue Drive	Nathaniel Inglis	Emanuel Ortiz	Residential Accessory	Privacy Fence	\$25	\$4,500	0
6451	5/11/18	344 South Spring Lake	Bonnie Marran	Orten Construction	Residential Addition	Attached Carport	\$78	\$3,200	352
6452	5/15/18	708 South Main Street	Sherri Lewis/B & B Fireworks	Nashville Tent	Commercial Accessory	Tent "Temporary"	\$250	\$1,500	1500
6453	5/16/18	648 South Main Street	Kent Withrow	Kent Withrow	Commercial Alteration	Office Space	\$500	\$80,000	5000
6454	5/22/18	201 Lunsford Street	Bettie Mitchell	Cavanaugh Home Builders	New Residential	Single Family Dwelling	\$298	\$120,000	1840
6455	5/23/18	536 Sharp Avenue	Jeff Knighton	Jeff Knighton	Residential Accessory	Carport	\$51	\$700	320
6456	5/22/18	195 Fox Chase Circle	Landmark Contractors/Brad	Landmark Contractors/Brad	New Residential	Single Family Dwelling	\$389	\$290,000	3298
6457	5/23/18	782 East Center Street	Garrett Mine Supply	Kolb's Kaboom/Ryan & Wendy Kolb	Commercial Alteration	Retail	\$250	\$1,000	2400

Communication: Zoning Report (Department Reports)

**CITY OF MADISONVILLE
BUILDING PERMIT MONTHLY REPORT**

May 2018

Permit #	Issued	Construcion Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
6458	5/24/18	445 Coleman Street	Patricia Gail Farris	New Hope Const. /David Duncan	Residential Addition	Front Porch Roof	\$60	\$2,500	130
Totals					16		\$2,675	\$655,700	

Communication: Zoning Report (Department Reports)

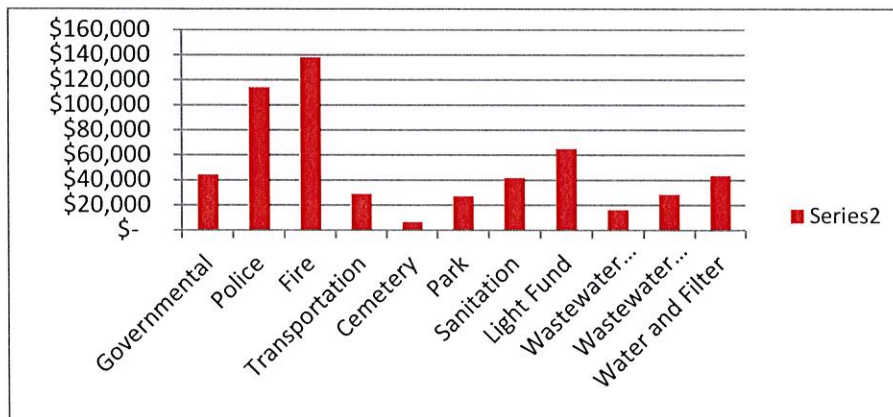
Copy of Bills and Payroll June 18, 2018

8.A

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 75,068.78
			\$ 108,034.84
		Total General Fund	\$ 183,103.62
190	9	Sanitation	\$ 12,326.58
			\$ 23,021.13
		Total Sanitation	\$ 35,347.71
200	9	Electric/Utility Office	\$ 20,289.07
			\$ 106,601.66
		Total Electric/Utility Office	\$ 126,890.73
210	8	Water and Filter	\$ 18,976.63
			\$ 119,327.65
		Total Water Filter	\$ 138,304.28
	9	Waste Water Collection and Treatment	\$ 39,018.21
			\$ 47,305.05
		Total Wastewater Collection and Treatment	\$ 86,323.26

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 44,316
100	2100	Police	\$ 114,027
100	2300	Fire	\$ 137,841
100	3300	Transportation	\$ 28,991
100	5000	Cemetery	\$ 6,475
100	7000	Park	\$ 27,075
190	3100	Sanitation	\$ 41,741
200	1000/4500	Light Fund	\$ 64,830
200	2000	Wastewater Treatment	\$ 16,097
200	2001	Wastewater Collection	\$ 28,321
200	4700/4600	Water and Filter	\$ 43,403
		Total Payroll	\$ 553,118



June 18, 2018

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

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,273.84	.00	.00	4,273.84
100	1200	ADMINISTRATION	17,571.65	408.63	.00	17,980.28
100	1400	FINANCE	11,800.64	.00	.00	11,800.64
100	1500	CITY CLERK	5,425.86	.00	.00	5,425.86
100	1700	ZONING	3,600.95	.00	.00	3,600.95
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,234.28	.00	.00	1,234.28
		Total Government	43,907.22	408.63	.00	44,315.85
100	2100	POLICE DEPT-MADISO	98,090.69	12,101.00	.00	110,191.69
100	2150	POLICE FICA	3,483.72	351.60	.00	3,835.32
		Total Police	101,574.41	12,452.60	.00	114,027.01
100	2300	FIRE DEPT-MADISONV	91,529.31	34,733.64	10,678.27	136,941.22
100	2350	FIRE FICA/NON HAZA	899.85	.00	.00	899.85
		Total Fire	92,429.16	34,733.64	10,678.27	137,841.07
100	3300	TRANSPORTATION DEP	28,521.91	469.04	.00	28,990.95
		Total Transportati	28,521.91	469.04	.00	28,990.95
100	5000	CEMETERY DEPARTMEN	6,432.01	42.96	.00	6,474.97
		Total Cemetery	6,432.01	42.96	.00	6,474.97
100	7000	PARK DEPARTMENT	20,002.45	598.47	.00	20,600.92
100	7100	POOL EMPLOYEES	5,319.41	1,154.65	.00	6,474.06
		Total Park	25,321.86	1,753.12	.00	27,074.98
190	3100	SANITATION DEPARTM	41,715.56	25.91	.00	41,741.47
		Total Sanitation	41,715.56	25.91	.00	41,741.47
200	1000	UTILITY OFFICE	16,472.66	454.50	.00	16,927.16
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	43,969.88	3,932.82	.00	47,902.70
		Total Utility Offi	60,442.54	4,387.32	.00	64,829.86
210	2000	WASTEWATER TREATME	16,037.23	60.25	.00	16,097.48
210	2001	WASTEWATER COLLECT	27,717.53	603.46	.00	28,320.99
		Total Wastewater T	43,754.76	663.71	.00	44,418.47
211	4600	FILTER DEPARTMENT	18,886.64	1,192.79	.00	20,079.43
211	4700	WATER DEPARTMENT	22,340.03	983.48	.00	23,323.51
		Total Water	41,226.67	2,176.27	.00	43,402.94
		Grand Totals	485,326.10	57,113.20	10,678.27	553,117.57

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

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	6/15/18	7	1	6
100	1200	ADMINISTRATION	6/15/18	9	8	1
100	1400	FINANCE	6/15/18	6	6	
100	1500	CITY CLERK	6/15/18	4	4	
100	1600	AIRPORT	6/15/18	3	2	1
100	1700	ZONING	6/15/18	2	2	
100	2100	POLICE DEPT-MADISONVILLE	6/15/18	46	46	
100	2150	POLICE FICA	6/15/18	3	2	1
100	2151	DISPATCH	6/15/18	13	12	1
100	2200	ALCOHOLIC BEVERAGE CONTROL	6/15/18	1		1
100	2300	FIRE DEPT-MADISONVILLE	6/15/18	60	60	
100	2350	FIRE FICA/NON HAZARDOUS	6/15/18	1	1	
100	3300	TRANSPORTATION DEPT	6/15/18	24	23	1
100	5000	CEMETERY DEPARTMENT	6/15/18	7	5	2
100	7000	PARK DEPARTMENT	6/15/18	22	11	11
100	7100	POOL EMPLOYEES	6/15/18	8		8
190	3100	SANITATION DEPARTMENT	6/15/18	29	29	
200	1000	UTILITY OFFICE	6/15/18	13	12	1
200	4500	LIGHT DISTRIBUTION DEPT	6/15/18	21	21	
210	2000	WASTEWATER TREATMENT	6/15/18	9	9	
210	2001	WASTEWATER COLLECTION	6/15/18	19	19	
211	4600	FILTER DEPARTMENT	6/15/18	14	14	
211	4700	WATER DEPARTMENT	6/15/18	15	15	
Totals				336	302	34

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	242.50	13.50	.00	256.00
100	1400	FINANCE	331.25	.00	.00	331.25
100	1500	CITY CLERK	173.50	.00	.00	173.50
100	1700	ZONING	80.00	.00	.00	80.00
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	827.25	13.50	.00	840.75
100	2100	POLICE DEPT-MADISO	3,708.25	335.25	.00	4,043.50
100	2150	POLICE FICA	201.75	13.25	.00	215.00
		Total Police	3,910.00	348.50	.00	4,258.50
100	2300	FIRE DEPT-MADISONV	5,021.50	1,747.25	463.75	7,232.50
100	2350	FIRE FICA/NON HAZA	71.00	.00	.00	71.00
		Total Fire	5,092.50	1,747.25	463.75	7,303.50
100	3300	TRANSPORTATION DEP	1,880.75	15.50	.00	1,896.25
		Total Transportati	1,880.75	15.50	.00	1,896.25
100	5000	CEMETERY DEPARTMEN	521.00	2.75	.00	523.75
		Total Cemetery	521.00	2.75	.00	523.75
100	7000	PARK DEPARTMENT	1,373.25	33.75	.00	1,407.00
100	7100	POOL EMPLOYEES	624.50	87.00	.00	711.50
		Total Park	1,997.75	120.75	.00	2,118.50
190	3100	SANITATION DEPARTM	2,296.00	1.00	.00	2,297.00
		Total Sanitation	2,296.00	1.00	.00	2,297.00
200	1000	UTILITY OFFICE	847.50	22.75	.00	870.25
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,590.00	89.75	.00	1,679.75
		Total Utility Offi	2,437.50	112.50	.00	2,550.00
210	2000	WASTEWATER TREATME	698.75	2.25	.00	701.00
210	2001	WASTEWATER COLLECT	1,429.25	26.75	.00	1,456.00
		Total Wastewater T	2,128.00	29.00	.00	2,157.00
211	4600	FILTER DEPARTMENT	1,070.25	48.50	.00	1,118.75
211	4700	WATER DEPARTMENT	1,188.25	40.00	.00	1,228.25
		Total Water	2,258.50	88.50	.00	2,347.00
		Grand Totals	23,349.25	2,479.25	463.75	26,292.25

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

CITY OF MADISONVILLE
OFFICE OF THE MAYOR
EXECUTIVE ORDER

**AN EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF KATHY PEYTON TO THE
HOPKINS COUNTY BOARD OF PROPERTY TAX APPEALS**

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 Kathy Peyton shall be, and hereby is, appointed to the Hopkins County Board of Property Tax Appeals.
- 2) That the term of Kathy Peyton shall be for a period of two 2 years commencing on June 1, 2018 through May 31, 2020 .
- 3) That Kathy Peyton 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.

On this the 18th day of June, 2018

ATTEST:

**CITY OF MADISONVILLE, KY
ORDINANCE**

**AN ORDINANCE AMENDING THE CITY OF MADISONVILLE ANNUAL BUDGET FOR THE
FISCAL YEAR JULY 1, 2017 THROUGH JUNE 30, 2018, BY ESTIMATING REVENUES AND
RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY
GOVERNMENT**

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

Section 1: that the annual budget for the fiscal year beginning July 1, 2017 and ending June 30, 2018 is hereby amended as follows:

A. See Exhibit A attached hereto and incorporated herein by reference.

Section 2: that this Ordinance shall be of effect on .

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 18th day of June, 2018 and the second reading on the . 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

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

(AMENDED) BUDGET SUMMARY FYE 6/30/18
EXHIBIT A

	GENERAL FUND	SPECIAL REVENUE FUNDS					2018 SUBTOTAL
		A.B.C.	911	COAL SEVERANCE	MUNICIPAL AID	HEALTH INSURANCE	
Beginning Fund Balance/Net Assets	\$ 5,680,668	\$ 59,454	\$ -	\$ 152,964	\$ 468,477	\$ 2,203,832	\$ 8,565,395
Estimated Revenues:							
Revenues	16,143,441	425,220	-	128,520	367,500	2,316,300	19,380,981
	3,475,000						3,507,550
Transfers & Other Sources	3,075,000	-	-	-	32,550	-	3,107,550
	19,618,441						22,888,531
Total Revenues	19,218,441	425,220	-	128,520	400,050	2,316,300	22,488,531
Less: Anticipated Expenses:							
	2,605,933						2,605,933
General Government	2,205,933	-	-	-	-	-	2,205,933
Police	5,670,975	344,574	-	-	-	-	6,015,549
Alcoholic Beverage Control	-	49,784	-	-	-	-	49,784
Fire	5,407,875	-	-	-	-	-	5,407,875
Sanitation	-	-	-	-	-	-	-
Transportation	2,082,360	-	-	-	250,000	-	2,332,360
911	-	-	-	-	-	-	-
Health & Public Welfare	1,812,800	-	-	-	-	-	1,812,800
Transfer to Other Funds	-	-	-	107,550	150,000	-	257,550
Airport	352,096	-	-	-	-	-	352,096
Health Insurance	-	-	-	-	-	2,312,100	2,312,100
Electric	-	-	-	-	-	-	-
Water Filtration	-	-	-	-	-	-	-
Water Distribution	-	-	-	-	-	-	-
Wastewater Collection	-	-	-	-	-	-	-
Wastewater Treatment	-	-	-	-	-	-	-
Debt & Depr. For Wa./WW	-	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-	-
Park	1,350,034	-	-	-	-	-	1,350,034
Cemetery	322,198	-	-	-	-	-	322,198
Pension	-	-	-	-	-	-	-
	19,604,271						22,818,279
Total Expenses	19,204,271	394,358	-	107,550	400,000	2,312,100	22,418,279
	14,170						70,252
Surplus or Deficit	14,170	30,862	-	20,970	50	4,200	70,252
Ending Fund Balance / Net Assets	5,694,838						8,635,647
	5,694,838	90,316	-	173,934	468,527	2,208,032	8,635,647

Attachment: Amended Budget (1431 : Ordinance amending budget for fiscal year July 1, 2017 through

(AMENDED) BUDGET SUMMARY FYE 6/30/18
EXHIBIT A (CONTINUED)

	RESTAURANT TAX	PENSION	ENTERPRISE FUNDS				MEMORANDUM TOTAL
			LIGHT	WATER & SEWER	GMAIA	SANITATION	
Beginning Fund Balance/Net Assets	\$ 25	\$ 87,119	\$ 16,521,909	\$ 38,864,140	\$ -	\$ 1,558,157	\$ 65,596,745
Estimated Revenues:							
	1,930,650					4,249,148	67,636,879
Revenues	1,505,650	-	29,559,600	12,516,500	-	3,749,148	66,711,879
							3,939,590
Transfers & Other Sources	-	432,040	-	-	-	-	3,539,590
	1,930,650					4,249,148	71,576,469
Total Revenues	1,505,650	432,040	29,559,600	12,516,500	-	3,749,148	70,251,469
Less: Anticipated Expenses:							2,605,933
General Government	-	-	-	-	-	-	2,205,933
Police	-	-	-	-	-	-	6,015,549
Alcoholic Beverage Control	-	-	-	-	-	-	49,784
Fire	-	-	-	-	-	-	5,407,875
						4,186,325	4,186,325
Sanitation	-	-	-	-	-	3,686,325	3,686,325
Transportation	-	-	-	-	-	-	2,332,360
911	-	-	-	-	-	-	-
Health & Public Welfare	-	-	-	-	-	-	1,812,800
Transfer to Other Funds	-	-	2,850,000	-	-	-	3,107,550
Airport	-	-	-	-	-	-	352,096
Health Insurance	-	-	-	-	-	-	2,312,100
Electric	-	-	26,601,403	-	-	-	26,601,403
	1,930,500						1,930,500
Events & Capital Projects	1,505,500	-	-	-	-	-	1,505,500
Water Filtration	-	-	-	2,761,017	-	-	2,761,017
Water Distribution	-	-	-	2,328,718	-	-	2,328,718
Wastewater Collection	-	-	-	3,086,832	-	-	3,086,832
Wastewater Treatment	-	-	-	1,442,815	-	-	1,442,815
Debt & Depr. For Wa./WW	-	-	-	2,819,970	-	-	2,819,970
Economic Development	-	-	-	-	-	-	-
Park	-	-	-	-	-	-	1,350,034
Cemetery	-	-	-	-	-	-	322,198
Pension	-	427,476	-	-	-	-	427,476
	1,930,500					4,186,325	71,253,335
Total Expenses	1,505,500	427,476	29,451,403	12,439,352	-	3,686,325	69,928,335
	150					62,823	323,134
Surplus or Deficit	150	4,564	108,197	77,148	-	62,823	323,134
Ending Fund Balance / Net Assets	175					1,620,980	65,919,879
	175	91,683	16,630,106	38,941,288	-	1,620,980	65,919,879

Attachment: Amended Budget (1431 : Ordinance amending budget for fiscal year July 1, 2017 through



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

SCHEDULED

ITEM FOR DISCUSSION (ID # 1430)

Meeting: 06/18/18 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1430

10.B.1

Permission to bid Mahr Park Phase II Playground & Dog Park Project

Phase II will include the construction of a new restroom facilities including ADA compliant men's, women's and family restroom building, two free standing pavilions and all concrete flatwork for sidewalks and structures.

**CITY OF MADISONVILLE
RESOLUTION**

ACCEPT BID FOR SPLASH DECK AT MADISONVILLE CITY PARK

WHEREAS, the City of Madisonville opened bids for Splash Deck at Madisonville City Park on June 18, 2018 at 10:30 a.m.; and

WHEREAS, the City had received one bid as listed on Exhibit A and shown below:

Name	Bid Amount
Innovative Fiberglass Design	\$132,233.00

WHEREAS, Innovative Fiberglass Design was the only bid received and met all the specifications.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to Innovative Fiberglass Design for the Splash Deck at Madisonville City Park in the amount of \$132,233.00.

ADOPTED on this 18th day of June, 2018.

ATTEST:



City of Madisonville
P.O. Box 705
Madisonville, Kentucky 42431

Proposal No. 2057-18

June 15, 2018

ATTN : Greg Brasher

Project Ref : City Pool, Baby Pool Renovation into a Splash Ground

Project Location : Madisonville, KY.

Project Materials : Splash Ground Construction, Water Features and Etc.

Water to Waste System

Greg,

Emeralds FX LLC will supply all materials and service necessary to complete this portion of this project and to provide where applicable, all items as specified and to include, Splash Ground, Water Features, Construction and the following as per Specified, Conceptual Drawings (attached) and as per the following scope of work.

Provide Design Services

- a. Six (6) sets of Complete Architectural / Engineered drawings for project.
- b. All necessary detailed plans / drawings for all structural support systems
- c. Any and or all necessary detailed foundation plans / drawings as required for all structural support systems, to include plumbing, and etc.
- d. Complete schematics and detailed drawings as necessary
- e. All schematics and detailed drawings of new manifold box systems as necessary for all provided splash ground and to include water features and etc., as applicable
- f. All necessary engineered drawings to be stamped / sealed by a Professional Registered Engineer, licensed and approved for the state of **Kentucky**
- g. Owner to receive Six (6) complete sets of all stamped / sealed Professional Registered Engineered drawings, to include all Operational, Maintenance and Service Manuals
- h. All necessary or required information for submission to regulatory Authorities to be submitted by others
- i. Assumed that existing ground compaction is a minimum of 2,500psi
- j. Owner to provide a surveyor TOPO type elevation drawing to Emerald FX LLC prior to the starting of stamped state of Kentucky approved Architectural Drawings if necessary
- k. All final construction drawings to be reviewed by the City of Madisonville, KY. and contractor and to be approve in written form by both parties before the official stamped and approved for local and state of Kentucky drawings are complete and provided to obtain the necessary building permits

Attachment: Splash Deck (1432 : Accept Bid for Splash Deck)

Demolition

- a. Removal of any and or all existing fencing and or all obstructions pertaining to the project of construction site
- b. Project site to be clear of any and or all obstruction prior to start of construction (**by owner**)
- c. Owner to provide any and or all temporary utilities to complete construction
- d. All existing plumbing / piping, electrical or other lines in area of construction that need to be abandoned, relocated or removed will be by owner.
- e. Any and or all excavated and or removed materials not of use to finish construction will remain on site and stock piled for owners removal within 100 feet of construction site
- f. Any and or all existing concrete to be saw cut and removed as necessary for new renovation / construction (**by EFX**)

Site Prep

- a. Preparing existing baby pool existing floor for new stone fill and etc...
- b. All existing utility mains to be abandon
- c. Saw cut and remove exiting concrete decking as necessary for water to waste system and to include all necessary plumbing, etc..., for new splash ground
- d. Owner to provide and install a 2" water line to new manifold box
- e. Excavate of all necessary plumbing lines for new splash ground features and manifold box system
- f. Excavate as necessary for all drain lines of new splash ground

Stone Fill

- a. Installation of all necessary stone fill to be installed in all necessary into baby pool construction site areas as per stone sizes recommended as per completed Architectural / Engineered drawings
- b. Compacted stone fill or # 57 stone fill to be installed as necessary for splash ground and decking and to be a maximum of 24" thickness, compacted in 6" lifts
- c. In area of new splash ground stone fill elevation to be at elevation as to accommodate existing and new concrete decking
- d. Installing all necessary stone fill into areas of all excavated plumbing and new manifold box areas

Splash Ground / Concrete Deck

- a. Install as necessary any and or all underground supply and return line plumbing, to include splash ground and new manifold box system areas
- b. Installing new water feature manifold system with box, to include all necessary piping, plumbing for new splash ground
- c. Installing Splash Ground to be same size as existing baby pool approx. 20' x 20' and will include concrete decking in areas of saw cut and removed concrete decking, splash ground concrete to be " 0 " entry at a pitch of 1/2" on 12" to all necessary drains.
- d. All necessary and complete as required manifold system for new Splash Ground to include but not limited to the state of Kentucky requirements for a water to waste system complete with all necessary ball valves for water features and etc.(**UV system if required, has not been included**)
- e. Splash Ground area to have a 6 sack 4,000 psi nonslip broom finish type concrete flooring and to include all necessary 6 x 6 x # 10 welded wire mess reinforcements and embedded steel, with a minimum of 5" concrete thickness, color in earth tone beige or sand
- f. Form and pour areas of saw cut concrete decking of Splash Ground
- g. New concrete decking areas to be of 6 sack 4,000 psi concrete with a broom type finish, minimum 4" thickness, color in gray
- h. New concrete decking areas to have all necessary 6 x 6 x # 10 welded wire mesh
- i. New splash ground concrete flooring to have our exclusive embedded stainless steel interchangeable base plates
- j. New concrete decking and splash ground to have coating of curing compound applied
- k. New concrete decking to have all necessary flooring sloped to prevent standing water
- l. All new concrete to be saw cut in areas as necessary for expansion / contraction
- m. Complete Splash Ground to be installed as per local and State building codes

Attachment: Splash Deck (1432 : Accept Bid for Splash Deck)

Electric / Water / Sewer, etc...

- a. Owner to provide a 2" water line for new manifold
- b. Owner is to provide a minimum single phase 120v, 20amp electrical service for new manifold system and activation bollard system
- c. Emerald FX LLC to provide electrical tie-in / hook up and etc..., to new manifold and activation bollard system
- d. All drain boxes of new splash ground to have 3" PVC pipe installed up to 20' outside existing concrete apron of splash ground, owner to provide and install final hook up of plumbing to existing waste water line.

Existing Mechanical Building

- a. Remove any and or all unnecessary existing mechanical system in existing building to be by owner
- b. Installing new manifold system to include (9) ¾" water feature supply lines for new splash ground.

Manufactured and Supplied Equipment**Water Play Structures, Water Features and Etc.**

Water Play Structure, Water Features and etc., as per preliminary drawings / specifications and custom manufactured to owners approval.

All Water Play Structures, Water Features and etc., to have a complete and unconditional One (1) year Warranty / Guarantee on all defects of materials and or workmanship.

All Water Play Structures and Water Feature fiberglass filament reinforcement FRP structural tubing, bases or stems will have a Thirty (30) year Warranty / Guarantee against corrosion and or rust.

Materials / Product Installation

For all contracted Water Slides, Water Play Structures, Water Features and etc., Emerald FX LLC can provide, authorized and certified by manufactures, approved installation.

Installation will be completed from start to finish for each project and will be installed by qualified and trained installation personnel.

Complete installation will be as per drawings / specifications and will include detailing, fine tuning, testing and safety certification at no extra charge.

All Water Play Structures, Water Features and etc., will be completed with start up, to include training for operational, maintenance and service.

Installation to include all necessary labor, equipment and materials.

Any and or all installation performed, will be paid in full within Ten (10) working days of competition.

Please Note :

The installation of any and or all materials / product of Emerald FX LLC will be completed without delay or interruption of any and or all forms, due to and not limited to, and to include construction scheduling, general contractor / subcontractors availability and or etc., it is agreed upon that owner will be liable for additional costs, due to any and or all delays to Emerald FX LLC installation, this is agreed upon and will become apart of the Contract / Agreement.

Exclusion

Any and or all building permits, taxes, licenses and any and or all submissions (and their fee's) as required by State and Local authorities, these costs to be the responsibility of the owner.

Bid and / or Performance Bond.

Any and or all temporary utilities necessary.

Removal and replacement of unsuitable earth or rock excavation

Any and or all necessary electrical other than specified in this proposal

Concrete testing

Sales Tax in excess of 7% (materials only)

Finish Grading / Seeding / Landscaping

Any and or all items not covered in the above proposal.

To include

Any and or all plumbing pertaining to splash ground only, concrete and etc., work. To include footings, foundations, anchor bolts, embedded structural steel reinforcements and any and or all construction to complete this project as per this proposal

Any and or all mechanical equipment system, water reservoir

Deck drainage (existing, sloped concrete)

All items covered on our conceptual drawings, splash ground plumbing and etc..., with noted changes for water to waste

Any and or all if necessary footing and foundation drawings and specifications as needed to obtain State and Local permits.

Delivery Date will be upon Contract / Agreement written approval, **or unless agreed upon time of delivery, to meet your project schedule.**

Payment Terms Required**Construction / Manufacturing**

Thirty Five (35 %) required upon Proposal and Construction Agreement written approval

Construction portion remaining balance will be on a bi-weekly or monthly completion bases as required per Construction Agreement

Please Note : Important

This is in proposal form, a written form of Contract / Agreement will be presented to owner, upon this acceptance of proposal, to sign by all necessary and concerning parties.

All Water Features, Play Structures and all items other than Water Slide package to be FOB our facility, unless otherwise agreed upon

This proposal is valid and will remain valid for Thirty (30) days from above proposal date.

Waiver of Breach

The waiver by either party of a breach of any provision of this agreement shall not construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing. Emerald FX LLC shall be entitled to recover it's, /his / their attorney's fees and all direct and indirect expenses in any successful action by Emerald FX LLC to enforce this contract.

Controlling Law of Jurisdiction

The laws of the State of Ohio and Erie County, Ohio shall govern the supply and construction, validity, interpretation, performance, jurisdiction and making of this agreement and all parties consent to the jurisdiction of Erie County, Ohio in all matters of this agreement.

Entire Agreement

It is expressly recognized and agreed that this agreement and signed attached hereto, if any, contain the entire agreement between the parties and that there are no representation, inducements, arrangements, promises or agreements outstanding between them, either oral or in writing, other than those herein expressed. This agreement encompasses and contains the entire understanding of the parties with the terms and conditions expressed herein being contractual and not merely a recital.

Water Features : To be of fiberglass manufacturing only (No Substitutions)

- (1) D. D. Flippin Cone (2 bucket unit) with S.S. Base Plate
- (2) D. D. Sprite Fountain with S.S. Base Plate
- (1) D. D. Flow Jet Fountain with S.S. Base Plate
- (1) D. D. Wacky Water Whiz Fountain with S.S. Base Plate
- (1) D. D. Water Gun Blaster with S.S. Base Plates
- (1) D. D. Rain Bar with S.S. Base Plate
- (1) D. D. Drenching Dragon with S.S. Base Plate
- (1) D. D. Flowing Flower with S.S. Base Plate
- (1) Water Feature Activation Bollard with Touch Timer and computer control panel

The Total Sum for this project will be \$ 132,233.00

To Includes :

Complete Engineering / Architectural Stamped Drawings, Shipping and installation of all materials

To include Stainless Steel Interchangeable Base Plates for all water features.

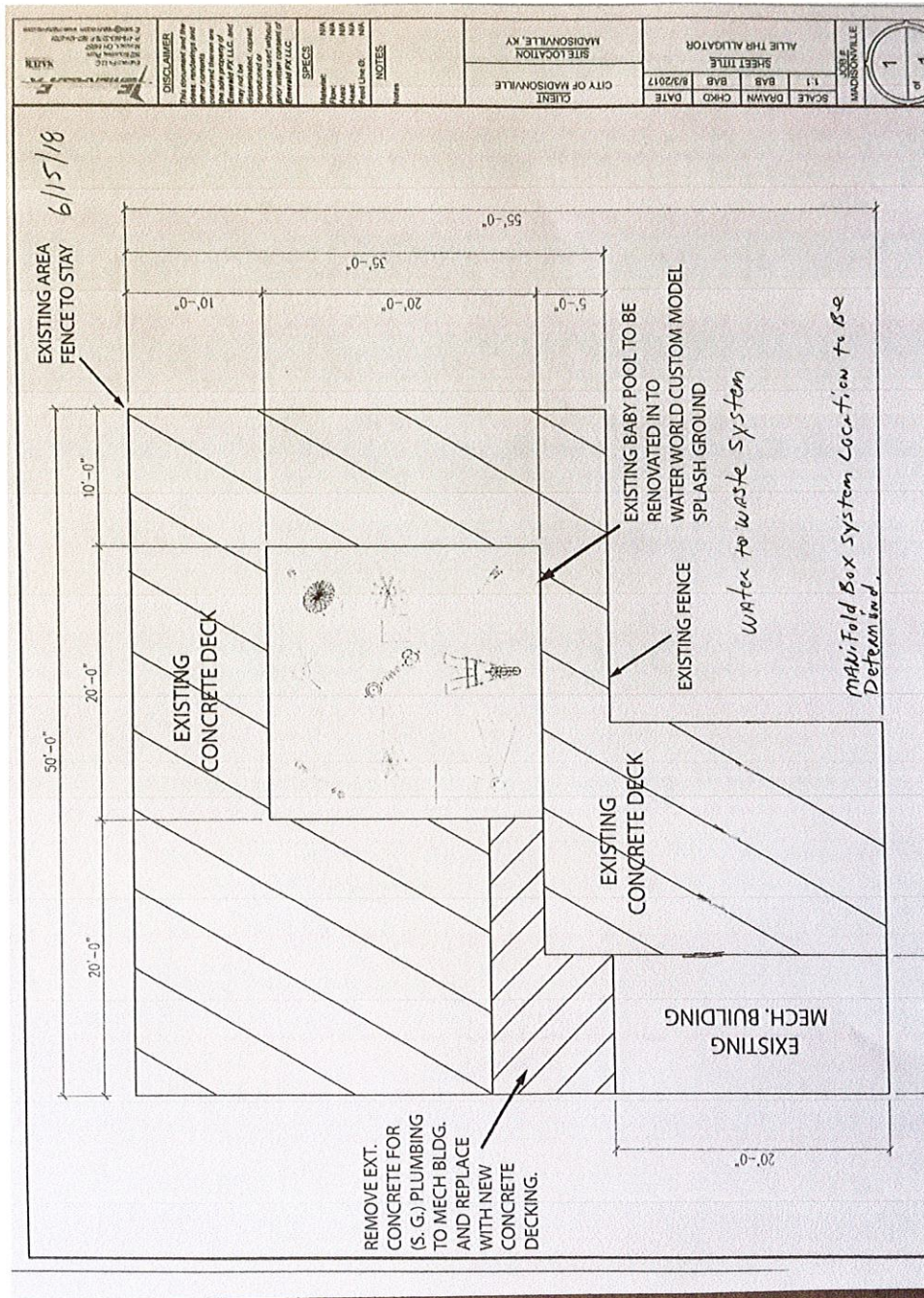
We appreciate the opportunity in presenting this proposal to you and look forward in servicing your company.

Sincerely,
Emerald FX LLC

Charles E. DeCaro

Approved _____

Date _____





Attachment: Splash Deck (1432 : Accept Bid for Splash Deck)

**CITY OF MADISONVILLE
RESOLUTION**

ACCEPT BID FOR HVAC AT MADISONVILLE FIRE DEPARTMENT STATION #1

WHEREAS, the City of Madisonville opened bids for HVAC for the Madisonville Fire Department Station #1 on June 18, 2018 at 10:00 a.m.; and

WHEREAS, the City had received one bids as listed below and shown on Exhibit A as follows:

Name	Bid Amount
E & M	\$185,274.00

WHEREAS, E&M was the only bid received and met all the specifications.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to E&M for the HVAC at Madisonville Fire Department Station #1 in the amount of \$185,274.00.

ADOPTED on this 18th day of June, 2018.

ATTEST:

CITY OF MADISONVILLE
HVAC RENOVATIONS OF FIRE DEPARTMENT - REBID

6/18/18 10.C.B.a

BID FORM

Date: 6-18-18 To: (Owner) CITY OF MADISONVILLE
Project Title: MADISONVILLE FIRE DEPARTMENT HVAC REPLACEMENT PROJECT REBID
City, County: MADISONVILLE, Hopkins
Name of Contractor/Supplier: ETM
Mailing Address: PO Box 183, SEBREE, KY. 42455
Business Address: 51 EAST MADISON ST., SEBREE, KY. 42455
Telephone: 270-835-2306 Fax: 270-835-2621

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, on the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum NONE (Insert the addendum numbers received or the word "none" if no addendum received.)

BASE BID

For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

\$ 185,274.⁰⁰

Use Numbers

ONE HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED SEVENTY FOUR Dollars & ZERO Cents
Use Words Use Words

DATE OF SUBSTANTIAL COMPLETION

I/We submit that we will be substantially complete by midnight, 70 calendar days from the date of the contract.
Use Numbers

Attachment: HVAC (1433 : Accept Bid for HVAC)

CITY OF MADISONVILLE
HVAC RENOVATIONS OF FIRE DEPARTMENT - REBID

6 10.C.B.a

LIST OF PROPOSED SUBCONTRACTORS

List on the lines below any subcontractor to be used by the contractor and work to be performed by each subcontractor. If the branch of work is to be done by the Contractor, so indicate. The Owner has no right to change any proposed subcontractors or suppliers. That is the responsibility of the Contractor; however, the Owner or the Engineer may indicate their concerns about any which they have reason to believe past experience indicates poor performance. The Contractor has full responsibility for execution of the total work as specified. Any change of proposed subcontractor will be at no additional cost to the Owner, as the contractor has full responsibility.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of any subcontractor for work certifies that the subcontractor has in current employment, skilled staff and necessary equipment to complete that work. The Engineer will evaluate the ability of all listed subcontractors to complete the work and notify the Owner. Listing of subcontractor may invalidate the bid should the Engineer's review indicate subcontractor does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

BRANCH OF WORK/MATERIAL CATEGORY	SUBCONTRACTOR/SUPPLIER
HVAC	E+M
Electrical	Aladdin
Insulation	Midwest

(Provide attachment for additional work/material - subcontractor/supplier)

NOTE: The bidder shall submit the above list of subcontractors with the bid.

LIST OF MATERIALS/MANUFACTURERS

MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY	MANUFACTURER
Furnaces / Condensing Units	TRANE
Grilles / Diffusers	Nailor

(Provide attachment for additional material/manufacturers)

NOTE: The bidder shall submit the above list of materials with the bid.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

CITY OF MADISONVILLE
HVAC RENOVATIONS OF FIRE DEPARTMENT - REBID

6 10.C.B.a

Submitted by:

NAME OF CONTRACTOR: ETM

AUTHORIZED REPRESENTATIVE: [Signature]
Signature

NAME (print): CLINT MCGREGG

TITLE: SALES

NOTICE: A bid bond must accompany this proposal.

This form shall not be modified. Attach supplemental form of proposal information pages for project specific requirements as needed.

END OF SECTION

Attachment: HVAC (1433 : Accept Bid for HVAC)

**CITY OF MADISONVILLE
RESOLUTION**

APPROVAL OF FUNDS AND AUTHORIZE MAYOR DAVID W. JACKSON TO SIGN AGREEMENT TO COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET RELATING TO THE CONSTRUCTION AND/OR EXTENSION OF MIDTOWN COMMONS DRIVE

In order to promote economic development and to assist with the establishment of a new north/south corridor, the Madisonville City Council does hereby allocate the sum of \$400,000 toward the construction and/or extension of Mid Town Commons Drive including an at-grade railroad crossing on the condition that the Commonwealth of Kentucky Transportation Cabinet authorizes funding of said road of at least \$1,400,000 and upon completion of said roadway to transfer ownership thereof to the City of Madisonville. The Mayor of the City of Madisonville is hereby authorized and directed to execute any and all documents relating to said project consistent with this Resolution.

ADOPTED on this 18th day of June, 2018.

ATTEST:

**AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
CITY OF MADISONVILLE
MIDTOWN BOULEVARD CONNECTOR ROUTE SECTION II/ ITEM NO. 02-00804.00
FEDERAL PROJECT NUMBER 3009-013**

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the City of Madisonville, hereinafter the "RECIPIENT".

WITNESSETH:

WHEREAS, the RECIPIENT has agreed to accept \$400,000 of local funds for the Design Phase of the PROJECT and anticipates these funds being eligible as part of the local match for future phases of the PROJECT.

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved the use of these funds as eligible local match to federal funding for the Midtown Boulevard Connector Route Section II hereinafter the "PROJECT", known as Federal Project Number 3009-013 and the applicable Catalog of Federal Domestic Assistance number is 20.205-Highway Planning and Construction provided that the RECIPIENT follows all federal aid requirements listed herein,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to provide a minimum of 20% matching funds for federal reimbursement funding and to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Attachment: Madisonville 2-804 future match final (002) (1435 : Approval of funds and agreement to Commonwealth of Kentucky,

CITY OF MADISONVILLE
MIDTOWN BOULEVARD CONNECTOR ROUTE SECTION II
LOCAL MATCH FOR POSSIBLE FUTURE FEDERAL MATCH
ITEM NO. 02-00804.00

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end December 31, 2024 unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and 2 CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

CITY OF MADISONVILLE
MIDTOWN BOULEVARD CONNECTOR ROUTE SECTION II
LOCAL MATCH FOR POSSIBLE FUTURE FEDERAL MATCH
ITEM NO. 02-00804.00

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that in order to be eligible for future Federal funding for this PROJECT provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction that the RECIPIENT must follow all federal rules and regulations. No federal funds are being provided at this time. This AGREEMENT does not guarantee the future authorization of future federal funds.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2. CFR 200.

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. Reimbursement by the CABINET shall not be provided to the RECIPIENT if any requirements listed within 23 CFR 123 are not met. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate

CITY OF MADISONVILLE
MIDTOWN BOULEVARD CONNECTOR ROUTE SECTION II
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documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 33 and 36 hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate

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environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT; the RECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Guidance Manual and the RECIPIENT does not have the authority to acquire property by eminent domain, the applicability of the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act, 49 CFR Part 24 (as amended) shall be limited to the following requirements: (1) Prior to making an offer for the property, the property owner shall be advised in writing that should negotiations fail to result in an amicable agreement, the RECIPIENT will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the RECIPIENT believes to be the fair market value of the property based upon a fair market value appraisal approved by the CABINET, Division of Right-of-Way and Utilities prior to any offer by the RECIPIENT.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) If the RECIPIENT chooses to use an acquisition consultant on all or any portion of the PROJECT, the selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

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The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, *(In accordance to KYTC Division of Design Specifications)*
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The RECIPIENT acknowledges that the CABINET will require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the RECIPIENT and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the RECIPIENT or the authority designated by the RECIPIENT will negotiate, execute the agreement, and inspect the relocation work. If a conflict of interest arises between the RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The RECIPIENT shall perform a review and approval of the relocation per agency policy and procedure. The RECIPIENT shall inspect the relocation and document the proper installation of the

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facilities. If a conflict of interest arises between RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The RECIPIENT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The RECIPIENT shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The RECIPIENT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The RECIPIENT shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility and rail certification note defining the utilities and railroad identified in the PROJECT scope, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work. If no railroad is involved the note shall indicate as such.

Section 15. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA's Manual on Uniform Traffic Control Devices (MUTCD).

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All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate,

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the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

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The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto, including prohibition regarding discrimination.

Section 24. Equal Employment Opportunity (Equal Opportunity Act of 1972). In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Non Discrimination (Executive Order 11246). Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section

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applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the RECIPIENT agrees as follows:

- a. The RECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The RECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the RECIPIENT; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- c. The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d. The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the PROJECT books, records and accounts by the CABINET or FHWA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for

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further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, consultant or vendor. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the CABINET or FHWA, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 26. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within then (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 27. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or

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indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

Section 28. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 29. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 30. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the Nation register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 31. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The RECIPIENT shall obtain concurrence from the CABINET's District 2 Chief District Engineer in Madisonville of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 32. Americans with Disabilities Act. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

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Section 33. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 34. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 35. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 36. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR 200 Subpart F, If the RECIPIENT has expended more than \$750,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the

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Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 37. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 38. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

Section 39. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 40. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 41. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 42. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written

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notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 43. Resolution. The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this PROJECT.

Section 44. Responsible Charge. The RECIPIENT shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The RECIPIENT will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the RECIPIENT to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the RECIPIENT must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT.

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IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

Attorney

Greg Thomas, Secretary

Date: _____

Date: _____

LOCAL PUBLIC AGENCY:

Approved as to form and legality:

City of Madisonville

Attorney

David Jackson, Mayor

Date: _____

Date: _____

Attachment: Madisonville 2-804 future match final (002) (1435 : Approval of funds and agreement to Commonwealth of Kentucky,

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**ATTACHMENT A
SCOPE OF WORK AND BUDGET SUMMARY**

Scope of Work:

Design services for a final set of construction plans for section 2 of Midtown Blvd - a connector route between KY 70 (Center Street) to KY 281 (Island Ford Road) beginning at the end of the Section 1 project, including an at-grade crossing of the CSX track, the reconstruction of the north portion Whittington Drive (north of Mill Creek Loop) and reconstruction of the intersection with KY 281.

The RECIPIENT plans to use the pre-qualified statewide consultant to complete the Design for the PROJECT. The CABINET will accept the local match funds and pay the consultant directly.

At this time the RECIPIENT anticipates using up to \$400,000 in local funds for completion of the Design Phase. The Current Highway Plan identifies future state funding for the Utility, Right of Way and Construction Phases. This AGREEMENT allows that the \$400,000 of local funds can be used as match for future phases funded with reimbursable federal dollars, provided that the RECIPIENT follows all regulations and guidelines outlined for the use of federal funds to procure all work completed. The AGREEMENT does not guarantee the authorization of any future funds state or federal for any future phases of the PROJECT. The authorization of any state or federal funds will be contingent on the funding available at the time of request.

Budget:

		Federal Funds	Local Funds	Toll Credits	Total
Current MOA	Design Phase Funding: Metro		\$400,000.00	-	\$400,000.00

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

Estimated Future Phases:

		Funds	Authorization Year
Estimated	Utilities	\$200,000 (State SPP)	2019
	Right of Way	\$800,000 (State SPP)	2020
	Construction	\$4,000,000 (State SPP/ Federal)	2021

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ATTACHMENT B

ATTACH A RESOLUTION HERE

Attachment: Madisonville 2-804 future match final (002) (1435 : Approval of funds and agreement to Commonwealth of Kentucky,

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**ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE**

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.
2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
 - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
 - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name:	Position with RECIPIENT:
E-mail:	Phone:
Signature:	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

Mayor David Jackson, City of Madisonville

Date

Attachment: Madisonville 2-804 future match final (002) (1435 : Approval of funds and agreement to Commonwealth of Kentucky,

**CITY OF MADISONVILLE
RESOLUTION**

APPROVE FUNDS FOR MADISONVILLE COMMUNITY DEVELOPMENT CORPORATION

WHEREAS, the City of Madisonville is committed to promoting community development and economic development; and

WHEREAS, the City agrees to allocate seed funds to the recently created Madisonville Community Development Corporation.

NOW THEREFORE, BE IT RESOLVED that the Madisonville City Council does hereby authorize disbursement of the sum of \$60,000.00 to the Madisonville-Hopkins County Economic Development Corporation for the acquisition of real estate and the development of the Arts and Innovation District.

ADOPTED on this 18th day of June, 2018.

ATTEST:

Longevity Pins

10 years: Police Department – Daniel Cavanah & Paul Haynie

20 years: Police & ABC - Ron Hunt

35 years: Wastewater Collection – Raymond Sanders