



**REGULAR MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
VIRTUAL FACEBOOK LIVE IN CITY COUNCIL CHAMBERS, 77 NORTH MAIN STREET,
2ND FLOOR, MADISONVILLE, KY 42431**

August 17, 2020 at 4:30 PM

AGENDA

- 1. CALL TO ORDER BY MAYOR KEVIN COTTON**
- 2. INVOCATION**
- 3. ROLL CALL**
- 4. APPROVAL OF MINUTES AUG 3, 2020**
 - A. City Council - Regular Meeting - Aug 3, 2020 4:30 PM
- 5. APPROVAL OF MINUTES AUGUST 12, 2020**
 1. City Council - Special Called Meeting - Aug 12, 2020 8:00 AM
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills & Payroll
- 7. OLD BUSINESS**
 - A. *Second Reading Ordinances***
 - A. AN ORDINANCE AMENDING CHAPTER 156 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO ESTABLISHING A PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION
- 8. NEW BUSINESS**
 - A. *Resolutions***
 - A. SURPLUS OF POLICE VEHICLES
 - B. RESOLUTION TO AUTHORIZE MAYOR KEVIN COTTON TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF MADISONVILLE FOR GEOGRAPHIC INFORMATION SYSTEMS
 - C. ACCEPT BID FOR OPERATING LINE OF CREDIT
 - D. ACCEPT BID FOR CHECK VALVE FOR GREEN RIVER PUMP STATION
 - B. *Municipal Order***
 1. RE-APPOINTMENT OF DAVID THOMAS TO THE HISTORIC DISTRICT COMMISSION

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

9. EXECUTIVE ORDERS

- A. EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF NICK FOSTER TO HOUSING AUTHORITY BOARD
- B. EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF SHELIA CARTER TO HOUSING AUTHORITY BOARD
- C. EXECUTIVE ORDER RELATING TO THE RE-APPOINTMENTS OF MARK METCALFE AND JIMMY RIDDLE TO THE AIRPORT BOARD

10. ITEMS FOR DISCUSSION

- 1. Request to advertise bids for Aerator Gearboxes for Wastewater Treatment
- 2. Request for City Attorney to file lawsuit

11. ADJOURNMENT

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**REGULAR MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
VIRTUAL FACEBOOK LIVE IN CITY COUNCIL CHAMBERS, 77 NORTH MAIN STREET,
2ND FLOOR, MADISONVILLE, KY 42431**

August 3, 2020 at 4:30 PM

MINUTES

1. **CALL TO ORDER BY MAYOR KEVIN COTTON**
2. **INVOCATION**
3. **ROLL CALL**

Attendee Name	Title	Status	Arrived
Kevin Cotton	Mayor	Present	
Misty Cavanaugh	Ward 1	Present	
Tony Space	Ward 2	Present	
Adam Townsend	Ward 3	Present	
Frank Stevenson	Ward 5	Present	
Larry Noffsinger	Ward 4	Present	
Chad Menser	Ward 6	Present	

4. **APPROVAL OF MINUTES**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Larry Noffsinger, Ward 4
SECONDER: Tony Space, Ward 2
AYES: Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

A. City Council - Regular Meeting - Jul 6, 2020 4:30 PM

5. **APPROVAL OF BILLS AND PAYROLL**

A. Bills & Payroll

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Frank Stevenson, Ward 5
SECONDER: Larry Noffsinger, Ward 4
AYES: Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

6. **NEW BUSINESS**

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A. First Reading Ordinances

- A. AN ORDINANCE AMENDING CHAPTER 156 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO ESTABLISHING A PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION

RESULT:	FIRST READING
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B. Item for Discussion

1. Request to bid Cured-in-place pipe (CIPP)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Townsend, Ward 3
SECONDER:	Tony Space, Ward 2
AYES:	Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

2. Request to Bid a check valve for the Green River Pump Station

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Frank Stevenson, Ward 5
SECONDER:	Larry Noffsinger, Ward 4
AYES:	Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

C. Resolutions

1. 1765 : Resolution to authorize the Mayor to sign all necessary paperwork for a line of credit agreement with First United Bank

RESULT:	FAILED [UNANIMOUS]
MOVER:	Frank Stevenson, Ward 5
SECONDER:	Larry Noffsinger, Ward 4
AYES:	Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

2. Motion to have sealed bids for line of credit

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chad Menser, Ward 6
SECONDER:	Frank Stevenson, Ward 5
AYES:	Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

7. EXECUTIVE ORDERS

- A. EXECUTIVE ORDER RELATING TO THE RE-APPOINTMENT OF KIM HARPER TO THE HOPKINS COUNTY JOINT PLANNING COMMISSION
- B. AN EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF JACK MORRIS TO THE HOPKINS COUNTY BOARD OF PROPERTY TAX APPEALS

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- C. CONSIDERATION OF MOTION OF CITY COUNCIL TO GO INTO CLOSED SESSION PURSUANT TO KRS 61.810(1)(B) FOR DISCUSSIONS CONCERNING DELIBERATIONS ON THE FUTURE ACQUISITION OR SALE OF REAL PROPERTY WHEN PUBLICITY WOULD BE LIKELY TO AFFECT THE VALUE OF THE PROPERTY.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Larry Noffsinger, Ward 4
AYES: Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

D. Motion to come out of closed session

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Adam Townsend, Ward 3
AYES: Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

8. **MOTION TO AUTHORIZE THE CITY OF MADISONVILLE TO PURCHASE MR. & MRS. CORBETT'S PROPERTY (THE TAX SHOPPE) ON MADISON SQUARE DRIVE FOR THE PURCHASE OF \$205,000.00 AND THE MERLE NORMAN PROPERTY FROM MR. & MRS. SMITH FOR THE PURCHASE PRICE OF \$205,000.00 AND THE FLAG LOT FOR \$95,000.00 CONTINGENT ON MR. & MRS. CORBETT AGREEING TO PURCHASE MERLE NORMAN FOR \$205,000.00 AND THE CITY DOING THE FLOWABLE FILL FOR THE 6 FOOT TILE**

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Larry Noffsinger, Ward 4
AYES: Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

9. **ADJOURNMENT**

RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Townsend, Ward 3
SECONDER: Tony Space, Ward 2
AYES: Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

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**SPECIAL CALLED MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
VIRTUAL FACEBOOK LIVE IN CITY COUNCIL CHAMBERS, 77 NORTH MAIN STREET,
2ND FLOOR, MADISONVILLE, KY 42431**

August 12, 2020 at 8:00 AM

MINUTES

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Kevin Cotton	Mayor	Present	
Misty Cavanaugh	Ward 1	Present	
Tony Space	Ward 2	Present	
Adam Townsend	Ward 3	Present	
Frank Stevenson	Ward 5	Present	
Larry Noffsinger	Ward 4	Present	
Chad Menser	Ward 6	Present	

II. MUNICIPAL ORDERS

1. 2020-13 : Appointment of Police Chief - Steve Bryan

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Frank Stevenson, Ward 5
SECONDER:	Larry Noffsinger, Ward 4
AYES:	Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

III. ADJOURNMENT

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Townsend, Ward 3
SECONDER:	Larry Noffsinger, Ward 4
AYES:	Cavanaugh, Space, Townsend, Stevenson, Noffsinger, Menser

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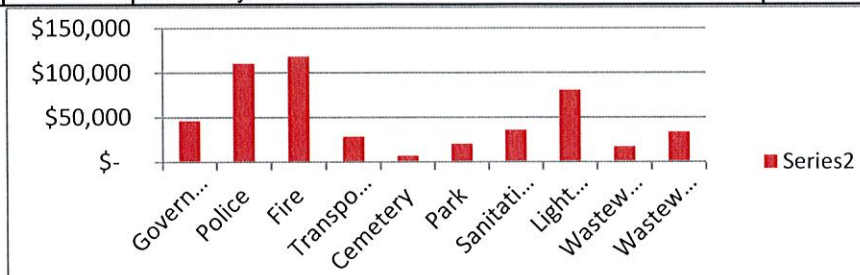
Bills and Payroll for Council Meeting 08/17/2020

6.A

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 48,018.83
		Total General Fund	\$ 48,018.83
190	9	Sanitation	\$ 21,675.80
			\$ 33,371.90
		Total Sanitation	\$ 55,047.70
200	9	Electric/Utility Office	\$ 10,668.31
			\$ 19,601.23
		Total Electric/Utility Office	\$ 30,269.54
210	8	Water and Filter	\$ 28,159.69
			\$ 51,168.30
		Total Water Filter	\$ 79,327.99
	9	Waste Water Collection and Treatment	\$ 34,024.74
			\$ 46,966.29
		Total Wastewater Collection and Treatment	\$ 80,991.03

Estimated Payroll

	Dept #	Department Name	Amount
Co#	Various	Governmental	\$ 45,810
100	2100	Police	\$ 110,102
100	2300	Fire	\$ 118,231
100	3300	Transportation	\$ 28,276
100	5000	Cemetery	\$ 6,487
100	7000	Park	\$ 20,107
100	3100	Sanitation	\$ 35,590
190	1000/4500	Light Fund	\$ 80,264
200	2000	Wastewater Treatment	\$ 16,926
200	2001	Wastewater Collection	\$ 33,237
200	4700/4600	Water and Filter	\$ 51,676
200		Total Payroll	\$ 546,706



Number of Employees paid August 07, 2020

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

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,769.76	.00	.00	4,769.76
100	1200	ADMINISTRATION	18,473.91	.00	.00	18,473.91
100	1400	FINANCE	11,796.64	96.02	.00	11,892.66
100	1500	CITY CLERK	5,407.54	.00	.00	5,407.54
100	1700	ZONING	3,899.18	.00	.00	3,899.18
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,366.98	.00	.00	1,366.98
		Total Government	45,714.01	96.02	.00	45,810.03
100	2100	POLICE DEPT-MADISO	93,713.99	11,682.08	.00	105,396.07
100	2150	POLICE FICA	3,986.39	719.30	.00	4,705.69
		Total Police	97,700.38	12,401.38	.00	110,101.76
100	2300	FIRE DEPT-MADISONV	76,008.35	38,871.05	2,419.51	117,298.91
100	2350	FIRE FICA/NON HAZA	932.26	.00	.00	932.26
		Total Fire	76,940.61	38,871.05	2,419.51	118,231.17
100	3300	TRANSPORTATION DEP	27,803.83	471.88	.00	28,275.71
		Total Transportati	27,803.83	471.88	.00	28,275.71
100	5000	CEMETERY DEPARTMEN	6,458.77	28.37	.00	6,487.14
		Total Cemetery	6,458.77	28.37	.00	6,487.14
100	7000	PARK DEPARTMENT	14,301.68	1,104.49	.00	15,406.17
100	7100	POOL EMPLOYEES	3,926.54	774.17	.00	4,700.71
		Total Park	18,228.22	1,878.66	.00	20,106.88
190	3100	SANITATION DEPARTM	34,442.61	1,147.80	.00	35,590.41
		Total Sanitation	34,442.61	1,147.80	.00	35,590.41
200	1000	UTILITY OFFICE	20,852.48	803.06	.00	21,655.54
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	57,197.24	1,411.26	.00	58,608.50
		Total Utility Offi	78,049.72	2,214.32	.00	80,264.04
210	2000	WASTEWATER TREATME	16,661.27	264.58	.00	16,925.85
210	2001	WASTEWATER COLLECT	31,867.30	1,369.98	.00	33,237.28
		Total Wastewater T	48,528.57	1,634.56	.00	50,163.13
211	4600	FILTER DEPARTMENT	14,605.67	1,813.14	.00	16,418.81
211	4700	WATER DEPARTMENT	30,658.41	4,598.53	.00	35,256.94
		Total Water	45,264.08	6,411.67	.00	51,675.75
		Grand Totals	479,130.80	65,155.71	2,419.51	546,706.02

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

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	8/07/20	7	1	6
100	1200	ADMINISTRATION	8/07/20	8	8	
100	1400	FINANCE	8/07/20	5	5	
100	1500	CITY CLERK	8/07/20	3	3	
100	1600	AIRPORT	8/07/20	4	4	
100	1700	ZONING	8/07/20	2	2	
100	2100	POLICE DEPT-MADISONVILLE	8/07/20	48	47	1
100	2150	POLICE FICA	8/07/20	3	2	1
100	2151	DISPATCH	8/07/20	12	12	
100	2200	ALCOHOLIC BEVERAGE CONTROL	8/07/20	1		1
100	2300	FIRE DEPT-MADISONVILLE	8/07/20	60	60	
100	2350	FIRE FICA/NON HAZARDOUS	8/07/20	1	1	
100	3300	TRANSPORTATION DEPT	8/07/20	21	21	
100	5000	CEMETERY DEPARTMENT	8/07/20	6	6	
100	7000	PARK DEPARTMENT	8/07/20	11	10	1
100	7100	POOL EMPLOYEES	8/07/20	6		6
100	7200	MAHR PARK	8/07/20	6	5	1
190	3100	SANITATION DEPARTMENT	8/07/20	22	22	
200	1000	UTILITY OFFICE	8/07/20	14	14	
200	4500	LIGHT DISTRIBUTION DEPT	8/07/20	20	20	
210	2000	WASTEWATER TREATMENT	8/07/20	8	8	
210	2001	WASTEWATER COLLECTION	8/07/20	20	20	
211	4600	FILTER DEPARTMENT	8/07/20	11	11	
211	4700	WATER DEPARTMENT	8/07/20	17	17	
		Totals		316	299	17

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	150.25	.00	.00	150.25
100	1400	FINANCE	173.00	3.00	.00	176.00
100	1500	CITY CLERK	75.00	.00	.00	75.00
100	1700	ZONING	76.50	.00	.00	76.50
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	474.75	3.00	.00	477.75
100	2100	POLICE DEPT-MADISO	3,488.75	297.75	.00	3,786.50
100	2150	POLICE FICA	205.00	24.00	.00	229.00
		Total Police	3,693.75	321.75	.00	4,015.50
100	2300	FIRE DEPT-MADISONV	4,640.00	1,794.25	96.00	6,530.25
100	2350	FIRE FICA/NON HAZA	70.00	.00	.00	70.00
		Total Fire	4,710.00	1,794.25	96.00	6,600.25
100	3300	TRANSPORTATION DEP	1,705.75	18.25	.00	1,724.00
		Total Transportati	1,705.75	18.25	.00	1,724.00
100	5000	CEMETERY DEPARTMEN	470.00	1.75	.00	471.75
		Total Cemetery	470.00	1.75	.00	471.75
100	7000	PARK DEPARTMENT	678.75	56.75	.00	735.50
100	7100	POOL EMPLOYEES	433.00	58.00	.00	491.00
		Total Park	1,111.75	114.75	.00	1,226.50
190	3100	SANITATION DEPARTM	1,704.25	33.75	.00	1,738.00
		Total Sanitation	1,704.25	33.75	.00	1,738.00
200	1000	UTILITY OFFICE	942.25	34.25	.00	976.50
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,540.25	24.75	.00	1,565.00
		Total Utility Offi	2,482.50	59.00	.00	2,541.50
210	2000	WASTEWATER TREATME	639.25	7.75	.00	647.00
210	2001	WASTEWATER COLLECT	1,491.50	53.50	.00	1,545.00
		Total Wastewater T	2,130.75	61.25	.00	2,192.00
211	4600	FILTER DEPARTMENT	776.25	69.00	.00	845.25
211	4700	WATER DEPARTMENT	1,518.93	167.50	.00	1,686.43
		Total Water	2,295.18	236.50	.00	2,531.68
		Grand Totals	20,778.68	2,644.25	96.00	23,518.93

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

**CITY OF MADISONVILLE, KY
ORDINANCE**

**AN ORDINANCE AMENDING CHAPTER 156 OF THE CITY OF MADISONVILLE CODE OF
ORDINANCES RELATING TO ESTABLISHING A PLANNED UNIT DEVELOPMENT (PUD)
CLASSIFICATION**

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

156.035 Planned Unit Development (PUD).

(A) Purpose:

The purpose of a Planned Unit Development is to permit a greater flexibility in land use regulations than is possible under conventional zoning regulations thereby allowing the developer to use a more creative approach in the development of land. A PUD encourages renewal of older sections of the City where new development is needed to revitalize an area and allows a variety of uses and structures to be placed on a single lot along with common recreational/open space. Ideally, this flexibility results in a development that is better planned, contains more amenities, is more desirable to live and work in and, ultimately, provides substantial benefits to the community and environment compared to the conventional zoning. Because of the flexibility and uniqueness of a PUD, additional requirements may be imposed to ensure that the proposed development pattern blends with its unique surroundings and is a benefit to the community at large.

(B) General Standards and Requirements:

- (1) A PUD should be in agreement with the Comprehensive Plan's Goal and Objectives.
- (2) Land must be deemed one lot. Any parcel of land including interior street(s) which is designed as and used for a planned unit development may be deemed to be one lot and under a single ownership or control. If there is more than one owner or entity with an interest in the project, then there shall be a commitment in writing by all owners and/or entities to work in unison toward completion of the project in conformity with this Ordinance.
- (3) The site area shall be at least three acres in area. However, in the interest of making use of the Planned Unit Development as a tool to implement the Comprehensive Plan, this size requirement may be waived to allow a PUD project on a site as small as one (1) acre in size if:
 - (a) The project has unique characteristics and benefits and/or;
 - (b) The parcel in question has unique characteristics that significantly impact development, such as having unusual shape or proportions, unusual topography or potentially incompatible land uses on surrounding property.
- (4) Most uses or mixture of uses may be approved within a PUD, provided that uses within the site are compatible and not injurious to the adjacent neighborhood or otherwise detrimental to the public health, safety and general welfare. Only the specific uses proposed in an approved application and shown on the Final Development Plan shall be allowed in the PUD District.
- (5) A PUD shall generally have a mixed-use layout (a combination of a variety of residential housing types, varying density levels, and commercial, institutional and/or recreational uses).
- (6) Measures shall be taken to assure compatibility with adjacent sites.
- (7) A minimum of ten percent (10%) of the land area should be set aside for Common Open Space for amenities for the PUD. Such amenities may include trails, sidewalks, recreational facilities, street trees, playgrounds, bus shelters and/or cluster mailboxes.

(C) Approval Process:

A PUD is approved in the same way as a zoning map amendment (rezoning). The Planning Commission holds a public hearing and then forwards their recommendation to the City of Madisonville for final action. A Development Plan, in accordance with the requirements as set forth herein, must accompany the request for a PUD. Any subdivision plans associated with the PUD, may be reviewed by the Planning Commission simultaneously with the PUD. A Planned Unit Development approval process includes three (3) steps.

- (1) The first step is to secure the PUD designation in the form of the map amendment. This step also requires the submittal of a Conceptual Plan outlining the entire tract. The Conceptual Plan must show general location and uses of all structures, parking and circulation patterns and common open/green space areas;
- (2) The second step is to submit the Preliminary Development Plan for review and approval. To expedite the approval process, the Preliminary Development Plan (as opposed to the Conceptual Plan) may be submitted when applying for the PUD designation. Should the PUD not be approved, the Preliminary Development Plan will become void;
- (3) The third step is the approval or disapproval of the Final Development Plan.

(D) Specific Steps:

The specific steps for approval are:

- (1) Pre-application conference with staff: At this conference, staff reviews a conceptional plan of the proposed PUD Development and makes substantive suggestions concerning process, timing, site design and layout as well as any other relevant matter. This meeting is required to assist the developer/applicant in making a complete application and expedite the process as well as minimize unnecessary costs.
- (2) Application is made to the City of Madisonville who will then forward the matter to the Planning Commission for a public hearing.
- (3) After final approval of the PUD designation, a Preliminary & Final Development Plan shall be submitted to the Planning Commission for its consideration and approval. The Preliminary Development Plan will be reviewed in the same manner as a Major Development Plan. In addition to all items required to be shown on a Major Development Plan, the additional information shall be required:
 - (a) Areas designated for each particular land use including a tabulation of total acreage of the site designated for various uses (i.e., parking, residential, commercial, streets, open/green spaces, etc.);
 - (b) Common open/green spaces and drafts of appropriate restrictive covenants and documents concerning construction, operation and administration of the area such as open/green spaces, stormwater facilities, etc.;
 - (c) Other conditions as applicable to the PUD;
 - (d) Review fees & development schedule.
- (4) Once all requirements of the Preliminary Development Plan have been satisfied and approved, a Final Development Plan, and any binding elements, shall be submitted for recording purposes.
 - (a) The Final Development Plan shall reflect all conditions and requirements imposed by the Planning Commission and/or legislative body during the approval process for the Preliminary Development Plan and/or the PUD designation.
 - (b) No building permit may be issued until such documents have been recorded.

(E) Expiration of Development Plan:

Construction shall be initiated within one (1) year from the date of the Final Development Plan approval by the Planning Commission. The Planning Commission may, however, grant an extension to the applicant, provided that:

- (1) A formal written request for the extension is presented to the Planning Commission at least sixty (60) days prior to the deadline; and
- (2) The written request explains the reasons that construction was not initiated within the time allotted.

(F) Changes and Modifications:

Any changes or modifications to the approved Final Development Plan, except for minor adjustments which may be approved by staff, shall be made in accordance with the procedure required by this Ordinance, subject to the same limitations and requirements as those under which such plans were originally approved. Minor changes may include minor shifting of the location of proposed streets, public or private ways, utility easements, parks or other open spaces. Such minor changes shall not affect the density, boundary lines, use, location of structures or amount of land devoted to open/green spaces.

(G) Revocation:

In the event of a failure to comply with the approved Final Development Plan, the Planning Commission may, after notice and hearing, revoke a Planned Unit Development application. For any future consideration, the Development Plan must be resubmitted in accordance with Section 156.035 (C) above.

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 3rd day of August, 2020 and the second reading on the 17th day of August, 2020. 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 17th day of August, 2020

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

Hopkins County Joint Planning Commission
Application No. MAD ZTA 20-001

IN RE: THE MATTER OF A TEXT AMENDMENT IN THE MADISONVILLE ZONING ORDINANCE ADDING CHAPTER 156 .035 PLANNED UNIT DEVELOPMENT. SEE ATTACHED TEXT.

This matter came before a public hearing held by the Hopkins County Joint Planning Commission on the application of the City of Madisonville for a change in the zoning text adding Chapter 156.035 Planned Unit Development. See attached text.

Findings of Fact

1. On July 23rd, 2020, a public hearing was held regarding the above referenced request for a zoning text amendment.
2. Legal notice was published in the Messenger on Wednesday, June 24th, 2020.
3. Staff gave an overview of the request. Madisonville Zoning Administrator Debbie Todd presented the text amendment. She stated this text amendment will allow flexibility and mixed uses. Questions were asked and answered.
4. All legal notice requirements had been met as confirmed by Madisonville Zoning Administrator Debbie Todd.
5. The public hearing was called open. No one spoke for or against the proposed zoning text amendment. The public hearing was closed.
6. Director Adkins discussed how this text amendment would create development design guidelines that would encourage originality, flexibility and innovation which is one of Madisonville's goals in the 2035 Adopted Comprehensive Plan.
7. Commissioner Thomas made a motion to forward a recommendation of approval to the City of Madisonville to revise the Madisonville Zoning Ordinance to include the addition of Chapter 156.035 Planned Unit Development as presented. Commissioner Black seconded. Motion was adopted with a unanimous roll-call vote with Commissioners voting as follows: Commissioner Black-yes, Commissioner Creekmur-yes, Commissioner Hefton-absent, Commissioner McGaw-yes, Chair McKnight-yes, Commissioner Thomas-yes, Vacant Seat, and Commissioner Wyatt-absent.

Conclusion and Recommendation

In conclusion, the Hopkins County Joint Planning Commission made a motion to recommend that the application to amend the zoning text with the addition of a new zoning district classification be approved based on the finding of fact that this zoning text amendment was in agreement with the adopted 2035 Comprehensive Plan Madisonville Goal of providing policies that would create development design guidelines that would encourage originality, flexibility and innovation. Motion carried upon a unanimous roll-call vote.



Derek E. Adkins, Director

Hopkins County Joint Planning Commission
Application No. MAD ZTA 20-001

CITY OF MADISONVILLE
ORDINANCE 2020-_____

AN ORDINANCE AMENDING CHAPTER 156 OF THE
CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO
ESTABLISHING A PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION

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

Chapter 156 of the City of Madisonville Code of Ordinances is hereby amended to provide as follows:

§ 156.035 Planned Unit Development (PUD).

(A) Purpose:

The purpose of a Planned Unit Development is to permit a greater flexibility in land use regulations than is possible under conventional zoning regulations thereby allowing the developer to use a more creative approach in the development of land. A PUD encourages renewal of older sections of the City where new development is needed to revitalize an area and allows a variety of uses and structures to be placed on a single lot along with common recreational/open space. Ideally, this flexibility results in a development that is better planned, contains more amenities, is more desirable to live and work in and, ultimately, provides substantial benefits to the community and environment compared to the conventional zoning. Because of the flexibility and uniqueness of a PUD, additional requirements may be imposed to ensure that the proposed development pattern blends with its unique surroundings and is a benefit to the community at large.

(B) General Standards and Requirements:

- (1) A PUD should be in agreement with the Comprehensive Plan's Goal and Objectives.
- (2) Land must be deemed one lot. Any parcel of land including interior street(s) which is designed as and used for a planned unit development may be deemed to be one lot and under a single ownership or control. If there is more than one owner or entity with an interest in the project, then there shall be a commitment in writing by all owners and/or entities to work in unison toward completion of the project in conformity with this Ordinance.
- (3) The site area shall be at least three acres in area. However, in the interest of making use of the Planned Unit Development as a tool to implement the Comprehensive Plan, this size requirement may be waived to allow a PUD project on a site as small as one (1) acre in size if:
 - (a) The project has unique characteristics and benefits and/or;
 - (b) The parcel in question has unique characteristics that significantly impact development, such as having unusual shape or proportions, unusual topography or potentially incompatible land uses on surrounding property.
- (4) Most uses or mixture of uses may be approved within a PUD, provided that uses within the site are compatible and not injurious to the adjacent neighborhood or otherwise detrimental to the public health, safety and general welfare. Only the specific uses proposed in an approved application and shown on the Final Development Plan shall be allowed in the PUD District.

Hopkins County Joint Planning Commission
Application No. MAD ZTA 20-001

- (5) A PUD shall generally have a mixed-use layout (a combination of a variety of residential housing types, varying density levels, and commercial, institutional and/or recreational uses).
- (6) Measures shall be taken to assure compatibility with adjacent sites.
- (7) A minimum of ten percent (10%) of the land area should be set aside for Common Open Space for amenities for the PUD. Such amenities may include trails, sidewalks, recreational facilities, street trees, playgrounds, bus shelters and/or cluster mailboxes.

(C) Approval Process:

A PUD is approved in the same way as a zoning map amendment (rezoning). The Planning Commission holds a public hearing and then forwards their recommendation to the City of Madisonville for final action. A Development Plan, in accordance with the requirements as set forth herein, must accompany the request for a PUD. Any subdivision plans associated with the PUD, may be reviewed by the Planning Commission simultaneously with the PUD. A Planned Unit Development approval process includes three (3) steps.

- (1) The first step is to secure the PUD designation in the form of the map amendment. This step also requires the submittal of a Conceptual Plan outlining the entire tract. The Conceptual Plan must show general location and uses of all structures, parking and circulation patterns and common open/green space areas;
- (2) The second step is to submit the Preliminary Development Plan for review and approval. To expedite the approval process, the Preliminary Development Plan (as opposed to the Conceptual Plan) may be submitted when applying for the PUD designation. Should the PUD not be approved, the Preliminary Development Plan will become void;
- (3) The third step is the approval or disapproval of the Final Development Plan.

(D) Specific Steps:

The specific steps for approval are:

- (1) Pre-application conference with staff: At this conference, staff reviews a conceptional plan of the proposed PUD Development and makes substantive suggestions concerning process, timing, site design and layout as well as any other relevant matter. This meeting is required to assist the developer/applicant in making a complete application and expedite the process as well as minimize unnecessary costs.
- (2) Application is made to the City of Madisonville who will then forward the matter to the Planning Commission for a public hearing.
- (3) After final approval of the PUD designation, a Preliminary & Final Development Plan shall be submitted to the Planning Commission for its consideration and approval. The Preliminary Development Plan will be reviewed in the same manner as a Major Development Plan. In addition to all items required to be shown on a Major Development Plan, the additional information shall be required:
 - (a) Areas designated for each particular land use including a tabulation of total acreage of the site designated for various uses (i.e., parking, residential, commercial, streets, open/green spaces, etc.);
 - (b) Common open/green spaces and drafts of appropriate restrictive covenants and documents concerning construction, operation and administration of the area such as open/green spaces, stormwater facilities, etc.;
 - (c) Other conditions as applicable to the PUD;
 - (d) Review fees & development schedule.

Hopkins County Joint Planning Commission
Application No. MAD ZTA 20-001

- (4) Once all requirements of the Preliminary Development Plan have been satisfied and approved, a Final Development Plan, and any binding elements, shall be submitted for recording purposes.
 - (a) The Final Development Plan shall reflect all conditions and requirements imposed by the Planning Commission and/or legislative body during the approval process for the Preliminary Development Plan and/or the PUD designation.
 - (b) No building permit may be issued until such documents have been recorded.
- (E) Expiration of Development Plan:
Construction shall be initiated within one (1) year from the date of the Final Development Plan approval by the Planning Commission. The Planning Commission may, however, grant an extension to the applicant, provided that:
 - (1) A formal written request for the extension is presented to the Planning Commission at least sixty (60) days prior to the deadline; and
 - (2) The written request explains the reasons that construction was not initiated within the time allotted.
- (F) Changes and Modifications:
Any changes or modifications to the approved Final Development Plan, except for minor adjustments which may be approved by staff, shall be made in accordance with the procedure required by this Ordinance, subject to the same limitations and requirements as those under which such plans were originally approved. Minor changes may include minor shifting of the location of proposed streets, public or private ways, utility easements, parks or other open spaces. Such minor changes shall not affect the density, boundary lines, use, location of structures or amount of land devoted to open/green spaces.
- (G) Revocation:
In the event of a failure to comply with the approved Final Development Plan, the Planning Commission may, after notice and hearing, revoke a Planned Unit Development application. For any future consideration, the Development Plan must be resubmitted in accordance with Section 156.035 (C) above.

**APPLICATION FOR CONDITIONAL USE PERMIT**

CITY OF MADISONVILLE

Application No. _____ Date _____

Applicant's Name _____ Phone No. _____

Address _____

Email Address _____

Owner's Name _____ Phone No. _____

Address _____

Email Address _____

Subject Property's Location _____

1. A generalized drawing of the area, including existing & proposed buildings and parking arrangement, must accompany this application
2. A copy of the aerial PVA map depicting subject property must be provided.
3. A legal description of the property(s) under consideration must be attached.

Present Zoning _____ PVA (Property Valuation Administrator) Parcel No. _____

Describe the request being made and the reason the request is needed.

A separate sheet must be attached to this application listing the names and addresses of all abutting property owners and those immediately across the road. This information may be obtained from the Hopkins County Property Valuation Office located in the Courthouse Annex at 25 East Center Street.

I do hereby agree that the information provided herein is both complete and accurate, to the best of my knowledge, and I understand that any inaccuracies may be considered just cause for invalidation of this application.

Date _____ Signed _____

(A fee of \$100 must accompany conditional use permit application. Check to be made payable to the City of Madisonville)

FOR OFFICIAL USE ONLY

Permit Fee _____ Date Paid _____ Received By _____

Date of Public Hearing _____ Action _____

Direct all correspondence to: Debbie Todd, Zoning Administrator
City of Madisonville
67 North Main Street
Madisonville, KY 42431
Phone (270) 824-2108
Fax (270) 824-2168
dtodd@madisonivlegov.com

**CITY OF MADISONVILLE
RESOLUTION**

SURPLUS OF POLICE VEHICLES

WHEREAS, the Madisonville Police Department is requesting to surplus the following vehicles:

- **2007 Gold Ford Crown Victoria Sedan**
- **2003 Blue Ford Crown Victoria Sedan**

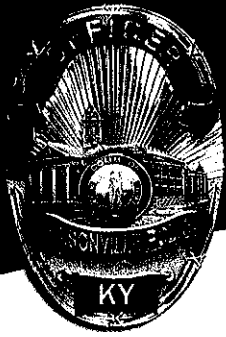
WHEREAS, the Police Department requests to dispose of the surplus vehicles per KRS 82.083.

NOW THEREFORE, BE IT RESOLVED:

1. The above vehicles are no longer in service and are declared surplus.
2. The Police Department is authorized to dispose of the surplus vehicles by means of public or electronic auction (KRS 82.083).

ADOPTED on this 17th day of August, 2020.

ATTEST:



Madisonville Police Department

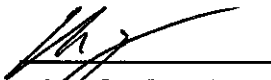
Kevin Co
Mayor 8.A.A.a

Chris Taylor
Chief of Police

The following Madisonville Police Department vehicles are no longer in service and should be marked as surplus property for auction:

2007 Gold Ford Crown Victoria Sedan 4 Door V8 Police Interceptor VIN# 2FAFP71W77X111518 with approximately 99,959 miles. Vehicle was removed from Patrol Supervisor assignment and reassigned to Administration Division and used for non-patrol duties.

2003 Blue Ford Crown Victoria Sedan 4 Door V8 VIN# 2FAFP71W33X189871 with approximately 122,000 miles. Vehicle was assigned as Administration vehicle and used for non-patrol duties. This vehicle has extensive paint damage.


Chief of Police

Attachment: surplus police (1770 : SURPLUS OF POLICE VEHICLES)

**CITY OF MADISONVILLE
RESOLUTION**

**RESOLUTION TO AUTHORIZE MAYOR KEVIN COTTON TO EXECUTE AN AGREEMENT
ON BEHALF OF THE CITY OF MADISONVILLE FOR GEOGRAPHIC INFORMATION
SYSTEMS**

WHEREAS, the City of Madisonville desires to enter into a data agreement with the Hopkins County Fiscal Court for Geographic Information Systems (GIS); and

WHEREAS, the Hopkins County GIS Office serves as the custodian for all GIS information for the Hopkins County Fiscal Court and the City of Madisonville Fire Department will benefit by utilizing the Hopkins County Fiscal Court GIS Office's data information;

NOW THEREFORE, BE IT RESOLVED; Mayor Kevin Cotton is hereby authorized to execute an agreement on behalf of the City of Madisonville to access the GIS data.

ADOPTED on this 17th day of August, 2020.

ATTEST:

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of August 2020, by and between the City of Madisonville and the Hopkins County Fiscal Court;

WHEAREAS, the Hopkins County Fiscal Court has acquired data for its Geographic Information Systems (GIS); and

WHEREAS, the Hopkins County GIS Office serves as the custodian for all GIS information for the Hopkins County Fiscal Court; and

WHEREAS, the City of Madisonville Fire Department, will benefit by utilizing the Hopkins County Fiscal Court's GIS Office's data information; and

WHEREAS, the Hopkins County Fiscal Court requires the execution of a Data Agreement for the supply and/or use of GIS information setting out terms of the use and supply of such,

THEREFORE, in consideration of the Hopkins County Fiscal Court allowing the City of Madisonville Fire Department, access to the GIS data, the City of Madisonville and Hopkins County KY Fiscal Court agrees as follows:

1. This agreement will remain in force and effective for four (4) years from the commencement date. Unless written notice delivered to either party at least ninety (90) days prior to the initial term or any renewal term of this Agreement, this Agreement shall automatically renew at the end of the initial term upon the same terms and conditions as set forth herein.
2. The City of Madisonville hereby acknowledges the Hopkins County GIS Office as custodian of all GIS data files and records.

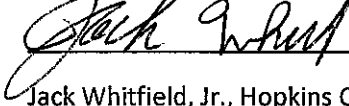
3. The Hopkins County GIS Office shall deliver to the City of Madisonville Fire Department the requested GIS data in ESRI shapefile (.shp) format.
4. The City of Madisonville and it's Fire Department agree not to release, publish, or otherwise disseminate the provided data to any other person, firm, business or entity except to those necessary for the purpose of providing a map for the use of the City of Madisonville Fire Department.
5. The City of Madisonville is prohibited from using GIS data for commercial purposes.
6. The City of Madisonville acknowledges that the data was developed for use by the Hopkins County Fiscal Court for general mapping and information purposes, and is not suitable for application requiring a high degree of accuracy. Any other use or application of this information is the responsibility of the City of Madisonville, and such use is at the City of Madisonville's own risk. The Hopkins County Fiscal Court disclaims all liability regarding the fitness of this information for the City of Madisonville's application.
7. In the event that the City of Madisonville wishes to supply data to the Hopkins County Fiscal Court, such data shall be in a format as outlined by the Hopkins County GIS, and may become part of the GIS data.
8. This Agreement may be modified only upon the written agreement executed by the parties.

IN TESTIMONY WHEREOF, witness the hands of the parties, by and through their authorized representatives.

CITY OF MADISONVILLE

Kevin Cotton, City of Madisonville Mayor

HOPKINS COUNTY FISCAL COURT



Jack Whitfield, Jr., Hopkins County Judge/Executive

Approved as to form:

Dept. of Local Government

Attachment: gis agreement (1773 : RESOLUTION TO AUTHORIZE MAYOR COTTON TO EXECUTE AN AGREEMENT FOR GIS DATA)

**CITY OF MADISONVILLE
RESOLUTION**

ACCEPT BID FOR OPERATING LINE OF CREDIT

WHEREAS, the City of Madisonville advertised bids for an Operating Line of Credit to be opened on August 13, 2020 at 10:00 a.m.; and

WHEREAS, the City of Madisonville received four bids as follows:

Name	Bid Amount
Independence Bank	Wall street journal prime rate minus 25bps floating daily (as of today's rate 3.0%) Floor rate of 3% - maturity date 1 year no fee
Hancock Bank	Prime rate minus 1% Example 3.25%-1%= 2.25% - 1 year - \$2,500.00 loan fee
First United Bank	2.75% - 1 year maturity - no fees
Farmers Bank	4% - 36 month - no fees

WHEREAS First United Bank was the best bid received and it met all specifications that were required by the City of Madisonville.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to First United Bank for the operating line of Credit and the City authorizes Mayor Cotton to sign all documents and paperwork necessary for the line of credit.

ADOPTED on this 17th day of August, 2020.

ATTEST:

City of Madisonville, KY

Bid Opening Line of Credit

Date of Bid Opening: 8/13/2020

Time of Bid Opening: 10:00 am local time

Location of Bid Opening: 67 N Main St, Madisonville, KY 42431

Name	Bid Amount
Independence Bank	Wall street journal prime rate minus 25bps floating daily (as of today's rate 3.0%) Floor rate of 3% - maturity date 1 year no fee
Hancock Bank	Prime rate minus 1% Example 3.25%-1%= 2.25% - 1 year - \$2,500.00 loan fee
First United Bank	2.75% - 1 year maturity – no fees
Farmers Bank	4% - 36 month – no fees

Attachment: Line of credit bids (1774 : ACCEPT BID FOR OPERATING LINE OF CREDIT)



Independence Bank



August 7, 2020

City of Madisonville
Attn: Cory Alexander
77 N. Main St.
Madisonville, ky. 42431

RE: Loan Bid Request

Dear Cory:

Independence Bank ("IB") will be pleased to consider establishing a lending relationship with the City of Madisonville in the amount and under the conditions outlined below.

FOR DISCUSSION PURPOSES ONLY. THE FOLLOWING DOES NOT REPRESENT A COMMITMENT TO LEND, BUT IS MERELY A NON-BINDING INDICATION OF TERMS AND CONDITIONS WHICH ARE SUBJECT TO FURTHER REVIEW, DISCUSSION AND APPROVAL BY IB.

Borrower: City of Madisonville

Loan Amount: \$2,500,000

Type of Commitment: Line of Credit

Interest Rate: Wall Street Journal Prime Rate minus 25 BPS Floating Daily (as of today's date 3.0%)
With a floor rate of 3.0% (No loan fees)

Repayment: Interest monthly based on daily outstanding balance

Maturity Date: 1 year

Security/Collateral: To be determined by borrower and bank to sufficiently secure for term of the loan.

Other Conditions: Subject to proper underwriting of financial information
Subject to certification from City Attorney and City Council authorizing City to borrow.

This Term Sheet will expire on 9/13/2020 unless amended by both parties

Sincerely,

Kent T. Mills
Hopkins County President

1950 Scottsville Road, Bowling Green, KY 42104, 270-781-1776

The more you know,
the safer your money.





August 12, 2020

Mr. Cory Alexander
City of Madisonville
67 N. Main Street
Madisonville, Kentucky 42431

Re: Line of Credit Commitment

Dear Cory:

On behalf of Hancock Bank & Trust Company we would like to submit the following terms of our Line of Credit commitment to the City of Madisonville:

- Term: One year working line of credit.
- Loan amount: \$2.5 Million
- Rate: Prime Rate as published in Wall Street Journal floating daily minus 1%.
-For Example: as of today 3.25% - 1% = 2.25%
- Fee: \$2,500.00 loan fee paid at the time of loan closing.
- Collateral: Secured by accounts receivable by City of Madisonville Electrical and Sanitation Departments.

I thank you for the opportunity to submit this proposal and please call on me at anytime if I can further assist.

Sincerely,

R. Steven Cox
President

Attachment: Line of credit bids (1774 : ACCEPT BID FOR OPERATING LINE OF CREDIT)

Credit Line Bid

Introduction

First United Bank and Trust Company (the "Bank") submits the following proposal to the City of Madisonville, Kentucky (the "City").

We are pleased to provide the City with personal contact information. For any issues or concerns please feel free to contact:

Primary Contact:

Chris Findley, Senior Vice President/Chief Lending Officer, 270-824-1608, cell 270-505-5466

Secondary Contacts:

Chuck Shockley, VP/Business Banking Officer, 270-643-1672, cell 270-836-3724

J. Jason Hawkins, President and CEO, 270-824-1633, cell 270-875-8883

Loan services offered

An Operating Line of Credit will be made established by the Bank for all City short-term cash flow needs.

Loan terms

Loan Amount - \$2,500,000

Interest Rate - 2.75% (Tax-exempt)

Loan Fees - \$0 / Waived

Repayment Schedule - monthly interest only payments with principal due at maturity

Maturity - one year from the date of loan consummation

Prepayment Penalty - no pre-payment penalties

Conditions

The Bank to obtain first and prior lien on the City's Accounts Receivable for the Light and Sanitation Funds.

The Bank to obtain a certified letter from City Attorney, Joe Evans, or confirming the City's eligibility for a tax-exempt rate.

The City will provide the Bank with quarterly financial statements and annual audits.

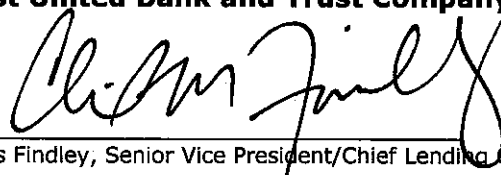
The terms of this bid will remain open for acceptance until September 1, 2020.

Annual Review

Renewal of Credit Line will be subject to an annual review of the City's financial condition.

Submitted By:

First United Bank and Trust Company



Chris Findley, Senior Vice President/Chief Lending Officer

Accepted By:

City of Madisonville, Kentucky

Dated: _____

Printed: _____

Title: _____

Attachment: Line of credit bids (1774 : ACCEPT BID FOR OPERATING LINE OF CREDIT)



August 11, 2020

City of Madisonville, Kentucky

Dear Mr. Alexander:

In regard to your recent request for bid, Farmers Bank and Trust Company is pleased to extend its bid to lend based upon the following terms and conditions.

1. Borrower(s). The City of Madisonville
2. Loan. The amount and terms of the Loan shall be as follows:
 - A. Purpose. The purpose of the loan is operating line of credit.
 - B. Term. Loan shall have a term 36 months.
 - C. Amount. The maximum amount of the Loan to be advanced shall not exceed \$2,500,000.
 - D. Interest Rate. Borrower shall pay a fixed interest rate of 4%
 - F. Origination Fee. Borrower shall pay \$0 on any fees or cost associated with this request.
3. Security. The Loan shall be secured by the following: Unsecured
 - B. Financial Reporting. The Borrower and Guarantors will provide the Lender, upon request, with updated personal financial statements in a format acceptable to Lender.
 - C. Operating Account. Borrower to establish Business operating account with Lender for LOC use.
4. Acceptance. The terms of this bid will remain open until August 31, 2020 as long as an accepted copy is delivered to the Lender along with the last 2 years of complete financial statements. This is a bid and not an approval. The approval of this request is subject to review of financial statements and normal underwriting practices of Farmers Bank and Trust.

Sincerely,

A handwritten signature in black ink that reads "Scott Audas".

Scott Audas
Chief Credit Officer and Corporate Board Member
Farmers Bank and Trust

www.Farmers247.com
1-855-430-BANK

Attachment: Line of credit bids (1774 : ACCEPT BID FOR OPERATING LINE OF CREDIT)

ACKNOWLEDGEMENT

We accept the terms and conditions of this request for proposal.

Name and Title of Signer

Date

Name and Title of Signer

Date

Attachment: Line of credit bids (1774 : ACCEPT BID FOR OPERATING LINE OF CREDIT)

**CITY OF MADISONVILLE
RESOLUTION**

ACCEPT BID FOR CHECK VALVE FOR GREEN RIVER PUMP STATION

WHEREAS, the City of Madisonville advertised bids for a check valve for the Green River Pump Station to be opened on August 14, 2020 at 10:30 a.m.; and

WHEREAS, the City of Madisonville received four bids as follows:

Name	Bid Amount
Layne Granite	\$50,880.00
Guthrie Sales	\$39,909.00 Apco Model
Guthrie Sales	\$36,990.00 Valmatic Model
Hydro Controls	\$28,468.00

WHEREAS, Hydro Controls was the lowest bid received that and it met all specifications that were required by the City of Madisonville.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to Hydro Controls for a check valve at Green River Pump Station in the amount of \$28,468.00.

ADOPTED on this 17th day of August, 2020.

ATTEST:

City of Madisonville, KY

Bid Opening Check Valve

Date of Bid Opening: 8/14/2020

Time of Bid Opening: 10:30 am local time

Location of Bid Opening: 67 N Main St, Madisonville, KY 42431

Name	Bid Amount
Layne Granite	\$50,880.00
Guthrie Sales	\$39,909.00 Apco Model
Guthrie Sales	\$36,990.00 Valmatic Model
Hydro Controls	\$28,468.00

Attachment: Check Valve (1775 : ACCEPT BID FOR CHECK VALVE FOR GREEN RIVER PUMP STATION)



Louisville Office
1301 E Main St.
Louisville, KY 40206

T 502-585-1241
graniteconstruction.com

August 12th, 2020

Madisonville Water Department
77 N. Main Street
Madisonville, KY 42431

Subject: RWP2 Check Valve Installation

Layne pleased to offer the following bid to supply the necessary labor, equipment, and materials to remove a section of pipe and install a check valve in the discharge piping for the Raw Water Pump #2 at the Green River Pump Station.

Project Scope:

Our crew will remove the 33" long straight section of pipe. Then, the new valve will be installed in the place of the removed pipe. The valve to be supplied will be a GA Industries 18" 7125-TU Tilting Disk Check Valve. The flanges will be rated for 250 lb. Layne shall also supply the necessary gaskets and hardware to install the valve.

Pricing:

Total Bid for Labor, Equipment, and Materials-----\$50,880.00

Additional Work:

In the event that other repairs need to be made outside of the scope of the project or complications occur that are not the fault of Layne, Layne can be contracted to perform many pump, valve, and piping services at the rate of \$185/hr for a two man crew. In the event that a crane is required, it will cost an additional \$40/hr for a 30 ton crane.

We appreciate this and any opportunity to serve you and the City of Madisonville. If you have any questions about this project or our pricing, don't hesitate to contact me at your earliest convenience.

Sincerely,
LAYNE CHRISTENSEN COMPANY

Dylan Ellis
Account Manager

Attachment: Check Valve (1775 : ACCEPT BID FOR CHECK VALVE FOR GREEN RIVER PUMP STATION)

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within on (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18% per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and cost incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date or the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

Attachment: Check Valve (1775 : ACCEPT BID FOR CHECK VALVE FOR GREEN RIVER PUMP STATION)



7003 Chadwick Drive, Suite 300
Brentwood, Tennessee 37027
(615) 377-3952 • Fax (615) 373-2701

8.A.D.a

QUOTE

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, CORRESPONDENCE, ETC.

No. 2013

PAGE 1

CUSTOMER MADISONVILLE, KY, GREEN RIVER PS
850 LAKE PEE WEE ROAD
MADISONVILLE, KY 42431
ATTN: CHECK VALVE BID

DATE 8/12/2020		SPEC. NO.		PROJECT NAME MADISONVILLE, KY WTP	
REQUISITION NO.		TERMS NET 30 DAYS		FOR DELIVERY INSTRUCTIONS CONTACT:	
Est. Lead Time 26 WEEKS ARO	FOB Freight Allowed	SHIP VIA Best Way			
COMMENTS CHECK VALVE BID FOR THE GREEN RIVER PUMP STATION					
ITEM NO.	QUANTITY	DESCRIPTION	U/M	UNIT PRICE	TOTAL PRICE
1	1	APCO MODEL CSD,18,800,F2,DI,DI-BRZ,TMD. 18" 250# FLANGED TILTED DISC CHECK VALVE WITH TOP MOUNTED BUFFER	EA	\$39,909.00	\$39,909.00
		TOTAL THIS ORDER			\$39,909.00

ACKNOWLEDGEMENT ATTACHED - SIGN & RETURN

AUTHORIZED SIGNATURE

John F. Park, Jr.
John Park Jr.

Attachment: Check Valve (1775 : ACCEPT BID FOR CHECK VALVE FOR GREEN RIVER PUMP STATION)

Note: Payment terms are NET 30 days with approved credit. VISA and MasterCard are also accepted payment methods; all payments are subject to a 3% processing fee.

Packet Pg. 37



7003 Chadwick Drive, Suite 300
Brentwood, Tennessee 37027
(615) 377-3952 • Fax (615) 373-2701

8.A.D.a

QUOTE

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, CORRESPONDENCE, ETC.

No. 1991

PAGE 1

CUSTOMER MADISONVILLE, KY, GREEN RIVER PS
850 LAKE PEE WEE ROAD
MADISONVILLE, KY 42431
ATTN: CHECK VALVE BID

DATE 7/22/2020		SPEC. NO.		PROJECT NAME MADISONVILLE, KY WTP	
REQUISITION NO.		TERMS NET 30 DAYS		FOR DELIVERY INSTRUCTIONS CONTACT:	
Est. Lead Time 26-28 WEEKS	FOB Freight Allowed	SHIP VIA Best Way			
COMMENTS CHECK VALVE BID FOR THE 18" CV AT THE RW INTAKE					
ITEM NO.	QUANTITY	DESCRIPTION	U/M	UNIT PRICE	TOTAL PRICE
1	1	18" VALMATIC MODEL #9718T, 250# FLG Tilted Disc Check Valve with TMOD 26-28 weeks ARO (33" Face to Face dim.)	EA	\$36,990.00	\$36,990.00
TOTAL THIS ORDER					\$36,990.00

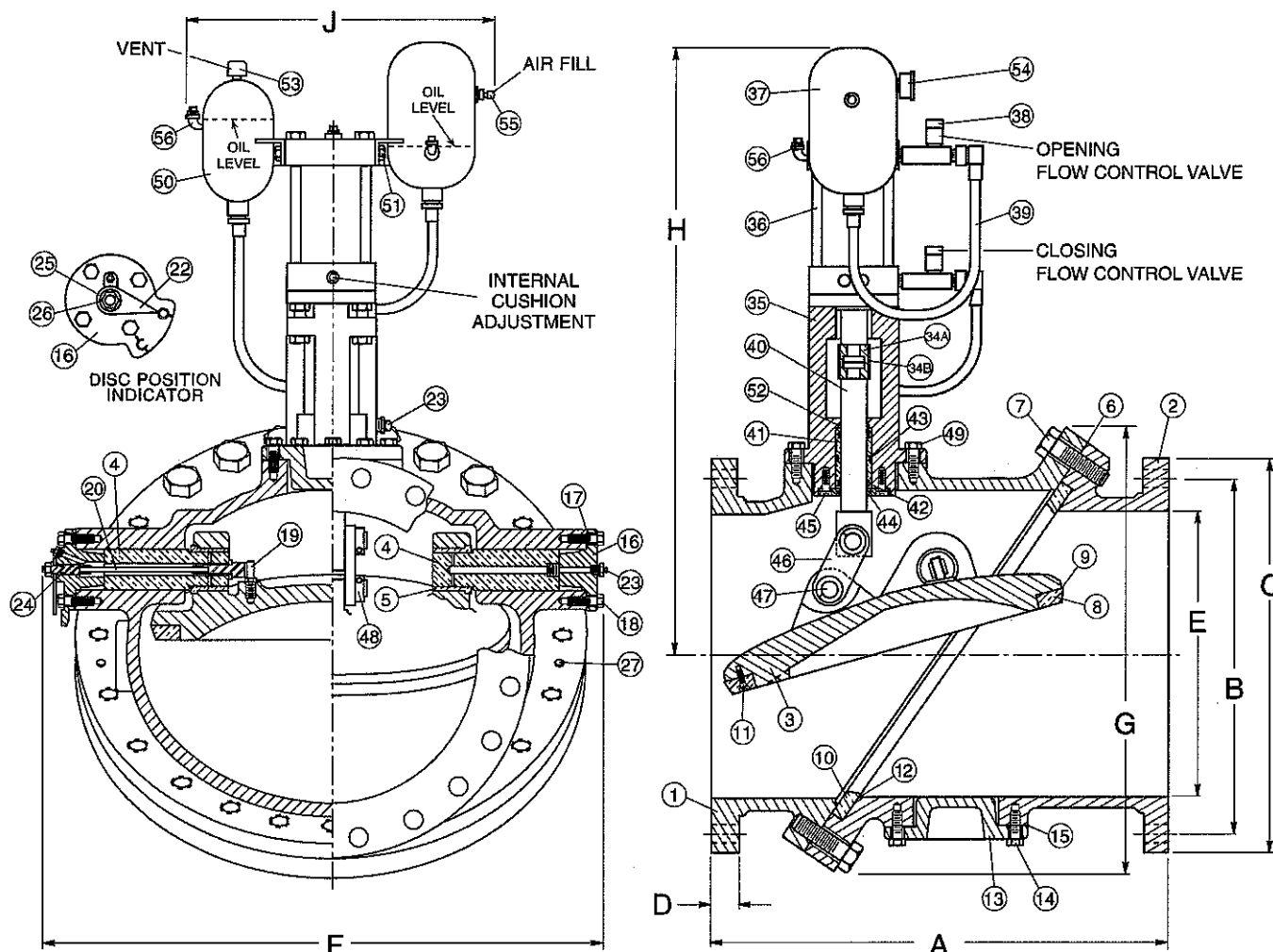
ACKNOWLEDGEMENT ATTACHED - SIGN & RETURN

AUTHORIZED SIGNATURE
Tom Guthrie Jr.

Attachment: Check Valve (1775 : ACCEPT BID FOR CHECK VALVE FOR GREEN RIVER PUMP STATION)

Note: Payment terms are NET 30 days with approved credit. VISA and MasterCard are also accepted payment methods; all payments are subject to a 3% processing fee.

Packet Pg. 38



SEE DRAWING NUMBER VM-9712T-M FOR ANSI CLASS 250 MATERIALS OF CONSTRUCTION.

ANSI CLASS 250												
VALVE SIZE	MODEL NO.	A	B	C	D	E	F	G	H	J	BOLT SIZE	NO. OF BOLTS
12	9712T	24.00	17.75	20.50	2.00	12.00	26.00	21.00	34.00	21.00	1 1/8	16
14	9714T	30.00	20.25	23.00	2.13	14.00	29.00	25.00	36.00	21.00	1 1/8	20
16	9716T	30.00	22.50	25.50	2.25	16.00	32.00	28.00	43.00	24.00	1 1/4	20
18	9718T	33.00	24.75	28.00	2.38	18.00	36.00	30.00	45.00	24.00	1 1/4	24
20	9720T	32.00	27.00	30.50	2.50	20.00	39.00	32.00	53.00	28.00	1 1/4	24
24	9724T	38.00	32.00	36.00	2.75	24.00	46.00	37.00	56.00	28.00	1 1/2	24
30	9730T	52.00	39.25	43.00	3.00	30.00	55.00	47.00	66.00	36.00	1 3/4	28
36	9736T	59.50	46.00	50.00	3.38	36.00	65.00	51.00	78.00	36.00	2	32
42	9742T	62.50	52.75	57.00	3.69	42.00	73.00	59.00	89.00	43.00	2	36
48	9748T	65.00	60.75	65.00	4.00	48.00	82.00	69.00	99.00	43.00	2	40
54	9754T	78.00	62.75	66.25	3.00	54.00	90.88	75.00	122.50	48.00	1 3/4	44

NOTE:

FOR VERTICAL FLOW UP INSTALLATION, CONSULT FACTORY.

Revised 8-4-16

ANSI CLASS 250 TILTED DISC® CHECK VALVE W/ TOP MOUNTED OIL DASHPOT

DATE 8-13-82

VAT-MATIC® VALVE AND MANUFACTURING CORP.

DRWG. NO.

VM-9712T

The following Terms and Conditions are an integral part and material terms of any agreement of Guthrie Sales & Service Company's offer to sell the equipment offered in this proposal.

- A. **SHIPMENT:** If Drawings for approval are required: After receipt of complete information at factory, Drawings can be prepared in approximately 2 weeks and after approval of Drawings, shipment can be made in approximately 24-28 weeks. Prices maintained firm for a period of thirty (30) days from date of this proposal.
- B. **TERMS:** The prices quoted by Guthrie Sales & Service Co., Inc. are subject to the following payment terms:
 100% OF FULL INVOICE PAID WITHIN THIRTY (30) DAYS.
 Failure to pay 100% of amount of invoice within 30 days will result in:
 1. 1 ½% monthly compounded interest on all late payments.
 2. Notification of bonding company.
 3. Account turned over for collection.
 4. Liability for costs and attorney's fees.
- C. **TAXES:** We do not include in this quotation any Federal, State, or Municipal Sales, Use or Gross Income Tax which may be chargeable against the equipment offered. Any such tax with Guthrie Sales & Service Co., Inc. shall be liable for the payment or collection of shall be paid by the Buyer, although not specifically set out as an item in the price herein.
- D. **PENALTIES:** Guthrie shall in no event be responsible or liable for any penalties or liquidated damages.
- E. **CLAIMS FOR LOSS OR DAMAGE IN TRANSIT:** Since material is sold "F.O.B. works" or "F.O.B. works, freight allowed to destination" the responsibility for filing claims for loss or damage in transit is the Buyer's. We will assist and cooperate with the Buyer in handling such problems. Guthrie Sales & Service Co., Inc. shall not be liable for any damages relating to any losses or damage incurred in transit.
- F. **WARRANTY:** The manufacturer or factory provides a standard warranty which will be provided to you. In the event of failure of the material or mechanical parts within one year of installation or 15 months from the date of delivery (whichever occurs first), and if such failure is attributable to defects in the material furnished found to have existed at the time of delivery, the manufacturer's liability is limited to furnishing necessary replacement material or parts. Guthrie Sales & Service Co., Inc. shall not be responsible or liable for installation, labor or materials or any costs or expenses associated with the installation of materials or for any incidental or consequential damages.
- G. **ACCEPTANCE OF THE PROPOSAL:** This proposal is subject to Buyer's offer to purchase and to the subsequent acceptance by an Officer of Guthrie Sales & Service Co., Inc. at Brentwood, TN. Thereupon it will become the entire agreement between the Buyer and Guthrie Sales & Service Co., Inc. notwithstanding any previous communications or negotiations, whether oral or written. There are no covenants or agreements, inducements, guarantees, warranties, additions or considerations other than as set out specifically herein. The parties intend to be legally bound hereby and to be governed by Tennessee law upon the execution of this instrument as a contract. In the event the Buyer issues his own purchase order or prepares a contract based on this proposal, the conditions contained herein shall be deemed to be incorporated in the said purchase order or contract unless specifically agreed in writing by Guthrie Sales & Service Co., Inc.
- H. **SPECIAL CONDITIONS:** No back charges or delay in payment for equipment shipped will be accepted by Guthrie Sales & Service Co., Inc. unless authorized in advance and confirmed in writing by Guthrie Sales & Service Co., Inc. The delivery of products as stated is based upon the knowledge of the availability of raw materials at the time of our quotation. Delays by our supplier due to shortages of raw materials together with delays in manufacturing and deliveries of other necessity and other reasons may impair the ability to ship within times quoted. We wish to assure you Guthrie Sales & Service Co., Inc. will do its utmost to meet your required delivery dates during these uncertain times. However, we cannot be held responsible for delays and shortages of materials caused by conditions beyond our control, and Guthrie Sales & Service Co., Inc. shall not be liable for any damages resulting from any delays.
- I. The services of a factory-trained service engineer will be provided for initial checkout, start up and operational checks and to instruct the operating personnel on the operation and maintenance of the equipment. The time required for this shall not exceed 1 days of service.
- This start up service does not include instructions on the installation of the equipment, testing the equipment, nor operator instruction other than what can be accomplished in the above allotted time.
- If field service is required other than at start up, the cost for this additional service will be at the prevailing service rates.
- Service calls made on equipment not ready for start up shall be counted as additional service and invoiced accordingly.
- Service calls/start up requests must be made at least two (2) weeks prior to the requested date. Requests must be cancelled a minimum of forty-eight (48) hours prior to the scheduled arrival time of the service engineer to avoid being charged for the call.
- J. In the event any action must be taken by Guthrie Sales & Service Co., Inc. to collect any amounts due and owing to it or enforce these Terms and Conditions, Buyer agrees to and shall pay any and all costs and attorney's fees of Guthrie Sales & Service Co., Inc. If any action is brought by Buyer relating to these Terms and Conditions, Buyer agrees to and shall bring such action in the courts in Davidson County, Tennessee, and Buyer consents to the personal jurisdiction of the courts in Davidson County, Tennessee.

We offer to purchase the material and equipment quoted in accordance with the terms and conditions herein.

BUYER:

By: _____

Respectfully Submitted,

GUTHRIE SALES & SERVICE CO., INC.

By: Jan Peterson

Offer to Purchase is accepted.

GUTHRIE SALES & SERVICE CO., INC. (Seller)

By: _____

Attachment: Check Valve (1775 : ACCEPT BID FOR CHECK VALVE FOR GREEN RIVER PUMP STATION)

Hydro Controls, Inc.

473 Cincinnati-Batavia Pike, Suite 2
Cincinnati, OH 45244

Phone: (513) 474-7400

Fax: (513) 474-7401

General Email: valves@hydrocontrols.net

Quotation

8/11/2020 Quote #: Q20-456

Kim Blue

Madisonville City Clerk

67 N. Main St.

Madisonville, KY 42431-

Phone:

Fax:

Check Valve Bid:

Item	Qty.	
1	1	18" G.A. Industries Fig. No. 7125TU Tilting Disc Check Valve With Top Mounted Dashpot, Upstream and Downstream Inspection Ports, Ductile Iron A536 Disc & Body, Bronze 95400 Disc Seat Ring and Body Seat Ring, FF&D 250 ANSI Flanges, Interior and Exterior 2-Part NSF 61 Epoxy.

Quoted By: Adam McCarthy

Total Net Selling Price: \$28,468.00

SHIPPING SCHEDULE: Lead-times are dependent upon the specific factory's manufacturing schedule at the time an order is released to production. Approximate delivery will be confirmed after equipment is approved and released to production.

SHIPPING SCHEDULE: Subject to prior sales, this order should ship approximately 16 to 20 weeks after receipt of order/approved submittals and the factory's release to production. Shipping schedule will be confirmed after the order has been entered into the factory's production schedule.

F.O.B.: Factory with full freight included to the first destination via standard ground delivery but not unloaded.

>>>>>NOTE: In the event you wish to honor us with an order please issue your order to Hydro Controls Inc., 473 Cincinnati-Batavia Pike, Suite 2, Cincinnati, OH 45244 or fax to (513) 474-7401<<<<<

TERMS: Net 30 days. No federal, state or local sales taxes are included in the above pricing. Pricing is subject to change after 30 days.

Thank you for the opportunity to offer our quotation and if we can be of additional assistance please do not hesitate to call.

Check Valve Bid

Attachment: Check Valve (1775 : ACCEPT BID FOR CHECK VALVE FOR GREEN RIVER PUMP STATION)

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

**IN RE: RE-APPOINTMENT OF DAVID THOMAS TO THE HISTORIC DISTRICT
COMMISSION**

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

1. That David Thomas shall be, and hereby is, re-appointed to the Historic District
Commission.
2. That the term of David Thomas shall be for three (3) years and ending August 1, 2023.
3. That David Thomas 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.

This the 17th of August, 2020.

ATTEST:

CITY OF MADISONVILLE
OFFICE OF THE MAYOR
EXECUTIVE ORDER

EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF NICK FOSTER TO HOUSING
AUTHORITY BOARD

KNOW ALL MEN BY THESE PRESENTS:

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

- 1) That Nick Foster shall be, and hereby is, appointed by the Housing Authority Board
- 2) That the term of Nick Foster shall be to fill the unexpired term of Bill Rudd concluding on June 30, 2022.
- 3) That Nick Foster 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 14th day of August, 2020

ATTEST:

CITY OF MADISONVILLE
OFFICE OF THE MAYOR
EXECUTIVE ORDER

EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF SHELIA CARTER TO
HOUSING AUTHORITY BOARD

KNOW ALL MEN BY THESE PRESENTS:

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

- 1) That Shelia Carter shall be, and hereby is, appointed by the Housing Authority Board
- 2) That the term of Shelia Carter shall be for a period of four years commencing on September 3, 2023.
- 3) That Shelia Carter shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville

On this the 17th day of August, 2020

ATTEST:

CITY OF MADISONVILLE
OFFICE OF THE MAYOR
EXECUTIVE ORDER

EXECUTIVE ORDER RELATING TO THE RE-APPOINTMENTS OF MARK METCALFE
AND JIMMY RIDDLE TO THE AIRPORT BOARD

KNOW ALL MEN BY THESE PRESENTS:

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

- 1) That Mark Metcalfe and Jimmy Riddle hereby are, re-appointed to the Airport Board; and
- 2) That the term of Mark Metcalfe and Jimmy Riddle shall be for a period of 4 years commencing on August 1, 2024; and
- 3) That Mark Metcalfe and Jimmy Riddle 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 17th day of August, 2020

ATTEST:



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

SCHEDULED

ITEM FOR DISCUSSION (ID # 1772)

Meeting: 08/17/20 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1772

10.1

Request to advertise bids for Aerator Gearboxes for Wastewater Treatment



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

SCHEDULED

ITEM FOR DISCUSSION (ID # 1776)

Meeting: 08/17/20 04:30 PM
Department: City Clerk Department
Category: Litigation
Prepared By: Kim Blue
Initiator: Debby Myers
Sponsors:
DOC ID: 1776

10.2

Request for City Attorney to file lawsuit

Authorization for Joe Evans to file a lawsuit against the owners of Red Cardinal Inn