



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

December 6, 2021 at 4:30 PM

AGENDA

- 1. CALL TO ORDER BY MAYOR KEVIN COTTON**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
 - A. City Council - Regular Meeting - Nov 15, 2021 4:30 PM
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills and Payroll
- 7. OLD BUSINESS**
 - A. *Second Reading Ordinances***
 - A. AN ORDINANCE AMENDING CHAPTER 124 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO MOBILE FOOD VENDORS
- 8. NEW BUSINESS**
 - A. *First Reading Ordinances***
 - A. AN ORDINANCE AMENDING CHAPTER 52 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO WATER AND SEWERS
 - B. AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A PUBLIC STREET, ALLEY OR WAY AND AUTHORIZING THE CLOSING OF SAME
 - B. *Resolutions***
 - A. RESOLUTION TO AUTHORIZE MAYOR COTTON TO EXECUTE A LEASE AGREEMENT
 - C. *Municipal Orders***
 1. RE-APPOINTMENT OF JACK MORRIS TO THE ZONING ADJUSTMENT BOARD
- 9. ADJOURNMENT**

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



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

November 15, 2021 at 4:30 PM

MINUTES

1. **CALL TO ORDER BY MAYOR KEVIN COTTON**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION BY COUNCIL MEMBER CHAD MENSER**
4. **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	
Amy Cruz	Ward 4	Present	
Frank Stevenson	Ward 5	Present	
Chad Menser	Ward 6	Present	

5. **APPROVAL OF MINUTES**

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Tony Space, Ward 2
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

A. City Council - Regular Meeting - Nov 1, 2021 4:30 PM

6. **APPROVAL OF SPECIAL CALLED MEETING**

1. City Council - Special Called Meeting - Nov 10, 2021 4:30 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Chad Menser, Ward 6
SECONDER: Amy Cruz, Ward 4
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

7. **APPROVAL OF BILLS AND PAYROLL**

A. Bills and Payroll

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Minutes Acceptance: Minutes of Nov 15, 2021 4:30 PM (Approval of Minutes)

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

8. DEPARTMENT REPORTS

- A. Fire Department
- B. Police Department
- C. Tax Collection Report

9. NEW BUSINESS

A. *First Reading Ordinances*

- A. AN ORDINANCE AMENDING CHAPTER 124 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO MOBILE FOOD VENDORS

RESULT:	FIRST READING	Next: 12/6/2021 4:30 PM
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B. *Resolutions*

- A. 1930 : Accept Bid for Air Compressor to EVAPAR

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Misty Cavanaugh, Ward 1
SECONDER:	Frank Stevenson, Ward 5
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

- B. 1931 : Accept Bid for the Digger Derrick Truck to Altec

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

- C. 1932 : Accept the Bid for the Spare Transformers to Virginia Transformer/Georgia Transformer

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

- D. 1934 : Accept Bid for Airport Hanger Concrete to Garrigan Building and Construction

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Minutes Acceptance: Minutes of Nov 15, 2021 4:30 PM (Approval of Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tony Space, Ward 2
SECONDER:	Amy Cruz, Ward 4
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

10. EXECUTIVE ORDERS

A. Executive Order Relating to the Appointment of Robyn Elliot to Library Board

11. PROCLAMATION

A. Small Business Saturday

12. ADJOURNMENT

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

Minutes Acceptance: Minutes of Nov 15, 2021 4:30 PM (Approval of Minutes)

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

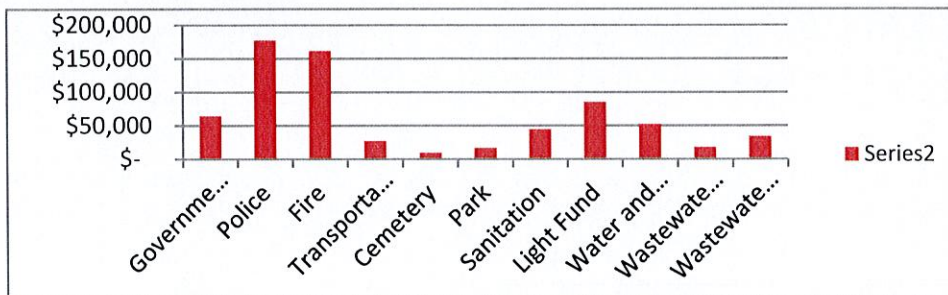
Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People

Bills and Payroll for Council Meeting 12/7/21

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 72,111.20
			\$ 101,115.26
			\$ 94,726.49
		Total General Fund	\$ 267,952.95
190	9	Sanitation	\$ 10,552.43
			\$ 61,481.37
			\$ 17,042.59
		Total Sanitation	\$ 89,076.39
200	9	Electric/Utility Office	\$ 48,302.57
			\$ 9,349.31
			\$ 66,533.98
		Total Electric/Utility Office	\$ 124,185.86
210	8	Water and Filter	\$ 36,201.52
			\$ 32,763.84
			\$ 37,299.79
		Total Water Filter	\$ 106,265.15
	9	Waste Water Collection and Treatment	\$ 45,775.96
			\$ 40,372.69
			\$ 53,675.86
		Total Wastewater Collection and Treatment	\$ 139,824.51

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 63,926
100	2100	Police	\$ 177,088
100	2300	Fire	\$ 161,304
100	3300	Transportation	\$ 26,386
100	5000	Cemetery	\$ 8,735
100	7000	Park	\$ 16,128
190	3100	Sanitation	\$ 43,684
200	1000/4500	Light Fund	\$ 84,320
200	4700/4600	Water and Filter	\$ 51,461
200	2000	Wastewater Treatment	\$ 16,979
200	2001	Wastewater Collection	\$ 33,051
		Total Payroll	\$ 683,063



Number of Employees paid November 24, 2021
See next page

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,592.78	.00	.00	4,592.78
100	1200	ADMINISTRATION	35,510.45	.00	.00	35,510.45
100	1400	FINANCE	12,382.49	48.97	.00	12,431.46
100	1500	CITY CLERK	6,268.59	.00	.00	6,268.59
100	1700	ZONING	3,945.43	.00	.00	3,945.43
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,176.92	.00	.00	1,176.92
		Total Government	63,876.66	48.97	.00	63,925.63
100	2100	POLICE DEPT-MADISO	154,297.92	15,980.66	.00	170,278.58
100	2150	POLICE FICA	6,809.58	.00	.00	6,809.58
		Total Police	161,107.50	15,980.66	.00	177,088.16
100	2300	FIRE DEPT-MADISONV	112,370.29	46,756.75	1,222.48	160,349.52
100	2350	FIRE FICA/NON HAZA	954.27	.00	.00	954.27
		Total Fire	113,324.56	46,756.75	1,222.48	161,303.79
100	3300	TRANSPORTATION DEP	26,220.49	165.93	.00	26,386.42
		Total Transportati	26,220.49	165.93	.00	26,386.42
100	5000	CEMETERY DEPARTMEN	8,658.62	76.48	.00	8,735.10
		Total Cemetery	8,658.62	76.48	.00	8,735.10
100	7000	PARK DEPARTMENT	16,005.12	122.63	.00	16,127.75
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	16,005.12	122.63	.00	16,127.75
190	3100	SANITATION DEPARTM	43,007.51	676.80	.00	43,684.31
		Total Sanitation	43,007.51	676.80	.00	43,684.31
200	1000	UTILITY OFFICE	23,183.42	276.40	.00	23,459.82
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	58,735.41	2,125.19	.00	60,860.60
		Total Utility Offi	81,918.83	2,401.59	.00	84,320.42
210	2000	WASTEWATER TREATME	16,947.56	31.29	.00	16,978.85
210	2001	WASTEWATER COLLECT	32,411.67	639.62	.00	33,051.29
		Total Wastewater T	49,359.23	670.91	.00	50,030.14
211	4600	FILTER DEPARTMENT	20,276.92	2,020.81	.00	22,297.73
211	4700	WATER DEPARTMENT	27,996.48	1,167.26	.00	29,163.74
		Total Water	48,273.40	3,188.07	.00	51,461.47
		Grand Totals	611,751.92	70,088.79	1,222.48	683,063.19

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

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	11/24/21	7	1	6
100	1200	ADMINISTRATION	11/24/21	12	11	1
100	1400	FINANCE	11/24/21	5	5	
100	1500	CITY CLERK	11/24/21	3	3	
100	1600	AIRPORT	11/24/21	5	5	
100	1700	ZONING	11/24/21	2	2	
100	2100	POLICE DEPT-MADISONVILLE	11/24/21	53	47	6
100	2150	POLICE FICA	11/24/21	6	3	3
100	2151	DISPATCH	11/24/21	13	13	
100	2200	ALCOHOLIC BEVERAGE CONTROL	11/24/21	1		1
100	2300	FIRE DEPT-MADISONVILLE	11/24/21	64	64	
100	2350	FIRE FICA/NON HAZARDOUS	11/24/21	1	1	
100	3300	TRANSPORTATION DEPT	11/24/21	21	21	
100	5000	CEMETERY DEPARTMENT	11/24/21	7	7	
100	7000	PARK DEPARTMENT	11/24/21	11	11	
100	7200	MAHR PARK	11/24/21	8	6	2
190	3100	SANITATION DEPARTMENT	11/24/21	27	27	
200	1000	UTILITY OFFICE	11/24/21	14	14	
200	4500	LIGHT DISTRIBUTION DEPT	11/24/21	20	20	
210	2000	WASTEWATER TREATMENT	11/24/21	7	7	
210	2001	WASTEWATER COLLECTION	11/24/21	19	19	
211	4600	FILTER DEPARTMENT	11/24/21	13	13	
211	4700	WATER DEPARTMENT	11/24/21	17	17	
		Totals		336	317	19

Communication: Bills and 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	494.89	.00	.00	494.89
100	1400	FINANCE	160.00	1.50	.00	161.50
100	1500	CITY CLERK	.00	.00	.00	.00
100	1700	ZONING	92.00	.00	.00	92.00
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	746.89	1.50	.00	748.39
100	2100	POLICE DEPT-MADISO	4,394.50	374.50	.00	4,769.00
100	2150	POLICE FICA	345.25	.00	.00	345.25
		Total Police	4,739.75	374.50	.00	5,114.25
100	2300	FIRE DEPT-MADISONV	5,684.00	2,123.50	44.50	7,852.00
100	2350	FIRE FICA/NON HAZA	70.25	.00	.00	70.25
		Total Fire	5,754.25	2,123.50	44.50	7,922.25
100	3300	TRANSPORTATION DEP	1,607.25	5.50	.00	1,612.75
		Total Transportati	1,607.25	5.50	.00	1,612.75
100	5000	CEMETERY DEPARTMEN	559.75	3.50	.00	563.25
		Total Cemetery	559.75	3.50	.00	563.25
100	7000	PARK DEPARTMENT	611.75	6.50	.00	618.25
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	611.75	6.50	.00	618.25
190	3100	SANITATION DEPARTM	2,008.50	25.75	.00	2,034.25
		Total Sanitation	2,008.50	25.75	.00	2,034.25
200	1000	UTILITY OFFICE	939.00	11.75	.00	950.75
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,602.75	38.50	.00	1,641.25
		Total Utility Offi	2,541.75	50.25	.00	2,592.00
210	2000	WASTEWATER TREATME	559.25	1.00	.00	560.25
210	2001	WASTEWATER COLLECT	1,390.00	25.00	.00	1,415.00
		Total Wastewater T	1,949.25	26.00	.00	1,975.25
211	4600	FILTER DEPARTMENT	1,020.50	74.25	.00	1,094.75
211	4700	WATER DEPARTMENT	1,245.50	41.00	.00	1,286.50
		Total Water	2,266.00	115.25	.00	2,381.25
		Grand Totals	22,785.14	2,732.25	44.50	25,561.89

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

**CITY OF MADISONVILLE, KY
ORDINANCE O-2021-14**

**AN ORDINANCE AMENDING CHAPTER 124 OF THE CITY OF MADISONVILLE CODE OF
ORDINANCES RELATING TO MOBILE FOOD VENDORS**

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

CHAPTER 124: MOBILE FOOD VENDORS

Section

- 124.01 Purpose and intent
- 124.02 Definitions
- 124.03 Subject to applicable ordinances, regulations and licenses
- 124.04 Location and hours of mobile food vendors
- 124.05 Regulation of mobile food vendors
- 124.06 Mobile food permit exceptions
- 124.07 Fees, application, permitting and inspection
- 124.08 Permit suspension and revocation
- 124.09 Appeal

- 124.99 Penalty

§ 124.01 PURPOSE AND INTENT.

To promote diversification of the city's economy and employment opportunities and support the incubation and growth of entrepreneurial/start-up businesses, increase quality of life and offer more dining options, this chapter has been adopted to allow mobile food vendors to operate within the city under specific guidelines.

(Ord. O-2018-10, passed 8-20-18)

§ 124.02 DEFINITIONS.

Words and phrases used in this chapter shall have the meanings set forth in this section.

MOBILE FOOD ADMINISTRATOR. The Zoning Administrator or his or her designee.

MOBILE FOOD CART. An unmotorized wheeled device meant to be pushed along the sidewalk, or stationary in one location, for the sale of both prepared and pre-packaged foods and/or beverages.

MOBILE FOOD PERMIT. All mobile food vendors must apply and receive a mobile food permit annually from the Mobile Food Administrator prior to vending within the City of Madisonville.

MOBILE FOOD VEHICLE. A vehicle-mounted, vehicle-towed or vehicle-carried food service establishment that engages in the sale of both prepared and pre-packaged foods and/or beverages.

MOBILE FOOD VENDOR. A person or persons that prepare or serve food and/or beverages to the general public from a mobile food vehicle or mobile food cart.

(Ord. O-2018-10, passed 8-20-18)

§ 124.03 SUBJECT TO APPLICABLE ORDINANCES, REGULATIONS AND LICENSES.

(A) All mobile food vendors shall be subject to all applicable ordinances and regulations of the City of Madisonville unless expressly provided otherwise herein. These include, but are not necessarily limited to, those matters pertaining to zoning, public safety, business licensing, pedestrian and state traffic laws,

restricted sales or vending areas, parking and licensing and complying with Chapter 109 of the Madisonville Code of Ordinances pertaining to the restaurant tax.

(B) Each mobile food vendor must obtain all necessary licenses and permissions and comply with all requirements imposed by the County Health Department and/or other regulatory agencies or departments.

(C) It shall be unlawful for any person to intentionally provide false information or to intentionally omit requested information on an application for a permit pertaining to mobile food vendors.

(D) As a condition of issuance of any mobile food permit, the mobile food vendor agrees to indemnify, hold harmless, and defend the City of Madisonville, its agents and employees from and against liability and/or loss arising from activities connected with or undertaken pursuant to the permit. The City of Madisonville shall not be liable for any business loss, property loss, personal injury or other damages that may result from the exercise of the rights granted by the license or permit, or the suspension or revocation of the permit, and no mobile food vendor shall maintain any claim or cause of action against the City of Madisonville, its officers and employees on account of any revocation or suspension of such permit.

(E) Nothing contained in this chapter is intended to nor shall be construed to create any liability on the part of the City of Madisonville, its agents and employees for any injury or damage resulting from the failure of the mobile food vendor to comply with the provisions of this chapter or by reason of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City of Madisonville, its agents and employees.

(F) Every mobile food vendor, to whom a permit is issued, shall prominently display said permit for public viewing, and shall produce the same at the request of any city official. No permit shall be transferrable nor shall such permit authorize the activities permitted by any person other than the person or entity to whom it is issued.

(G) Mobile food vendors operating solely on or within the City of Madisonville's parks or in Elmer Kelley Stadium, are regulated by § 95.03 of the Madisonville Code of Ordinance.

(Ord. O-2018-10, passed 8-20-18)

§ 124.04 LOCATION AND HOURS OF MOBILE FOOD VENDORS.

(A) Mobile food vendors are allowed in non-residential zoning districts and on the properties of legally established nonresidential uses. Excepted from this requirement is a mobile food vendor that makes sales by traveling through a residential area and signaling the vendor's presence in the area by playing music and that primarily makes sales by stopping at the signal of a patron (example - ice cream truck).

(B) Mobile food vendors may not be located on a public right-of-way except when in conformance with ~~(G)~~ (E) (1) below.

(C) Must be a minimum of 100 feet from a residential dwelling unless written permission is granted by the owner or tenant residing on the premises.

~~(D) Mobile food vendors shall not operate for more than 14 consecutive days at one location. After the 14 consecutive days have expired, a mobile food vendor shall not operate at the same location until a period of 30 days has elapsed as required by 902 KAR 45:005.c.~~

~~(E) Mobile food vendors may operate within the hours of 7:00 a.m. to 10:00 p.m. Monday Thursday and on Sunday and 7:00 a.m. to 11:00 p.m. on Friday and Saturday.~~

~~(F)~~ (D) A mobile food vendor shall not, during any city recognized special event, locate, operate or vend inside the event footprint nor within two blocks of said event without the express written permission of the event organizer.

~~(G)~~ (E) Additional guidelines for the downtown commercial core, as established by the City of Madisonville, and depicted on a map are to be provided by the mobile food administrator:

(1) Mobile food carts are allowed on the public sidewalk so long as not parked in front of or adjacent to an existing food establishment.

(2) Mobile food vehicles may be allowed on public property, owned by the City of Madisonville, in preapproved designated locations provided by the Food Administrator. No more than two parking spaces may be taken up by the mobile food vehicle, driving lanes must be kept clear and said vehicle must be removed at the end of each day.

~~—(3) Mobile food vehicles shall not operate at any one location for more than three consecutive days.~~

(Ord. O-2018-10, passed 8-20-18)

§ 124.05 REGULATION OF MOBILE FOOD VENDORS.

A mobile food vendor desiring to operate within the City of Madisonville must apply for and receive, on an annual basis, a mobile food permit from the Mobile Food Administrator in accordance with the following:

(A) A mobile food vendor shall in no case obstruct traffic or pedestrian flow nor locate in such a manner as to cause a traffic hazard. ~~Shall~~, and shall not obstruct site distance for drivers nor impede access to driveways. No fire hydrant or fire lane shall be obstructed.

~~—(B) A mobile food vendor shall not park or operate in a manner which prohibits others from parking in otherwise available spaces. Mobile food vendors in private parking lots may be asked to be moved in the event sufficient parking is not available.~~

(B) All mobile food vehicles must be removed from their vending locations at the end of each vending day unless the owner of the mobile food vehicle is the same as the owner of the property on which it is located.

(C) Mobile food vehicles shall not be left to idle.

(D) Any mobile food vendor operating on private property must either be the owner of the private property or have the express written consent of the owner of said property.

(E) No tables, chairs, umbrellas or other appurtenances shall be allowed on public property except as allowed in Section 124.04 (E)(1) above.

(F) Provide in a prominent location, trash and recycling containers sufficient in size to collect all waste and recyclables generated by customers and staff of the mobile food vendor. Such waste shall not be placed in public trash receptacles.

(G) Any exterior lighting used by the mobile food vendor shall be designed and placed in such a manner that it does not result in glare or light spillage onto other properties or interfere with vehicular traffic. Lighting shall be directed in a downward manner, so as to minimize light pollution.

(H) Signs shall be attached to the mobile food vehicle. Mobile food vehicles may have one additional sign listing the menu and pricing, not to exceed eight square feet, placed within two feet of the mobile food vehicle and removed when closed.

(I) Any auxiliary power required for the mobile food vendor shall be self-contained; provided, that such auxiliary power does not result in excessive noise. No use of public or private power sources are allowed without providing written consent from the owner. The city may provide electrical power from a public source; provided, that the mobile food vendor pay for the use of such power upon presentation of a bill from the city. No power cable or equipment shall be extended at grade across any city street, alley, or sidewalk. The use of compressors or loudspeakers is prohibited.

(J) Mobile food vendors shall not in any manner damage public property or the public right-of-way. Examples include, but are not limited to using stakes, rods or any method of support that is required to be drilled, driven or otherwise fixed in asphalt pavement, curbs, sidewalks or buildings. The mobile food vendor will be solely responsible for any such damage.

(K) All mobile food vendors shall insure its operations do not violate or contribute to a violation of any noise ordinance.

(L) All mobile food carts and vehicles shall be maintained and kept in good operating order and visual appearance.

(M) At no time shall a mobile food cart in operational mode be left unattended. All mobile food carts must be removed from their vending locations at the end of each vending day. Mobile food cart vendors must take proper care to ensure that no grease or other substances are spilled or allowed to drip on the pavement and, if this accidentally occurs, ensure prompt and complete clean up.

(N) A mobile food vehicle shall have self-contained water and wastewater. No gray water or grease shall be dumped upon any street, sidewalk or down a storm drain.

(Ord. O-2018-10, passed 8-20-18)

§ 124.06 MOBILE FOOD PERMIT EXCEPTIONS.

No permit is required for any member or members of a religious, charitable, educational, or youth service organization selling food and/or beverages to raise funds for such organization and for no other purpose. However, their operations shall comply with all other sections of this chapter. The city may require any organization or individual claiming an exception from this chapter to present evidence in support of said membership and purpose. No permit shall be required for mobile food vendors associated with organized events/festivals such as city sponsored events, carnivals, circuses and fairs. Lemonade stands and/or similar such stands on private property operated by a minor shall also be exempt from these standards. Produce, and similar products, sold by the property owner and/or tenant on which the produce is grown shall also be exempt.

(Ord. O-2018-10, passed 8-20-18)

§ 124.07 FEES, APPLICATION, PERMITTING AND INSPECTION.

(A) Any operator of a mobile food cart or a mobile food vehicle must apply for and receive, on an annual basis, a mobile food permit from the Mobile Food Administrator paying an annual fee of \$100 per calendar year. Any person, firm or corporation desiring to secure a permit pursuant to this chapter shall make a written application under oath on a form provided by the City of Madisonville. Such application shall contain at least the following information:

- (1) The name and permanent home address and telephone number of the applicant.
- (2) The place or places where the applicant proposes to engage in business.
- (3) A statement whether the applicant has previously been denied a permit under this chapter. If an applicant has had a previous permit suspended or revoked, state the reasons or circumstances surrounding the denial, suspension or revocation.
- (4) The Applicant's social security number or tax identification number.
- (5) A listing of the vehicle license number, vehicle description, vehicle identification number, vehicle registration papers and proof of insurance of all vehicles from which the applicant proposes to the conduct business.
- (6) Evidence of a business license from the City of Madisonville.

(B) Once the application is considered complete, the Mobile Food Administrator shall issue or deny the mobile food permit. If the application conforms to the requirements of this chapter, a permit shall be issued. If the application does not conform to all requirements of this chapter, the Mobile Food Administrator shall deny the permit and inform the applicant the reasons why. All permits issued shall be subject to the following:

- (1) Mobile food vendors may be inspected periodically and without notice by representatives of various city departments to ensure compliance with this chapter.
- (2) All mobile food permits shall expire December 31. Reapplication shall be required upon expiration of said permit if the mobile food vendor wishes to continue activity.

(3) The Mobile Food Administrator may revoke a mobile food permit if it is discovered that any part of this chapter has been violated.
(Ord. O-2018-10, passed 8-20-18)

§ 124.08 PERMIT SUSPENSION AND REVOCATION.

The Mobile Food Administrator or his or her designee may suspend or revoke any permit issued pursuant to this chapter if the permittee fails to abide by the provisions hereof or if any required health license has been suspended or revoked. The Mobile Food Administrator or his or her designee shall give written notice of the suspension or revocation of the permit stating the reasons therefor. If the reason for the suspension or revocation is that a required health license has been suspended or revoked, the action shall be effective upon giving such notice. Otherwise, such notice shall contain the further provision that the action shall become final and effective ten days thereafter unless within five days of receipt of the notice, the permittee requests a hearing before the Madisonville City Council by personally delivering the request for a hearing to the Madisonville City Clerk or by mailing the request to the City of Madisonville by certified mail, return receipt requested. The hearing before the Madisonville City Council shall be scheduled no later than ten days following the suspension or revocation of the permit at which time the permittee shall be afforded the opportunity to his or her version of the facts after which time the Madisonville City Council shall make a written determination as to whether it finds sufficient evidence that a violation of this chapter has occurred warranting the revocation or suspension of the license or permit. The person filing the notice of appeal shall be advised in writing of the hearing date, time and place for the hearing by regular first class mail. Any person or entity adversely affected by any decision of the Madisonville City Council shall have 30 days from the date of said decision to appeal same to the Hopkins Circuit Court or the decision of the Madisonville City Council shall be final.
(Ord. O-2018-10, passed 8-20-18)

§ 124.09 APPEAL.

Any person aggrieved by the denial of an application for a mobile food permit shall have the right to appeal to the Madisonville City Council. In addition, any mobile food vendor having their mobile food permit suspended or revoked, due to noncompliance of this chapter, may also have the right to appeal to the Madisonville City Council. Such appeal must be made by the person or entity aggrieved by making a written request within ten days of the denial or revocation of a permit to the Madisonville City Clerk. The Madisonville City Council shall hold a hearing to consider whether the denial or revocation was justified. The hearing shall be scheduled no later than 30 days following the date the Madisonville City Clerk receives the appeal. The person filing the notice of appeal shall be advised in writing of the hearing date, time and place by regular mail and shall be afforded the opportunity to present their case to the Madisonville City Council. The City Council shall then make a written determination as to whether it finds sufficient evidence that an application for a permit did not comply with the requirements of this chapter causing the permit to be denied or that a violation of this chapter has occurred warranting the revocation of the permit. Any person or entity adversely affected by any decision of the Madisonville City Council shall have 30 days from the date of said decision to appeal same to the Hopkins Circuit Court or the decision of the Madisonville City Council shall be final.
(Ord. O-2018-10, passed 8-20-18)

§ 124.99 PENALTY.

(A) Any person convicted of violating any provision of this chapter shall be subject to a fine of not less than \$250 nor more than \$500. Each day a violation occurs shall constitute a separate offense.

(B) The foregoing chapter is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 6th day of August, 2018 and the second reading on the 20th day of August, 2018. Motion was made by Adam Townsend, seconded by Mark Lee, that the chapter

be adopted as the law of the City of Madisonville, Kentucky, to be effective upon publication, as required by law.

(Ord. O-2018-10, passed 8-20-18)

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 15TH Day of November, 2021 and the second reading on the 6th Day of December, 2021. 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 6th Day of December, 2021

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

**CITY OF MADISONVILLE, KY
ORDINANCE**

**AN ORDINANCE AMENDING CHAPTER 52 OF THE CITY OF MADISONVILLE CODE OF
ORDINANCES RELATING TO WATER AND SEWERS**

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

Chapter 52 of the City of Madisonville Code of Ordinances is hereby amended as follows:

All sewage service customers are prohibited from discharging above the following concentrations at any time unless a higher concentration limit for that specific user is established and incorporated into that user's wastewater contribution permit. The Mayor may apply and enforce alternative concentration limits to categorical SIU's which are subject to either production-based standards or the combined wastestream formula.

<i>Pollutant Limits</i>		
<i>Substances</i>	<i>Milligrams per Liter</i>	
(A) Arsenic	0.36	0.32
(B) Cadmium	0.02	0.014
(C) Total Chromium	1.80	1.71
(D) Chromium, Hexavalent	0.12	0.59
(E) Copper	0.12	1.05
(F) Cyanide, Total	0.04	
(G) Lead	0.07	0.24
(H) Mercury	0.002	0.001
(I) Nickel	1.16	1.83
(J) Selenium	0.07	0.10
(K) Silver	0.11	0.24
(L) Zinc	1.58	1.48
(M) Hydrocarbon based greases and/or oils, whether emulsified or not	100.00	
(N) Oil and grease if of animal or vegetable origin	100.00	

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 6TH day of December, 2021 and the second reading on the 20th day of December, 2021. 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 20th day of December, 2021

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

**CITY OF MADISONVILLE, KY
ORDINANCE**

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A PUBLIC STREET, ALLEY OR
WAY AND AUTHORIZING THE CLOSING OF SAME**

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

WHEREAS, the following described street, alleys or ways have been dedicated as public streets, alleys or ways by reference to same in various deeds filed of record in the Hopkins County Court Clerk's Office; and

WHEREAS, the City of Madisonville desires to accept the dedication of said streets, alleys or ways so that same may be legally closed as herein provided; and

WHEREAS, all property owners who abut the public streets, alleys or ways have consented in writing to the proposed closing of the street, alley or way; and

NOW, THEREFORE, be it ordained by the City of Madisonville, Kentucky, that dedication of the following described streets, alleys or ways are hereby accepted by the City of Madisonville, and the following findings of fact are made with reference thereto:

1. Two alleys as highlighted in yellow on the plat attached thereto.
2. All property owners in or abutting the street, alley or way to be closed are as follows:
 - a. Okaloosa, LLC is the record title owner of the property abutting the alley by virtue of a deed of conveyance executed by Maryville Properties, LLC dated June 20, 2018 and of record in Deed Book 766, page 20; and by virtue of a deed of conveyance executed by Versnick Manufacturing Company to Okaloosa, LLC by deed dated December 30, 2015 and of record in Deed Book 743, page 597, Hopkins County Court Clerk's Office.
 - b. Debra Patterson is the record title owner of the property abutting the alley by virtue of a deed of conveyance executed by Citizens Bank of Kentucky dated January 31, 1996 and of record in Deed Book 546, page 302, Hopkins County Court Clerk's Office.
 - c. Madisonville-West Properties, Inc., is the owner of the property abutting the alley by virtue of a deed of conveyance executed by Jean M. Smith, et ux., dated December 23, 2002 and of record in Deed Book 615, page 525, Hopkins County Court Clerk's Office.
3. Written notice of the proposed closing was given to the property owners in or abutting

the public streets, alleys or ways being closed; and

4. All property owners in or abutting the public streets, alleys or ways being closed have given their written notarized consent to the closing and copies of the written consents are attached hereto.

Upon entry of an ordinance adopted by the City of Madisonville closing of the alley, the alley will revert to the adjoining property owners whose properties physically abut the alleys to the midpoint or center thereof.

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 6th day of December, 2021 and the second reading on the 20th day of December, 2021. 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:

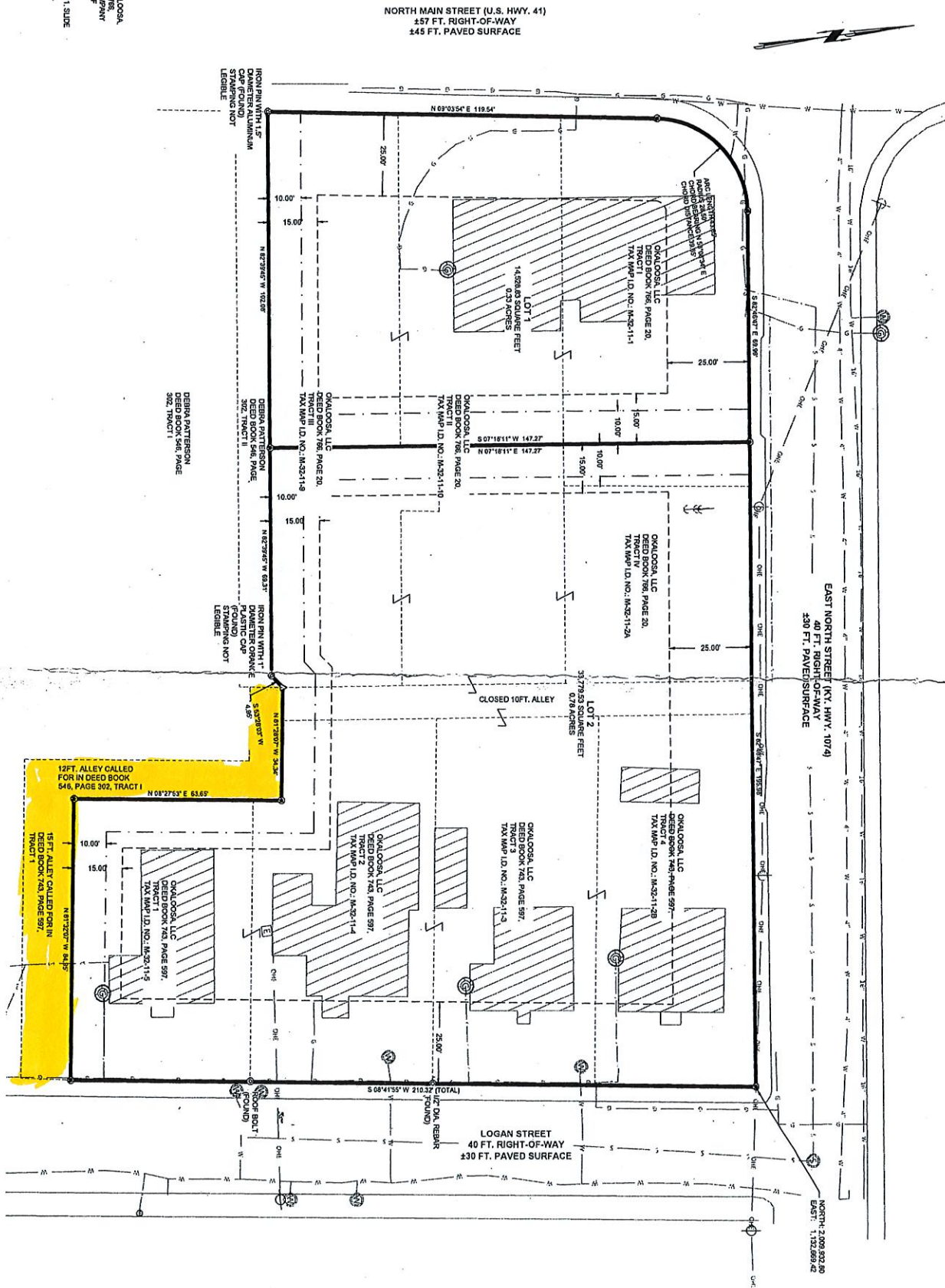
It appearing that the Councilmembers voted the Mayor announced that the Motion was and that the above Ordinance would be published as required by law and would be effective as a new Ordinance of the City of Madisonville, Kentucky, immediately upon publication thereof, unless otherwise stated.

Dated 20th day of December, 2021

City of Madisonville, KY

ATTEST:

City of Madisonville, KY



NORTH MAIN STREET (U.S. HWY. 41)
±57 FT. RIGHT-OF-WAY
±45 FT. PAVED SURFACE

EAST NORTH STREET (KY. HWY. 1074)
±80 FT. RIGHT-OF-WAY
±30 FT. PAVED SURFACE

LOGAN STREET
40 FT. RIGHT-OF-WAY
±30 FT. PAVED SURFACE

AND CONSOLIDATE PROPERTIES OF OKALOOSA, LLC.
BY THIS PLAT THE SAME PROPERTY CONVEYED TO OKALOOSA, LLC BY DEED DATED JUNE 20, 2018 AS DESCRIBED IN DEED BOOK 786, TRACT 1 TO OKALOOSA, LLC FROM VERSNICK MANUFACTURING COMPANY, INC. AS DESCRIBED IN DEED BOOK 743, PAGE 597, BOTH ARE OF RECORD IN THE PUBLIC RECORDS OF FLORIDA.
THIS PLAT IS SHOWN BY PLAT OF RECORD IN PLAT CABBETT, SLIDE 10E.
CONVEYANCE ARE BASED ON KENTUCKY STATE PLANE
KENTUCKY STATE PLANE, SOUTH ZONE
SHOWN BY THIS PLAT AS AN IRON PIN SET OR A REFERENCE IRON PIN
2.7 FOOT IN LENGTH, WITH A 1.5" DIAMETER ALUMINUM CAP STAMPED
07 LOCATED IN AN AREA DESIGNATED AS A FLOOD HAZARD AREA, AS
NUMBER 21070252D, (ZONE N) EFFECTIVE DATE MAY 16, 2004.
THE LOTS SHOWN BY THIS PLAT ARE SUBJECT TO A 5 FT. DRAINAGE
LINES; A 10 FT. DRAINAGE AND UTILITY EASEMENT ALONG REAR LOT

RECEIPT AND CONSENT TO CLOSURE OF PUBLIC STREETS, ALLEYS OR WAYS

Okaloosa, LLC, 458 North Main Street, Madisonville, Kentucky 42431, states that it is the owner of certain parcels of real estate described in Deed Book 766, page 250, and Deed Book 743, page 597, Hopkins County Court Clerk's Office, which abut upon the public streets, alleys or ways described as follows:

Two alleys as highlighted in yellow on the plat attached herewith and incorporated herein by reference.

Upon entry of an ordinance adopted by the City of Madisonville closing of the alleys, the alleys will revert to the adjoining property owners whose properties physically abut the alleys to the midpoint or center thereof.

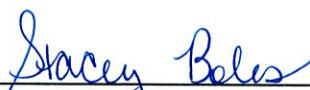
Okaloosa, LLC hereby gives its written Consent to the closing of said public street, alley or way.

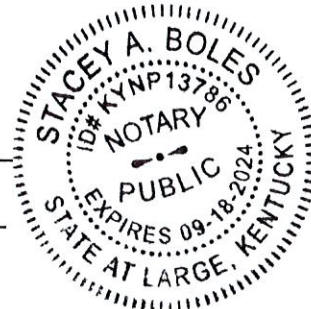
This 27 day of October, 2021.

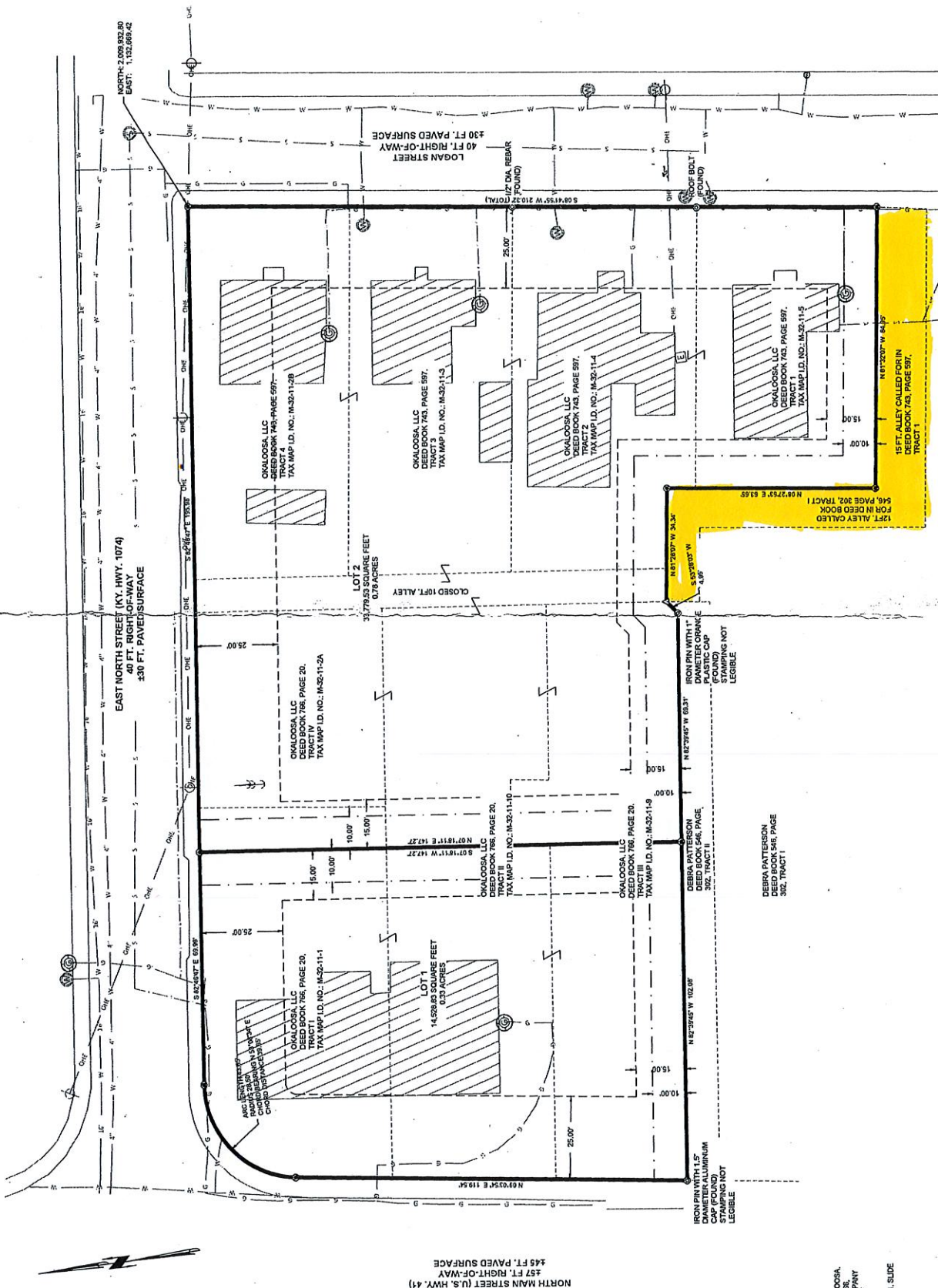

Chester M. Thomas, Manager/Sole Member
Okaloosa, LLC

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Receipt and Consent to Closing of Public Streets, Alleys or Ways was executed, acknowledged and sworn to before me by Chester M. Thomas, as manager/sole member, for and on behalf of Okaloosa, LLC, a person known to me or presenting sufficient evidence of his identification, on this the 27 day of October, 2021.


Notary Public, State at Large, KY
My Commission Expires: 9-18-24





AND CONSOLIDATE PROPERTIES OF OKALOOSA, LLC.

IN BY THIS PLAT IS THE SAME PROPERTY CONVERTED TO OKALOOSA, LLC BY DEED DATED JUNE 20, 2018 AS DECK MANUFACTURING COMPANY, INC. THIS IS DESCRIBED IN DEED BOOK 743, PAGE 597, BOTH ARE OF RECORD IN THE PUBLIC OFFICE.

THIS PLAT IS SHOWN BY PLAT OF RECORD IN PLAT CABINET 1, SLIDE 1, PAGE 1.

IN HEREON ARE BASED ON KENTUCKY STATE PLANE, STELLAND 83, SOUTH ZONE, KY STATE PLANE, SOUTH ZONE.

THIS PLAT IS SHOWN BY PLAT OF RECORD IN PLAT CABINET 1, SLIDE 1, PAGE 1.

LOCATED IN AN AREA DESIGNATED AS A FLOOD HAZARD AREA, AS SHOWN ON THE FLOOD HAZARD MAP, EFFECTIVE DATE MAY 16, 2008.

SEE LOT 21
SEE LOT 19

RECEIPT AND CONSENT TO CLOSURE OF PUBLIC STREETS, ALLEYS OR WAYS

Debra Patterson, 2704 Janwood Drive, The Villages, Florida 32162, states that she is the owner of a certain parcel of real estate described in Deed Book 546, page 302, Hopkins County Court Clerk's Office, which abuts upon the public streets, alleys or ways described as follows:

Two alleys as highlighted in yellow on the plat attached herewith and incorporated herein by reference.

Upon entry of an ordinance adopted by the City of Madisonville closing of the alleys, the alleys will revert to the adjoining property owners whose properties physically abut the alleys to the midpoint or center thereof.

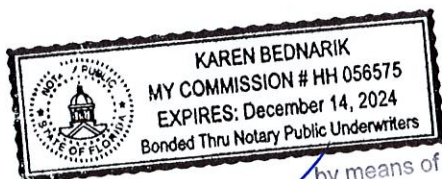
Debra Patterson hereby gives her written Consent to the closing of said public streets, alleys or ways.

This 23
19 day of November, 2021.

Debra Patterson
Debra Patterson

STATE OF FLORIDA)
COUNTY OF Sumter) SCT.

The foregoing Receipt and Consent to Closing of Public Streets, Alleys or Ways was executed, acknowledged and sworn to before me by Debra Patterson, a person known to me or presenting sufficient evidence of her identification, on this the 23 day of November, 2021.

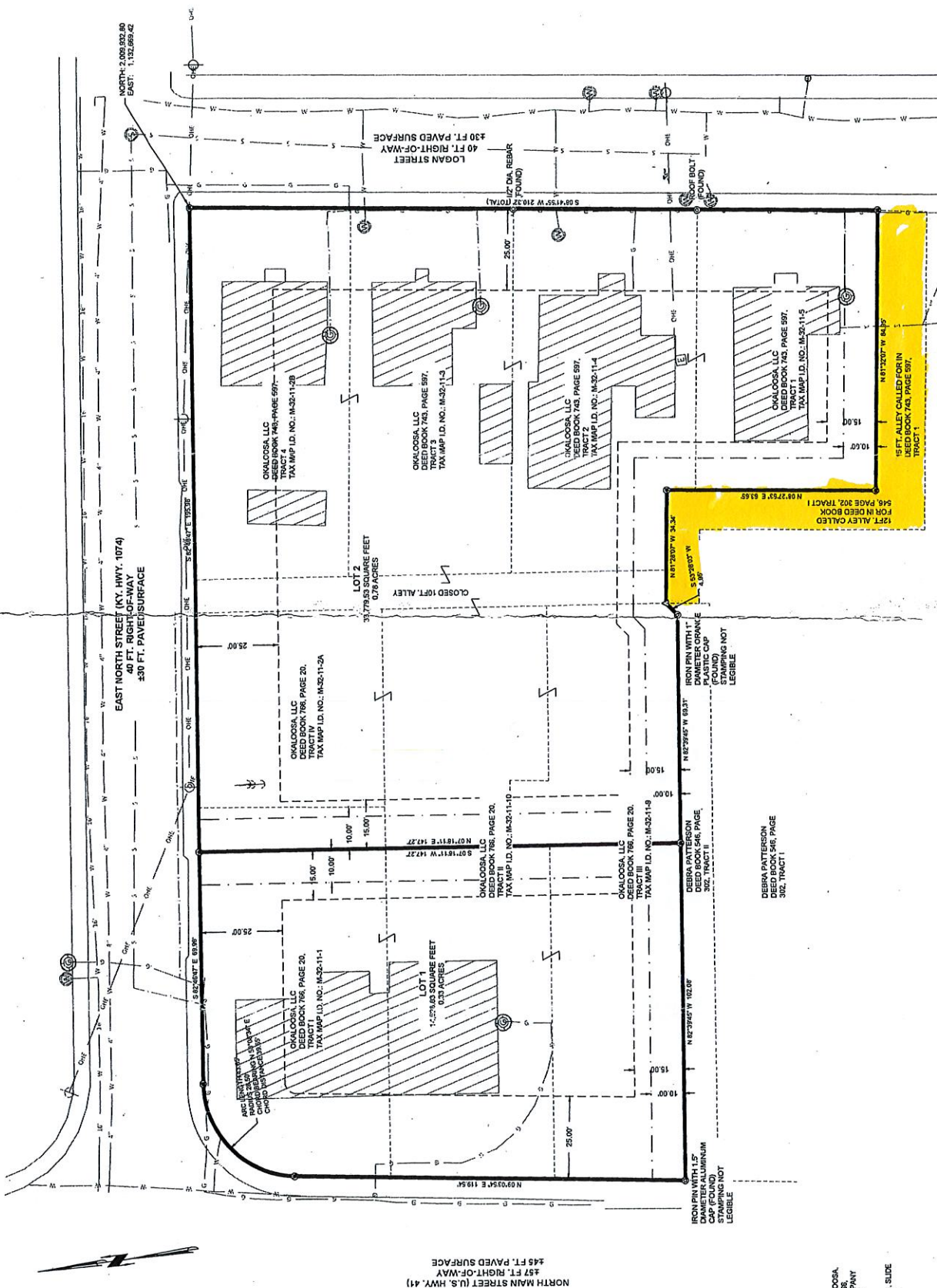


Karen Bednarik
Notary Public, State of Florida
My Commission Expires: 12/14/24

by means of
✓ physical presence or
online notarization

JAE.srp.City.2021.Ordinances.1026Patterson.consent

Attachment: Closed alley (1937 : AN ORDINANCE AUTHORIZING THE CLOSING OF A PUBLIC STREET.)



Attachment: Closed alley (1937 : AN ORDINANCE AUTHORIZING THE CLOSING OF A PUBLIC STREET.)

AND CONSOLIDATE PROPERTIES OF OKALOOSA, LLC.
 IN BY THIS PLAT IS THE SAME PROPERTY CONVEYED TO OKALOOSA, LLC FROM VERNICK MANUFACTURING COMPANY, INC. AS DESCRIBED IN DEED BOOK 743, PAGE 597. BOTH ARE OF 1/4 SECTION 16, T10N, R10E, S10W, CO. 10, KY.
 THIS PLAT IS SHOWN BY PLAT OF RECORD IN PLAT CABINET 1, SLIDE 17C.
 HERON ARE BASED ON KENTUCKY STATE PLANE
 1. STATE PLANE, SOUTH ZONE
 2. LOT 15 FT.
 3. 1/4 SECTION 16, T10N, R10E, S10W, CO. 10, KY.
 4. 1/4 SECTION 16, T10N, R10E, S10W, CO. 10, KY.
 5. 1/4 SECTION 16, T10N, R10E, S10W, CO. 10, KY.
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 72. 1/4 SECTION 16, T10N, R10E, S10W, CO. 10, KY.
 73. 1/4 SECTION 16, T10N, R10E, S10W, CO. 10, KY.
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 98. 1/4 SECTION 16, T10N, R10E, S10W, CO. 10, KY.
 99. 1/4 SECTION 16, T10N, R10E, S10W, CO. 10, KY.
 100. 1/4 SECTION 16, T10N, R10E, S10W, CO. 10, KY.

RECEIPT AND CONSENT TO CLOSURE OF PUBLIC STREETS, ALLEYS OR WAYS

Madisonville-West Properties, Inc., 1096 North Main Street, Madisonville, Kentucky 42431, states that it is the owner of a certain parcel of real estate described in Deed Book 615, page 525, Hopkins County Court Clerk's Office, which abuts upon the public streets, alleys or ways described as follows:

Two alleys as highlighted in yellow on the plat attached hereto and incorporated herein by reference.

Upon entry of an ordinance adopted by the City of Madisonville closing of the alleys, the alleys will revert to the adjoining property owners whose properties physically abut the alleys to the midpoint or center thereof.

Madisonville-West Properties, Inc. hereby gives its written Consent to the closing of said public streets, alleys or ways.

This 29 day of Oct, 2021.



Allen F. Davis, Secretary
Madisonville-West Properties, Inc.

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

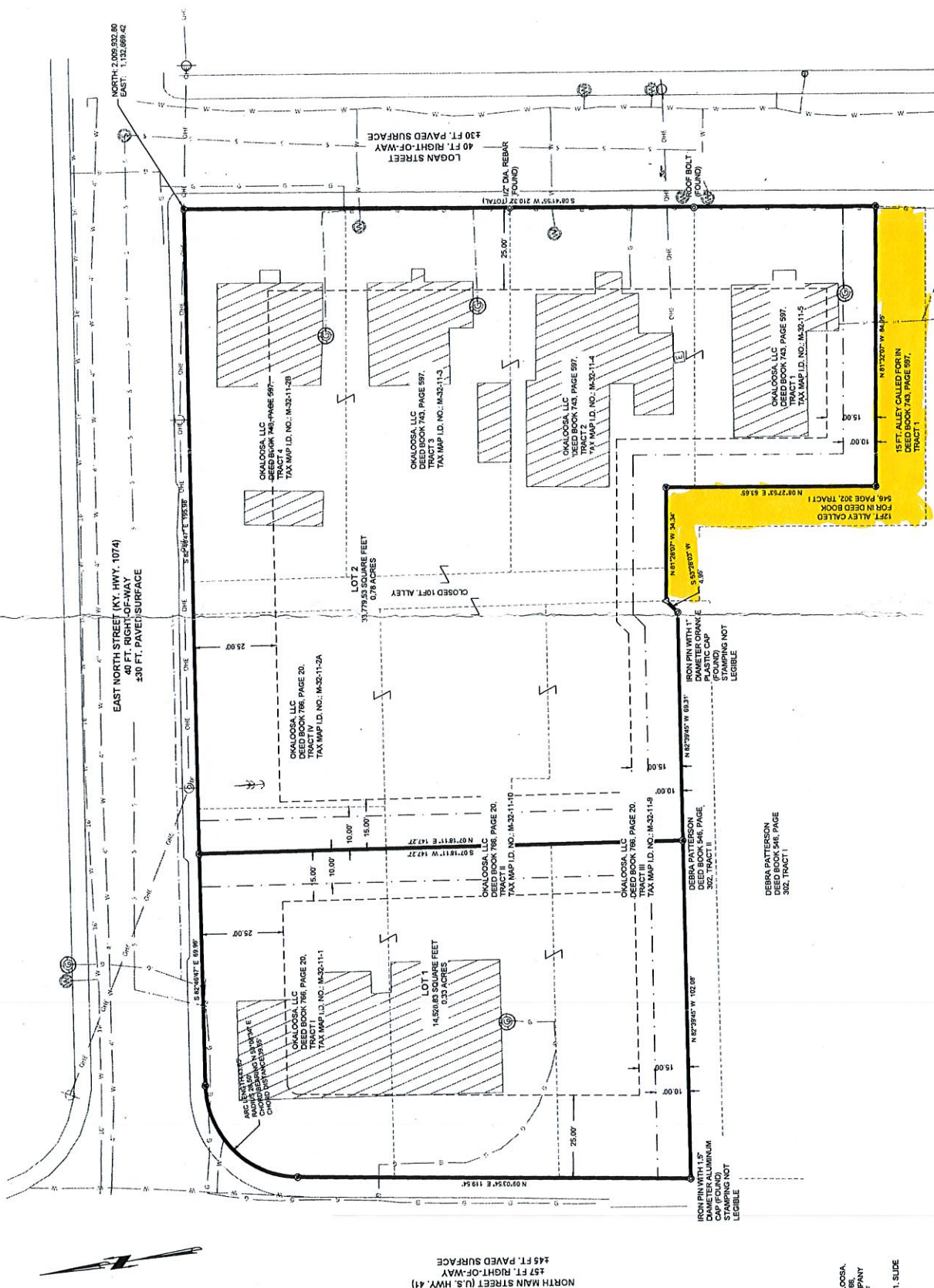
The foregoing Receipt and Consent to Closing of Public Streets, Alleys or Ways was executed, acknowledged and sworn to before me by Allen F. Davis, as secretary, for and on behalf of Madisonville-West Properties, Inc., a person known to me or presenting sufficient evidence of his identification, on this the 29th day of October, 2021.

Ramona Forkey - 625818

Notary Public, State at Large, KY

My Commission Expires: 11.22.2023

Attachment: Closed alley (1937 : AN ORDINANCE AUTHORIZING THE CLOSING OF A PUBLIC STREET.)



AND CONSOLIDATE PROPERTIES OF OKALOOSA, LLC.

IN BY THIS PLAT IS THE SAME PROPERTY CONVEYED TO OKALOOSA, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF KENTUCKY, AS DESCRIBED IN DEED BOOK 743, PAGE 597, BOTH ARE OF THE SAME DATE.

THIS PLAT IS SHOWN BY PLAT OF RECORD IN PLAT CABINET 1, SLIDE 1.

WHEN HEREON ARE BASED ON KENTUCKY STATE PLANE, KY STATE PLANE, SOUTH ZONE.

OWN BY THIS PLAT AS AN IRON PIN SET OR A REFERENCE IRON PIN SET IN LENGTH, WITH A 1.5" DIAMETER ALUMINUM CAP STAMPED

LOCATED IN AN AREA DESIGNATED AS A FLOOD HAZARD AREA, AS SHOWN ON THE FLOOD HAZARD MAP OF THE AREA, EFFECTIVE DATE MAY 16, 2008.

FILED: JUNE 10, 2008

BOOK: A 10

**CITY OF MADISONVILLE
RESOLUTION**

RESOLUTION TO AUTHORIZE MAYOR COTTON TO EXECUTE A LEASE AGREEMENT

WHEREAS, the City of Madisonville owns an undivided $\frac{1}{2}$ interest in and to the coal in and underlying property located in Hopkins County Kentucky.

WHEREAS, the City of Madisonville has agreed to lease the undivided interest in and to the minable and merchantable coal and all other minerals lying within to Alliance Resource Properties, LLC,

NOW THEREFORE, BE IT RESOLVED; Mayor Kevin Cotton is hereby authorized to execute a coal lease from the City of Madisonville unto Alliance Resource Properties, LLC.

ADOPTED on this 6th day of December, 2021.

ATTEST:

Form-3-19

Tract No. _____

COAL LEASE AGREEMENT

This Coal Lease Agreement (“**Agreement**”) is made and entered into effective as of the _____ day of _____, 2021, by and between **THE CITY OF MADISONVILLE**, c/o _____, 77 North Main Street, 2nd Floor, Madisonville, Kentucky 42431, hereinafter (whether one or more) referred to as “**Lessor**,” and **ALLIANCE RESOURCE PROPERTIES, LLC**, a Delaware limited liability company, with a mailing address of 1146 Monarch Street, Suite 350, Lexington, Kentucky 40513, hereinafter referred to as “**Lessee**.”

W I T N E S S E T H:

WHEREAS, Lessor owns an undivided ½ interest in and to the coal in and underlying that certain property located in Hopkins County, Kentucky, and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as the “**Premises**”); and

WHEREAS, Lessor has agreed to lease unto Lessee all of Lessor’s undivided interest in and to the minable and merchantable coal and all other minerals lying within, embedded within or associated with the coal, including, but not limited to coalbed methane, coal mine methane and gob gas, within and underlying the Premises (hereinafter collectively referred to as the “**Leased Coal**”).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby lease, let, grant and demise unto Lessee the Leased Coal, together with the exclusive right and privilege of mining, excavating and removing the Leased Coal by all underground methods of mining except longwall mining, the exclusive right and privilege of processing, marketing, transporting and shipping the Leased Coal, and the right and privilege to use the Premises as hereinafter set forth.

EXCEPTING and RESERVING, however, unto Lessor all ownership interests in and to the other minerals in, on and underlying the Premises not granted, demised and leased hereunder, together with the right to utilize the same to the extent that such utilization does not interfere with Lessee’s mining operations and other activities hereunder.

This Agreement is furthermore made upon the following provisions, to wit:

1. RIGHTS GRANTED

1.1 (a) Lessor does hereby grant and demise unto Lessee the right to transport men, supplies, air, power, communications, materials and coal, including coal mined from other properties, under and through the Premises, to utilize the underground passageways and mine workings within and underlying the Premises for ventilation, transportation, injection/disposal of mine slurry, coal combustion byproducts, rock dust, and similar products, and to impact or make use of the Premises for surveying, exploration, core hole development, de-watering and rescue

operations, plugging of abandoned oil and gas wells, and facilitating Lessee's compliance with federal, state and local laws, rules and regulations, all of said rights to be exercisable by Lessee without liability to Lessor for damages arising therefrom; provided, however, that Lessee shall be liable for any damage to the surface (including growing crops thereon) caused by or arising out of the exercise of the foregoing rights. Any use by Lessee of the surface of the Premises not specifically set forth in this Paragraph shall require Lessor's prior written approval.

(b) Notwithstanding the foregoing, it is understood and agreed that the rights granted in Section 1.1(a) above are granted to Lessee only to the extent and insofar as Lessor has the right to grant same under the deeds pursuant to which it holds title to the Leased Coal and the Premises, and such rights are subject to all interests and rights of the owners of the surface, timber and other estates in and to the Premises to the extent not owned by Lessor.

1.2 The parties agree that the Leased Coal and Premises may be mined and used in conjunction with any and all other coal and lands now or hereafter owned, leased or controlled by the Lessee. Lessee shall have the right to drive entries and air courses across the outside boundaries of the Premises where such boundaries are contiguous to other lands or coal seams now or hereafter owned or leased by Lessee, and Lessor hereby expressly waives all duty, statutory or otherwise, on the part of Lessee to maintain a barrier pillar in the coal on either or both sides of such outside boundaries.

1.3 Lessee shall be liable for the repair and restoration of any and all subsidence damage to currently existing structures owned by Lessor on the Premises resulting from Lessee's operations hereunder.

2. TERM

2.1 Unless sooner terminated in the manner hereinafter provided, this Agreement shall be and extend for an initial term of twenty (20) years from and after the date hereof, with the right of Lessee to extend this Agreement thereafter for successive one (1) year periods, provided that mining of the Leased Coal was commenced during the initial term, for as long as mining operations are being conducted by or for Lessee in the coal field of which the Premises is a part (said coal field (the "**Coal Field**") being described on **Exhibit B** attached hereto and incorporated herein by reference) or until exhaustion of the Leased Coal, whichever is later. Each extension of this Agreement shall be subject to the terms and conditions set forth herein and shall take effect automatically unless Lessee has provided written notice of termination of this Agreement prior to the beginning of any extended term.

2.2 Lessee shall have the right, after termination of this Agreement for any reason, and without the obligation to make payment of Minimum Royalty (as defined in Section 3.1 below), to enter within the Premises for the purpose of reclaiming areas disturbed by mining operations and otherwise complying with the requirements of any local, state or federal law, rule, regulation or ordinance, to utilize the underground passageways and mine workings within and underlying the Premises for ventilation, transportation, injection/disposal of mine slurry and similar products, and any other purpose deemed necessary or desirable in connection with its operations in the area, and to remove from the Premises all structures, mining equipment, supplies and all other property

which the Lessee has placed or caused to be placed thereon. It is fully understood and agreed that the rights set forth in this Section 2.2 shall survive the expiration, cancellation, forfeiture or other termination of this Agreement.

3. ROYALTY

3.1 Minimum Royalty

(a) Lessee covenants and agrees to pay Lessor an annual advance minimum royalty (“**Minimum Royalty**”) equal to Lessor’s proportionate share (*i.e.*, 50%) of the sum of Ten Dollars (\$10.00) per acre per year, said sum to be paid to Lessor for the first lease year within thirty (30) days from and after the date of execution of this Agreement by Lessee (as evidenced by the date upon which Lessee’s signature is notarized). All Minimum Royalty payments after the first lease year shall be due and payable in full on or before the thirtieth (30th) day following each anniversary of the date of this Agreement. For purposes of this provision, the parties agree that the Premises consists of 78.75 acres.

(b) During the term of this Agreement, Lessee shall have the right to recoup, at the Tonnage Royalty rate (as defined in Section 3.2 below), all Minimum Royalty paid hereunder by crediting such Minimum Royalty against Tonnage Royalty payments as such Tonnage Royalties become due and payable.

(c) If at any time the cumulative amount of Minimum Royalty available for recoupment by Lessee hereunder (the “**Unrecouped Balance**”) shall be equal to or greater than the Tonnage Royalty anticipated to be payable on the remaining Leased Coal, then, in that event, Lessee’s obligation to pay further Minimum Royalty shall cease and no further Tonnage Royalty shall be payable until such time, if any, as Lessee has fully recouped the Unrecouped Balance.

3.2 Tonnage Royalty

(a) Lessee covenants and agrees to pay Lessor a tonnage royalty (“**Tonnage Royalty**”) equal to Lessor’s proportionate share (*i.e.*, 50%) of the sum of Four Percent (4%) of the gross selling price for each net (clean) ton (2,000 pounds) of Leased Coal which is mined from the Premises and sold by Lessee. For purposes of accounting for such Tonnage Royalty, the gross selling price of Leased Coal mined and sold hereunder shall be the monthly weighted average gross selling price (per ton) received by Lessee from the bona fide sale of coal, f.o.b. truck, railcar or other transport, after final preparation and loading, at the tippie or preparation plant from which such coal is shipped, less all state and federal excise, severance and similar taxes assessed as a result of the mining of the Leased Coal, including reclamation fees and black lung benefits excise tax assessments, and less sales or brokerage commissions actually paid to parties not affiliated with Lessee. The quantity of Leased Coal mined and sold for which Lessee shall pay Tonnage Royalty shall be determined according to any reasonable and accurate method or system selected by Lessee, subject to audit and inspection by Lessor.

(b) All Tonnage Royalty payments due hereunder shall be payable on or before the twenty-fifth (25th) day of the month following the calendar month in which the Leased Coal mined hereunder is sold by Lessee.

3.3 All Minimum Royalty and Tonnage Royalty tendered hereunder shall be considered full compensation to Lessor for Lessee's exercise of the rights granted to Lessee in this Agreement.

3.4 Lessee covenants and agrees to pay Lessor a royalty equal to Lessor's proportionate share (*i.e.*, 50%) of the sum of one-eighth (1/8) of the market price at the well for any coalbed methane, coal mine methane and gob gas which is produced from the Premises and sold by Lessee.

4. MINING MAPS

Lessee shall employ an engineer whose duty it shall be to prepare and maintain mining maps of Lessee's operations hereunder, and such map(s) shall show accurately and completely all known mine workings within the Premises. After the commencement of mining on the Premises and thereafter until mining thereon has been completed, Lessee shall provide copies of such maps to Lessor every ninety (90) days.

5. MODE OF PAYMENT/REPORTING/RECORDS

5.1 All payments, reports and maps due Lessor shall be mailed to Lessor at the mailing address set forth in Section 11 below.

5.2 Lessee covenants and agrees to furnish Lessor an accurate and true statement accompanying the Tonnage Royalty payments showing the quantity of Leased Coal mined and sold during the previous calendar month and the Tonnage Royalty due and/or the Minimum Royalty recouped.

5.3 Lessee shall keep books of account and records with respect to the mining, shipping and sale of coal mined hereunder, and said books and records, as well as mine maps, shall be open at all reasonable times for inspection by Lessor, or other persons on its behalf, for the purpose of comparing and verifying information provided by Lessee.

6. OPERATION

6.1 In connection with its mining operations hereunder, Lessee shall substantially comply with all applicable laws, rules, regulations and orders which are currently in force or which may be hereafter enacted by the United States of America, the Commonwealth of Kentucky, or any other applicable governmental authority relating to or governing Lessee's mining operations hereunder, including without limitation the City of Madisonville Ordinance O-2021-8, the provisions of which are incorporated herein by reference. **Lessee covenants and agrees that it shall not mine and remove more than fifty percent (50%) of the coal contained within any coal seam in and underlying the Premises.**

6.2 Lessor agrees to exercise, upon request by Lessee and at no cost to Lessor, any rights it may have under any oil and gas lease, right-of-way agreement or easement agreement affecting the Premises to require the oil and gas lessee or right-of-way/easement grantee to remove or relocate any pipelines which interfere with Lessee's mining operations hereunder. In addition, Lessor agrees that any future grant(s) of oil and gas leases or pipeline easements/rights-of way shall require the lessee or grantee thereof, at its own expense, to remove and/or relocate pipelines at the request of the Lessee. It is agreed and understood that in the event oil or gas wells, oil or gas pipelines, or any other appurtenances or improvements of any kind, located in, under or upon the Premises, must be plugged, removed or relocated to permit the mining of the Leased Coal, and the oil and gas lessee or other party owning or controlling such oil or gas wells, pipelines, appurtenances or improvements is not required to remove or relocate same at its own cost and expense to facilitate the operations of Lessee hereunder, Lessee, at its sole option, may either remove or relocate said oil or gas wells, pipelines, appurtenances or improvements at its own cost and expense, or bypass so much of the Leased Coal as cannot be mined without removing or relocating same, without liability to Lessor for failure to mine said coal. It is further agreed that Lessee may plug, at its own cost and expense, any dry or abandoned oil or gas wells, or any core holes of any type, which penetrate the seam of coal being mined by Lessee.

6.3 For purposes of this Agreement, "**minable and merchantable coal**" shall be defined as that coal which, when reached in the normal course of Lessee's operations hereunder, could be mined and sold at a reasonable profit by Lessee in the prevailing coal market by Lessee's employment of such mining and preparation methods and equipment as are reasonably adapted to practical, efficient and economical mining under the conditions found.

7. LESSOR'S RIGHT OF INSPECTION

Lessor, or other persons on its behalf, upon reasonable notice to Lessee and when accompanied by Lessee's representative, shall have the right to enter the workings and mines of Lessee in order to inspect, examine, survey and/or measure the same, or any part thereof, for the purpose of determining whether the provisions of this Agreement are being observed by Lessee; provided, however, that Lessor shall be required to follow the reasonable safety rules of Lessee during the course of such inspection and shall indemnify and hold harmless Lessee from and against any and all liability or claims for property damage or personal injury to Lessor or any agent or invitee of Lessor arising from or in the course of such inspection.

8. TAXES

Lessee agrees to pay all taxes which may be legally assessed by any governmental authority with respect to any improvements and other property placed within the Premises by Lessee and all production and/or severance taxes due or assessed with respect to the Leased Coal. Lessor agrees to pay all other taxes assessed on or with respect to the Premises and the Leased Coal, including but not limited to ad valorem and unmined minerals taxes (collectively, "**Lessor Taxes**"); provided, however, that Lessee agrees to reimburse Lessor for any unmined minerals taxes assessed to and paid by Lessor after the date hereof and prior to the commencement of any mining operations on the Premises. It is understood and agreed that Lessee shall not be responsible for any penalties or interest incurred as a result of any untimely payment of unmined minerals taxes

by Lessor and all such reimbursed unmined minerals taxes shall be deemed and treated as additional Minimum Royalty hereunder and shall be fully recoupable as set forth in Section 3.1(b) hereof. If Lessee should pay any Lessor Taxes for the protection of its own interest hereunder, Lessor shall reimburse Lessee for the same upon demand, or Lessee may, at its option, deduct the same from any and all royalty payments thereafter becoming due from Lessee to Lessor hereunder.

9. INDEMNITY BY LESSEE

Lessee shall hold Lessor free and harmless from, and indemnify it against, any and all losses, costs, claims or damages for any liability, either public or private, sought to be imposed by any third person not a party to this Agreement or any local, state or federal governmental agency for any injury or death of any person or any damage to or reduction in value of any property, either personalty or realty, that results from the acts or omissions of Lessee or its employees in conducting any of Lessee's mining operations hereunder.

10. FORFEITURE AND SURRENDER

10.1 It is agreed that if Lessee defaults in the payment of any royalty due hereunder for a period of thirty (30) days after payment is required, then Lessor shall be entitled to give to Lessee written notice of its intent to terminate and cancel this Agreement. If such default is not cured within thirty (30) days after receipt of such notice, then Lessor may re-enter and take possession of the Premises and declare this Agreement terminated.

10.2 At any time during the term of this Agreement, whether before or after mining operations are commenced within the Premises, Lessee may terminate this Agreement or surrender all or any portion of the Leased Coal by giving notice in writing of its intention to do so. In the case of a partial surrender, the Minimum Royalty payable for subsequent lease years shall be reduced in the same proportion that the surrendered Leased Coal acreage bears to the total Leased Coal acreage under this Agreement. Upon surrender, Lessee shall be released from any and all duties and obligations hereunder arising from and after the date of surrender with respect to the Premises and the Leased Coal (or surrendered portion thereof, in the case of a partial surrender).

11. NOTICES

All notices required or permitted in this Agreement (excluding payments, reports, maps and general correspondence, all of which may be submitted via regular mail) shall be mailed via prepaid United States Certified Mail, Return Receipt Requested, to the below listed individual(s) and mailing address(es), or to other person(s) and/or mailing address(es) as may from time to time be designated by timely notice.

To Lessor: The City of Madisonville
 @ the address(es) set forth in the caption of this Agreement

To Lessee: Alliance Resource Properties, LLC
 1146 Monarch Street, Suite 350
 Lexington, Kentucky 40513
 ATTN: Land Records Department

12. LESSOR'S WARRANTY OF TITLE

12.1 Lessor Warrants Generally its title to the Leased Coal. Without limiting the foregoing, it is further agreed that if the title of Lessor to any of the Leased Coal shall be defeated by the holder(s) of outstanding superior title by reason whereof any of said Leased Coal is lost to Lessee, then and in that event, no Tonnage Royalty shall be paid Lessor by Lessee on account of the Leased Coal so lost, the Minimum Royalty shall be reduced in proportion to the amount of Leased Coal lost, and Lessor shall reimburse Lessee upon demand, without interest, a similar proportionate share of all prior Minimum Royalties paid by Lessee. In the event Tonnage Royalty on the Leased Coal so lost has been paid to Lessor by Lessee, Lessor shall reimburse Lessee upon demand all such previously paid Tonnage Royalty, without interest. Lessee shall have the right, at its sole election, to set off such reimbursement sums, as and when the same become due, from and against royalty payments thereafter becoming due to Lessor hereunder.

12.2 In the event of a dispute over or question concerning title or royalties, whether arising before or after Lessee enters into actual possession of and/or commences mining operations within the Premises pursuant to this Agreement, Lessee may withhold such portion of the royalties as may be disputed or questioned until the issue is resolved, and the Lessee shall have the right to lease or acquire any adverse claim(s) to the Leased Coal or Premises. Further, Lessee shall be entitled to withhold all royalties of every kind and nature hereunder until such time as Lessor has provided a valid Taxpayer Identification Number.

12.3 Lessee shall have the right, but not the obligation, at any time during the term hereof to examine the title to the Leased Coal and to notify Lessor in writing of any defects and/or objections found with respect to Lessor's title. In the event that Lessor fails, within ninety (90) days from and after the date of receipt of said notice, to cure or correct said defects and/or objections to the reasonable satisfaction of Lessee, then Lessee shall have the right (but not the obligation) to cure or correct said defects and/or objections and offset the cost thereof against any and all payments thereafter due Lessor hereunder. The failure of Lessee to exercise any of the rights specified in this Section 12.3 shall not be deemed or constitute a waiver of any other right(s) of Lessee contained in this Agreement, including but not limited to the rights specified in Sections 12.1 and 12.2 hereinabove.

13. DIVISION OF ROYALTY

Lessee shall be authorized to pay all royalties of whatever nature as specified below, the address(es) of Lessor being set forth in the caption of this Agreement:

<u>NAME</u>	<u>% OF PAYMENT</u>
The City of Madisonville	100%

No change or division in ownership of the Leased Coal shall be binding upon Lessee for any purpose until the person acquiring such interest has furnished to Lessee a copy or copies of the properly recorded instrument or instruments pursuant to which such interest was acquired. In the event of a change in ownership of any interest in the Leased Coal resulting from the death of a Lessor, Lessee shall be entitled to withhold all payments due hereunder with respect to such interest until such time as Lessee has been provided with either: (a) a copy of such Lessor's Will, properly executed and probated in the Commonwealth of Kentucky, after which time Lessee shall be authorized to make all payments with respect to such interest to the devisee(s) named therein, or (b) an Affidavit of Descent, properly executed and recorded in the County in which the Premises and Leased Coal is located, in which the Affiant swears and affirms that the subject Lessor died intestate and identifies the heirs-at-law of such Lessor, after which time Lessee shall be authorized to make all payments with respect to such interest to the heirs-at-law named therein (and/or their successors in title) until such time, if any, as Lessee receives written notification, with supporting evidence, of the existence of (i) an heir-at law not named therein, or (ii) a Will of such deceased Lessor, properly executed and probated in the Commonwealth of Kentucky. For the avoidance of doubt, Lessor agrees that Lessee shall have no liability for failing to make payments to any party entitled thereto if the payment guidelines set forth above are followed.

14. MISCELLANEOUS

14.1 This Agreement shall be construed and enforced in accordance with the substantive laws of the Commonwealth of Kentucky.

14.2 This Agreement constitutes the entire agreement of the parties and supersedes all prior and contemporaneous negotiations, representations and understandings of the parties relating to the subject matter hereof.

14.3 Any modification, alteration or waiver of this Agreement, or any part hereof, shall be valid and binding only if the same is in writing and fully executed by the parties.

14.4 The captions utilized in this Agreement are for identification purposes only and shall not be considered or construed as affecting in any way the meaning of the provisions of this Agreement.

14.5 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

14.6 This Agreement may be executed by the parties in counterparts, all of which shall be deemed to constitute one agreement.

14.7 The express covenants and provisions hereof constitute the sole obligation of the parties hereto and no other or further covenants shall be implied herein either in fact or in law. Lessor acknowledges the execution hereof solely in reliance upon the express provisions contained herein and further acknowledges that no person, firm or corporation authorized or purported to be authorized by Lessee has made any representation or inducement to Lessor except as expressly set

forth herein.

14.8 Any party who executes this Agreement shall be deemed a Lessor whether or not said party is named in the body or caption hereof, and any party who executes this Agreement accepts and agrees to be bound by the terms hereof with respect to such party's interest regardless of whether or not all named Lessor-parties execute this Agreement.

14.9 This Agreement covers and/or binds all interest in and to the Leased Coal and the Premises which Lessor now owns or may hereafter acquire. In addition, if, at any time during the initial ten-year term of this Agreement, Lessee identifies any coal (or undivided interest therein) owned by Lessor in the Coal Field that is not described on Exhibit A hereto, then such coal shall, at Lessee's option, same to be exercised by written notice to Lessor in accordance with Section 11 above, be deemed Leased Coal hereunder from and after the date of such notice.

14.10 Where Lessor owns less than a 100% interest in and to the Leased Coal, all royalties of every kind and nature payable hereunder shall be paid only in that proportion which Lessor's interest in and to the Leased Coal bears to the whole.

14.11 Lessor shall not record this Agreement. Lessee shall have the right, at its sole option, to record this Agreement in the office of the Hopkins County Clerk or, in lieu thereof, Lessor agrees to execute a Memorandum of Coal Lease Agreement which Lessee may place of record in the aforesaid Clerk's office.

IN WITNESS WHEREOF, the parties have executed this Coal Lease Agreement, same to be effective as of the day and year first above written.

LESSOR

THE CITY OF MADISONVILLE

By: _____

Its: _____

LESSEE

ALLIANCE RESOURCE PROPERTIES, LLC,
a Delaware limited liability company,

By: _____

Kendall S. Barret,
Vice President - Land Management,
An Authorized Officer

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____
 _____, _____ of The City of Madisonville, a
 _____, on behalf of the _____, on this the ____ day of
 _____, 2021.

 NOTARY PUBLIC (Signature)

My Commission Expires: _____

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me by Kendall S. Barret, Vice
 President - Land Management of Alliance Resource Properties, LLC, a Delaware limited liability
 company, on behalf of the company, on this the ____ day of _____, 2021.

 NOTARY PUBLIC (Signature)

My Commission Expires: _____

EXHIBIT A

The following described property located in Hopkins County, Kentucky (together with any property owned by Lessor that adjoins same or is contiguous thereto):

Description of Property:

On the waters of Greasy Creek in Hopkins County, Kentucky, described and bounded as follows: Beginning at two black oaks in the original line and running thence S. 88 1/3 W. 90 poles to the center of Greasy Creek, in William Arnold's line; thence about South with the meanders of said creek and with the center of same 135 poles to a point in the center of said creek in C.J. Pratt's line; thence N. 88 1/2 E. 97 poles to R.L. Utterback's corner; thence with his line N. 1 2/3 W. 135 poles to the beginning, containing 78 3/4 acres, more or less.

Source of Title:

Being the same property in which an undivided 1/2 interest was conveyed to the City of Madisonville by Deed dated August 27, 1951 from Farmers National Bank, of record in Deed Book 211, Page 365 in the Office of the Hopkins County Clerk.

[x-ref JJH-1618]

EXHIBIT B

[Coalfield Map or Description]

[P4-0281]

Form-3-19

Tract No. _____

MEMORANDUM OF COAL LEASE AGREEMENT

This Memorandum of Coal Lease Agreement (“**Agreement**”) is made and entered into effective as of the ____ day of _____, 2021, by and between **THE CITY OF MADISONVILLE**, c/o _____, 77 North Main Street, 2nd Floor, Madisonville, Kentucky 42431, hereinafter (whether one or more) referred to as “**Lessor**,” and **ALLIANCE RESOURCE PROPERTIES, LLC**, a Delaware limited liability company, with a mailing address of 1146 Monarch Street, Suite 350, Lexington, Kentucky 40513, hereinafter referred to as “**Lessee**.”

W I T N E S S E T H:

WHEREAS, Lessor owns an undivided ½ interest in and to the coal in and underlying that certain property located in Hopkins County, Kentucky, and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as the “**Premises**”); and

WHEREAS, Lessor has, by Coal Lease Agreement of even date herewith (the “**Lease**”), leased, let and demised unto Lessee all of Lessor’s undivided interest in and to the minable and merchantable coal and all other minerals lying within, embedded within or associated with the coal, including, but not limited to coalbed methane, coal mine methane and gob gas, within and underlying the Premises (hereinafter collectively referred to as the “**Leased Coal**”).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein and in the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor has and does hereby lease, let, grant and demise unto Lessee the Leased Coal, together with the exclusive right and privilege of mining, excavating and removing the Leased Coal by all underground methods of mining, excluding the longwall mining method, the exclusive right and privilege of processing, marketing, transporting and shipping the Leased Coal, and the right and privilege to use the Premises in the manner set

forth in the Lease, all subject to and in accordance with the terms, conditions, provisions and limitations contained in the Lease.

EXCEPTING and RESERVING, however, unto Lessor all ownership interests in and to the other minerals in, on and underlying the Premises not granted, demised and leased hereunder, together with the right to utilize the same to the extent that such utilization does not interfere with Lessee's mining operations and other activities hereunder.

This Agreement is made upon the additional terms and provisions contained in the Lease, including but not limited to the following, to wit:

Lessor does hereby grant and demise unto Lessee the right to transport men, supplies, air, power, communications, materials and coal, including coal mined from other properties, under and through the Premises, to utilize the underground passageways and mine workings within and underlying the Premises for ventilation, transportation, injection/disposal of mine slurry, coal combustion byproducts, rock dust, and similar products, and to impact or make use of the Premises for surveying, exploration, core hole development, de-watering and rescue operations, plugging of abandoned oil and gas wells and facilitating Lessee's compliance with federal, state and local laws, rules and regulations, all of said rights to be exercisable by Lessee without liability to Lessor for damages arising therefrom; provided, however, that Lessee shall be liable for any damage to the surface (including structures and growing crops thereon) caused by or arising out of the exercise of the foregoing rights. Any use by Lessee of the surface of the Premises not specifically set forth in this Paragraph shall require Lessor's prior written approval.

Notwithstanding the foregoing, it is understood and agreed that the rights granted above are granted to Lessee only to the extent and insofar as Lessor has the right to grant same under the deeds pursuant to which it holds title to the Leased Coal and the Premises, and such rights are subject to all interests and rights of the owners of the surface, timber and other estates in and to the Premises to the extent not owned by Lessor.

The parties agree that the Leased Coal and Premises may be mined and used in conjunction with any and all other coal and lands now or hereafter owned, leased or controlled by the Lessee. Lessee shall have the right to drive entries and air courses across the outside boundaries of the Premises where such boundaries are contiguous to other lands or coal seams now or hereafter owned or leased by Lessee, and Lessor hereby expressly waives all duty, statutory or otherwise, on the part of Lessee to maintain a barrier pillar in the coal on either or both sides of such outside boundaries.

Lessee shall be liable for the repair and restoration of any and all subsidence damage to currently existing structures owned by Lessor on the Premises resulting from Lessee's operations hereunder.

The Lease shall be and extend for an initial term of twenty (20) years from and after the date hereof, with the right of Lessee to extend the Lease thereafter for successive one (1) year periods, provided that mining of the Leased Coal was commenced during the initial term, for as long as mining operations are being conducted by or for Lessee in the coal field of which the

Premises is a part (said coal field (the “**Coal Field**”) being described on **Exhibit B** attached hereto and incorporated herein by reference) or until exhaustion of the Leased Coal, whichever is later. Each extension of the Lease shall be subject to the terms and conditions set forth therein and shall take effect automatically unless Lessee has provided written notice of termination of the Lease prior to the beginning of any extended term.

Lessee shall have the right, after termination of the Lease for any reason, and without the obligation to make payment of Minimum Royalty, to enter within the Premises for the purpose of reclaiming areas disturbed by mining operations and otherwise complying with the requirements of any local, state or federal law, rule, regulation or ordinance, to utilize the underground passageways and mine workings within and underlying the Premises for ventilation, transportation, injection/disposal of mine slurry and similar products, and any other purpose deemed necessary or desirable in connection with its operations in the area, and to remove from the Premises all structures, mining equipment, supplies and all other property which the Lessee has placed or caused to be placed thereon. It is fully understood and agreed that the foregoing rights shall survive the expiration, cancellation, forfeiture or other termination of the Lease.

Lessor agrees to exercise, upon request by Lessee and at no cost to Lessor, any rights it may have under any oil and gas lease, right-of-way agreement or easement agreement affecting the Premises to require the oil and gas lessee or right-of-way/easement grantee to remove or relocate any pipelines which interfere with Lessee’s mining operations hereunder. In addition, Lessor agrees that any future grant(s) of oil and gas leases or pipeline easements/rights-of way shall require the lessee or grantee thereof, at its own expense, to remove and/or relocate pipelines at the request of the Lessee.

Lessor Warrants Generally its title to the Leased Coal, and the Lease covers and/or binds all interest in and to the Leased Coal and the Premises which Lessor now owns or may hereafter acquire. In addition, if, at any time during the initial ten-year term of this Agreement, Lessee identifies any coal (or undivided interest therein) owned by Lessor in the Coal Field that is not described on Exhibit A hereto, then such coal shall, at Lessee’s option, same to be exercised by written notice to Lessor, be deemed Leased Coal hereunder from and after the date of such notice. Lessee shall be authorized to pay all royalties of whatever nature as set forth in the Lease, and no change or division in ownership of the Leased Coal shall be binding upon Lessee for any purpose until the person acquiring such interest has furnished to Lessee a copy or copies of the properly recorded instrument or instruments pursuant to which such interest was acquired. All other terms and provisions of the Lease are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Coal Lease Agreement, same to be effective as of the day and year first above written.

LESSOR

THE CITY OF MADISONVILLE

By: _____

Its: _____

LESSEE

ALLIANCE RESOURCE PROPERTIES, LLC,
a Delaware limited liability company,

By: _____

Kendall S. Barret,
Vice President - Land Management,
An Authorized Officer

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____
_____, _____ of The City of Madisonville, a
_____, on behalf of the _____, on this the ____ day of
_____, 2021.

NOTARY PUBLIC (Signature)

My Commission Expires: _____

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me by Kendall S. Barret, Vice
President - Land Management of Alliance Resource Properties, LLC, a Delaware limited liability
company, on behalf of the company, on this the ____ day of _____, 2021.

NOTARY PUBLIC (Signature)

My Commission Expires: _____

Attachment: City of Madisonville - 50% int. 78.24 ac (tract inside Madville- lite surf + city limits) (rev 11-22-21 CLEAN). (1938 : RESOLUTION TO

THIS INSTRUMENT PREPARED BY:

Kendall S. Barret, Vice President – Land
Management and Corporate Counsel
Alliance Resource Properties, LLC
1146 Monarch Street, Suite 350
Lexington, Kentucky 40513
(859) 224-7200

Attachment: City of Madisonville - 50% int. 78.24 ac (tract inside Madville- lite surf + city limits) (rev 11-22-21 CLEAN). (1938 : RESOLUTION TO

EXHIBIT A

The following described property located in Hopkins County, Kentucky (together with any property owned by Lessor that adjoins same or is contiguous thereto):

Description of Property:

On the waters of Greasy Creek in Hopkins County, Kentucky, described and bounded as follows: Beginning at two black oaks in the original line and running thence S. 88 1/3 W. 90 poles to the center of Greasy Creek, in William Arnold's line; thence about South with the meanders of said creek and with the center of same 135 poles to a point in the center of said creek in C.J. Pratt's line; thence N. 88 1/2 E. 97 poles to R.L. Utterback's corner; thence with his line N. 1 2/3 W. 135 poles to the beginning, containing 78 3/4 acres, more or less.

Source of Title:

Being the same property in which an undivided 1/2 interest was conveyed to the City of Madisonville by Deed dated August 27, 1951 from Farmers National Bank, of record in Deed Book 211, Page 365 in the Office of the Hopkins County Clerk.

EXHIBIT B

[Coalfield Map or Description]

Attachment: City of Madisonville - 50% int. 78.24 ac (tract inside Madville- lite surf + city limits) (rev 11-22-21 CLEAN). (1938 : RESOLUTION TO

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: RE-APPOINTMENT OF JACK MORRIS TO THE ZONING ADJUSTMENT BOARD

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

1. Jack Morris shall be, and hereby is, re-appointed to the Zoning Adjustment Board.
2. That the term of Jack Morris shall be for four years and ending December 31, 2025.
3. That Jack Morris 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 6th of December, 2021.

ATTEST: