



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

February 22, 2022 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 - Feb 7, 2022 4:30 PM
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills & Payroll
- 7. DEPARTMENT REPORTS**
 - A. Fire Department Report
 - B. Police Department Report
- 8. NEW BUSINESS**
 - A. Resolutions**
 - A. Fair Housing Resolution
 - B. Resolution to enter into a Mutual Aid and Assistance Agreement
 - C. Reject Bids for hangar at Madisonville Regional Airport
 - D. Resolution of Designation of Applicant's Agent
- 9. MUNICIPAL ORDERS**
 - A. Re-appointment of Aimee Laffoon to the Historic District Commission
 - B. Appointment of Libby Spencer to the Historic District Commission
- 10. 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
COUNCIL CHAMBERS CONFERENCE ROOM, 77 N MAIN STREET, 2ND FLOOR,
MADISONVILLE, KY 42431**

February 7, 2022 at 4:30 PM

MINUTES

1. **CALL TO ORDER BY MAYOR KEVIN COTTON**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION BY CHIEF STEVE BRYAN**
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**

1. City Council - Regular Meeting - Jan 18, 2022 4:30 PM

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

6. **APPROVAL OF BILLS AND PAYROLL**

- A. Bills and Payroll

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

7. **NEW BUSINESS**

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A. Resolutions

A. Resolution to Accept bids for the following lot: 375 Park Row, Madisonville, KY 42431

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

B. Resolution to Accept bids for the following lot: 312 Hamilton, Madisonville, KY 42431

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

C. Resolution to Accept bids for the following lot: 631 Silkwood, Madisonville, KY 42431

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chad Menser, Ward 6
SECONDER:	Tony Space, Ward 2
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

D. A RESOLUTION AUTHORIZING THE CITY OF MADISONVILLE TO USE THE STANDARD ALLOWANCE FOR THE LOCAL FISCAL RECOVERY FUND AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT.

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

E. Motion to approve the Fair Housing Resolution

RESULT:	DEFEATED [3 TO 3]
MOVER:	Misty Cavanaugh, Ward 1
SECONDER:	Adam Townsend, Ward 3
AYES:	Cavanaugh, Townsend, Menser
NAYS:	Space, Cruz, Stevenson

F. Motion to table the Fair Housing Resolution

RESULT:	FAILED [3 TO 3]
MOVER:	Frank Stevenson, Ward 5
SECONDER:	Tony Space, Ward 2
AYES:	Space, Cruz, Stevenson
NAYS:	Cavanaugh, Townsend, Menser

G. Accept bids for metal building for Police Department

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Minutes Acceptance: Minutes of Feb 7, 2022 4:30 PM (Approval of Minutes)

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

8. FIRE DEPARTMENT LIFESAVING AWARDS

Chief John Dunning presented life saving awards to the following individuals:

Nathan Carlisle
 Brian Rice
 Dillon Baker
 Jake Taylor
 Justin Slaton
 Tyler Fulkerson
 Adam Calvert
 Caleb McGee
 Travis Harmon
 Brandon Tow
 Jason Hancock
 Taylor Fincham
 Jonathan Young
 Matt Browning
 Phillip Cooper
 Sean McCance

9. GUEST SPEAKER RON ELLIOTT

- A. Motion to accept Teague Cemetery as a donation and the responsibilities of the cost of maintaining the cemetery.

RESULT:	DEFEATED [1 TO 5]
MOVER:	Misty Cavanaugh, Ward 1
AYES:	Cavanaugh
NAYS:	Space, Townsend, Cruz, Stevenson, Menser

10. PROCLAMATION

1. Kentucky Humanities Proclamation

11. ADJOURNMENT

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

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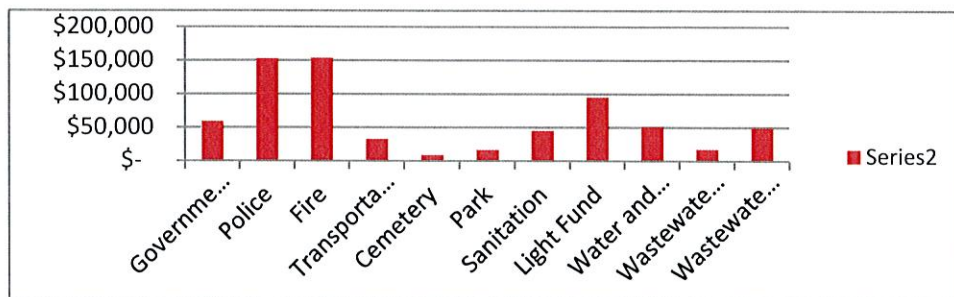
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Bills and Payroll for Council Meeting 2/22/22

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 32,567.80
			\$ 53,851.54
			\$ 146,504.72
			\$ 126,962.13
		Total General Fund	\$ 359,886.19
190	9	Sanitation	\$ 99,449.98
			\$ 27,781.74
		Total Sanitation	\$ 127,231.72
200	9	Electric/Utility Office	\$ 26,637.85
			\$ 40,475.18
		Total Electric/Utility Office	\$ 67,113.03
210	8	Water and Filter	\$ 58,451.57
			\$ 112,969.52
		Total Water Filter	\$ 171,421.09
	9	Waste Water Collection and Treatment	\$ 63,504.88
			\$ 397,871.32
		Total Wastewater Collection and Treatment	\$ 461,376.20

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 58,580
100	2100	Police	\$ 152,546
100	2300	Fire	\$ 153,281
100	3300	Transportation	\$ 32,515
100	5000	Cemetery	\$ 8,533
100	7000	Park	\$ 15,888
190	3100	Sanitation	\$ 44,591
200	1000/4500	Light Fund	\$ 94,349
200	4700/4600	Water and Filter	\$ 50,654
200	2000	Wastewater Treatment	\$ 17,063
200	2001	Wastewater Collection	\$ 49,059
		Total Payroll	\$ 677,060



See next page

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CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,912.22	.00	.00	4,912.22
100	1200	ADMINISTRATION	24,701.97	.00	.00	24,701.97
100	1400	FINANCE	17,552.07	22.71	.00	17,574.78
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	58,557.20	22.71	.00	58,579.91
100	2100	POLICE DEPT-MADISO	130,743.32	11,959.10	.00	142,702.42
100	2150	POLICE FICA	9,630.06	213.73	.00	9,843.79
		Total Police	140,373.38	12,172.83	.00	152,546.21
100	2300	FIRE DEPT-MADISONV	100,279.98	44,090.12	7,161.60	151,531.70
100	2350	FIRE FICA/NON HAZA	1,748.94	.00	.00	1,748.94
		Total Fire	102,028.92	44,090.12	7,161.60	153,280.64
100	3300	TRANSPORTATION DEP	31,850.42	664.46	.00	32,514.88
		Total Transportati	31,850.42	664.46	.00	32,514.88
100	5000	CEMETERY DEPARTMEN	8,453.41	79.22	.00	8,532.63
		Total Cemetery	8,453.41	79.22	.00	8,532.63
100	7000	PARK DEPARTMENT	15,808.80	79.60	.00	15,888.40
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	15,808.80	79.60	.00	15,888.40
190	3100	SANITATION DEPARTM	42,086.37	2,505.12	.00	44,591.49
		Total Sanitation	42,086.37	2,505.12	.00	44,591.49
200	1000	UTILITY OFFICE	23,445.10	819.31	.00	24,264.41
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	58,406.75	11,678.28	.00	70,085.03
		Total Utility Offi	81,851.85	12,497.59	.00	94,349.44
210	2000	WASTEWATER TREATME	16,744.09	319.10	.00	17,063.19
210	2001	WASTEWATER COLLECT	47,731.44	1,327.89	.00	49,059.33
		Total Wastewater T	64,475.53	1,646.99	.00	66,122.52
211	4600	FILTER DEPARTMENT	18,358.07	2,110.80	.00	20,468.87
211	4700	WATER DEPARTMENT	28,944.46	1,240.83	.00	30,185.29
		Total Water	47,302.53	3,351.63	.00	50,654.16
		Grand Totals	592,788.41	77,110.27	7,161.60	677,060.28

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

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	2/18/22	7	1	6
100	1200	ADMINISTRATION	2/18/22	11	10	1
100	1400	FINANCE	2/18/22	6	6	
100	1500	CITY CLERK	2/18/22	3	3	
100	1600	AIRPORT	2/18/22	5	5	
100	1700	ZONING	2/18/22	2	2	
100	2100	POLICE DEPT-MADISONVILLE	2/18/22	53	47	6
100	2150	POLICE FICA	2/18/22	6	3	3
100	2151	DISPATCH	2/18/22	12	12	
100	2200	ALCOHOLIC BEVERAGE CONTROL	2/18/22	1		1
100	2300	FIRE DEPT-MADISONVILLE	2/18/22	63	63	
100	2350	FIRE FICA/NON HAZARDOUS	2/18/22	1	1	
100	3300	TRANSPORTATION DEPT	2/18/22	26	26	
100	5000	CEMETERY DEPARTMENT	2/18/22	7	7	
100	7000	PARK DEPARTMENT	2/18/22	11	11	
100	7200	MAHR PARK	2/18/22	8	6	2
190	3100	SANITATION DEPARTMENT	2/18/22	24	24	
200	1000	UTILITY OFFICE	2/18/22	14	14	
200	4500	LIGHT DISTRIBUTION DEPT	2/18/22	20	20	
210	2000	WASTEWATER TREATMENT	2/18/22	7	7	
210	2001	WASTEWATER COLLECTION	2/18/22	22	22	
211	4600	FILTER DEPARTMENT	2/18/22	13	13	
211	4700	WATER DEPARTMENT	2/18/22	18	18	
Totals				340	321	19

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	192.92	.00	.00	192.92
100	1400	FINANCE	311.25	.75	.00	312.00
100	1500	CITY CLERK	.00	.00	.00	.00
100	1700	ZONING	70.00	.00	.00	70.00
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	574.17	.75	.00	574.92
100	2100	POLICE DEPT-MADISO	3,882.50	282.25	.00	4,164.75
100	2150	POLICE FICA	471.25	6.50	.00	477.75
		Total Police	4,353.75	288.75	.00	4,642.50
100	2300	FIRE DEPT-MADISONV	4,799.50	1,943.75	282.75	7,026.00
100	2350	FIRE FICA/NON HAZA	128.75	.00	.00	128.75
		Total Fire	4,928.25	1,943.75	282.75	7,154.75
100	3300	TRANSPORTATION DEP	1,879.78	25.75	.00	1,905.53
		Total Transportati	1,879.78	25.75	.00	1,905.53
100	5000	CEMETERY DEPARTMEN	487.75	4.00	.00	491.75
		Total Cemetery	487.75	4.00	.00	491.75
100	7000	PARK DEPARTMENT	563.59	4.25	.00	567.84
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	563.59	4.25	.00	567.84
190	3100	SANITATION DEPARTM	1,784.00	78.75	.00	1,862.75
		Total Sanitation	1,784.00	78.75	.00	1,862.75
200	1000	UTILITY OFFICE	958.50	31.00	.00	989.50
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,532.50	226.00	.00	1,758.50
		Total Utility Offi	2,491.00	257.00	.00	2,748.00
210	2000	WASTEWATER TREATME	526.00	9.75	.00	535.75
210	2001	WASTEWATER COLLECT	1,553.81	49.00	.00	1,602.81
		Total Wastewater T	2,079.81	58.75	.00	2,138.56
211	4600	FILTER DEPARTMENT	953.75	78.00	.00	1,031.75
211	4700	WATER DEPARTMENT	1,316.25	39.50	.00	1,355.75
		Total Water	2,270.00	117.50	.00	2,387.50
		Grand Totals	21,412.10	2,779.25	282.75	24,474.10

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

Madisonville Fire Department

Monthly Report

January 2022



INCIDENT TYPE	# INCIDENTS	
MEDICAL	86	
FIRE	53	
TOTAL	139	
# OVERLAPPING	% OVERLAPPING	
11	8%	
PRE-INCIDENT VALUE	LOSSES	
\$14,537,300.00	\$173,385.00	
DISPATCH TO RESPONDING (AVG: 0:01:22)		
	MEDICAL	FIRE
Station #1	0:01:14	0:01:35
Station #2	0:01:21	0:01:25
Station #3	0:01:10	0:01:36
Station #4	0:01:00	0:01:12
DISPATCH TO ARRIVAL (AVG: 0:04:30)		
	MEDICAL	FIRE
Station #1	0:04:10	0:03:34
Station #2	0:04:17	0:05:06
Station #3	0:04:50	0:06:09
Station #4	0:04:20	0:04:57
AVERAGE TIME ON SCENE	Monthly Training Hours	
20 minutes 42 seconds	821	
INSPECTIONS		
Pre-Incident Plans	55	
Fire Prevention Inspections	17	
Code Enforcement Cases	193	
COMMUNITY OUTREACH		
Community Programs	2	
Smoke Alarms Issued	8	

Communication: Fire Department Report (Department Reports)

Madisonville Fire Department

Incident Breakdown by %

Janurary 2022



111 - Building fire	7	5.04%
113 - Cooking fire, confined to container	2	1.44%
116 - Fuel burner/boiler malfunction, fire confined	1	0.72%
311 - Medical assist, assist EMS crew	75	53.96%
322 - Motor vehicle accident with injuries	6	4.32%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.72%
324 - Motor vehicle accident with no injuries.	3	2.16%
352 - Extrication of victim(s) from vehicle	1	0.72%
412 - Gas leak (natural gas or LPG)	5	3.6%
424 - Carbon monoxide incident	1	0.72%
440 - Electrical wiring/equipment problem, other	1	0.72%
441 - Heat from short circuit (wiring), defective/worn	2	1.44%
462 - Aircraft standby	2	1.44%
463 - Vehicle accident, general cleanup	1	0.72%
510 - Person in distress, other	1	0.72%
520 - Water problem, other	1	0.72%
550 - Public service assistance, other	2	1.44%
551 - Assist police or other governmental agency	1	0.72%
561 - Unauthorized burning	2	1.44%
611 - Dispatched & cancelled en route	6	4.32%
631 - Authorized controlled burning	1	0.72%
651 - Smoke scare, odor of smoke	1	0.72%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.72%
671 - HazMat release investigation w/no HazMat	1	0.72%
700 - False alarm or false call, other	1	0.72%
710 - Malicious, mischievous false call, other	1	0.72%
731 - Sprinkler activation due to malfunction	2	1.44%
735 - Alarm system sounded due to malfunction	7	5.04%
745 - Alarm system activation, no fire - unintentional	3	2.16%
TOTAL INCIDENTS:	139	100%

Madisonville Fire Department

Pre-Incident Plans

January 2022



1	A&M Whole Sale (Pricebusters)	1117 B E Center ST	01/26/2022
2	Baird Private Wealth Management	233 E Center ST	01/26/2022
3	Blue Dot Cab	450 Brown ST	01/05/2022
4	Brighton Cornerstone Healthcare	55 E North ST	01/05/2022
5	Burger King	1905 S Main ST	01/26/2022
6	Card Quest Hobby Shop	106 W Center ST	01/04/2022
7	Christ Church Holiness	526 Hopewell ST	01/05/2022
8	Christian Food Bank	241 W Center ST	01/05/2022
9	Concord Health Systems	2850 Hanson RD	01/05/2022
10	Farmers Bank & Trust	2215 N Main ST	01/05/2022
11	First Church of God	617 S Kentucky AVE	01/28/2022
12	Flower Grove Baptist Church	720 S Franklin ST	01/05/2022
13	GMS Mine Repair and Maintenance	1651 Progress DR	01/14/2022
14	Goodwill	101 Madison Square DR	01/26/2022
15	Grace Warehouse Church	2206 S Main ST	01/05/2022
16	Haag Family Dentistry	1250 Thornberry DR	01/26/2022
17	Holiday Inn Express & Suites	234 Midtown BLVD	01/15/2022
18	Hopkins County Central Dispatch	10 S Main ST #Rm. 15	01/15/2022
19	Hopkins County Government Center	56 N Main ST	01/26/2022
20	Hopkins County Jail	2250 Laffoon Trail	01/26/2022
21	Housing Authority (Adrian Circle)	172 Adrian CIR	01/20/2022
22	Housing Authority	234 Pride AVE	01/20/2022
23	Housing Authority (Main Office)	211 Pride AVE	01/20/2022
24	Housing Authority (N. Kentucky)	175 N Kentucky AVE	01/04/2022
25	Housing Authority Apartment	236 Murray ST	01/04/2022
26	Hunters Alignment Tires & Service	2724 North Main St. RD	01/05/2022
27	Jump Start Academy LLC.	213 E Arch ST	01/26/2022
28	King Home & Drug Care	444 S Main ST	01/05/2022
29	Mad City Scrubs	200 E Arch ST	01/04/2022
30	Madisonville City Park Clubhouse	755 Park Avenue CT	01/05/2022
31	Madisonville 1st Gen. Baptist Church	900 W Center ST	01/20/2022
32	Madisonville Garage Door	1000 Margaret CT	01/04/2022
33	Madisonville Pharmacy	200 Clinic DR #101	01/05/2022
34	Madisonville Police Department	99 E Center ST	01/04/2022
35	Marco's Pizza	17 E Arch ST	01/04/2022
36	Now and Then	575 A McCoy AVE	01/28/2022
37	Oak Grove Baptist Church	315 Graves ST	01/26/2022
38	Popeyes Chicken	81 Mid-Town BLVD	01/05/2022
39	Ruby Lodge	367 Springlake ST	01/05/2022
40	Rudd Insurance	411 N Main ST	01/04/2022
41	Sherwin Williams	1470 Chelsa DR	01/14/2022
42	Skyview Skatepark	49 Union ST	01/26/2022
43	Snooty Fox	1901 Lantaff BLVD	01/26/2022
44	Social Security Administration	4431 Hanson RD	01/05/2022
45	Spectrum	250 Madison Square DR	01/15/2022
46	Subway	21 Madison Square DR	01/26/2022
47	Todd's Furniture	181 W Center ST	01/11/2022
48	Todd's Furniture Mattress Gallery	157 W Center ST	01/11/2022
49	Todd's Furniture Warehouse	355 W Arch St.	01/04/2022
50	Todd's Select Furniture	126 W Center ST	01/11/2022
51	Todd's warehouse 2	100 W Center ST	01/11/2022
52	West Kentucky Dermatology	95 Ymca DR	01/05/2022
53	Yarbrough's Barber Shop	314B N Kentucky AVE	01/26/2022
54	YMCA	150 Ymca DR	01/14/2022
55	YMCA Main Kids Center	150 Ymca DR	01/14/2022

Madisonville Fire Department

Community Events

January 2022



Public Relations

1	01/28/2022	Public Relations Presence	First Responder Lunch	Lone Star Church
2	01/28/2022	Open House	Retirement Party	Station 1

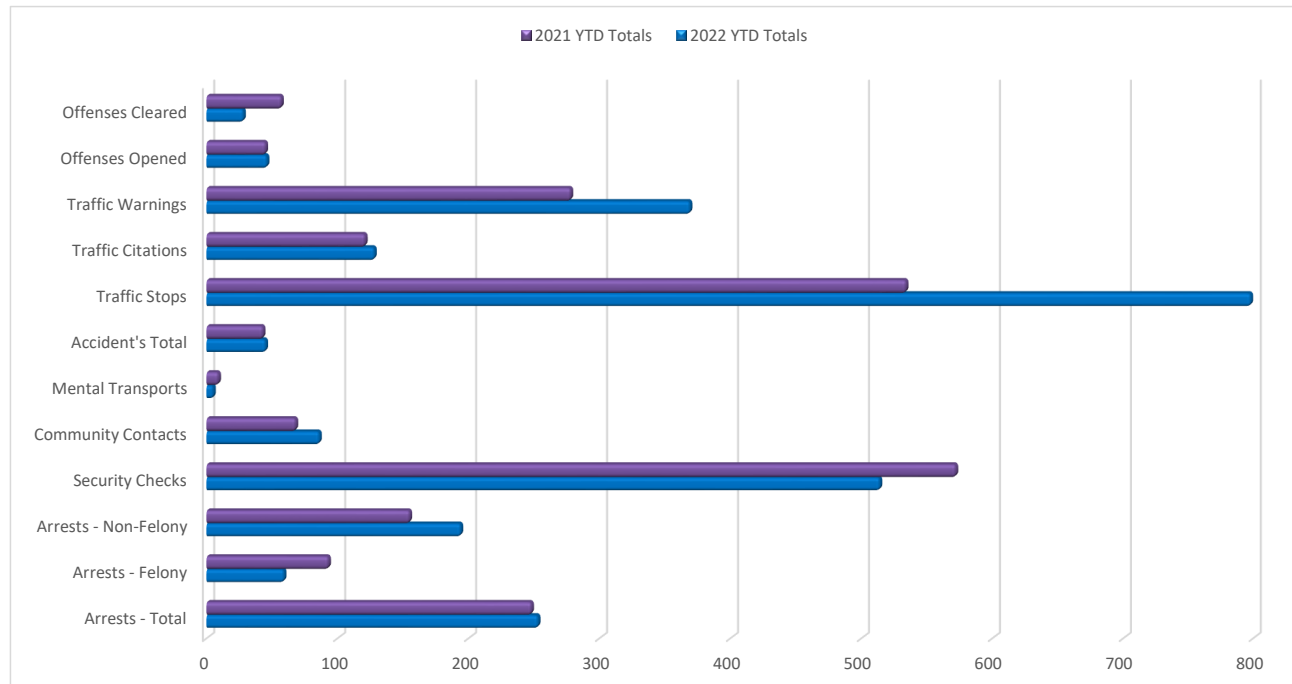


Madisonville Police Department Council Report Feb 21st, 2022



7.B

Type	Jan-22	Jan-21	2022 YTD Totals	2021 YTD Totals	Man Hours	Nov-21	Dec-21	Jan-22	Totals
Calls - Total Responses	3778	2906	3778	2906	Regular Hours	8388.17	8418.2	8255.7	25062.03
Arrests - Total	253	248	253	248	Over Time Hours	624	877.5	493.75	1995.25
Arrests - Felony	59	93	59	93	Vacation Hours	456	930	136	1522
Arrests - Non-Felony	194	155	194	155	Sick Hours	280.75	22.5	627.25	930.5
Security Checks	514	572	514	572	Training Hours	280.75	0	0	280.75
Community Contacts	86	68	86	68	Community Programs	0	0	0	0
Mental Transports	5	9	5	9	Volunteer Hours	0	0	0	0
Accident's Total	45	43	45	43	Crime Stopper Tips	15	10	10	35
Traffic Stops	798	534	798	534	Crime Stopper Arrests	2	0	2	4
Traffic Citations	128	121	128	121	Special Events: Volunteer events:				
Traffic Warnings	369	278	369	278					
Offenses Opened	46	45	46	45					
Offenses Cleared	28	57	28	57					
Stolen/Lost Property Value	\$ 20,758.49	\$ 31,008.12	\$20,758.49	\$31,008.12					
Recovered Property Value	\$ 1,998.22	\$ 10,104.13	\$1,998.22	\$10,104.13					
Average Response Time	3.46 Mins	4.53 Mins	3.46 Mins	4.53 Mins					



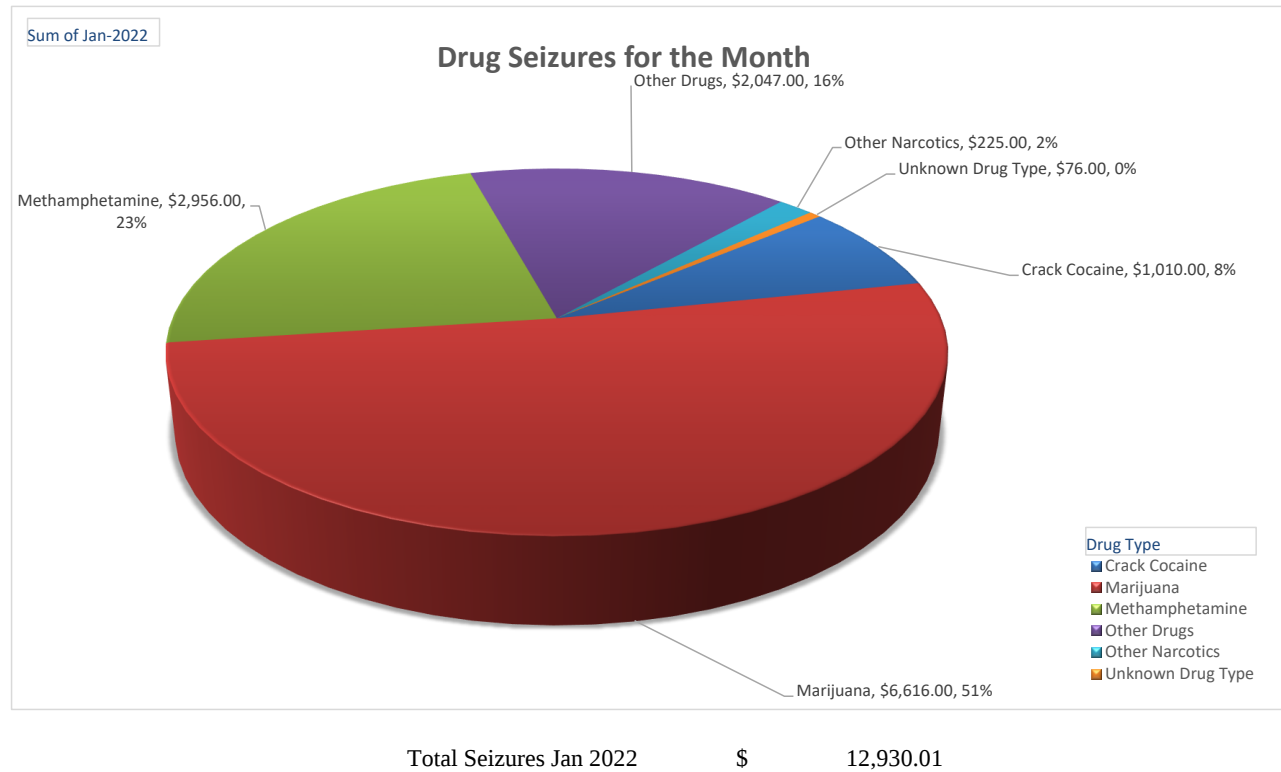
Communication: Police Department Report (Department Reports)



Madisonville Police Department Council Report Feb 21st, 2022



7.B



Communication: Police Department Report (Department Reports)

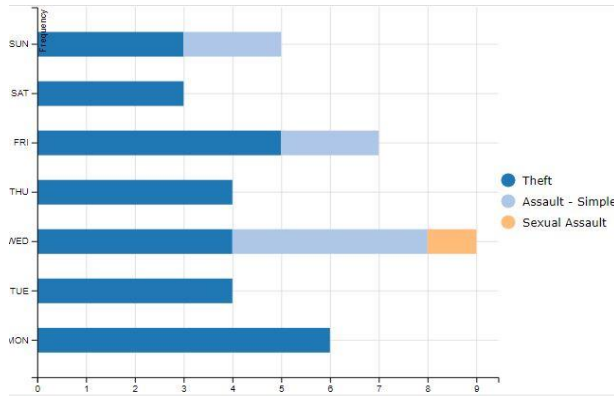


Madisonville Police Department Council Report Feb 21st, 2022

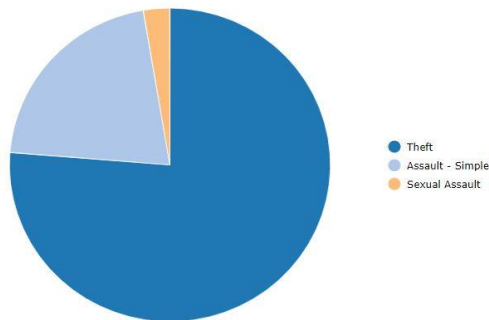


7.B

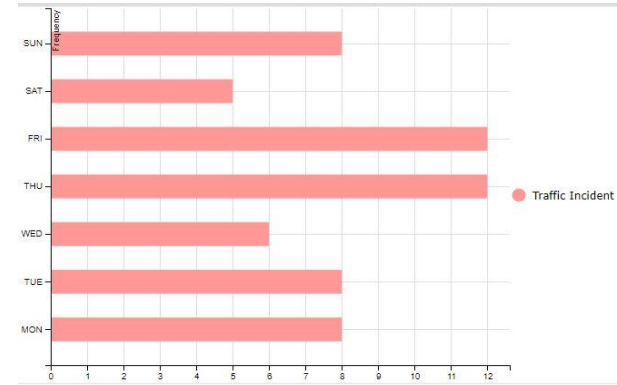
Part 1 Crimes by Day of Week



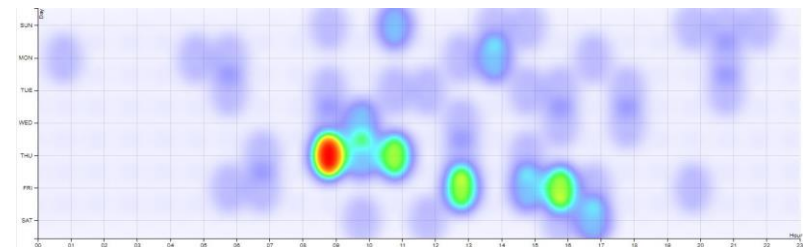
Part 1 Crimes



Traffic Accidents by Day of Week



Traffic Accident Highest Times



Communication: Police Department Report (Department Reports)

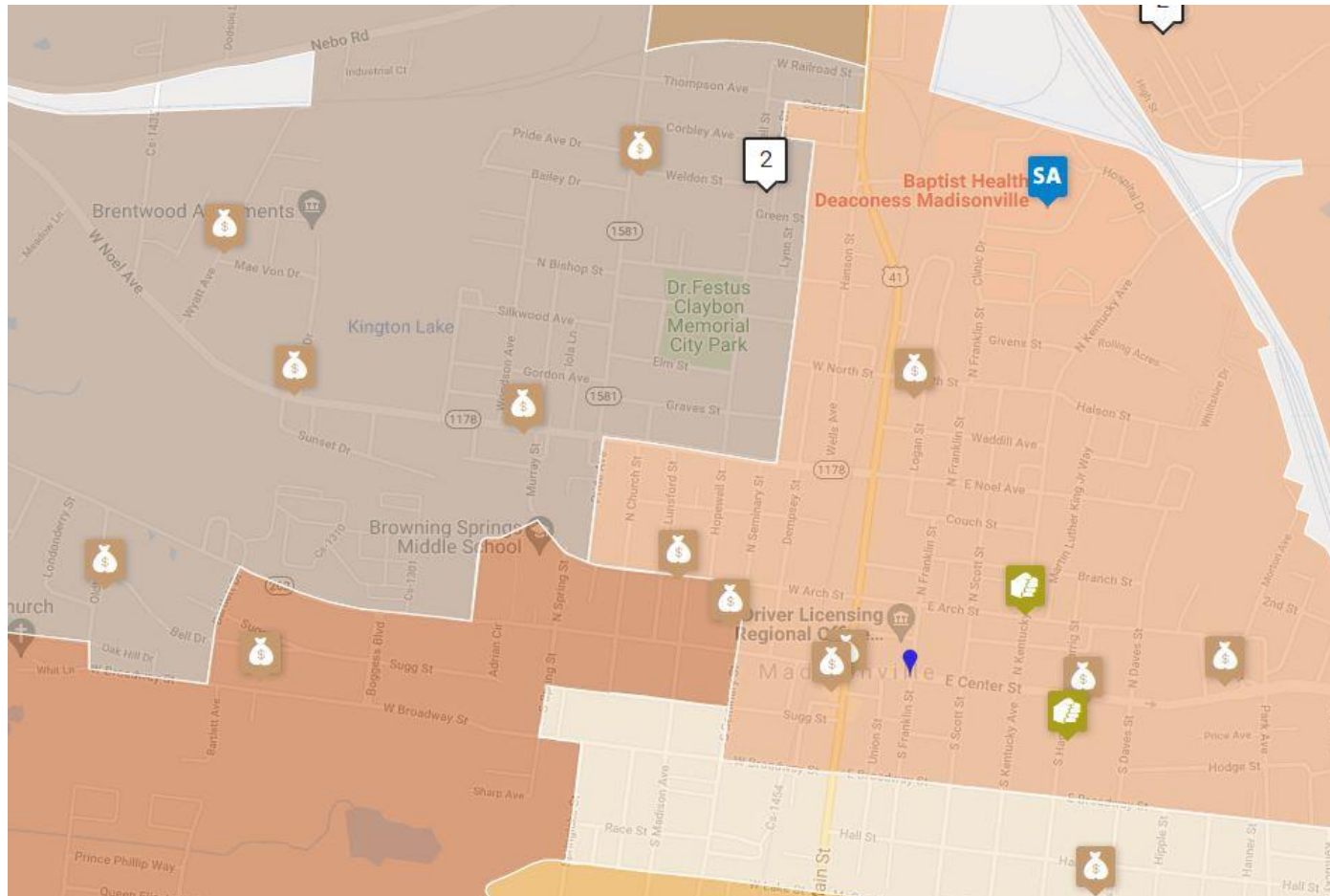


Madisonville Police Department Council Report Feb 21st, 2022



7.B

Part 1 Crimes Highest Density



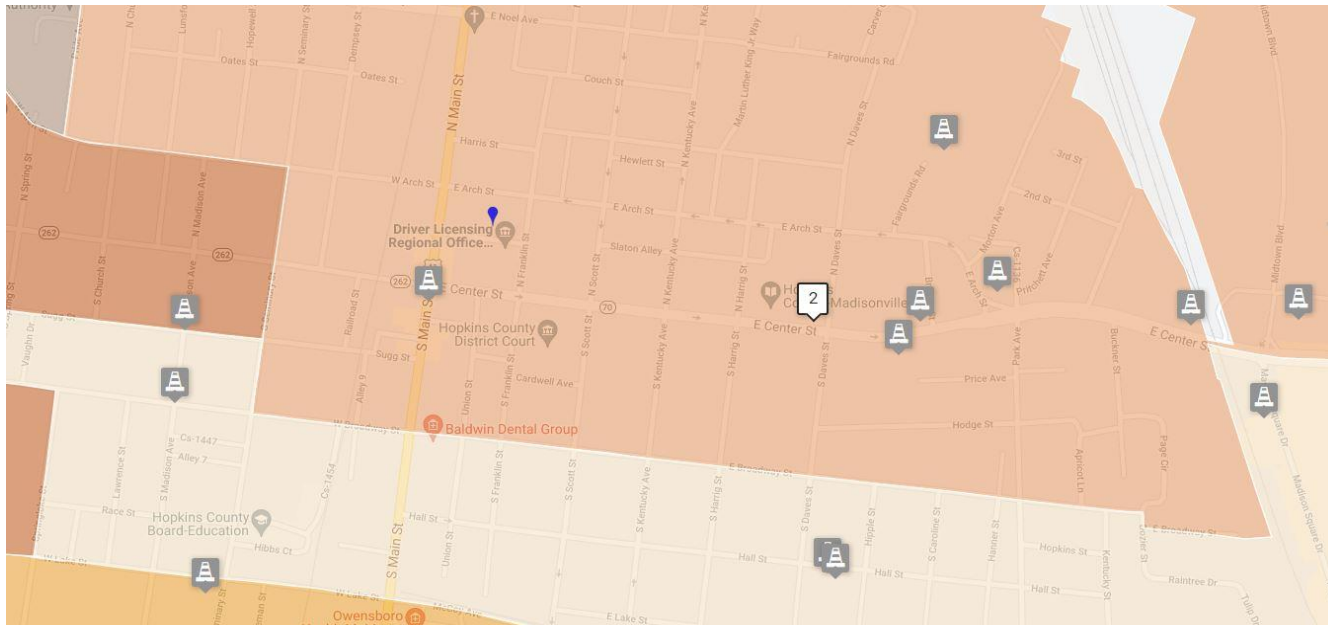


Madisonville Police Department Council Report Feb 21st, 2022



7.B

Traffic Accidents Highest Density



Communication: Police Department Report (Department Reports)



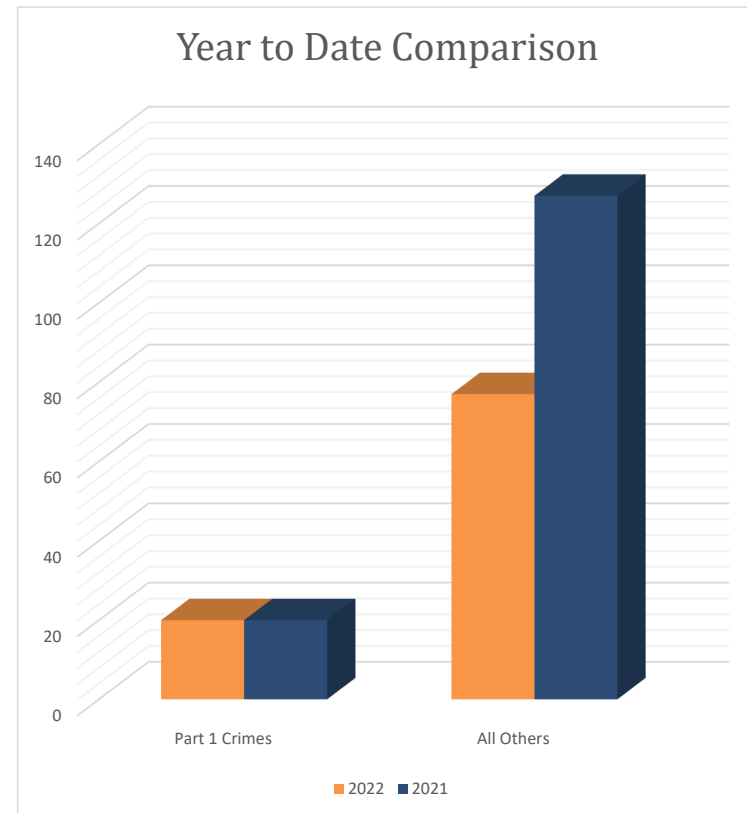
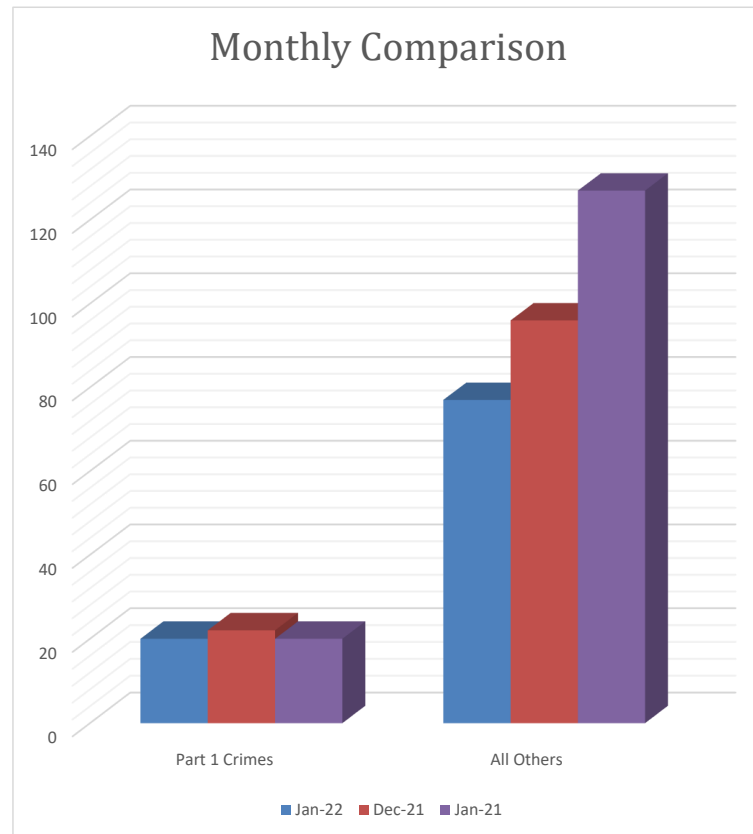
Madisonville Police Department Council Report Feb 21st, 2022



7.B

Crime Statistics Comparison

	Jan-22	Dec-21	Difference	Jan-21	Difference	Calendar Year to Date		
Part 1 Crimes	20	22	-9%	20	0%	2022	2021	Difference
All Others	77	96	-20%	127	-39%	77	127	-39%
Total	97	118	-18%	147	-34%	97	147	-34%



**CITY OF MADISONVILLE
RESOLUTION**

FAIR HOUSING RESOLUTION

LET BE KNOWN TO ALL PERSONS OF the City of Madisonville that discrimination in the sale, rental, leasing, or financing of housing or land to be used for construction of housing or in the provision of brokerage services because of race, color, religion, sex or national origin is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Madisonville to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex or national origin. The Fair Housing Amendments Act of 1988 expanded coverage to include disabled persons and families with children and HUD 2012 regulations expanded coverage to sexualorientation or gender identity. Therefore, the City does hereby pass the following Resolution:

BE IT RESOLVED that the City encourages all persons who feel they have been discriminated against because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability or familial status to seek equity under Federal and state laws by filing a complaint with the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID PROGRAM will at a minimum include: (1) printing and publicizing of this policy and other applicable fair housing information through local media and community contacts; (2) distribution of posters, flyers, and any other means that will bring attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing; and (3) prepare an analysis of impediments to fair housing choice and actions to mitigate such impediments.

ADOPTED on this 22nd day of February, 2022.

ATTEST:

**CITY OF MADISONVILLE
RESOLUTION**

RESOLUTION TO ENTER INTO A MUTUAL AID AND ASSISTANCE AGREEMENT

WHEREAS, the City of Madisonville, Kentucky desires to enter into a mutual aid agreement for Storm Damage, Debris Removal and Disposal Services and,

WHEREAS, the City of Madisonville agrees to execute the agreement and provide mutual aid and assistance to other parties under the terms and conditions contained in the attached agreement.

NOW THEREFORE, BE IT RESOLVED the Mayor is hereby authorized to execute the Mutual Aid and Assistance Agreement.

ADOPTED on this 22nd day of February, 2022.

ATTEST:

MUTUAL AID AND ASSISTANCE AGREEMENT FOR STORM DAMAGE DEBRIS REMOVAL AND DISPOSAL SERVICES

This Mutual Aid and Assistance Agreement Is made and entered into by and between the City of Dawson Springs, Kentucky and the City of Madisonville, Kentucky. Each city agrees to provide mutual aid and assistance to other under the terms and conditions set forth herein.

WITNESS: WHEREAS, the City of Dawson Springs does not have the financial resources, personnel and equipment to respond to a major disaster such as a large tornado causing wide spread devastation and destruction to a large portion of the city and the surrounding area; and

WHEREAS, the City of Dawson Springs has requested assistance from the City of Madisonville in storm debris removal and disposal services and the City of Madisonville has agreed to provide such assistance to the City of Dawson Springs upon the terms and conditions herein stated:

WHEREAS, the parties to this agreement recognize the importance of having each local entity which is a signatory of this agreement respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster regardless of location of that community; and

WHEREAS, Kentucky Revised Statutes authorizes Kentucky political subdivisions' to enter into mutual aid agreements to provide for the coordination of, communications for, training for, response to and standby for planned events and emergency responses within the Commonwealth of Kentucky; and

WHEREAS, the parties to this agreement have chosen to become a party to this agreement and wish to provide mutual aid and assistance to other parties in time of emergency or disaster.

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

SECTION I. DEFINITIONS

As used in this agreement "Agreement" means this mutual aid agreement.

As used in this agreement "Aid and Assistance" means personnel, equipment, facilities, services, supplies and other resources.

As used in this agreement "Authorized Representative" means the employee of a party, who has been authorized in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this agreement

As used in this agreement "Disaster" means any incident or situation declared as such by executive order of the Governor of Kentucky, or the President of the United States pursuant to federal law, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military or paramilitary cause.

As used in this agreement "Emergency" means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment and which a local emergency response agency determines is beyond its capabilities.

As used in this agreement "Local Emergency Declaration" means the written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred and the resulting emergency situation is beyond the capability of the local entity to manage using all local resources within its geographical limits.

As used in this agreement "Local Emergency Management Agency", as that term applies within the state of Kentucky, means the organizational unit of a city, county, urban-county, or charter county government, created pursuant to Kentucky Revised Statutes Chapter 39B, with primary jurisdiction, responsibility, and authority for all emergency management program activities within the geographical boundaries of a party. As used in this agreement "Local Entity," as the term is used within the Commonwealth of Kentucky, means a county, urban, county, charter-county, city, or other general or special purpose unit of government created pursuant to the Kentucky Revised Statutes with the express power and authority to enter into and execute a contract.

As used in this agreement "Party" means a local entity that has officially approved and adopted this agreement by resolution of its governing body. The term may also include a private organization such as an Emergency Medical Service organization that may enter into the Agreement in order to participate in the mutual aid agreement as a provider of mutual aid. Such a private organization must be incorporated or otherwise possess the express power and authority to enter into and execute a contract.

As used in this agreement "Provider" means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this agreement

As used in this agreement "Recipient" means a party that requests or receives aid and assistance from a provider pursuant to this agreement

As used in this agreement, "Emergency Responder" means a person who is required to possess a license, certificate, permit, or other official recognition for the person's expertise in a particular field or area of knowledge; and whose assistance is desirable during an emergency. The term includes, but is not limited to, the following:

- A. Firefighters, hazardous materials personnel, specialized rescue personnel, extrication personnel, water rescue personnel, storm damage debris removal and disposal and other specialized personnel; and
- B. Emergency medical services personnel.

SECTION II. INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this Agreement is a reciprocal contract, it is recognized that any Party to this Agreement may be requested by another Party to be a Provider. It is mutually understood that each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any Party to this Agreement to provide Aid and Assistance pursuant to a request from another Party. Accordingly, when a Party is requested to provide Aid and Assistance, it may in good faith deem itself unavailable to be a Provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A Party unable to honor a request for Aid and Assistance will so inform the Party initiating a request.

Given the finite resources of any Party and the potential for each Party to be unavailable for Aid and Assistance at a given point in time, the Parties mutually encourage each other to enlist other local entities in mutual Aid and Assistance efforts and to enter into such Agreements accordingly. Likewise, the Parties fully recognize that there is ample public purpose for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of the Agreement to the fullest extent possible.

All functions and activities performed under this Agreement are hereby declared to be governmental function. Functions *and* activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific Individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third Parties or persons and no third Parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by Kentucky law shall be fully applicable.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual Aid and Assistance shall not be requested unless the resources available within a Recipient's Disaster or Emergency-stricken area are deemed inadequate by a Recipient. In these instances, a Recipient may request mutual Aid and Assistance by communicating a request to a Provider, indicating the request is made pursuant to this mutual aid Agreement. All requests for mutual Aid and Assistance shall be transmitted by a Recipient's Authorized Representative or Local Emergency Management Agency as set forth below. A list of Authorized Representatives for each Party shall be attached to the officially-approved and adopted copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the Authorized Representative.

- A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: A Recipient shall initiate a request as follows:
 1. REQUESTS ROUTED THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY: A Recipient may directly contact the Local Emergency Management Agency that serves the Recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The Local Emergency Management Agency shall then contact Provider Parties on behalf of a Recipient to coordinate the provision of mutual Aid and Assistance.
 2. REQUESTS MADE DIRECTLY TO A PROVIDER: A Recipient may directly contact a Provider's Authorized Representative, setting forth the information referenced in paragraph B of Section III. All communications shall be conducted directly between a Recipient and Provider. A Provider and a Recipient using this option shall be responsible for keeping their respective Local Emergency Management Agencies advised of the status of response activities, in a timely manner.
- B. REQUIRED INFORMATION: Each request for Aid and Assistance shall be accompanied by the following information, in writing or by other available means, to the extent known:

1. AID AND ASSISTANCE: The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed.
 2. PROVIDER'S TRAVELING EMPLOYEE NEEDS: Unless otherwise specified by a Recipient, it is mutually understood that a Recipient will provide for the basic needs of Providers traveling employees, including but not limited to and sanitary facilities. Further, if an overnight stay is required, a Recipient shall house in addition to feeding the Provider's personnel at the Recipient's sole cost and expense.
 3. MEETING TIME AND PLACE: An estimated time and a specific place for a representative of a Recipient to meet the personnel and resources of any Provider.
- C. STATE AND FEDERAL ASSISTANCE: A Recipient shall be responsible for coordinating all requests for state or federal assistance with the Local Emergency Management Agency with jurisdiction.
- D. LIST OF AUTHORIZED REPRESENTATIVES: The list of Authorized Representatives for each Party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be Authorized Representative.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE IN THE EVENT OF A DISASTER

When contacted by a Recipient or a Local Emergency Management Agency regarding a request for Aid and Assistance, a Providers Authorized Representative shall assess the Provider's own local situation in order to determine the availability of personnel, equipment and other resources. If a Provider's Authorized Representative determines that the Provider has available resources, a Provider's Authorized Representative shall so notify the Recipient or the Local Emergency Management Agency (whichever communicated the request). A Provider shall submit a written acknowledgment of request for Aid and Assistance received from a Recipient or a Local Emergency Management Agency. The written acknowledgment must indicate a Provider's decision to either render Aid and Assistance or to reject a request and shall be transmitted by the most efficient and practical means to a Recipient or a Local Emergency Management Agency. A Providers acknowledgment shall contain the following information:

- A. In response to the items contained in the request, a description of the personnel, equipment and other resources available;
- B. The projected length of time such personnel, equipment and other resources will be available to serve a Recipient particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this Agreement);
- C. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Recipient; and

- D. The name of the person(s) to be designated as the Providers supervisory personnel (pursuant to the "Supervision and Control" section (Section V) of this Agreement).

When a Provider's submits a written acknowledgement to a Local Emergency Management Agency, the Local Emergency Management Agency shall notify a Recipient's Authorized Representative and forward the information received from a Provider. A Recipient or a Local Emergency Management Agency shall respond to a Provider's written acknowledgment by executing and returning a copy of the request form to a Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

A Provider shall designate supervisory personnel among its employees sent to render Aid and Assistance to a Recipient. As soon as practical, a Recipient shall assign work tasks to a Provider's supervisory personnel and, unless specifically instructed otherwise, a Recipient shall have the responsibility for coordinating communications between a Provider's supervisory personnel and a Recipient. A Recipient shall provide necessary credentials to a Provider's personnel authorizing them to operate on behalf of a Recipient.

Based upon the assignments set forth by a Recipient, a Provider's supervisory personnel shall:

- A. Have the authority to assign work and establish work schedules for a Provider's personnel. Further, have direct supervision and control of a Provider's personnel, equipment and other resources which shall, at all times, remain with a Provider's supervisory personnel. A Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a Provider shall notify a Recipient accordingly. It is expressly understood that this may involve a Recipient providing radio frequencies to a Provider while a Provider is assisting a Recipient
- B. Maintain daily personnel time records, material records and a log of equipment hours; and;
- C. Report work progress to a Recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a Provider's assistance shall be for the period agreed upon by the Authorized Representatives of a Provider and a Recipient.

As noted in Section II of this Agreement, a Provider's personnel, equipment and other resources shall remain subject to recall by a Provider to provide for its own citizens if circumstances so warrant.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that the authority having jurisdiction will be responsible for paying the Provider reasonable and documented expenses incurred by the Provider as a result of extending assistance to a Recipient, The terms and conditions governing

reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a Recipient and a Provider.

- A. **RECORD KEEPING:** A Recipient or its representative Local Emergency Management Agency shall provide information, directions and assistance for record keeping to Provider's personnel. A Provider shall maintain records and submit invoices for reimbursement by a Recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.
- B. **PAYMENT:** Other Miscellaneous Matters as to Reimbursement - The reimbursement requested for costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. A Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual Agreement.

SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

In accordance with KRS 39B.080, whenever a Provider's employees are rendering Aid and Assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of a Provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY AND EMPLOYEE BENEFITS

All Emergency Responders remain employees and agents of their respective employers and jurisdictions. This mutual aid Agreement does not create an employment relationship between the jurisdiction requesting aid and the employees and agents of the jurisdiction rendering aid. In accordance with KRS 39B.045, all pension, relief, disability, death benefits, worker's compensation benefits, and other benefits enjoyed by Emergency Responders rendering mutual aid under this mutual aid Agreement extend to the services the Emergency Responders perform outside their respective jurisdictions, as if those services had been rendered in their own jurisdiction.

SECTION X. AMENDMENTS

- A. Approval and adoptions of the Agreement by the governing body of a Party to this Agreement and the signature of a Party's chief executive officer; and
- B. Submission of a copy of an approved and adopted Agreement, along with approved minutes of the legally constituted meeting at which the Agreement was approved, to the Kentucky Division of Emergency Management.

SECTION XI. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days written notice by a Party as set forth below. Thereafter, this Agreement shall continue to be binding upon the Parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above. A Party terminating their participation in this Agreement shall submit a copy of their written termination notice to the other Party or Parties to the Agreement. A Party's termination of this Agreement shall not affect a Party's reimbursement obligations or any other liability or obligation incurred under the terms of this Agreement. Once a termination is effective, a terminated entity shall no longer be a Party to this Agreement, but this Agreement shall continue to be in force among the remaining Parties.

SECTION XII. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this Agreement.

SECTION XIII. SEVERABILITY

Should any clause, sentence, provision, paragraph or other part of this Agreement be judged by any court of competent Jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

SECTION XIV. EFFECTIVE DATE, APPROVAL AND ADOPTION

This Agreement shall take effect upon approval and adoption of the following resolution by each of the entities seeking to become a Party to the Agreement and is effective in Kentucky upon proper approval and execution by the appropriate Kentucky Local Entity. Upon final approval(s) and signature(s), a completed copy of this Agreement shall be furnished to the Kentucky Division of Emergency Management

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAWSON SPRINGS, KENTUCKY that the foregoing Mutual Aid and Assistance Agreement between the City of Dawson Springs and the City of Madisonville is hereby approved and adopted, and that the Mayor of the City of Dawson Springs is hereby authorized to execute the Agreement and the Mayor of the City of Dawson Springs, City of Dawson Springs Fire Chief, and City of Dawson Springs Chief of Police are authorized to request, offer, or otherwise provide Aid and Assistance under the terms of the Agreement for, and on behalf of the City of Dawson Springs a public entity established under the laws of the Commonwealth of Kentucky.

Passed and approved this _____ day of _____, 2022.

Chris Smiley, Mayor

CERTIFICATION

I, Janet Dunbar, duly appointed city clerk of Dawson Springs, do hereby certify that the above is a true and correct copy of a Mutual Aid and Assistant Agreement approved by the City of Dawson Springs on the _____ day of _____, 2022.

City Clerk

Official Position

Janet Dunbar

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISONVILLE, KENTUCKY that the foregoing Mutual Aid and Assistance Agreement between the City of Dawson Springs and the City of Madisonville is hereby approved and adopted, and that the Mayor of the City of Madisonville is hereby authorized to execute the Agreement and the Mayor of the City of Madisonville, the Madisonville Fire Chief, and City of Madisonville Chief of Police are authorized to request, offer, or otherwise provide Aid and Assistance under the terms of the Agreement for, and on behalf of the City of Madisonville a public entity established under the laws of the Commonwealth of Kentucky.

Passed and approved this _____ day of _____, 2022.

Kevin Cotton, Mayor

Attachment: 0214CDS.COM.agreement (1966 : Resolution to enter into a Mutual Aid and Assistance Agreement)

CERTIFICATION

I, Kim Blue, duly appointed city clerk of Madisonville, do hereby certify that the above is a true and correct copy of a Mutual Aid and Assistance Agreement approved by the City of Madisonville on the _____ day of _____, 2022.

City Clerk

Official Position

Kim Blue

Commissioner
Department of Local Government

INTERLOCAL COOPERATION AGREEMENT

ICA 16-017: The Cities of Dawson Springs and Madisonville, KY: Mutual Aid Assistance Agreement

Reviewed as to compliance with KRS 65.210 to 65.300 and recommended for approval:

Staff Attorney
Department for Local Government

Date

Approved:

Commissioner
Department for Local Government

Date

JAE.srp.COM.2022.Agreements.0214CDS.COM.agreement

**CITY OF MADISONVILLE
RESOLUTION**

REJECT BIDS FOR HANGAR AT MADISONVILLE REGIONAL AIRPORT

WHEREAS, the City of Madisonville advertised sealed bids to construct a 100 ft x 125 ft hangar at the Madisonville Regional Airport to be opened on February 18, 2022 at 10:00 a.m.; and

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

Name	Bid Amount	Additional Exterior Walls
C&C Construction.	\$749,028.00	\$6,310.00

WHEREAS, the bid was higher than expected.

NOW THEREFORE, BE IT RESOLVED that the City Council reject the bids to C&C Construction for the hangar at the Madisonville Regional Airport.

ADOPTED on this 22nd day of February, 2022.

ATTEST:

City of Madisonville, KY

Bid Opening – 100 x 125 hangar at the Madisonville Regional Airport

Date of Bid Opening: 2/18/2022

Time of Bid Opening: 10:00 am local time

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

Name	Bid	Additional Exterior Walls
C&C Contracting	\$749,028.00	\$6,310.00

Attachment: Airport Hangar (1967 : Reject Bids for hangar at Madisonville Regional Airport)

BID

PROPOSAL of C & C Contracting, LLC

(hereinafter called "BIDDER"), organized and existing under the Laws of the
State of Kentucky doing business in Kentucky
as Corporation

To: City of Madisonville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of "**Construction of a 100' x 125' Hangar, Madisonville Municipal Airport**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and the fully complete the PROJECT within on or before **120 calendar days** from notice to proceed.

BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00 for each consecutive calendar day** thereafter as provided in Section 15 of the General Conditions. Inclement weather days shall be allowed and approved by the Engineer.

Initial by Bidder

B-1

Attachment: Airport Hangar (1967 : Reject Bids for hangar at Madisonville Regional Airport)

Bid, Page 2

Note: BIDS shall include sales tax and all other applicable taxes and fees. The Owner will not be responsible for any sales tax on this job.

This Contract shall include the furnishing of all tools, equipment, material, labor and services required for the construction and installation of the Project as noted in the Specifications. The Bid is set up with one (1) Lump Sum item.

Item	Quantity	Units	Description	Unit Price	Extended Price
1	1	LS	Construction of a 100' x 125' Hangar, GE21-801 Drawings 000, S1, S2, 001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, E1, E2, E3, E4, M1, M2, P1, and P2. Please note that concrete drawings are provided for completeness but the concrete is not a part of this bid.		

TOTAL

749,028

Seven hundred forty-nine thousand twenty-eight

Dollars and

NO

Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

TOTAL \$ 749,028

Seven hundred forty-nine thousand twenty-eight

Dollars and

NO

Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

FC

Initial by Bidder

B-2

Adder for exterior metal panels for 3 exterior walls of Lean-to area. \$ 6310.00 ADD

Six thousand three hundred ten

Dollars and

NO

Bid, Page 3

Respectfully submitted:

C & C Contracting, LLC

Company

Robert Cates

Name

Member

Title

816 Meadow Lane

Address

Russellville, KY 42276

City, State, Zip Code


Signature

License number
(if applicable)

SEAL – (if BID is by a corporation)

Attachment: Airport Hangar (1967 : Reject Bids for hangar at Madisonville Regional Airport)

RESOLUTION OF DESIGNATION OF APPLICANT'S AGENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISONVILLE
(Governing Body) (Public Entity)

THAT, KEVIN COTTON, Mayor of Madisonville
(Name of Incumbent) (Official Position)

is hereby authorized to execute for and in behalf of the City of Madisonville

_____, a public entity established under the laws of the Commonwealth of

Kentucky, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief Fund.

THAT the City of Madisonville, a public entity established under the laws of the _____

Commonwealth of Kentucky, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements printed on the reverse side hereof.

ADOPTED on this 22nd day of February, 2022.

ATTEST:



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

SC 095 2100000095

Version: 1

Record Date: 03/05/21

Document Description: FEMA DR 4497 Public Assistance Grant

Cited Authority: KRS39A.030
Grant activity-Div of Emergency Mgmt

Reason for Modification:

Issuer Contact:

Name: Jane Sampson
Phone: 502-607-5764
E-mail: carolyn.j.sampson2.nfg@mail.mil

Vendor Name:

Multiple Provider

702 Capitol Avenue

OMPS

Frankfort

KY 40601

Vendor No.

ZZMISCPROC

Vendor Contact

Name: No Contact
Phone: XXX-XXX-XXXX
Email:

Effective From: 2020-07-01

Effective To: 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Miscellaneous grant awards	\$0.000000	\$60,000,000.00	\$60,000,000.00

Extended Description:

1. FAIN # FEMA - 4497DRKYP00000001

2. Declaration Date - March 28, 2020

3. Beginning on January 20, 2020 and continuing, the Commonwealth of Kentucky experienced a major disaster as a result of a national pandemic. The Commonwealth is authorized to provide Emergency Protective Measures (CAT B) for the preparation for, response to, and recovery from COVID 19. All 120 counties statewide. Effective for the period July 1, 2020 through June 30, 2022. The Public Assistance program provides supplemental Federal disaster grant assistance for the repair, replacement, or restoration of disaster-damaged, publicly-owned facilities and facilities of certain private non-profit organizations.

4. Name of Federal awarding agency - FEMA Region IV Pass-through entity - Kentucky Emergency Management, Contact Information for awarding official: Siadat Thomas at 770-220-5248

5. CFDA # and Name - 97.036 Public Assistance Program \$60,000,000.00 Start Date: July 1, 2020 End Date: June 30, 2022.

Shipping Information:**Billing Information:**

DMA - Division of Administrative Services
100 Minuteman Pkwy

Attachment: 4497 blank contract (1970 : Resolution of Designation of Applicant's Agent)

		Procurement Sec
		Frankfort KY 40601

TOTAL CONTRACT AMOUNT:**\$60,000,000.00**

Attachment: 4497 blank contract (1970 : Resolution of Designation of Applicant's Agent)

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Memorandum of Agreement Terms and Conditions
Revised March 2020

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management ("the Commonwealth") DR-4497 subrecipient ("the Contractor") to establish an agreement for this contract implements elements of a federal grant program, Public Assistance Program, authorized by Catalog of Federal Domestic Assistance number 97.036, and administered by the First Party. The initial MOA is effective from July 1, 2020 through June 30, 2022.

Scope of Services:

Provide Emergency Protective Measures (CAT B) for the preparation for, response to, and recovery from COVID 19. All 120 counties statewide. Grants for eligible expenses include emergency protective measures for managing the disaster program that occurred during the incident period January 20, 2020 and continuing as approved by FEMA.

Pricing:

Total contract amount is \$60,000,000.00. Payments from the contract will be made through the reimbursement process, whereby the Second Party provides backup for the expenditures and is reimbursed after review by the First Party.

The Second Party fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party. The preferred method of payment will be through electronic funds transfer.

(a) The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the expense.

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(b) Where applicable:

(i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

(ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.

(iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this contract. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates.

Agency Standard Terms and Conditions

General

(a) The Federal government mandates that all Federal awards are used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award. The Federal government requires that the Department of Military Affairs, as the pass through entity for such awards, monitor the performance of the subrecipient under a Federal award and impose all necessary requirements on the subrecipient in order for the Department to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

These mandates and requirements are set forth in Title 2 (Grants and Agreements) of the Code of Federal Regulations under Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards). This set of regulations is more commonly referred to as 2 CFR 200.

(b) The Kentucky Division of Emergency Management, in the exercise of its lawful duties, has determined that the functions outlined in this Contract are necessary for the performance of the statutory and regulatory requirements of the Kentucky Division of Emergency Management, Department of Military Affairs, General Government Cabinet.

(c) Per 2 CFR § 200.501, subrecipients of federal grant money disbursed under this Contract that have expended more than \$750,000 in total federal grant money during

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the subrecipient's fiscal year, beginning with fiscal year end 2016, must have a single or program specific audit conducted for that year. All subrecipients that are signatories to this Contract must ensure that any such required annual audit is performed within nine (9) months of closing of the subrecipient's fiscal year. A copy of the annual audit must be provided to the First Party no later than 30 days after receipt of the final report therefore within (10) ten months of closing of the subrecipient's fiscal year.

(d) Per 2 CFR § 200.112, subrecipients must disclose in writing any real or potential conflict of interest, as defined by Federal, state, or local statutes or regulations or the subrecipients' own existing policies, that may arise during the administration of the federal award. Subrecipients must disclose any real or potential conflicts to the applicable First Party program manager within five (5) days of learning of the conflict of interest.

(e) Per 2 CFR §200.338, subrecipients must within thirty (30) days disclose, in writing to the Federal grantor listed in the extended description of the contract and the First Party, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.338 Remedies for Noncompliance, including Suspension or Debarment.

(f) This Contract implements elements of a federal grant program from the United States Department of Homeland Security, Catalog of Federal Domestic Assistance number 97.036, Public Assistance Program Grant for which the Kentucky Division of Emergency Management is the grantee within the Commonwealth of Kentucky.

Subcontractor Requirement

The Second Parties agree that all requirements of this contract shall also be applicable and binding on any subcontractor (subject to First Party approval) the Second Parties contract with to meet the statement of work, method of payment, and deliverables of this contract.

Certification of Lobbying

(a) No state funds appropriated to the Second Parties pursuant to this contract shall be used to influence, either directly or indirectly, the introduction or modification of any federal or state legislation, or the outcomes of any federal, state or local election, referendum, or initiative.

(b) In addition, for any payment involving federal funds, the Second Parties certify to the best of their knowledge and belief, that for the preceding contract period, if any, and for this current contract period:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Second Parties, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress,

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or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.

(c) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative contract, the Second Party shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(d) The Second Parties shall require that the language of this certification be included in the award documents for all subawards at all tiers, including subcontractors, subgrants, and contracts under grants, loans, and cooperative contracts, and that all subrecipients shall certify and disclose accordingly.

(e) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Extensions and Amendments to this Contract

The terms and conditions of this contract may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.

Choice of Law and Forum Provision

The laws of the Commonwealth shall govern all questions as to the execution, validity, interpretation and performance of this contract. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky. However, see Applicable Law for exception regarding United States.

Sole Benefit

This Contract is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government and is not intended to create any other beneficiaries.

Successors and Assigns

This Contract may not be assigned by a party without the express written consent of the other party. All covenants made under this Contract shall bind and inure to the

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benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Entire Contract

This Contract forms the entire contract between the parties as to scope and subject matter of this Contract. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Contract.

Severability

If any provision of this Contract is held judicially invalid, the remainder of the Contract shall continue in force and effect to the extent not inconsistent with such holding.

Breach of Contract

(a) If a party waives enforcement of any provision of this Contract upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

(b) Breach or violation of Terms and Conditions shall be cause for termination of contract.

Data Collection/Analysis Limitations

No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this Contract.

Campaign Finance

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Contract.

Liability and Indemnity

Nothing in this Contract shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Contract. Any liabilities or claims for

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property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Contract shall be determined according to applicable law.

Financial Management System

(a) Applicable only to contracts where reimbursement is based upon actual, allowable costs.

(b) The Second Parties agree to establish and/or maintain a financial management system which shall provide for:

(i) Accurate, current, and complete disclosure of the financial results of the functions/ services performed under this contract in accordance with the reporting requirements as set forth in this Contract and attachment(s) thereto;

(ii) Records that identify the source and application of funds for activities/functions/ services performed pursuant to this contract. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances, if applicable, assets, liabilities, expenditures and income;

(iii) Effective control over and accountability for all funds, property, and other assets. The Second Parties shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this contract;

(iv) Procedures for determining reasonableness, and allow ability of costs in accordance with the terms and conditions of this Contract and any attachment(s) thereto; and

(v) Accounting records that are supported by source documentation.

Lobbying

(a) The Second Parties agree that they will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative contract; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

(b) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with

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non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Drug-Free Work Place

(a) The Second Parties agree that they will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.

(b) The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Environmental Standards

(a) The Second Parties agree that their performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7401-7671q) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), that relate generally to inspection, monitoring, entry reports and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, State, or Local environmental regulation.

(b) The Second Parties shall insure that no facility used in their performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of the First Party. The Second Parties shall notify the First Party of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Contract is under consideration for listing on the EPA list of violating facilities.

Preference for U.S. Flag Carriers

The Second Parties agree to comply with 46 U.S.C. 1241(b) and regulations issued thereunder (46 CFR Part 381) concerning the use of privately-owned United States flag commercial vessels.

Debarment and Suspension

(a) The Second Parties shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".

(b) The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by

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reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Hatch Act

The Second Parties agree to comply with the Hatch Act (5 U.S.C. 1501 -1508 and 7324 - 7328), as implemented by the United States Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officer of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Buy American Act

The Second Parties agree that they will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction materials. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA), provide the EC and NAFTA end products and construction materials are exempted from application of The Buy American Act.

Copeland "Anti-Kickback" Act

The Second Parties agree that they will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in United States Department of Labor (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Purchasing and Specifications

The Second Parties certify that he/they will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/they attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph, "He" is construed to mean "They" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "He" is construed to mean any person with an interest therein.

Confidentiality

The Second Parties agree that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the second party by the First Party in the administration of this contract.

Audit Requirements and Required Monitoring

Subrecipient Audit Requirements

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If the Second Party is a governmental entity, an institution of higher learning, or other nonprofit institution, the Second Party shall procure an audit in accordance with the 2 CFR 200, Subpart F-Audit Requirements. The Second Party must ensure that any such required annual audit is performed within nine (9) months of closing of the Second Party's fiscal year. The Second Party shall fully comply with the Federal Audit Clearinghouse (FAC) audit submission requirements set forth in 2 CFR 200.512. The First Party shall access the FAC to obtain the Second Party's audit reporting package and data collection form for review as soon as practicable after required submission. The First Party shall reserve the right to require the Second Party provide a copy of the audit in the event that the FAC submission is not accessible, or if the Second Party fails to comply with the requirements of 2 CFR 200.512.

Subrecipient Monitoring Required Risk Assessment

2 CFR §200.331(b) requires that the First Party evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:

- (a) The subrecipient's prior experience with the same or similar subawards;
- (b) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
- (c) Whether the subrecipient has new personnel or new or substantially changed systems; and
- (d) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

Monitoring of Subrecipient

2 CFR §200.331(d) requires that the First Party, as the pass through entity, monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. In accordance with 2 CFR §200.331(d) First Party monitoring of the subrecipient must include:

- (a) Reviewing financial and performance reports required by the First Party.
- (b) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the First Party detected through audits, on-site reviews, and other means.

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(c) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the First Party as required by 2 CFR §200.521 Management decision.

Monitoring Tools

Depending upon the First Party's assessment of risk posed by the subrecipient (as described in Required Risk Assessment); monitoring tools may be utilized to ensure proper accountability and compliance with program requirements and achievement of performance goals. Monitoring tools include but are not limited to:

- (a) Providing subrecipients with training and technical assistance on program-related matters; and
- (b) Performing on-site reviews of the subrecipient's program operations;
- (c) Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 Audit services.

Imposition Of Specific Subaward Conditions

2 CFR §200.331(c) requires that the First Party consider the imposition of specific subaward conditions upon a subrecipient as needed under the following circumstances stated in 2 CFR §200.207 (*Specific Conditions*):

- (a) Based on criteria set forth in 2 CFR §200.205, Federal awarding agency review of risk posed by applicants;
- (b) When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
- (c) When an applicant or recipient fails to meet expected performance goals as described in 2 CFR §200.210 Information contained in a Federal award; or
- (d) When an applicant or recipient is not otherwise responsible.

These additional Federal award conditions may include items such as the following:

- (a) Requiring payments as reimbursements rather than advance payments;
- (b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- (c) Requiring additional, more detailed financial reports;
- (d) Requiring additional project monitoring;
- (e) Requiring the non-Federal entity to obtain technical or management assistance; or
- (f) Establishing additional prior approvals.

The First Party must notify the subrecipient as to:

- (a) The nature of the additional requirements;

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- (b) The reason why the additional requirements are being imposed;
- (c) The nature of the action needed to remove the additional requirement, if applicable;
- (d) The time allowed for completing the actions if applicable, and
- (e) The method for requesting reconsideration of the additional requirements imposed.

Any specific conditions shall be promptly removed once the conditions that prompted them have been corrected.

Remedies For Noncompliant Subrecipients

2 CFR §200.331(h) requires that the First Party consider taking enforcement action against subrecipients who fail to comply with Federal statutes, regulations or the terms and conditions of a Federal award when the First Party determines that noncompliance cannot be remedied by imposing additional conditions as described under Imposition of Specific Subaward Conditions. In accordance with §200.338 (Remedies for noncompliance) the First Party may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Recommend to the Federal awarding agency to initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency.
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

Applicable Law

This Contract is incidental to the implementation of a federal grant program. Accordingly, this Contract shall be governed by and construed according to Federal law as it may affect the right, remedies, and obligations of the United States.

Governing Regulations

To the extent not inconsistent with the express terms of this Contract, the provisions of 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and 2 CFR 200, Subpart E, Cost Principles, which are hereby incorporated by reference as if fully set forth herein, shall govern this Contract.

Procurement

The acquisitions of goods and services by the Contractor in performance of the Contract shall be according to applicable Commonwealth of Kentucky contracting procedures and the applicable federal standards and procedures to include, but not limited to, 2 CFR 200, 44 CFR, 49 CFR, and 32 CFR.

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Environmental Requirements

The contractor is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR and 2 CFR 200 in the execution and administration of this contract.

Uniform Administrative Requirements

The contractor will follow the administrative requirements under 2 CFR Part 200, and 49 CFR.

Cost Principles

Allowability of costs for reimbursement will be determined as outlined in 2 CFR 200 Subpart E-Cost Principles.

Contract Work Hours and Safety Standards Act

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 3701 - 3708) as supplemented by Department of Labor Regulation.

Patent Rights

This standard Patent Right Clause found at 37 CFR 401.12 is hereby incorporated by reference which governs rights to inventions made by non-profit organizations and small business firms under Government grants, contracts, and cooperative contracts.

Davis-Bacon Act

As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he

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or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Federal Discrimination Clause

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

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(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

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

- (i) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- (ii) Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
- (iii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- (iv) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

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Federal Access to Records Clause

The subrecipient, as defined by 2 CFR §200.93, is required to permit the First Party and auditors to have access to its records and financial statements as necessary for the First Party to meet the requirements of 2 CFR §200.331 (a)(5) and the appropriate terms and conditions concerning closeout of the subaward.

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**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

1.00 Effective Date:

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation clause:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.

4.00 Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

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service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

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with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

☐ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

☐ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

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available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

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with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Signature

Title

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

**IN RE: RE-APPOINTMENT OF AIMEE LAFFOON 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 Amiee Laffoon shall be, and hereby is, re-appointed to the Historic District Commission.
2. That the term of Amiee Laffoon shall be for three (3) years and ending February 22, 2025.
3. That Amiee Laffoon 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 22nd of February, 2022.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: APPOINTMENT OF LIBBY SPENCER 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 Libby Spencer shall be, and hereby is, appointed to the Historic District Commission.
2. That the term of Libby Spencer shall be for three (3) years and ending February 22, 2025.
3. That Libby Spencer 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 22nd of February, 2022.

ATTEST: