



AGENDA

- 1. CALL TO ORDER BY MAYOR KEVIN COTTON**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
 - A. Minutes of January 3, 2023
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills and Payroll
- 7. DEPARTMENT REPORTS**
 - A. Business Licenses Report
 - B. Planning & Zoning Report
 - C. Fire Department Report
- 8. NEW BUSINESS**
 - A. Second Reading Ordinances - Ordinance for creation and sale of the franchise for the privilege of constructing, transporting, operating, maintaining and distributing natural gas
 - B. Resolutions
 - A. Resolution of Madisonville Municipal Utilities accepting the grant, approving the grant assistance agreement, authorizing the amendment of the Madisonville Municipal Utilities' Annual Budget, and authorizing a representative to sign all related documents
 - B. Resolution to Declare Lot as Surplus
 - C. Municipal Orders
 - A. Appointment of Genia Matchem to Tourism Advisory Board
- 9. Proclamation**
 - A. Family Resources and Youth Services Coordinators Appreciation Week
- 10. ADJOURNMENT**



MINUTES

1. CALL TO ORDER BY COUNCIL MEMBER FRANK STEVENSON

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. ROLL CALL

Present: Council Member Misty Cavanaugh, Council Member Tony Space, Council Member Adam Townsend, City Council Member Larry Noffsinger, Council Member Frank Stevenson, Council Member Chad Menser

Absent: Mayor Kevin Cotton

5. APPROVAL OF MINUTES

A. Minutes of December 19, 2022

RESULT: Approved

MOVER: City Council Member Larry Noffsinger

SECONDER: Council Member Tony Space

AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

6. APPROVAL OF BILLS AND PAYROLL

A. Bills and Payroll

RESULT: Approved

MOVER: City Council Member Larry Noffsinger

SECONDER: Council Member Adam Townsend

AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

7. Council Committee Report

A. Appointment of Chairman of City Council

RESULT: Motion to appoint Frank Stevenson of Chairman of City Council
MOVER: Council Member Adam Townsend
SECONDER: Council Member Tony Space
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Chad Menser
NOES: None
ABSTAIN: Frank Stevenson

8. DEPARTMENT REPORTS

- A. Planning & Zoning
- B. Water Department Updates
- C. Business Licenses

9. NEW BUSINESS

- A. First Reading Ordinances

- A. Ordinance for the creation and sale of a franchise for the privilege of constructing, transporting, operating, maintaining and distributing natural gas

First Reading - Second Reading will be held on February 6, 2023

- B. Executive Orders

- A. Appointment Shannon Harmon to Tax Appeals Board

- B. Appointment of City Council Committee Assignments

- C. Municipal Orders: Appointments to Tourism Advisory Board

RESULT: Approval of Emily McEnaney to Tourism Advisory Board
MOVER: Adam Townsend
SECONDER: Larry Noffsinger
AYES: All in favor
NOES: None
ABSTAIN: None

RESULT: Approval of Karen Tapp to Tourism Advisory Board
MOVER: Adam Townsend
SECONDER: Tony Space
AYES: All in favor
NOES: None
ABSTAIN: None

RESULT: Approval of Tim Whitsell to Tourism Advisory Board
MOVER: Adam Townsend
SECONDER: Larry Noffsinger
AYES: All in favor
NOES: None
ABSTAIN: None

RESULT: Approval of Michael Hunt to Tourism Advisory Board
MOVER: Larry Noffsinger
SECONDER: Tony Space
AYES: All in favor
NOES: None
ABSTAIN: None

RESULT: Approval of Elizabeth Oldham to Tourism Advisory Board
MOVER: Adam Townsend
SECONDER: Tony Space
AYES: All in favor
NOES: None
ABSTAIN: None

RESULT: Approval of Labarron McAdoo
MOVER: Chad Menser
SECONDER: Larry Noffsinger
AYES: All in favor
NOES: None
ABSTAIN: None

RESULT: Approval of Lyle Crouch to Tourism Advisory Board
MOVER: Chad Menser
SECONDER: Tony Space
AYES: All in favor
NOES: None
ABSTAIN: None

RESULT: Approval of Chip Tate to Tourism Advisory Board
MOVER: Chad Menser
SECONDER: Tony Space
AYES: All in favor
NOES: None
ABSTAIN: None

D. Ron Elliott - Teague Cemetery

10. ADJOURNMENT

RESULT: Adjourn

MOVER: Council Member Adam Townsend
SECONDER: Council Member Tony Space
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger,
Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

	A	B	C	E	F
1			Bills and Payroll for Council Meeting 2/6/2023		
2	Co#	Bank#	Fund Name		
3	100	1	General Fund	\$ 70,731.36	
4				\$ 36,129.04	
5				\$ 135,194.29	
6				\$ 105,435.74	
7			Total General Fund	\$ 347,490.43	
8	190	7	Sanitation	\$ 162,129.34	
9				\$ 14,268.51	
10				\$ 48,314.94	
11				\$ 727.86	
12			Total Sanitation	\$ 225,440.65	
13	200	7	Electric/Utility Office	\$ 75,280.07	
14				\$ 9,045.08	
15				\$ 86,135.21	
16				\$ 46,355.07	
17			Total Electric/Utility Office	\$ 216,815.43	
18	210	6	Water and Filter	\$ 25,236.40	
19				\$ 35,822.72	
20				\$ 88,258.64	
21				\$ 69,019.83	
22			Total Water Filter	\$ 218,337.59	
23		7	Waste Water Collection and Treatment	\$ 4,152.27	
24				\$ 20,821.66	
25				\$ 171,617.80	
26				\$ 62,524.69	
27			Total Wastewater Collection and Treatment	\$ 259,116.42	
28					
29					
30	Co#	Dept #	Department Name	Amount	
31	100	Various	Governmental	\$ 47,238	
32	100	2100	Police	\$ 141,034	
33	100	2300	Fire	\$ 147,811	
34	100	3300	Transportation	\$ 25,583	
35	100	5000	Cemetery	\$ 9,749	
36	100	7000	Park	\$ 17,127	
37	190	3100	Sanitation	\$ 55,581	
38	200	1000/4500	Light Fund	\$ 91,094	
39	200	2000	Wastewater Treatment	\$ 20,204	
40	200	2001	Wastewater Collection	\$ 33,143	
41	200	4700/4600	Water and Filter	\$ 49,136	
42			Total Payroll	\$ 637,701	
43	Number of Employees Paid February 3, 2023 See next page				
44					
45					
46					
47					
48					
49					
50					
51					

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	2/03/23	7	1	6
100	1200	ADMINISTRATION	2/03/23	6	5	1
100	1400	FINANCE	2/03/23	5	5	
100	1500	CITY CLERK	2/03/23	4	4	
100	1600	AIRPORT	2/03/23	4	4	
100	1700	ZONING	2/03/23	2	2	
100	1800	HUMAN RESOURCES	2/03/23	4	4	
100	2100	POLICE DEPT-MADISONVILLE	2/03/23	50	44	6
100	2150	POLICE FICA	2/03/23	7	2	5
100	2151	DISPATCH	2/03/23	12	12	
100	2200	ALCOHOLIC BEVERAGE CONTROL	2/03/23	1		1
100	2300	FIRE DEPT-MADISONVILLE	2/03/23	65	65	
100	3300	TRANSPORTATION DEPT	2/03/23	18	16	2
100	5000	CEMETERY DEPARTMENT	2/03/23	7	7	
100	7000	PARK DEPARTMENT	2/03/23	16	14	2
100	7200	MAHR PARK	2/03/23	9	7	2
190	3100	SANITATION DEPARTMENT	2/03/23	30	29	1
200	1000	UTILITY OFFICE	2/03/23	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	2/03/23	20	20	
210	2000	WASTEWATER TREATMENT	2/03/23	9	9	
210	2001	WASTEWATER COLLECTION	2/03/23	20	20	
210	2002	ENGINEERING & STORMWATER	2/03/23	5	5	
211	4600	FILTER DEPARTMENT	2/03/23	11	11	
211	4700	WATER DEPARTMENT	2/03/23	16	16	
		Totals		343	317	26

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	6,725.30	.00	.00	6,725.30
100	1200	ADMINISTRATION	14,960.24	.00	.00	14,960.24
100	1400	FINANCE	12,185.12	.00	.00	12,185.12
100	1500	CITY CLERK	8,040.41	.00	.00	8,040.41
100	1700	ZONING	4,103.22	.00	.00	4,103.22
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,224.00	.00	.00	1,224.00
		Total Government	47,238.29	.00	.00	47,238.29
100	2100	POLICE DEPT-MADISO	121,938.62	12,546.87	.00	134,485.49
100	2150	POLICE FICA	6,419.27	129.54	.00	6,548.81
		Total Police	128,357.89	12,676.41	.00	141,034.30
100	2300	FIRE DEPT-MADISONV	101,853.92	44,614.45	1,342.52	147,810.89
100	2350	FIRE FICA/NON HAZA	.00	.00	.00	.00
		Total Fire	101,853.92	44,614.45	1,342.52	147,810.89
100	3300	TRANSPORTATION DEP	25,433.39	150.04	.00	25,583.43
		Total Transportati	25,433.39	150.04	.00	25,583.43
100	5000	CEMETERY DEPARTMEN	9,314.23	435.23	.00	9,749.46
		Total Cemetery	9,314.23	435.23	.00	9,749.46
100	7000	PARK DEPARTMENT	16,955.53	171.75	.00	17,127.28
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	16,955.53	171.75	.00	17,127.28
190	3100	SANITATION DEPARTM	54,932.63	648.20	.00	55,580.83
		Total Sanitation	54,932.63	648.20	.00	55,580.83
200	1000	UTILITY OFFICE	27,347.15	307.00	.00	27,654.15
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	61,838.88	1,600.79	.00	63,439.67
		Total Utility Offi	89,186.03	1,907.79	.00	91,093.82
210	2000	WASTEWATER TREATME	20,063.04	141.33	.00	20,204.37
210	2001	WASTEWATER COLLECT	31,817.94	1,324.68	.00	33,142.62
		Total Wastewater T	51,880.98	1,466.01	.00	53,346.99
211	4600	FILTER DEPARTMENT	19,204.10	1,824.12	.00	21,028.22
211	4700	WATER DEPARTMENT	27,632.92	474.68	.00	28,107.60
		Total Water	46,837.02	2,298.80	.00	49,135.82
		Grand Totals	571,989.91	64,368.68	1,342.52	637,701.11

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	40.00	.00	.00	40.00
100	1400	FINANCE	40.00	.00	.00	40.00
100	1500	CITY CLERK	81.00	.00	.00	81.00
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	231.00	.00	.00	231.00
100	2100	POLICE DEPT-MADISO	3,981.45	282.75	.00	4,264.20
100	2150	POLICE FICA	331.00	4.00	.00	335.00
		Total Police	4,312.45	286.75	.00	4,599.20
100	2300	FIRE DEPT-MADISONV	5,716.75	1,934.00	49.75	7,700.50
100	2350	FIRE FICA/NON HAZA	.00	.00	.00	.00
		Total Fire	5,716.75	1,934.00	49.75	7,700.50
100	3300	TRANSPORTATION DEP	1,366.50	5.50	.00	1,372.00
		Total Transportati	1,366.50	5.50	.00	1,372.00
100	5000	CEMETERY DEPARTMEN	508.75	21.75	.00	530.50
		Total Cemetery	508.75	21.75	.00	530.50
100	7000	PARK DEPARTMENT	746.41	8.25	.00	754.66
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	746.41	8.25	.00	754.66
190	3100	SANITATION DEPARTM	2,492.40	19.50	.00	2,511.90
		Total Sanitation	2,492.40	19.50	.00	2,511.90
200	1000	UTILITY OFFICE	840.00	12.50	.00	852.50
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,545.25	27.25	.00	1,572.50
		Total Utility Offi	2,385.25	39.75	.00	2,425.00
210	2000	WASTEWATER TREATME	693.00	4.00	.00	697.00
210	2001	WASTEWATER COLLECT	1,566.75	47.75	.00	1,614.50
		Total Wastewater T	2,259.75	51.75	.00	2,311.50
211	4600	FILTER DEPARTMENT	876.00	59.25	.00	935.25
211	4700	WATER DEPARTMENT	1,152.75	16.25	.00	1,169.00
		Total Water	2,028.75	75.50	.00	2,104.25
		Grand Totals	22,048.01	2,442.75	49.75	24,540.51

START-DT	NAME	DBA
1/28/23	WESTERN KENTUCKY THOROUGHBRED	EVENT DATE 01/28/23
1/01/23	KIMBERLY BRITO	DELGADOS TAX
1/01/23	DAWN WALKER	DBA TAXES R US
1/01/23	MARGARET ROSSMAN-ROACH	DBA MAGNEGRIP
1/01/23	AMANDA LAMPTON	ENVIOUS AESTHETICS LLC
1/01/23	RAJUSHA MADISON INC	KT'S SMOKE SHOP II
1/01/23	REBEKAH BEAN	BEKAH BEAN PHOTOGRAPHY
1/01/23	SFP HOLDING INC.	SUMMIT FIRE & SECURITY LLC
1/09/23	JACOB RENFRO	JAKE'S ODD JOBS
1/09/23	NOAH FECHTER-DECKSON & AARON CHAPMAN	AVOLRION TACTICAL
1/10/23	KAMLESH PATEL	LIQUOR STOP (KNM5 INC.)
1/12/23	TERRI ALKIRE	ALKIRE'S ALL SOURCE
1/12/23	CENTER STREET DINER	CENTER STREET DINER
1/13/23	MATTHEW JEREMY SMITH	SMITHWERKS
1/17/23	LUKE A RAY	QUALITY PIZZA
1/17/23	MIKE AND LISA MULLINS	JUNK MONKEY THRIFT STORE
1/01/23	DANIEL HAGER	HAGER AND SON'S MARKS ELECTRIC
1/23/23	JOSH CHAPPEL	CHAPPEL'S LAWN CARE
1/01/23	JOHN CHI	CUTE NAILS & SPA INC.
1/11/23	TIMOTHY GARY	OLDE KENTUCKY FARM PARTNERS
1/01/23	OLIVIA LESLIE	

**CITY OF MADISONVILLE
BUILDING PERMIT MONTHLY REPORT**

January 2023

Permit #	Issued	Construciton Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
7210	1/2/23	1 North Main Street	FWH Properties, LLC	R & A Premier Construction	Commercial Alteration	Office Space	\$216	\$40,000	1450
7211	1/3/23	762 Glencrest Drive	Rick Vaughn	Backyard Fences	Residential Accessory	Fence	\$25	\$5,600	0
7212	1/11/23	31 East Center (Event Center)	Clint Sharber	Hopkins County Gutter and	Commercial Alteration	Event Center	\$161	\$35,000	1704
7213	1/18/23	39 South Main Street	Maggie's Cakes & More LLC	Blanchard Construction	Commercial Alteration	Bakery	\$142	\$25,000	1155
7214	1/19/23	770 Hanson Street	Linda Bell	Jonathan Gibson	Residential Addition	Porch	\$62	\$6,000	144
7215	1/19/23	2955 Nebo Road (Fortner Gas)	Shane Fortner	Allied Contracting	Commercial Accessory	Office Space	\$288	\$89,306	480
7216	1/24/23	1005 Nebo Road	Johnston Supply Paducah	Pullin Group	Commercial Alteration	Retail	\$500	\$50,000	5000
7217	1/24/23	515 Island Park Drive	Berry Iowa LLC	Pullin Group	Industrial Alteration	Office Space	\$274	\$100,000	2171
7218	1/17/23	210 Green Meadows Drive	Dan Pullin	Pullin Group	Residential Alteration	Remodel	\$257	\$125,000	2590
7219	1/24/23	579 Gordon Avenue	Dan Pullin	Pullin Group	Residential Alteration	Remodel	\$185	\$50,000	1691
					Totals	10	\$2,110	\$525,906	

ZONING & PERMIT OFFICE

MONTHLY ACTIVITY REPORT

January 2023

BUILDING PERMITS	CONSTRUCTION COST	# PERMITS ISSUED	FEES COLLECTED
Type of Construction			
New Residential/SFD	\$0	0	\$0
Duplex	\$0	0	\$0
Multi-Family	\$0	0	\$0
Residential Addition	\$6,000	1	\$62
Residential Accessory	\$5,600	1	\$25
Residential Alteration	\$175,000	2	\$442
New Commercial	\$0	0	\$0
Commercial Addition	\$0	0	\$0
Commercial Accessory	\$89,306	1	\$288
Commercial Alteration	\$150,000	4	\$1,019
New Industrial	\$0	0	\$0
Industrial Additon	\$0	0	\$0
Industrial Accessory	\$0	0	\$0
Industrial Alteration	\$100,000	1	\$274
Other	\$0	0	\$0
TOTAL BUILDILNG PERMITS	\$525,906	10	\$2,110

SIGN PERMITS		1	\$400
Name	Location		
Take 5 Car Wash #32/Take 5 Car Wash	3 Chelsa Dr		

DEMOLITION PERMITS		0	\$0
Name	Location		

HVAC PERMITS		4	\$685
Name	Location		
Byan Woodard	1 North Main St		
Hometown HT & AC/Clint Duke/David Wier	2747 Sawgrass Cir		
Hometown HT & AC/Clint Duke/David Wier	2767 Sawgrass Cir		
Brad Giffin	431 Browning St		

MAJOR DEVELOPMENT PLANS		0	\$0
Name	Location		

ZONING MAP/TEXT AMENDMENTS		0	\$0
Name	Location		

		# PERMITS ISSUED	FEEES COLLECTED
ZONING COMPLIANCE REQUESTS		0	\$0
<i>Name</i>	<i>Location</i>		
DIMENSIONAL VARIANCE		0	\$0
<i>Name</i>	<i>Location</i>		
CONDITIONAL USE		0	\$0
<i>Name</i>	<i>Location</i>		
UTILITY REQUESTS		0	\$0
<i>Name</i>	<i>Location</i>		
MISCELLANEOUS/ADDITIONAL FEES		0	\$0
<i>Name</i>	<i>Location</i>		
COA'S (Historic District Commission)		0	N/A
<i>Name</i>	<i>Location</i>		
SPECIAL USE PERMITS (Outside Sales)		0	N/A
<i>Name</i>	<i>Location</i>		
MOBILE FOOD VENDOR PERMIT		7	\$700
<i>Name</i>	<i>Location</i>		
Uncle Mont's Barbecue & Grill/Martinas Lamont Wilkes	Commercial Properties & Events		
Juicy Butts BBQ/Perry Youngblood	Commercial Properties & City Lots		
Let's Get Fried/Melisa Bruner	Commercial Properties & City Lots		
Jus Bergers LLC/LaQuita Swaney	Commercial Properties		
She Brews It/Brenda M Carter	Commercial Properties & Events		
Rollin Smoke BBQ, LLC/Ashton Rowley	Commercial Properties		
Chick-Fil-A/Dallas Moss	Lowe's Parking Lot & Other Commercial Properties		
ACTIVITY TOTAL FOR THE MONTH		22	\$3,895

Madisonville Fire Department

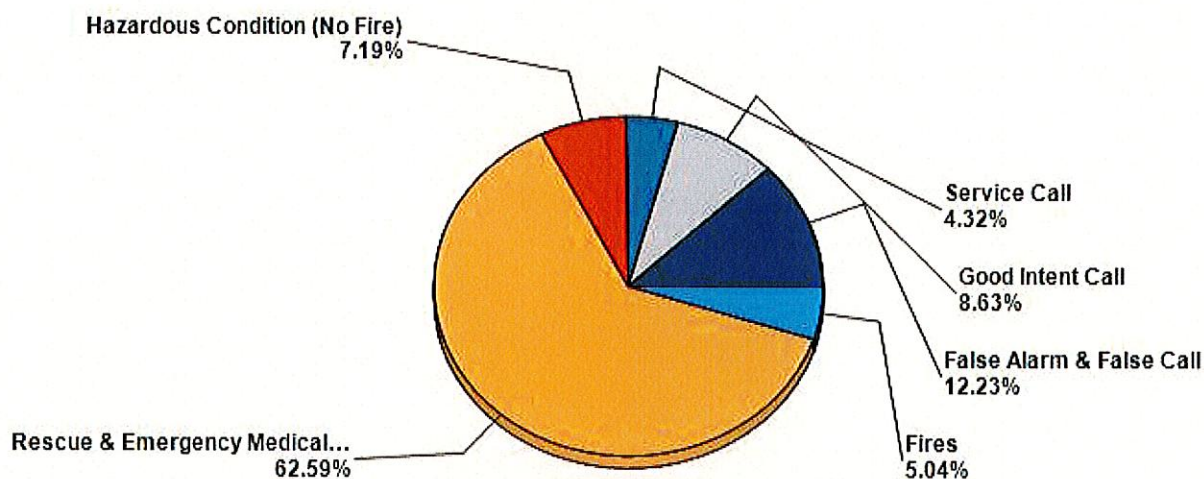
Monthly Report

December 2022



INCIDENT TYPE	# INCIDENTS	
MEDICAL	87	
FIRE	52	
TOTAL	139	
# OVERLAPPING	% OVERLAPPING	
22	16	
PRE-INCIDENT VALUE	LOSSES	
\$4,867,050.00	\$35,850.00	
DISPATCH TO RESPONDING (AVG: 0:01:24)		
	MEDICAL	FIRE
Station #1	0:01:31	0:01:33
Station #2	0:01:02	0:00:40
Station #3	0:01:56	0:01:25
Station #4	0:01:17	0:00:47
DISPATCH TO ARRIVAL (AVG: 0:04:45)		
	MEDICAL	FIRE
Station #1	0:04:42	0:04:29
Station #2	0:05:57	0:04:00
Station #3	0:05:48	0:05:05
Station #4	0:04:25	0:06:00
AVERAGE TIME ON SCENE	Monthly Training Hours	
21 minutes 01 seconds	566	
INSPECTIONS		
Fire Prevention Inspections	15	
Code Enforcement Cases	103	
COMMUNITY OUTREACH		
Community Programs	12	
Smoke Alarms Issued	2	
Adult Contacts	1310	
Children Contacts	1312	

Madisonville Fire Department Incident Breakdown by Type December 2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	7	5.04%
Rescue & Emergency Medical Service	87	62.59%
Hazardous Condition (No Fire)	10	7.19%
Service Call	6	4.32%
Good Intent Call	12	8.63%
False Alarm & False Call	17	12.23%
TOTAL	139	100%

Madisonville Fire Department

Incident Breakdown by %

December 2022



INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	4	2.88%
113 - Cooking fire, confined to container	2	1.44%
131 - Passenger vehicle fire	1	0.72%
311 - Medical assist, assist EMS crew	80	57.55%
322 - Motor vehicle accident with injuries	4	2.88%
324 - Motor vehicle accident with no injuries.	3	2.16%
412 - Gas leak (natural gas or LPG)	4	2.88%
424 - Carbon monoxide incident	1	0.72%
440 - Electrical wiring/equipment problem, other	2	1.44%
442 - Overheated motor	1	0.72%
443 - Breakdown of light ballast	1	0.72%
463 - Vehicle accident, general cleanup	1	0.72%
510 - Person in distress, other	1	0.72%
512 - Ring or jewelry removal	1	0.72%
520 - Water problem, other	1	0.72%
522 - Water or steam leak	1	0.72%
551 - Assist police or other governmental agency	1	0.72%
561 - Unauthorized burning	1	0.72%
611 - Dispatched & cancelled en route	3	2.16%
622 - No incident found on arrival at dispatch address	1	0.72%
651 - Smoke scare, odor of smoke	4	2.88%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.72%
671 - HazMat release investigation w/no HazMat	3	2.16%
730 - System malfunction, other	1	0.72%
735 - Alarm system sounded due to malfunction	5	3.6%
740 - Unintentional transmission of alarm, other	1	0.72%
741 - Sprinkler activation, no fire - unintentional	3	2.16%
743 - Smoke detector activation, no fire - unintentional	1	0.72%
744 - Detector activation, no fire - unintentional	1	0.72%
745 - Alarm system activation, no fire - unintentional	4	2.88%
746 - Carbon monoxide detector activation, no CO	1	0.72%
TOTAL INCIDENTS:	139	100%

Madisonville Fire Department

Community Events

December 2022



Pre-Incident

	12/01/2022	Walk through	Return to Bethlehem
	12/02/2022	Walk through	Return to Bethlehem
	12/05/2022	Walk through	AT&T
	12/06/2022	Walk through	AT&T
	12/07/2022	Walk through	AT&T
	12/08/2022	Walk through	Return to Bethlehem

Public Education

	12/05/2022	Station Tour	Station 1 Tour
	12/06/2022	School Event	MAPS
	12/30/2022	Public Education	FDC Education @ Kroger's

Public Relations

	12/03/2022	Public Relations Presence	Christmas Parade
	12/03/2022	Community Event	Traffic Detail-Christmas parade
	12/14/2022	Public Relations Presence	LEPC Meeting

Madisonville Fire Department

Year End Report

2022



INCIDENT TYPE	# INCIDENTS	
MEDICAL	986	
FIRE	527	
TOTAL	1513	
# OVERLAPPING	% OVERLAPPING	
221	15%	
PRE-INCIDENT VALUE	LOSSES	
\$95,828,456.00	\$647,220.00	
DISPATCH TO RESPONDING (AVG: 0:01:19)		
	MEDICAL	FIRE
Station #1	0:01:25	0:01:14
Station #2	0:01:07	0:01:18
Station #3	0:01:22	0:01:25
Station #4	0:01:10	0:01:18
DISPATCH TO ARRIVAL (AVG: 0:04:36)		
	MEDICAL	FIRE
Station #1	0:04:30	0:04:11
Station #2	0:04:07	0:04:09
Station #3	0:05:07	0:04:52
Station #4	0:04:55	0:04:48
AVERAGE TIME ON SCENE	Yearly Training Hours	
23 Minutes 25 Seconds	12,261	
INSPECTIONS		
Pre-Incident Plans	586	
Fire Prevention Inspections	150	
Code Enforcement Cases	2217	
COMMUNITY OUTREACH		
Community Programs	195	
Smoke Alarms Issued	100	
Adult Contacts	9,451	
Children Contacts	11,229	

Madisonville Fire Department

Incident Breakdown by %

Year End 2022



INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.07%
111 - Building fire	35	2.31%
112 - Fires in structure other than in a building	2	0.13%
113 - Cooking fire, confined to container	8	0.53%
114 - Chimney or flue fire, confined to chimney or flue	3	0.2%
116 - Fuel burner/boiler malfunction, fire confined	1	0.07%
118 - Trash or rubbish fire, contained	5	0.33%
121 - Fire in mobile home used as fixed residence	2	0.13%
131 - Passenger vehicle fire	15	0.99%
140 - Natural vegetation fire, other	6	0.4%
142 - Brush or brush-and-grass mixture fire	7	0.46%
143 - Grass fire	3	0.2%
150 - Outside rubbish fire, other	1	0.07%
151 - Outside rubbish, trash or waste fire	2	0.13%
154 - Dumpster or other outside trash receptacle fire	1	0.07%
160 - Special outside fire, other	1	0.07%
161 - Outside storage fire	1	0.07%
163 - Outside gas or vapor combustion explosion	1	0.07%
200 - Overpressure rupture, explosion, overheat other	1	0.07%
251 - Excessive heat, scorch burns with no ignition	3	0.2%
311 - Medical assist, assist EMS crew	884	58.43%
320 - Emergency medical service, other	1	0.07%
322 - Motor vehicle accident with injuries	56	3.7%
323 - Motor vehicle/pedestrian accident (MV Ped)	5	0.33%
324 - Motor vehicle accident with no injuries.	32	2.12%
350 - Extrication, rescue, other	2	0.13%
351 - Extrication of victim(s) from building/structure	1	0.07%
352 - Extrication of victim(s) from vehicle	4	0.26%
353 - Removal of victim(s) from stalled elevator	1	0.07%
400 - Hazardous condition, other	1	0.07%
410 - Combustible/flammable gas/liquid condition, other	1	0.07%
411 - Gasoline or other flammable liquid spill	2	0.13%
412 - Gas leak (natural gas or LPG)	35	2.31%
413 - Oil or other combustible liquid spill	4	0.26%
422 - Chemical spill or leak	1	0.07%
423 - Refrigeration leak	1	0.07%
424 - Carbon monoxide incident	4	0.26%
440 - Electrical wiring/equipment problem, other	8	0.53%
441 - Heat from short circuit (wiring), defective/worn	3	0.2%
442 - Overheated motor	2	0.13%
443 - Breakdown of light ballast	1	0.07%
444 - Power line down	5	0.33%
445 - Arcing, shorted electrical equipment	9	0.59%
461 - Building or structure weakened or collapsed	3	0.2%
462 - Aircraft standby	11	0.73%
463 - Vehicle accident, general cleanup	4	0.26%
480 - Attempted burning, illegal action, other	1	0.07%

Madisonville Fire Department

Incident Breakdown by %

Year End 2022



INCIDENT TYPE	# INCIDENTS	% of TOTAL
510 - Person in distress, other	4	0.26%
512 - Ring or jewelry removal	6	0.4%
520 - Water problem, other	2	0.13%
522 - Water or steam leak	2	0.13%
531 - Smoke or odor removal	1	0.07%
542 - Animal rescue	4	0.26%
550 - Public service assistance, other	3	0.2%
551 - Assist police or other governmental agency	3	0.2%
552 - Police matter	3	0.2%
553 - Public service	3	0.2%
554 - Assist invalid	18	1.19%
561 - Unauthorized burning	36	2.38%
600 - Good intent call, other	2	0.13%
611 - Dispatched & cancelled en route	34	2.25%
622 - No incident found on arrival at dispatch address	13	0.86%
631 - Authorized controlled burning	8	0.53%
641 - Vicinity alarm (incident in other location)	1	0.07%
650 - Steam, other gas mistaken for smoke, other	1	0.07%
651 - Smoke scare, odor of smoke	20	1.32%
652 - Steam, vapor, fog or dust thought to be smoke	4	0.26%
653 - Smoke from barbecue, tar kettle	1	0.07%
671 - HazMat release investigation w/no HazMat	23	1.52%
700 - False alarm or false call, other	4	0.26%
710 - Malicious, mischievous false call, other	1	0.07%
711 - Municipal alarm system, malicious false alarm	2	0.13%
715 - Local alarm system, malicious false alarm	1	0.07%
730 - System malfunction, other	9	0.59%
731 - Sprinkler activation due to malfunction	3	0.2%
733 - Smoke detector activation due to malfunction	18	1.19%
735 - Alarm system sounded due to malfunction	37	2.45%
736 - CO detector activation due to malfunction	1	0.07%
740 - Unintentional transmission of alarm, other	3	0.2%
741 - Sprinkler activation, no fire - unintentional	4	0.26%
743 - Smoke detector activation, no fire - unintentional	20	1.32%
744 - Detector activation, no fire - unintentional	8	0.53%
745 - Alarm system activation, no fire - unintentional	23	1.52%
746 - Carbon monoxide detector activation, no CO	3	0.2%
813 - Wind storm, tornado/hurricane assessment	3	0.2%
TOTAL INCIDENTS:	1513	100%

CITY OF MADISONVILLE, KY
ORDINANCE 2023-1

AN ORDINANCE OF THE CITY OF MADISONVILLE, KENTUCKY, PROVIDING FOR THE CREATION AND SALE OF A FRANCHISE FOR THE PRIVILEGE OF CONSTRUCTING, TRANSPORTING, OPERATING, MAINTAINING AND DISTRIBUTING NATURAL GAS ALONG AND UNDER PUBLIC RIGHT OF WAY WITHIN THE CITY OF MADISONVILLE, KENTUCKY, FOR A TERM OF FIVE (5) YEARS IN CONSIDERATION FOR WHICH, THE SUCCESSFUL FRANCHISEE SHALL PAY TO THE CITY AN ANNUAL SUM EQUAL TO 1% OF GROSS REVENUES; AND FURTHER ESTABLISHING A BID PROCEDURE FOR THE AWARD OF SAID FRANCHISE TO THE SUCCESSFUL BIDDER.

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

WHEREAS, the existing natural gas franchise agreement between the City of Madisonville, Kentucky and Atmos Energy Corporation expires on March 19, 2023; and,

WHEREAS, the City has determined that it is in the best interest of its citizens to create and offer for sale a new natural gas franchise for a term of (5) five years.

BE IT ORDAINED BY THE CITY OF MADISONVILLE, KENTUCKY (hereinafter referred to as the "City") that the Mayor of the City, or such other person as the Mayor may designate, shall offer for sale, to the highest and best bidder, a non-exclusive franchise to enter upon, acquire, construct, operate, maintain and repair in the public right of way of the City, a gas distribution system within the corporate boundaries of the City, subject to the provisions of the Franchise Agreement attached hereto and incorporated herein by reference.

The Mayor, or such other person as the Mayor may designate, shall, as soon as practicable after passage of this Ordinance, offer for sale, under sealed public bids, the franchise and privileges created herein. Such bids shall be in writing and shall be delivered to the City Clerk, 67 N. Main Street, Madisonville, Kentucky, by 10:30 a.m. on February 28, 2023. Advertisements for such bids shall be published in accordance with the requirements of KRS Chapter 424. All costs for such advertisements shall be borne by the successful Franchisee.

Sealed bids offered for the purchase of this franchise shall be publicly opened and read at 10:30 a.m. C.S.T. on February 28, 2023. All bids shall state the bidder's acceptance of the terms and provisions set forth in the attached franchise agreement.

The Mayor shall present all written bids to the City of Madisonville at its first meeting scheduled after the Bid Deadline for the City's consideration and approval. The City reserves the right to accept any bid, to reject any and all bids received, to waive any irregularities or informalities in awarding the franchise and to accept what, in its opinion, is the best responsive and responsible bid. In the event all bids are rejected, the City reserves the right to direct by resolution or ordinance that the franchise created hereunder be offered again for sale until a satisfactory bid is received and approved.

The franchise created by this ordinance shall become effective when the franchise agreement is signed by the successful bidder and the City.

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 3rd day of January, 2023 and the second reading on the 6TH day of February, 2023.

FRANCHISE AGREEMENT

THIS **FRANCHISE AGREEMENT** is made and executed this 19th day of March, 2018 by and between the City of Madisonville, Kentucky (sometimes referred to herein as the "City" or "Grantor"), and Atmos Energy Corporation (referred to herein as "Grantee").

Article I

DEFINITIONS:

As used in this Agreement, the following words and phrases shall have the following meanings:

(A) "Commission" refers to and is the Kentucky Public Service Commission, the state utility regulatory Commission having jurisdiction over the rates, services and operations of Grantee within the State of Kentucky or other administrative or regulatory authority succeeding to the regulatory powers of the Commission.

(B) "Council" or "City Council" refers to and is the governing body of the City of Madisonville.

(C) "City" refers to and is the City of Madisonville, Hopkins County, Kentucky, and includes such territory as currently is or may in the future be included within the boundaries of the City of Madisonville.

(D) "Franchise" shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.

(E) "Grantee" shall mean Atmos Energy Corporation.

(F) "Grantor" shall mean the City of Madisonville, Kentucky.

(G) "*Public Right-of-Way*" shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor's geographical limits or boundaries established by applicable law.

(H) "*Revenues*" refer to and are those amounts of money which the Grantee receives from its customers within the Grantor's geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Commission and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn ons, meter sets, non sufficient funds, late fees

and interest, which are related to but are not a part of the actual retail sale of gas.

(I) "System" shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

Article II

GRANT OF FRANCHISE:

(A) There is hereby created and granted unto Grantee a non-exclusive franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Agreement. The franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Commission, if any such approval is required.

(B) The franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a franchise for a gas distribution system within the geographical boundaries or limits of Grantor similar to the one herein granted to Grantee, it is agreed that the terms of any such franchise agreement shall be no more favorable to such new additional grantee than those terms contained herein. Additionally, it is agreed that any such new/additional grantee shall have no right to use any portion of the System without Grantee's written consent.

Article III

TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE:

(A) The term of this Franchise shall be for a term of five (5) years.

(B) The franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

(C) The terms and conditions of Ordinance 2018-05 are superseded by the terms and conditions hereof.

(D) On the expiration of this franchise, in the event the same is not renewed, or on the termination of any renewal of said franchise, or on termination of said franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the City become the property of the City, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the City and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the system. If the City does not exercise the option hereunder, then Grantee may exercise its rights under Article XI (B).

Article IV

GRANTEE'S RIGHTS IN AND TO PUBLIC RIGHT-OF-WAY:

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a gas distribution system through, along, across and under the public right-of-way within the geographical boundaries or limits of the Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Agreement.

Article V

OPERATION OF SYSTEM; EXCAVATION OF PUBLIC RIGHT-OF-WAY:

(A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.

(B) Grantee shall have the right to disturb, break, and excavate in the Public Right-of-Way as may be reasonable and necessary to provide the service authorized hereby.

(C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage.

(D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

(E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

Article VI

DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:

(A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the system from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the system facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such system facilities and shall not affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) system facilities that are located on private property at the time relocation is requested or demanded; (ii) system facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) system facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

(B) Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any

alternative comparable systems or successor to such system mutually acceptable to both parties).

Article VII

COMPENSATION FOR USE OF PUBLIC RIGHT-OF-WAY AND CONSIDERATION FOR FRANCHISE:

(A) In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the franchise, a sum equal to one percent (1%) of its Revenues. The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each calendar quarter after the effective date hereof, and the Grantee shall furnish to the Grantor quarterly a statement of Grantee's Revenues.

(B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a franchise fee, in an amount that is sufficient to recover the portion of the franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.

(C) The franchise fee provided herein, together with any charges of the Grantor for water, sewage and garbage services provided by the Grantor to Grantee, and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by the Grantee under applicable law, shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property. The franchise fee herein contemplated shall be uniformly and equally applied to all natural gas and electric utilities, of like services or any other natural gas service that compete with the Grantee, such that Grantee will be excused from collecting and paying franchise fees and/or taxes if Grantee's competitors are not also required to do so.

(D) The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of franchise fee being paid to the City.

Article VIII
SERVICE TO NEW AREAS

If during the term of this franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

Article IX
BREACH OF FRANCHISE; REMEDIES:

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30)

days after the date of such notice.

(B) Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.

(C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

Article X

FORCE MAJEURE

Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event Franchisee is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which Franchisee is so prevented shall not be counted against it for any reason. The term "force majeure", as used herein, shall mean any cause not reasonably within Franchisee's control and includes, but is not limited to, acts of God, strikes, lockouts, wars, terrorism, riots, orders or decrees of any lawfully constituted federal, state or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Agreement.

Article XI

ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS

(A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or

its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

(B) Subject to the City's option under Article III (D), Grantee may remove all or any part of its System upon the expiration or termination of the franchise and rights granted hereby.

(C) Grantee may transfer or assign the franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.

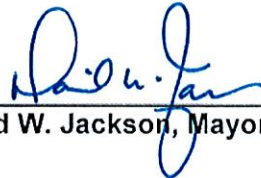
(D) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this ordinance, which shall remain in full force and effect.

(E) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

(F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the day and date first above written.

CITY OF MADISONVILLE, KENTUCKY

BY: 
David W. Jackson, Mayor

ATTEST:


City Clerk, Kim Blue

ATMOS ENERGY CORPORATION

BY: 
J. Kevin Dobbs
President, Kentucky Division

City's Mailing Address and Phone Number:

City of Madisonville

PO. Box 705

Madisonville, Ky. 42431

(270) 824-2101

**RESOLUTION
2023-1**

**RESOLUTION OF THE MADISONVILLE MUNICIPAL UTILITIES
ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE
AGREEMENT, AUTHORIZING THE AMENDMENT OF THE
MADISONVILLE MUNICIPAL UTILITIES'S ANNUAL BUDGET, AND
AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED
DOCUMENTS**

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Madisonville Municipal Utilities (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Madisonville Municipal Utilities as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Mayor Kevin Cotton is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on February 6, 2023.

MADISONVILLE MUNICIPAL UTILITIES

Authorized Signatory

**CITY OF MADISONVILLE
RESOLUTION 2023-2**

RESOLUTION TO DECLARE LOT AS SURPLUS PROPERTY

WHEREAS, the City of Madisonville owns the following lot:

381½ South Hipple, Madisonville, Kentucky

WHEREAS, the City of Madisonville requests to dispose of the lot by means appropriate according to KRS 82.083.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The lot at 381½ South Hipple, Madisonville Kentucky is now declared as surplus property.
2. The City is authorized to advertise the lot for sale and dispose of the property by means according to KRS 82.083.

THIS DEED OF CONVEYANCE is made and entered into by and between **LARRY MICHAEL CHANDLER**, single, 381½ South Hipple Street, Madisonville, 42431, hereinafter referred to as the "Grantor", and **CITY OF MADISONVILLE, KENTUCKY**, 67 North Main Street, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantee";

WITNESSETH: Larry Michael Chandler is the record title owner of the real estate hereinafter described located at 381½ South Hipple Street, Madisonville, Kentucky 42431, which has been condemned by the City of Madisonville as being unsafe and unfit for human occupancy; and

WHEREAS, Larry Michael Chandler does not have the financial resources to make the repairs necessary to bring the property into compliance with the City of Madisonville Code of Ordinances or to demolish same and he has agreed to convey the property to the City of Madisonville so it can demolish the structures situated upon the property and properly dispose of the construction demolition and debris in an approved landfill;

NOW, THEREFORE, in consideration of the agreement of the City of Madisonville to accept this deed of conveyance so the structures situated thereon can be demolished and the property is brought into compliance with the City of Madisonville Code of Ordinances, there being no cash consideration paid, and the property herein conveyed being of nominal value only, the receipt and sufficiency of said consideration being hereby acknowledged, the Grantor does hereby grant, bargain, transfer and convey unto the Grantee, its successors and assigns, the following described real estate located in Madisonville, Hopkins County, Kentucky, more particularly bounded and described as follows:

Beginning at a point in the I.C. Railroad right of way, which point is located 80 feet west of Hipple Street, and being a corner to a lot conveyed by the Grantors to Johnny Boyd Chandler; running thence with the line of Johnny Boyd Chandler N 75 feet to a point; running thence W 100 feet to a point; running thence S 75 feet to the I.C. Railroad right of way; running thence E with said right of way 100 feet to the point of beginning.

In addition, the Grantors convey by this deed a permanent right of way easement on, over and across a strip of land 12 feet in width extending from the above described lot along the I.C. Railroad right of way in an easterly direction to Hipple Street.

There is excepted from the above described real estate the following portion thereof conveyed by Larry Michael Chandler to Johnny Boyd Chandler by deed dated February 10, 1999 and of record in Deed Book 576, page 70, Hopkins County Court Clerk's Office.

Being a part of the same real estate conveyed by Bessie Marie Chandler to Larry Michael Chandler by deed dated February 13, 1998 and of record in Deed Book 566, page 243, Hopkins County Court Clerk's Office.

TO HAVE AND TO HOLD the above described real property, together with all of the appurtenances thereunto belonging unto the Grantee, its successors and assigns forever, with Covenant of General Warranty of Title.

The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantee joins in the execution of this deed for the sole purpose of certifying the consideration pursuant to KRS Chapter 382. *FAIR Mkt Value \$13,700.00*

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the 16th day of January, 2023.

TAX BILL: Pursuant to KRS 382.135 the 2023 ad valorem property tax bill relating to the real estate herein conveyed will be paid by and should be mailed c/o the Grantee at the address set forth above.

GRANTOR:

Christina C. Chandler

Christina C. Chandler, Attorney-in-Fact for
Larry Michael Chandler (See Lease Book
223, page 248, Hopkins County Court
Clerk's Office.)

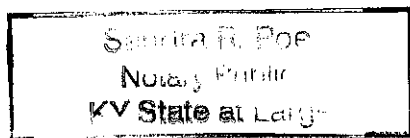
GRANTEE:

CITY OF MADISONVILLE, KENTUCKY

By: *[Signature]*
Kevin Cotton, Mayor

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Deed and Consideration Certificate was subscribed, sworn to and acknowledged before me by Christina C. Chandler, Attorney-in-Fact for Larry Michael Chandler, a person known to me or presenting sufficient evidence of her identification, on this the 16th day of January, 2023.



Sandra R. Poe
Notary Public, State at Large, KY
My Commission Expires: 4-15-24
Notary No. KYNP 4788

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Deed and Consideration Certificate was subscribed, sworn to and acknowledged before me by Kevin Cotton, as mayor, for and on behalf of City of Madisonville, Kentucky, a person known to me or presenting sufficient evidence of his identification, on this the 22 day of January, 2023.

Kim Blum
Notary Public, State at Large, KY
My Commission Expires: 5/23/2024
Notary No. KYNP 4999

Prepared by:
FRYMIRE, EVANS, PEYTON,
TEAGUE & CARTWRIGHT, PLLC
P. O. Box 695
Madisonville, KY 42431
(270) 821-6165

Joe A. Evans III
Joe A. Evans III
Attorney at Law

JAE.srp.RE.Deeds.2023.0110Chandler.com.deed



2023001055
HOPKINS CO, KY FEE \$50.00
PRESENTED / LODGED: 02-01-2023 02:49:07 PM
RECORDED: 02-01-2023
KEENAN CLOERN
CLERK
BY: TINA DILLINGHAM
DEPUTY CLERK

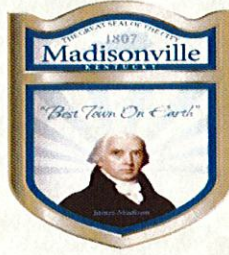
BK: DEED 811
PG: 34-36

CITY OF MADISONVILLE
MUNICIPAL ORDER NO. 2023-9

IN RE: APPOINTMENT OF GENIA MATCHEM TO TOURISM ADVISORY BOARD

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

1. That Genia Matchem shall be, and hereby is, appointed to the Tourism Advisory Board.
2. That the term of Genia Matchem shall end on December 31, 2023.
3. That Genia Matchem shall serve in accordance with the Laws of the United States and Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
4. That this order shall become effective upon adoption by City Council.



PROCLAMATION

WHEREAS, Family Resource and Youth Services Centers remove the non-academic barriers to student achievement, bridge the gaps to needed resources, and collaborate the resources of school and communities for the success of students, families, and communities; and

WHEREAS, Hopkins County is serviced by 13 Family Resource and Youth Services Centers that have assisted our students with school and community resources to bridge gaps and remove non-cognitive barriers to learning; and

WHEREAS, Family Resource and Youth Services Centers develop a system of support in their local communities and provide opportunities for children, families, and the community that allow all students to learn and the community to thrive; and

WHEREAS, Family Resource and Youth Services Coordinator Appreciation Week recognizes, raises awareness of, and celebrates the more than 850 Family Resource and Youth Services Centers and the coordinators across the Commonwealth and the critical role they address in the success of students, families, and schools.

NOW THEREFORE, BE IT RESOLVED, that I, Kevin Cotton, do hereby proclaim February 6 through 10, 2023 as:

“FAMILY RESOURCES AND YOUTH SERVICES COORDINATORS APPRECIATION WEEK”

in Madisonville, Kentucky, to honor the Family Resource and Youth Services Coordinators who work tirelessly to serve our students, families and communities with the motto “Whatever It Takes”...

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madisonville to be affixed on this the 6TH day of February, 2023.





Kevin Cotton, Mayor