



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 February 21, 2023
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills and Payroll
- 7. DEPARTMENT REPORTS**
 - A. Business License Report
 - B. Planning and Zoning Report
 - C. Building Project Update
- 8. NEW BUSINESS**
 - A. First Reading Ordinance - Ordinance confirming the sale and awarding a non-exclusive franchise to Atmos Energy Corporation
 - B. Resolutions
 - A. Accept Bid on 381 1/2 South Hipple Street, Madisonville, Kentucky
 - B. Declare Lot at 712 E. Broadway, Madisonville, Kentucky as Surplus
 - C. Executive Orders
 - A. Amendment to Executive Order 2023-1
 - B. Amendment to Executive Order 2020-10
- 9. ADJOURNMENT**



MINUTES

1. **CALL TO ORDER BY COUNCIL MEMBER FRANK STEVENSON**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION by Police Chief Steve Bryan**

4. **ROLL CALL**

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

Absent: Mayor Kevin Cotton, City Council Member Larry Noffsinger

5. **APPROVAL OF MINUTES**

A. Minutes of February 6, 2023

RESULT: Approval of Minutes of February 6, 2023

MOVER: Council Member Tony Space

SECONDER: Council Member Adam Townsend

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

NOES: None

ABSTAIN: None

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills and Payroll

RESULT: Approval of Bills and Payroll

MOVER: Council Member Adam Townsend

SECONDER: Council Member Tony Space

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

NOES: None

ABSTAIN: None

7. **DEPARTMENT REPORTS**

A. Fire Department Report - Chief John Dunning

B. Police Department Report - Chief Steve Bryan

8. Council Committee Report - Tourism Advisory Board

RESULT: Motion to approve \$100,000.00 from Tourism for Bathroom improvements at Madisonville City Park in five installments of \$20,000.00

MOVER: Council Member Adam Townsend

SECONDER: Council Member Chad Menser

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

NOES: None

ABSTAIN: None

RESULT: Motion to approve \$90,000.00 from Tourism for Cayce Rides Rental for Deck the Park Bathroom

MOVER: Council Member Adam Townsend

SECONDER: Council Member Misty Cavanaugh

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

NOES: None

ABSTAIN: None

RESULT: Motion to approve \$100,000.00 for Digital Sign at Madisonville City Hall

MOVER: Council Member Adam Townsend

SECONDER: Council Member Misty Cavanaugh

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

NOES: None

ABSTAIN: None

RESULT: Motion to place bid in the Madisonville Messenger for the Digital Sign

MOVER: Council Member Adam Townsend

SECONDER: Council Member Chad Menser

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

NOES: None

ABSTAIN: None

9. NEW BUSINESS

A. Resolutions

A. Resolution opposing SB 50 and House Bill 50(1)

RESULT: Approval to oppose Senate Bill 50 and House Bill 50
MOVER: Council Member Tony Space
SECONDER: Council Member Misty Cavanaugh
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Frank Stevenson
NOES: Chad Menser
ABSTAIN: None

B. Resolution to adopt Pennyriple Regional Hazard Mitigation Plan

RESULT: Approval to adopt Pennyriple Regional Hazard Mitigation Plan
MOVER: Council Member Chad Menser
SECONDER: Council Member Adam Townsend
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

C. Resolution to declare equipment from Madisonville Fire Department as surplus

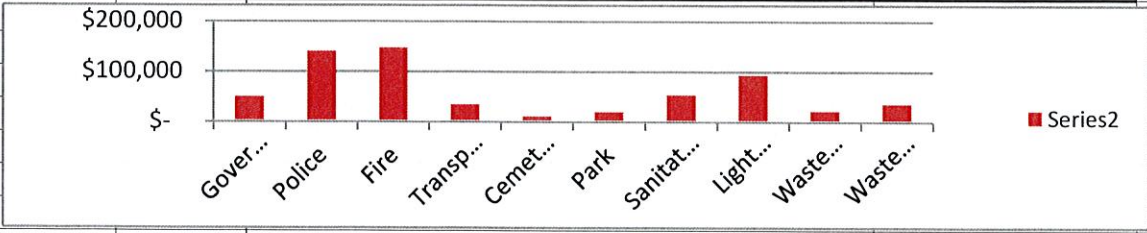
RESULT: Approval to declare fire equipment as surplus
MOVER: Council Member Tony Space
SECONDER: Council Member Adam Townsend
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

D. Resolution to declare vehicle as surplus property

RESULT: Approval to declare vehicle as surplus property
MOVER: Council Member Tony Space
SECONDER: Council Member Chad Menser
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

10. **ADJOURNMENT**

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

	A	B	C	E	F
1			Bills and Payroll for Council Meeting 3/3/2023		
2	Co#	Bank#	Fund Name		
3	100	1	General Fund	\$ 514,393.15	
4				\$ 235,212.25	
5					
6					
7			Total General Fund	\$ 749,605.40	
8	190	7	Sanitation	\$ 510.11	
9					
10					
11					
12			Total Sanitation	\$ 510.11	
13	200	7	Electric/Utility Office	\$ 49,877.38	
14					
15					
16					
17			Total Electric/Utility Office	\$ 49,877.38	
18	210	6	Water and Filter	\$ 12,871.08	
19					
20					
21					
22			Total Water Filter	\$ 12,871.08	
23		7	Waste Water Collection and Treatment	\$ 52,276.95	
24					
25					
26					
27			Total Wastewater Collection and Treatment	\$ 52,276.95	
28					
29					
30	Co#	Dept #	Department Name	Amount	
31	100	Various	Governmental	\$ 48,159	
32	100	2100	Police	\$ 138,906	
33	100	2300	Fire	\$ 146,018	
34	100	3300	Transportation	\$ 32,730	
35	100	5000	Cemetery	\$ 9,350	
36	100	7000	Park	\$ 17,938	
37	190	3100	Sanitation	\$ 52,033	
38	200	1000/4500	Light Fund	\$ 91,591	
39	200	2000	Wastewater Treatment	\$ 20,069	
40	200	2001	Wastewater Collection	\$ 33,951	
41	200	4700/4600	Water and Filter	\$ 49,889	
42			Total Payroll	\$ 640,634	
43					
44					
45					
46					
47					
48					
49					
50					
51			Number of Employees Paid March 3, 2023		
			See next page		

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	6,788.70	.00	.00	6,788.70
100	1200	ADMINISTRATION	14,929.94	.00	.00	14,929.94
100	1400	FINANCE	13,065.89	.00	.00	13,065.89
100	1500	CITY CLERK	8,022.91	5.25	.00	8,028.16
100	1700	ZONING	4,122.03	.00	.00	4,122.03
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,224.00	.00	.00	1,224.00
		Total Government	48,153.47	5.25	.00	48,158.72
100	2100	POLICE DEPT-MADISO	118,503.75	13,333.37	.00	131,837.12
100	2150	POLICE FICA	6,528.96	540.40	.00	7,069.36
		Total Police	125,032.71	13,873.77	.00	138,906.48
100	2300	FIRE DEPT-MADISONV	99,485.68	44,844.48	1,688.13	146,018.29
100	2350	FIRE FICA/NON HAZA	.00	.00	.00	.00
		Total Fire	99,485.68	44,844.48	1,688.13	146,018.29
100	3300	TRANSPORTATION DEP	32,466.14	263.73	.00	32,729.87
		Total Transportati	32,466.14	263.73	.00	32,729.87
100	5000	CEMETERY DEPARTMEN	9,239.10	110.57	.00	9,349.67
		Total Cemetery	9,239.10	110.57	.00	9,349.67
100	7000	PARK DEPARTMENT	17,315.13	623.25	.00	17,938.38
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	17,315.13	623.25	.00	17,938.38
190	3100	SANITATION DEPARTM	51,301.30	731.80	.00	52,033.10
		Total Sanitation	51,301.30	731.80	.00	52,033.10
200	1000	UTILITY OFFICE	26,548.92	405.76	.00	26,954.68
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	63,934.29	701.99	.00	64,636.28
		Total Utility Offi	90,483.21	1,107.75	.00	91,590.96
210	2000	WASTEWATER TREATME	19,974.80	93.97	.00	20,068.77
210	2001	WASTEWATER COLLECT	33,024.95	926.31	.00	33,951.26
		Total Wastewater T	52,999.75	1,020.28	.00	54,020.03
211	4600	FILTER DEPARTMENT	19,049.30	2,253.41	.00	21,302.71
211	4700	WATER DEPARTMENT	28,462.99	123.15	.00	28,586.14
		Total Water	47,512.29	2,376.56	.00	49,888.85
		Grand Totals	573,988.78	64,957.44	1,688.13	640,634.35

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	38.00	.00	.00	38.00
100	1400	FINANCE	79.25	.00	.00	79.25
100	1500	CITY CLERK	79.75	.25	.00	80.00
100	1700	ZONING	71.00	.00	.00	71.00
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	268.00	.25	.00	268.25
100	2100	POLICE DEPT-MADISO	3,853.25	299.00	.00	4,152.25
100	2150	POLICE FICA	335.25	16.75	.00	352.00
		Total Police	4,188.50	315.75	.00	4,504.25
100	2300	FIRE DEPT-MADISONV	5,592.75	1,952.50	61.50	7,606.75
100	2350	FIRE FICA/NON HAZA	.00	.00	.00	.00
		Total Fire	5,592.75	1,952.50	61.50	7,606.75
100	3300	TRANSPORTATION DEP	1,823.29	10.25	.00	1,833.54
		Total Transportati	1,823.29	10.25	.00	1,833.54
100	5000	CEMETERY DEPARTMEN	496.50	5.50	.00	502.00
		Total Cemetery	496.50	5.50	.00	502.00
100	7000	PARK DEPARTMENT	772.92	30.75	.00	803.67
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	772.92	30.75	.00	803.67
190	3100	SANITATION DEPARTM	2,447.11	21.25	.00	2,468.36
		Total Sanitation	2,447.11	21.25	.00	2,468.36
200	1000	UTILITY OFFICE	813.50	16.75	.00	830.25
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,614.61	15.39	.00	1,630.00
		Total Utility Offi	2,428.11	32.14	.00	2,460.25
210	2000	WASTEWATER TREATME	690.00	2.75	.00	692.75
210	2001	WASTEWATER COLLECT	1,620.75	35.00	.00	1,655.75
		Total Wastewater T	2,310.75	37.75	.00	2,348.50
211	4600	FILTER DEPARTMENT	868.25	71.00	.00	939.25
211	4700	WATER DEPARTMENT	1,180.75	4.00	.00	1,184.75
		Total Water	2,049.00	75.00	.00	2,124.00
		Grand Totals	22,376.93	2,481.14	61.50	24,919.57

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	3/03/23	7	1	6
100	1200	ADMINISTRATION	3/03/23	6	5	1
100	1400	FINANCE	3/03/23	5	5	
100	1500	CITY CLERK	3/03/23	4	4	
100	1600	AIRPORT	3/03/23	4	4	
100	1700	ZONING	3/03/23	2	2	
100	1800	HUMAN RESOURCES	3/03/23	4	4	
100	2100	POLICE DEPT-MADISONVILLE	3/03/23	48	43	5
100	2150	POLICE FICA	3/03/23	7	2	5
100	2151	DISPATCH	3/03/23	12	12	
100	2200	ALCOHOLIC BEVERAGE CONTROL	3/03/23	1		1
100	2300	FIRE DEPT-MADISONVILLE	3/03/23	63	63	
100	3300	TRANSPORTATION DEPT	3/03/23	23	21	2
100	5000	CEMETERY DEPARTMENT	3/03/23	7	7	
100	7000	PARK DEPARTMENT	3/03/23	16	13	3
100	7200	MAHR PARK	3/03/23	9	7	2
190	3100	SANITATION DEPARTMENT	3/03/23	30	29	1
200	1000	UTILITY OFFICE	3/03/23	14	14	
200	4500	LIGHT DISTRIBUTION DEPT	3/03/23	22	22	
210	2000	WASTEWATER TREATMENT	3/03/23	9	9	
210	2001	WASTEWATER COLLECTION	3/03/23	20	20	
210	2002	ENGINEERING & STORMWATER	3/03/23	5	5	
211	4600	FILTER DEPARTMENT	3/03/23	11	11	
211	4700	WATER DEPARTMENT	3/03/23	16	16	
		Totals		345	319	26

Business Start Date	Name	Name
20,231,001	BRANN'S PLUMBING & SEPTIC SERVICES, INC	
20,230,301	BLAKE TAYLOR	DBA REVIVE CHIROPRACTIC
20,230,414	EDWARD S WEBB IV	TRADEWATER BREWING COMPANY LLC
20,230,201	FAISAL B AWAN	TNT VAPE SHOP
20,230,201	DANNY YERO	YERO RENTALS
20,230,202	KRISTY SAINT	CALDWELL BANKER TERRY AND ASSOCIATES
20,230,202	JIMMY PIERCE	JP'S CUSTOM PAINTING
20,230,206	JOSHUA WILLIAMS	FINE LINE LAWN GROOMERS
20,230,201	SENSORMATIC ELECTRONICS LLC	SENSORMATIC USA LLC
20,230,207	ROBERT W BOWEN II	NICE GUY VAPORS 2 LLC
20,230,207	WILLIAM HOOK	HOOK CONSTRUCTION AND REMODELING
20,230,208	ROBERT W HILL	ROBERT W HILL
20,230,210	CHRISTINE OSTRANDER	HOOLIGANS
20,230,209	VERLIN MILLER	
20,230,206	DEREK BURNS	DBA MVTC LLC.
20,230,213	LEO ARONA JR	ARONA MARKETING
20,230,213	LANG MASONRY CONTRACTORS, INC.	BUCKEYE CONSTRUCTION & RESTORATION, LTD.
20,230,321	NATHAN HERRON	B&N COSTRUCTION LLC
20,230,220	KATHERINE FULLER	TUFTED MOSS STUDIO
20,230,227	GEORGE CUMMINGS	KNIGHTS TECHNOLOGIES CYBER SECURITY LLC
20,230,306	MATTHEW GORDON	LAWN CARE MONSTER
20,230,301	RONALD J BERGMAN	DOWN TO EARTH MOWING, LLC
20,230,201	JESSICA HAMMARK & LESLIE ROGERS	CANNABIS NURSE CONSULTANTS 420 L.L.C
20,230,210	DAVIN DARNALL	DRIP THERAPY LOUNGE

* * * E N D O F R E P O R T * * *

ZONING & PERMIT OFFICE

MONTHLY ACTIVITY REPORT

February 2023

BUILDING PERMITS	CONSTRUCTION COST	# PERMITS ISSUED	FEES COLLECTED
Type of Construction			
New Residential/SFD	\$400,000	2	\$584
Duplex	\$0	0	\$0
Multi-Family	\$0	0	\$0
Residential Addition	\$3,000	1	\$55
Residential Accessory	\$8,900	3	\$123
Residential Alteration	\$0	0	\$0
New Commercial	\$0	0	\$0
Commercial Addition	\$0	0	\$0
Commercial Accessory	\$0	0	\$0
Commercial Alteration	\$0	0	\$0
New Industrial	\$0	0	\$0
Industrial Additon	\$0	0	\$0
Industrial Accessory	\$0	0	\$0
Industrial Alteration	\$0	0	\$0
Other	\$0	0	\$0
TOTAL BUILDILNG PERMITS	\$411,900	6	\$762

SIGN PERMITS		3	\$375
Name	Location		
First United Bank & Trust Company	162 North Main St		
First United Bank & Trust Company	1080 North Main St		
Bealls Outlet/Burke's/Bealls Outlet	401 Madison Square Dr		

DEMOLITION PERMITS		2	\$20
Name	Location		
Enber Martinez/Jason Todd/Todd Enterprises, LLC	557 East Center St		
Jennifer Martz/Steve Pleasant Excavating LLC	204 Bartlett Dr		

HVAC PERMITS		3	\$315
Name	Location		
Jerry Winters	1140 Lakewood Dr		
Jerry Winters	146 Strata Ct		
Jerry Winters	643 South Madison Ave		

MAJOR DEVELOPMENT PLANS		0	N/A
Name	Location		

ZONING MAP/TEXT AMENDMENTS		1	\$250
Name	Location		
Madisonville Country Club & Golf Course/Zero Lot Line	South Main St 00000		

		# PERMITS ISSUED	FEES 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)		1	N/A
<i>Name</i>	<i>Location</i>		
First United Bank/Suzell LeGrand	162 North Main St		
SPECIAL USE PERMITS (Outside Sales)		0	N/A
<i>Name</i>	<i>Location</i>		
MOBILE FOOD VENDOR PERMIT		3	\$300
<i>Name</i>	<i>Location</i>		
The Cupcake Ladie's Baking/Cherie Rust	Commercial Properties & City Lots		
Amelia's Angels/Gloria Gregory	Festus Claybon Park & Commercial Properties		
STR8 Smoke/Dennis Wiles	Commercial Properties		
ACTIVITY TOTAL FOR THE MONTH		19	\$2,022

**CITY OF MADISONVILLE
BUILDING PERMIT MONTHLY REPORT**

February 2023

Permit #	Issued	Construciton Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
7220	2/2/23	643 South Madison	Matt Crick	C & H Continuous Guttering	New Residential	Single Family Dwelling	\$269	\$100,000	1800
7221	2/16/23	146 Strata Court	Bryan Crick	Crick Construction/Brvan	New Residential	Single Family Dwelling	\$315	\$300,000	2377
7222	2/22/23	431 Brown Lane	Ronni Dick	Ronni Dick	Residential Accessory	6' Privacy Fence	\$25	\$1,500	0
7223	2/23/23	3055 Buffalo Trace	Ryan Clemons	Ryan Clemons	Residential Accessory	Above Ground Pool & Deck	\$73	\$5,000	288
7224	2/24/23	320 North Main Street	Dakota & Shaye Vier	Dakota & Shaye Vier	Residential Accessory	6' Privacy Fence	\$25	\$2,400	0
7225	2/24/23	1227 Deer Trace Court	James & Ainsley Hacknev	James & Ainsley Hacknev	Residential Addition	Sun Room	\$55	\$3,000	128
					Totals	6	\$762	\$411,900	

**YTD ACTIVITY REPORT
JANUARY 2023 - FEBRUARY 2023**

<i>BUILDING PERMITS</i>	<i>CONSTRUCTION COST</i>	<i># PERMITS ISSUED</i>	<i>FEES COLLECTED</i>
Type of Construction			
New Residential/SFD	\$400,000	2	\$584
Duplex	\$0	0	\$0
Multi-Family	\$0	0	\$0
Residential Addition	\$9,000	2	\$117
Residential Accessory	\$14,500	4	\$148
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
<i>TOTAL BUILDILNG PERMITS</i>	\$937,806	16	\$2,872
<i>SIGN PERMITS</i>		4	\$775
<i>DEMOLITION PERMITS</i>		2	\$20
<i>HVAC PERMITS</i>		7	\$1,000
<i>MAJOR DEVELOPMENT PLANS</i>		0	N/A
<i>ZONING MAP/TEXT AMENDMENTS</i>		1	\$250
<i>ZONING COMPLIANCE REQUESTS</i>		0	\$0
<i>DIMENSIONAL VARIANCE PERMITS</i>		0	\$0
<i>CONDITIONAL USE PERMITS</i>		0	\$0
<i>UTILITY REQUESTS</i>		0	\$0
<i>MISCELLANEOUS/ADDITIONAL FEES</i>		0	\$0
<i>COA's</i> (Historic District Commission)		1	N/A
<i>SPECIAL USE PERMITS</i> (Outside Sales)		0	N/A
<i>MOBILE FOOD VENDOR PERMITS</i>		10	\$1,000
<i>YEAR TO DATE TOTAL</i>		41	\$5,917

Prepared by: Bonnie Smith, Zoning Administrative Assistant

City of Madisonville
Building Project Update
Office of the Building Official

- Stop and GO on South Main- CO issued
- Purity Zinc on Nebo Road- CO issued
- Madisonville Garage Door Ministorage- CO issued
- Animal Medical Clinic- CO issued
- Sports Plex- Utilities and foundations installed, starting CMU walls
- Berry Global Alteration for office space- Framing complete and drywall going up
- Okaloosa Apartments- Foundations installed and framing going up
- Mid-Town Apartments- Pending site approval
- Belleview Apartments- Building permit issued site work underway
- Ahlstrom GFT Plant- Building shell 90% complete working on MP& E and equipment going in.
- New O'Reilly's Auto parts- CO issued
- Practitioners Touch- CO issued
- Huck' North- CO issued
- Huck's South- CO issued
- Lakewood Addition- 3 SFDs complete 1 SFD under construction
- Greystone Subdivision- Phase 1 95% complete, 1 SFD under construction
- Old Pizza Hut- Pending site plan for new development
- Dunkin South Main- Pending Site and Architectural plans submittal
- West Noel Ave 2 duplexes- TCO issued
- 160 Ruby Wright Concrete- Permit issued for new office building and showroom
- Ruby Junction- Phase I PUD approved site plan, pending building plans submission
- Grapevine Lake Restrooms- Complete CO issued
- Airport Helicopter Hangar- interior framing, MP & E and drywall underway.
- 91 Renfro Drive- MFD Training Center Station 4, Building Pad Complete and building package is onsite.
- 1005 Nebo Road-Johnston Supply is relocating to his address, remodeling is 80% complete, proposed parking addition approved.
- 2812 North Main Street- New warehouse, pending permit
- 25 Mahr Park Drive- New Hopkins County Extension Office, plans approved and pending permit application

**CITY OF MADISONVILLE, KY
ORDINANCE 2023-2**

**ORDINANCE CONFIRMING THE SALE AND AWARDING A NON-EXCLUSIVE
FRANCHISE TO ATMOS ENERGY CORPORATION, FOR A TERM OF FIVE (5) YEARS FOR
THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A NATURAL GAS
DISTRIBUTION SYSTEM ALONG AND UNDER PUBLIC RIGHT-OF-WAY WITHIN THE
CITY OF MADISONVILLE, KENTUCKY, IN RETURN FOR WHICH FRANCHISEE SHALL
PAY TO THE CITY AN ANNUAL SUM EQUAL TO ONE PERCENT (1%) OF THE GROSS
REVENUES DERIVED FROM THE FRANCHISE AWARDED HEREIN.**

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

WHEREAS, Ordinance 2023-1 adopted by the Madisonville City Council, on February 6, 2023, provided for the creation and sale of a franchise, for a term of five (5) years, for the privilege of constructing, operating, maintaining and distributing natural gas along and under public right-of-way within the corporate boundaries of the City of Madisonville in accordance with the terms and provisions of the Gas Franchise Agreement referenced below; and

WHEREAS, said ordinance established a sealed bid process which included advertising the invitation for bids, notifying the public of the date for the submission of bids to City of Madisonville, and awarding the franchise to the successful bidder; and

WHEREAS, after publication of said advertisement on February 28, 2023, the only bid received by Madisonville, Kentucky, was from Atmos Energy Corporation.

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

Section 1. That the gas franchise created by Ordinance 2023-1 be, and it hereby is, awarded to Atmos Energy Corporation who submitted the best responsive and responsible bid.

Section 2. That the Mayor shall be, and hereby is, authorized and directed to execute the Gas Franchise Agreement, a copy of which was is attached. The effective date of the above Gas Franchise Agreement is March 20, 2023.



February 27, 2023

Kevin Cotton, Mayor
City of Madisonville
67 North Main Street
Madisonville, Kentucky 42431

Dear Mayor:

Atmos Energy Corporation hereby submits the following bid to acquire the franchise and rights created by Ordinance No. 2023-01 of the City of Madisonville, Kentucky (the "City").

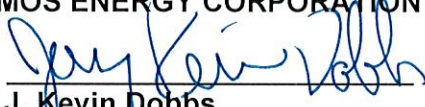
In consideration of the granting of the franchise, Atmos Energy will pay the City one percent (1%) of its Gross Revenues (as defined in the Franchise Agreement). The term of the franchise will be five (5) years.

Atmos Energy agrees to and accepts all of the terms of the Franchise Agreement contained in Ordinance No. 2023-01, subject to the City's acceptance of the bid herein, and the awarding of the franchise to Atmos Energy.

If Atmos Energy is the successful bidder, please execute duplicate originals of this bid letter in the space provided below and return it, together with a copy of the minutes of the City Council meeting relating to the adoption of this bid, to me, at 3275 Highland Pointe Drive, Owensboro, Kentucky 42303. Atmos Energy hopes the City will find this bid acceptable and looks forward to working with the City in providing natural gas service to its citizens.

Sincerely,

ATMOS ENERGY CORPORATION

By: 

J. Kevin Dobbs

President, Kentucky Division

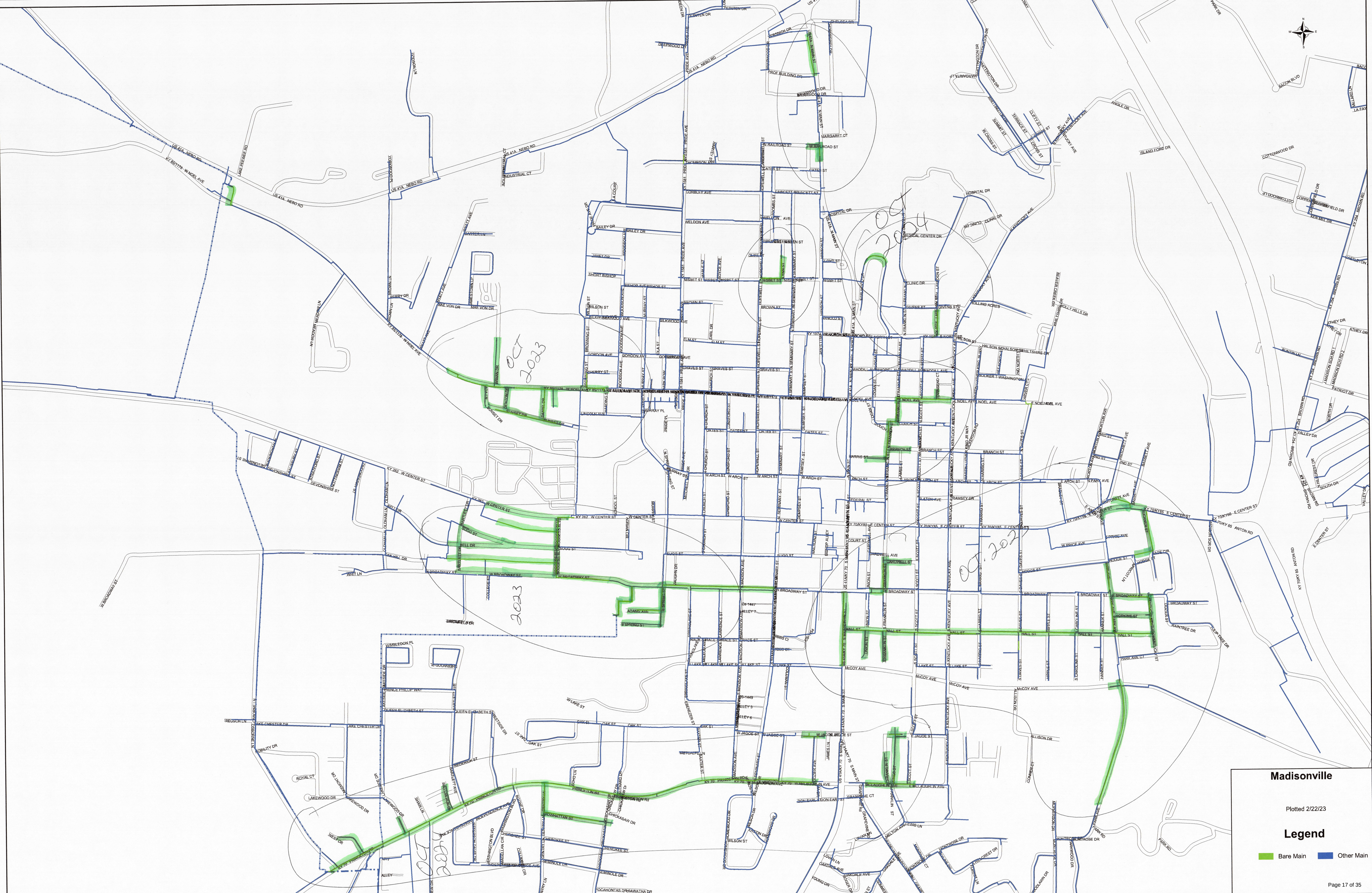
This bid is hereby accepted and the franchise created by Ordinance No. _____ is hereby awarded to Atmos Energy Corporation, by the City of Greenville, Kentucky at a meeting, with a quorum duly assembled and voting, held on _____, 2020. A copy of the minutes of the City Council meeting relating to the acceptance of this bid and the awarding of the franchise is attached hereto.

ATTEST:

CITY OF MADISONVILLE, KENTUCKY

By: _____

By: _____
Mayor, Keith Cotton



Madisonville

Plotted 2/22/23

Legend

- Bare Main
- Other Main

FRANCHISE AGREEMENT

THIS **FRANCHISE AGREEMENT** is made and executed this ____ day of ____ 2023 by and between the City of Madisonville, Kentucky (sometimes referred to herein as the "City" or "Grantor") and Atmos Energy (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) "*Force Majeure*" shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.
- (E) "*Franchise*" shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.
- (F) "*Grantee*" shall mean Atmos Energy.
- (G) "*Grantor*" shall mean the City of Madisonville, Kentucky.
- (H) "*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.

(I) "*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, nonsufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.

(J) "*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 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 2023-01 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 X (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

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. When this ordinance becomes effective, all previous ordinances of Grantor granting franchises for gas delivery purposes that were held by Grantee shall be automatically canceled and annulled and shall be of no further force and effect.

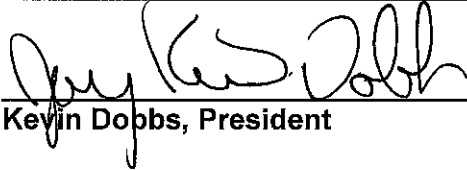
IN TESTIMONY WHEREOF, witness the signatures of the parties on this the day and date first above written.

CITY OF MADISONVILLE, KENTUCKY

BY: _____
Kevin Cotton, Mayor

ATTEST:

City Clerk

BY: 
Kevin Dobbs, President

City's Mailing Address and Phone Number:

City of Madisonville
67 North Main Street
Madisonville, KY 42431

Resolution No. 2023-7

**Resolution to Accept Bids for surplus property located at
381 ½ Hipple Street, Madisonville, KY 42431**

WHEREAS, the City of Madisonville opened bids for a surplus lot located at 381 ½ South Hipple Street, Madisonville, KY 42431 on March 2, 2023 at 10:00 a.m.; and

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

Name	Bid Amount
Alexander Michael Bolin	\$2,250.00
Jason Virge	\$1,600.00

WHEREAS, Alexander Michael Bolin was the highest bid of \$2,250.00.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts the bid of Alexander Michael Bolin in the amount \$2,250.00.

To:

Name: Kim Blue
Title: City Clerk

From:

Name: Alexander Michael Bolin
Address: 386 S Daves St, Madisonville KY
Phone (Personal): (270) 804-8821
Phone (Work): (270) 339-7532

Bid Amount: \$2,250.00

Description:

This bid is for the plot of land that borders 386 S Daves St to the East known as 381 ½ South Hipple Street, Madisonville, KY (M-33-41-15 Book 566 Page 243). This bid is in reference to The City of Madisonville, KY Facebook post on February 13th, 2023.

Sincerely,

Alex M. Bolin

City of Madisonville post requested address at bottom right:

381½ South Hipple Street, Madisonville, KY

Jason Virge

270-841-0344

3665 Nebo Rd

Madisonville Ky

\$ 1600.00

381 1/2 South Hipple

381 1/2 South Hipple
Madisonville Ky 40226

**CITY OF MADISONVILLE
RESOLUTION 2023-8**

RESOLUTION TO DECLARE LOT AS SURPLUS PROPERTY

WHEREAS, the City of Madisonville owns the following lot:

712 East Broadway, 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 712 East Broadway, 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 made and entered into by and between **JAMES E. T. COMBS** and his wife, **LORIE COMBS**, 762 North Seminary Street, Madisonville, Kentucky, 42431, hereinafter referred to as the "Grantors", and **CITY OF MADISONVILLE, KENTUCKY**, a Kentucky municipal corporation, 67 North Main Street, Madisonville, Kentucky, 42431, hereinafter referred to as the "Grantee";

WITNESSETH: The Grantors are the record title owners of the real estate hereinafter described located at 712 East Broadway, Madisonville, Hopkins County, Kentucky (M-33-50-3), which is not in compliance with the City of Madisonville Code of Ordinances; and

WHEREAS, the Grantors do not have the financial resources to either bring the property into compliance with the City of Madisonville Code of Ordinances or to demolish same; and

WHEREAS, the Grantors are in agreement to convey the property to the City of Madisonville so that it may take appropriate action to bring the property into compliance;

NOW, THEREFORE, in consideration of the premises, there being no cash consideration paid, the Grantors do hereby grant, bargain, transfer and convey unto the Grantee, its successors and assigns forever, the following described property having an approximate fair market value of \$13,500.00 and being more particularly bounded and described as follows:

The following described real estate in Hopkins County, Kentucky, situated in what is known as Tapp Addition, a subdivision of town lots near the Town of Madisonville, Kentucky, being Lots Nos. 28, 29 and the balance of Lot No. 30, 12 feet of the east side of Lot. No. 30 having previously been sold to Miss Emma Niece by deed recorded in Deed Book 159, page 590, proper office. These said lots are designated on map or plat of subdivision as recorded in Deed Book 109, page 312, Hopkins County Court Clerk's Office.

All the minerals and mining rights in said real estate have heretofore been sold and conveyed, and are excepted from this conveyance.

Being the same real estate conveyed by Winfred Tapp and his wife, Christine Tapp, to George Marvin Brooks and James E. T. Combs by deed dated October 25, 1999 and of record in Deed Book 583, page 599, Hopkins County Court Clerk's Office. George Marvin Brooks died in August 2000 and pursuant to the survivorship provision in the aforesaid deed, title to the whole passed to James E. T. Combs; and being the same real estate conveyed by James E. T. Combs and his wife, Lorie Combs, to James E. T. Combs and his wife, Lorie Combs, by deed dated July 25, 2001 and of record in Deed Book 600, page 749, Hopkins County Court Clerk's Office. In the deed of conveyance to the Grantors the second lot was erroneously identified as Lot 30 rather than Lot 29. The lot was correctly identified in the deed of conveyance executed by W. H. Arnold, et ux., to Wilma H. Clendening dated October 15, 1966 and of record in Deed Book 307, page 415. When Wilma H. Clendening conveyed the property to Winfred Tapp, et ux., by deed dated October 19, 1966 and of record in Deed Book 583, page 597, there was a typographical error and the second lot was identified as Lot 30 rather than Lot 29. This typographical error has been repeated in all subsequent deeds to the present time.

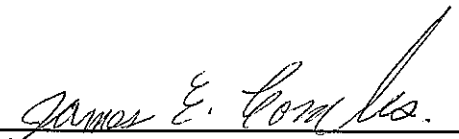
TO HAVE AND TO HOLD the above described real property, together with all of the appurtenances thereunto belonging unto the Grantee, its successors and assigns forever, with Covenant of General Warranty of Title.

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.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this 2nd day of March, 2023.

TAX BILLS: Pursuant to KRS 382.135 the 2023 ad valorem property tax bills 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.

GRANTORS:


James E. T. Combs


Lorie Combs

558

GRANTEE:

CITY OF MADISONVILLE, KENTUCKY



Kevin Cotton, Mayor

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Deed and Consideration Certificate was subscribed, acknowledged and sworn to before me by James E. T. Combs and his wife, Lorie Combs, persons known to me or presenting sufficient evidence of their identification, on this 1 day of March, 2023..



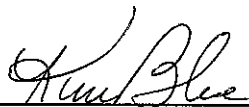
Notary Public, State at Large, KY

My commission expires: 9.8.2026

Notary No: KYNP 57066

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Deed and Consideration Certificate was subscribed, acknowledged and sworn to before me by Kevin Cotton, who hold the office of Mayor, on behalf of the City of Madisonville, persons known to me or presenting sufficient evidence of his identification, on this 2 day of March, 2023.

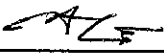


Notary Public, State at Large, KY

My commission expires: 5/23/2024

Notary No: KYNP4299

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



Joe A. Evans III
Attorney at Law

JAE.srp.RE.Deeds.2023.0227Combs.com.deed



2023002056

HOPKINS CO, KY FEE \$50.00
PRESENTED / LODGED: 03-03-2023 09:32:34 AM

RECORDED: 03-03-2023

KEENAN CLOERN
CLERK

BY: TINA DILLINGHAM
DEPUTY CLERK

BK: DEED 811

PG: 556-558

CITY OF MADISONVILLE
OFFICE OF THE MAYOR
AMENDMENT TO EXECUTIVE ORDER 2023-1

**AMENDMENT TO EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF SHANNON
HARMON TO THE HOPKINS COUNTY BOARD OF PROPERTY TAX APPEALS**

KNOW ALL MEN BY THESE PRESENTS:

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

1) That Shannon Harmon shall be, and hereby is, appointed to the Hopkins County Board of Property Tax Appeals.

2) That the term of Shannon Harmon shall be for a period of [~~two~~ ~~2~~] three 3 years commencing on January 1, [~~2023~~] 2024 through December 31, [~~2025~~] 2026.

3) That Shannon Harmon 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.

CITY OF MADISONVILLE
OFFICE OF THE MAYOR
AMENDMENT TO EXECUTIVE ORDER 2020-10
New Executive Order #2023-3

AMENDMENT TO THE EXECUTIVE ORDER RELATING TO THE
APPOINTMENT OF JACK MORRIS TO THE
HOPKINS COUNTY BOARD OF PROPERTY TAX APPEALS

KNOW ALL MEN BY THESE PRESENTS:

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

1) That Jack Morris shall be, and hereby is, appointed to the Hopkins County Board of Property Tax Appeals.

2) That the term of Jack Morris shall be for a period of ~~[two 2]~~ three 3 years commencing on ~~[August 1, 2020]~~ January 1, 2020 through ~~[July 31, 2022]~~ December 31, 2023.

3) That Jack Morris shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.