



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 March 6, 2023
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills and Payroll
- 7. Audit Report - Theresa Jones, CPA**
- 8. DEPARTMENT REPORTS**
 - A. Fire Department Report
 - B. Police Department Report
- 9. NEW BUSINESS**
 - A. Ordinances
 - A. **SECOND READING OF ORDINANCE CONFIRMING THE SALE AND AWARDING A NON-EXCLUSIVE FRANCHISE TO ATMOS ENERGY CORPORATION**
 - B. Resolutions
 - A. Resolution to declare equipment as surplus property
 - B. Resolution declaring an emergency, waiving formal competitive bidding procedures, authorizing the city to replace the roof at the Economic Development Corporation
 - C. Resolution awarding the repair of the roof to the Economic Development Corporation
 - C. Item for Discussion - Road Closure Request
- 10. ADJOURNMENT**



MINUTES

1. **CALL TO ORDER BY MAYOR KEVIN COTTON**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION BY COUNCIL MEMBER LARRY NOFFSINGER**

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:

5. **APPROVAL OF MINUTES**

A. Minutes of February 21, 2023

RESULT: Approval of the minutes of February 21, 2023

MOVER: City Council Member Larry Noffsinger

SECONDER: Council Member Frank Stevenson

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: Approval of Bills and Payroll

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

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
First Reading - Second Reading will be held on March 20, 2023
- B. Resolutions

- A. Accept Bid on 381 1/2 South Hipple Street, Madisonville, Kentucky

RESULT: Accept Bid at 381 1/2 S. Hipple for \$2,250.00 to Alexander Michael Bolin
MOVER: City Council Member Larry Noffsinger
SECONDER: Council Member Frank Stevenson
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

- B. Declare Lot at 712 E. Broadway, Madisonville, Kentucky as Surplus

RESULT: Approval to surplus property at 712 E. Broadway, Madisonville, KY
MOVER: Council Member Tony Space
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

- C. Executive Orders

- A. Amendment to Executive Order 2023-1

Amendment to the Executive Order appointing Shannon Harmon to the Hopkins County Board of Property Tax Appeals from January 1, 2024 to December 31, 2026.

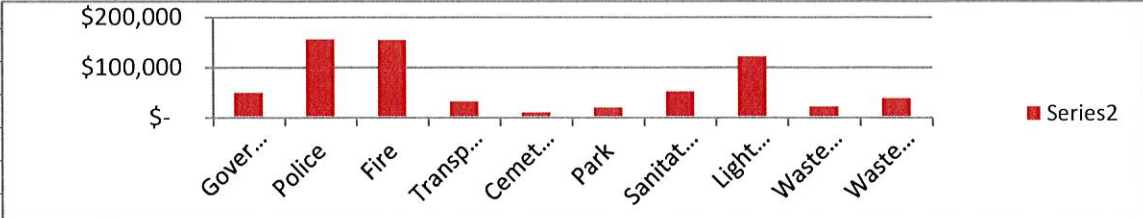
- B. Amendment to Executive Order 2020-10

Amendment to Executive Order 2020-10 Appointment of Jack Morris to Hopkins County Board of Property Tax Appeals for a period of time ending December 31, 2023.

9. ADJOURNMENT

RESULT: Adjournment
MOVER: Council Member Adam Townsend
SECONDER: None

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 3/17/2023		
2	Co#	Bank#	Fund Name		
3	100	1	General Fund	\$ 104,715.54	
4				\$ 118,110.05	
5				\$ 109,648.11	
6					
7			Total General Fund	\$ 332,473.70	
8	190	7	Sanitation	\$ 4,815.58	
9				\$ 52,895.00	
10				\$ 33,715.73	
11					
12			Total Sanitation	\$ 91,426.31	
13	200	7	Electric/Utility Office	\$ 61,264.94	
14				\$ 46,268.88	
15				\$ 6,545.26	
16					
17			Total Electric/Utility Office	\$ 114,079.08	
18	210	6	Water and Filter	\$ 41,342.60	
19				\$ 97,122.64	
20				\$ 11,735.29	
21					
22			Total Water Filter	\$ 150,200.53	
23		7	Waste Water Collection and Treatment	\$ 99,112.47	
24				\$ 293,629.34	
25				\$ 81,028.64	
26					
27			Total Wastewater Collection and Treatment	\$ 473,770.45	
28					
29					
30	Co#	Dept #	Department Name	Amount	
31	100	Various	Governmental	\$ 48,230	
32	100	2100	Police	\$ 155,278	
33	100	2300	Fire	\$ 153,547	
34	100	3300	Transportation	\$ 30,748	
35	100	5000	Cemetery	\$ 9,428	
36	100	7000	Park	\$ 18,536	
37	190	3100	Sanitation	\$ 50,487	
38	200	1000/4500	Light Fund	\$ 120,517	
39	200	2000	Wastewater Treatment	\$ 20,504	
40	200	2001	Wastewater Collection	\$ 37,338	
41	200	4700/4600	Water and Filter	\$ 50,220	
42			Total Payroll	\$ 694,832	
43	 Number of Employees Paid March 17, 2023 See next page				
44					
45					
46					
47					
48					
49					
50					
51					

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	6,788.70	.00	.00	6,788.70
100	1200	ADMINISTRATION	15,085.22	.00	.00	15,085.22
100	1400	FINANCE	13,004.18	8.42	.00	13,012.60
100	1500	CITY CLERK	8,015.91	.00	.00	8,015.91
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	48,221.23	8.42	.00	48,229.65
100	2100	POLICE DEPT-MADISO	126,902.16	21,204.88	.00	148,107.04
100	2150	POLICE FICA	6,449.44	721.03	.00	7,170.47
		Total Police	133,351.60	21,925.91	.00	155,277.51
100	2300	FIRE DEPT-MADISONV	107,490.67	42,983.99	3,072.31	153,546.97
100	2350	FIRE FICA/NON HAZA	.00	.00	.00	.00
		Total Fire	107,490.67	42,983.99	3,072.31	153,546.97
100	3300	TRANSPORTATION DEP	29,586.15	1,161.79	.00	30,747.94
		Total Transportati	29,586.15	1,161.79	.00	30,747.94
100	5000	CEMETERY DEPARTMEN	9,111.76	315.89	.00	9,427.65
		Total Cemetery	9,111.76	315.89	.00	9,427.65
100	7000	PARK DEPARTMENT	17,853.12	682.88	.00	18,536.00
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	17,853.12	682.88	.00	18,536.00
190	3100	SANITATION DEPARTM	48,691.15	1,795.99	.00	50,487.14
		Total Sanitation	48,691.15	1,795.99	.00	50,487.14
200	1000	UTILITY OFFICE	25,323.02	960.62	.00	26,283.64
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	66,401.05	27,832.48	.00	94,233.53
		Total Utility Offi	91,724.07	28,793.10	.00	120,517.17
210	2000	WASTEWATER TREATME	19,697.04	806.89	.00	20,503.93
210	2001	WASTEWATER COLLECT	32,854.88	4,483.35	.00	37,338.23
		Total Wastewater T	52,551.92	5,290.24	.00	57,842.16
211	4600	FILTER DEPARTMENT	17,612.74	2,553.32	.00	20,166.06
211	4700	WATER DEPARTMENT	27,832.08	2,221.56	.00	30,053.64
		Total Water	45,444.82	4,774.88	.00	50,219.70
		Grand Totals	584,026.49	107,733.09	3,072.31	694,831.89

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	48.25	.00	.00	48.25
100	1400	FINANCE	76.50	.25	.00	76.75
100	1500	CITY CLERK	79.25	.00	.00	79.25
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	274.00	.25	.00	274.25
100	2100	POLICE DEPT-MADISO	3,620.25	470.50	.00	4,090.75
100	2150	POLICE FICA	333.25	22.25	.00	355.50
		Total Police	3,953.50	492.75	.00	4,446.25
100	2300	FIRE DEPT-MADISONV	5,008.00	1,880.75	114.25	7,003.00
100	2350	FIRE FICA/NON HAZA	.00	.00	.00	.00
		Total Fire	5,008.00	1,880.75	114.25	7,003.00
100	3300	TRANSPORTATION DEP	1,652.50	35.25	.00	1,687.75
		Total Transportati	1,652.50	35.25	.00	1,687.75
100	5000	CEMETERY DEPARTMEN	489.27	12.75	.00	502.02
		Total Cemetery	489.27	12.75	.00	502.02
100	7000	PARK DEPARTMENT	817.00	34.00	.00	851.00
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	817.00	34.00	.00	851.00
190	3100	SANITATION DEPARTM	2,197.25	52.75	.00	2,250.00
		Total Sanitation	2,197.25	52.75	.00	2,250.00
200	1000	UTILITY OFFICE	818.50	35.00	.00	853.50
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,696.00	549.75	.00	2,245.75
		Total Utility Offi	2,514.50	584.75	.00	3,099.25
210	2000	WASTEWATER TREATME	678.00	23.75	.00	701.75
210	2001	WASTEWATER COLLECT	1,616.25	156.50	.00	1,772.75
		Total Wastewater T	2,294.25	180.25	.00	2,474.50
211	4600	FILTER DEPARTMENT	798.75	82.75	.00	881.50
211	4700	WATER DEPARTMENT	1,160.75	69.50	.00	1,230.25
		Total Water	1,959.50	152.25	.00	2,111.75
		Grand Totals	21,159.77	3,425.75	114.25	24,699.77

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	3/17/23	7	1	6
100	1200	ADMINISTRATION	3/17/23	6	5	1
100	1400	FINANCE	3/17/23	5	5	
100	1500	CITY CLERK	3/17/23	4	4	
100	1600	AIRPORT	3/17/23	4	4	
100	1700	ZONING	3/17/23	2	2	
100	1800	HUMAN RESOURCES	3/17/23	4	4	
100	2100	POLICE DEPT-MADISONVILLE	3/17/23	49	44	5
100	2150	POLICE FICA	3/17/23	7	2	5
100	2151	DISPATCH	3/17/23	13	13	
100	2200	ALCOHOLIC BEVERAGE CONTROL	3/17/23	1		1
100	2300	FIRE DEPT-MADISONVILLE	3/17/23	63	63	
100	3300	TRANSPORTATION DEPT	3/17/23	21	19	2
100	5000	CEMETERY DEPARTMENT	3/17/23	7	7	
100	7000	PARK DEPARTMENT	3/17/23	16	13	3
100	7200	MAHR PARK	3/17/23	9	7	2
190	3100	SANITATION DEPARTMENT	3/17/23	29	28	1
200	1000	UTILITY OFFICE	3/17/23	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	3/17/23	22	22	
210	2000	WASTEWATER TREATMENT	3/17/23	9	9	
210	2001	WASTEWATER COLLECTION	3/17/23	20	20	
210	2002	ENGINEERING & STORMWATER	3/17/23	5	5	
211	4600	FILTER DEPARTMENT	3/17/23	11	11	
211	4700	WATER DEPARTMENT	3/17/23	16	16	
		Totals		345	319	26

Madisonville Fire Department

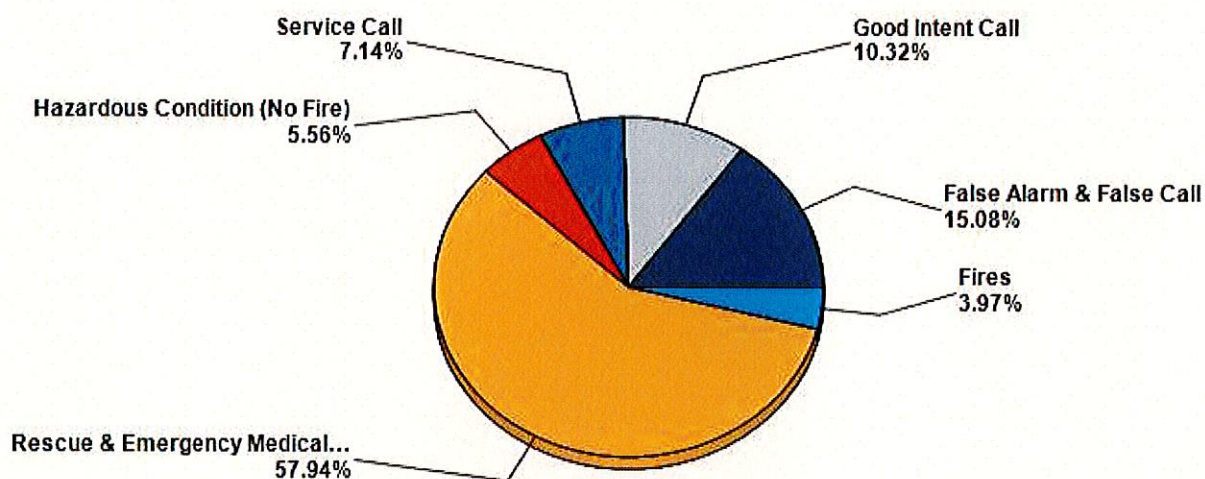
Monthly Report

Feburary 2023



INCIDENT TYPE	# INCIDENTS	
MEDICAL	73	
FIRE	53	
TOTAL	126	
# OVERLAPPING	% OVERLAPPING	
13	10	
PRE-INCIDENT VALUE	LOSSES	
\$551,300.00	\$37,300.00	
DISPATCH TO RESPONDING (AVG: 0:01:15)		
	MEDICAL	FIRE
Station #1	0:01:07	0:01:39
Station #2	0:01:03	0:01:13
Station #3	0:01:15	0:01:05
Station #4	0:01:20	0:01:00
DISPATCH TO ARRIVAL (AVG: 0:04:13)		
	MEDICAL	FIRE
Station #1	0:03:52	0:03:47
Station #2	0:03:56	0:03:28
Station #3	0:05:00	0:04:26
Station #4	0:04:00	0:03:00
AVERAGE TIME ON SCENE	Monthly Training Hours	
21 minutes 58 seconds	635	
INSPECTIONS		
Pre-Incident Inspections	59	
Fire Prevention Inspections	29	
Code Enforement Cases	108	
COMMUNITY OUTREACH		
Community Programs	8	
Smoke Alarms Issued	3	

Madisonville Fire Department Incident Breakdown by Type Feburary 2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	5	3.97%
Rescue & Emergency Medical Service	73	57.94%
Hazardous Condition (No Fire)	7	5.56%
Service Call	9	7.14%
Good Intent Call	13	10.32%
False Alarm & False Call	19	15.08%
TOTAL	126	100%

Madisonville Fire Department

Incident Breakdown by %

Feburary 2023



Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	3	2.38%
113 - Cooking fire, confined to container	1	0.79%
131 - Passenger vehicle fire	1	0.79%
311 - Medical assist, assist EMS crew	68	53.97%
322 - Motor vehicle accident with injuries	2	1.59%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.79%
324 - Motor vehicle accident with no injuries.	2	1.59%
400 - Hazardous condition, other	2	1.59%
412 - Gas leak (natural gas or LPG)	2	1.59%
413 - Oil or other combustible liquid spill	1	0.79%
440 - Electrical wiring/equipment problem, other	1	0.79%
462 - Aircraft standby	1	0.79%
522 - Water or steam leak	1	0.79%
554 - Assist invalid	4	3.17%
561 - Unauthorized burning	4	3.17%
600 - Good intent call, other	1	0.79%
611 - Dispatched & cancelled en route	3	2.38%
651 - Smoke scare, odor of smoke	4	3.17%
671 - HazMat release investigation w/no HazMat	5	3.97%
710 - Malicious, mischievous false call, other	1	0.79%
731 - Sprinkler activation due to malfunction	5	3.97%
732 - Extinguishing system activation due to malfunction	1	0.79%
733 - Smoke detector activation due to malfunction	2	1.59%
734 - Heat detector activation due to malfunction	2	1.59%
735 - Alarm system sounded due to malfunction	1	0.79%
743 - Smoke detector activation, no fire - unintentional	4	3.17%
745 - Alarm system activation, no fire - unintentional	1	0.79%
746 - Carbon monoxide detector activation, no CO	2	1.59%
TOTAL INCIDENTS:	126	100%

Madisonville Fire Department

Pre-Incident Surveys

Feburary 2023



1	93.9 WKTG	2380 N Main ST	02/16/2023
2	Atmos Energy	638 W Broadway ST	02/16/2023
3	B.P. Mart	766 E Center ST	02/08/2023
4	Baptist Health Medical Associates	200 Clinic DR	02/16/2023
5	Baptist Health Sports Medicine	950 Hospital DR	02/16/2023
6	Breaking Bread Ministries	275 W Center ST	02/08/2023
7	Browns West Side Auto Repair	820 W Noel AVE	02/13/2023
8	Cabinetry of Madisonville	1210 Nebo RD	02/08/2023
9	Cabinets By Design	30 Bassett AVE	02/16/2023
10	Campfire Roasters	1050 Thornberry DR	02/08/2023
11	Clark (Webstaurant)	200 Commerce DR	02/08/2023
12	Coldwell Banker Terry and Ass.	1096 N Main ST	02/08/2023
13	Colonial Motel	507 S Main ST	02/16/2023
14	CosmoProf	525 E Center ST	02/16/2023
15	Crowded House	26 W Center ST	02/08/2023
16	Custom Audio	405 E Center ST	02/13/2023
17	Days Inn	1900 Lantaff BLVD	02/16/2023
18	Denny's	60 Ruby DR	02/13/2023
19	Dollar General	925 W Noel AVE	02/16/2023
20	Don Peeler Pharmacy	127 E North ST	02/13/2023
21	Dr. Pepper Bottling Company	308 W Center ST	02/08/2023
22	Dr. Sampson Dental Office	70 Cornwall DR	02/16/2023
23	Electro Cycle	230 Baldwin Drive	02/20/2023
24	EZ Shop #5	1155 N Main ST	02/16/2023
25	Family Dollar	119 N Main ST	02/13/2023
26	First Christian Church	1030 College DR	02/16/2023
27	First United Methodist Church	200 E Center St	02/08/2023
28	GE Air Craft Engines	3050 Nebo RD	02/20/2023
29	Green's Steakhouse	51 S Main ST	02/21/2023
30	Hampton Inn	201 Ruby DR	02/16/2023
31	Huck's #364	709 S Main ST	02/13/2023
32	Ideal Market #21	1640 N Main ST	02/13/2023
33	Ideal Market #24	720 Princeton RD	02/16/2023
34	Independence Bank	1776 N Main ST	02/08/2023
35	Joe Hudson's Collision Center	77 Bassett AVE	02/16/2023
36	Kort Physical Therapy	24 Madison Square DR	02/08/2023
37	Lucky Buffet	1900 Lantaff BLVD	02/16/2023
38	Madisonville Apartments	1300 Eastside LN	02/13/2023
39	MCC- Brown Badgett	2000 College DR	02/13/2023
40	MCC- Glema Mahr Center for the Arts	2000 College DR	02/08/2023
41	Mainstream Body Art	727 S Main, Street ST	02/08/2023
42	McDonald's	40 Ruby DR	02/16/2023
43	Melody Lanes	952 N Main ST	02/16/2023
44	Mobil 1 Lube Express	1036 N Main ST	02/13/2023
45	Modern Supply Company, Inc.	2905 Nebo Road	02/13/2023
46	NAPA (Madisonville) Auto Parts	55 N Scott ST	02/13/2023
47	Oak Ridge Retirement Center	750 Dodson LN	02/08/2023
48	Owensboro Federal Credit Union	1412 Chelsa DR	02/13/2023
49	Park Avenue Baptist Church	132 S Park AVE	02/13/2023
50	Perry Cheek State Farm Insurance	643 S Main ST	02/08/2023
51	Pleasant View Greenhouse	418 B Princeton Rd	02/08/2023
52	Ruby Wright Concrete	160 Commerce DR	02/08/2023
53	Senior Citizens Center	200 N Main ST	02/13/2023
54	Shiloh Apts	75 Winding Creek DR	02/25/2023
55	Souls Harbor Baptist Church	1105 W Center ST	02/08/2023
56	T-Mobile	49 Madison Square DR	02/16/2023
57	Tender Care Veterinary Clinic	740 Princeton Rd	02/13/2023
58	TGE Westside Liquors	603 W Noel AVE	02/08/2023
59	U.S Army Reserves	2218 S Main ST	02/13/2023

Madisonville Fire Department

Community Events

February 2023



Public Education

	02/09/2023	School Event	MAPS	Pride Ave School
	02/10/2023	Public Education	Shadow Day	
	02/14/2023	Public Education	City of Madisonville Stop the Bleed and First-Aid	City Park Club House
	02/17/2023	Station Tour	Station Tour	Station 1
	02/27/2023	Public Education	City of Madisonville Stop the Bleed and First-Aid	

Public Relations

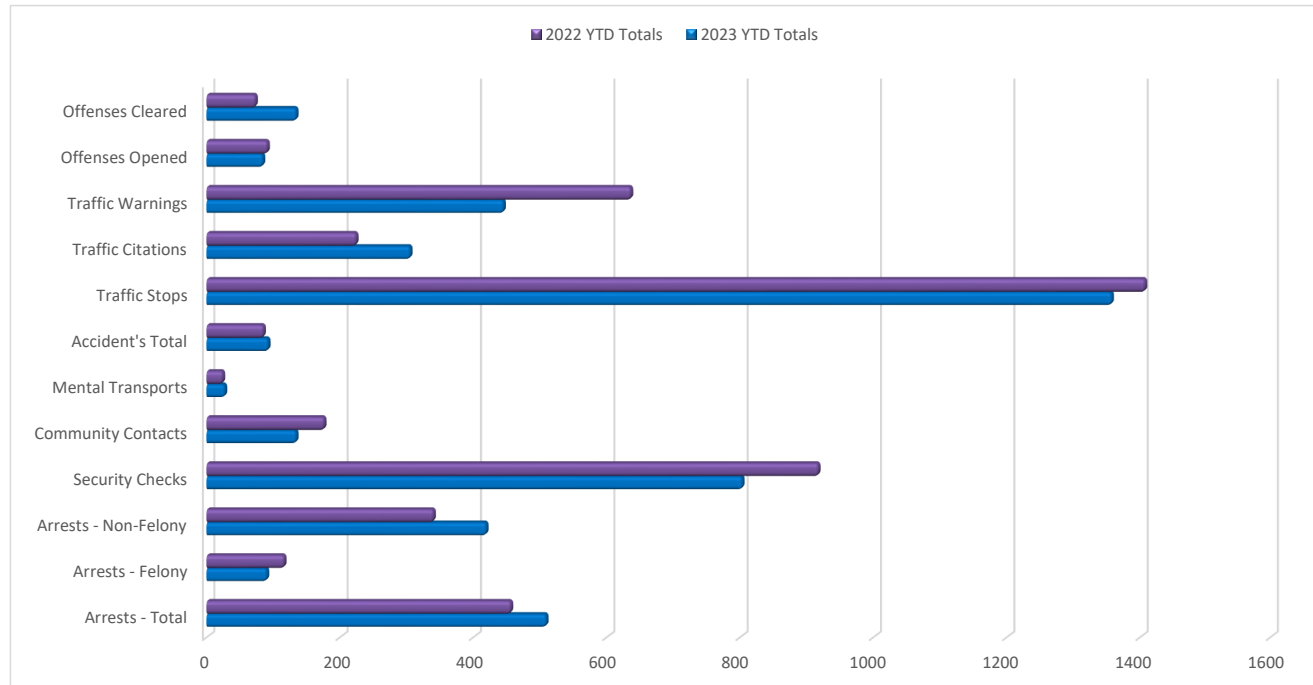
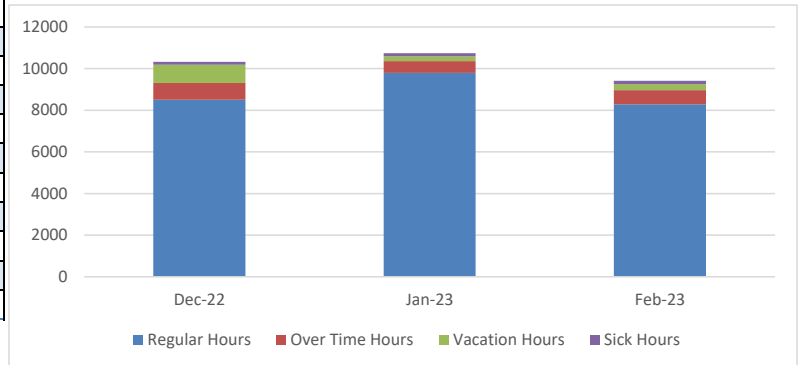
	02/04/2023	Public Relations Presence	Flags Ballard Center	Ballard Center
	02/10/2023	Public Relations Presence	Harrah's Hose & Hydraulic Flag Replacement	Harrah's Hose & Hydraulic
	02/23/2023	Public Relations Presence	Senior Officials Workshop	



Madisonville Police Department Council Report March, 2023

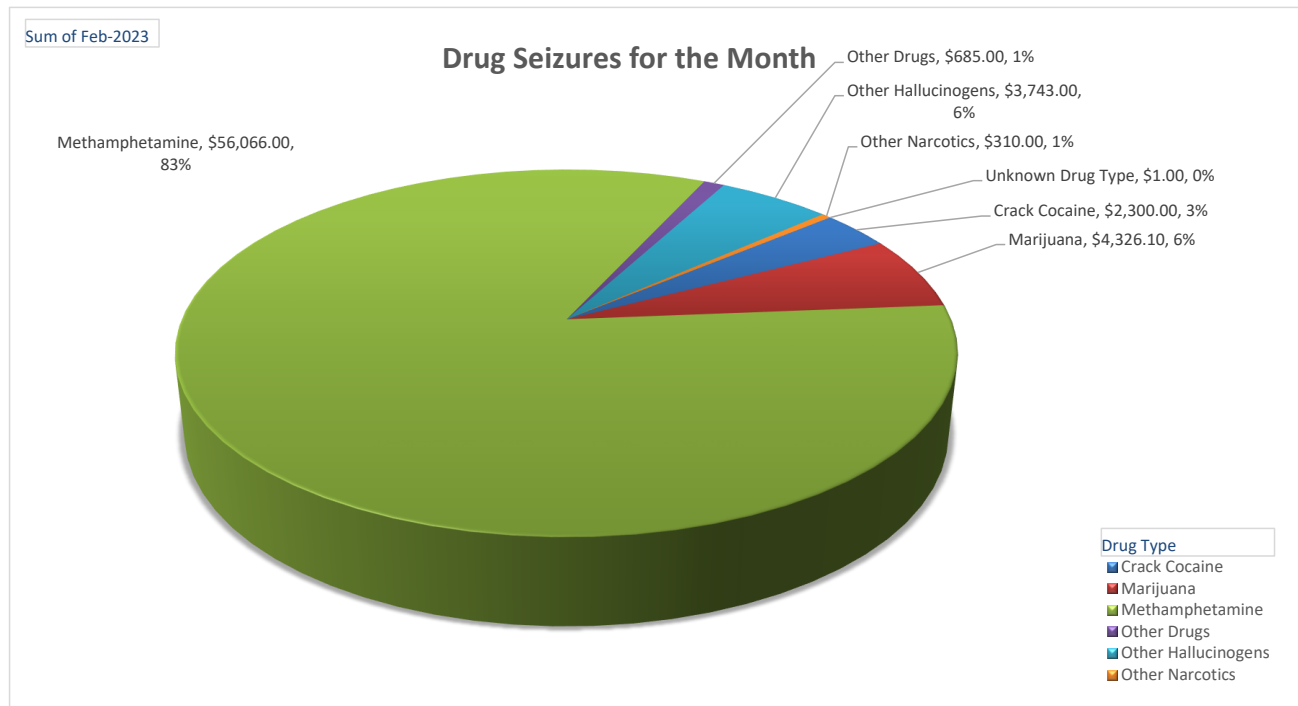


Type	Feb-23	Feb-22	2023 YTD Totals	2022 YTD Totals	Man Hours	Dec-22	Jan-23	Feb-23	Totals
Calls - Total Responses	3392	3884	7353	8040	Regular Hours	8501.7	9796.9	8288.96	26587.59
Arrests - Total	255	201	509	456	Over Time Hours	808	568.25	676.75	2053
Arrests - Felony	45	57	90	116	Vacation Hours	876.75	226.75	291.34	1394.84
Arrests - Non-Felony	210	144	419	340	Sick Hours	136.25	150.95	160.75	447.95
Security Checks	390	389	803	917	Training Hours				0
Community Contacts	56	84	134	176					
Mental Transports	16	19	27	24					
Accident's Total	42	40	92	85					
Traffic Stops	600	577	1357	1407					
Traffic Citations	147	96	305	224					
Traffic Warnings	203	267	445	636					
Offenses Opened	35	33	84	91					
Offenses Cleared	76	45	134	73					
Stolen/Lost Property Value	\$ 170,555.38	\$ 13,243.04	\$177,321.04	\$34,001.53					
Recovered Property Value	\$ 16,647.68	\$ 611.30	\$21,697.68	\$2,609.52					
Average Response Time	3.71 Mins	3.88 Mins	3.79 Mins	3.67 Mins					





Madisonville Police Department Council Report March, 2023



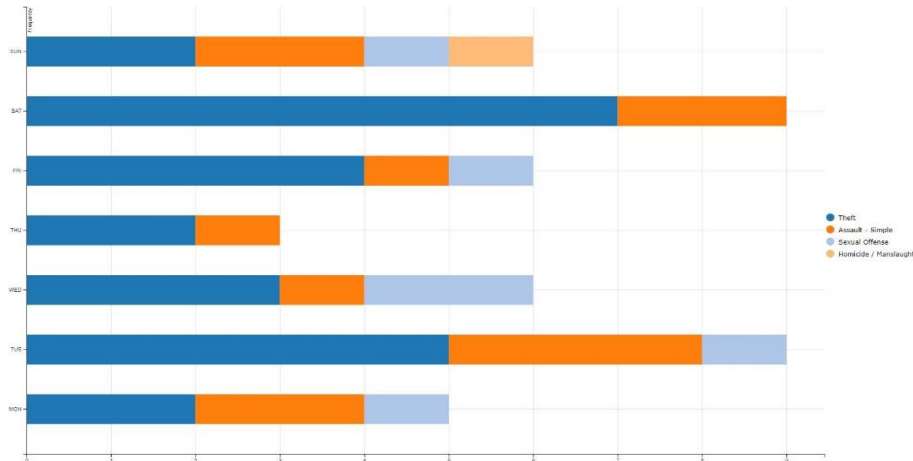
Total Seizures Feb 2023 \$ 67,431.10



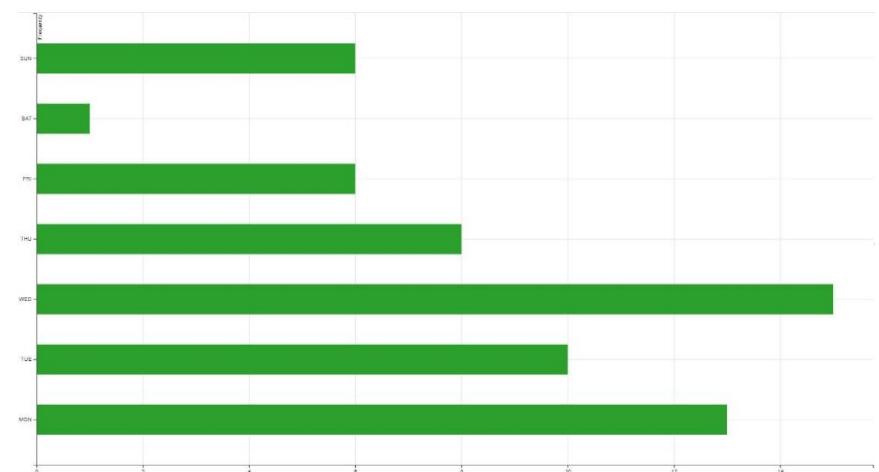
Madisonville Police Department Council Report March, 2023



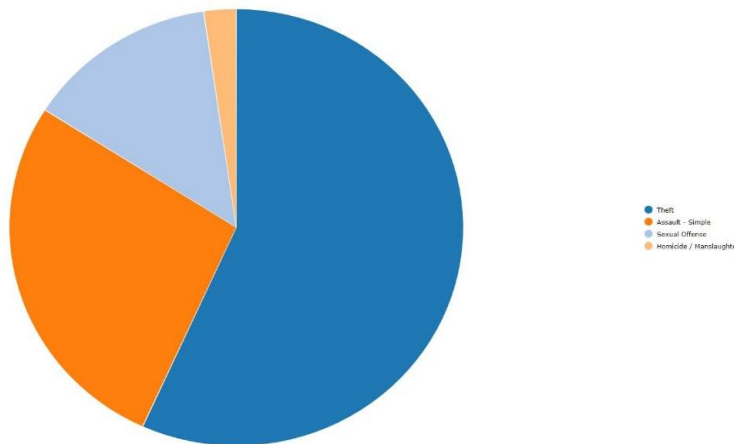
Part 1 Crimes by Day of Week



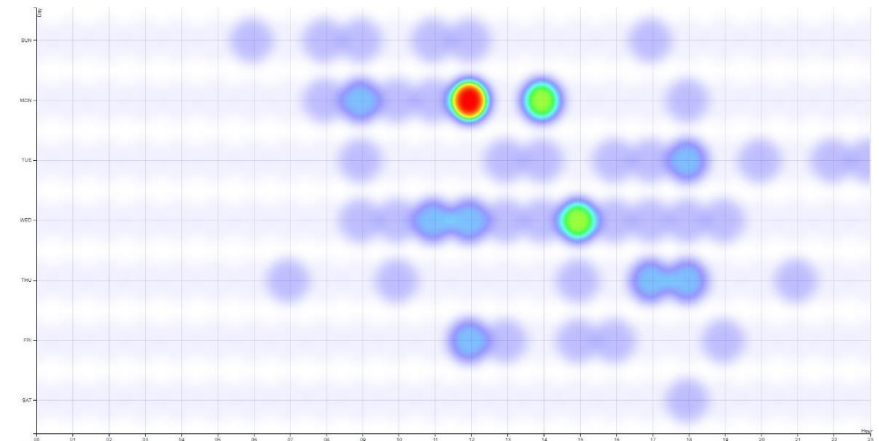
Traffic Accidents by Day of Week



Part 1 Crimes



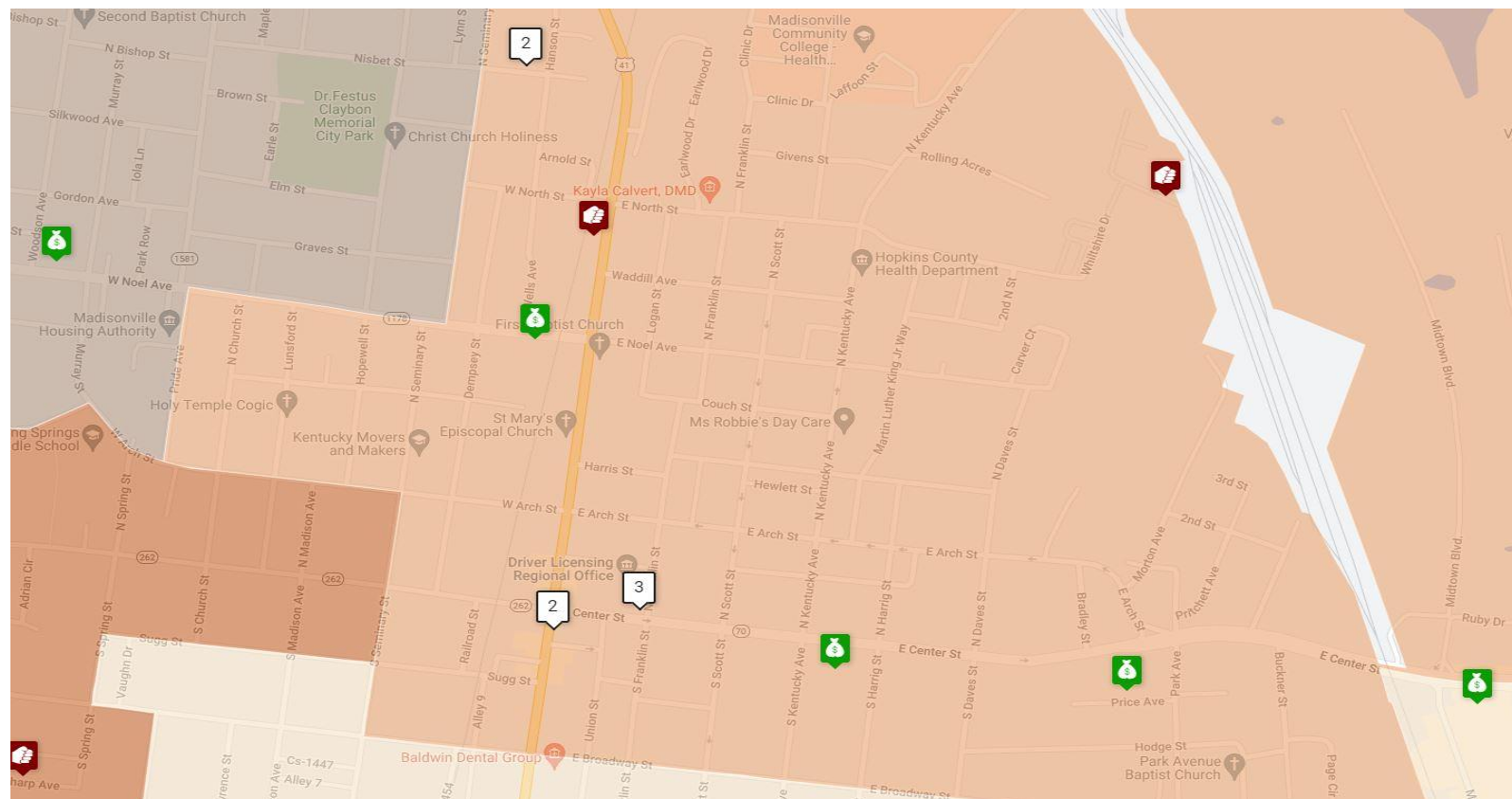
Traffic Accident Highest Times



Madisonville Police Department Council Report March, 2023



Part 1 Crimes Highest Density

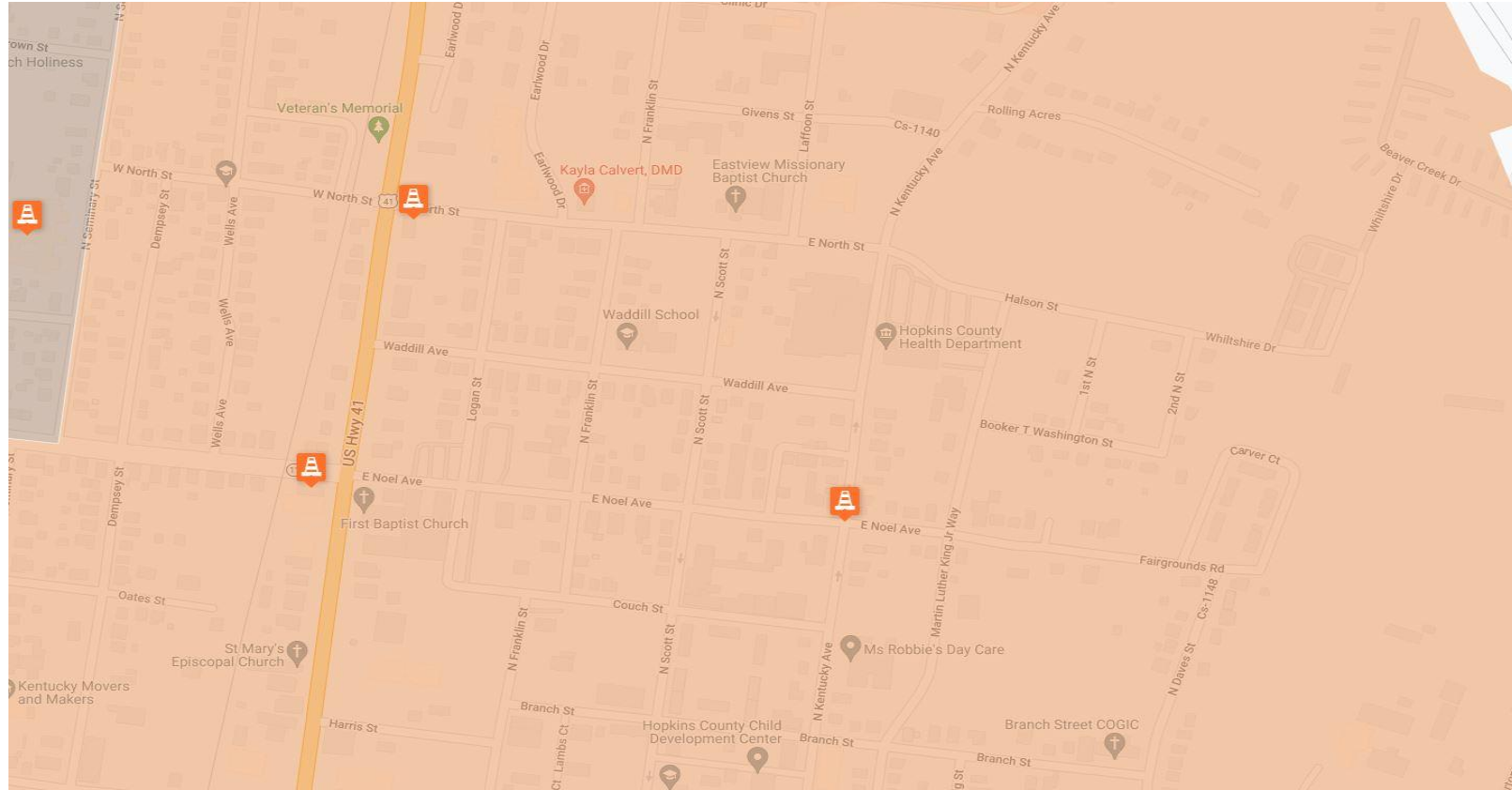




Madisonville Police Department Council Report March, 2023



Traffic Accidents Highest Density





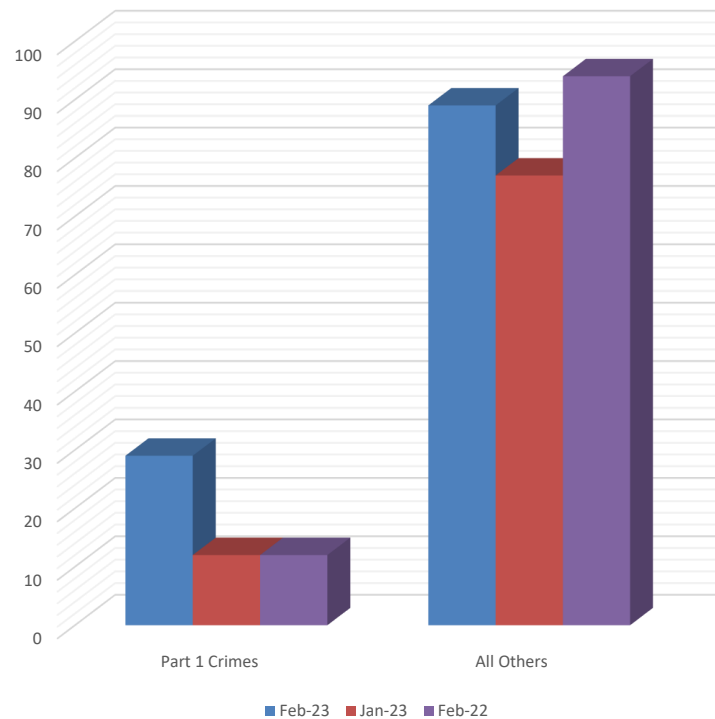
Madisonville Police Department Council Report March, 2023



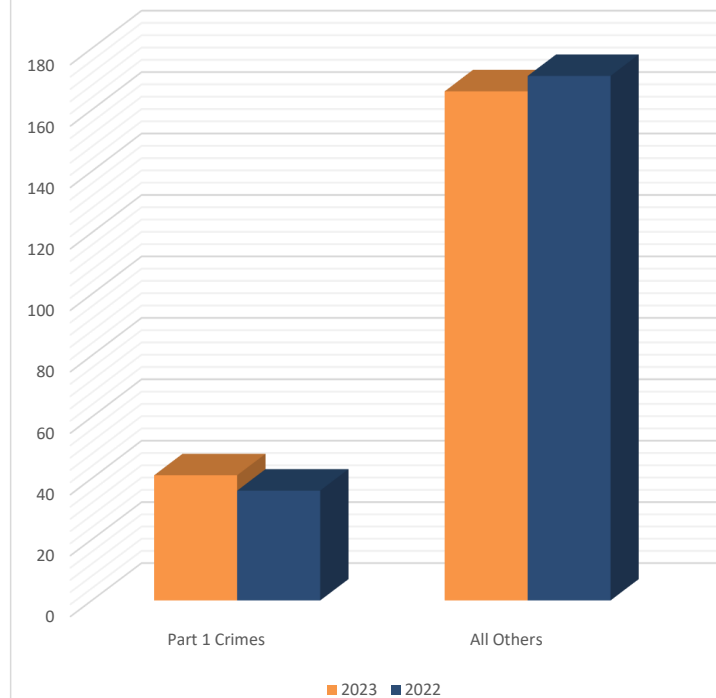
Crime Statistics Comparison

	Feb-23	Jan-23	Difference	Feb-22	Difference	Calendar Year to Date		
Part 1 Crimes	29	12	142%	12	142%	2023	2022	Difference
All Others	89	77	16%	94	-5%	166	171	-3%
Total	118	89	33%	106	11%	207	207	0%

Monthly Comparison



Year to Date Comparison



**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.

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 **five 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 2023-1** 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

**CITY OF MADISONVILLE
RESOLUTION 2023-9**

RESOLUTION TO DECLARE EQUIPMENT AS SURPLUS PROPERTY

WHEREAS, the City of Madisonville Electric Department owns equipment as shown on the attached documents.

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

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above equipment is now declared as surplus property.
2. The City is authorized to advertise the equipment for sale and dispose of the equipment by means according to KRS 82.083.

Holding For Disposition

Co. ID#	MFG	Serial #	kVA	HV	LV	IMP	OIL	WT	POL	PPM	COMMENTS
2572001224	SOL	D2045	25	7200/12470Y	120/240	2.41	12	400	+	<1	BAD EL
2572001224	SOL	B3417	25	7200/12470Y	120/240	2.4	12	400	+	<1	BAD EL
2572001224	DY	94Y059503	25	7200/12470Y	120/240		12	400	+	<1	BAD EL
1572001224	KU	KU4298790002	15	7200/12470Y	120/240	1.9	12	342	+	<1	STORM DAMAGE, DRAINED OF OIL
5072001224	GE	M346732YJNA	50	7200/12470Y	120/240	2.67	28	560	+	<1	BAD EL
10072001224	KU	KU4250609901	100	2400X7200	120/240		50	1114	+	<1	BAD EL
2572001224	JER	S5238	25	7200/12470Y	120/240	1.5	12	400	+	<1	BAD EL, DRAINED OF OIL
50072001224	SOL	D0659	500	7200/12470Y	277/480	2.1		3200	-	<1	RAIN WATER LEAKED INTO TANK, DRAINED OF OIL.
OIL SWITCH	KY	384841		15 KV 7200	120		1	36		<1	BAD EL
OIL SWITCH	KY	356440		15 KV 7200	120		1	36		<1	BAD EL
5720001224	JER	41888-17	5	7200/12470Y	120/240	1.6	5	230	+	<1	STORM DAMAGE
1572001224	KU	KU431058004	15	7200/12470Y	120/240	1.9	12	343	+	<1	STORM DAMAGE
2572001224	KU	KU4347950008	25	7200/12470Y	120/240	1.9	13.7	451	+	<1	STORM DAMAGE
1072001224	KU	KU4298780005	10	7200/12470Y	120/240	1.6	7.4	254	+	<1	STORM DAMAGE
CAPACITOR	COP	90K18633		100 KVAR 7620						<1	STORM DAMAGE
CAPACITOR	COP	90K18628		100 KVAR 7620						<1	STORM DAMAGE
CAPACITOR	COP	97N56511		100 KVAR 7620						<1	STORM DAMAGE
Total			745					6966			17

Drums

Drum #	NA	Contents
22-1-C		SMALL CAPS
22-3-A		CT, PT, LGT BALLST
22-4-A		CT, PT, LGT BALLST
22-5-A		CT, PT, LGT BALLST
22-1		TX OIL
22-1-T		TEST DEBRIS
23-1-A		CT, PT, LGT BALLST
23-1-C		SMALL CAPS

Chris Melton

From: Nick Gogel
Sent: Thursday, March 16, 2023 8:39 AM
To: Chris Melton
Cc: Brad Porter
Subject: Surplus Meter Count

Form	Class	ERT	Count
2	200	DR1	2527
2	320	DR1	6
2	200	DR2	34
2	320	DR2	1
2	200	SS1	7
2	320	SS1	2
3	20	DR2	4
4	20	DR1	8
4	20	DR2	14
9	20	DR2	9
9	20	DR3	2
9	20	LR3	1
9	20	SS4	1
12	200	DR1	16
12	200	DR2	49
16	200	DR2	13
Total			2694

Nick Gogel | Utility Maintenance Tech.

City of Madisonville | Electric Department
609 McCoy Ave. | Madisonville, KY 42431

Phone: 270.824.2130



**CITY OF MADISONVILLE
RESOLUTION-2023-10**

RESOLUTION DECLARING AN EMERGENCY, WAIVING FORMAL COMPETITIVE BIDDING PROCEDURES, AUTHORIZING THE CITY TO REPLACE THE ROOF AT THE ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, there is damage to the roof to the Economic Development Corporation; and

WHEREAS, an effort to repair the roof does not allow sufficient time for bidding and award of a contract; and

WHEREAS, per KRS 424.260(4) the chief executive officer of the city has certified an emergency exists by filing a copy of the certificate with the chief financial officer of the city.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Madisonville do declare that an emergency exist, waive formal competitive bidding procedures, and authorize the City to repair or replace the damaged roof.

**CITY OF MADISONVILLE
RESOLUTION-2023-11**

**RESOLUTION AWARDING THE REPAIR OF THE ROOF AT THE ECONOMIC
DEVELOPMENT CORPORATION**

WHEREAS, the City of Madisonville has received two quotes for the repair of the Roof at the Economic Development Corporation; and

Name	Amount
Downey Professional Const.	\$42,800.00 plus \$1,500.00 with 20 year warranty
All Seasons Roofing	\$65,759.79

WHEREAS, Downey Professional Construction was the lowest quote received; and

NOW THEREFORE, BE IT RESOLVED that the City Council awards the quote of \$42,800.00 plus \$1500.00 with the 20 year warranty to Downey Professional Construction.



JOSH MITCHELL, OWNER
2874 ANTON ROAD
MADISONVILLE, KENTUCKY 42431
Office: (270) 825-1757
Fax: (270) 821-1573
josh@downeypro.com

PROPOSAL SUBMITTED TO: City of Madisonville
Re: Economic Development roof
Madisonville, Kentucky 42431

The following is a list of items included in the current estimated construction cost and serves as a more detailed itemization.

General Construction Components:

- 1) Install ½ inch fan fold insulation over roof deck.
- 2) Install Duro-Last 50 mil roofing system with a 15-year Supreme warranty over entire area of the roof per Duro-Last specifications.
- 3) Install parapet wall flashing per Duro-Last specifications.
- 4) Flash penetrations with Duro-Last custom prefabricated curb flashings per Duro-Last specifications.
- 5) Install 3 Duro-Last drain flashings with dome covers per Duro-Last specifications.
- 6) Reseal the joints on the concrete cap at top of parapet walls.
- 7) Install 2- way roof vents every 1000 square feet according to Duro-Last specifications.
- 8) Install Duro-Last 2-piece compression metal edge detail around perimeter insuring a watertight seal per Duro-Last specifications.
- 9) Terminate material with termination bar under the concrete block.
- 10) Remove all debris from job site.

******50 mill with a 20 year No Dollar Limit warranty an additional \$ 1,500.00******

Exclusions:

- Any item not detailed above.

We hereby propose to furnish material and labor, complete in accordance with above specifications for the sum of \$42,800.00 Forty-Two thousand, eight hundred dollars and zero cents.

Payment will be made as follows; Monthly progress billings.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

This proposal void if not accepted in 30 days.

AUTHORIZED SIGNATURE

DATE: 3/9/23

Josh Mitchell, Owner
Downey Professional Const. Co.,Inc.



1016 Lavern Circle
Hendersonville, TN 37075
ASRUSA.com
Info@asrusa.com

615.822.0025 Office
615.815.9016 Mobile

Proposal#: 2101-23

Date: 3/10/23

Property location: 38 W Arch St
Madisonville, KY 42431

Proposal submitted to: City of Madisonville
67 North Main Street
Madisonville, KY 42431

Our price is based on this proposal as specifically noted. A signed and dated copy of this proposal will serve as basis for our contract agreement. In signing this proposal, you agree to the terms and conditions as specifically stated herein.

DESCRIPTION OF WORK

STAGING:

1. Materials and equipment will be staged in a location on the property that is agreeable to the property owner and that provides reasonable access for material and equipment to be moved to and from the building where work is to be performed.

ROOF REPLACEMENT:

2. Roofing surface will have all loose material removed and roof surface cleaned in preparation for new roofing application.
3. Install new fully adhered single-ply fleece-back thermoplastic roof membrane, per manufacture details and specifications.
4. Install new perimeter termination, per manufacturer details and specifications.

Page 1 of 3

5. All existing protrusions will be properly flashed using only manufacture approved pre-molded accessories (pipe boots, t-joint patches, etc.) to be installed per manufacturer details and specifications.

GENERAL:

6. Price includes mobilization and rental of any/all necessary equipment such as crane, lift, disposal containers, etc.
7. All work will be performed in a clean and professional manner.
8. Grounds will be cleaned daily.

WARRANTY:

9. As manufacture authorized installers, All Seasons Roofing will provide the property owner with a **twenty (20) year** manufacturer's NDL (no-dollar-limit) warranty against roof leaks covering both materials and installation.

Total price for all work as described herein: \$65,759.79

Payment arrangement is to be made as follows: Net 30 days of substantial completion, manufacturer inspection and acceptance, and Customers receipt of manufacturer-issued warranty certificate.

Terms and Conditions

- i. All agreements are contingent upon strikes, accidents or delays beyond the control of All Seasons Roofing, Inc.
- ii. If payment is not made as set forth herein, customer will be in default of the payment terms of this contract, waiving notice or presentment. Upon default, all warranties will be voided. Further, customer agrees to pay all cost associated with collection, including reasonable attorney's fees, and pre-judgment interest at one and one half percent (1.5%) monthly/18% per annum.
- iii. Customer and/or Property Owner agree to carry appropriate insurance coverage on the building for the period of time during which the work is being performed and until payment in full has been received by All Seasons Roofing, Inc.
- iv. All Seasons Roofing, Inc. disclaims any and all responsibility for pre-existing conditions (disclosed and undisclosed) including, but not limited to; structural damage, defect, and/or deficiencies; obstructed drains; mold and mildew growth; excessive standing water; removal of hazardous material or other hidden deficiencies.
- v. Customer and/or Property Owner agree that all residences and commercial structures that have plumbing related facilities have the presence of mold and mildew. All Seasons Roofing, Inc. shall not be responsible for mold or mildew existing prior to any roofing work or any mold or mildew discovered subsequent to any roofing work. Customer and/or Property Owner hereby waves any claim for personal injury or property damage against All Seasons Roofing, Inc. related to any form of mold or mildew.

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- vi. In the event of dispute this agreement shall be governed by the laws of the state of Kentucky. Venue for any dispute arising under this agreement shall be the county in which the property is located. This contract represents the entire agreement, and all modifications must be accepted by both parties in writing.
- vii. If any provision of this agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this agreement shall nevertheless remain in full force and effect.
- viii. The person or person(s) signing this agreement represent that they are either the owners of the property for which the roofing work is being performed, and/or the authorized agent of all owners whose signatures do not appear on this agreement and bind all non-signing owners as their authorized agent as fully as if their signatures appeared on this agreement. In addition, they affirmatively represent that they have the available funds to pay the entire charges contemplated by this contract upon substantial completion and that they are not currently a petitioner under any case in Bankruptcy Court nor contemplating the filing of any petition in Bankruptcy. Customer and/or Property Owner agree that the signing of this agreement represents an agreement to the terms within, and that Customer and/or Property Owner is signing as the owner of the property.

Acceptance of Proposal

I do hereby acknowledge that I have read this entire agreement and agree to all prices, terms and conditions as stated herein. I give my full and unconditional authorization for All Seasons Roofing, Inc. to perform all work as specified herein and do hereby agree to pay for their services as outlined in this agreement.

Property Owner/Authorized Representative

(Print) _____ Title _____

(Signature) _____ Date ____/____/____

All Seasons Roofing, Inc

(Print) _____ Title _____

(Signature) _____ Date ____/____/____



ITEM FOR DISCUSSION

Skyview Skateshop on Union Street is requesting permission to close Union and Cardwell to the Court and Union intersections for a Skate Competition on Saturday - April 1st and Sunday - April 2nd from 12-7pm

Everyone is closed on those days and would like permission to close the roads for the event for both days.