



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 June 17, 2024
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills and Payroll
- 7. DEPARTMENT REPORTS**
 - A. Zoning Committee Report
 - B. Business Licenses Report
- 8. Council Committee Report - Tourism**
- 9. NEW BUSINESS**
 - A. Resolutions
 - A. Resolution of the City of Madisonville, Kentucky authorizing the Mayor or designee to enter into a lease/purchase agreement
 - B. Resolution to declare equipment as surplus property
 - B. Item for Discussion
 - A. Permission to close portion of Lambs Court for event
 - B. Permission to contract services from local businesses owned by city employees
 - C. Closed Session: Pursuant to KRS 61.810(1) (b) for discussions concerning deliberations on the future acquisition or sale of real property when publicity would be likely to affect the value of the property.
- 10. ADJOURNMENT**



MINUTES

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

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

Council Member - Frank Stevenson

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 June 3, 2024

RESULT: Approval of Minutes of June 3, 2024

MOVER: City Council Member Larry Noffsinger

SECONDER: Council Member Tony Space

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

NOES: None

ABSTAIN: None

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills and Payroll

RESULT: Approval of Bills and Payroll

MOVER: Council Member Frank Stevenson

SECONDER: City Council Member Larry Noffsinger

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

NOES: None

ABSTAIN: None

7. **DEPARTMENT REPORTS**

- A. Fire Department Report
- B. Police Department Report

8. NEW BUSINESS

A. Second Reading Ordinances

- A. Ordinance amending the City of Madisonville annual budget for the fiscal year July 1, 2023 through June 30, 2024 by estimating revenues and resources and appropriating funds for the operation of city government

RESULT: Approval of Ordinance amending the annual budget for fiscal year July 1, 2023 - June 30, 2024
MOVER: Council Member Frank Stevenson
SECONDER: Council Member Adam Townsend
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

B. Resolutions

- A. Accept Bid for Lake Peewee Water Treatment Plant Disinfection System Improvements

RESULT: Approval to accept bids of M. Bowling for \$1,493,000.00 for Lake Peewee Water Treatment Plant Disinfection System Improvements
MOVER: Council Member Frank Stevenson
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

- B. Accept Bids for Road Salt

RESULT: Approval to accept bid from Compass Minerals for Road Salt
MOVER: Council Member Chad Menser
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

C. Municipal Orders

- A. Re-appointment of Gale Vogel and Jerry Curtis to the Tree Board -
Municipal Order 2024-15

RESULT: Approval of re-appointmentd of Gale Vogel & Jerry Curtis to Tree Board
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

- D. Municipal Road Aid: Discussion of the Fiscal Year 2024 expenditure recommendations for the Municipal Aid Program and Local Government Assistance Program.
No written comments were received; public hearing was open for public comment at 4:47 p.m. - No comments were made.

9. Executive Orders

- A. Re-appointment of Andy Bachman & Michael Howard to the Airport Board -
Executive Order 2024-2

10. ADJOURNMENT

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

	A	B	C	E
1			Bills and Payroll for Council Meeting 07/01/24	
2	Co#	Bank#	Fund Name	
3	100	1	General Fund	\$ 98,991.20
4				\$ 173,690.45
5				
6				
7			Total General Fund	\$ 272,681.65
8	190	7	Sanitation	\$ 70,374.10
9				\$ 18,524.23
10				
11				
12			Total Sanitation	\$ 88,898.33
13	200	7	Electric/Utility Office	\$ 55,061.09
14				\$ 12,431.76
15				
16				
17			Total Electric/Utility Office	\$ 67,492.85
18	210	6	Water and Filter	\$ 59,785.58
19				\$ 76,418.40
20				
21				
22			Total Water Filter	\$ 136,203.98
23		7	Waste Water Collection and Treatment	\$ 133,673.89
24				\$ 36,376.08
25				
26				
27			Total Wastewater Collection and Treatment	\$ 170,049.97
28				
29				
30	Co#	Dept #	Department Name	Amount
31	100	Various	Governmental	\$ 54,804
32	100	2100	Police	\$ 159,610
33	100	2300	Fire	\$ 173,058
34	100	3300	Transportation	\$ 32,895
35	100	5000	Cemetery	\$ 5,028
36	100	7000	Park	\$ 22,497
37	190	3100	Sanitation	\$ 60,801
38	200	1000/4500	Light Fund	\$ 92,944
39	200	2000	Wastewater Treatment	\$ 19,923
40	200	2001	Wastewater Collection	\$ 30,415
41	200	4700/4600	Water and Filter	\$ 54,908
42		330/6000	Madisonville Sports	\$ 5,008
43			Total Payroll	\$ 711,890
44				
45			Number of Employees Paid June 21, 2024	
46			See next page	

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	6/21/24	7	1	6
100	1200	ADMINISTRATION	6/21/24	6	6	
100	1400	FINANCE	6/21/24	7	6	1
100	1500	CITY CLERK	6/21/24	5	4	1
100	1600	AIRPORT	6/21/24	4	4	
100	1700	ZONING	6/21/24	2	2	
100	1800	HUMAN RESOURCES	6/21/24	5	4	1
100	2100	POLICE DEPT-MADISONVILLE	6/21/24	53	47	6
100	2150	POLICE FICA	6/21/24	3	2	1
100	2151	DISPATCH	6/21/24	15	15	
100	2200	ALCOHOLIC BEVERAGE CONTROL	6/21/24	1		1
100	2300	FIRE DEPT-MADISONVILLE	6/21/24	65	65	
100	2350	FIRE FICA/NON HAZARDOUS	6/21/24	1	1	
100	3300	TRANSPORTATION DEPT	6/21/24	20	19	1
100	5000	CEMETERY DEPARTMENT	6/21/24	3	3	
100	7000	PARK DEPARTMENT	6/21/24	21	11	10
100	7100	POOL EMPLOYEES	6/21/24	8		8
100	7200	MAHR PARK	6/21/24	11	6	5
190	3100	SANITATION DEPARTMENT	6/21/24	33	33	
200	1000	UTILITY OFFICE	6/21/24	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	6/21/24	21	21	
210	2000	WASTEWATER TREATMENT	6/21/24	8	8	
210	2001	WASTEWATER COLLECTION	6/21/24	16	16	
210	2002	ENGINEERING & STORMWATER	6/21/24	8	6	2
211	4600	FILTER DEPARTMENT	6/21/24	11	11	
211	4700	WATER DEPARTMENT	6/21/24	19	19	
330	6000	MADISONVILLE SPORTS COMPLEX	6/21/24	2	2	
		Totals		370	327	43

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	120.00	11.00	.00	131.00
100	1400	FINANCE	229.25	3.25	.00	232.50
100	1500	CITY CLERK	158.93	2.50	.00	161.43
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	578.18	16.75	.00	594.93
100	2100	POLICE DEPT-MADISO	3,700.50	375.25	.00	4,075.75
100	2150	POLICE FICA	219.50	5.25	.00	224.75
		Total Police	3,920.00	380.50	.00	4,300.50
100	2300	FIRE DEPT-MADISONV	4,960.00	2,034.00	268.25	7,262.25
100	2350	FIRE FICA/NON HAZA	80.00	.00	.00	80.00
		Total Fire	5,040.00	2,034.00	268.25	7,342.25
100	3300	TRANSPORTATION DEP	1,649.50	16.50	.00	1,666.00
		Total Transportati	1,649.50	16.50	.00	1,666.00
100	5000	CEMETERY DEPARTMEN	160.00	15.00	.00	175.00
		Total Cemetery	160.00	15.00	.00	175.00
100	7000	PARK DEPARTMENT	983.67	44.50	.00	1,028.17
100	7100	POOL EMPLOYEES	96.25	.00	.00	96.25
		Total Park	1,079.92	44.50	.00	1,124.42
190	3100	SANITATION DEPARTM	2,506.25	151.75	.00	2,658.00
		Total Sanitation	2,506.25	151.75	.00	2,658.00
200	1000	UTILITY OFFICE	974.74	19.75	.00	994.49
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,603.75	24.50	.00	1,628.25
		Total Utility Offi	2,578.49	44.25	.00	2,622.74
210	2000	WASTEWATER TREATME	596.29	9.25	.00	605.54
210	2001	WASTEWATER COLLECT	1,186.64	41.50	.00	1,228.14
		Total Wastewater T	1,782.93	50.75	.00	1,833.68
211	4600	FILTER DEPARTMENT	804.95	73.50	.00	878.45
211	4700	WATER DEPARTMENT	1,415.63	39.00	.00	1,454.63
		Total Water	2,220.58	112.50	.00	2,333.08
330	6000	MADISONVILLE SPORT	.00	.00	.00	.00
		Total Sports Comp	.00	.00	.00	.00
		Grand Totals	21,515.85	2,866.50	268.25	24,650.60

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	7,018.50	.00	.00	7,018.50
100	1200	ADMINISTRATION	16,010.15	241.56	.00	16,251.71
100	1400	FINANCE	16,362.50	97.99	.00	16,460.49
100	1500	CITY CLERK	9,648.58	60.00	.00	9,708.58
100	1700	ZONING	4,061.43	.00	.00	4,061.43
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,302.96	.00	.00	1,302.96
		Total Government	54,404.12	399.55	.00	54,803.67
100	2100	POLICE DEPT-MADISO	137,124.75	17,511.52	.00	154,636.27
100	2150	POLICE FICA	4,789.34	184.57	.00	4,973.91
		Total Police	141,914.09	17,696.09	.00	159,610.18
100	2300	FIRE DEPT-MADISONV	114,530.53	49,315.58	7,797.97	171,644.08
100	2350	FIRE FICA/NON HAZA	1,414.40	.00	.00	1,414.40
		Total Fire	115,944.93	49,315.58	7,797.97	173,058.48
100	3300	TRANSPORTATION DEP	32,448.85	445.77	.00	32,894.62
		Total Transportati	32,448.85	445.77	.00	32,894.62
100	5000	CEMETERY DEPARTMEN	4,662.56	365.61	.00	5,028.17
		Total Cemetery	4,662.56	365.61	.00	5,028.17
100	7000	PARK DEPARTMENT	20,506.16	1,016.41	.00	21,522.57
100	7100	POOL EMPLOYEES	974.00	.00	.00	974.00
		Total Park	21,480.16	1,016.41	.00	22,496.57
190	3100	SANITATION DEPARTM	56,304.71	4,495.97	.00	60,800.68
		Total Sanitation	56,304.71	4,495.97	.00	60,800.68
200	1000	UTILITY OFFICE	26,508.81	495.73	.00	27,004.54
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	64,425.04	1,514.37	.00	65,939.41
		Total Utility Offi	90,933.85	2,010.10	.00	92,943.95
210	2000	WASTEWATER TREATME	19,566.46	356.48	.00	19,922.94
210	2001	WASTEWATER COLLECT	29,249.61	1,165.49	.00	30,415.10
		Total Wastewater T	48,816.07	1,521.97	.00	50,338.04
211	4600	FILTER DEPARTMENT	18,330.80	2,387.53	.00	20,718.33
211	4700	WATER DEPARTMENT	33,020.64	1,168.57	.00	34,189.21
		Total Water	51,351.44	3,556.10	.00	54,907.54
330	6000	MADISONVILLE SPORT	5,007.68	.00	.00	5,007.68
		Total Sports Comp	5,007.68	.00	.00	5,007.68
		Grand Totals	623,268.46	80,823.15	7,797.97	711,889.58

ZONING & PERMIT OFFICE

MONTHLY ACTIVITY REPORT

June 2024

BUILDING PERMITS	CONSTRUCTION COST	# PERMITS ISSUED	FEES COLLECTED
Type of Construction			
New Residential/SFD	\$1,355,000	4	\$1,752
Duplex	\$0	0	\$0
Multi-Family	\$0	0	\$0
Residential Addition	\$45,500	5	\$436
Residential Accessory	\$76,200	8	\$416
Residential Alteration	\$5,000	1	\$62
New Commercial	\$3,000	1	\$56
Commercial Addition	\$0	0	\$0
Commercial Accessory	\$701,000	2	\$785
Commercial Alteration	\$34,300	2	\$595
New Industrial	\$0	0	\$0
Industrial Addition	\$0	0	\$0
Industrial Accessory	\$0	0	\$0
Industrial Alteration	\$0	0	\$0
Other	\$0	0	\$0
TOTAL BUILDING PERMITS	\$2,220,000	23	\$4,102

SIGN PERMITS		3	\$325
Name	Location		
First United Methodist Church/Hoard's Sign	200 East Center St		
Brother's BBQ/Hoard's Sign	155 North Main St		
Kroger(Pharmacy)/Cummings Resources	540 Island Ford Rd		

DEMOLITION PERMITS		0	\$0
Name	Location		

MAJOR DEVELOPMENT PLANS		0	N/A
Name	Location		

HVAC PERMITS		4	\$705
Name	Location		
Jerry Winters	129 Strata Ct		
Jerry Winters	65 Greystone Dr		
Jerry Winters	632 West Center St		
Ryan Lewis	1490 Chelsea Dr		

CHANGE OF USE PERMITS		0	\$0
Name	Location		

		# PERMITS ISSUED	FEES COLLECTED
ZONING MAP/TEXT AMENDMENTS		2	*\$250
<i>Name</i>	<i>Location</i>		
City of Madisonville to GI	A C Slaton Rd		
Taylor Franklin to HDR/Duplexes	Corner of HWY 41 & Winding Creek		
ZONING COMPLIANCE REQUESTS		0	\$0
<i>Name</i>	<i>Location</i>		
DIMENSIONAL VARIANCE		1	\$100
<i>Name</i>	<i>Location</i>		
Donald Turner	119 East Noel Ave		
CONDITIONAL USE		0	\$0
<i>Name</i>	<i>Location</i>		
UTILITY REQUESTS		0	\$0
<i>Name</i>	<i>Location</i>		
MISCELLANEOUS/ADDITIONAL FEES		0	\$0
<i>Name</i>	<i>Location</i>		
COA'S (Historic District Commission)		0	N/A
<i>Name</i>	<i>Location</i>		
SPECIAL USE PERMITS (Outside Sales)		0	N/A
<i>Name</i>	<i>Location</i>		
MOBILE FOOD VENDOR PERMIT		3	\$300
<i>Name</i>	<i>Location</i>		
The Thirsty Heifer/Marie Allen & Lori Roll	City & Commercial Properties & City Events		
Cindy Lu's/Cynthia Paulsen	Hopkins County, Commercial & City Properties		
Little Bitty Donuts/Ashley Perdue	City Events, City Park & Mahr Park		
ACTIVITY TOTAL FOR THE MONTH		36	\$5,532

*Fees Waived for Zoning Aamendment # 2024-03_AC Slaton Road_AG to GI --per City of Madisonville.

Prepared by: Bonnie Smith, Zoning Administrative Assistant

CITY OF MADISONVILLE BUILDING PERMIT MONTHLY REPORT

June 2024

Permit #	Issued	Construction Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
7448	6/26/24	732 Wexford Way	Faron & Laura Lynn Brothers	Faron Brothers & Zachary Traylor	Residential Addition	Porch	\$108	\$25,000	731
7449	6/3/24	347 Princeton Road	Cathy Love Kaiser	Matthew Topper	Residential Addition	Front Porch	\$82	\$5,000	398
7450	6/3/24	1241 Nobility Drive	Denise Beach	Triple J Fencing /Justin Jantzi	Residential Accessory	Fence	\$25	\$6,500	0
7451	6/3/24	550 Stagecoach Road	Andrea Davis & Matthew McGillem	Matthew McGillem	Residential Addition	Deck	\$105	\$10,000	686
7452	6/3/24	1665 Sunrise Drive	Issac & Monica Jackson	Legacy Metals	New Residential	Single Family Dwelling	\$615	\$355,000	6128
7453	6/5/24	1004 Bean Cemetery Road	Cameron & Angelic Crook	Cameron Crook	Residential Accessory	Detached Garage/Storage	\$72	\$400	0
7454	6/4/24	1490 Chelsa Drive	Burger King	Koorsen Fire and Securitiv	Commercial Alteration	Exhaust Hood	\$300	\$9,300	0
7455	6/10/24	231 Meadowlark Lane	Danny Hopper	Dickie Pendley	New Residential	Single Family Dwelling	\$293	\$165,000	4200
7456	6/10/24	225 East McLaughlin Avenue	Rhonda Skaggs	Cavanaugh Pool, Spa & Patios/Chris	Residential Accessory	Above Ground Pool	\$50	\$21,500	351
7457	6/12/24	201 Meadowlark Drive	Lawrence Swingler	Handyman Home Svcs/Don Rogers	Residential Addition	Front Porch & Deck	\$75	\$2,000	312
7458	6/12/24	3025 Buffalo Trace	Jake & Katherine Wvatt	Jake Wyatt	Residential Accessory	Deck	\$50	\$1,000	73.5
7459	6/12/24	131 East Broadway	BR Home Rentals, LLC	BR Home Rentals, LLC/Taylor Lacheta	Residential Alteration	Bathroom	\$62	\$5,000	146
7460	6/17/24	69 Londonderry Street	Eddie & Laura Flemming	West Kentucky Yard Barns	Residential Accessory	Storage Building	\$50	\$5,500	392
7461	6/17/24	521 Brown Lane	Morton & Carolyn Whitmer	Jamie Arellona /J O Construction	Residential Addition	Deck with ADA Ramp	\$66	\$3,500	200
7462	6/18/24	4515 Hanson Road MNHHS	Hopkins County School Board	Toadvine	Commercial Alteration	High School Bleacher	\$295	\$25,000	0

CITY OF MADISONVILLE BUILDING PERMIT MONTHLY REPORT

June 2024

Permit #	Issued	Construction Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
7463	6/26/24	1872 Lakeview Drive	Erin Crews	Cavanaugh Pool, Spa & Patio/Chris	Residential Accessory	Above Ground Pool	\$50	\$15,000	1171
7464	6/21/24	714 Brown Road	Immanuel Baptist Church of Hopkins	Jantz Builders /Eric Jantz	Commercial Accessory	Pavilion	\$127	\$14,000	960
7465	6/24/24	941 Arrowhead Drive	Nicholas & Shelly Cook	Cavanaugh Pools /Chris Cavanaugh	Residential Accessory	Above Ground Pool & Deck	\$69	\$18,500	0
7466	6/24/24	111 Lomond Drive	Joseph Keelin & Myleah Martin	Cavanaugh Pools /Chris Cavanaugh	Residential Accessory	Above Ground Pool	\$50	\$7,800	0
7467	6/24/24	785 University Circle	James & Sammantha Chamberlain	Downey Professional Construction/Brian	New Residential	Single Family Dwelling	\$529	\$675,000	5045
7468	6/24/24	1307 Nobility Drive	Chester Pleasant	Pleasant Construction /Chester Pleasant	New Residential	Single Family Dwelling	\$315	\$160,000	2238
7469	6/26/24	150 YMCA Drive	Hopkins County YMCA	Ashlee Ulland/Taylor White	Commercial Accessory	Swimming Pool	\$658	\$687,000	5275
7470	6/27/24	410 East Arch Street	Jessica Blue	Jessica Blue	New Commercial	Snow Cone Shop	\$56	\$3,000	80
Totals					23		\$4,102		\$2,220,000

START-DT NAMEDBA

6/27/24 JEFF DOLL
LOUISVILLE 8206 HALSTON COURT APT 1 KY 40222

6/01/24 WILLIAM K. SPITLER DBA S & B TILE CONTRACTORS, INC.
WINDER 707 HIGHWAY 211 NW GA 30680

6/01/24 ECOATM, INC.
SAN DIEGO 10121 BARNES CANYON RD CA 92121

6/01/24 BENJAMIN FIRKUS CREW2 INC.
MINNEAPOLIS 2650 MINNEHAHA AVE MN 55406

6/28/24 JUSTIN WALLER-CEO ARTIC VIPETE LLC
HENDERSONVILLE 1012 GLENBROOK WAY # 1068 TN 37075

6/28/24 JESSICA WELLS EVERYTHING GLOWS LLC
MOUNT WASHINGTON 1126 HOAGLAND HILL RD KY 40047

6/03/24 DANIEL M. TOPPER MATT TOPPER MASONRY
SANTA CLAUS 222 S TINSEL CIR E IN 47479

6/17/24 FRANK ALEX MAERZ FRANK & CANDACE HOMEMADE ICE CREAM
MADISONVILLE 125 CROWLEY LN KY 42431

6/05/24 RYAN CLEMONS CLEMONS HOUSEHOLD SOLUTIONS
MADISONVILLE 3055 BUFFALO TRACE KY 42431

6/09/24 DOUGLAS W ROBERTS DWR AQUATICS, INC.
VONORE 166 WALNUT GROVE ROAD TN 27885

6/07/24 ZACK SKIMEHORN SKIMEHORN TREE SERVICE
DAWSON SPRINGS 515 PARK AVE KY 42408

6/07/24 STEVEN PLEASANT SRP FLOORING & CONSTRUCTION
MADISONVILLE 631 PRICE AVE KY 42431

6/10/24 SHELLIE CHEIRS BUILD YOUR BLOOM
MADISONVILLE 276 LAMB RD WAREHOUSE 2 KY 42431

6/07/24 HARRY SUMMERS HGIS ENGINEERING, INC.
ANNISTON 1121 NOBLE ST AL 36201

6/01/24 BNG HEATING & COOLING, INC.
BOONVILLE 1425 N ROCKPORT RD IN 47601

6/13/24 KEASHA CARTER KAYS KRAFT
MADISONVILLE 599 BAILEY DR KY 42431

6/14/24 JACOB E. OWENS VANTAGE WORKS , LLC
MADISONVILLE 746 WEST NOEL KY 42431

6/14/24 SELENA LOPEZ MORENO TAQUERIA LOS AMIGOS LLC
SEBREE 129 W WASHINGTON ST KY 42455

START-DT NAMEDBA

6/22/24	CYNTHIA PAULSEN MADISONVILLE 232 UNITY RD KY 42431	CINDY LU'S
6/01/24	JESSICA OSBORNE MADISONVILLE 363 RENFRO DR KY 42431	DESIGNING DUO LLC
6/20/24	LESLIE GILL MADISONVILLE 251 WINDY HILL RD KY 42431	ALLIE ACORN LLC
6/24/24	BRAD BROWN MADISONVILLE 2510 BARNSLEY LOOP KY 42431	THIRD DAY FARMS
6/27/24	DUSTIN HOBGOOD DAWSON SPRINGS 585 FERGUSTONTOWN KY 43408	REDS TRAILER RENTALS
6/17/24	RACHEL MIRANDA LOUISVILLE 316 E KENTUCKY ST KY 40203	RHINO INTERIORS LLC
6/01/24	OASIS OF MADISONVILLE, LLC MADISONVILLE 540 POWELL DR KY 42431	
6/30/24	NORTHERN KENTUCKY UNIVERSITY NEWPORT 5320 CAMPUS DR AC613 KY 41099	

**CITY OF MADISONVILLE
RESOLUTION R-2024-19**

**RESOLUTION OF THE CITY OF MADISONVILLE, KENTUCKY AUTHORIZING THE
MAYOR OR DESIGNEE TO ENTER INTO A LEASE/PURCHASE AGREEMENT**

WHEREAS, the governing body of the City of Madisonville, Kentucky has agreed to enter into a Lease/Purchase Agreement with Tymco, Inc., for the purchase of a Tymco Street Sweeper;

WHEREAS, the lease term is for 2 years and is for the amount of \$202,593.68.

NOW, THEREFORE, BE IT RESOLVED on this 1st day of July, 2024 by the City of Madisonville, Kentucky that the Mayor or his designee may enter into a lease/purchase agreement with Tymco, Inc., for the purchase of a Tymco Street Sweeper.



June 21st, 2024

Mr. Lincoln Fugal, Public Works Superintendent
City of Madisonville
67 N. Main St.
Madisonville, KY 42431

RE: Municipal Lease/Purchase of a new TYMCO Model 600BAH street sweeper

Dear Aaron:

Enclosed you will find the lease/purchase documents for the above described TYMCO Model 600BAH street sweeper that the City is purchasing from our dealer, Stringfellow, Inc. We are glad to be able to provide the financing and hope the experience is a positive one. The following is a list of the enclosed documentation:

1. Lease/Purchase Agreement - pages 1-7
2. Exhibit A - Municipal Certificate
3. Exhibit B - Legal Opinion
4. Exhibit C - Payment Schedule
5. Amortization Schedule - Supplement to Exhibit C
6. Exhibit D - Acceptance Agreement
7. Security Agreement
8. Sample Certificate of Insurance
9. Tax Form 8038-G to be filed with the IRS
10. TYMCO Invoice – for the down payment of \$150,000.00 due on or before delivery, payable to TYMCO Inc.

Upon review by your legal counsel, please have the following documents executed by the appropriate authorities:

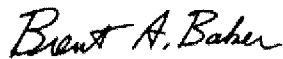
1. Lease/purchase document – page 7
2. Municipal Certificate - Exhibit A, pages 1 & 2
3. Legal Counsel Opinion - Exhibit B, page 1
4. Payment Schedule - Exhibit C, page 2
5. Certificate of Acceptance – Exhibit D – page 1
6. IRS Form 8038G – bottom of page
7. Security Agreement – bottom of page

After reviewing, please have all the above executed and overnight to TYMCO, my attention. You may have your insurance carrier email or fax (254-799-2722) the Certificate of Insurance to us. TYMCO, Inc. should be listed as both the ***Additional Insured*** and ***Loss Payee*** with replacement value set at the full cost (\$352,593.68) of the equipment on the Certificate. Please be sure to include the Certificate of Insurance with the lease documents. The down payment (made out to TYMCO Inc.) needs to be sent Fed-Ex or UPS overnight directly to TYMCO. Our physical address is: 225 E. Industrial Blvd, Waco, TX 76705. We must have the signed lease documents, first payment and Certificate of Insurance in place prior to or upon delivery of the equipment.

Upon receipt of the lease, we will sign off on it and send you a copy for your records. Should you have any questions, please feel free to contact me via email or phone 1-800-258-9626.

Thank you very much – we greatly appreciate your business.

Sincerely,
TYMCO, Inc.



Brent A. Baker
Administrator/Property Manager

Enclosures



Commercial Invoice

INVOICE NO: 20240619
DATE: 06-19-2024

To: City of Madisonville
Attn: Mr. Lincoln Fugal, PW Superintendent
67 N. Main St.
Madisonville, KY 42431

Ship To:
Same

SALESPERSON	CUSTOMER P.O.#	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
BAB					On or prior to delivery

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Down Payment for one TYMCO Model 600BAH REGENERATIVE AIR street sweeper purchased by the City from our dealer, Stringfellow, Inc. TYMCO, Inc. is providing the financing for 2 years, annual payments, In arrears @ 4.55% apr. MAKE CHECK PAYABLE TO: TYMCO, Inc. P.O. Box 2368, Waco, TX 76703		\$150,000.00
Sales Tax			
TOTAL DUE IN US CURRENCY			\$150,000.00

Make all checks payable to: **TYMCO Inc., P.O. Box 2368, Waco, TX 76703**
If you have any questions concerning this invoice, call: Brent A. Baker, 254-799-5546

THANK YOU FOR YOUR BUSINESS!

Customer No. 740300
Agreement No. 20240619
Dealer No. 1321000

LEASE/PURCHASE AGREEMENT

TYMCO, INC.
TAX-EXEMPT FINANCING

LESSEE
City of Madisonville
67 N. Main St.
Madisonville, KY 42431
270-824-2100

LESSOR
TYMCO, Inc.
225 E. Industrial Blvd.
P. O. Box 2368
Waco, TX 76703-2368
254-799-5546

Federal Tax ID #61-6001864

Federal Tax ID# 74-1693738

DESCRIPTION OF EQUIPMENT

Quantity	(Type, Model and Serial Number)	Unit Price	Amount
1	TYMCO Model 600BAH Regenerative Air Street Sweeper Sweeper Serial No. 202412SNT688105BAH Truck Serial No. 3ALACXFC2RDUZ9026 Sales Tax (if any) Finance Amount:	Less: Down Pmt.	\$352,593.68 <u>- 150,000.00</u> \$202,593.68

Type of Entity (County, City, School District, etc.): City

Full Lease Term	Rent Payable	Annual Percentage Rate	Rental Payment Schedule	
2 Year after commencement date.	Advance XX Arrears Monthly Quarterly Semi-Annually XX Annually	APR: 4.55%	Advance Payments 0 @ \$	Remaining Payments 2 @ \$108,261.61

EQUIPMENT LEASE/PURCHASE AGREEMENT

In consideration of the mutual covenants hereinafter contained, the parties agree that Lessee shall lease from the Lessor the property described above (the "Equipment"), subject to the terms and conditions set forth herein. The agreement is made upon the following terms and conditions:

1. **RENTAL.** Lessor and Lessee understand and intend that the obligation of Lessee to pay rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. Lessee shall pay rent exclusively from legally available funds, in the amounts set forth both above and on the rent due dates set forth in the Schedule of Payments (Exhibit C) attached to the Certificate of Acceptance (Exhibit D), executed by Lessee, by mailing the same to Lessor at the address specified in Section 14(a). For purposes of making computations under applicable regulations and rulings under federal income tax law, and as set forth in the Schedule of Payments, a portion of each rent payment is paid as, and represents payment of, interest, and the balance of each rent payment is paid as, and represents payment of, principal. Each year's rental payment is for the consideration actually furnished that year and each rental payment is supported by the use of the equipment in each year. The obligation of Lessee to make payment of rent, and to perform and observe the agreements contained in the Agreement, shall be absolute and unconditional in all events,

except as expressly provided herein. Notwithstanding any dispute between Lessee, Lessor, and any other person, Lessee shall make all rent payments when due and shall not withhold any rent payments pending final resolution of such dispute, nor shall Lessee assert any right of set off or counterclaim against its obligation to make such payments required under this Agreement, Lessee's obligation to pay rent shall not be abated through accident or unforeseen circumstances.

2. LEASE TERM. (a) Commencement of Lease Term. The lease terms shall commence on the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance (the Commencement Date), and shall terminate on the last business day of Lessee's then current fiscal budget period (such period being hereinafter referred to as the "Original Term"): provided, however, that this Agreement shall be effective from and after the date of execution hereof.

(b) Renewal of Lease Term. Upon expiration of the Original Term, this Lease shall automatically renew on a year-to-year basis for the number of budget periods necessary to comprise the Full Lease Term as set forth in Exhibit C attached hereto and made a part hereof, unless Lessee gives written notice to Lessor not less than 90 days prior to the end of the then current term pursuant to subpart (e) of this section or Section 10, as the case may be. Each renewal period is hereinafter referred to as a "Renewal Term", and all Renewal Terms, together with the Original Term, shall comprise the "Full Lease Term". The terms applicable to any Renewal Term shall be the same as the terms applicable to the Original Term, except that the rent shall be as provided in the Schedule of Payments in Exhibit C.

(c) Termination of Lease Term. The Lease Term will terminate upon the earliest to occur of any of the following events: (1) the expiration of the Original Term or any Renewal Term and the non renewal thereof in accordance with the terms hereof; (2) the purchase of the Equipment by Lessee pursuant to Section 8 or 10; (3) a default by Lessee or Lessor's election to terminate this Agreement under Section 12; or (4) the payment by Lessee of all rentals authorized or required to be paid by Lessee hereunder.

(d) Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of subpart (e) of this section, to continue the Lease Term through the Original Term and all Renewal Terms for the Full Lease Term and to pay the rent hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all rent for the Full Lease Term can be obtained. Lessee further intends and covenants to do all things lawfully within its power to obtain and maintain funds from which the rent may be paid, including making provision for such rent to the extent necessary in each budget submitted and adopted in accordance with law, to use its bona fide best efforts to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

(e) Non-appropriation. In the event sufficient funds are not appropriated for the payment of the rent required to be paid in the next succeeding Renewal Term, and Lessee has no funds legally available for rent from other sources, then Lessee may terminate this Agreement at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rent beyond the then current term except for any deferred interest that may have accrued for the then current period and is considered part of the next rental payment. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current term. If this Agreement is terminated under this sub-part, Lessee agrees, at Lessee's cost and expense, peaceably to delivery the Equipment to Lessor. In addition, Lessee agrees, at Lessee's cost and expense, to incur the necessary costs and expenses to bring the returned sweeper and truck chassis up to factory remarketing standards. To the extent lawful, Lessee covenants that it will not, until the date on which the next succeeding Renewal Term would have ended, expend or commit any funds for the purchase or use of equipment to be used for the same purpose as, or a purpose functionally equivalent to, the Equipment. Notwithstanding anything in this Agreement to the contrary, the provisions of this sub-part shall survive termination of this Agreement.

3. REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is an entity described in Section 103(a) of the Internal Revenue Code of 1986, as amended; and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such an entity. (b) Based upon the representations, covenants and warranties of Lessor, the execution and delivery of this Agreement by Lessee and performance of this obligations hereunder is not prohibited by the constitution and laws of the state specified on the Certificate of Acceptance (the "State"), and has been duly authorized by resolution of the governing body of Lessee (a certified copy of which shall be attached to the opinion of Lessee's counsel); and Lessee has obtained such other approvals as are necessary to consummate this Agreement. All requirements have been met, and procedures have

occurred, necessary to ensure the enforceability of this Agreement against Lessee, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. (c) Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the foreseeable future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity. (d) Lessee will annually, upon request, provide Lessor with a letter from the City's accountant stating that funds have been appropriated in the City's annual budget to continue this lease for the next renewal term. (e) The Equipment is, and shall remain, personal property and when subject to use by Lessee under this Agreement will not be or become fixtures.

The Lessee further warrants that this lease will not constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code in that Lessee will not sublease the Equipment, nor will Lessee enter any management, output, or similar types of contracts where more than 10 percent of the proceeds of the lease purchase agreement will be used for one or more private business uses or where the payment of the principal of, or interest on, more than 10 percent of the proceeds of this Lease will be made, either directly or indirectly by payments, property, or monies borrowed by private business users. (The term "private business use" means any direct or indirect use in a trade or business carried on by an individual or entity other than a state or local governmental unit, including use by the Federal Government or any agency thereof. A special exemption is provided for "exempt facility bonds and 501(C) (3) "tax exempt organization bonds".

4. TITLE TO EQUIPMENT; SECURITY INTEREST. During the Full Lease Term, the Lessee shall be listed as the Owner on the Equipment Title with Lessor listed as 1st Lienholder. Upon exercise by Lessee of the purchase option granted in Section 10 of this Lease, Lessor shall deliver to Lessee by appropriate documents the title to the Equipment, free and clear of all liens and encumbrances. In the event of a default as set forth in Section 12 or non appropriation as set forth in Section 2(e), Lessee will surrender possession of the Equipment to Lessor as required by Section 2(e) and release all claim or right to said Equipment accordingly.

To secure the prompt payment and performance as and when due of all of Lessee's obligations hereunder, and all other obligations of Lessee to Lessor, both now in existence and hereafter created, Lessee hereby grants to Lessor a first security interest in the Equipment, and all replacements, substitutions and alternatives therefore and thereof and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessee may not dispose of any of the Equipment without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute part of the Equipment.

5. USE AND MAINTENANCE. Lessee shall use the Equipment in a manner consistent with the requirements of all applicable insurance policies, and will not change the location of any Equipment as specified in the Acceptance Certificate without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach the Equipment to any other item of equipment in such a manner that the Equipment may be deemed to have become an accession to or a part of such other item of equipment. Lessee, at its own expense, will maintain the Equipment in as good operating condition as when delivered to Lessee hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will make all repairs reasonable necessary for such purpose. In addition, if any component of the equipment shall become damaged beyond repair, Lessee at its own expense, will within a reasonable time replace such component, with replacement components which are free and clear of all liens or right of other and have a value and utility at lease equal to the components replaced. All components which are attached to the Equipment which are essential to the operation of the Equipment or which cannot be detached from the Equipment without materially interfering with the operation of the Equipment or adversely affecting the value and utility which the Equipment would have had without the addition thereof, shall immediately be deemed incorporated in the Equipment and subject to the terms hereof as if originally leased hereunder, and subject to the security interest of Lessor in the Equipment. Lessee shall not make any material alterations to the Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Upon reasonable advance notice, Lessor shall have the right to inspect the Equipment and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

6. FEES; TAXES; OTHER GOVERNMENTAL AND UTILITY CHARGES. Lessee agrees to indemnify Lessor against all titling, recordation, documentary stamp and other fees, arising at any time prior to or during the Lease Term,

upon or relating to the Equipment or this Agreement. The parties contemplate that the Equipment will be used for a governmental purpose of Lessee and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay as they come due all taxes and governmental charges of any kind that may be assessed or levied against the Equipment, as well as all utility and other charges incurred in the operation, maintenance and use of the Equipment.

7. **INSURANCE.** At its own expense, Lessee shall keep the Equipment covered against loss due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the Full Insurable Value of the Equipment; and Lessee shall also carry automobile insurance, including bodily injury liability and property damage liability with a single limit of not less than \$1,000,000 per occurrence, or such greater or lesser amount as Lessor may from time to time require on notice to Lessee. As used herein, "Full Insurable Value" means the full replacement value of the Equipment or the then applicable Purchase Price designated as such on the Schedule of Payments, whichever is greater. All insurance shall be in form and amount and with companies reasonably satisfactory to Lessor. All insurance for loss or damage shall provide that losses shall be payable to Lessor and Lessee, as their interests may appear, and Lessee shall utilize its best efforts to have all checks to such losses delivered to Lessor. Lessor shall be named as an additional insured with respect to such liability insurance. Lessee shall pay the premiums and deliver to Lessor evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement furnished to Lessor, that (a) it will give Lessor 30 days prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy. If Lessee insures similar properties against casualty loss by self-insurance, Lessee may satisfy its obligations with respect to casualty insurance hereunder by providing self-insurance with respect to the Full Insurable Value of the Equipment by means of an adequate insurance fund. Lessee shall carry workmen's compensation insurance covering all employees working on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, or near or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8. As used herein "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorney's fees) incurred in the collection of such claim or award.

If Lessee is a governmental entity and does not maintain liability insurance as described above, Lessee agrees that it will maintain a program of self insurance, either alone, or in cooperation with other governmental entities, that provides coverage to Lessee in the form and amount stated above, but in any event, not less than the maximum exposure to Lessee under any applicable governmental immunity rule, regulation, statute or law. Lessee shall deliver to Lessor evidence satisfactory to Lessor of such self-insurance coverage.

8. **DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS.** If prior to the termination of the Lease Term (a) the Equipment is damaged in whole or in part by casualty; or (b) title to, or the temporary use of, the Equipment or the estate of Lessee or Lessor in the Equipment shall be taken under the exercise of the power of eminent domain by any governmental body or by any person acting under governmental authority; Lessee and Lessor will cause the Net Proceeds of any insurance claims or condemnation award to be applied to Lessee's obligations by this section. If the Equipment is not deemed to be a total loss, Lessee shall, at its expense (after the application of the Net Proceeds of any insurance claims or condemnation award), cause the repair or replacement of the Equipment. In the event of total destruction of the Equipment, Lessee shall pay to Lessor on the next rent due date (as set forth on the Schedule of Payments) which succeeds the date of such loss, an amount equal to the purchase price of the equipment less the total amount of all rents which represented equity in the equipment previously paid under this Agreement, plus rent due on such date, plus any other amounts then payable by Lessee hereunder. Upon such payment, the Lease Term shall terminate, any security interest of Lessor in the Equipment shall terminate, and Lessee will acquire unencumbered title to the Equipment as provided in Section 10. If Lessee is not then in default hereunder, any portion of the Net Proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in this Section shall be for the account of the Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations as set forth in this Section, Lessee shall make such payments to the extent of any deficiency.

9. **WARRANTY.** Products and parts manufactured by TYMCO, INC. and all services performed by TYMCO, INC., are subject to the applicable Warranty currently published by TYMCO, INC., which Warranty is, by this reference, incorporated herein. Copies of said Warranty may be obtained from any office of TYMCO, INC., or from any authorized TYMCO, INC. dealer. LESSOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED REGARDING THE CAPACITY OF THE REQUIREMENT OR THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, REGULATION OR SPECIFICATION OR THAT THE EQUIPMENT WILL BE FIT FOR ANY PARTICULAR PURPOSE.

10. **PURCHASE OF EQUIPMENT BY LESSEE.** The Lessee will have an option to purchase and can exercise that option to acquire title free and clear of all liens, and this Agreement will terminate provided Lessee is not then in default upon the occurrence of either of the following events: (a) the end of the Full Lease Term, upon payment in full of all rent and other amounts payable by Lessee hereunder for the Full Lease Term; or (b) at the end of the Original Term or any Renewal Term, or any month within such Original Term or any Renewal Term, as set forth in the column entitled "Principal Balance" within Exhibit C incorporated herein by this reference, upon payment by Lessee of the then applicable Purchase Price plus all other sums then due by Lessee hereunder.

11. **ASSIGNMENT: INDEMNIFICATION.** (a) Assignment. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned, sublet or encumbered by Lessee without prior written consent of Lessor. This Agreement, and the obligations of Lessee to pay rent hereunder, may be assigned and reassigned in whole or in part to one or more assignees by Lessor subject to their terms of this Lease/Purchase Agreement at any time without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice, Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense or set off (whether arising from a breach of the Agreement or otherwise) that Lessee may have against Lessor's assignees. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment and in this Agreement.

(b) Lessee agrees to indemnify and hold harmless Lessor for any damage or injury of any kind, arising out of the negligence or actionable conduct of Lessee, its employees, agents, representatives or contractors, or any person or entity alleged to be an employee, agent, representative or contractor of Lessee.

12. **EVENTS OF DEFAULT AND REMEDIES.** (a) Events of Default. The following shall be "events of default" under this agreement and the term "default" shall mean any one or more of the following events: (1) failure by Lessee to pay any rent or other payment required to be paid hereunder at the time specified herein; or (2) failure by Lessee to observe and perform any other agreement on its part to be observed in such time prior to its expiration; (3) any statement contained herein or furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time that it was made; or (4) the filing by Lessee of any petition or answer seeking reorganization, arrangement composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency, or other similar insolvency or other similar laws shall be filed and not withdrawn or dismissed within 60 days thereafter.

(b) Remedies on Default. Whenever any event of default shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies: (1) with or without terminating this Agreement, retake possession of the Equipment and dispose of the Equipment for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations hereunder, holding Lessee liable for the excess (if any) of (i) the rent payable to Lessee hereunder to the end of the Original Term or then current Renewal Term, whichever is applicable, and any other amounts then payable by Lessee hereunder, including but not limited to attorney's fees, expenses and costs of repossession, over (ii) the net proceeds received in connection with the disposition of the Equipment; provided that the excess of the amounts referred to in clause (ii) over the then applicable Purchase Price and amounts referred to in clause (i) shall be paid to Lessor; (2) require Lessee at Lessee's risk and expense promptly to return the Equipment in the manner and in the condition set forth in Sections 2(e) and 5; (3) if Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8; and (4) exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement as to any or all of the Equipment. Nothing contained herein shall be construed to provide any remedy of acceleration of the rental payments. In addition, Lessee will remain liable for all legal fees and

other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

(c) No Remedy Exclusive. No remedy available to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right accruing upon any default shall impair any such right or shall be construed to be a waiver thereof, but any such right might be exercised from time to time and as often as may be deemed expedient.

13. TAX ASSUMPTION; COVENANTS. The parties assume that Lessor can exclude from Federal gross income the interest portion of each Lease Payment set forth in the amortization schedule under the column captioned "Interest Paid".

Lessee covenants that it will (i) register this Lease and transfers thereof in accordance with Section 149 (a) of the Code and the regulations thereunder, (ii) timely file a statement with respect to this Lease in the required form in accordance with Section 149(e) of the Code, (iii) not permit the property financed by this Lease to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code, (iv) not take any action which results, directly or indirectly, in the interest portion of any Lease Payment not being excludable from Federal gross income pursuant to Section 103 of the Code and will take any reasonable action necessary to prevent such result, and (v) not take any action which results in this Lease becoming, and will take any reasonable action to prevent this Lease from becoming (a) an arbitrage obligation within the meaning of Section 148 of the Code or (b) federally guaranteed within the meaning of Section 149 of the Code.

Lessee represents that in accordance with the above, it will report this Lease to the Internal Revenue Service by filing form 8038-G or 8038-GC, whichever is appropriate. Lessee understands that failure to do so will cause the Lease to lose its tax exempt status. Therefore, Lessee agrees that if it fails to file the appropriate form, the interest rate set forth in the payment schedule will be adjusted to an equivalent taxable interest rate. Notwithstanding the earlier termination or expiration of this Lease, the obligations provided for in this Section 13 shall survive such earlier termination or expiration.

14. MISCELLANEOUS. (a) Notices. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, sent by certified mail, return receipts requested, addressed to the other party at its respective address stated on the first page of this Agreement or at such other address as such party shall from time to time designate in writing to the other party; shall be effective from the date of mailing.

(b) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

(c) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the County of McLennan, State of Texas.

(d) Entire Agreement Severability. This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings not specified herein regarding this Agreement or the Equipment leased hereunder. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(e) Lessor's Right to Perform for Lessee. If Lessee fails to perform or comply with any of its agreements contained herein, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out of pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such Agreement, together with interest thereon at the rate of twelve percent (12%) per annum (or such lesser amount as may be permitted by law), shall be payable by Lessee upon demand.

IN WITNESS WHEREOF, Lessee has caused this Lease to be duly executed under seal.

LESSEE: City of Madisonville, KY

By: _____ (SEAL)

Complete all blank lines to this point before submitting to Lessor

Accepted this _____ day of _____, 2024.

LESSOR: TYMCO, Inc.

By: _____ (SEAL)

225 E. Industrial Blvd.
Waco, Texas 76705

LESSOR: TYMCO, Inc. • P.O. Box 2368 • Waco, TX 76703

Agreement No. 20240619

LESSEE: City of Madisonville • 67 N. Main St. • Madisonville, KY 42431

EXHIBIT A MUNICIPAL CERTIFICATE

I, the undersigned, the duly appointed, qualified and acting _____ (Clerk or Secretary) of the above captioned Lessee do hereby certify this _____ day of _____, _____ that Lessee is a public body corporate and politic duly organized and existing under the Constitution and laws of the State of Kentucky with full power and authority to enter into, be bound by and perform its obligations under the above captioned equipment lease/purchase agreement (the "Agreement").

I further certify that the Lessee did, at a _____ (regular or special) meeting of the governing body of the Lessee held _____, _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution of the Agreement by the following named representative of the Lessee, to wit:

Name	Title	Signature
I further certify that the above named representative of the Lessee had at the time of such authorization and has at the present full and complete authority to execute the Agreement and that I have full and complete authority to attest the execution of the Agreement by such representative of the Lessee.		
I further certify that the meeting of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by a majority of the members thereof and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.		
I further certify that the Lessor has fully and satisfactorily performed all of its covenants and obligations under the Agreement.		
I further certify that the Equipment will perform an essential use and public function which the Lessee, its agencies and departments are authorized by law to perform.		
I further certify that all insurance required in accordance with the Agreement has been secured by the Lessee and the required coverage will be maintained throughout the term of the Agreement and the renewal, if any, thereof.		
I further certify that any notice or demand to be given the Lessee may be given to the Lessee at the above referenced address of the Lessee.		
I further certify that the date of this Municipal Certificate shall constitute the Commencement Date of the Agreement in accordance with Section 2 of the Agreement.		
I further certify that pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986(the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, Issuer hereby represents that the Issuer will not designate		

more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations".

I further certify that in compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipated not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code other than "private activity bonds" as defined in Section 141 of the Code in an amount greater than \$10,000,000.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of the Lessee the day and year first above written.

By: _____

(Printed or typewritten name)

(SEAL)

(If no seal, initial here: _____)

Subscribed to and sworn before me this _____ day of _____, _____.

Notary Public

My commission expires _____.

EXHIBIT B
LEGAL COUNSEL OPINION

Date: June 21st, 2024

TYMCO, Inc.
P.O. Box 2368
Waco, TX 76703

RE: Municipal lease/purchase of one (1) TYMCO Model 600BAH street sweeper

Gentlemen:

As legal counsel to the City of Madisonville, (the "Buyer"), I have examined (1) an executed counterpart of a certain Equipment Lease/Purchase Agreement (the "Agreement") dated _____, 2024, by and between , TYMCO, Inc., as Seller, and the Buyer, which, inter alia, provides for the sale to and purchase by the Buyer of certain property (the "Property"), (2) an executed counterpart of Resolution No. _____ dated , _____, _____, of the Buyer which, inter alia, authorizes the Buyer to execute the Agreement and (3) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based upon the foregoing, it is my opinion that:

- (1) The Buyer is a municipal corporation, duly organized and existing under the laws of the State of Kentucky, with the requisite power and authority to incur obligations the interest on which are exempt from taxation by virtue of Section 103 of the Internal Revenue Code of 1986, as amended, to purchase the Property and to execute, deliver and perform its obligations under the Agreement;
- (2) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of the Buyer and the Agreement is a valid and binding obligation of the Buyer enforceable in accordance with its terms;
- (3) The authorization, approval and execution of the Agreement and all other proceedings of the Buyer relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws;
- (4) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of the Seller or its assigns, as the case may be, in the Property.

Respectfully submitted,

By: _____

EXHIBIT C
SCHEDULE OF PAYMENTS

Date: June 21, 2024

Agreement No.20240619

THIS SCHEDULE is issued pursuant to the Equipment Lease/Purchase Agreement dated as of _____, (the "Agreement") between the parties to the Agreement to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

- A. Payments. The payments required under the Agreement for the Equipment designated on this Schedule are \$202,593.68 beginning later of delivery or March 1, 2025 , and continuing the 1st day of each March, annually, thereafter for the duration of the lease term (the "Agreement Payment Period"). The payments required under this Schedule are made up of the total finance amount to the City of Madisonville of \$202,593.68 plus \$150,000.00 down payment and deferred interest charges to maturity of \$13,929.54 for a total Agreement price of \$366,523.22.
- B. Deferred interest to maturity. Deferred interest charges to maturity as set forth herein consist of services and other charges, plus interest at the annual rate of 4.55% on the sum of the aforementioned service charges and other charges and the Equipment purchase price.
- C. Late payments. There will be a charge of 1.00% per month based on the amount of any late payments from the due date thereof until paid.
- D. Fiscal year. The fiscal year of the undersigned Lessee is from July 1st to June 30th.
- E. Prepayment and purchase schedule. The purchase price as provided in the Agreement is as follows (to be prorated for dates not specified).

Period	The Purchase Price Amount as of End of that Period is:
Original Term: 07/01/24 through 06/30/25	\$103,550.08
Renewal term 1 07/01/25 through 06/30/26	00.00
Renewal term 2	
Renewal term 3	
Renewal term 4	
Renewal term 5	00.00

- F. Insurance. The Lessee hereby confirms that it has obtained the insurance coverage required by Section 7 of the Agreement and it covenants and agrees that such coverage shall be maintained in accordance with the terms and conditions of the Agreement.

G. Equipment description. The Equipment subject to the Agreement is as follows:

Quantity	Description/Serial No.	Finance Amount
One (1)	TYMCO Model 600BAH REGENERATIVE AIR STREET SWEEPER Sweeper Serial #202412SNT688105BAH Truck VIN 3ALACXFC2RDUZ9026	\$202,593.68

THE TERMS GOVERNING THIS SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULL HEREIN.

The Agreement shall not be effective unless this Schedule is signed by Lessee and received by TYMCO, Inc. within thirty (30) days of the date first above stated. In addition, TYMCO, Inc. shall not be bound by the Agreement until this Schedule is executed by an authorized officer of TYMCO, Inc.

Lessee: City of Madisonville, KY

Lessor: TYMCO, Inc.

By: _____

By:

Name: _____

Name: Kenneth J. Young

Title: _____

Title: President

Date: _____

Date:

City of Madisonville, KY
Annual, Arrears, 4.55% apr

Supplement to Ex. C
Municipal Lease/Purchase

Note#20240619
Cust.#740300

Date	Pmt No.	Beg Bal	Int.#8062	Prin.#1200	P & I	End Bal
6/30/2024	Down Pmt	\$352,593.68	\$0.00	\$150,000.00	\$150,000.00	\$202,593.68
On Delivery	1	\$202,593.68	\$9,218.01	\$99,043.60	\$108,261.61	\$103,550.08
03/01/26	3	\$103,550.08	\$4,711.53	\$103,550.08	\$108,261.61	\$0.00
TOTALS:			\$13,929.54	\$352,593.68	\$366,523.22	

EXHIBIT D
CERTIFICATE OF ACCEPTANCE

TYMCO, Inc.
P.O. Box 2368
Waco, TX 76703

Agreement #20240619

Gentlemen:

In accordance with the terms of the Equipment Lease/Purchase Agreement dated _____, (the "Lease") between TYMCO, Inc. ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to and agrees with Lessor as follows:

1. The Equipment, as such term is defined in the Lease, has been delivered, installed, and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Lease, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

LESSEE: City of Madisonville, KY

By: _____

Title: _____

Date: _____

Sweeper Model : TYMCO Model 600BAH street sweeper

Sweeper Serial No.: 202412SNT88105BAH

Truck Serial No.: 3ALACXFC2RDUZ9026

Lessee Physical Location: 67 N. Main St., Madisonville, KY 42431

Lessee' s Location Phone No.: 270-824-2100

EQUIPMENT SECURITY AGREEMENT

Date: 06-20-24

Name: City of Madisonville Street Address: 67 N. Main St.

City: Madisonville County: Hopkins State: Kentucky hereinafter called "Debtor," hereby grants to TYMCO Inc., 225 E. Industrial Blvd., City of Waco, County of McLennan, State of Texas, hereinafter called "Secured Party," a security interest in the following described personal property:

One (1) TYMCO Model 600BAH REGENERATIVE AIR STREET SWEEPER
Sweeper Serial #202412SNT688105BAH Truck VIN: 3ALACXFC2RDUZ9026

together with all additions, accessions and substitutions thereto or therefore, and all similar property hereafter acquired, hereinafter called "collateral." Proceeds of Collateral are also covered but this shall not be construed to mean that Secured Party consents to any sale of such Collateral.

DEBTOR WARRANTS AND COVENANTS WITH SECURED PARTY AS FOLLOWS:

- The Collateral covered by this agreement is to be used by Debtor primarily for
☐ Personal, family or household purposes ☐ Farming operations ☒ Business other than farming operations.
- The Collateral is ☒ Now owned by the Debtor ☐ Being acquired with the proceeds of the advance evidenced by this agreement.
- Debtor's residence is ☒ At the address shown above or ☐ At
- The Collateral will be kept at ☒ Debtors residence as shown above or ☐ At
- Debtor's chief place of business is ☒ In the county of Debtor's residence or ☐ At

This security interest is given to secure: (1) Payment of a Municipal Lease/Purchase Agreement and executed and delivered by Debtor to Secured Party in the principal sum of \$202,593.68, payable as to principal and interest as therein provided; (2) future advances to be evidenced by like notes to be made by Secured Party to Debtor at Secured Party's option; (3) all expenditures by Secured Party for taxes, insurance, repairs to and maintenance of the Collateral and all costs and expenses incurred by Secured Party in the collection and enforcement of the note and other indebtedness of Debtor; and (4) all liabilities of Debtor to Secured Party now existing or hereafter incurred, matured or unmatured, direct or contingent, and any renewals and extensions thereof and substitutions therefore. **DEBTOR EXPRESSLY WARRANTS AND COVENANTS:**

OWNERSHIP FREE OF ENCUMBRANCES. Except for the security interest granted hereby, Debtor now owns or will use the proceeds of the advances hereunder to become the owner of the Collateral free from any prior lien, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

FINANCING STATEMENTS. No financing statement covering the Collateral or any proceeds thereof is on file in any public office and Debtor will join with Secured Party in executing one or more financing statements in form satisfactory to Secured Party.

INSURANCE. Debtor will insure the Collateral with companies acceptable to Secured Party against such casualties and in such amounts as Secured Party shall require. All insurance policies shall be written for the benefit of Debtor and Secured Party as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Secured Party. All policies of insurance shall provide at least ten (10) days prior written notice of cancellation to Secured Party.

MAINTENANCE. Debtor will keep the Collateral in good condition and free from liens and other security interests, will pay promptly all taxes and assessments with respect thereto, will not use the Collateral illegally or encumber the same and will not permit the Collateral to be affixed to real or personal property without the prior written consent of Secured Party. Secured Party may examine the Collateral at any time wherever located.

REIMBURSEMENT FOR EXPENSES. At its option Secured Party may discharge taxes, liens, security interests, or other encumbrances on the Collateral and may pay for the repair of any damage to the Collateral, the maintenance and preservation thereof and for insurance thereon. Debtor agrees to reimburse Secured Party on demand for any payments so made and until such reimbursement, the amount of any such payment with interest at ten (10%) per cent per annum from date of payment until reimbursement, shall be added to the indebtedness owned by Debtor and shall be secured by this security agreement.

CHANGE OF RESIDENCE OR LOCATION OF COLLATERAL. Debtor will immediately notify Secured Party in writing of any change in Debtor's residence, and Debtor will not permit any of the Collateral to be removed from the location specified herein without the written consent of Secured Party.

EVENTS OF DEFAULT. Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

- Default in the payment or performance of any obligation, covenant or liability contained or referred to herein;
- Any warranty, representation or statement made or furnished to Secured Party by or in behalf of Debtor proves to have been false in any material respect when made or furnished;
- Any event which results in the acceleration of the maturity of the indebtedness of Debtor or others under any indenture, agreement or undertaking;
- Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;
- Any time the Secured Party believes that the prospect of payment of any indebtedness secured hereby or the performance of this agreement is impaired;
- Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor.

REMEDIES. Upon such default and at any time thereafter Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by the Uniform Commercial Code as well as all other rights and remedies possessed by Secured Party. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least five days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses.

No waiver by Secured Party of any default shall operate as a waiver of any other default and the terms of this agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Signed and delivered the day and year first above written.

SECURED PARTY: TYMCO Inc.

DEBTOR: City of Madisonville, KY _____

(Name)
By: Kenneth J. Young, President
(Name, Title)

(Name)
By: _____
(Name)

SAMPLE CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

PRODUCER	COMPANY LETTER	A	NOTE: Company must be rated A- or better by Best's Key Rating Guide. SHOW RATING next to company name.
	COMPANY LETTER	B	
	COMPANY LETTER	C	
INSURED	COMPANY LETTER	D	
	COMPANY LETTER	E	

COVERAGES: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO LTR	INSURED	POLICY NUMBER	Date Policy Effective (MM/DD/YY)	Date Policy Expires (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occurrence ☐ Owner's & Contractors Protection Deductible \$				General Aggregate \$ Products Comp/Ops Aggregate \$ Personal & Advertising Injury \$ Each Occurrence \$ Fire Damage (Any One Fire) \$ Medical Expense (Any One Person) \$	
	AUTOMOBILE LIABILITY ☒ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability Deductible \$				CSL \$ 1,000.00 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$	
	EXCESS LIABILITY ☐ Other Than Umbrella Form				Each Occurrence \$ Aggregate \$	
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS \$ (Each Accident) \$ (Disease Policy Limit) \$ (Disease-Each Employee)	
	OTHER: Collision Coverage AND Comprehensive or Specified Causes of Loss				Actual Cash Value of Sweeper with Collision Ded. of \$ _____ (Note: Ded. must be no greater than \$1,000.00)	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

TYMCO Inc. is added as an **Additional Insured** to the Liability Coverage and as a **Loss Payee** for Physical Damage Coverage

CERTIFICATE HOLDER

TYMCO Inc.
P.O. Box 2368
Waco, TX 76703

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives

Authorized Representative

TYMCO Requirements

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name City of Madisonville		2 Issuer's employer identification number (EIN) 61-6001864	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 67 N. Main St.	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Madisonville, KY 42431		7 Date of issue 06-21-24	
8 Name of issue Municipal Lease/purchase of a new TYMCO street sweeper		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a 270-824-2100	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ► Public Works/Streets	18 202,593.68
19a If bonds are TANs or RANs, check only box 19a	☐
b If bonds are BANs, check only box 19b	☐
20 If bonds are in the form of a lease or installment sale, check box	☒

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 03/01/2026	\$ 202,593.68	\$ 0	2 years	4.55 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22 00
23 Issue price of entire issue (enter amount from line 21, column (b))	23 00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29 00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	00
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	00
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	00
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title
---	------	------------------------------

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			

**CITY OF MADISONVILLE
RESOLUTION 2024-20**

RESOLUTION TO DECLARE EQUIPMENT AS SURPLUS PROPERTY

WHEREAS, the City of Madisonville Regional Airport owns regulators for airfield lighting system and they have been replaced and no longer in service by the Airport.

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

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS: The regulators are now declared as surplus property and the City is authorized to dispose of the regulators by means according to KRS 82.083

Permission to close portion of Lambs Court

Christ the King's St. Vincent de Paul Society is organizing the St. Vincent de Paul store's 50th anniversary. Events are planned to begin the week of September 2, 2024 and culminate on Saturday, September 7, 2024.

On September 7 from 12:00pm to 1:30 pm we plan to provide live music and food to the community at large. This event will be held on the Carpet Town's side parking lot which is adjacent to the store's side lot. Lamb's court intersects this area. For safety reasons, we are seeking the City Council's approval to close half of Lambs Court starting at Curtis Auto Body located at 128 Lambs Court up to the Center Street's intersection. By allowing this temporary street closure, it will help protect pedestrians as they cross these two parking lots.

If you have additional questions or need further clarification please contact me either at the store 270-821-2159 or by email svdp@ctkmadisonville.org

Thank you for this consideration,

Janice Hatler, President

Permission to contract services from local businesses owned by city employees:

Ron Faulk-Ron's Lawn Maintenance
Chris Chilcutt-Prestige Worldwide
Mike Miller-Magic Mike
Michael Fincham-Sealcoat
Walter Cummings-Cummings Lawn Care
Matt Browning-Country Cupboard
Barret Holloway-Sealcoat
Jared Southerland-Chip off the Ole Block Woodworking
Chad Baldwin-Super Sealers
Heath Jones-Heath Jones Painting
Chaseton Hancock-First-In-Fire Services
Drew Bennett – Good Guys Pressure Washing
Zack Arnett – Good Guys Pressure Washing
Robert James – TJ's Mowing
Tracy Logan – Smoking Joe Joes