



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 August 19, 2024
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills and Payroll
- 7. DEPARTMENT REPORTS**
 - A. Zoning & Permit
- 8. COUNCIL COMMITTEE REPORTS**
- 9. NEW BUSINESS**
 - A. First Reading Ordinances
 - A. Ordinance amending Chapter 156 of Code of Ordinances relating to Educational Facilities
 - B. Ordinance amending chapter 158.20 code of ordinances relating to sign regulations in regards to billboards
 - B. Second Reading of Ordinances
 - A. An Ordinance amending Chapter 96 of the Code of Ordinances of the City of Madisonville (relating to property tax)
 - C. Resolutions
 - A. Amendment to Resolution for Assistance to Firefighters Grant 2024-24
 - B. Resolution to enter into a Memorandum of Agreement with Kentucky Department of Transportation
 - C. Resolution to declare golf carts as surplus property
 - D. Item for Discussion
 - A. Permission to close portion of Bayview Drive for Block Party
- 10. ADJOURNMENT**



MINUTES

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

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

Fire Chief - Jason Eli

4. **ROLL CALL**

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

Absent: Council Member Misty Cavanaugh

5. **APPROVAL OF MINUTES**

A. Minutes of August 5, 2024

RESULT: Approval of Minutes of August 5, 2024

MOVER: City Council Member Larry Noffsinger

SECONDER: Council Member Tony Space

AYES: 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 Tony Space

SECONDER: Council Member Frank Stevenson

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

NOES: None

ABSTAIN: None

7. **DEPARTMENT REPORTS**

- A. Police Department Report
Police Chief - Steve Bryan
- B. Fire Department Report
Fire Chief Jason Eli

8. NEW BUSINESS

A. First Reading Ordinances

- A. Ordinance amending Chapter 96 of the Code of Ordinances of the City of Madisonville (relating to property tax)

First Reading - Second Reading will be heard on September 3, 2024.

B. Resolutions

- A. Resolution to declare sanitation equipment as surplus property.

RESULT: Motion to approve miscellaneous sanitation equipment as surplus property
MOVER: City Council Member Larry Noffsinger
SECONDER: Council Member Tony Space
AYES: Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

- B. Resolution to declare equipment from Electric Department as surplus property

RESULT: Motion to approve miscellaneous transformers, capacitors and light ballast from Electric Department as surplus property
MOVER: Council Member Chad Menser
SECONDER: City Council Member Larry Noffsinger
AYES: Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

C. Executive Order

- A. Appointment of Tara Edwards to the Madisonville-Hopkins County Public Library Board - Executive Order 2024-6

D. Municipal Order

- A. Appointment of John Stachurski to the Historic District Commission - Municipal Order 2024-18

RESULT: Motion to approve the appointment of John Stachurski to Historic District Commission
MOVER: Council Member Frank Stevenson
SECONDER: City Council Member Larry Noffsinger
AYES: Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

B. Appointment of Debby Myers to the Tourism Advisory Board - Municipal Order 2024-19

RESULT: Motion to approve Debby Myers to Tourism Advisory Board
MOVER: Council Member Tony Space
SECONDER: City Council Member Larry Noffsinger
AYES: Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

9. ADJOURNMENT

RESULT: Adjourn
MOVER: Council Member Adam Townsend
SECONDER: Council Member Tony Space
AYES: 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 09/03/24	
2	Co#	Bank#	Fund Name	
3	100	1	General Fund	\$ 81,680.62
4				\$ 117,924.86
5				
6				
7			Total General Fund	\$ 199,605.48
8	190	7	Sanitation & Maintenance	\$ 87,496.97
9				\$ 37,506.86
10				
11				
12			Total Sanitation & Maintenance	\$ 125,003.83
13	200	7	Electric/Utility Office	\$ 191,224.32
14				\$ 129,373.74
15				
16				
17			Total Electric/Utility Office	\$ 320,598.06
18	210	6	Water and Filter	\$ 57,144.68
19				\$ 11,512.22
20				
21				
22			Total Water Filter	\$ 68,656.90
23		7	Waste Water Collection and Treatment	\$ 87,608.83
24				\$ 630,695.23
25				
26				
27			Total Wastewater Collection and Treatment	\$ 718,304.06
28				
29				
30	Co#	Dept #	Department Name	Amount
31	100	Various	Governmental	\$ 52,117
32	100	2100	Police	\$ 159,015
33	100	2300	Fire	\$ 149,418
34	100	3300	Transportation	\$ 30,068
35	100	5000	Cemetery	\$ 5,274
36	100	7000	Park	\$ 22,190
37	190	3100	Sanitation	\$ 48,132
38		3200	Maintenance Garage	\$ 9,384
39	200	1000/4500	Light Fund	\$ 97,096
40	200	2000	Wastewater Treatment	\$ 20,626
41	200	2001	Wastewater Collection	\$ 32,492
42	200	4700/4600	Water and Filter	\$ 55,259
43		330/6000	Madisonville Sports	\$ 4,952
44			Total Payroll	\$ 686,022
45				
46			Number of Employees Paid August 30, 2024	
47			See next page	

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	8/30/24	7	1	6
100	1200	ADMINISTRATION	8/30/24	6	6	
100	1400	FINANCE	8/30/24	6	5	1
100	1500	CITY CLERK	8/30/24	5	4	1
100	1600	AIRPORT	8/30/24	5	4	1
100	1700	ZONING	8/30/24	2	2	
100	1800	HUMAN RESOURCES	8/30/24	4	4	
100	2100	POLICE DEPT-MADISONVILLE	8/30/24	53	47	6
100	2150	POLICE FICA	8/30/24	8	3	5
100	2151	DISPATCH	8/30/24	13	13	
100	2200	ALCOHOLIC BEVERAGE CONTROL	8/30/24	1		1
100	2300	FIRE DEPT-MADISONVILLE	8/30/24	65	65	
100	2350	FIRE FICA/NON HAZARDOUS	8/30/24	1	1	
100	3300	TRANSPORTATION DEPT	8/30/24	21	20	1
100	5000	CEMETERY DEPARTMENT	8/30/24	3	3	
100	7000	PARK DEPARTMENT	8/30/24	22	10	12
100	7100	POOL EMPLOYEES	8/30/24	3		3
100	7200	MAHR PARK	8/30/24	10	5	5
190	3100	SANITATION DEPARTMENT	8/30/24	28	28	
195	3200	MAINTENANCE GARAGE	8/30/24	5	5	
200	1000	UTILITY OFFICE	8/30/24	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	8/30/24	21	21	
210	2000	WASTEWATER TREATMENT	8/30/24	8	8	
210	2001	WASTEWATER COLLECTION	8/30/24	17	17	
210	2002	ENGINEERING & STORMWATER	8/30/24	6	6	
211	4600	FILTER DEPARTMENT	8/30/24	11	11	
211	4700	WATER DEPARTMENT	8/30/24	18	18	
330	6000	MADISONVILLE SPORTS COMPLEX	8/30/24	2	2	
		Totals		366	324	42

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	7,018.50	.00	.00	7,018.50
100	1200	ADMINISTRATION	16,470.55	220.55	.00	16,691.10
100	1400	FINANCE	13,286.37	8.36	.00	13,294.73
100	1500	CITY CLERK	9,587.84	.00	.00	9,587.84
100	1700	ZONING	4,183.57	.00	.00	4,183.57
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,341.15	.00	.00	1,341.15
		Total Government	51,887.98	228.91	.00	52,116.89
100	2100	POLICE DEPT-MADISO	128,555.14	20,755.42	.00	149,310.56
100	2150	POLICE FICA	8,786.93	917.55	.00	9,704.48
		Total Police	137,342.07	21,672.97	.00	159,015.04
100	2300	FIRE DEPT-MADISONV	92,000.63	49,613.90	6,347.16	147,961.69
100	2350	FIRE FICA/NON HAZA	1,456.80	.00	.00	1,456.80
		Total Fire	93,457.43	49,613.90	6,347.16	149,418.49
100	3300	TRANSPORTATION DEP	29,992.24	75.32	.00	30,067.56
		Total Transportati	29,992.24	75.32	.00	30,067.56
100	5000	CEMETERY DEPARTMEN	4,832.38	441.93	.00	5,274.31
		Total Cemetery	4,832.38	441.93	.00	5,274.31
100	7000	PARK DEPARTMENT	20,982.29	1,080.37	.00	22,062.66
100	7100	POOL EMPLOYEES	126.88	.00	.00	126.88
		Total Park	21,109.17	1,080.37	.00	22,189.54
190	3100	SANITATION DEPARTM	46,907.99	1,224.06	.00	48,132.05
		Total Sanitation	46,907.99	1,224.06	.00	48,132.05
195	3200	MAINTENANCE GARAGE	9,120.23	263.36	.00	9,383.59
		Total Maintenance	9,120.23	263.36	.00	9,383.59
200	1000	UTILITY OFFICE	26,589.10	547.46	.00	27,136.56
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	67,577.22	2,381.77	.00	69,958.99
		Total Utility Offi	94,166.32	2,929.23	.00	97,095.55
210	2000	WASTEWATER TREATME	20,277.35	349.06	.00	20,626.41
210	2001	WASTEWATER COLLECT	30,461.50	2,030.59	.00	32,492.09
		Total Wastewater T	50,738.85	2,379.65	.00	53,118.50
211	4600	FILTER DEPARTMENT	19,238.50	3,486.68	.00	22,725.18
211	4700	WATER DEPARTMENT	31,351.31	1,182.40	.00	32,533.71
		Total Water	50,589.81	4,669.08	.00	55,258.89
330	6000	MADISONVILLE SPORT	4,951.91	.00	.00	4,951.91
		Total Sports Comp	4,951.91	.00	.00	4,951.91
		Grand Totals	595,096.38	84,578.78	6,347.16	686,022.32

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	80.00	9.75	.00	89.75
100	1400	FINANCE	112.75	.25	.00	113.00
100	1500	CITY CLERK	162.27	.00	.00	162.27
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	425.02	10.00	.00	435.02
100	2100	POLICE DEPT-MADISO	3,978.00	438.00	.00	4,416.00
100	2150	POLICE FICA	406.25	25.50	.00	431.75
		Total Police	4,384.25	463.50	.00	4,847.75
100	2300	FIRE DEPT-MADISONV	5,040.00	1,950.25	209.25	7,199.50
100	2350	FIRE FICA/NON HAZA	80.00	.00	.00	80.00
		Total Fire	5,120.00	1,950.25	209.25	7,279.50
100	3300	TRANSPORTATION DEP	1,515.00	2.50	.00	1,517.50
		Total Transportati	1,515.00	2.50	.00	1,517.50
100	5000	CEMETERY DEPARTMEN	192.66	18.25	.00	210.91
		Total Cemetery	192.66	18.25	.00	210.91
100	7000	PARK DEPARTMENT	959.75	46.00	.00	1,005.75
100	7100	POOL EMPLOYEES	12.00	.00	.00	12.00
		Total Park	971.75	46.00	.00	1,017.75
190	3100	SANITATION DEPARTM	2,129.50	42.25	.00	2,171.75
		Total Sanitation	2,129.50	42.25	.00	2,171.75
195	3200	MAINTENANCE GARAGE	402.75	8.25	.00	411.00
		Total Maintenance	402.75	8.25	.00	411.00
200	1000	UTILITY OFFICE	907.54	21.25	.00	928.79
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,612.43	38.50	.00	1,650.93
		Total Utility Offi	2,519.97	59.75	.00	2,579.72
210	2000	WASTEWATER TREATME	617.07	10.00	.00	627.07
210	2001	WASTEWATER COLLECT	1,266.37	70.25	.00	1,336.62
		Total Wastewater T	1,883.44	80.25	.00	1,963.69
211	4600	FILTER DEPARTMENT	792.00	102.75	.00	894.75
211	4700	WATER DEPARTMENT	1,259.96	32.25	.00	1,292.21
		Total Water	2,051.96	135.00	.00	2,186.96
330	6000	MADISONVILLE SPORT	14.67	.00	.00	14.67
		Total Sports Comp	14.67	.00	.00	14.67
		Grand Totals	21,610.97	2,816.00	209.25	24,636.22

ZONING & PERMIT OFFICE

MONTHLY ACTIVITY REPORT

July 2024

BUILDING PERMITS		CONSTRUCTION COST	# PERMITS ISSUED	FEES COLLECTED
Type of Construction				
New Residential/SFD		\$875,000	3	\$1,155
Duplex		\$0	0	\$0
Multi-Family		\$0	0	\$0
Residential Addition		\$60,600	4	\$391
Residential Accessory		\$52,742	6	\$219
Residential Alteration		\$0	0	\$0
New Commercial		\$0	0	\$0
Commercial Addition		\$0	0	\$0
Commercial Accessory		\$0	0	\$0
Commercial Alteration		\$300,000	2	\$1,270
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		\$1,288,342	15	\$3,035
SIGN PERMITS			1	\$100
<i>Name</i>	<i>Location</i>			
Kroger #563/Premier Sign Co.	545 Island Ford Rd			
DEMOLITION PERMITS			1	\$10
<i>Name</i>	<i>Location</i>			
Allen Davis/Sam Winstead--Steve Pleasant Excav	445 East Arch St			
MAJOR DEVELOPMENT PLANS			0	N/A
<i>Name</i>	<i>Location</i>			
HVAC PERMITS			4	\$585
<i>Name</i>	<i>Location</i>			
Fulcrum Mechanical LLC--SFD	120 Oates St			
BM--Commercial	920 North Main St			
Daniel Hager--SFD	812 University Cir			
Brad Giffin--SFD	1307 Nobility Dr			
CHANGE OF USE PERMITS			0	\$0
<i>Name</i>	<i>Location</i>			
ZONING MAP/TEXT AMENDMENTS			1	\$250
<i>Name</i>	<i>Location</i>			
The Westley Group, LLC	End of Shamrock Dr			

		# Permits Issued	Fees Collected
ZONING COMPLIANCE REQUESTS		0	\$0
<i>Name</i>	<i>Location</i>		
DIMENSIONAL VARIANCE		0	\$0
<i>Name</i>	<i>Location</i>		
CONDITIONAL USE		0	\$0
<i>Name</i>	<i>Location</i>		
UTILITY REQUESTS		0	\$0
<i>Name</i>	<i>Location</i>		
MISCELLANEOUS/ADDITIONAL FEES		1	\$25
<i>Name</i>	<i>Location</i>		
Kelly & Marjorie Ford/BP # 7423	1155 Lakewood Dr		
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		1	\$100
<i>Name</i>	<i>Location</i>		
Taqueria Los Amigos/Selena Lopez Moreno	City & Commercial Lots & Events		
ACTIVITY TOTAL FOR THE MONTH		24	\$4,105

Prepared by: Bonnie Smith, Zoning Administrative Secretary

CITY OF MADISONVILLE
BUILDING PERMIT MONTHLY REPORT

July 2024

Permit #	Issued	Construction Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
7471	7/5/24	110 Oates Street	Garrigan Const /David Garrigan	Garrigan Const /David Garrigan	New Residential	Single Family Dwelling	\$381	\$225,000	3200
7472	7/1/24	815 University Circle	Walter & Patricia Boone	True Grit Fence/ Stephen Brasher	Residential Accessory	Privacy Fence	\$25	\$18,142	0
7473	7/1/24	145 East Center Street	Heavy Metal Properties	Downey Professional Construction	Commercial Alteration	Office Space	\$580	\$200,000	6000
7474	7/5/24	89 Greystone Drive	Clayton Cavanuagh	Cavanaugh Const /Clayton Cavanuagh	New Residential	Single Family Dwelling	\$341	\$200,000	2702
7475	7/5/24	106 Greystone Drive	Tara Elaine McNary	G & T Services /Gregory Wilkes	Residential Accessory	Storage Building	\$50	\$14,000	240
7476	7/10/24	804 University Circle	Travis & Maryssa Coyle	Pullin Group LLC /Dan Pullin	New Residential	Single Family Dwelling	\$433	\$450,000	3850
7477	7/26/24	1254 Royal Court	Robert & Kim Osborne	Robert Osborne	Residential Addition	Covered Patio	\$91	\$23,300	512
7478	7/16/24	2000 Lakeview Drive	Robert & Kimberly Cain	Robert & Kimberly Cain	Residential Accessory	Fence	\$25	\$0	0
7479	7/16/24	165 Brown Badgett Loop	Mary Couchman	Mary Couchman	Residential Addition	Covered Deck	\$82	\$2,500	400
7480	7/16/24	240 Meadowlark Lane	Terry & Veronica Nelson	Legacy Metals	Residential Accessory	Pole Barn	\$69	\$15,000	552
7481	7/16/24	1 South Main Street	Chris Devoto	Chris Devoto	Commercial Alteration	Office Snace/Event	\$690	\$100,000	8000
7482	7/22/24	633 Dozier Avenue	Dotty June Rudd	Matthew Insko/Insko Construction	Residential Accessory	Privacy Fence	\$25	\$3,600	0
7483	7/25/24	455 South Seminary Street	Eric & Joanne Amsden	Eric & Joanne Amsden	Residential Accessory	Fence	\$25	\$2,000	0
7484	7/25/24	2061 A Meadowlark Lane	Stephanie Harris	Hopkins Co Gutter & Constr/Nathan	Residential Addition	Covered Deck & Porch	\$127	\$10,800	336
7485	7/25/24	3420 Chur Drive	Will Pearson	Hopkins Co Gutter & Constr/ Nathan	Residential Addition	Covered Deck & Sun Porch	\$91	\$24,000	512
Totals					15		\$3,035		\$1,288,342

ZONING & PERMIT OFFICE

YTD ACTIVITY REPORT

JANUARY - JULY 2024

BUILDING PERMITS	CONSTRUCTION COST	# PERMITS ISSUED	FEES COLLECTED
Type of Construction			
New Residential/SFD	\$4,015,000	16	\$5,199
Duplex	\$0	0	\$0
Multi-Family	\$0	0	\$0
Residential Addition	\$479,400	18	\$1,841
Residential Accessory	\$745,959	40	\$2,213
Residential Alteration	\$325,000	6	\$929
New Commercial	\$2,563,000	4	\$1,401
Commercial Addition	\$15,000	1	\$0
Commercial Accessory	\$749,550	7	\$2,366
Commercial Alteration	\$1,413,800	19	\$4,839
New Industrial	\$0	0	\$0
Industrial Additon	\$0	0	\$0
Industrial Accessory	\$700	1	\$133
Industrial Alteration	\$0	0	\$0
Other	\$0	0	\$0
TOTAL BUILDILNG PERMITS	\$10,307,409	112	\$18,921
SIGN PERMITS		28	\$1,800
DEMOLITION PERMITS		12	\$90
MAJOR DEVELOPMENT PLANS		0	N/A
HVAC PERMITS		28	\$8,455
CHANGE OF USE PERMITS		0	\$0
ZONING MAP/TEXT AMENDMENTS		5	\$1,000
ZONING COMPLIANCE REQUESTS		1	\$25
DIMENSIONAL VARIANCE PERMITS		1	\$100
CONDITIONAL USE PERMITS		3	\$300
UTILITY REQUESTS		1	\$50
MISCELLANEOUS/ADDITIONAL FEES		2	\$400
COA's (Historic District Commission)		4	N/A
SPECIAL USE PERMITS (Outside Sales)		0	N/A
MOBILE FOOD VENDOR PERMITS		29	\$2,900
YEAR TO DATE TOTAL		226	\$34,041

Prepared by: Bonnie Smith, Zoning Administrative Assistant

CITY OF MADISONVILLE
ORDINANCE 2024-06

**AN ORDINANCE AMENDING CHAPTER 156 OF THE CITY OF MADISONVILLE
CODE OF ORDINANCES RELATING TO EDUCATIONAL FACILITIES**

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

Chapter 156 of the City of Madisonville is hereby amended to provide as follows:

§ 156.003 DEFINITIONS

Educational Facility: An institution or place for instruction or education which is either open to the public and maintained under public authority or is private and maintained by a private organization.

§ 156.028 GENERAL COMMERCIAL

(D) Uses permitted by condition (*conditional use permit required – see §§ 156.050 et seq. for additional information regarding conditional uses*) include:

- (1) Light Manufacturing
- (2) Adult Establishment
- (3) Drive-in Theater
- (4) Welding and Machine Shop
- (5) Warehousing
- (6) Indoor storage of hazardous material. Fireworks sales shall not be permitted except as a Minor stock item [less than twenty percent (20%) of total stock];
- (7) Residential use
- (8) Assisted Living Facilities
- (9) Recreational Vehicle (RV) Parks
- (10) Educational Facilities

The foregoing Ordinance was read and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the ____ day of _____, 2024, and the second reading on the ____ day of _____, 2024. Motion was made by Councilmember _____, seconded by Councilmember _____, that the Ordinance be adopted as the law of the City of Madisonville, Kentucky.

Upon vote being taken thereon, the votes were cast as follows:

COUNCILMEMBERS	YEA	NAY
Misty Cavanaugh	—	—
Tony Space	—	—
Adam Townsend	—	—
Larry Noffsinger	—	—
Frank Stevenson	—	—
Chad Menser	—	—

It appearing that _____ Councilmember(s) voted for the Motion and
_____ Councilmember(s) voted against it, the Mayor announced that the
Motion was adopted and that the above Ordinance would be published as required by law.

Dated this _____ day of _____, 2024.

Kevin Cotton, Mayor
City of Madisonville

Attest:

Kim Blue, City Clerk
City of Madisonville, Kentucky

CITY OF MADISONVILLE
ORDINANCE 2024-07

**AN ORDINANCE AMENDING CHAPTER 158.20 OF THE CITY OF MADISONVILLE
CODE OF ORDINANCES RELATING TO SIGN REGULATIONS IN REGARDS TO
BILLBOARDS**

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

Chapter 158.20 of the City of Madisonville Code of Ordinances is hereby amended to provide as follows:

§ 158.20 COMMERCIAL/INDUSTRIAL SIGNS.

(F) Billboards.

- (1) A conditional use permit must be granted before any new billboard is erected.
- (2) No new billboards will be allowed within the area bounded by North Street to McLaughlin and Madison Avenue to Park Avenue. See Figure 7 on page 142.
- (3) Shall not be erected within one hundred fifty (150) feet of any residential structure, ~~[structure]~~ excluding fences, without the written consent of the owner(s) of the adjoining residential structures.
- (4) Shall not exceed thirty (30) feet in height nor three hundred eighty (380) square feet in area when located along roadways designated as U.S. highways and shall not exceed three hundred (300) square feet when located along other roadways ~~[Shall not exceed thirty (30) feet in height nor three hundred (300) square feet in area]~~.
- (5) Minimum setback from any street right-of-way shall be twenty (20) feet ~~[or even with any existing structure, whichever is greater]~~.
- (6) Shall not be erected within twenty-five (25) feet ~~[fifty (50) feet]~~ of a side property line without the written consent of the adjacent owner(s).
- (7) Must be erected on a single pole constructed of steel.

(G) Digital Billboards.

(A) In addition to the following requirements, digital billboards shall adhere to the same size, height, spacing, setbacks and locations as all other non-digital billboards:

- (1) Digital billboards shall be allowed as a conversion, replacement or relocation of any billboard in a location provided for in this subchapter.
- (2) Conversion of a non-conforming billboard to a non-conforming digital billboard shall be allowed with approval from the Board of Adjustment.

(B) The message on a digital billboard shall:

(1) Be static for at least eight (8) seconds;

(2) Change from one (1) message to another in less than two (2) seconds;

(3) Not blink, scroll, or contain animation or video; and

(4) Be programmed to freeze in a static display if a malfunction occurs.

(5) An electronic advertising device shall be equipped with a sensor or other device that automatically determines the ambient illumination and shall be programmed to automatically dim to a luminance of 300 nits or less if the ambient light is 1.5-foot candles or less.

(6) Must comply with all requirements of KRS 177.830 to 177.890.

The foregoing Ordinance was read and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the ____ day of _____, 2024 and the second reading on the ____ day of _____, 2024. Motion was made by Councilmember _____, seconded by Councilmember _____, that the Ordinance be adopted as the law of the City of Madisonville, Kentucky.

Upon vote being taken thereon, the votes were cast as follows:

COUNCILMEMBERS	YEA	NAY
Misty Cavanaugh	___	___
Tony Space	___	___
Adam Townsend	___	___
Larry Noffsinger	___	___
Frank Stevenson	___	___
Chad Menser	___	___

It appearing that _____ Councilmember(s) voted for the Motion and
_____ Councilmember(s) voted against it, the Mayor announced that the
Motion was adopted and that the above Ordinance would be published as required by law.

Dated this _____ day of _____, 2024.

Kevin Cotton, Mayor
City of Madisonville

Attest:

Kim Blue, City Clerk
City of Madisonville, Kentucky

KRS 177.830 to 177.890 (Billboards)

177.830 Definitions for KRS 177.830 to 177.890.

As used in KRS 177.830 to 177.890, unless the context requires otherwise:

(1)"Limited-access highway" means a road or highway or bridge constructed pursuant to the provisions of KRS 177.220 to 177.310;

(2)"Interstate highway" means any highway, road, street, access facility, bridge, or overpass which is designated as a portion of the national system of interstate and defense highways as may be established by law, or as may be so designated by the Transportation Cabinet in the joint construction of the system by the Transportation Cabinet and the United States Department of Transportation, Bureau of Public Roads;

(3)"Federal-aid primary highway" means any highway, road, street, appurtenant facility, bridge, or overpass which is designated as a portion of the federal-aid primary highway system as may be established by law or as may be so designated by the Transportation Cabinet and the United States Department of Transportation;

(4)"Turnpike" means any road or highway or appurtenant facility constructed pursuant to the provisions of KRS 177.390 to 177.570, or pursuant to the provisions of any other definition of "turnpike" in the Kentucky Revised Statutes, or any other highway, road, parkway, bridge, or street upon which a toll or fee is charged for the use of motor vehicular traffic;

(5)"Advertising device" means any billboard, sign, notice, poster, display, or other device, including the structure erected or used in connection with the display or device and all lighting or other attachments used in connection with the display or device, that is:(a)Operated or owned by a person or entity who is earning compensation directly or indirectly from a third party or parties for the placement of a message on the device; and(b)Intended to attract the attention of operators of motor vehicles on the highways;

(6)"Highway or highways" as used in KRS 177.830 to 177.890 means limited access highway, interstate highway, federal-aid primary highway, or turnpike as defined in KRS 177.830 to 177.890;

(7)"Commercial or industrial zone" adjacent to a federal-aid primary highway means an area zoned to permit business, commerce or trade pursuant to lawful ordinance or regulation;

(8)"Un-zoned commercial or industrial area" adjacent to a federal-aid primary highway means an area which is not zoned by state or local law, regulation, or ordinance and on which either a commercial or industrial activity is conducted or a permanent structure therefor is located together with the area extending along the highway for such distances as may be determined by regulation promulgated by the secretary of the Transportation Cabinet. Each side of the highway will be considered separately in applying this definition—all measurements shall be from the outer edges of the regularly used buildings, parking lots, storage or processing areas of the activities, not from the property lines of the activities, and shall be along or parallel the edge of the pavement of the highway;

(9)"Commercial or industrial activities" for purposes of un-zoned industrial and commercial areas means those activities generally recognized as commercial or industrial by zoning authorities in this state, except that none of the following activities shall be considered commercial or industrial:(a)Outdoor advertising structures;(b)Agricultural, forestry, ranching, grazing, farming, and related activities ,including, but not limited to, wayside fresh produce stands;(c)Activities normally or regularly in operation less than three (3) months of the year;(d)Transient or temporary activities;(e)Activities not visible from the main traveled way;(f)Activities more than 300 feet from the nearest edge of the right-of-way;(g)Activities conducted in a building principally used as a residence;(h)Railroad tracks and minor sidings;(10)"Urban areas" means those areas having a population of five thousand (5,000)or more which have been designated by the United States Department of Commerce, Bureau of the Census, as an urban area. A list of cities which have designated urban areas shall be maintained by the Transportation Cabinet, Division of Planning, Frankfort, Kentucky 40622. The Transportation Cabinet shall maintain maps indicating the boundaries of the designated areas. The maps shall be available from the Transportation Cabinet for a fee not to exceed five dollars (\$5.00); and (11)"Compensation" means the exchange of anything of value, including money, securities, real property interests, personal property interests, goods or services, promises of future payments, or forbearance of debt. Effective: March 18, 2021History: Repealed, reenacted, and amended 2021 Ky. Acts ch. 44, sec. 1, effective March 18, 2021. -- Amended 1990 Ky. Acts ch. 398, sec. 1, effective April 9,1990. -- Amended 1976 Ky. Acts ch. 80, sec. 2, effective March 29, 1976. -- Amended 1968 Ky. Acts ch. 178, sec. 1. -- Amended 1966 Ky. Acts ch. 76, sec.1. -- Created 1960 Ky. Acts ch. 175, sec. 1.

177.841 Billboard advertising prohibited -- Exceptions.(1)Except as otherwise provided in KRS 177.830 to 177.890, the erection or maintenance of any advertising device upon or within six hundred sixty (660) feet of the right-of-way of any interstate highway or federal-aid primary highway is prohibited.(2)The erection or maintenance of any advertising device located outside of an urban area and beyond six hundred sixty (660) feet of the right-of-way which is legible and/or identifiable from the main traveled way of any interstate highway or federal-aid primary highway is prohibited.(3)This section shall not apply to directional or other official signs or signals erected by the state or any other public agency having jurisdiction. Effective: March 18, 2021History: Repealed, reenacted, and amended 2021 Ky. Acts ch. 44, sec. 2, effective March 18, 2021. -- Created 1976 Ky. Acts ch. 80, sec. 3, effective March 29,1976.

177.842 Application of KRS 177.830(10) to outdoor advertising. KRS 177.830(10) in conjunction with the prohibition of KRS 177.841(2) shall extend to all applicable outdoor advertising devices erected after January 1, 1976, unless previously determined by a court of competent jurisdiction to be in compliance with the laws, regulations, and rules governing outdoor advertising devices or were situated in an area which was authorized by an existing or previous statute. Effective: March 18, 2021History: Repealed and reenacted 2021 Ky. Acts ch. 44, sec. 5, effective March 18,2021. -- Created 1990 Ky. Acts ch. 398, sec. 2, effective April 9, 1990.

177.850 Purpose of KRS 177.830 to 177.890.The general purposes of KRS 177.830 to 177.890 and its specific objectives and standards are:(1)To provide for maximum visibility along interstate highways, limited-access highways, federal-aid primary highways, turnpikes, and connecting roads or m highways;(2)To prevent unreasonable distraction of operators of motor vehicles;(3)To prevent confusion with regard to traffic lights, signs or signals or otherwise interfere with the effectiveness of traffic regulations;(4)To preserve and enhance the natural scenic beauty or the aesthetic features of the aforementioned interstate highways, limited-access highways, federal-aid primary highways, turnpikes,

and adjacent areas;(5)To promote maximum safety, comfort and well-being of the users of said highways. Effective: March 18, 2021History: Repealed and reenacted 2021 Ky. Acts ch. 44, sec. 6, effective March 18,2021. -- Amended 1966 Ky. Acts ch. 76, sec. 3. -- Created 1960 Ky. Acts ch.175, sec. 3.

177.860 Administrative regulations -- Standards for billboard advertising. The Transportation Cabinet shall promulgate administrative regulations in accordance with KRS Chapter 13A, no later than August 1, 2021, to establish:

(1) Permit fees for advertising devices not to exceed:

(a) Two hundred fifty dollars (\$250) for the initial permit application review, site and compliance inspection, and permit issuance; and

(b) One hundred dollars (\$100) for an annual permit renewal; and

(2) Reasonable standards for the advertising devices hereinafter enumerated, designed to protect the safety of and to guide the users of the highways and otherwise to achieve the objectives set forth in KRS 177.850, and the erection and maintenance of any of the following advertising devices, if they comply with the regulations, shall not be deemed a violation of KRS 177.830 to177.890:

(a) Signs, notices, posters, displays, or other devices that do not meet the definition of advertising device as set forth in KRS 177.830;

(b) An advertising device which is not visible from any traveled portion of the highway; and

(c) Advertising devices which otherwise comply with the applicable zoning ordinances and regulations of any county or city, and which are to be located in a commercially or industrially developed area, in which the commissioner of highways determines, in exercise of his sound discretion, that the location of the advertising devices is compatible with the safety and convenience of the traveling public.

Effective: March 18, 2021 History: Repealed, reenacted, and amended 2021 Ky. Acts ch. 44, sec. 3, effective March 18, 2021. -- Amended 1992 Ky. Acts ch. 402, sec. 3, effective July 14,1992. -- Amended 1982 Ky. Acts ch. 424, sec. 1, effective July 15, 1982. -- Created 1960 Ky. Acts ch. 175, sec. 4, effective June 16, 1960.

177.863 Highway advertising devices, what prohibited -- Spacing -- Size -- Illumination. Within any commercial or industrial zone or un-zoned commercial or industrial area adjacent to a federal-aid primary highway, advertising devices shall be subject to the following standards:

(1) Prohibited advertising devices:

(a) Advertising devices that are not clean and in good repair.

(b) Advertising devices that are not securely affixed to a substantial structure.

- (c) Advertising devices which attempt or appear to attempt to direct the movement of traffic or which interfere with, imitate or resemble any official traffic sign, signal or device.
- (d) Advertising devices which obstruct the view of official signs, or approaching and merging traffic.
- (e) Advertising devices on trees, or painted upon natural features.
- (f) Advertising devices exceeding one thousand two hundred fifty (1,250) square feet on each face including border and trim, but excluding supports.
- (g) Advertising devices advertising an activity that is illegal under state or federal law.
- (h) Obsolete advertising devices.

(2) Spacing of advertising devices:

- (a) No advertising device structure designed to be primarily viewed from a non-limited access federal-aid primary highway shall be erected within three hundred (300) feet of any other such advertising device structure on the same side of the highway, unless separated by a building, natural obstruction or roadway. Provided, however, that in an incorporated municipality such required distance shall be reduced to one hundred (100) feet.
- (b) Double-faced -- V-type and/or back-to-back advertising device structures shall be one advertising device for spacing purposes.
- (c) The minimum distance between advertising devices shall be measured along the nearest edge of the pavement between points directly opposite the advertising devices.

(3) Size of advertising devices:

- (a) The maximum area for any advertising device shall be one thousand two hundred fifty (1,250) square feet, including border and trim but excluding supports.
- (b) An advertising device structure may contain one (1) or two (2) advertisements per facing, not to exceed the maximum area.
- (c) Double faced structures will be permitted with the maximum area being allowed for each facing.

(4) Lighting of advertising devices: Advertising devices may be illuminated, subject to the following restrictions:

- (a) Advertising devices which contain, include or are illuminated by any

177.867 Acquisition of billboards by state -- Compensation.

(1) The commissioner of the Department of Highways is authorized to acquire by purchase, gift, or condemnation pursuant to the Eminent Domain Act of Kentucky and shall pay just compensation upon the removal of the following advertising devices:

- (a) Those lawfully in existence on October 22, 1965;
- (b) Those lawfully on any highway designated a part of the interstate or federal-aid primary system on or after October 22, 1965, and before January 1, 1968;
- (c) Those lawfully erected on or after January 1, 1968;
- (d) Those lawfully in existence on January 1, 1976; and
- (e) Those lawfully erected or maintained, or both, between January 1, 1976, and December 31, 1989.

(2) Compensation shall be paid for the following:

- (a) The taking from the owner of any such advertising device of all right, title, leasehold, and interest in such advertising device; and
- (b) The taking from the owner of the real property on which the advertising device is located, of the right to erect and maintain such advertising devices there on.

Effective: March 18, 2021 History: Repealed and reenacted 2021 Ky. Acts ch. 44, sec. 7, effective March 18, 2021 -- Amended 1990 Ky. Acts ch. 398, sec. 3, effective April 9, 1990. -- Amended 1976 Ky. Acts ch. 80, sec. 4, effective March 29, 1976; and ch. 140, sec. 77. -- Amended 1968 Ky. Acts ch. 178, sec. 3. -- Created 1966 Ky. Acts ch. 76, sec. 5.

177.870 Violations declared a public nuisance. Any advertising device erected, maintained, replaced, relocated, repaired or restored in violation of KRS 177.830 to 177.890 is hereby declared to be, and is, a public nuisance and such device may without notice be abated and removed by any officer or employee of the state Department of Highways or upon request of the commissioner by any peace officer.

Effective: March 18, 2021 History: Repealed and reenacted 2021 Ky. Acts ch. 44, sec. 8, effective March 18, 2021. -- Created 1960 Ky. Acts ch. 175, sec. 5, effective June 16, 1960.

177.880 Construction of KRS 177.830 to 177.890. Nothing in KRS 177.830 to 177.890 shall be construed to abrogate or affect the provisions of any municipal ordinance, regulation or resolution which is more restrictive concerning advertising devices than the provisions of KRS 177.830 to 177.890 or of the regulations adopted hereunder; provided that no city, county or urban-county government and no commission, agency or department of any of the foregoing, or any person acting under authority directly or indirectly conferred by any municipal ordinance, regulation or resolution shall have any authority to require any sign or other advertising device which is within its jurisdiction, which was lawfully erected or

installed and which is maintained in good repair to be removed without payment of just compensation as provided under KRS 177.867(2).Effective: March 18, 2021History:Repealed and reenacted 2021 Ky. Acts ch. 44, sec. 9, effective March 18,2021 -- Amended 1980 Ky. Acts ch. 216, sec. 1, effective July 15, 1980. -- Created 1960 Ky. Acts ch. 175, sec. 6, effective June 16, 1960.

177.890 Agreements with United States authorized. The commissioner of highways is hereby authorized to enter into agreements with the United States Secretary of Transportation for the purpose of carrying out the national policy of promoting the safety, convenience and enjoyment of public travel and the free flow of interstate commerce and the protection of the public investment in the national system of interstate and defense highways and federal-aid primary highways within the Commonwealth. Effective: March 18, 2021History: Repealed and reenacted 2021 Ky. Acts ch. 44, sec. 10, effective March18, 2021. -- Amended 1968 Ky. Acts ch. 178, sec. 4. -- Created 1960 Ky. Acts ch. 175, sec. 7.

Ordinance 2024-08

**AN ORDINANCE AMENDING CHAPTER 96 OF THE CODE OF ORDINANCES
OF THE CITY OF MADISONVILLE (RELATING TO PROPERTY TAX)**

Be It Ordained by the City of Madisonville, Kentucky as follows:

§96.01 PROPERTY TO BE ASSESSED AND TAX LEVIED ANNUALLY.

All real and personal property within the corporate limits of the City subject to tax for the City purposes shall be assessed each year as provided by law and ad valorem taxes shall be levied thereon for city purposes.

§96.02 EFFECT ON EXISTING ORDINANCES.

Nothing in this ordinance shall be deemed to effect the validity of any annual tax levy ordinance or any ordinance levying a specific tax and all such ordinances shall remain in full force and effect under their respective terms and conditions.

§96.03 ADOPTING HOPKINS COUNTY ASSESSMENT.

The City does hereby adopt, approve, and elect to use the annual assessment of property prepared for Hopkins County for property situated within the corporate limits of the City as the basis of the ad valorem tax levied herein. The City Clerk shall notify the Commonwealth of Kentucky, Department of Revenue, and the Property Valuation Administrator of Hopkins County, Kentucky, immediately upon election of the City to adopt said assessment. Each year the City shall appropriate and pay to the office of the Hopkins County Property Valuation Administrator a sum for the use of said assessment as prescribed by law.

§96.04 ASSESSMENT DATE.

Pursuant to KRS 132.285, the assessment date for the City shall conform to the assessment date of Hopkins County, the time for levying the city tax rate, fiscal year, and any other dates that will enable the effective adoption of the county assessment, notwithstanding any statutory provisions to the contrary, are hereby designated to conform with the appropriate dates prescribed for the County by statute.

§96.05 DUE AND DELINQUENCY DATES.

(A) All taxes hereunder shall be due and payable on or before November 30, 2024 [2023]. A discount of two percent (2%) shall be allowed on each tax bill for general purposes, if paid on or before October 31, 2024 [2023]. Those tax bills remaining unpaid after November 30, 2024 [2023] shall be declared "Delinquent" and shall bear interest at a rate of twelve percent (12%) per annum, until paid.

(B) In addition, thereto, a penalty of ten percent (10%) of the amount of tax for general assessment shall be added to said bill and collected, being the penalty for nonpayment when due.

§96.06 TAX STATEMENT.

Each year the Finance Director of the City shall prepare and mail a tax statement to each taxpayer at his last known address.

§96.07 FINANCE DIRECTOR TO COLLECT TAXES.

(A) Except as provided herein, all ad valorem taxes levied by the City shall be collected by the Finance Director of the City in the manner and upon the terms prescribed by law.

(B) When the bill has been declared delinquent, the Finance Director shall then proceed with the Collection of the delinquent tax bills, penalty and interest as provided herein, and to enforce the payment of same by distraint or levy and sale of property as provided by law. The Finance Director will also report to the Council monthly the progress made in collecting delinquent taxes during the previous month.

(C) All ad valorem taxes levied against motor vehicles and/or watercraft may be collected by the Clerk of the Hopkins County Court. If such taxes are so collected, the City shall pay to the Clerk such sum as provided by law.

§96.08 AD VALOREM TAX RATES FOR 2024 [2023].

The ad valorem rates for 2024 [2023] shall be as follows:

(A) The tax rate for real estate shall be \$.108 [-120] for each one hundred dollars (\$100.00) of assessed valuation;

(B) The tax rate for motor vehicles and/or watercraft shall be \$.15 for each one hundred dollars (\$100.00) of assessed valuation.

(C) The tax rate for all other tangible personal property shall be \$.1449 [-1549] for each one hundred dollars (\$100.00) of assessed valuation; and

§96.09 USE OF REVENUE

All monies derived herein shall be deposited in the General Fund of the City and shall be used and expended in defraying current, general, and incidental expenses of the City.

The foregoing Ordinance is read and presented to a regular meeting of the City Council of Madisonville Kentucky for first reading on the 19th day of August, 2024 and the second reading on the 3rd day of September, 2024.

RESOLUTION AMENDMENT 2024-24

AMENDMENT TO RESOLUTION OF THE CITY OF MADISONVILLE ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Department of Homeland Security has awarded the 2023 Assistance to Firefighters Grant to the City of Madisonville Fire Department in the amount of \$409,641.90; and

WHEREAS, the purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects that were submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

WHEREAS, the City of Madisonville will provide a match of five percent of the federal funds awarded or [\$20,402.10] ~~\$40,482.10~~;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Madisonville and Madisonville Fire Department hereby accepts the grant award and approves the award letter received from U.S Department of Homeland Security on July 8, 2024 and authorizes Mayor Kevin Cotton or Fire Chief Jason Eli to sign all related documents for acceptance of this grant.

**CITY OF MADISONVILLE
RESOLUTION 2024-30**

**RESOLUTION TO ENTER INTO A CONTRACT WITH THE KENTUCKY
TRANSPORTATION CABINET**

WHEREAS, the City of Madisonville approved the execution of a Memorandum of Agreement to receive Discretionary Funds from the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for in the amount of \$70,000.00 for Bacon Boulevard, and

NOW THEREFORE BE IT RESOLVED, the City of Madisonville does hereby ratify and adopt all statements, representations, warranties, covenants and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated; and

NOW THEREFORE BE IT FURTHER RESOLVED, Mayor Kevin Cotton is hereby authorized and directed to sign said Agreement as set forth on behalf of the City of Madisonville and is hereby authorized and directed to certify thereto.

CITY OF MADISONVILLE
BACON BOULEVARD
\$70,000 – FD39 FUNDS

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND THE
CITY OF MADISONVILLE**

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**,” and the City of Madisonville, 67 North Main Street, Madisonville, KY 42431, hereinafter referred to as the Local Public Agency (“**LPA**”).

WITNESSETH:

WHEREAS, the parties hereto desire to resurface Bacon Boulevard in the city of Madisonville, which shall hereinafter be referred to as the “**Project**;”

WHEREAS, the **LPA** desires to be the lead agency and perform this **Project** to enhance the safety and reliability of roadway connections for the commuting public;

WHEREAS, the **LPA** shall refer to the applicable state requirements listed in the Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

WHEREAS, the **LPA** has asked the **Department** for funding assistance for costs incurred during this **Project**;

WHEREAS, the **Department** agrees this is a worthwhile **Project** and is willing to reimburse the **LPA** up to \$70,000 in state contingency funding (FD39) for the completion of this **Project**; and

**CITY OF MADISONVILLE
BACON BOULEVARD
\$70,000 – FD39 FUNDS**

WHEREAS, any cost in excess of the reimbursement funding (\$70,000) for this **Project** will be the responsibility of the **LPA**.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The **Department** agrees to reimburse the **LPA** up to \$70,000 for completion of work by the **LPA**, or consultants, contractors, or subcontractors hired by the **LPA**, under the obligations of this Agreement for resurfacing Bacon Boulevard (CS 1269) from Milepoint 0.00 extending westerly to Emergency Access Road for approximately 0.334 mile.

This **Project** is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. Any ineligible costs or costs in excess of \$70,000 are the responsibility of the **LPA**. The **LPA** further agrees that they will require, in perpetuity, the placement of a culvert or road tile, for any new entrance constructed, that effects the drainage area, surrounding any of the roads listed in this agreement. The manner as to the implementation of this requirement, shall be at the discretion of the **LPA**.

2. The **Department** has authorized up to \$70,000 in state contingency funding (FD39) for all eligible expenses for this **Project**. This funding shall be made available for reimbursement to the **LPA** for all eligible expenses to the **Project**. The **LPA** shall be responsible for all eligible costs above the \$70,000 as well as any costs deemed ineligible for reimbursement from this **Project**. Any additional funding obligated for the completion of this **Project** shall be evidenced in writing by both parties with a Supplemental Agreement.
3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the **Project** becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of **Project** expenditures may be denied, the **Project** may be cancelled, the timeline extended or the scope amended by the **Department**

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\$70,000 – FD39 FUNDS**

either in whole or in part without penalty. Denial of further reimbursement, **Project** cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the **Department** nor may such denial, cancellation, extension or amendment give rise to any claim against the **Department**.

4. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this **Project** shall be available to reimburse the **LPA** for eligible work activities completed and costs incurred prior to expiration.
5. The **LPA** shall follow state specifications for each necessary phase of this **Project**. The **LPA** shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this **Project** as lead agency. The **LPA** will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the **Department's** District 2 Office in Madisonville. In addition, the **LPA** is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the **LPA** through the **Department's** District 2 Chief District Engineer in Madisonville prior to the awarding of any contract for work or materials to be used on this **Project**.
6. Should the **Project** require any design services, the **LPA** agrees to use only licensed consultants who are pre-qualified to do work for the **Department** or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District 2 Chief District Engineer in Madisonville. The **LPA** shall be responsible for all **Project** design activities, which may be completed either by the **LPA's** staff or a consultant that is to be selected based on qualifications. All design work to be contracted

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must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The **LPA** shall submit and obtain concurrences to the **Department's** District 2 Chief District Engineer in Madisonville final design plans, specifications, and a total estimate prior to any construction. When applicable, the **LPA** must obtain any necessary permits or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the **Project** require the acquisition of any interest in real property by the **LPA**, the **LPA** shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the **Department's** Division of Right of Way and Utilities and shall be subject to review and approval by the **Department**.
8. The **LPA** must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the **Department's** District 2 Office in Madisonville. The **LPA** acknowledges that the **Department** will require the placement of a restrictive easement approved by and in favor of the **Department** in the chain of title of any real property acquired or improved pursuant to the **Project**. If the owner of any real property acquired or improved pursuant to the **Project** is not the **Department** or the **LPA**, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.
9. The **LPA** shall either adopt in writing the **Department's** written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and

**CITY OF MADISONVILLE
BACON BOULEVARD
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Procedures for approval by the **Department's** Division of Right of Way and Utilities. The **LPA** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified appraiser and reviewer list. If the **LPA** chooses to use an acquisition consultant on all or any portion of the **Project**, the selection of the consultant shall be in accordance with the **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the **Department's** Central Office review appraisers, failure to do so will result in the **Project** being ineligible for funding reimbursement. The **LPA** shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary documentation for review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Guidance Manual.

10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the **Project's** survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the **Project**. Correspondence pertaining to utility or railroad coordination must be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility

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coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the **Project**, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the **Project**, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the **Department's** Standard Specifications for Road and Bridge Construction, edition of 2019, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all **Department** List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

12. The **LPA** agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the **Department** for any necessary construction services. The **LPA** shall be responsible for all **Project** construction activities, which may be completed either by the **LPA's** staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the **Department**. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing

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to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The **LPA** must receive **Department** approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the **LPA** as a result of this Agreement.

13. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the **LPA** agrees as follows:

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

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

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- c. The **LPA** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the **LPA's** commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The **LPA** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d. The **LPA** will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The **LPA** will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the **LPA's** noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the **LPA** may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g. The **LPA** will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-contractor or vendor. The **LPA** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

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14. The **LPA** shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the **Department's** specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The **Department** shall have access to the **Project** area and may conduct field reviews of the **Project** at any time. These field reviews are intended to verify status of the **Project**, performance of the contractor, adequacy of the **LPA** oversight, conformance with all laws, regulations, and policies and provide assistance to the **LPA** as may be necessary.
15. The **LPA** may submit to the **Department's** District 2 Office in Madisonville current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the **Department**; however, in no event is the **LPA** to submit billings for work performed for less than a thirty (30) day period. All charges to the **Project** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion.
16. The **LPA** is responsible for ensuring that all **Project** construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The **LPA** will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the **Department's** District 2 Chief District Engineer in Madisonville prior to final payment of the **Project**. When both the **LPA** and the **Department** accept the field work as complete, the **LPA's** project manager shall certify the **Project** was constructed in accordance with the plans and specifications and that all funding authorized on this **Project** has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the **Department's** Final Acceptance Report, the **LPA** will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30

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days, the **LPA** shall provide the **Department** with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.

17. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **LPA** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the **Project** improvements are not maintained as a public facility, the **LPA** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.
18. The **LPA** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **LPA** shall submit to the **Department's** District 2 Office in Madisonville documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.
19. No member, officer, or employee of the **Department** or the **LPA** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **LPA** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **LPA** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the **Department** or **LPA** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.

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20. To the extent permitted by law, the **LPA** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the **Project** or occurring on or near the **Project** site.
21. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.
- a. The **Department** reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **LPA**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **LPA**, its agents, employees and contractors, the **Department** shall reimburse the **LPA** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
- b. The **LPA** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **LPA** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **LPA** to cancel the Project or cancel its obligations under this Agreement, the **LPA** shall reimburse the **Department** for all funding reimbursements made under this Agreement.
- c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **LPA** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **LPA** and the **Department** and be evidenced in writing.
22. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or

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otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

23. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695, “Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract.” The **LPA** hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

24. KRS 45A.485 requires the **LPA** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

The **LPA** shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor’s operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract shall be grounds for the **LPA**’s cancellation of the contract and the contractor’s disqualification from eligibility for future state contracts for a period of two (2) years.

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25. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
26. The **LPA** will pass a resolution authorizing the Mayor to sign this Agreement on behalf of the **LPA**. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the **LPA** agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the **LPA** agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

CITY OF MADISONVILLE

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

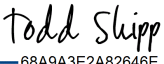
**Kevin Cotton
Mayor**

**Jim Gray
Secretary**

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY

DocuSigned by:

68A9A3F2A82646E...

**Todd Shipp
Office of Legal Services**

DATE: 9/19/2023 _____

**CITY OF MADISONVILLE
RESOLUTION 2024-31**

RESOLUTION TO DECLARE GOLF CARTS AS SURPLUS PROPERTY

WHEREAS, the City of Madisonville Parks Department owns eleven golf carts that are no longer being used.

WHEREAS, the City of Madisonville requests to dispose of the following golf carts by means appropriate according to KRS 82.083:

- Presidential Club Cart – SL 1708-804932
- Presidential Club Cart – SL 1708-804941
- Presidential Club Cart – SL 1708-804942
- Presidential Club Cart – SL 1708-804943
- Presidential Club Cart – SL 1708-804946
- Presidential Club Cart – SL 1708-804947
- Presidential Club Cart – SL 1708-804949
- Presidential Club Cart – SL 1708-805005
- Presidential Club Cart – SL 1708-805006
- Presidential Club Cart – SL 1708-805008
- Presidential Club Cart – SL 1708-805009

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

Permission to close portion of Bayview Drive for Lakeshore Block Party

Homeowners of Bayview Drive have requested to close 1905 – 1946 Bayview Drive on Saturday September 14, 2024 from the hours of 3:00 pm to 9:00 pm for a Lakeshore Block Party. Permission by the homeowners is on the attached sheet.

Dear Kim Blue,

I would like to request a road closure for 1905 -1946 Bayview Drive for Saturday, September 14, 2024 from 1500-2100 hours. The reason for the closure is for a Lakeshore Block Party. The affected property owners have signed below indicating their support of this closure.

If you have any questions please reach out to me.

1905 Bayview - Mary Dahl and Penny Legault

Mary Dahl & Penny Legault

1912 Bayview- John and Amanda Dunning

John and Amanda Dunning

1915 Bayview- Jefferson and Amanda Ralston

Jefferson and Amanda Ralston

1922 Bayview-Debra Tucker

Debra Tucker

1923 Bayview- Ronald and Patricia Noel

Ronald and Patricia Noel

1933 Bayview- Jamie and Kimberly Hureless

Jamie and Kimberly Hureless

1934 Bayview- Lee and Rachel Woehler

Lee and Rachel Woehler

1943 Bayview- Jeffery and Rhonda Nickelson

Jeffery and Rhonda Nickelson

1946 Bayview-Kiah and Leesa Winstead

Kiah and Leesa Winstead

Thanks
John Dunning