



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 July 21, 2025
 - B. Minutes of Special Called Meeting on July 25, 2025
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills and Payroll
- 7. DEPARTMENT REPORTS**
 - A. Zoning Report - June & July
 - B. Business License Report
- 8. COUNCIL COMMITTEE REPORTS**
 - A. Discussion of Tourism Advisory Board Report
- 9. NEW BUSINESS**
 - A. Second Reading of Ordinances
 - A. An Ordinance amending the classification and compensation plan as approved in Ordinance 2025-6
 - B. First Reading Ordinances
 - A. Ordinance amending Chapter 92.03 relating to certain conditions declared a nuisance
 - B. Ordinance amending Chapter 37 relating to boards, commissions and authorities
 - C. Ordinance amending Chapter 156 relating to appeals from the board of adjustments and action by City Council on Zoning Map Amendments
 - C. Resolutions
 - A. Resolution of City of Madisonville for filing of a funding application and appointing Mayor Kevin Cotton as Official Project Representative of Kentucky Water and Wastewater Assistance for Troubled or Economically Restrained Systems
 - B. Resolution to enter into a Statewide Emergency Mutual Aid and Assistance Agreement

- C. Resolution authorizing the Mayor to sign special warranty deed, termination of lease and all necessary paperwork for Land O' Frost
- D. Resolution authorizing Mayor Kevin Cotton to Sign all necessary paperwork for Delta Regional Authority Grant
- E. Resolution authorizing Mayor Kevin Cotton to sign all necessary paperwork for the Kentucky Cabinet for Economic Development Grant
- F. Resolution to surplus equipment of Transportation Department
- G. Resolution to declare sanitation department vehicles and equipment as surplus property
- D. Item for Discussion
 - A. Permission for utility connection outside city limits: Water service for 431 Osborne Lane, Madisonville, Kentucky
- E. Closed Session pursuant to KRS 61.810(c) Discussion of proposed or pending litigation against or on behalf of the public agency

10. ADJOURNMENT



MINUTES

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

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

Glenda Wade

4. **ROLL CALL**

Present: Council Member Misty Cavanaugh, City Council Member Marvin Hightower, Council Member Adam Townsend, City Council Member Larry Noffsinger, Council Member Frank Stevenson, City Council Member Glenda Wade

Absent:

5. **APPROVAL OF MINUTES**

A. Special Called Meeting Minutes

RESULT: Approval of Special Called Meeting Minutes on June 30, 2025
MOVER: City Council Member Larry Noffsinger
SECONDER: City Council Member Marvin Hightower
AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

B. Public Hearing Minutes

RESULT: Approval of Public Hearing Minutes on June 30, 2025
MOVER: City Council Member Larry Noffsinger
SECONDER: Council Member Adam Townsend
AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
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, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

7. DEPARTMENT REPORTS

- A. Fire Department Report
Presented by Chief Jason Eli
- B. Police Department Report
- C. Sports Factory Update
Presented by TJ Phaup
- D. Business License Report

8. NEW BUSINESS

A. Resolutions

- A. Resolution of official intent of the city of Madisonville, Kentucky to finance the acquisition and construction of city public projects from the proceeds of a proposed issue of tax-exempt revenue bonds.

RESULT: Approval of the City of Madisonville to finance the acquisition and construction of public city projects from the proceeds of a proposed issue of tax-exempt revenue bonds
MOVER: Council Member Frank Stevenson
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

B. Item for Discussion

- A. Permission to close Court Street for Trunk or Treat and Car Show

RESULT: Approval to close Court Street for Trunk or Treat and Car Show
MOVER: City Council Member Larry Noffsinger
SECONDER: City Council Member Marvin Hightower

AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

B. Approval of Water Connection for 121 Rainbow Lane, Hanson, Kentucky

RESULT: Approval of Water Connection for 121 Rainbow Lane, Hanson, KY
MOVER: Council Member Adam Townsend
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

9. ADJOURNMENT

RESULT: Motion to Adjourn
MOVER: Council Member Adam Townsend
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None



MINUTES

1. CALL TO ORDER BY COUNCIL MEMBER FRANK STEVENSON

2. ROLL CALL

Present: Council Member Misty Cavanaugh, City Council Member Marvin Hightower, City Council Member Larry Noffsinger, Council Member Frank Stevenson, City Council Member Glenda Wade

Absent: Mayor Kevin Cotton, Council Member Adam Townsend

3. NEW BUSINESS

A. First Reading Ordinances

A. An ordinance amending the classification and compensation plan as approved in Ordinance 2025-6

First Reading - Second Reading will be heard on August 4, 2025.

4. ADJOURNMENT

RESULT: Adjourn
MOVER: Council Member Misty Cavanaugh
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Marvin Hightower, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

Special Called Meeting

	A	B	C	E
1			Bills and Payroll for Council Meeting 08/04/25	
2	Co#		Fund Name	
3	100		General Fund 07/18/25	\$ 344,583.82
4			07/25/25	\$ 174,504.03
5				
6				
7			Total General Fund	\$ 519,087.85
8	190		Sanitation 07/18/25	\$ 77,339.51
9			07/25/25	\$ 43,096.50
10				
11				
12			Total Sanitation	\$ 120,436.01
13	195		Maintenance 07/18/25	\$ 2,840.85
14			07/25/25	\$ 2,431.41
15				
16				
17			TOTAL MAINTENANCE	\$ 5,272.26
18	200		Electric/Utility Office 07/18/25	\$ 181,641.40
19			07/25/25	\$ 52,129.51
20				
21				
22			Total Electric/Utility Office	\$ 233,770.91
23	210		Water and Filter 07/18/25	\$ 92,605.98
24			07/25/25	\$ 87,708.22
25				
26				
27			Total Water Filter	\$ 180,314.20
28	210		Waste Water Collection and Treatment 07/18/25	\$ 22,575.95
29			07/25/25	\$ 98,859.08
30				
31				
32			Total Wastewater Collection and Treatment	\$ 121,435.03
33				
34	Co#	Dept #	Department Name	Amount
35	100	Various	Governmental	\$ 59,655
36	100	2100	Police	\$ 161,884
37	100	2300	Fire	\$ 161,476
38	100	3300	Transportation	\$ 30,143
39	100	5000	Cemetery	\$ 3,394
40	100	7000	Park	\$ 31,253
41	190	3100	Sanitation	\$ 52,113
42		3200	Maintenance Garage	\$ 8,382
43	200	1000/4500	Light Fund	\$ 104,033
44	200	2000	Wastewater Treatment	\$ 20,829
45	200	2001	Wastewater Collection	\$ 38,005
46	200	4700/4600	Water and Filter	\$ 65,233
47			Total Payroll	\$ 736,400
48			Number of Employees Paid August 1, 2025	
49			See next page	

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	8/01/25	7	1	6
100	1200	ADMINISTRATION	8/01/25	8	7	1
100	1400	FINANCE	8/01/25	7	6	1
100	1500	CITY CLERK	8/01/25	2	2	
100	1600	AIRPORT	8/01/25	5	4	1
100	1700	ZONING	8/01/25	2	2	
100	1800	HUMAN RESOURCES	8/01/25	5	4	1
100	2100	POLICE DEPT-MADISONVILLE	8/01/25	56	52	4
100	2150	POLICE FICA	8/01/25	4	3	1
100	2151	DISPATCH	8/01/25	16	16	
100	2200	ALCOHOLIC BEVERAGE CONTROL	8/01/25	1	1	
100	2300	FIRE DEPT-MADISONVILLE	8/01/25	67	67	
100	2350	FIRE FICA/NON HAZARDOUS	8/01/25	1	1	
100	2400	RESTAURANT TAX	8/01/25	1	1	
100	3300	TRANSPORTATION DEPT	8/01/25	18	18	
100	5000	CEMETERY DEPARTMENT	8/01/25	2	2	
100	7000	PARK DEPARTMENT	8/01/25	23	13	10
100	7100	POOL EMPLOYEES	8/01/25	10		10
100	7200	MAHR PARK	8/01/25	11	6	5
190	3100	SANITATION DEPARTMENT	8/01/25	29	29	
190	3200	MAINTENANCE SHOP	8/01/25	4	4	
200	1000	UTILITY OFFICE	8/01/25	14	14	
200	4500	LIGHT DISTRIBUTION DEPT	8/01/25	21	21	
210	2000	WASTEWATER TREATMENT	8/01/25	9	9	
210	2001	WASTEWATER COLLECTION	8/01/25	19	19	
210	2002	ENGINEERING & STORMWATER	8/01/25	7	5	2
211	4600	FILTER DEPARTMENT	8/01/25	12	12	
211	4700	WATER DEPARTMENT	8/01/25	19	19	
		Totals		380	338	42

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	7,221.20	.00	.00	7,221.20
100	1200	ADMINISTRATION	21,585.90	25.46	.00	21,611.36
100	1400	FINANCE	17,383.65	77.46	.00	17,461.11
100	1500	CITY CLERK	4,471.15	24.72	.00	4,495.87
100	1700	ZONING	4,309.46	.00	.00	4,309.46
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	2,433.85	.00	.00	2,433.85
100	2400	RESTAURANT TAX	2,121.79	.00	.00	2,121.79
		Total Government	59,527.00	127.64	.00	59,654.64
100	2100	POLICE DEPT-MADISO	136,276.37	17,310.94	.00	153,587.31
100	2150	POLICE FICA	7,498.03	798.49	.00	8,296.52
		Total Police	143,774.40	18,109.43	.00	161,883.83
100	2300	FIRE DEPT-MADISONV	104,502.36	47,636.08	7,837.10	159,975.54
100	2350	FIRE FICA/NON HAZA	1,500.80	.00	.00	1,500.80
		Total Fire	106,003.16	47,636.08	7,837.10	161,476.34
100	2400	RESTAURANT TAX	.00	.00	.00	.00
		Total Restaurant T	.00	.00	.00	.00
100	3300	TRANSPORTATION DEP	29,678.35	464.19	.00	30,142.54
		Total Transportati	29,678.35	464.19	.00	30,142.54
100	5000	CEMETERY DEPARTMEN	3,353.73	40.66	.00	3,394.39
		Total Cemetery	3,353.73	40.66	.00	3,394.39
100	7000	PARK DEPARTMENT	25,119.83	1,130.34	.00	26,250.17
100	7100	POOL EMPLOYEES	4,938.42	64.89	.00	5,003.31
		Total Park	30,058.25	1,195.23	.00	31,253.48
190	3100	SANITATION DEPARTM	51,251.07	861.54	.00	52,112.61
		Total Sanitation	51,251.07	861.54	.00	52,112.61
190	3200	MAINTENANCE SHOP	8,145.29	236.36	.00	8,381.65
195	3200	MAINTENANCE GARAGE	.00	.00	.00	.00
		Total Maintenance	8,145.29	236.36	.00	8,381.65
200	1000	UTILITY OFFICE	26,709.50	285.73	.00	26,995.23
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	72,452.10	4,585.33	.00	77,037.43
		Total Utility Offi	99,161.60	4,871.06	.00	104,032.66
210	2000	WASTEWATER TREATME	20,179.21	649.95	.00	20,829.16
210	2001	WASTEWATER COLLECT	36,904.27	1,100.95	.00	38,005.22
		Total Wastewater T	57,083.48	1,750.90	.00	58,834.38
211	4600	FILTER DEPARTMENT	22,491.64	2,553.03	.00	25,044.67
211	4700	WATER DEPARTMENT	34,699.13	5,489.58	.00	40,188.71
		Total Water	57,190.77	8,042.61	.00	65,233.38
330	6000	MADISONVILLE SPORT	.00	.00	.00	.00
		Total Sports Comp	.00	.00	.00	.00
		Grand Totals	645,227.10	83,335.70	7,837.10	736,399.90

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	203.25	1.00	.00	204.25
100	1400	FINANCE	225.00	2.25	.00	227.25
100	1500	CITY CLERK	79.00	1.00	.00	80.00
100	1700	ZONING	70.00	.00	.00	70.00
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
100	2400	RESTAURANT TAX	.78	.00	.00	.78
		Total Government	578.03	4.25	.00	582.28
100	2100	POLICE DEPT-MADISO	4,079.00	352.00	.00	4,431.00
100	2150	POLICE FICA	309.75	21.00	.00	330.75
		Total Police	4,388.75	373.00	.00	4,761.75
100	2300	FIRE DEPT-MADISONV	5,142.14	1,826.75	272.00	7,240.89
100	2350	FIRE FICA/NON HAZA	80.00	.00	.00	80.00
		Total Fire	5,222.14	1,826.75	272.00	7,320.89
100	2400	RESTAURANT TAX	.00	.00	.00	.00
		Total Restaurant T	.00	.00	.00	.00
100	3300	TRANSPORTATION DEP	1,254.92	14.75	.00	1,269.67
		Total Transportati	1,254.92	14.75	.00	1,269.67
100	5000	CEMETERY DEPARTMEN	81.13	1.75	.00	82.88
		Total Cemetery	81.13	1.75	.00	82.88
100	7000	PARK DEPARTMENT	1,106.85	43.75	.00	1,150.60
100	7100	POOL EMPLOYEES	446.00	3.50	.00	449.50
		Total Park	1,552.85	47.25	.00	1,600.10
190	3100	SANITATION DEPARTM	2,254.38	24.25	.00	2,278.63
		Total Sanitation	2,254.38	24.25	.00	2,278.63
190	3200	MAINTENANCE SHOP	322.25	6.75	.00	329.00
195	3200	MAINTENANCE GARAGE	.00	.00	.00	.00
		Total Maintenance	322.25	6.75	.00	329.00
200	1000	UTILITY OFFICE	838.24	9.50	.00	847.74
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,703.21	69.50	.00	1,772.71
		Total Utility Offi	2,541.45	79.00	.00	2,620.45
210	2000	WASTEWATER TREATME	645.54	15.75	.00	661.29
210	2001	WASTEWATER COLLECT	1,361.16	34.00	.00	1,395.16
		Total Wastewater T	2,006.70	49.75	.00	2,056.45
211	4600	FILTER DEPARTMENT	879.50	67.25	.00	946.75
211	4700	WATER DEPARTMENT	1,348.10	151.75	.00	1,499.85
		Total Water	2,227.60	219.00	.00	2,446.60
330	6000	MADISONVILLE SPORT	.00	.00	.00	.00
		Total Sports Comp	.00	.00	.00	.00
		Grand Totals	22,430.20	2,646.50	272.00	25,348.70

ZONING & PERMIT OFFICE

YEAR TO DATE ACTIVITY REPORT

June - July 2025

BUILDING PERMITS	CONSTRUCTION COST	# PERMITS ISSUED	FEES CHARGED
Type of Construction			
New Residential/SFD	\$0	0	\$0
Duplex	\$0	0	\$0
Multi-Family	\$0	0	\$0
Residential Addition	\$253,000	4	\$404
Residential Accessory	\$584,435	10	\$783
Residential Alteration	\$100,000	2	\$302
New Commercial	\$53,000,000	2	\$2,921
Commercial Addition	\$28,000	1	\$84
Commercial Accessory	\$1,534,019	2	\$212
Commercial Alteration	\$592,281	5	\$1,282
New Industrial	\$0	0	\$0
Industrial Additon	\$0	0	\$0
Industrial Accessory	\$0	0	\$0
Industrial Alteration	\$0	0	\$0
Other	\$0	0	\$0
TOTAL BUILDILNG PERMITS	\$56,091,735	26	\$5,988

SIGN PERMITS	3	\$250
DEMOLITION PERMITS	6	\$80
HVAC PERMITS	5	\$1,845
CHANGE OF USE PERMITS	0	\$0
ZONING MAP/TEXT AMENDMENTS	0	\$0
ZONING COMPLIANCE REQUESTS	0	\$0
DIMENSIONAL VARIANCE	2	\$200
CONDITIONAL USE	0	\$0
UTILITY REQUESTS	1	\$50
MISCELLANEOUS/ADDITIONAL FEES	4	\$1,290
COA'S (Historic District Commission)	1	N/A
SPECIAL USE PERMITS (Outside Sales)	0	N/A
MOBILE FOOD VENDOR PERMIT	6	\$600
ACTIVITY TOTAL FOR THE MONTH	54	\$10,303

Prepared by: Bonnie Smith, Zoning Administrative Secretary

ZONING & PERMIT OFFICE

YEAR TO DATE ACTIVITY REPORT

January - July 2025

BUILDING PERMITS	CONSTRUCTION COST	# PERMITS ISSUED	FEES CHARGED
Type of Construction			
New Residential/SFD	\$600,000	2	\$570
Duplex	\$0	0	\$0
Multi-Family	\$966,000	1	\$981
Residential Addition	\$368,700	12	\$1,198
Residential Accessory	\$584,435	30	\$1,941
Residential Alteration	\$257,000	5	\$931
New Commercial	\$56,648,000	7	\$7,196
Commercial Addition	\$48,000	2	\$334
Commercial Accessory	\$1,766,569	7	\$1,262
Commercial Alteration	\$14,612,281	26	\$20,734
New Industrial	\$0	0	\$0
Industrial Additon	\$0	0	\$0
Industrial Accessory	\$0	0	\$0
Industrial Alteration	\$0	0	\$0
Other	\$0	0	\$0
TOTAL BUILDILNG PERMITS	\$75,850,985	92	\$35,147
SIGN PERMITS		17	\$1,200
DEMOLITION PERMITS		8	\$130
HVAC PERMITS		26	\$9,800
CHANGE OF USE PERMITS		0	\$0
ZONING MAP/TEXT AMENDMENTS		2	\$500
ZONING COMPLIANCE REQUESTS		0	\$0
DIMENSIONAL VARIANCE		3	\$300
CONDITIONAL USE		4	\$400
UTILITY REQUESTS		1	\$50
MISCELLANEOUS/ADDITIONAL FEES		7	\$2,135
COA'S (Historic District Commission)		2	N/A
SPECIAL USE PERMITS (Outside Sales)		0	N/A
MOBILE FOOD VENDOR PERMIT		32	\$3,200
ACTIVITY TOTAL FOR THE MONTH		194	\$52,862

Prepared by: Bonnie Smith, Zoning Administrative Secretary

CITY OF MADISONVILLE BUILDING PERMIT MONTHLY REPORT

June 2025

Permit Fee Construction Cost Square Feet

Permit #	Issued	Construction Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
7619	6/5/2025	780 University Circle	Alan L' Orange	Legacy Metals	Residential Accessory	Pole Barn	\$229	\$27,499	2250
7620	6/9/2025	825 Grapevine Road	Brondo's	Danny Puckett	Residential Alteration	Single Family Dwelling	\$169	\$70,000	1800
7621	6/12/2025	575 Island Park Drive	Berry Plastics	Melkay	Commercial Alteration	Warehouse	\$395	\$11,731	98000
7622	6/24/2025	163 North Main Street	St Mary's Episcopal Church	Superior Fencing	Commercial Accessory	Privacy Fence	\$25	\$4,615	0
7624	6/16/2025	150 YMCA Drive	YMCA Drive	Pullin Properties	Commercial Alteration	Storage Building	\$112	\$4,500	140
7625	6/17/2025	567 Whittington Drive ULTA Beauty	Ulta Beauty, INC	Commercial Contractors. INC	Commercial Alteration	Retail	\$439	\$500,000	4865
7626	6/24/2025	329 Cathlyn Drive	Matthew Givens	Matthew Givens (Homeowner)	Residential Accessory	Privacy Fence	\$25	\$4,000	0
7627	6/23/2025	1757 AC Slaton Road (KYMEA)	Kentucky Municipal Energy Agency	The Christman Company	New Commercial	Power Generation	\$2,263	\$52,000,000	25160
7628	6/27/2025	425 East Center Street	Hopkins County Library	GBC	Commercial Addition	Library	\$84	\$28,000	420
7629	6/30/2025	2335 Semminal Drive	Alan & Susanne Elliott	Alan & Susanne Elliott	Residential Addition	Living Space	\$184	\$200,000	1680
7630	6/30/2025	3050 Nebo Road (General Electric)	GE Aviation	Downey Professional	Commercial Alteration	IT Room	\$86	\$15,000	450

Totals 11 \$4,011 \$52,865,345

CITY OF MADISONVILLE BUILDING PERMIT MONTHLY REPORT

July 2025

Permit #	Issued	Construction Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
7631	7/1/2025	627 Queen Elizabeth	Bob Thunnholm	Hopkins Co. Gutter & Const./Nathan	Residential Addition	Deck	\$86	\$23,000	450
7632	7/2/2025	980 Summer Street	Joseph Wallace	Joseph Wallace/Summertown	Residential Accessory	Garage/Storage Building	\$97	\$23,000	900
7633	7/2/2025	785 Homewood Drive	James & Layla Smith	James Smith	Residential Accessory	Storage Building	\$75	\$14,000	480
7634	7/17/2025	241 Mitchell Drive	Anthony Petroff	Anthony Petroff	Residential Addition	Covered Patio	\$70	\$15,000	250
7635	7/9/2025	998 McPherson Drive	Alvin Ray Phillips	Alvin Ray Phillips	Residential Accessory	Fence	\$25	\$400	0
7636	7/9/2025	1540 Savannah Drive	Samantha Gallimore	Aloha Pools-Paducah	Residential Accessory	In-Ground Pool	\$50	\$50,000	392
7637	7/11/2025	1892 Bayview Drive	Thomas & Bobbie Hopper	Michael Orten	Residential Addition	Covered Porch	\$64	\$15,000	180
7638	7/14/2025	1115 East Center Street Ideal Market	Rocket Oil	Downey Professional Construction	New Commercial	Convenience Store	\$658	\$1,000,000	5100
7639	7/15/2025	921 National Mine Drive Huck's	Martin and Bailey, INC	Pleasant Excavating	Commercial Accessory	Fuel Canopy	\$187	\$1,529,404	1716
7640	7/16/2025	70 Hickory Drive	Vicki & Terry Lamb	Tennessee Steel Building	Residential Accessory	Pole Barn/Detached	\$121	\$20,500	1200
7641	7/22/2025	221 Hillcrest Drive South	Donovan & Conchita L Cullen	Hop. Co. Gutter & Const/Nathan	Residential Accessory	Above Ground Pool & Deck	\$111	\$18,000	0
7642	7/17/2025	583 Whittington Drive "Dollar Tree"	Greg Kelson	Viper Wall Systems DBA	Commercial Alteration	Retail	\$250	\$61,050	10061
7643	7/21/2025	421 Hall Street	Sumantha Abbott & David Yates	Disaster Team-Owensboro/Adam	Residential Alteration	New Roof System	\$133	\$30,000	1352
7645	7/30/2025	698 Bartlett Avenue	David & Kim Webb	David Webb	Residential Accessory	Storage Building/Shon	\$25	\$8,200	240
7646	7/30/2025	618 Suthard Drive	Jason & Abigail Saddler	Jason Saddler	Residential Accessory	Privacy Fence	\$25	\$3,500	0
Totals					15		\$1,977	\$2,811,054	

START-DT	NAME	DBA
7/01/25	PERFINITI INSURANCE II GREENWOOD 517 US HIGHWAY 31 N IN 46142	
7/03/25	KATELYN PATTERSON HANSON 2320 TUCKER SCHOOLHOUSE RD KY 42413	DBA TRU BLU BBQ
7/23/25	LINDSEY GIBBONS MADISONVILLE 22 MAPLE LANE KY 42431	DBA HAIRAPY LOUNGE
7/15/25	STEPHANIE BENSON SLAUGHTERS 132 FRANK BENSON RD KY 42456	BENSON FARMS BBQ BY STEPHANIE
7/28/25	MAGIC ELECTRIC SAN ANTONIO 6527 DIEGO LN TX 78253	
7/03/25	SANDRA LOGSDON CLARKSON 510 PATTERSON RD KY 42726	B BOYS BBQ
7/01/25	JOSH FOLSOM CAMPBELLSVILLE 1318 HODGENVILLE RD KY 42718	POOFF FREEZE DRIED TREATS
7/28/25	CHRIS SUTTON LEXINGTON PO BOX 11481 KY 40576	SUTTON CONTRACTING, LLC
7/01/25	JOYCE GIBSON DAWSON SPRINGS 8120 ILSLEY RD KY 42408	RED BETTY PIZZA
7/01/25	AUSTIN HOPSON WHITE PLAINS 588 TRABUE RD KY 42464	4 DIAMOND H
7/04/25	MOISES VALENCIANO NEW BURGH 8337 CHESTNUT DR. IN 47630	TULUM'S MEXICAN CUISINE LLC
7/03/25	SARAH CAPEHART EVANSVILLE 318 MAIN ST STE 203 IN 47708	ALEGRIA ACCESSORIES
7/04/25	JAISON MICKEY LOUISVILLE 4515 LOUANE WAY KY 40216	TACO JERK POP UP KITCHEN
7/04/25	RODERICK VAUGHN CLARKSVILLE 926 ROEDEER DR TN 37042	BRUTHA'S BBQ
7/04/25	FALYN SHOEMAKE PADUCAH 711 N 22ND ST KY 42001	MUNCHIE MADNESS LLC
7/04/25	DERRICK CLIFT CLARKSVILLE 3415 SILTY CT TN 37042	RIGHT CHOICE
7/04/25	CRYSTAL VALENTIN CLARKSVILLE 2751 APPELMILL CT TN 37040	E'S SQUEEZED LEMONADES AND SWEETS
7/04/25	MICHELLE FIELDS LOUISVILLE 743 E BROADWAY # 174 KY 40202	BE LAVISH BOUTIQUE LLC

START-DT	NAME	DBA
7/01/25	NICOLAS BARNETT GREENVILLE 163 N PARK DR KY 42345	THE UPPER GRILL
7/04/25	SEAN EDWARDS LEXINGTON 377 E MAIN ST KY 40509	FRESH BOURBON DISTILLING CO.
7/07/25	AUSTIN LAMB MADISONVILLE 104 N SEMINARY ST KY 42431	A & R'S AUTO
7/07/25	FOX PEST CONTROL EVANSVILLE 6050 WEDEKING AVE STE 6 IN 47715	
7/08/25	MICHAEL ORTEN HANSON 1515 ANTIOCH CHURCH RD KY 42413	ORTEN CONSTRUCTION
7/11/25	VICTOR TELLIS JR MADISONVILLE 1983 EDGEWOOD DR KY 42431	G.I. MOW
7/10/25	GREG KELSON SPRINGBORO 884 PLEASANT VALLEY DR OH 45066	VIPER CONSTRUCTION
7/11/25	AARON FUGATE MADISONVILLE 1309 EASTVIEW DR KY 42431	WICK MECHANICAL SOLUTIONS LLC
7/14/25	CAROLA TODD MADISONVILLE 101 RUSH LN KY 42431	RESPIRA HOLISTIC MASSAGE THERAPY
7/15/25	JAMES POWELL ELKTON 221 MINNIE HOLLOW RD KY 42220	POWELLS CONCRETE
7/01/25	JOSH STEPHENS MADISONVILLE 200 E ARCH ST KY 42431	MADCITY SCRUBS LLC
7/22/25	JOSH PARISH HANSON 281 SADDLEBROOK LN KY 42413	STS ELITE PROPERTIES
7/26/25	SHAUWNEY KITTINGER MADISONVILLE 22 MAPLE LN KY 42431	INDULGE ASETHETICS
7/24/25	JOSHUA FRANKLIN MADISONVILLE 303 MEADOW LN KY 42431	DIG IT UP LLC
7/25/25	WESLEY HEHEMANN MADISONVILLE 112 W CENTER ST KY 42431	BADFELLAS
7/25/25	THOMAS HAWKINS II HANSON 9645 HANSON RD KY 42413	HAWKINS REPAIR
7/28/25	JULIA BODELASSE BERNARDO CORYDON 4833 RUBY RD KY 42406	
7/29/25	JONATHAN TINSLEY EDDYVILLE 1201 US HWY 641 N KY 42038	JT'S WINGZ & THANGZ

LF498R

CITY OF MADISONVILLE
NEW BUSINESSES
FROM 7/01/25 TO 7/31/25

PAGE - 3
DATE - 7/30/25
TIME - 8.00

START-DT NAME

DBA

7/30/25 JAIVEON EAVES

DREAM CHASERS TRAINING

HANSON 2275 TUCKER SCHOOLHOUSE RD KY 42413

**CITY OF MADISONVILLE
ORDINANCE 2025-9**

**AN ORDINANCE AMENDING THE CLASSIFICATION AND
COMPENSATION PLAN AS APPROVED IN ORDINANCE 2025-6**

CLASSIFICATION AND COMPENSATION PLAN is hereby amended to add the following title and compensation range:

Title	Compensation Range	
	Minimum	Maximum
<u>City Attorney</u>	<u>\$32,000.00</u>	<u>\$90,000.00</u>

All other terms and conditions shall remain the same.

**City of Madisonville
Ordinance 2025-10**

**AN ORDINANCE AMENDING CHAPTER 92.03 OF THE
CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO
CERTAIN CONDITIONS DECLARED A NUISANCE**

§ 92.03 CERTAIN CONDITIONS DECLARED A NUISANCE is hereby amended to add the following language:

(N) Stagnant Water. Any water that is allowed to collect and lie stagnant in which mosquitoes breed, or are likely to breed. Any such premises or vacant lot is declared a nuisance and dangerous to the health of the people. The collections of water referred to herein shall be held to be those contained in ditches, ponds, pools, excavations, holes, depressions, open cesspools, privy vaults, fountains, cisterns, tanks, shallow wells, barrels, troughs, except horse troughs in frequent use, eaves, gutters, flat roofs, birdbaths, swimming pools of all types, tires, urns, urn cans, boxes, bottles, tubs, buckets, or other similar containers.

(O) Clutter. An accumulation of new or salvaged construction materials, salvaged metal, aluminum, plastic products, wooden or plastic pallets, tools (working or nonworking), auto parts, furniture (in disrepair), appliances, televisions, broken toys, clothing, inoperable lawn mowers, motorcycles or all-terrain vehicles, shopping carts, bicycles in disrepair or scattered around on the subject property, or any other like materials accumulated in a disorderly, unsightly manner.

All other terms and conditions shall remain the same.

ORDINANCE 2025-11

First Reading Summary

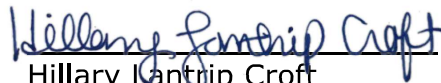
Prepared pursuant to KRS 83A.060(4)

This ordinance amends Chapter 37 of the City of Madisonville Code of Ordinances to establish a Code Enforcement Board pursuant to Kentucky Revised Statutes. The Board will provide a streamlined process for enforcing civil violations of city ordinances related to public nuisances and property maintenance, including tall grass, debris, and unsafe structures.

The ordinance outlines the Board's structure, appointment of members, enforcement authority, and procedures for issuing notices of violation, citations, hearings, and appeals. It also authorizes the city to abate certain violations and recover costs through liens.

The goal is to improve enforcement efficiency, enhance property standards, and ensure due process for property owners while maintaining community health and safety.

Prepared and approved by:

A handwritten signature in blue ink, reading "Hillary Lantip Croft", is written over a horizontal line.

Hillary Lantip Croft
City Attorney
City of Madisonville, Kentucky
Date: 07/31/2025

**City of Madisonville
Ordinance 2025-11**

**AN ORDINANCE AMENDING CHAPTER 37 OF THE CITY OF MADISONVILLE
CODE OF ORDINANCES RELATING TO BOARDS, COMMISSIONS AND
AUTHORITIES**

CHAPTER 37.11: CODE ENFORCEMENT BOARD

Section

- 37.12 Definitions
- 37.13 Code Enforcement Board; establishment and members
- 37.14 Scope of Enforcement Authority
- 37.15 Enforcement powers
- 37.16 Appointment of members; term of office; vacancies; removal from office; oath; training
- 37.17 Organization of Board; meetings; quorum
- 37.18 Conflict of interest
- 37.19 Powers of the Code Enforcement Board
- 37.20 Enforcement proceedings
- 37.21 Hearing; notice; and final order
- 37.22 Presentation of cases
- 37.23 Appeals; final judgment
- 37.24 Lien; fines, charges and fees
- 37.25 Lienholder notification system
- 37.26 Liens
- 37.27 Civil penalties

§ 37.12 DEFINITIONS.

The definitions set forth in KRS 65.8805 and KRS 65.8840 are incorporated herein by reference as though fully set forth, and public nuisance conditions as defined in § 92.03 of the Madisonville Code of Ordinances shall also serve as guidance for enforcement purposes.

§ 37.13 CODE ENFORCEMENT BOARD; ESTABLISHMENT AND MEMBERS.

There is hereby created pursuant to KRS 65.8801 to KRS 65.8839, a Code Enforcement Board which shall be composed of five (5) members, all of whom shall be residents of the city for a period of at least one (1) year prior to the creation of the board and shall reside there throughout the term in office.

§ 37.14 SCOPE OF ENFORCEMENT AUTHORITY.

The Code Enforcement Board shall have authority to adjudicate violations of the City of Madisonville Code of Ordinances related to public nuisances and property maintenance, including but not limited to Chapter 92 (Nuisances) and all ordinances adopting or enforcing property maintenance standards such as the International Property Maintenance Code.

§ 37.15 ENFORCEMENT POWERS.

(A) The Code Enforcement Board shall have the power to issue remedial orders and impose civil fines as a method of enforcing city ordinances when a violation of the ordinance has been classified as a civil offense.

(B) The Code Enforcement Board shall not have the authority to enforce any ordinance the violation of which constitutes a criminal offense under any provision of the Kentucky Revised Statutes, including specifically, any provision of the Kentucky Penal Code and any moving motor vehicle offense.

§ 37.16 APPOINTMENT OF MEMBERS; TERM OF OFFICE; VACANCIES; REMOVAL FROM OFFICE; OATH; TRAINING.

(A) Appointment. Members of the Code Enforcement Board shall be appointed by the executive authority of the city, subject to the approval of the legislative body.

(B) Term of office.

(1) Initial appointments. The initial appointment to the Code Enforcement Board shall be as follows:

(a) Two (2) members of the board shall be appointed for a term of one (1) year;

(b) Two (2) members of the board shall be appointed for a term of two (2) years;
and

(c) One (1) member of the board shall be appointed for a term of three (3) years.

(2) All subsequent appointments shall be for a term of three (3) years. A member may be reappointed, subject to the approval of the legislative body.

(D) Vacancies. Any vacancy on the Code Enforcement Board shall be filled by the executive authority, subject to approval of the legislative body within sixty (60) days of the vacancy. If the vacancy is not filled within that time period, the remaining board

members shall fill the vacancy. A vacancy shall be filled for the remainder of the unexpired term.

(E) Removal from office. A board member may be removed from office by the executive authority for misconduct, inefficiency, or willful neglect of duty. The executive authority shall submit a written statement to the member and the legislative body setting forth the reasons for removal. The member so removed shall have the right of appeal to the Hopkins Circuit Court.

(F) Oath. All members of the Code Enforcement Board must, before entering upon the duties of their office, take the oath of office prescribed by Section 228 of the Kentucky Constitution.

(G) Members disallowed to hold other positions with the city. No member of the board shall hold any elected or nonelected office, paid or unpaid, or any position of employment with the city.

§ 37.17 ORGANIZATION OF BOARD; MEETINGS; QUORUM.

(A) Chair. The Code Enforcement Board shall annually elect a chair from among its members. The chair shall be the presiding officer and a full voting member of the board. If the chair is not present, the board shall select one of its members to preside in place of and exercise the powers of the chair.

(B) Meetings. Meetings of the Board shall be held as necessary on the fourth Monday at 5:30 p.m. at City Hall, 67 North Main Street, Madisonville, Kentucky to enforce all civil offenses established by the Madisonville Code of Ordinances. Meetings other than those regularly scheduled shall be special meetings or emergency meetings held in accordance with the requirements of the Kentucky Open Meetings Act.

(C) Open meetings. All meetings and hearings of the board shall be held in accordance with the requirements of KRS 65.8815(5) and the Kentucky Open Meetings Act.

(D) Quorum. The presence of at least a majority of the Code Enforcement Board's entire membership and/or alternate membership shall constitute a quorum. The affirmative vote of a majority of a quorum of the board shall be necessary for any official action to be taken.

(E) Minutes. Minutes shall be kept for all proceedings of the board and the vote of each member on any issue decided by the board shall be recorded in the minutes.

(F) Clerical and administrative assistance. The city shall provide clerical and administrative personnel as reasonably required by its Code Enforcement Board for the proper conduct of its duties.

§ 37.18 CONFLICT OF INTEREST.

Any member of the board who has any direct or indirect financial or personal interest in any matter to be decided shall disclose the nature of the interest and shall disqualify

himself from voting on the matter in which he has an interest and shall not be counted for purposes of establishing a quorum.

§ 37.19 POWERS OF THE CODE ENFORCEMENT BOARD.

The Code Enforcement and Nuisance Board shall have the following powers and duties:

(A) To adopt rules and regulations to govern its operations and the conduct of its hearings.

(B) To conduct hearings to determine if there has been a violation of an ordinance over which it has jurisdiction.

(C) To subpoena alleged violators, witnesses and evidence to its hearings. Subpoenas issued by the Code Enforcement Board may be served by any Code Enforcement Officer.

(D) To take testimony under oath. The chair shall have the authority to administer oaths for the purpose of taking testimony.

(E) To make findings of fact and issue orders necessary to remedy any violation of a city ordinance or code provision which the board is authorized to enforce, specifically including, but not limited to:

(1) *Abatement of violation.* If the owner of property in violation of any city ordinance enforced under this subchapter fails to properly cure or remedy the violation within the time prescribed in the notice of violation or within the time given by this subchapter following the entry of an order by the Code Enforcement Board, whichever is later, then the city, in its discretion and without obligation, may enter upon the real estate and take such action as it deems appropriate to cure the violation and abate the nuisance. Such action may include, but not be limited to, the cutting or removing of grass and weeds which exceed 12 inches in height, the removal of trash, debris, garbage, commercial refuse, building material, waste, junk, litter, overgrowth vegetation, dead and deteriorated trees and other matter constituting a violation;

(2) *Assertion of lien.* The city shall have the right to assert a lien against the real estate for the reasonable value of labor, materials, and equipment used in remedying the situation, together with all civil penalties, together with all attorneys' fees, costs, and expenses incurred by the city as a result of enforcing any ordinance and the lien. The affidavit of the Code Enforcement Officer shall constitute prima facie evidence of the amount of the lien and the regularity of the proceedings pursuant to the ordinance, and shall be recorded in the Office of the County Clerk. The lien shall be notice to all persons from the time of its recording and shall bear interest thereafter at the rate of 12% per annum until paid. The lien created shall be superior to and have priority over all other liens, except state, county, school board and city taxes, and may be enforced by judicial proceedings. In addition to enforcement of the lien described above, the owners of real estate upon which a lien has been attached pursuant to this subchapter shall be jointly and severally liable for the amount of the lien, including all interest, civil penalties, attorneys' fees incurred by the city, expenses of litigation, court costs, and other

charges, and the city may bring a civil action against any owners and shall have the remedies as provided for the recovery of a debt owed.

(3) *Other remedies.* Nothing contained herein shall prohibit the city from pursuing any other remedy available, including, without limitation, applying for injunctive relief or correcting the violation itself, after notice, as provided in this chapter or any ordinance.

(F) To impose civil fines, as authorized, on any person found to have violated an ordinance over which the board has jurisdiction.

§ 37.20 ENFORCEMENT PROCEEDINGS.

The following requirements shall govern all enforcement proceedings before the Board:

(A) Enforcement proceedings before the Code Enforcement and Nuisance Board shall only be initiated by the issuance of a citation by a Code Enforcement Officer.

(B) Except as provided in division (C) below, if a Code Enforcement Officer reasonably believes, based on his or her personal observation or investigation, that a person has violated a city ordinance, he or she shall issue a notice of violation to the offender allowing the offender a specified period of time to remedy or abate the violation without fine. If the offender fails or refuses to remedy the violation within the time specified, the Code Enforcement Officer is authorized to issue a citation.

(C) Nothing in this chapter shall prohibit the city from taking immediate action to remedy a violation of its ordinances when there is reason to believe that the violation presents a serious threat to the public health, safety, and welfare, or if in the absence of immediate action, the effects of the violation will be irreparable or irreversible.

(D) The Code Enforcement Officer may issue the citation by:

(1) Personal service to the alleged violator;

(2) Leaving a copy of the citation with any person eighteen (18) years of age or older, who is on the premises, if the alleged violator is not on the premises at the time the citation is issued;

(3) Mailing a copy of the citation by regular, first-class mail to the owner of record and the alleged violator; or

(3) Posting a copy of the citation in a conspicuous place on the premises and mailing a copy of the citation by regular, first class mail to the owner of record of the property, if no one is on the premises at the time the citation is issued.

(E) The citation issued by the Code Enforcement Officer shall contain the following information:

(1) The date and time of issuance;

(2) The name and address of the person to whom the citation is issued;

- (3) The date and time the offense was committed;
- (4) The facts constituting the offense;
- (5) The section of the code or the number of the ordinance violated;
- (6) The name of the Code Enforcement Officer;
- (7) The civil fine that will be imposed for the violation if the person does not contest the citation;
- (8) The maximum civil fine that may be imposed if the person elects to contest the citation;
- (9) The procedure for the person to follow in order to pay the civil fine or to contest the citation; and
- (10) A statement that if the person fails to pay the civil fine set forth in the citation or contest the citation, within the time allowed: (a) the person shall be deemed to have waived the right to a hearing before the Code Enforcement Board to contest the citation; (b) the determination that a violation committed shall be final; and (c) deemed to have waived the right to appeal the final order to the District Court.

(F) After issuing a citation to an alleged violator, the Code Enforcement Officer shall notify the Code Enforcement Board by delivering the citation to City Clerk/Treasurer.

(G) (1) The person to whom the citation is issued shall respond to the citation within seven days of the date of issuance by either paying the civil fine or requesting, in writing, a hearing before the Board to contest the citation. If the person fails to respond to the citation within seven days, the person shall be deemed to have waived the right to a hearing or appeal and the determination that a violation was committed shall be considered final. In this event, the citation as issued shall be deemed a final order determining that the violation was committed and imposing the civil fine as set forth in the citation, and the person shall be deemed to have waived the right to appeal the final order to District Court.

(2) Notice of a final order shall be provided to the cited violator by regular first class mail, certified mail, return receipt requested, personal delivery, or by leaving the notice at the person's usual place of residence with any individual residing therein who is eighteen (18) years of age or older and who is informed of the contents of the notice.

(H) If the alleged violator does not contest the citation within the time prescribed, the Board shall enter a final order determining that the violation was committed and impose the civil fine set forth in the citation. A copy of the final order shall be served on the person guilty of the violation.

§ 37.21 HEARING; NOTICE; AND FINAL ORDER.

(A) Scheduling of hearings. When a hearing has been requested, the Code Enforcement Board or its administrative staff shall schedule a hearing.

(B) Notice. Not less than seven (7) days before the date of the hearing, the board shall notify the requester of the date, time, and place of the hearing. The notice may be given by certified mail, return receipt requested; by personal delivery; or by leaving the notice at the person's usual place of residence with any individual residing therein who is eighteen years (18) of age or older and who is informed of the contents of the notice.

(C) (1) Failure to appear at hearing. Any person requesting a hearing who fails to appear at the time and place set for the hearing shall be deemed to have waived the right to a hearing to contest the citation, and the determination that a violation was committed shall be final. In this event, the citation as issued shall be deemed a final order determining the violation was committed and imposing the civil fine set forth in the citation, and the alleged violator shall be deemed to have waived the right to appeal the final order to District Court.

(2) Notice of a final order shall be provided to the cited violator by regular first class mail; certified mail, return receipt requested; personal delivery, or by leaving the notice at the person's usual place of residence with any individual residing therein who is eighteen (18) years of age or older and who is informed of the contents of the notice.

(D) Testimony. All testimony shall be taken under oath and recorded. Testimony shall be taken from the Code Enforcement Officer, the alleged violator, and any witnesses to the violation offered by the Code Enforcement Officer or alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(E) Findings of fact and final determination. The Code Enforcement Board shall, based on the evidence, determine whether a violation was committed. If the Board determines that no violation was committed, an order dismissing the citation shall be entered. If the board determines that a violation was committed, the Board shall issue an order upholding the citation and either imposing a fine up to the maximum authorized by this or another ordinance, or requiring the offender to remedy a continuing violation within a specified time, or both.

(F) Final orders to be written.

(1) Every final order of the Code Enforcement Board shall be reduced to writing, which shall include the findings and conclusions of the board and the date the order was issued. A copy shall be furnished to the person named in the citation. If the person named in the citation is not present when the final order is issued, the order shall be delivered to that person by certified mail, return receipt requested; by personal delivery; or by leaving a copy of the order at the person's usual place of residence with any individual residing therein who is eighteen (18) years of age or older and who is informed of the contents of the order.

§ 37.22 PRESENTATION OF CASES.

Each case before The Code Enforcement Board shall be presented by an attorney selected by the city, a Code Enforcement Officer for the city, or by a member of the city's administrative staff. The city attorney may either be counsel to the Code

Enforcement Board or may present cases before the Code Enforcement Board, but shall in no case serve in both capacities.

§ 37.23 APPEALS; FINAL JUDGMENT.

(A) Appeal. An appeal from any final order of the Code Enforcement Board may be made to the Hopkins County District Court within thirty (30) days of the date the order is issued. The appeal shall be initiated by the filing of a complaint and a copy of the board's order in the same manner as any civil action under the Kentucky Rules of Civil Procedure. The appeal shall be tried de novo. A judgment of the district court may be appealed to the Hopkins Circuit Court in accordance with the Kentucky Rules of Civil Procedure.

(B) Final judgment. If no appeal from a final order of the board is filed within the time period set in division (A) above, the board's order shall be deemed final for all purposes.

§37.24 FINES; LIENS; CHARGES AND FEES.

Violations of ordinances that are enforced by the city code enforcement board shall be subject to the following schedule of civil fines:

(A) If a citation for a violation of an ordinance is not contested by the person charged with the violation, the penalties set forth in this subsection shall apply:

<u>Violation</u>	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>
<u>Animals</u>	<u>\$50.00</u>	<u>\$100.00</u>	<u>\$150.00</u>
<u>Mowing</u>	<u>\$50.00 plus mowing expenses</u>	<u>\$100.00 plus mowing expenses</u>	<u>\$150.00 plus mowing expenses</u>
<u>Garbage, commercial refuse</u>	<u>\$50.00</u>	<u>\$100.00</u>	<u>\$150.00</u>
<u>Unsafe & Unfit Structure Code</u>	<u>\$100.00</u>	<u>\$150.00</u>	<u>\$150.00</u>
<u>Any other nuisance covered under code of ordinances</u>	<u>\$50.00</u>	<u>\$100.00</u>	<u>\$150.00</u>

(b) If the citation is contested and a hearing before the code enforcement board is required, the following maximum penalties may be imposed at the discretion of the code enforcement board:

<u>Violation</u>	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>
<u>Animals</u>	<u>\$100.00</u>	<u>\$150.00</u>	<u>\$200.00</u>
<u>Mowing</u>	<u>\$100.00 plus mowing expenses</u>	<u>\$150.00 plus mowing expenses</u>	<u>\$200.00 plus mowing expenses</u>
<u>Garbage, commercial refuse</u>	<u>\$100.00</u>	<u>\$150.00</u>	<u>\$200.00</u>
<u>Unsafe & Unfit Structure Code</u>	<u>\$200.00</u>	<u>\$500.00</u>	<u>\$750.00</u>
<u>Any other nuisance covered under code of ordinances</u>	<u>\$100.00</u>	<u>\$150.00</u>	<u>\$200.00</u>

(B) The city shall possess a lien on property owned by the person found by a non-appealable final order, or by a final judgment of the court, to have committed a violation of a city ordinance. The lien shall be for all civil fines assessed for the violation and for all charges and fees incurred by the city in connection with the enforcement of the ordinance, including abatement costs and attorney's fees. An affidavit of the Code Enforcement Officer shall constitute prima facie evidence of the amount of the lien and regularity of the proceedings pursuant to KRS 65.8801 to 65.8839.

(C) The lien shall be recorded in the office of the County Clerk. The lien shall be notice to all persons from the time of its recording and shall bear interest until paid. The lien shall continue for ten (10) years following the date of the non-appealable final order or final court judgment.

(D) The lien shall take precedence over all other liens, except state, county, school board, and city taxes, and may be enforced by judicial proceedings, including a foreclosure action.

(E) In addition to the remedy prescribed in division (A) the person found to have committed the violation shall be personally responsible for the amount of all civil fines assessed for the violation and for all charges, fees, attorney's fees, and abatement costs incurred by the city in connection with the enforcement of the ordinance. The city may bring a civil action against the person and shall have the same remedies as provided for the recovery of a debt.

§ 37.25 LIENHOLDER NOTIFICATION SYSTEM.

The city shall obtain and maintain priority over previously filed liens in accordance with the following provisions:

(A) Individuals and entities, including but not limited to lienholders, may register with the city to receive electronic notification of final orders;

(B) To receive the notification, the registrant shall submit the following information to the City Clerk:

(1) Name;

(2) Mailing address;

(3) Phone number; and

(4) Electronic mailing address.

(C) A registrant may use the form provided on the city web site to submit the information required in division (B). It shall be the responsibility of the registrant to maintain and update the required contact information with the city. The city shall inform a registrant of any evidence received that the electronic mailing address is invalid or not functional so that the registrant may provide an updated electronic mailing address.

(D) Once per month, the city shall send electronic mail notification of all final orders since the last date of notification to each party registered pursuant to this section. The notification shall provide an electronic link to the city code enforcement database located on the city web site. The database shall include the following information regarding each final order:

(1) The name of the person charged with a violation;

(2) The physical address of the premises where the violation occurred;

(3) The last known mailing address for the owner of the premises where the violation occurred;

(4) A specific description of the citation leading to the final order, including the citation detail set forth in KRS 65.8825(4)(a) to (h), which may be satisfied by including a copy of the full citation;

(5) The findings of the final order, including the penalty or penalties imposed by the final order, which may be satisfied by providing a copy of the full final order; and

(6) The status of the final order in regards to its ability to be appealed.

(E) If an appeal is filed on a final order pursuant to this chapter, the city shall send electronic mail notification to all registrants.

(F) Within ten (10) days of the issuance of a final order pursuant to this chapter, the city shall update its code enforcement database to reflect the issued final order, and

shall post the notification required by division (D) of this section containing an updated link to the code enforcement database on the city web site.

(G) The city shall maintain the records created under this section for ten (10) years following their issuance.

§ 37.26 LIENS.

(A) A lienholder of record who has registered pursuant to § 37.23 may, within forty-five (45) days from the date of issuance of notification under § 37.23 may:

(1) Correct the violation, if it has not already been abated; or

(2) Pay all civil fines assessed for the violation, and all charges and fees incurred by the city in connection with enforcement of the ordinance, including attorney's fees and abatement costs.

(B) Nothing in this section shall prohibit the city from taking immediate action if necessary under § 33.17.

(C) The lien provided by § 37.23 shall not take precedence over previously recorded liens if:

(1) The city failed to comply with the requirements of § 37.23 for notification of the final order; or

(2) A prior lienholder completed the actions listed in division (A).

(D) A lien that does not take precedence over previously recorded liens under division (C) shall, if the final order remains partially unsatisfied, continue to take precedence over all other subsequent liens except liens for state, county, school board and city taxes.

(E) The city may record a lien before the forty-five (45) day period established in division (A) expires. If the lien is fully satisfied prior to the expiration of the forty-five (45) day period, the city shall release the lien in the County Clerk's office where the lien is recorded within fifteen (15) days of satisfaction.

(F) Failure of the city to comply with § 37.23 or this section, or failure of a lien to take precedence over previously filed liens as provided in division (C) of this section, shall not limit or restrict any other remedies the city has against the property of the violator.

§ 37.27 IMMEDIATE ACTION.

Nothing in this ordinance shall prohibit the city from taking immediate action to remedy a violation of its ordinances when there is reason to believe that the violation presents a serious threat to the public health, safety and welfare or if in the absence of immediate action, the effects of the violation will be irreparable or irreversible.

**City of Madisonville
Ordinance 2025-12**

**AN ORDINANCE AMENDING CHAPTER 156 OF THE
CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO
APPEALS FROM THE BOARD OF ADJUSTMENTS AND
ACTION BY CITY COUNCIL ON ZONING MAP AMENDMENTS**

§ 156.107 APPEALS FROM THE BOARD OF ADJUSTMENTS.

Any person or entity aggrieved by any decision of the Board of Adjustments and that owns real property within the same zone where the property that is subject of the final action is located may seek relief by a court of record of such decision in the manner provided by the laws of the Commonwealth of Kentucky and particularly by KRS 100.347. Appeal shall be filed within thirty (30) days after final action of the Board of Adjustments.

§ 156.206 ACTION BY CITY COUNCIL ON ZONING MAP AMENDMENTS.

If an aggrieved person or the City Council files a written request that the final decision for a map amendment is to be made by the City Council, the City Council shall have the final decision on the application of the zoning map amendment. The City Council shall make their own findings of fact and conclusions of law by reviewing the record made by the Planning Commission or hold their own trial type hearing giving notice as set forth in KRS Ch. 424, 100.211, and 100.212. Council action must be in accordance with the following:

(A) A vote on a zoning change shall be taken in not more than ninety (90) days after the Planning Commission takes its final action upon the proposed amendment.

(B) It shall take a majority of the entire City Council to override the recommendation of the Planning Commission and it shall take a majority of the entire City Council to adopt a zoning map amendment whenever the Planning Commission forwards the application to the City Council without a recommendation of approval or disapproval due to a tie vote.

(C) Unless a majority of the entire City Council votes to override the Planning Commission's recommendation, such recommendation shall become final and effective and if a recommendation of approval was made by the Planning Commission, the ordinance of the City Council adopting the zoning map amendment shall be deemed to have passed by operation of law.

(D) Any person or entity claiming to be aggrieved by any final action of the legislative body relating to a map amendment and that owns real property within the same zone where the property that is subject of the final action is located shall appeal from the action to the Hopkins County Circuit Court. The appeal shall be taken within thirty (30) days after the final action of the legislative body.

RESOLUTION 2025-21

Authorizing Resolution of City of Madisonville for Filing of a Funding Application and Appointing Appropriate Local Government Official and Successors-in-Title as Official Project Representative of a Kentucky Water and Wastewater Assistance for Troubled or Economically Restrained Systems (KY WWATERS) Program Project

WHEREAS, the City of Madisonville proposes to complete a capital project as identified in the Water Resource Information System (WRIS) as **WX21107080** and,

WHEREAS, the City of Madisonville endorses said project, and,

WHEREAS, under the terms of amendments to KRS 224A, the KY WWATERS Program was established to provide for a funding application and evaluation process for eligible public water and wastewater systems to seek funds from the General Assembly, and,

WHEREAS, the purposes proposed for either capital or non-capital expenses by the City of Madisonville within the area of Hopkins County are considered eligible for such funding assistance.

NOW THEREFORE, BE IT RESOLVED by the City of Madisonville that Mayor Kevin Cotton and Successors-in-Title are hereby authorized to execute and submit an application through the Kentucky Infrastructure Authority with such assurances and required supporting data as is necessary to obtain funding assistance from the KY WWATERS Program for the proposed capital or non-capital project, and are hereby authorized as City of Madisonville Official Project Representative to carry out necessary negotiations for and administer the funding assistance the applicant may obtain from the KY WWATERS Program.

Adopted this _____ day of _____, 2025.

Kevin Cotton
City of Madisonville, Kentucky

ATTEST: _____
Kim Blue, City Clerk

7/15/2024

RESOLUTION 2025-22

BE IT RESOLVED BY City of Madisonville OF Madisonville, Kentucky
(Governing Body) (City or County)

that the Statewide Emergency Management Mutual Aid and Assistance Agreement is hereby approved and adopted, and

THAT Kevin Cotton Mayor
(Name of Primary Representative) (Official Title)

A N D R o b S a i n t City Administrator
(Name of Alternate Representative) (Official Title)

are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for, and on behalf of, the City of Madisonville, Kentucky

(Name of City, County, or Entity)

a public entity established under the laws of the Commonwealth of Kentucky and for the purpose of entering into the agreement and thereby become a party to the Emergency Management Mutual Aid and Assistance Agreement.

Passed and approved this 4th day of August, 2025.

Motion by: _____
Name & Title

Second by: _____
Name & Title

CERTIFICATION

I, Kim Blue, duty appointed City Clerk of the City of Madisonville do hereby certify that the
(Title) (City, County, or Other Entity)

above is a true and correct copy of the resolution passed and approved by the City of Madisonville
(City, County, or Other Entity)

on the 4th day of August, 2025.

(Signature)

(Date)

**STATEWIDE
EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT**

Part II. List of Authorized Representatives to Contact for Emergency Assistance

For City of Madisonville
(Political Subdivision)

PRIMARY REPRESENTATIVE:

Name: Kevin Cotton Title: Mayor
Address: 67 North Main Street City: Madisonville State: KY.
Zip Code: 42431 Phone: 270-824-2101 FAX: N/A
Pager: N/A E-Mail: kcotton@madisonvillegov.com
Cell Phone: 270-875-2027

ALTERNATE REPRESENTATIVE:

Name: Rob Saint Title: City Administrator
Address: 67 North Main Street City: Madisonville State: KY.
Zip Code: 42431
Phone: 270-824-2101 FAX: N/A
Pager: N/A E-Mail: kcotton@madisonvillegov.com
Cell Phone: 270-875-2027

STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

This Agreement is between each local entity in the Commonwealth of Kentucky that officially approves and adopts the Agreement and thereby becomes a party to the Agreement. Each party agrees to execute the Agreement and provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, the Commonwealth of Kentucky is geographically vulnerable to a variety of emergencies and disasters; and

WHEREAS, the local entities located in the Commonwealth of Kentucky recognize the importance of having each local entity respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster; and

WHEREAS, each local entity in Kentucky is encouraged to become a party to this Agreement to ensure the statewide availability of mutual aid and assistance to disaster or emergency impacted communities as quickly, efficiently, and effectively as possible; and

WHEREAS, pursuant to KRS 65.210, et seq, a local entity entering into a mutual aid and assistance agreement may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, each local entity that has chosen to become a party to this agreement wishes to provide mutual aid and assistance to other parties in time of emergency or disaster;

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" means the Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" means supplies, equipment, facilities, personnel, services, and other resources.

"Authorized representative" means the employee of a party who has been authorized in writing by that party, or their designee, to request, offer, or otherwise provide aid and assistance under the terms of this Agreement.

"Disaster" means any incident or situation declared as such by executive order of the President of the United States pursuant to federal law, the Governor of the Commonwealth of Kentucky, the executive authority of local government, or executive authority of local emergency management, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military or paramilitary cause.

"Emergency" means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment.

"Local emergency declaration" means the legal written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred or is imminent.

"Local emergency management agency" means the organizational unit of the executive branch of a city, or cities acting jointly, county, urban-county, or charter county government, or counties acting jointly, created

pursuant to Kentucky Revised Statutes Chapter 39B, with primary jurisdiction, responsibility, and authority for emergency management program activities within the geographical boundaries of a party.

"Local entity" means a county, urban-county, charter-county, city, or other general or special purpose unit of government created under Kentucky law with the express power and authority to enter into and execute a contract.

"Party" means a local entity that has officially approved and adopted this Agreement by resolution of its governing body.

"Provider" means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this Agreement.

"Recipient" means a party that requests or receives aid and assistance from a provider pursuant to this Agreement.

SECTION II. INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES—AGREEMENT ADMINISTRATOR

- A. As this Agreement is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when a party is requested to provide aid and assistance, it may in good faith deem itself unavailable to be a provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request for aid and assistance will so inform the party initiating a request.

Given the finite resources of any party and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other local entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Likewise, the parties fully recognize that there is ample public purpose for entering into this Agreement and accordingly shall attempt to render assistance in accordance with the terms of the Agreement to the fullest extent possible.

All functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable.

- B. Kentucky Emergency Management shall serve as the Agreement Administrator. Kentucky Emergency Management shall not be a party to this Agreement or be liable for any actions taken by any party to this Agreement.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within a recipient's disaster or emergency impacted area are deemed inadequate by a recipient. In these instances, a recipient may request mutual aid and assistance by communicating a request to a provider, indicating the request is made pursuant to this mutual aid agreement and include the Kentucky Emergency Management incident number on any request. If the KYEM incident number is unknown, the requester shall provide the incident number as soon after as practicable. A request shall be followed as soon as practicable by a written

confirmation of the request, including a copy of a local emergency declaration and a statement or completed form describing the specific aid and assistance needed. Providers that self-deploy to an emergency must immediately contact the recipient's executive authority or authorized representative to receive an assignment. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency as set forth below. A list of authorized representatives for each party shall be attached to the officially approved and adopted copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.

- A. **METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** A recipient shall initiate a request as follows:
 - 1. **REQUESTS ROUTED THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY:** A recipient may directly contact the local emergency management agency that serves the recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The local emergency management agency shall notify the area emergency manager and contact provider parties on behalf of a recipient to coordinate the provision of mutual aid and assistance.
 - 2. **REQUESTS MADE DIRECTLY TO A PROVIDER:** A recipient may directly contact a provider's authorized representative, setting forth the information referenced in paragraph B of Section III. All communications shall be conducted directly between a recipient and provider. A provider and a recipient using this option shall be responsible for keeping their respective local emergency management agencies advised of the status of response activities, in a timely manner. Nothing in this Agreement shall restrict a recipient's ability to provide documentation of requests after the emergency has occurred.
- B. **REQUIRED INFORMATION:** Each request for aid and assistance shall be accompanied by the following information, in writing or by other available means, to the extent known:
 - 1. **Impacted Area and Status:** A general description summarizing the condition of the community (i.e., whether the disaster or emergency is imminent, in progress, or has already occurred) and of the damage sustained to date;
 - 2. **Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
 - 3. **Infrastructure Systems:** Identification of the type(s) of the public infrastructure system for which assistance is needed and the type of work assistance needed;
 - 4. **Aid and Assistance:** The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 - 5. **Provider's Traveling Employee Needs:** Unless otherwise agreed upon by the parties, it is mutually understood that a provider will provide for the basic needs of provider's traveling employees. Traveling employee salaries and benefits will be paid by the provider. The recipient shall assist the provider in obtaining any federal or state reimbursement for traveling employee salaries, benefits, or other expenses incurred, if applicable.
 - 6. **Facilities:** The need for sites, structures, or buildings outside a recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

7. Meeting Time and Place: An estimated time and a specific place for a representative of a recipient to meet the personnel and resources of any provider.
- C. STATE AND FEDERAL ASSISTANCE: A recipient shall be responsible for coordinating all requests for state or federal assistance with the local emergency management agency with jurisdiction if applicable.
- D. List of Authorized Representatives: The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be authorized representative.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by a recipient or a local emergency management agency regarding a request for aid and assistance, a provider's authorized representative shall assess the provider's own local situation to determine the availability of personnel, equipment, and other resources. If a provider's authorized representative determines that the provider has available resources, a provider's authorized representative shall so notify the recipient or the local emergency management agency (whichever communicated the request). A provider shall submit a written acknowledgment of a request for aid and assistance received from a recipient or a local emergency management agency. The written acknowledgement must indicate a provider's decision to either render aid and assistance or to reject a request and shall be transmitted by the most efficient and practical means to a recipient or a local emergency management agency. A provider's acknowledgment shall contain the following information:

- a. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
- b. The projected length of time such personnel, equipment, and other resources will be available to serve a recipient particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this Agreement);
- c. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient; and
- d. The name of the person(s) to be designated as the provider's supervisory personnel (pursuant to the "Supervision and Control" section (Section V) of this Agreement).

When a provider submits a written acknowledgement to a local emergency management agency, the local emergency management agency shall notify a recipient's authorized representative and forward the information received from a provider. A recipient or a local emergency management agency shall respond to a provider's written acknowledgment by executing and returning a copy of the request form to a provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed otherwise, a recipient shall have the responsibility for coordinating communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Provider's supervisory personnel shall consider the medical direction and scope of practice in assignments. Provider's personnel shall provide care under the procedures and protocols in effect from their agency and shall not provide care outside the agency's scope of practice as established by the Kentucky board of EMS. Disputes arising over the delivery of direct patient care will be decided by on-line medical control.

Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall:

- a. Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment and other resources which shall, at all times, remain with a provider's supervisory personnel. A provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a provider shall notify a recipient accordingly. It is expressly understood that this may involve a recipient providing radio frequencies to a provider while a provider is assisting a recipient;
- b. Maintain daily personnel time records, material records and a log of equipment hours; and;
- c. Report work progress to a recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and a recipient.

As noted in Section II of this Agreement, a provider's personnel, equipment and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances so warrant. A provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to a recipient of its (provider's) intent to terminate a mission, unless such notice is not practicable. In such a case, as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that a recipient shall pay to a provider reasonable and documented expenses incurred by a provider for extending assistance to a recipient. Such reimbursements shall commence 12 hours after the provider support is on scene and the recipient has signed a local emergency declaration. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider. A recipient shall be ultimately responsible for reimbursement of all eligible reasonable and documented expenses if subject to 44 C.F.R. Part 206.

- A. Personnel – During the period of assistance, a provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. A provider shall pay for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance unless otherwise agreed upon, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, a recipient shall not be responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the Kentucky Worker's Compensation Law.
- B. Equipment – A provider shall be responsible for any equipment provided during the period of assistance, unless otherwise agreed upon. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44C.F.R. 206.228. A provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to

maintain such equipment in safe and operational condition. At the request of a provider, fuels, miscellaneous supplies, and minor repairs may be provided by a recipient, if practical. The total equipment charges to a recipient shall be reduced by the total value of the fuels, supplies and repairs furnished by a recipient and by the amount of any insurance proceeds received by a provider.

- C. **Materials and Supplies** – A provider shall be responsible for all materials and supplies furnished by it and used or damaged during the period of assistance, unless otherwise agreed upon. The measure of any reimbursement the provider shall receive shall be determined in accordance with 44 C.F.R. 206.228.
- D. **Record Keeping** – A recipient or its representative local emergency management agency, personnel shall provide information, directions, and assistance for record keeping to a provider's personnel. A provider shall maintain patient care report records for patients treated by the agency's personnel, when applicable. The provider agrees to share incident and patient information that may be necessary to mitigate the incident, as authorized by state and federal law. A provider shall maintain records and submit invoices for reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.
- E. **Payment; Other Miscellaneous Matters as to Reimbursement** – A provider shall forward an itemized statement of reimbursable costs and expenses to the recipient as soon as practicable after the costs and expenses are incurred, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. EMS services providers may bill the patient or the patient's third-party carrier, as appropriate, at the provider's prevailing rate for supplies, equipment, transport, and other applicable services in accordance with the assisting agency's patient billing practices.

SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever a provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of a provider.

SECTION IX. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY.

Each party (as indemnitor) agrees to protect, defend, indemnify and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of actions of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle respond to, provide defense for and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party purchases insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION X. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION; PROPERTY

This Agreement shall be approved and adopted by the governing body of a party and the signed by the party's chief executive officer. There shall be no jointly held property under the provisions of this Agreement. This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above. A party may withdraw from this Agreement with at least 60 days notice. Once a withdrawal is effective, a withdrawn entity shall no longer be a party to this Agreement, but this Agreement shall continue to be in force among the remaining parties.

There shall be no jointly held property under the provisions of this Agreement.

SECTION XI. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this Agreement.

SECTION XII. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph or other part of this Agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XIII. EFFECTIVE DATE, APPROVAL AND ADOPTION

This Agreement shall take effect upon approval and adoption of the following resolution by the entity seeking to become a party to the Agreement:

RESOLUTION

BE IT RESOLVED BY _____ OF _____
(Governing Body) (City or County)

that the Statewide Emergency Management Mutual Aid and Assistance Agreement is hereby approved and adopted, and

THAT _____ , _____
(Name of Primary Representative) (Official Title)

AND _____ , _____
(Name of Alternate Representative) (Official Title)

are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for, and on behalf of, _____,
(Name of City, County, or Entity)

a public entity established under the laws of the Commonwealth of Kentucky and for the purpose of entering into the agreement and thereby become a party to the Emergency Management Mutual Aid and Assistance Agreement.

Passed and approved this ____ day of _____, 20__.

Motion by: _____
Name & Title

Second by: _____
Name & Title

CERTIFICATION

I, _____, duty appointed _____
(Title)

of _____, do hereby certify that the above is a true and correct copy of the
(City, County, or Other Entity)

resolution passed and approved by the _____ of _____
(City, County, or Other Entity)

on the ____ day of _____, 20__.

(Signature)

(Date)

**STATEWIDE
EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT**

Part II. List of Authorized Representatives to Contact for Emergency Assistance

For _____
(Political Subdivision)

PRIMARY REPRESENTATIVE:

Name: _____ Title: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Phone: _____ FAX: _____
Pager: _____ E-Mail: _____
Cell Phone: _____

ALTERNATE REPRESENTATIVE:

Name: _____ Title: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Phone: _____ FAX: _____
Pager: _____ E-Mail: _____
Cell Phone: _____

**CITY OF MADISONVILLE
RESOLUTION 2025-23**

RESOLUTION OF THE CITY OF MADISONVILLE, KENTUCKY AUTHORIZING THE MAYOR TO SIGN A SPECIAL WARRANTY DEED; TERMINATION OF LEASE AND ALL NECESSARY PAPERWORK FOR LAND O' FROST, INC.

WHEREAS, the City of Madisonville, Kentucky and Van Eekeren Family, LLC entered into a Lease Agreement for Land O' Frost on July 1, 2004 for twenty years with an option to purchase the property at 3295 Nebo Road, Madisonville, Hopkins County, Kentucky;

WHEREAS, the City of Madisonville and Van Eekeren Family, LLC have terminated said lease and wish to terminate the memorandum of agreement;

WHEREAS, the City of Madisonville will transfer the property to Land O' Frost, Inc., by a special warranty deed (see copy of deed attached).

NOW, THEREFORE, BE IT RESOLVED on this 15th of July, 2024 by the City of Madisonville, Kentucky authorize the Mayor to sign all paperwork necessary to transfer the property by Special Warranty Deed to Land O' Frost, Inc.

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this ____ day of _____, 2025, by and between the CITY OF MADISONVILLE, KENTUCKY, with an address of 37 E. Center Street, Madisonville, KY 42431, herein referred to as First Party; and LAND O' FROST, INC., an Illinois corporation, with an address of 16850 Chicago Avenue, Lansing, Illinois 60348, herein referred to as Second Party; and the in-care-of address to which the property tax bill for the year 2025 in which the property is transferred may be sent to is 16850 Chicago Avenue, Lansing, Illinois 60348.

W I T N E S S E T H

THAT for and in consideration of the sum of TEN DOLLARS [\$10.00], the receipt of which is hereby acknowledged, First Party has BARGAINED and SOLD and does hereby GRANT and CONVEY unto Second Party, in fee simple, the following described property located in Hopkins County, Kentucky, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Title to the above described property was derived by:

1. Deed dated November 10, 2004, of record in Deed Book 634, Page 39, in the Clerk's Office for Hopkins County, Kentucky;
2. Deed dated April 20, 2006, of record in Deed Book 650, Page 335, in the Clerk's Office for Hopkins County, Kentucky;
3. Deed dated April 20, 2006, of record in Deed Book 650, Page 342, in the Clerk's Office for Hopkins County, Kentucky;
4. Deed dated April 20, 2006, of record in Deed Book 650, Page 344, in the Clerk's Office for Hopkins County, Kentucky; and
5. Deed dated April 20, 2006, of record in Deed Book 650, Page 346, in the Clerk's Office for Hopkins County, Kentucky.

TO HAVE AND TO HOLD said property unto Second Party, in fee simple.

AND First Party hereby releases and relinquishes unto Second Party, its heirs and assigns forever, all of his right, title and interest in and to said property with good and perfect right to sell and convey the same herein done and that the title to said property is perfect, clear and unencumbered, except for the 2025 property taxes which are to be pro-rated, and with said exception First Party will **WARRANT SPECIALLY** the said title thereto.

PROVIDED, HOWEVER, that this conveyance is made subject to those matters specifically identified and listed on Exhibit B attached hereto and incorporated by reference.

This deed given upon the exercise of the Second Party's Option to Purchase as set forth in the Memorandum of Lease dated July 1, 2004, of record in Deed Book 179, Page 783, and re-recorded at Deed Book 180, Page 1, in the Clerk's Office for Hopkins County, Kentucky.

Pursuant to KRS Chapter 382, the First Party and Second Party hereto certify that the consideration reflected in this deed is the true, correct, and full consideration paid for the property herein conveyed.

[Signature Pages follow]

IN WITNESS WHEREOF, the said First Party, has caused this instrument to be executed by and through its duly authorized signatory this ____ day of ____, 2025.

CITY OF MADISONVILLE, KENTUCKY

By: _____

Name: _____

Title: _____

STATE OF)
) SS:
COUNTY OF)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____ 2025, by _____, the _____ of the City of Madisonville, Kentucky, for and on behalf of said First Party.

My commission expires: _____.

Notary Public
Printed Name: _____
Notary Registration No. _____

IN WITNESS WHEREOF, the said Second Party, has caused this instrument to be executed by and through its duly authorized signatory this ____ day of ____, 2025.

LAND O' FROST, INC., an Illinois corporation

By: _____

Name: _____

Title: _____

STATE OF)
) SS:
COUNTY OF)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____ 2025, by _____, the _____ of LAND O' FROST, INC., for and on behalf of said Second Party.

My commission expires: _____.

Notary Public
Printed Name: _____
Notary Registration No. _____

PREPARED BY:

Molly Marshall
Reed Smith, LLP
225 Fifth Avenue
Pittsburgh, PA 15222

EXHIBIT A

Legal Description of Property

Beginning at an existing iron pin with aluminum cap stamped "AEI 2286" at the northeast corner of James R. Tapp and wife, Hilda Jean Tapp as described in Deed Book 296, page 139, in the south right-of-way of U.S. Hwy. 41 A, said iron pin lies South 68°12'07" East a distance of 226.08 feet from the intersection of the Center of U.S. Hwy. 41A and Wicks Well Road and South 81°07' 00" West a distance of 22.51 feet from the Center of the south face of a concrete headwall of a box culvert under U.S. Hwy. 41 A; thence with the South right-of-way of U.S. Hwy. 41A, a distance of 30 feet from and parallel to the center of said hwy. the next eight (8) courses:

South 75°46'03" east a distance of 262.42 feet;

South 75°47'27" east a distance of 285.28 feet;

South 75°15'36" east a distance of 198.70 feet;

South 75°58'22" east a distance of 199.69 feet to an iron pin set;

South 75°35'31" east a distance of 208.64 feet;

South 74°29' 18" east a distance of 101.00 feet;

South 72°44'49" east a distance of 151.47 feet;

South 72°08'54" east a distance of 423.03 feet to an existing iron pin with aluminum cap stamped "AEI 2286" at the northwest corner of the O.M. Kington Trust as described in Deed Book 443, page 405; thence leaving the right-of-way of U.S. Hwy. 41A and with the west line of the Kington Trust, South 08°03'37" West a distance of 889.54 feet to an existing iron pin with aluminum cap stamped "AEI 2286" in the north line of the CSX Railroad on the east side of a ditch, said iron pin lies South 87°35'26" East a distance of 119.83 feet from railroad mile marker 279; thence with the north right-of-way line of said railroad, being 40 feet from and parallel to the centerline of the track, North 62°27' 00" West a distance of 1870.00 feet to an existing iron pin and cap stamped with pls no. 1123, at the southeast corner of Janet Moore as described in Deed Book 476, page 175; thence with the east line of Moore, North 02°10'53" East, passing Moore's northeast corner at approximately 126.39 feet for a total distance of 503.24 feet to the beginning having an area of 1,254,638.02 square feet or 28.803 acres.

EXHIBIT B

Permitted Encumbrances

1. Taxes and assessments for the year 2025 and subsequent years, a lien not yet due and payable.
2. Conditions, stipulations, restrictions, building lines and easements, together with incidental rights, as provided for on the recorded plat of record in Plat Book 2, Slide 326, in the Office of the Clerk of Hopkins County, Kentucky.
3. Conditions, stipulations, restrictions, building lines and easements, together with incidental rights, as provided for on the recorded plat of record in Plat Book 2, Slide 348, in the Office of the Clerk of Hopkins County, Kentucky.
4. Conditions, stipulations, restrictions, building lines and easements, together with incidental rights, as provided for on the recorded plat of record in Plat Book 2, Slide 302, in the Office of Hopkins County, Kentucky.
5. Easement Agreement of record on November 18, 2005 in Deed Book 645, page 559, in the Office of the Clerk of Hopkins County, Kentucky.
6. Easement Agreement of record on November 18, 2005 in Deed Book 645, page 561, in the Office of the Clerk of Hopkins County, Kentucky.

TERMINATION OF LEASE

This instrument was prepared by:
Molly Marshall
Reed Smith LLP
225 Fifth Avenue
Pittsburgh, PA 15222

After recording return to:
[*]

THIS TERMINATION OF LEASE (this "Termination") is made as of the ____ day of _____, 2025 ("Effective Date"), by and between the **CITY OF MADISONVILLE, KENTUCKY** (the "Lessor"), and **VAN EEKEREN FAMILY LLC**, an Illinois limited liability company (the "Lessee"), with reference to the following facts:

A. Lessor and Lessee entered into that certain Lease Agreement dated July 1, 2004, as amended by that certain First Amendment to Lease dated November 17, 2005, and that certain Second Amendment to Lease dated May 31, 2006 (collectively referred to herein as the "Lease"); and

B. Lessor and Lessee entered into: (i) a Memorandum of Lease dated as of July 1, 2004, and recorded at Deed Book 179, Page 783, and re-recorded at Deed Book 180, Page 1, in the Clerk's Office of Hopkins County, Kentucky (the "Recorder"); (ii) First Amendment to Lease Agreement dated November 17, 2005, and recorded at Deed Book 181, Page 665 with the Recorder; and (iii) Memorandum of Lease dated May 31, 2005, and recorded at Deed Book 210, Page 215 and re-recorded at Deed Book 210, Page 224 with the Recorder (collectively, "Memorandum").

C. As of the Effective Date, Lessor and Lessee have terminated the Lease and wish to terminate the Memorandum of record.

NOW, THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) in hand paid by Lessor and Lessee, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Termination. The Memorandum is hereby terminated, effective as of the Effective Date.
2. Counterparts. This Memorandum may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Lessor, has caused this instrument to be executed by and through its duly authorized signatory this ____ day of ____, 2025.

CITY OF MADISONVILLE, KENTUCKY

By:_____

Name:_____

Title:_____

STATE OF)
) SS:
COUNTY OF)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____ 2025, by _____, the _____ of the City of Madisonville, Kentucky, for and on behalf of said Lessor.

My commission expires: _____.

Notary Public
Printed Name:_____
Notary Registration No. _____

IN WITNESS WHEREOF, the said Lessee, has caused this instrument to be executed by and through its duly authorized signatory this ____ day of ____, 2025.

VAN EEKEREN FAMILY LLC, an Illinois
limited liability company

By:_____

Name:_____

Title:_____

STATE OF)
) SS:
COUNTY OF)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____ 2025, by _____, the _____ of LAND O' FROST, INC., for and on behalf of said Lessee.

My commission expires: _____.

Notary Public
Printed Name:_____
Notary Registration No. _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PREMISES

Beginning at an existing iron pin with aluminum cap stamped "AEI 2286" at the northeast corner of James R. Tapp and wife, Hilda Jean Tapp as described in Deed Book 296, page 139, in the south right-of-way of U.S. Hwy. 41 A, said iron pin lies South $68^{\circ}12'07''$ East a distance of 226.08 feet from the intersection of the Center of U.S. Hwy. 41A and Wicks Well Road and South $81^{\circ}07'00''$ West a distance of 22.51 feet from the Center of the south face of a concrete headwall of a box culvert under U.S. Hwy. 41 A; thence with the South right-of-way of U.S. Hwy. 41A, a distance of 30 feet from and parallel to the center of said hwy. the next eight (8) courses:

South $75^{\circ}46'03''$ east a distance of 262.42 feet;

South $75^{\circ}47'27''$ east a distance of 285.28 feet;

South $75^{\circ}15'36''$ east a distance of 198.70 feet;

South $75^{\circ}58'22''$ east a distance of 199.69 feet to an iron pin set;

South $75^{\circ}35'31''$ east a distance of 208.64 feet;

South $74^{\circ}29'18''$ east a distance of 101.00 feet;

South $72^{\circ}44'49''$ east a distance of 151.47 feet;

South $72^{\circ}08'54''$ east a distance of 423.03 feet to an existing iron pin with aluminum cap stamped "AEI 2286" at the northwest corner of the O.M. Kington Trust as described in Deed Book 443, page 405; thence leaving the right-of-way of U.S. Hwy. 41A and with the west line of the Kington Trust, South $08^{\circ}03'37''$ West a distance of 889.54 feet to an existing iron pin with aluminum cap stamped "AEI 2286" in the north line of the CSX Railroad on the east side of a ditch, said iron pin lies South $87^{\circ}35'26''$ East a distance of 119.83 feet from railroad mile marker 279; thence with the north right-of-way line of said railroad, being 40 feet from and parallel to the centerline of the track, North $62^{\circ}27'00''$ West a distance of 1870.00 feet to an existing iron pin and cap stamped with pls no. 1123, at the southeast corner of Janet Moore as described in Deed Book 476, page 175; thence with the east line of Moore, North $02^{\circ}10'53''$ East, passing Moore's northeast corner at approximately 126.39 feet for a total distance of 503.24 feet to the beginning having an area of 1,254,638.02 square feet or 28.803 acres.

**CITY OF MADISONVILLE
RESOLUTION 2025-24**

**RESOLUTION OF THE CITY OF MADISONVILLE, KENTUCKY AUTHORIZING THE
MAYOR TO SIGN ALL NECESSARY PAPERWORK FOR THE DELTA REGIONAL
AUTHORITY GRANT**

WHEREAS, the Delta Regional Authority (hereinafter "DRA") was created by Congress by the Delta Regional Authority Act of 2000, as amended, as a federal/state partnership now comprised of 252 counties and parishes within the eight states of Alabama, Arkansas, Illinois, Kentucky, Louisiana, Mississippi, Missouri and Tennessee in order to remedy severe and chronic economic distress by stimulating economic development and fostering partnerships that will have a positive impact on the Delta Region's economy;

WHEREAS, the City of Madisonville acting by and through its City Council proposes to apply for a award with DRA for the Fiscal Year 2025 federal award program cycle;

WHEREAS, DRA requires that a person be designated, appointed, and given the authority to perform certain duties and administration of said award for and on behalf of the Awardee;

WHEREAS, the Madisonville City Council met in a regular session on August 4, 2025 whereby Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson and Glenda Wade were present, constituting a quorum;

WHEREAS, Mayor Kevin Cotton is designated and appointed to perform all duties and administration of said award;

WHEREAS, additional funds will be provided in the amount of \$334,400.00 from the Kentucky Cabinet for Economic Development grant;

WHEREAS, that in the event of an administration change, the new Mayor shall continue to have such authority under this Resolution.

NOW THEREFORE, BE IT RESOLVED THAT, by the 4th day of August, 2025, as follows:

THAT, Mayor Kevin Cotton, be and is hereby designated and appointed to perform on behalf of City of Madisonville and has the authority to make those acts and assume any and all duties in dealing with the award with DRA for the Fiscal Year – 2025 federal award program cycle;

THAT, Mayor Kevin Cotton is hereby authorized to execute and submit any and all documents including, but not limited to, applications, award closing documents, request for funds, status reports to DRA for the Fiscal Year - 2025 federal award program cycle;

THAT, the City of Madisonville agrees to provide additional funds in the amount of

\$334,400.00 from the Kentucky Cabinet for Economic Development grant to said award;

THAT, in the event of an administration change, the new Mayor shall continue to have such authority under this Resolution.

READ AND ADOPTED, this the 4th day of August, 2025.



July 29, 2025,

To Whom It May Concern,
Project: **KY-9703**

Attached separately to this email you will find Delta Regional Authority's (DRA) standard award documents (listed below), which must be agreed to for receipt of the Notice to Proceed. If the terms and conditions in the award documents are acceptable, this page must be signed by the authorized official, notarized and returned to the Basic Agency listed below within 45-days. Additionally, if this project's budget included any other uncommitted source(s) of funding, you will have 6-months from the date of this letter to provide DRA with documentation proving those funds are now authorized for use on this project. Only when all other funds are committed will you receive the Notice to Proceed. If for any reason either of these two milestones are not met, the DRA award could be rescinded.

No project activities shall begin prior to the awardee's receipt of the Notice to Proceed, without prior written approval from DRA. No social media or local press coverage is allowed prior to the awardee's receipt of the Notice to Proceed, without prior written approval from DRA. The awardee will be given a maximum of 12-months from the date of the Notice to Proceed to request the first reimbursement of DRA funds. Failure to meet this milestone will also result in the award being rescinded.

- 1. **Memorandum of Agreement**
- 2. **Mediation and Arbitration Disclosures**
- 3. **Arbitration Agreement**
- 4. **Notice of Basic Agency Transfer**
- 5. **Environmental Declaration and Indemnity**
- 6. **Board Resolutions Example**
- 7. **Automated Clearing House Form (ACH)**
- 8. **Buy America Agreement**

The approved project application details are as follows:

Investment Details:

DRA Investment (LDD Admin Fee Included \$17,376.00)	\$1,354,976.00
Other Public/Project Investment	\$334,400.00
Other Private/Capital Investment	\$0
Total Investment	\$1,689,376.00

The Basic Agency for this project is identified as:

Pennyrile Area Development District

300 Hammond Dr.

Hopkinsville, KY 42240

P: (270)886-9484

If you have any questions or comments regarding these documents or the administration of your project, please address them to Darci Malam, Critical Infrastructure Program Manager, at dmalam@dra.gov.

The awardee affirms this award and the statements and documents produced in the accompanying award application are true and correct. By executing this Award Agreement with DRA, the awardee adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to DRA, consents to the award, and agrees to all terms and conditions of this Award Agreement.

Authorized Awardee Signatory

Signature: _____
Print Name/Title: _____
Date: _____

Notary Public Seal

Signature: _____

Date: _____

Dr. Corey Wiggins
Federal Co-Chairman

Signature: _____
Date: _____

**CITY OF MADISONVILLE
RESOLUTION 2025-25**

**RESOLUTION OF THE CITY OF MADISONVILLE, KENTUCKY AUTHORIZING THE
MAYOR TO SIGN ALL NECESSARY PAPERWORK FOR THE KENTUCKY CABINET
FOR ECONOMIC DEVELOPMENT GRANT**

WHEREAS, the City of Madisonville acting by and through its City Council applied for a grant award with Kentucky Cabinet for Economic Development Grant;

WHEREAS, City of Madisonville hereby agrees to accept the grant awarded by the Kentucky Cabinet for Economic Development in the amount of \$334,400.00;

WHEREAS, the Madisonville City Council designates and appoints Mayor Kevin Cotton to perform all duties and sign all necessary paperwork of said award.

NOW THEREFORE, BE IT RESOLVED THAT, by the 4th day of August, 2025, as follows:

THAT, Mayor Kevin Cotton, be and is hereby designated and appointed to perform on behalf of City of Madisonville and has the authority to make those acts and assume any and all duties in dealing with the award with Kentucky Cabinet for Economic Development Grant;

READ AND ADOPTED, this the 4th day of August, 2025.

**CITY OF MADISONVILLE
RESOLUTION 2025-26**

RESOLUTION TO DECLARE EQUIPMENT AS SURPLUS PROPERTY

WHEREAS, the City of Madisonville Transportation Department owns equipment as shown on Exhibit A and attached hereto.

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

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The equipment attached on Exhibit A is now declared as surplus property.
2. The City is authorized to dispose of the equipment by means according to KRS 82.083

Exhibit A

Year	Make	Model	Snow Removal	Location	VIN #	Lic. Plate	Use	Notes
					NO VIN	NO PLATE	Barbecue Trailer	
	John Deer	430 Tractor	Yes	SHOP	M00430X100563	NO PLATE	Snow blower	don't run
	John Deer	430 Tractor	Yes	SHOP	M00430X100458	NO PLATE	Snow blower	don't run
	Kodiak	Dump Truck		Ketchup Lake	1GBM7H1J2SJ113355	NO PLATE	Sanitation uses	Dirt Hauler Leaving at Ketchup Lake
2003	Chevrolet	C7500			1GBM7C1CX4F500360	M1263	Dump Truck not plow truck	Replace when new trucks are acquired
2001	Chevrolet	C7500		SHOP	1GBM7H1C11J505825	K4183	Dump Truck	Broken Axel
2002	Fiatallis	FG 65C	Snow Removal	SHOP	85S05263	NO PLATE	Road Grader Gravel Road Maintenance	Good machine just don't use.
	Vibromax	605	Snow Removal	SHOP	JKC9401002	NO PLATE	Roller	blown up
	Brandeis Finish Roller	54-613		SHOP	R2500034062926	NO PLATE		don't run
Mid 80's	Ingersoll Rand	Compressor 175		SHOP	133430 U83 953	NO PLATE		don't run
2006	Chevrolet	1500		SHOP	1GCFK14X87Z183067	N0697	Parts Truck	don't run
2005	Freightliner	M2106V	Yes	Equipment Shed	1FVAC3DJ75HU35272	D9453	Dump Truck, plow truck, salt spreader	Bed Rusted out
	Salsco					NO PLATE	5-ft Paver Machine	Could be used for Claybon park maintenance all other trails will be 8-ft
1991	Chevrolet	Kodiak	Yes	Yard between bay and bird barn	1GBP7H1J0MJ102077	NO PLATE	Trailer Puller when other truck are un available	good truck don't use. Manual shift with CDL required.
?	?	PVMXT-93C		SHOP	918154-2003	NO PLATE	Truck bed	
	Knapheide	PVMXT-93C		SHOP	20070402-0065093	NO PLATE	Truck bed	
?	?	?		SHOP	NO VIN	NO PLATE	Bushog for Tractor	
	Western			SHOP	NO VIN	NO PLATE	3 old plows for Dumptrucks	
2007	Chevrolet	C7500			1GBK7C1B57F424016	N3984		

**CITY OF MADISONVILLE
RESOLUTION 2025-27**

**RESOLUTION TO DECLARE CITY OF MADISONVILLE SANITATION DEPARTMENT
VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY**

WHEREAS, the City of Madisonville Sanitation Department owns the following vehicles and equipment:

- 2014 JCB 155 T4 Skid Steer
Serial # GE0155WRJD2201516
- 2006 Ford Explorer
1FMEU62E86UA21827
- 2001 Chevy C7500 Dump Truck
1GBM7H1C11J505825
- 2006 Chevy Equinox
2CNDL73F366064806

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

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above vehicles and equipment are now declared as surplus.
2. The City is authorized to dispose of the vehicles and equipment by means according to KRS 82.083.



CITY OF MADISONVILLE
APPLICATION FOR UTILITY CONNECTION
(OCL) OUTSIDE OF CITY LIMITS

67 North Main Street, Madisonville, KY 42431
Phone: 270-824-2108
mtodd@madisonvillegov.com

Date 07/30/25

Owner's Name Ross Burns + Shannon Burns Phone (270)875-0507
Owner's Address 105 Walker Road Dawson Spring, KY 42408
Owner's Email Address burns58495@bellsouth.net
Address of Proposed Utility 431 Osborne Lane

I, Ross Burns / Shannon Burns hereby apply for (~~w~~^x) (sewer) or service to property shown above subject to approval by the Madisonville City Council. If this application is approved, I agree I will not oppose annexation of this property to the City of Madisonville.

Ross O. Burns X Shannon Burns
Owner's Signature Owner's Signature

(Applicant must provide a copy of their deed and an application fee of \$50.00 made payable to the City of Madisonville)

For Official Use Only

Statement of Department Approvals

I recommend approval of the utility connection.

_____ Utility Superintendent	_____ Date	_____ Utility Superintendent	_____ Date
_____ Zoning Administrator	_____ Date		
Approved by the City Council on _____ Date		Attest City Clerk _____ Date	

Notes, if any

THIS SECTION INTENTIONALLY LEFT BLANK FOR RECORDING PURPOSES.

THIS AGREEMENT made and entered into on this the 30th day of July, 20 25, by and between Ross Burns / Shannon Burns, whose address is, 105 Walker Road Dawson Springs, KY 42408 hereinafter called the First Party, and the City of Madisonville, Kentucky, a municipal corporation, hereinafter called the Second Party;

WITNESSETH: That whereas the First Party is the owner of a certain tract of land more particularly described in Deed Book 836 Page 217, Hopkins County Court Clerk's Office, reference to which is hereby made for a more detailed description and;

WHEREAS, the First Party has made application to the Second Party for water beyond the city limits, at the following address 431 Osborne Lane

NOW THEREFORE, in consideration of the agreement by the Second Party to furnish water to the property of the First Party, which is located beyond the city limits, the First Party covenants and agrees (he) (she) (they) will not oppose any future attempt to annex the property herein mentioned to the city limits of the Second Party.

This agreement shall be covenant to run with the land herein above described

Ross D. Burns
Owner's Signature

X Shannon Burns
Owner's Signature

For Official Use Only

STATE OF KENTUCKY
COUNTY OF HOPKINS A SCT.

This agreement was acknowledged before me by Ross Burns / Shannon Burns
on this the 30th day of July, 20 25

Notary Public Katherine Wyatt
My Commission Expires 2/28/2026
KYNP # 46070

Notes _____

Prepared by _____
Mandy Todd, Zoning Administrator
City of Madisonville, 67 North Main Street
Madisonville, KY 42431