

**AGENDA
CITY OF CAVE CITY
REGULAR COUNCIL MEETING
COUNCIL CHAMBERS-CITY HALL
MAY 10, 2021 5:00 PM**

CALL TO ORDER

- A. Pledge of Allegiance
- B. Invocation of prayer
- C. Welcome Guests

ROLL CALL

APPROVE APRIL MEETINGS MINUTES

FINANCIAL

A. Restaurant & Transient Room Tax Collection for April

- 1. Restaurant Tax \$29,557.86
- 2. Transient Room Tax \$ 8,577.95
- 3. Transferred to Tourism Commission \$38,135.81

B. Cash Analysis for April

- 1. Investments \$264,888
- 2. Fire Dept. Checking \$ 2,483
- 3. Fire Dept. Savings \$ 1,080
- 4. Police Dept. Savings \$ 3,197

SPEAKERS

- 1. Ron Lafferty – Drug Task Force
- 2. David Peterson - CEA

OLD BUSINESS

- 1. Second reading Zone Change Ordinance
- 2. Second reading Lease Agreement - Bonding Ord.
- 3. Real Estate

NEW BUSINESS

- 1. Municipal Road Aid Agreement
- 2. 2016 Fusion

DEPARTMENT REPORTS

- 1. Fire Dept – Chief Kevin Jandt –April Activity Report
- 2. Police Dept – Chief Darrell Butler –April Activity Report
- 3. Public Works – Robert Smith – Activity Report

OTHER REPORTS

- 1. Code Enforcement Board, Robert Smith
- 2. Board of Adjustments, Robert Smith
- 3. Economic Development, Robert Smith
- 4. New Businesses – April
- 5. City Council Committee Reports

MAYOR'S REPORT

ADJOURN

**CITY OF CAVE CITY
COUNCIL SPECIAL CALLED MEETING MINUTES
COUNCIL CHAMBERS
APRIL 26, 2021**

The pledge of allegiance was recited. Bobby Richardson led the invocation. The Mayor welcomed all guests. The meeting was called to order by the mayor at 4:00

Robert Smith called the roll. The following were present: Council members: Beverly Ford, Leticia Cline, Denny Doyle, Kevin Houchens, Mike Houchens and Steve Pedigo. City Clerk Jennifer Freeman and City Attorney Bobby Richardson were also present.

Motion was made by Steve Pedigo, second by Denny Doyle to approve the zone change from R-1(Single Family Residential) District to B-2 (General Business) District - Property is located approximately six hundred and eighty (680') feet northeast of the Northside Estates and North Dixie Highway intersection and one thousand two hundred (1,200') feet southwest of the Lakeview Drive and North Dixie Highway intersection, Cave City, KY – 15+/-Total Acres. Motion carried by 5-1 vote with Beverly Ford voting no.

Motion was made by Mike Houchens, second by Steve Pedigo to go into close session for Real Estate (61.80 (b)). Motion carried with "I" votes.

Motion was made by Denny Doyle, second by Steve Pedigo to reconvene the meeting. Motion carried by "I" votes.

No action was taken in the closed session.

Motion made by Steve Pedigo, second by Mike Houchens to accept the Barren County Lease Agreement - Bonding money for Chapatcha Industrial Park. Motion carried by 6-0 votes.

Motion made by Steve Pedigo to adjourn, second by Beverly Ford. Meeting was adjourned at 5:23PM.

Mayor Dwayne Hatcher

ATTEST:

Jennifer Freeman, City Clerk/Treasurer

**CITY OF CAVE CITY
COUNCIL MEETING MINUTES
COUNCIL CHAMBERS
APRIL 12, 2021**

The pledge of allegiance was recited. Bobby Richardson led the invocation. Mayor welcomed all guests. The meeting was called to order by the mayor at 5:00PM

Robert Smith called the roll. The following were present: Council members: Leticia Cline, (Virtual) Denny Doyle, Beverly Ford, Kevin Houchens, and Steve Pedigo. City Clerk Jennifer Freeman and City Attorney Bobby Richardson were also present. Mike Houchens was absent.

Motion made by Steve Pedigo, second by Denny Doyle, to approve March meeting minutes. Motion carried by "I" votes.

Robert Smith gave the financial report for the motel & restaurant tax and the city's cash analysis

Reports were not read, are included in packet and attached as part of the minutes.

Motion made by Mike Houchens to adjourn, second by Steve Pedigo. Meeting was adjourned at 6:05PM.

Mayor Dwayne Hatcher

ATTEST:

Jennifer Freeman, City Clerk/Treasurer

MUNICIPAL ROAD AID COOPERATIVE
PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid (“the Department”), and the Legislative Body of the Incorporated City of CAVE CITY, Kentucky (the “City”).

WHEREAS, Kentucky Revised Statutes (KRS) § 177.365(1) provides that 7.7% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside by the Finance and Administration Cabinet for the construction, reconstruction, and maintenance of urban roads and streets, and for no other purpose (“Municipal Road Aid Funds”), and

WHEREAS, the City has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the City in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the Municipal Road Aid Funds apportioned to it by the Department as provided below (the “Cooperative Program”), and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the City agree as follows:

1. Apportionment of Municipal Road Aid Funds. The City’s apportionment of Municipal Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2021, this amount is **\$45,495.27** (the “Apportionment”). The above referenced estimate is based on the most recent available data and

is subject to change according to available revenue. The Apportionment shall be distributed by the Department to the City in accordance with the terms of this Agreement.

2. Assignment of the Apportionment. The City hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2022.

3. Distribution of Municipal Road Aid Funds. The City and the Department agree that the Apportionment shall be distributed by the Department to the City as follows: The Department shall distribute to the City payments to be determined based on available KYTC financial resources, less 3% of the emergency fund discussed below.

4. The Department shall distribute to the City payments to be determined based on available KYTC financial resources, less 3% of the emergency fund discussed below. Emergency Fund. The City agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the City, may disburse these funds to the City for the purpose of it using said funds for emergency roadway and bridge projects designated by the City and lying within city limits. The Department may disburse up to fifty percent (50%) of the approved funds to the City for the purpose of it using said funds for emergency roadway and bridge projects designated by the City. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount

of Emergency Funds disbursed by the Department, then the City shall reimburse the difference to the Department.

5. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the City to pay for materials, labor and equipment necessary for the City to accomplish construction, reconstruction, and maintenance on streets designated by the City and lying within city limits. This assistance is extended insofar as funds are available from the Apportionment. The City shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the City. The Department may assist the City in fulfilling its needs by disbursing funds to the City for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the City for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

6. Use of Municipal Road Aid Funds. The City agrees and certifies that the Apportionment will be expended by the City solely for the purpose of construction, reconstruction, and maintenance of city streets as defined in KRS § 177.365(4).

7. Rights of Way. The City, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

8. Indemnification. The City shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the City contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the City under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

9. Reimbursement of Losses. The City will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

10. Termination of Agreement. The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the City. If this Agreement is canceled under this provision, then the City will receive any unpaid portion of the Apportionment from the Finance and Administration Cabinet.

11. Access to Records. The City acknowledges and agrees that pursuant to KRS § 177.369(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Finance and Administration Cabinet or its duly authorized agent and made accessible by the City

to the Finance and Administration Cabinet or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.365(1). The City also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

12. Authorization. The Legislative Body of the City shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The Chief Executive Officer of the City, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

13. Choice of Law and Venue. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

INCORPORATED CITY OF CAVE CITY

BY: _____
Chief Executive Officer (Mayor)

Date: _____

(For Kentucky Transportation Cabinet use only)

**DEPARTMENT OF RURAL AND MUNICIPAL AID
OFFICE OF RURAL & SECONDARY ROADS**

BY: _____
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Office of Legal Services

Date: _____

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

BY: _____
Secretary

Date: _____

R E S O L U T I O N

Incorporated City of CAVE CITY

Resolution adopting and approving the execution of a Municipal Aid Co-op Program Contract between the Incorporated City and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid for the fiscal year beginning July 1, 2021, as provided in the Kentucky Revised Statutes and accepting all streets referred to therein as being streets which are a part of the Incorporated City.

Be it resolved by the Legislative Body of the Incorporated City that:

The Legislative Body of the Incorporated City does hereby accept all streets referred to in said Contract as being city streets which are a part of the Incorporated City; and

The Legislative Body of the Incorporated City does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agrees to all the terms and conditions therein stated; and

The Chief Executive Officer of the said Incorporated City is hereby authorized and directed to sign said Contract as set forth on behalf of the Legislative Body of, and the City Clerk of CAVE CITY is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result being as follows:

AYES

NAYS

COMMONWEALTH OF KENTUCKY
INCORPORATED CITY OF CAVE CITY

I, _____, City Clerk of CAVE CITY certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the _____ day of _____, 2021.

SIGNED _____

CLERK OF CAVE CITY



CAVE CITY FIRE DEPT

RUN REPORT

FIRE RELATED CALLS

APRIL 2021 MONTHLY REPORTS

STRUCTURE: 1

VEHICLE/ GRASS OR BRUSH- 4

FIRE ALARMS: 6

NON FIRE RELATED CALLS

WRECKS NO INJURY- 1

WRECKS WITH INJURY/ 1046- 6

OTHER: 14

EMS/ MEDICAL- 48

COMBINED TOTAL YEAR- 306

CCFD CURRENTLY HAS 29 FIREFIGHTERS, 2 FR FF, 10 MEDICAL PERSONNEL

CCFD IS DEDICATED TO THE COMMUNITY THROUGH SAFETY AND SERVICE WITH A GROUP OF DEDICATED INDIVIDUALS THAT HAS COMPASSION AND A WILL TO LEARN AND TRAIN TO BETTER PROTECT OUR COMMUNITY!

CAVE CITY POLICE MONTHLY REPORT

~~MEMBER 0049~~
April 2021

	603	604	605	606	607	608	609	610	TOTALS
DUI					1				
No Insurance									
Stop Sign									
Speeding									
Child Restraint									
Seatbelts - Adult									
Traffic Other									
Other			3		15			3	21
CITY CITATIONS									
City Ordinances									
TROUBLE CALLS									
Intrusion									0
Domestic			2		4				6
Assaults									0
911 Calls									0
Bolo's			7		10			3	20
Criminal			5		4			3	12
All Others N/C			31		80			60	171
REPORTS & MISC.									
1045s			2		1			2	5
1046s								1	1
Incident Report									0
Misdemeanor Theft			1						1
Misdemeanor Mischief									0
Misdemeanor Drug									0
Misdemeanor Other									0
Field Interview									
Felony Property								4	4
Felony Person									0
Felony Drug					3			1	4
Felony Other									
All Others									0
IC-3									0
ASSIST GIVEN									
Cave City Unit									0
Barren Co. Sheriff									
Horse Cave PD									
KSP									
Fire									
Other			42		27			23	92
ARREST									
Traffic									
Misdemeanor (Juv)									
Misdemeanor (Adult)									
Felony (Juv)									
Felony (Adult)									
Other			3		5			5	13
Warrants/Summons			3		6			1	10
PATROL									
Vehicle Stops			25		49			9	83
Impounded Vehicles									0
Motorist Assists			2		1			1	4
Escorts					1				1
Courtesy Notices									0
Alarms			3		1			2	6
TOTAL ACTIVITY	0	0	129		207		0	118	454
MILEAGE			2,105		1,531			2,430	6066

2001 mileage (1204)

Public Works Report

May 10, 2021

Best Way Equipment has looked at the garbage truck and is working on an estimate.

Municipal Equipment is scheduled this week.

Mowing & weed eating is behind due to rain. The guys are working extra to catch up.

Greg will be out for 2 weeks in June.

Code Enforcement Report

May 7, 2021

Gilman Minor-210 N. Dixie Hwy.- Letter sent 4-27-21 concerning the demolition of the burnt residence. Also he was given until 6-1-21 to begin.

Jr. Foods Travel Center #883-Bowling Green- NOV emailed 4-14-21 for trash/debris

John Laird- 3805 Hatcher Valley Rd.- Letter sent 4-27-21 for a time frame to demolish property located on Grinstead Mill Rd

Edward Bumpus- 106 Martin St.- NOV sent 4-27-21 for trash/debris & inoperable vehicle

Juanita Price- 108 Martin St.- Nov sent 4-27-21 for trash/debris & inoperable vehicle

Matthew Pedigo- 215 Mammoth Cave St.- NOV sent 4-27-21 for trash/debris & inoperable vehicle

Ray Karch- 304 Grinstead Mill Rd.- NOV sent 4-27-21 for inoperable vehicle

Enrique & Jennifer Reyna- 319 N Dixie Hwy.- NOV sent 4-27-21 for trash/debris & general clean up of the porch

Thomas Wright- 402 Grinstead Mill Rd.- NOV sent 4-27-21 for trash/debris & inoperable vehicle

Zachary Jones- 4015 Whitney Woods Rd.- Nov sent 5-7-21 for mowing/trimming at property located at 5002 Old Lexington Rd.

Roger Dill- 404 Old horse Cave Rd.- Letter sent 7-24-21 stating clean up will begin on property, an invoice will be sent and there will be a lien filed.

Scott Peacock- 840 Prices Creek Edmonton- RE: 109 N. 9th St.- Letter sent 5-4-21 stating all liens are to be enforced against referenced property and is to be declared vacant/blighted.

Board of Adjustment

May 7 2021

Meeting scheduled for 6-1-21 at 9:00 am to consider a conditional use permit for placement of 2 mobile homes at 704 Grinstead Mill Rd.

ECONOMIC REPORT

May 10, 2021

The former go cart track is sold and has been surveyed and is to be demolished.

The gazebo is nearing completion.

Cars & Coffee continues to grow.

Wigwam Mobile Home Park is working on expansion.

The RV Park is a go.

The Wax Museum sold..

The former Steward Dental Office is for sale.

A possible new retail store is locating on 31W.

We are working to hear from Air Quality and demo will begin on the old portion of the former tire center

New Businesses

4/1/2021 Thru 4/30/2021

Beltline Electric Company Inc.

Jason W. Siener

8701 Wayne Sullivan Dr.

Paducah, Ky 42003

East Fork & Company LLC

Rachael Judd

801 Mammoth Cave St.

Cave City, KY 42127

Precision Pro Wash

Cheryl & Johnathon Goodman

400 Longhunters Trail

Glasgow, KY 42141

Teresa Perkins/Realtor

314 N. Main St.

Franklin, KY 42134