



**REGULAR MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
CITY COUNCIL CHAMBERS, 77 NORTH MAIN ST, MADISONVILLE, KY 42431**

March 4, 2019 at 4:30 PM

AGENDA

1. CALL TO ORDER BY MAYOR KEVIN COTTON

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. ROLL CALL

5. APPROVAL OF MINUTES

A. City Council - Regular Meeting - Feb 18, 2019 4:30 PM

6. APPROVAL OF BILLS AND PAYROLL

A. Bills & Payroll

7. COUNCIL COMMITTEE REPORTS

8. OLD BUSINESS

9. NEW BUSINESS

A. Ordinances: First Reading

1. AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A PUBLIC STREET, ALLEY OR WAY AND AUTHORIZING THE CLOSING

B. Resolutions

- A. Resolution to enter into an agreement endorsed by the Kentucky Division of Emergency Management
- B. Accept bid for 433 West Arch Street, Madisonville, Kentucky
- C. RESOLUTION TO DECLARE A THERMAL CAMERA AS SURPLUS PROPERTY

10. AWARDS AND RECOGNITIONS

A. Joint Proclamation Literacy Celebration Month

11. ADJOURNMENT

Our Mission: To deliver the necessary government services to the citizens of Madisonville in the most effective and cost-efficient manner possible.

Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People



**REGULAR MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
CITY COUNCIL CHAMBERS, 77 NORTH MAIN ST, MADISONVILLE, KY 42431**

February 18, 2019 at 4:30 PM

MINUTES

1. **CALL TO ORDER BY MAYOR KEVIN COTTON**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION BY PASTOR TONY FREDERICK**
4. **ROLL CALL**

Attendee Name	Title	Status	Arrived
Kevin Cotton	Mayor	Present	
Misty Cavanaugh	Ward 1	Present	
Tony Space	Ward 2	Present	
Adam Townsend	Ward 3	Present	
Larry Noffsinger	Ward 4	Present	
Frank Stevenson	Ward 5	Present	
Bobby Johnson	Ward 6	Absent	

5. **APPROVAL OF MINUTES**

RESULT: ADOPTED [UNANIMOUS]
MOVER: Larry Noffsinger, Ward 4
SECONDER: Tony Space, Ward 2
AYES: Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT: Johnson

A. City Council - Regular Meeting - Feb 4, 2019 4:30 PM

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills & Payroll

RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Noffsinger, Ward 4
SECONDER: Frank Stevenson, Ward 5
AYES: Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT: Johnson

7. **DEPARTMENT REPORTS**

A. Fire Department Report

Our Mission: To deliver the necessary government services to the citizens of Madisonville in the most effective and cost-efficient manner possible.

Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People

Minutes Acceptance: Minutes of Feb 18, 2019 4:30 PM (Approval of Minutes)

- B. Fire Department Report - 2
- C. Police Department Report
- D. Zoning Report
- E. Zoning: Building Permits

8. OLD BUSINESS

A. Second Reading Ordinances

- A. AN ORDINANCE AMENDING THE CITY OF MADISONVILLE ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2018 THROUGH JUNE 30, 2019, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Frank Stevenson, Ward 5
SECONDER:	Adam Townsend, Ward 3
AYES:	Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT:	Johnson

9. NEW BUSINESS

A. Resolutions

- A. Accept Bid for Police Interceptor Utility Vehicles

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Noffsinger, Ward 4
SECONDER:	Tony Space, Ward 2
AYES:	Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT:	Johnson

- B. Resolution to declare items from Police Department as surplus equipment

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Misty Cavanaugh, Ward 1
SECONDER:	Adam Townsend, Ward 3
AYES:	Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT:	Johnson

- C. Resolution to accept bid for Pipe Bursting

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Townsend, Ward 3
SECONDER:	Larry Noffsinger, Ward 4
AYES:	Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT:	Johnson

- D. Resolution to accept bid for Cured In Place Pipe

Our Mission: To deliver the necessary government services to the citizens of Madisonville in the most effective and cost-efficient manner possible.

Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People

Minutes Acceptance: Minutes of Feb 18, 2019 4:30 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tony Space, Ward 2
SECONDER: Frank Stevenson, Ward 5
AYES: Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT: Johnson

E. Resolution to accept bid at 216 Murray Street

RESULT: ADOPTED [UNANIMOUS]
MOVER: Misty Cavanaugh, Ward 1
SECONDER: Tony Space, Ward 2
AYES: Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT: Johnson

F. Resolution to declare miscellaneous items as surplus

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Larry Noffsinger, Ward 4
AYES: Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT: Johnson

G. Resolution to declare items from Fire Department as surplus equipment

RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Townsend, Ward 3
SECONDER: Larry Noffsinger, Ward 4
AYES: Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT: Johnson

H. Resolution to declare 433 West Arch Street as surplus

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tony Space, Ward 2
SECONDER: Frank Stevenson, Ward 5
AYES: Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT: Johnson

B. Municipal Orders

1. Municipal Order Relating to the Appointment of Aimee Laffoon to the Historic District Commission

Our Mission: To deliver the necessary government services to the citizens of Madisonville in the most effective and cost-efficient manner possible.

Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tony Space, Ward 2
SECONDER:	Larry Noffsinger, Ward 4
AYES:	Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT:	Johnson

2. Municipal Order Relating to the Re-Appointment of Cliff Nance to the Historic District Commission

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Misty Cavanaugh, Ward 1
SECONDER:	Frank Stevenson, Ward 5
AYES:	Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT:	Johnson

10. EXECUTIVE ORDER

1. Amendment of Executive Order 2016-02 Establishment of a Tourism Advisory Board

11. AWARDS AND RECOGNITIONS

- A. Awards & Recognitions

12. ADJOURNMENT

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Townsend, Ward 3
SECONDER:	Frank Stevenson, Ward 5
AYES:	Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT:	Johnson

Our Mission: To deliver the necessary government services to the citizens of Madisonville in the most effective and cost-efficient manner possible.

Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People

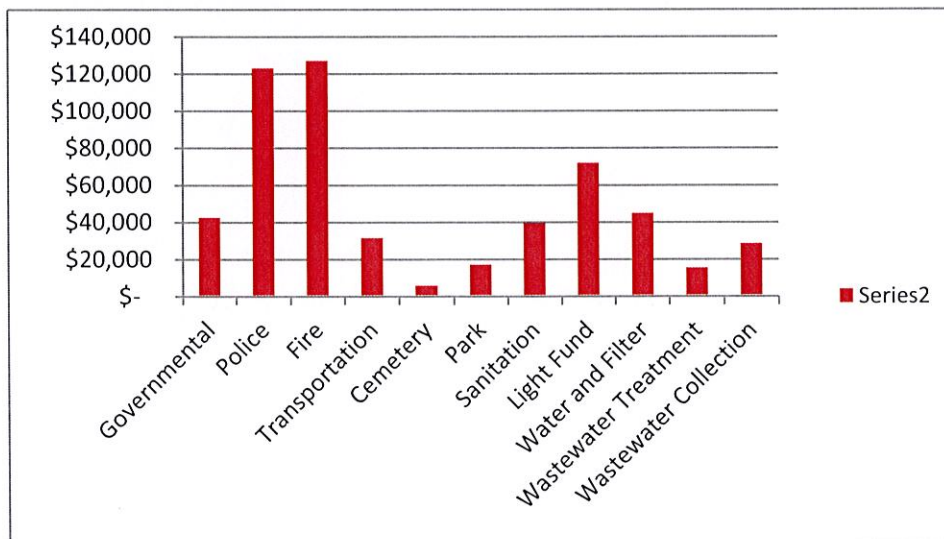
Bills and Payroll for Council Meeting 3/4/19

6.A

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 64,756.20
			\$ 95,627.27
		Total General Fund	\$ 160,383.47
190	9	Sanitation	\$ 36,373.19
			\$ 4,203.34
		Total Sanitation	\$ 71,288.89
200	9	Electric/Utility Office	\$ 13,335.84
		Total Electric/Utility Office	\$ 13,335.84
210	8	Water and Filter	\$ 59,927.98
			\$ 4,926.23
		Total Water Filter	\$ 64,854.21
	9	Waste Water Collection and Treatment	\$ 1,783.15
			\$ 27,322.05
		Total Wastewater Collection and Treatment	\$ 29,105.20

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 42,154
100	2100	Police	\$ 122,688
100	2300	Fire	\$ 126,502
100	3300	Transportation	\$ 31,251
100	5000	Cemetery	\$ 5,506
100	7000	Park	\$ 16,792
190	3100	Sanitation	\$ 39,066
200	1000/4500	Light Fund	\$ 71,426
200	4700/4600	Water and Filter	\$ 44,365
200	2000	Wastewater Treatment	\$ 14,961
200	2001	Wastewater Collection	\$ 28,173
		Total Payroll	\$ 542,884



Number of Employees paid March 4, 2019
See next page

Communication: Bills & Payroll (Approval of Bills and Payroll)

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,316.56	.00	.00	4,316.56
100	1200	ADMINISTRATION	16,021.94	.00	.00	16,021.94
100	1400	FINANCE	10,968.17	80.57	.00	11,048.74
100	1500	CITY CLERK	5,802.36	.00	.00	5,802.36
100	1700	ZONING	3,717.80	.00	.00	3,717.80
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,246.62	.00	.00	1,246.62
		Total Government	42,073.45	80.57	.00	42,154.02
100	2100	POLICE DEPT-MADISO	100,242.28	17,421.83	.00	117,664.11
100	2150	POLICE FICA	4,613.98	409.54	.00	5,023.52
		Total Police	104,856.26	17,831.37	.00	122,687.63
100	2300	FIRE DEPT-MADISONV	87,624.45	35,626.55	2,402.96	125,653.96
100	2350	FIRE FICA/NON HAZA	848.07	.00	.00	848.07
		Total Fire	88,472.52	35,626.55	2,402.96	126,502.03
100	3300	TRANSPORTATION DEP	29,903.73	1,347.60	.00	31,251.33
		Total Transportati	29,903.73	1,347.60	.00	31,251.33
100	5000	CEMETERY DEPARTMEN	5,421.56	84.72	.00	5,506.28
		Total Cemetery	5,421.56	84.72	.00	5,506.28
100	7000	PARK DEPARTMENT	16,735.98	56.41	.00	16,792.39
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	16,735.98	56.41	.00	16,792.39
190	3100	SANITATION DEPARTM	38,278.58	787.68	.00	39,066.26
		Total Sanitation	38,278.58	787.68	.00	39,066.26
200	1000	UTILITY OFFICE	16,736.60	593.60	.00	17,330.20
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	52,686.46	1,409.24	.00	54,095.70
		Total Utility Offi	69,423.06	2,002.84	.00	71,425.90
210	2000	WASTEWATER TREATME	14,741.57	219.10	.00	14,960.67
210	2001	WASTEWATER COLLECT	24,023.20	4,149.70	.00	28,172.90
		Total Wastewater T	38,764.77	4,368.80	.00	43,133.57
211	4600	FILTER DEPARTMENT	16,667.40	1,824.78	.00	18,492.18
211	4700	WATER DEPARTMENT	25,165.82	707.05	.00	25,872.87
		Total Water	41,833.22	2,531.83	.00	44,365.05
		Grand Totals	475,763.13	64,718.37	2,402.96	542,884.46

Communication: Bills & Payroll (Approval of Bills and Payroll)

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	66.25	.00	.00	66.25
100	1400	FINANCE	163.25	2.75	.00	166.00
100	1500	CITY CLERK	150.00	.00	.00	150.00
100	1700	ZONING	76.50	.00	.00	76.50
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	456.00	2.75	.00	458.75
100	2100	POLICE DEPT-MADISO	3,612.00	472.25	.00	4,084.25
100	2150	POLICE FICA	281.50	15.25	.00	296.75
		Total Police	3,893.50	487.50	.00	4,381.00
100	2300	FIRE DEPT-MADISONV	4,563.00	1,741.50	105.75	6,410.25
100	2350	FIRE FICA/NON HAZA	66.25	.00	.00	66.25
		Total Fire	4,629.25	1,741.50	105.75	6,476.50
100	3300	TRANSPORTATION DEP	1,948.00	49.75	.00	1,997.75
		Total Transportati	1,948.00	49.75	.00	1,997.75
100	5000	CEMETERY DEPARTMEN	393.00	5.25	.00	398.25
		Total Cemetery	393.00	5.25	.00	398.25
100	7000	PARK DEPARTMENT	831.00	3.50	.00	834.50
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	831.00	3.50	.00	834.50
190	3100	SANITATION DEPARTM	2,012.25	23.25	.00	2,035.50
		Total Sanitation	2,012.25	23.25	.00	2,035.50
200	1000	UTILITY OFFICE	810.00	28.50	.00	838.50
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,535.00	25.50	.00	1,560.50
		Total Utility Offi	2,345.00	54.00	.00	2,399.00
210	2000	WASTEWATER TREATME	615.50	7.50	.00	623.00
210	2001	WASTEWATER COLLECT	1,341.00	169.25	.00	1,510.25
		Total Wastewater T	1,956.50	176.75	.00	2,133.25
211	4600	FILTER DEPARTMENT	797.00	72.25	.00	869.25
211	4700	WATER DEPARTMENT	1,364.50	29.75	.00	1,394.25
		Total Water	2,161.50	102.00	.00	2,263.50
		Grand Totals	20,626.00	2,646.25	105.75	23,378.00

Communication: Bills & Payroll (Approval of Bills and Payroll)

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	2/22/19	7	1	6
100	1200	ADMINISTRATION	2/22/19	7	6	1
100	1400	FINANCE	2/22/19	5	5	
100	1500	CITY CLERK	2/22/19	4	4	
100	1600	AIRPORT	2/22/19	3	2	1
100	1700	ZONING	2/22/19	2	2	
100	2100	POLICE DEPT-MADISONVILLE	2/22/19	48	44	4
100	2150	POLICE FICA	2/22/19	6	2	4
100	2151	DISPATCH	2/22/19	15	12	3
100	2200	ALCOHOLIC BEVERAGE CONTROL	2/22/19	1		1
100	2300	FIRE DEPT-MADISONVILLE	2/22/19	59	59	
100	2350	FIRE FICA/NON HAZARDOUS	2/22/19	1	1	
100	3300	TRANSPORTATION DEPT	2/22/19	24	24	
100	5000	CEMETERY DEPARTMENT	2/22/19	5	5	
100	7000	PARK DEPARTMENT	2/22/19	16	13	3
190	3100	SANITATION DEPARTMENT	2/22/19	27	27	
210	2000	WASTEWATER TREATMENT	2/22/19	8	8	
210	2001	WASTEWATER COLLECTION	2/22/19	18	18	
211	4600	FILTER DEPARTMENT	2/22/19	12	12	
211	4700	WATER DEPARTMENT	2/22/19	17	17	
		Totals		285	262	23

Communication: Bills & Payroll (Approval of Bills and Payroll)

**CITY OF MADISONVILLE, KY
ORDINANCE**

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A PUBLIC STREET, ALLEY OR
WAY AND AUTHORIZING THE CLOSING OF SAME**

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

WHEREAS, the following described street, alley or way has been dedicated as a public street, alley or way by specific reference thereto by deeds of record in the Hopkins County Court Clerk's Office; and

WHEREAS, the City of Madisonville desires to accept the dedication of said street, alley or way so that same may be legally closed as herein provided; and

WHEREAS, all property owners who abut the public street, alley or way have consented in writing to the proposed closing of the street, alley or way; and

NOW, THEREFORE, be it ordained by the City of Madisonville, Kentucky, that dedication of the following described street, alley or way is hereby accepted by the City of Madisonville, and the following findings of fact are made with reference thereto:

1. The particular street, alley or way to be closed is a 10 foot alley lying on west side of Franklin Street and extending westward for a distance of 100 feet, which is highlighted in yellow on the attached plat.

2. All property owners in or abutting the street, alley or way to be closed are as follows:

a. M. E. Powers Properties, LLC by virtue of a deed of conveyance executed by Jo Nell Maltba and of record in Deed Book 745, page 595, Hopkins County Court Clerk's Office.

b. M. E. Powers Properties, LLC by virtue of a deed of conveyance executed by Norman Royce Boggess, et al., and of record in Deed Book 766, page 93, Hopkins County Court Clerk's Office.

3. Written notice of the proposed closing was given to all property owners in or abutting the public street, alley or way being closed; and

4. All property owners in or abutting the public street, alley or way being closed have

given their written notarized consent to the closing and copies of the written consents are attached hereto.

Accordingly, based upon the findings of fact herein, it is hereby ORDERED and ORDAINED that the public street, alley or way described herein is hereby CLOSED effective upon publication of this Ordinance. A copy of this Ordinance shall be filed of record in the Hopkins County Court Clerk's Office as required by KRS 82.405(2).

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 4th day of March, 2019 and the second reading on the 18th day of March, 2019. Motion was made by , seconded by , that the Ordinance be adopted as the law of the City of Madisonville, Kentucky, to be effective upon publication, as required by law.

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

It appearing that the Councilmembers voted the Mayor announced that the Motion was and that the above Ordinance would be published as required by law and would be effective as a new Ordinance of the City of Madisonville, Kentucky, immediately upon publication thereof, unless otherwise stated.

Dated 18th day of March, 2019

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

**RECEIPT AND CONSENT TO CLOSURE OF
PUBLIC STREET, ALLEY OR WAY**

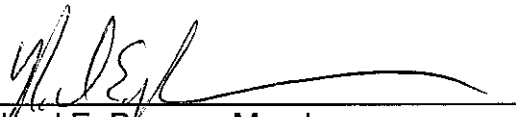
M. E. Powers, LLC, 67 North Franklin Street, Madisonville, Kentucky 42431, states that it is the owner of parcels of real estate located at 65 North Franklin Street (PVA Map: M-32-14-8) and 67 North Franklin Street (PVA Map: M-32-14-7) described in Deed Book 745, page 595 and Deed Book 766, page 93, Hopkins County Court Clerk's Office, which abut upon the public street, alley or way described as follows:

A 10 foot alley lying on the west side of Franklin Street and extending westward for a distance of 100 feet.

M. E. Powers, LLC hereby gives its written Consent to the closing of said public street, alley or way.

This 22 day of February, 2019.

M. E. POWERS PROPERTIES, LLC

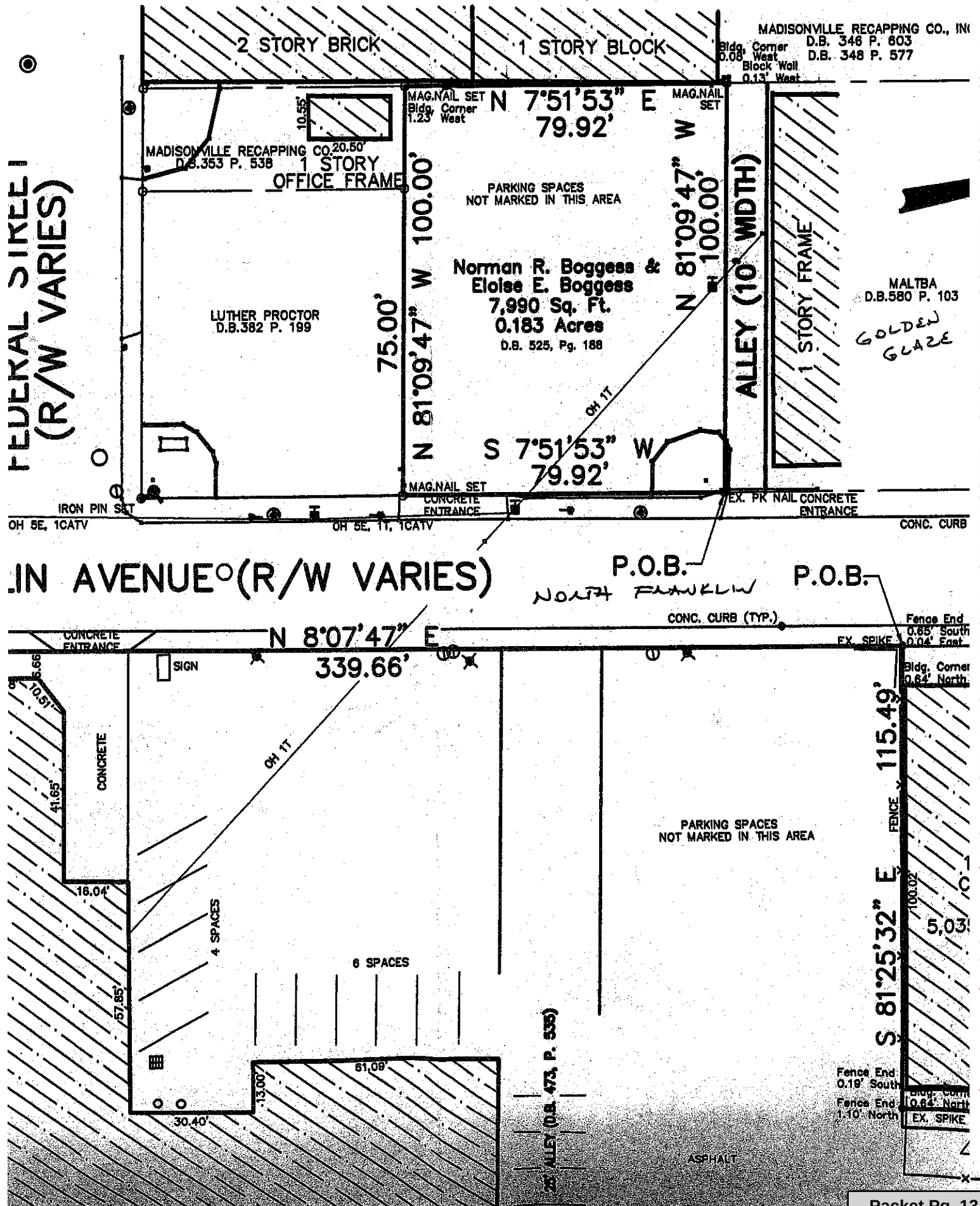


Michael E. Powers, Member

JAE.srp.City.2018.Ordinances.0221Powers.consent

FEDERAL STREET
(R/W VARIES)

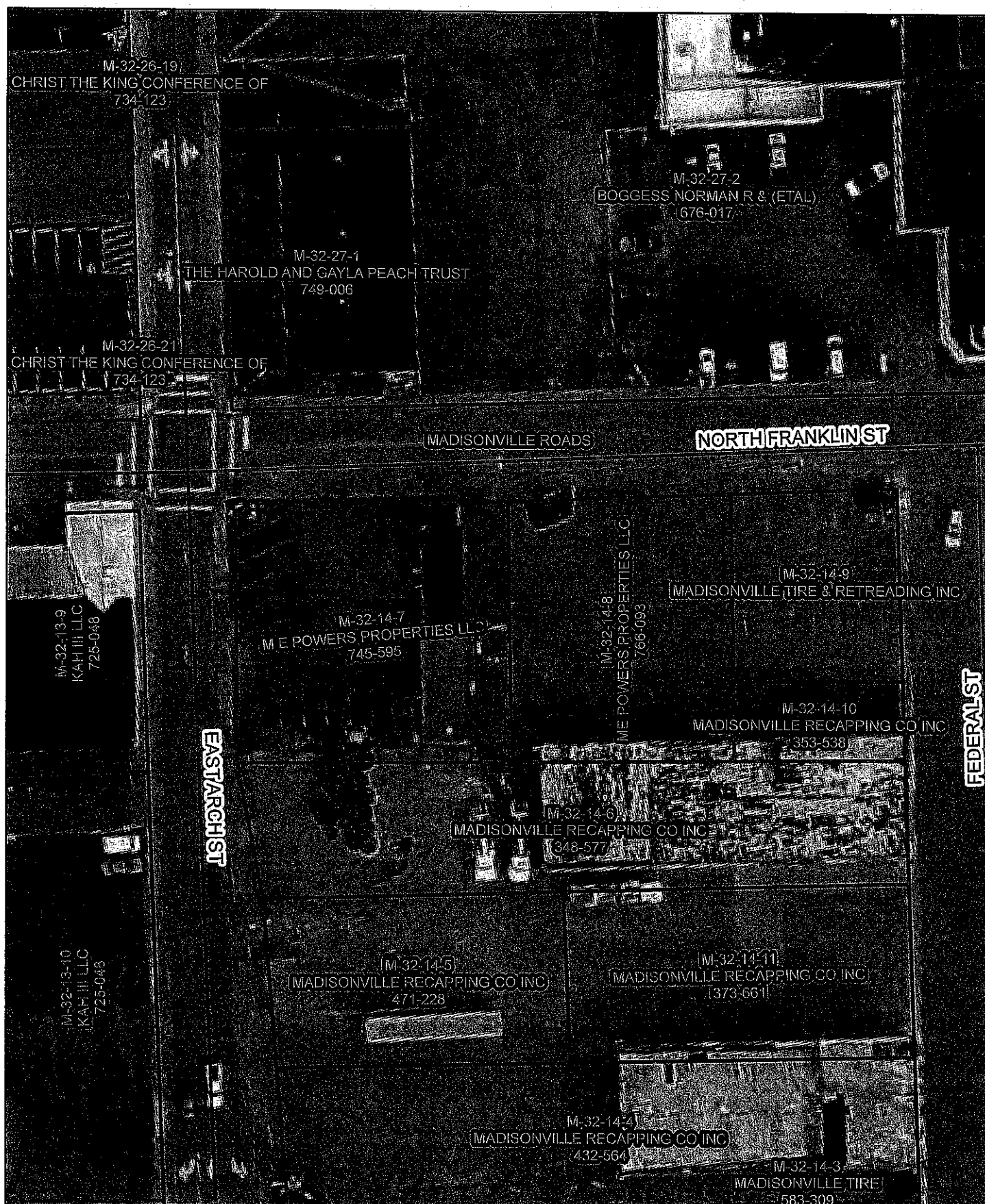
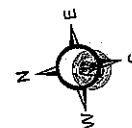
IN AVENUE (R/W VARIES)



Attachment: Receipt & Consent (1570 : AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A PUBLIC STREET, ALLEY OR WAY AND ARCH STREET

Hopkins County Property Valuation Administration

Maps to be used for identification only
NOT for conveyance



Attachment: Receipt & Consent (1570 : AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A PUBLIC STREET, ALLEY OR WAY AND

**CITY OF MADISONVILLE
RESOLUTION**

**RESOLUTION TO ENTER INTO AN AGREEMENT ENDORSED BY THE KENTUCKY
DIVISION OF EMERGENCY MANAGEMENT**

WHEREAS, the City of Madisonville, Kentucky desires to enter into an agreement, endorsed by the Kentucky Division of Emergency Management; and,

WHEREAS, the City of Madisonville agrees to execute the agreement and provide mutual aid and assistance to other parties under the terms and conditions contained in the attached agreement.

NOW THEREFORE, BE IT RESOLVED the Mayor is hereby authorized to execute and the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

ADOPTED on this 4th day of March, 2019.

ATTEST:

COMMONWEALTH OF KENTUCKY STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

This agreement, endorsed by the Kentucky Division of Emergency Management, 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 Commonwealth of Kentucky through its Division of Emergency Management recognizes 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, the Commonwealth of Kentucky wishes to encourage each local entity in Kentucky to become a party to this agreement to ensure the statewide availability of mutual aid and assistance to disaster or emergency-stricken communities as quickly, efficiently and effectively as possible; and

WHEREAS, under the Kentucky Revised Statutes, 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 Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

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

"Authorized representative" means the employee of a party, who has been authorized in writing by that party, to request, to offer, or to 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 Governor, or the President of the United States pursuant to federal law, 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 and which a local emergency response agency determines is beyond its capabilities.

"Local emergency declaration" means the written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred and the resulting emergency situation is beyond the capability of the local entity to manage using all local resources within its geographical limits.

"Local emergency management agency" means the organizational unit of a city, county, urban-county, or charter county government, created pursuant to Kentucky Revised Statutes Chapter 39B, with primary

5/21/2002

jurisdiction, responsibility, and authority for all 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 pursuant to the Kentucky Revised Statutes 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

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.

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-stricken 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. 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. 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.

5/21/2002

- 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 then 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.
- 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. **Stricken 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 specified by a recipient, it is mutually understood that a recipient will provide for the basic needs of provider's traveling employees. A recipient shall pay for all reasonable and documented out-of-pocket costs and expenses of a provider's personnel, including transportation expenses for travel to and from the stricken area. Further, a recipient shall house and feed provider's personnel at the recipient's sole cost and expense. If a recipient cannot provide such food and/or housing at the disaster or emergency area, a recipient shall specify in its request for assistance that self-sustained and supported personnel are needed.
 6. **Facilities:** The need for sites, structures or building 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.

- 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 in order 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 acknowledgment 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's submits a written acknowledgment 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.

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 as a result of 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.

- 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 recipient shall reimburse a provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, 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 reimbursed by a recipient for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation and maintenance expenses incurred. 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 reimbursed for the reasonable and documented costs of all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in subsection B of Section VII, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse or recklessness of a provider's materials and supplies used by them during the period of assistance. The measure of reimbursement

5/21/2002

shall be determined in accordance with 44C.F.R. 206.228. In the alternative, the parties may agree that a recipient will replace, with like kind and quality as determined by a provider, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing.

- D. **Record Keeping** - A recipient or its representative local emergency management agency, and Kentucky Division of Emergency Management personnel shall provide information, directions and assistance for record keeping to a provider's personnel. 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** - The reimbursement costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. A recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement.

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. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Every person in the service of the state or any of its political subdivisions or agencies, or of any county, city or any class under the contract of hire, express or implied, and every official or officer of those entities, whether elected or appointed, while performing his or her official duties shall be considered an employee of the state. Every person who is a member of a volunteer ambulance service, fire, or police department shall be deemed, for the purpose of this agreement, to be in the employment of the political subdivision of the state where the department is organized. Every person who is a regularly enrolled paid or volunteer member of an emergency management agency, or an emergency management agency-supervised operating unit, or a rescue squad, as established under KRS Chapters 39A to 39E, shall be deemed, for the purpose of this agreement, to be in the employment of the Commonwealth of Kentucky.

SECTION X. IMMUNITY

All activities performed under this agreement are hereby declared to be governmental functions. Neither the parties to this agreement, nor, except in cases of willful misconduct, gross negligence or bad faith, their personnel complying with or reasonably attempting to comply with this agreement or any ordinance, order, resolution, rule or regulation enacted or promulgated pursuant to the provisions of this agreement shall be liable for the death of or injury to persons, or for damage to property as a result of any such activity.

SECTION XI. 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

5/21/2002

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 does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE KENTUCKY DIVISION OF EMERGENCY MANAGEMENT

Under this agreement, the responsibilities of the Kentucky Division of Emergency Management are:

- (1) To serve as the central depository for all locally-approved and adopted agreements, along with the attached listing of a party's authorized representatives and contact information, and to provide this listing to each of the parties on an annual basis;
- (2) To coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this agreement;
- (3) To keep a record of all requests for assistance and acknowledgments; and
- (4) To report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate.

SECTION XIII. AMENDMENTS

- (1) Approval and adoption of the agreement by the governing body of a party and the signature of a party's chief executive officer; and
- (2) Submission of a copy of an approved and adopted agreement, along with approved minutes of the legally constituted meeting at which the agreement was approved, to the Kentucky Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

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 terminating their participation in this agreement shall submit a copy of their written termination notice to the Director of the Kentucky Division of Emergency Management. A party's termination of this agreement shall not affect a party's reimbursement obligations or any other liability or obligation incurred under the terms of this agreement. Once a termination is effective, a terminated entity shall no longer be a party to this agreement, but this agreement shall continue to be in force among the remaining parties.

SECTION XV. 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 XVI. 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

5/21/2002

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 XVII. EFFECTIVE DATE, APPROVAL AND ADOPTION

Part I. This agreement shall take effect upon approval and adoption of the following resolution by the entity seeking to become a party to the agreement.

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

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

THAT Robert Janes, City Administrator
(Name of Primary Representative) (Official Title)

AND Chief John Dunning, Fire Chief
(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, City of Madisonville
(Name of City, County, or Entity)

a public entity established under the laws of the Commonwealth of Kentucky and to file a copy of this resolution with the Kentucky Division of Emergency Management for the purpose of entering into the agreement and thereby become a party to the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

Passed and approved this _____ day of _____, 2019.

Name and Title

Name and Title

CERTIFICATION

I, Kim Blue, duty appointed City Clerk
(Title)

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

resolution passed and approved by the City Council of City of Madisonville
(City, County, or Other Entity) (Public Entity)

on the _____ day of _____.

City Clerk
(Official Position)

(Signature)

5/21/2002

**COMMONWEALTH OF KENTUCKY 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: Robert James Title: City Administrator
Address: 67 N. Main Street City: Madisonville State: KY
Zip Code: 42431 Phone: 270 824-2601 FAX: 270 824-2158
Pager: N/A E-Mail: Rjames@madisonville.gov.com
Cell Phone: 270 839-0751

ALTERNATE REPRESENTATIVE:

Name: John Dunning Title: Fire Chief
Address: 98 E Center St. City: Madisonville State: KY
Zip Code: 42431 Phone: 270 824-2148 FAX: 270 824-2165
Pager: _____ E-Mail: firechief@madisonville.gov.com
Cell Phone: 270 836-5702

Part III.

IN WITNESS WHEREOF, the Kentucky Division of Emergency Management has endorsed this agreement and the Party to Agreement listed above has caused this Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly adopted in its name and on its behalf by its chief executive officer, who has signed accordingly and attested with approval of its governing body, as of the date set forth in this agreement.

BY: _____, Director, Kentucky Division of Emergency Management

DATE: _____

**CITY OF MADISONVILLE
RESOLUTION**

ACCEPT BID FOR 433 WEST ARCH STREET, MADISONVILLE, KENTUCKY

WHEREAS, the City of Madisonville opened bids for a lot at 433 West Arch Street, Madisonville, Kentucky on Friday, March 1, 2019 at 10:00 a.m.; and

WHEREAS, the City of Madisonville received two bids as follows:

Name	Bid Amount
Garrigan Building & Construction	\$800.00
Tracy Logan	\$1200.00

WHEREAS, Tracy Logan was the lowest bid in the amount of \$1,200.00.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to sell the property located at 433 West Arch Street, Madisonville, Kentucky for the price of \$1,200.00 to Tracy Logan.

ADOPTED on this 4th day of March, 2019.

ATTEST:

City of Madisonville, KY

Bid Opening 433 West Arch Street, Madisonville, KY

Date of Bid Opening: 3/1/2019

Time of Bid Opening: 10:00 am local time

Location of Bid Opening: 67 N Main St, Madisonville, KY 42431

Name	Bid Amount
Garrigan Building & Construction	\$800.00
Tracy Logan	\$1200.00

Attachment: 433 W Arch (1572 : Accept bid for 433 West Arch Street, Madisonville, Kentucky)

Bid for 433 West Arch St., Madisonville, KY 42431

We Bid \$800.00 for the Property

Garrigan Building & Construction
David Garrigan
1921 South Main St
Madisonville, KY 42431
270-619-0174
david@garriganbuilding.com

Kim Blue
City Clerk
City of Madisonville
67 North Main Street
Madisonville, KY 42431

March 1, 2019

Kim,

Please accept this as a seal bid in the amount of \$1,200.00, for 433 West Arch Street from Tracy Logan.

Thank you,

Tracy Logan
by Bonnie Smith
By Bonnie Smith For Tracy Logan

Bonnie Smith
Zoning Administrative Secretary
City of Madisonville

Attachment: 433 W Arch (1572 : Accept bid for 433 West Arch Street, Madisonville, Kentucky)

BOOK 760 PAGE 460**COMMISSIONER'S DEED**

THIS DEED OF CONVEYANCE made and entered into by and between City of Madisonville, Kentucky; James C. Davis; Sylvia M. Davis; Hopkins County, Kentucky; Hancock Bank and Trust Company; Atlas Acquisitions, LLC; Midland Funding, LLC; Tax Ease Lien Investments 1, LLC; Trover Clinic; Perkins Lumber, LLC; Hopkins County Teachers Federal Credit Union; First United Bank and Trust Company; INA Group, LLC; National Loan Investors, LP; Mid South Capital Partners LP; Jamos Fund I, LP; Bank of Cadiz and Trust Company; Old National Bank; Lightstorm Properties, LLC, parties of the first part, by L. Rush Hunt, Master Commissioner of the Hopkins Circuit Court, 123 East Center Street, Madisonville, Kentucky, herein referred to as Grantor; and City of Madisonville, Kentucky, party of the second part, P.O. Box 705, Madisonville, Kentucky 42431, herein referred to as Grantee. The in-care-of address to which the property tax bill may be sent is: City of Madisonville, Kentucky, P.O. Box 705, Madisonville, Kentucky 42431.

WITNESSETH:

WHEREAS, in the action of City of Madisonville, Kentucky, Plaintiff, vs. James C. Davis, et al., Defendants, Civil Action No. 17-CI-00537 pending in the Hopkins Circuit Court, an Order was entered by the Hopkins Circuit Court directing the Master Commissioner of said Court to sell at public auction to the highest bidder, the property hereinafter described; and

WHEREAS, the property described in this action and hereinbelow was sold in accordance with said Order on December 18, 2017, when City of Madisonville, Kentucky became the purchaser thereof for the purchase price of ONE THOUSAND ONE DOLLARS (\$1,001.00); and

WHEREAS, the report of said sale was subsequently confirmed by the Hopkins Circuit Court and an Order was entered directing L. Rush Hunt, Master Commissioner, to execute a Deed of

Attachment: 433 W Arch (1572 : Accept bid for 433 West Arch Street, Madisonville, Kentucky)

461

Conveyance to purchaser, all of which appears in and may be referred to for greater certainty in the record and proceedings in said case.

NOW THEREFORE, the parties of the first part, by L. Rush Hunt, Master Commissioner of the Hopkins Circuit Court, for and in consideration of the sum of ONE THOUSAND ONE DOLLARS (\$1,001.00) and by virtue of the power of law vested in him, hereby conveys unto the party of the second part, City of Madisonville, Kentucky, its successors and assigns, with such covenant of Warranty as he is authorized by the Judgment, Orders and proceedings in said case to make, and no further, all right, title and interest, legal and equitable of said parties to this action, in and to the following described real estate located in Hopkins County, Kentucky, and more particularly bounded and described as follows:

433 West Arch Street

Beginning 12 feet east of John Ross's widow and heirs southeast corner of Arch Street; running hence about east 65 feet to a planted stone; thence about north 189 feet to a stake; thence about west 63 feet to said Ross's northeast corner; thence about south and parallel with the Ross east line to the beginning.

Being the same real estate conveyed by Farmer Bank & Trust company to James C. Davis by deed dated July 2, 1993, and of record in Deed Book 519, page 631, Hopkins County Court Clerk's Office.

We, L. Rush Hunt, Master Commissioner of the Hopkins Circuit Court, Grantor, and City of Madisonville, Kentucky, Grantee, do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration in the amount of \$1,001.00 is the true, correct and full consideration paid for the property herein conveyed. We further certify our understanding that falsifications of the stated consideration or sales price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

462

IN TESTIMONY WHEREOF, the parties hereto have set their names, this the 11th day of January, 2018.

GRANTOR:

L. Rush Hunt

L. Rush Hunt
Master Commissioner
Hopkins Circuit Court

GRANTEE:

City of Madisonville, Kentucky

By: [Signature]

STATE OF KENTUCKY)
)
COUNTY OF HOPKINS)

The foregoing Deed of Conveyance was executed, acknowledged and sworn to before me by L. Rush Hunt, Master Commissioner of the Hopkins Circuit Court, GRANTOR, on this the 11th day of January, 2018.

[Signature]

NOTARY PUBLIC-STATE AT LARGE
My Commission Expires: 2/3/18
Notary ID: 41348

STATE OF KENTUCKY)
)
COUNTY OF HOPKINS)

The foregoing Deed of Conveyance was executed, acknowledged and sworn to before me by David W. Jackson on behalf of City of Madisonville, Kentucky, GRANTEE, on this the 5 day of February, 2018.

[Signature]

NOTARY PUBLIC-STATE AT LARGE
My Commission Expires: 5/23/2020
Notary ID: 461023

463

Acknowledged by the Master Commissioner, examined, found correct and approved in open Court, and ordered to be certified for record, this the 11 day of January, 2018.

James C. Brantley
James C. Brantley, Judge
Hopkins Circuit Court

STATE OF KENTUCKY
HOPKINS CIRCUIT COURT

I, Karen L. McKnight, Clerk of the Hopkins Circuit Court, do hereby certify that this Deed from James C. Davis, et al., by L. Rush Hunt, Master Commissioner of said Court to City of Madisonville, Kentucky, was on the 11th day of January, 2018, presented in open Court by L. Rush Hunt, Master Commissioner, and was by him duly acknowledged to be his act and deed, the said Deed having been examined by the Court, was approved and confirmed and so endorsed by the Judge, and ordered to be transmitted, duly certified, to the Clerk of the Hopkins County Court for record, which is now done accordingly.

Given under my hand this the 11th day of January, 2018.

ATTEST:

KAREN L. MCKNIGHT, CLERK

BY: Karen L. McKnight, Clerk

STATE OF KENTUCKY
COUNTY OF HOPKINS

I, Keenan Cloern, Clerk of the Hopkins Court, do hereby certify that the foregoing Deed of Conveyance from James C. Davis, et al., by L. Rush Hunt, Master Commissioner of the Hopkins Circuit Court, to City of Madisonville, Kentucky, was produced in my office on the 6th day of February 2018, certified as above for record, whereupon the same and the foregoing, and this certificate has been duly recorded in my office.

Given under my hand this the 6th day of February, 2018.

ATTEST:

KEENAN CLOERN, CLERK

BY: Nicole Cozma, D.C.

Attachment: 433 W Arch (1572 : Accept bid for 433 West Arch Street, Madisonville, Kentucky)

**CITY OF MADISONVILLE
RESOLUTION**

RESOLUTION TO DECLARE A THERMAL CAMERA AS SURPLUS PROPERTY

WHEREAS, the Fire Department has a Bullard T3Max Thermal Camera Serial Number 33786 owned by the City of Madisonville to be declared surplus; and

WHEREAS, the Fire Department requests to dispose of the thermal camera by means appropriate according to KRS 82.083.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

ADOPTED on this 4th day of March, 2019.

ATTEST:



PROCLAMATION



WHEREAS, the people of Madisonville and Hopkins County recognize the importance of child and adult literacy to quality of life and a successful society; and

WHEREAS, the foundation of an educated workforce and prosperous community begins with the ability to read and understand the written word; and

WHEREAS, parents and guardians, working in partnership with teachers, principals, school administrators and family members, are instrumental in promoting the value of literacy to children; and

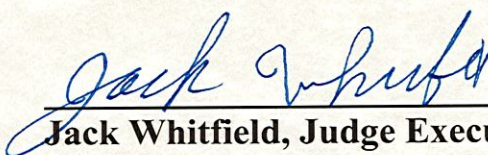
WHEREAS, business and community leaders can play a vital role in promoting the value of child and adult literacy; and

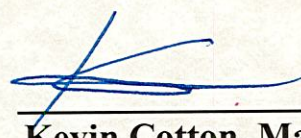
WHEREAS, children and adults must become excited about reading so they will be inspired to make a lifelong pursuit; and

WHEREAS, the City of Madisonville and Hopkins County acknowledge the importance of literacy to our continued success as a community and ask our citizens to accept the responsibility to promote literacy as an educational tool as well as a means to remain economically competitive.

NOW THEREFORE, in recognition of Literacy Celebration Month, the City of Madisonville and Hopkins County Fiscal Court proclaim March 2019 as

“LITERACY CELEBRATION MONTH”


 Jack Whitfield, Judge Executive
 Hopkins County, Kentucky


 Kevin Cotton, Mayor
 City of Madisonville, Kentucky

