



**REGULAR MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
WEBEX, CISCO WEBEX ONLINE, MADISONVILLE, KY 42431**

December 7, 2020 at 4:30 PM

AGENDA

1. CALL TO ORDER

2. INVOCATION

3. ROLL CALL

4. APPROVAL OF MINUTES

A. City Council - Regular Meeting - Nov 16, 2020 4:30 PM

5. APPROVAL OF BILLS AND PAYROLL

A. Bills & Payroll

6. NEW BUSINESS

A. First Reading Ordinances

A. AN ORDINANCE REPEALING CHAPTER 34.14 and CHAPTER 34.15 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO POLICE AND FIRE PERSONNEL REMOVAL AND APPEAL PROCEDURES IN ITS ENTIRETY

B. Amending Chapter 118 of code of ordinances relating to alcoholic beverage (Sunday Sales)

C. AN ORDINANCE AMENDING CHAPTER 118.80(B) OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO ALCOHOLIC BEVERAGE (LICENSE FEES)

D. Ordinance adopting a new Personnel and Pay classification plan

B. Resolutions

A. Authorizing Mayor to execute a deed of restriction for the Land and Water Conservation Fund

B. Reject Bids for Design and Construction of Mountain Bike Trail

7. ADJOURNMENT

8. ORDINANCES

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
VIRTUAL FACEBOOK LIVE IN CITY COUNCIL CHAMBERS, 77 NORTH MAIN STREET,
2ND FLOOR, MADISONVILLE, KY 42431**

November 16, 2020 at 4:30 PM

MINUTES

1. **CALL TO ORDER BY MAYOR KEVIN COTTON**
2. **INVOCATION BY COUNCILMEMBER CHAD MENSER**
3. **ROLL CALL**

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

4. **APPROVAL OF MINUTES**

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

A. City Council - Regular Meeting - Oct 19, 2020 4:30 PM

B. Approval of Bills and Payroll

A. Bills & Payroll

5. **DEPARTMENT REPORTS**

- A. Fire Department Report
- B. Police Department Report
- C. Report of Property Tax Collections

6. **COUNCIL COMMITTEE REPORTS: TOURISM ADVISORY BOARD**

- A. Approve the sum of \$50,000.00 for the waltzing waters Christmas Show and other decorations for Madisonville City Park

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

7. NEW BUSINESS

A. Resolutions

A. Resolution authorizing Mayor to execute a replacement deed

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

B. Accept Bids for Two Flender Gearboxes

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

8. EXECUTIVE ORDERS

A. EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF TIM MORGAN TO THE AIRPORT BOARD

9. ADJOURNMENT

Minutes Acceptance: Minutes of Nov 16, 2020 4:30 PM (Approval of Minutes)

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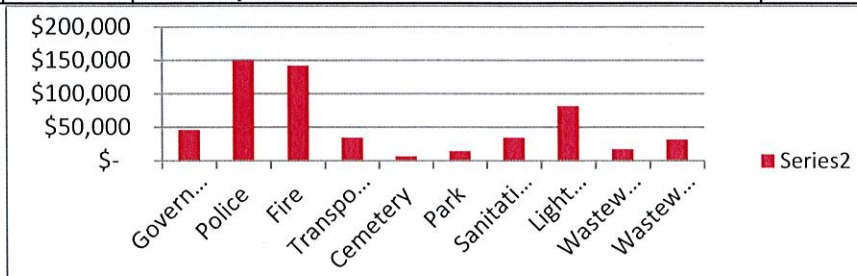
Bills and Payroll for Council Meeting 12/07/2020

5.A

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 68,373.43
			\$ 89,308.10
			\$ 80,033.43
		Total General Fund	\$ 237,714.96
190	9	Sanitation	\$ 13,780.08
			\$ 374.55
			\$ 61,945.34
			\$ 10,633.23
		Total Sanitation	\$ 86,733.20
200	9	Electric/Utility Office	\$ 79,651.12
			\$ 73,986.44
			\$ 12,616.25
		Total Electric/Utility Office	\$ 166,253.81
210	8	Water and Filter	\$ 42,268.61
			\$ 61,957.76
			\$ 7,598.84
		Total Water Filter	\$ 111,825.21
	9	Waste Water Collection and Treatment	\$ 46,034.36
			\$ 19,463.36
			\$ 13,327.24
		Total Wastewater Collection and Treatment	\$ 78,824.96

Estimated Payroll

	Dept #	Department Name	Amount
Co#	Various	Governmental	\$ 45,673
100	2100	Police	\$ 149,797
100	2300	Fire	\$ 142,239
100	3300	Transportation	\$ 34,492
100	5000	Cemetery	\$ 6,456
100	7000	Park	\$ 14,204
100	3100	Sanitation	\$ 34,529
190	1000/4500	Light Fund	\$ 81,455
200	2000	Wastewater Treatment	\$ 17,081
200	2001	Wastewater Collection	\$ 31,589
200	4700/4600	Water and Filter	\$ 50,415
200		Total Payroll	\$ 607,929



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

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,529.76	.00	.00	4,529.76
100	1200	ADMINISTRATION	18,801.20	.00	.00	18,801.20
100	1400	FINANCE	11,665.49	140.74	.00	11,806.23
100	1500	CITY CLERK	5,370.38	.00	.00	5,370.38
100	1700	ZONING	3,868.04	.00	.00	3,868.04
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,296.98	.00	.00	1,296.98
		Total Government	45,531.85	140.74	.00	45,672.59
100	2100	POLICE DEPT-MADISO	134,257.79	10,782.04	.00	145,039.83
100	2150	POLICE FICA	4,205.15	552.02	.00	4,757.17
		Total Police	138,462.94	11,334.06	.00	149,797.00
100	2300	FIRE DEPT-MADISONV	98,970.10	37,843.47	4,523.41	141,336.98
100	2350	FIRE FICA/NON HAZA	902.30	.00	.00	902.30
		Total Fire	99,872.40	37,843.47	4,523.41	142,239.28
100	3300	TRANSPORTATION DEP	33,125.82	1,366.38	.00	34,492.20
		Total Transportati	33,125.82	1,366.38	.00	34,492.20
100	5000	CEMETERY DEPARTMEN	6,447.78	7.88	.00	6,455.66
		Total Cemetery	6,447.78	7.88	.00	6,455.66
100	7000	PARK DEPARTMENT	13,669.18	410.01	.00	14,079.19
100	7100	POOL EMPLOYEES	124.34	.00	.00	124.34
		Total Park	13,793.52	410.01	.00	14,203.53
190	3100	SANITATION DEPARTM	32,761.44	1,767.56	.00	34,529.00
		Total Sanitation	32,761.44	1,767.56	.00	34,529.00
200	1000	UTILITY OFFICE	22,620.02	277.84	.00	22,897.86
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	56,817.54	1,739.30	.00	58,556.84
		Total Utility Offi	79,437.56	2,017.14	.00	81,454.70
210	2000	WASTEWATER TREATME	17,034.93	45.64	.00	17,080.57
210	2001	WASTEWATER COLLECT	30,951.25	638.02	.00	31,589.27
		Total Wastewater T	47,986.18	683.66	.00	48,669.84
211	4600	FILTER DEPARTMENT	15,613.81	2,441.33	.00	18,055.14
211	4700	WATER DEPARTMENT	28,000.65	4,359.45	.00	32,360.10
		Total Water	43,614.46	6,800.78	.00	50,415.24
		Grand Totals	541,033.95	62,371.68	4,523.41	607,929.04

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	204.25	.00	.00	204.25
100	1400	FINANCE	186.75	4.50	.00	191.25
100	1500	CITY CLERK	102.00	.00	.00	102.00
100	1700	ZONING	78.00	.00	.00	78.00
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	571.00	4.50	.00	575.50
100	2100	POLICE DEPT-MADISO	4,314.00	271.00	.00	4,585.00
100	2150	POLICE FICA	216.00	18.50	.00	234.50
		Total Police	4,530.00	289.50	.00	4,819.50
100	2300	FIRE DEPT-MADISONV	5,135.75	1,732.00	192.25	7,060.00
100	2350	FIRE FICA/NON HAZA	67.75	.00	.00	67.75
		Total Fire	5,203.50	1,732.00	192.25	7,127.75
100	3300	TRANSPORTATION DEP	2,054.25	54.75	.00	2,109.00
		Total Transportati	2,054.25	54.75	.00	2,109.00
100	5000	CEMETERY DEPARTMEN	471.25	.50	.00	471.75
		Total Cemetery	471.25	.50	.00	471.75
100	7000	PARK DEPARTMENT	653.25	20.00	.00	673.25
100	7100	POOL EMPLOYEES	14.50	.00	.00	14.50
		Total Park	667.75	20.00	.00	687.75
190	3100	SANITATION DEPARTM	1,687.00	57.50	.00	1,744.50
		Total Sanitation	1,687.00	57.50	.00	1,744.50
200	1000	UTILITY OFFICE	1,111.75	11.50	.00	1,123.25
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,572.50	29.75	.00	1,602.25
		Total Utility Offi	2,684.25	41.25	.00	2,725.50
210	2000	WASTEWATER TREATME	628.00	1.50	.00	629.50
210	2001	WASTEWATER COLLECT	1,483.75	28.00	.00	1,511.75
		Total Wastewater T	2,111.75	29.50	.00	2,141.25
211	4600	FILTER DEPARTMENT	794.50	95.75	.00	890.25
211	4700	WATER DEPARTMENT	1,422.61	164.25	.00	1,586.86
		Total Water	2,217.11	260.00	.00	2,477.11
		Grand Totals	22,197.86	2,489.50	192.25	24,879.61

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

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	11/25/20	7	1	6
100	1200	ADMINISTRATION	11/25/20	8	8	
100	1400	FINANCE	11/25/20	5	5	
100	1500	CITY CLERK	11/25/20	3	3	
100	1600	AIRPORT	11/25/20	4	4	
100	1700	ZONING	11/25/20	2	2	
100	2100	POLICE DEPT-MADISONVILLE	11/25/20	53	47	6
100	2150	POLICE FICA	11/25/20	3	2	1
100	2151	DISPATCH	11/25/20	12	12	
100	2200	ALCOHOLIC BEVERAGE CONTROL	11/25/20	1		1
100	2300	FIRE DEPT-MADISONVILLE	11/25/20	58	58	
100	2350	FIRE FICA/NON HAZARDOUS	11/25/20	1	1	
100	3300	TRANSPORTATION DEPT	11/25/20	24	24	
100	5000	CEMETERY DEPARTMENT	11/25/20	6	6	
100	7000	PARK DEPARTMENT	11/25/20	10	10	
100	7100	POOL EMPLOYEES	11/25/20	1		1
100	7200	MAHR PARK	11/25/20	6	5	1
190	3100	SANITATION DEPARTMENT	11/25/20	21	21	
200	1000	UTILITY OFFICE	11/25/20	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	11/25/20	20	20	
210	2000	WASTEWATER TREATMENT	11/25/20	8	8	
210	2001	WASTEWATER COLLECTION	11/25/20	20	20	
211	4600	FILTER DEPARTMENT	11/25/20	10	10	
211	4700	WATER DEPARTMENT	11/25/20	17	17	
Totals				315	299	16

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

**CITY OF MADISONVILLE, KY
ORDINANCE**

**AN ORDINANCE REPEALING CHAPTER 34.14 AND CHAPTER 34.15 OF THE CITY OF
MADISONVILLE CODE OF ORDINANCES RELATING TO POLICE AND FIRE
PERSONNEL REMOVAL AND APPEAL PROCEDURES IN ITS ENTIRETY**

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

Sections 34.14 and 34.15 of the City of Madisonville Code of Ordinances dated March 5, 1943 and amended on January 19, 2016 indexed as Ordinance 3-5-43 and amended O-2016-2 (Ordinance relating to police and fire personnel removal and appeal procedures is hereby repealed in its entirety.

§34.14 REMOVAL

~~(A) Grounds. No member of the Police or Fire Department shall be removed from the department or reduced in grade on any reason except inefficiency, misconduct, insubordination, or violation of law, or violation of the rules for the departments.~~

~~(B) Filing of charges. Any person may prefer charges against a member of the Police or Fire Departments, which must be filed in the office of the Mayor, who shall thereupon communicate the charge without delay to the City Council. The charges must be written, signed by the person making such charges and must set out with clearness and distinctness each and every charge. It shall be the duty of the Mayor and each member of the Council, whenever probable cause appears, to prefer charges against any member of the Police or Fire Departments, whom, he/she believes to have been guilty of any conduct justifying his/her removal or punishment in the interest of public order. The charges thus filed shall be written and shall be set out with sufficient specificity so as to fully inform the officer of the nature and circumstances of the alleged violation in order that he or she may be able to properly defend himself or herself. All investigations of any complaint against a member of the Police Department and any charge or disciplinary proceeding relating thereto shall be in accordance with KRS 15.520 as same may be amended, distinctness and clearness the charges made, and on the hearing of any charges, as hereinafter provided, all the charges shall be considered traversed and put in issue so presented. All charges against members of the Police or Fire Departments shall be filed with the Madisonville City Clerk Treasurer.~~

~~(C) Hearing. All hearings involving a member of the Police Department shall be held in accordance with KRS 15.520 as same may be amended. Unless waived in writing by the charged officer, any accused officer of the Police or Fire Department shall be given at least twelve days' written notice of any hearing. The notice shall be served on the officer by certified mail, return receipt requested, or by personal delivery. The notice shall state the date, time and place at which and when the hearing of the charges shall begin. Within three days after the filing the City Council shall proceed to hear and examine the charges; provided two days before the hearing the member of the Police and Fire Departments, accused, has been served with a copy of the charges, and a statement of the day, place and hour at which and when the hearing of the charges shall begin. The person accused may, however, in writing, waive the service of the charges. Upon the filing of the charges, the City Council shall proceed to hear and examine the charges, and demand trial within three days after the charges are filed with the Clerk Treasurer of the City Council. The Council will have the power to summon and compel the attendance of witnesses at all hearings or sittings, by the body, on subpoena issued by the Madisonville City Clerk Treasurer of the City Council, and served on the witnesses by any officer authorized to serve subpoenas from any court of justice in the county. If any witness fails to appear in~~

~~response to a subpoena or refuses to testify concerning any matter on which he may lawfully be interrogated, any district court judge, on application of the Council may compel obedience by proceedings for contempt as in the case of disobedience of a subpoena issued from the district court.~~

~~(D) Rights of accused. The member of the Police or Fire Department, the accused, shall have the right to have subpoenaed, in his/her behalf, any witness he/she may desire, on furnishing their names to the Madisonville City Clerk of the City Council, and the action and decision of the Council on the charges shall be reduced in writing and shall be entered in a book to be kept for that purpose by the Council, and the written charges filed in this matter shall be preserved and securely attached to the book containing the Council's decisions.~~

~~(E) Suspension pending hearing. In cases where the Mayor or Chief has a probable cause to believe that a member of the Police or Fire Department has been guilty of any conduct justifying removal or punishment, he may suspend the member from duty, or from both pay and duty, pending the trial, and the member shall not be placed on duty or allowed pay thereafter until the charges are heard by the Council.~~

~~(F) Penalties. The Council shall fix punishment against a member of the Police or Fire Departments found guilty of any charge under this subchapter, by reprimand or suspension for any length of time in their judgment, not to exceed six months or by reducing the grade, if the accused by the Chief or other officer, or by combining any two or more of the punishments, or by removal or dismissal from the service of any such member of the Police or Fire Department, except as provided in this subchapter, no member shall be reprimanded, removed, suspended or dismissed from the department until written charges have been made, or preferred against him/her, and a trial had as herein provided.~~

~~('74 Code § 2-160) (Ord. Passed 3-5-43)~~

§ 34.15 APPEAL PROCEDURES.

~~(A) As provided by law, any member of the Police or Fire Departments who shall be found guilty by the City Council of any charge as hereinbefore provided, may bring action in Hopkins Circuit Court.~~

~~(B) On the request of the part accused, the Madisonville City Clerk—Treasurer of the Council shall file a certified copy of the charges made and the judgment or the findings of the body of the circuit court; which transcript, having been filed, the cause shall be docketed in the circuit court and tried de novo by the judge of the court.~~

~~(C) Should the Madisonville City Clerk—Treasurer of the Council fail to certify and transmit the transcript aforesaid to the circuit court within five days after the request is made for same, then the party aggrieved may file an affidavit in the circuit court, setting out as fully as possible the charges made, the time of trial by the court and the judgment of the body, together with the statements of facts that the demand for transcript has been made on the Madisonville City Clerk—Treasurer of the Council more than five days before the filing of the affidavit.~~

~~(D) As provided by law, on the filing of the affidavit in the Hopkins Circuit Court, said cause shall be docketed in the court and the circuit court is authorized to compel the filing of the transcript by the Treasurer by entering the proper mandatory orders, and by fine and imprisonment, as in cases of contempt. Such appeal shall have precedence over other business and be taken up and determined speedily.~~

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 7th day of December 2020 and the second reading on the 21st day of December 2020. 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 21st day of December 2020

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

**CITY OF MADISONVILLE, KY
ORDINANCE**

**AN ORDINANCE AMENDING CHAPTER 118 OF THE CITY OF MADISONVILLE CODE OF
ORDINANCES RELATING TO ALCOHOLIC BEVERAGES (SUNDAY SALES)**

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

Chapter 118 of the City of Madisonville Code of Ordinances is hereby amended as follows:

§ 118.26 DISTILLED SPIRITS AND WINE LICENSES; FEES.

The city shall have the power and authority to issue the following kinds of distilled spirits and wine licenses upon proper application and the payment of the prescribed fee:

<i>License Type</i>	<i>Fee</i>
(A) Non-quota Type-1 retail drink license - convention center, (includes distilled spirits, wine & malt beverages), per annum	\$800
(B) Quota retail package license, per annum	\$600
(C) Non-quota Type-2 retail drink license, (includes distilled spirits, wine & malt beverages), per annum	\$800
(D) Special, temporary license, per event (includes <u>distilled spirits</u> , wine & malt beverages)	[\$75] <u>\$100</u>
(E) Quota retail drink license, per annum	\$1,000

§ 118.27 MALT BEVERAGE LICENSES; FEES.

The city shall have the power and authority to issue the following kinds of malt beverage licenses upon proper application and the payment of the following prescribed fees:

<i>License Type</i>	<i>Fee</i>
(A) Malt beverage distributors license, per annum	\$200
(B) Non-quota retail malt beverage package license, per annum	\$200
(C) Non-quota <u>Type-4</u> retail malt beverage drink license, per annum	\$200
(D) Renewals, (A), (B), and (C)	\$200

§ 118.30 CONSUMPTION OF DRINK ON PREMISES; LICENSE REQUIRED; FEE.

The city shall have the power and authority to issue licenses authorizing hotels, motels, inns or restaurants to sell alcoholic beverages by the drink for consumption on the premises. The licenses shall only be issued to hotels, motels or inns containing not less than fifty (50) sleeping units and having dining facilities for not less than fifty (50) persons, or bona fide restaurants open to the general public ~~having dining facilities for not less than fifty (50) persons~~. The fee for such a license shall be eight hundred dollars (\$800.00) per annum.

§ 118.32 SPECIAL SUNDAY SALE LICENSES.

Any person or entity possessing a valid NQ-1 retail drink license, a NQ-2 retail drink license or a NQ-3 retail drink license may apply for a special limited Sunday sale retail drink license to sell distilled spirits, wine and malt beverages by the drink on Sunday between 12:00 noon ~~[1:00 p.m.]~~ and 12:00 midnight ~~[10:00 p.m.]~~ No sale of alcoholic beverages may be sold on Sunday until the applicant has applied for and obtained a limited Sunday liquor by the drink license from the Kentucky Department of Alcoholic Beverage Control and has paid all application license fees and costs associated therewith.

§ 118.42 CAUSES FOR REFUSAL TO ISSUE OR RENEW LICENSE; SUSPENSION OR REVOCATION OF LICENSE.

(A) *State Law References.* Causes for refusal to issue or renew a license and for suspension or revocation of a city license shall be the same as provided for state licenses according to KRS 243.450 and 243.500, as well as violation of any city ordinance regarding alcoholic beverage licensing, sales, or the administration of licenses.

(B) *Delinquent Taxes or Fees.* No license to sell distilled spirits, wine ~~[alcoholic]~~ or malt beverages shall be granted or renewed to any person who is delinquent in the payment of any taxes or fees due the city at the time of issuing the license; nor shall any license be granted or renewed to sell upon any premises or property, owned and occupied by the licensee upon which there are any delinquent taxes or fees due the city. If a licensee becomes delinquent in the payment of any taxes or any fees due the city at any time during the license period, the license to sell alcoholic or malt beverages shall be subject to revocation or suspension. The City Administrator may, in his discretion, approve a license to sell after receiving from the City Treasurer, a written statement to the effect that the applicant for the license has paid or has made satisfactory arrangements with the City Treasurer for taking care of the indebtedness represented by the unpaid and delinquent taxes or fees. This section shall apply only to taxes and fees which are due and payable by the licensee.

§ 118.61 HOURS OF SALE.

(A) *Retail Package Sales.* Premises for which there has been granted a license for the sale at retail of distilled spirits and wine by the package shall be permitted to remain open during the hours of 6:00 a.m. to 12:00 midnight ~~[p.m. on weekdays, but shall remain closed during the twenty-four (24) hours of a Sunday]~~ Monday through Saturday and from 12:00 noon to 12:00 midnight on Sunday.

(B) *Retail Sale for Consumption on Licensed Premises.* Premises for which there had been granted a license for the retail sales of alcoholic beverages by the drink, shall be permitted to remain open between the hours of 6:00 a.m. and 12:00 midnight Monday through Saturday and from 12:00 noon until 12:00 midnight on Sunday. However, if the licensee provides a separate department within his licensed premises capable of being locked and closed off within which is kept all stocks of alcoholic beverages and malt beverages and if the department is kept locked during the foregoing time he is not permitted to remain open to sell alcoholic beverages, he shall be deemed to have complied with this subsection. Sunday sales shall only be permitted pursuant to § 118.32 hereof.

(C) *Retail Sales of Malted Beverages.* Retail sales of malt beverages may be made between the hours of 6:00 a.m. and 12:00 midnight Monday through Saturday and from 12:00 noon to 12:00 midnight on

Sunday. Premises for which a malt beverage license has been issued shall be permitted to remain open during the periods such sales are prohibited if all iced or chilled malt beverages are locked up and/or unchilled malt beverages are properly placarded indicating that the sale of such goods is prohibited.

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 7TH day of December, 2020 and the second reading on the 21st day of December, 2020. 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 21st day of December, 2020

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

**CITY OF MADISONVILLE, KY
ORDINANCE**

**AN ORDINANCE AMENDING CHAPTER 118.80(B) OF THE CITY OF MADISONVILLE
CODE OF ORDINANCES RELATING TO ALCOHOLIC BEVERAGE (LICENSE FEES)**

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

Chapter 118.80(B) of the City of Madisonville Code of Ordinances is hereby amended as follows:

(B) The regulatory license fee shall be ~~four~~ (five) percent ~~4%~~ 5% for the fiscal year beginning ~~July 1, 2011~~ July 1, 2021 and continuing thereafter until amended or repealed.

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 7th day of December, 2020 and the second reading on the 21st day of December, 2020. 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 21st day of December, 2020

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

**CITY OF MADISONVILLE, KY
ORDINANCE**

AN ORDINANCE REPEALING SECTION 34.06 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO THE PERSONNEL AND PAY CLASSIFICATION PLAN AND ADOPTING A NEW PERSONNEL AND PAY CLASSIFICATION PLAN

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

Section 34.06 of the City of Madisonville Code of Ordinances dated March 17, 2003 indexed as Ordinance 2019-22 and 2020-2 (An Ordinance Amending Section 34.06 of the City of Madisonville Code of Ordinances relating to the personnel and pay classification plan) is hereby repealed in its entirety.

Whereas, Section 34.06 has been updated to adopt the authorized classes and assigned grades of City Personnel as follows:

NOW THEREFORE be it ordained by the City Council of the City of Madisonville adopt the new Personnel and Pay Classification Plan as follows:

TITLE	COMPENSATION RANGE
ABC Administrator	40746 TO 61121
ABC Administrator/P/T	20000 TO 35000
Accounting Clerk	27726 TO 37470
Accounting Specialist	32146 TO 52000
Accounting Technician	27846 TO 41770
Accounting Technician, Sr.	37878 TO 56819
Administrative Secretary	24960 TO 43770
Assistant Superintendent	43613 TO 106025
Assistant Treasurer	40746 TO 61121
Backflow Prevention Officer	34000 TO 48000
Building Inspector	59378 TO 89067
Building Inspector Assistant	32146 TO 48218
Cashier	22114 TO 33210
Cemetery Caretaker	30713 TO 46070
Chief Plant Operator	45047 TO 67570
City Administrator	67978 TO 113183
City Clerk	46479 TO 77388
City Engineer	63679 TO 106025
Code Enforcement Officer	50002 TO 75002
Community Dev. Director	46479 TO 69719
Concrete Finisher	17000 TO 41691
Construction Inspector	38864 TO 58927
Crew Worker	20681 TO 38320
Crew Worker, Sr.	23547 TO 41770
Crew Worker Part Time	10000 TO 20681
Deputy City Administrator	63769 TO 106025

Director of Acct/Treasurer	63769 TO 99500
Director	39312 TO 77388
Drafter	30713 TO 51137
Electrician	39312 TO 58972
Engineering Technician	36446 TO 54669
Equipment Mechanic	30713 TO 51137
Equipment Operator	27846 TO 46364
Equipment Operator Senior	30713 TO 51137
Evidence Technician	38864 TO 58297
Executive Assistant	40726 TO 61121
Fac & Aquatics Coordinator	33579 TO 50370
Fire Captain/Code Enforcement	50002 TO 75002
Fire Chief	60000 TO 135500
Fire Chief Assistant	59548 TO 89319
Fire Engineer	38864 TO 58297
Fire Lieutenant	45228 TO 67844
Fire Major	56364 TO 84548
Fire Prevention Officer	40455 TO 60682
Fire Training Officer	42044 TO 63069
Firefighter	35682 TO 53522
Firefighter Trainee	34091 TO 51137
Golf Shop Attendant	11000 TO 29434
Head Cashier	23647 TO 35320
HR Director	59378 TO 98864
HR Manager/Risk Claims Mgr.	59378 TO 98864
Human Resources Coordinator	30713 TO 46070
Information Services Coordinator	33670 TO 50509
IT Director	63679 TO 106025
IT Technician	32499 TO 50509
Janitor	9000 TO 30000
Lab Technician	32146 TO 48218
Lead Lineman	56511 TO 92000
Lineman	30000 TO 90000
Line Clearing Tech/Arborist	37878 TO 62869
Line Maintenance Worker	23546 TO 35320
Maintenance Mechanic	35013 TO 52520
Maintenance Technician	17000 TO 36863
Manager	33579 TO 69719
Meter Reader	30713 TO 46070
Network Engineer IT	53647 TO 89320
Nurse	39312 TO 58972
Office Assistant	10000 TO 33210
Park Attendant	23547 TO 35320
Park Ranger	22114 TO 33210
Patrol Officer	36465 TO 57925
Pipefitter	29279 TO 55000

Plant Operator	32146 TO 52520
Police Captain	56364 TO 87595
Police Chief	60000 TO 135500
Police Detective	40455 TO 62869
Police Lieutenant	45228 TO 70289
Police Major	59548 TO 89319
Police Records Clerk	32499 TO 50509
Police Sergeant	42044 TO 63069
Pool MGR/Lifeguards	5000 TO 26719
Procurement Specialist	30713 TO 46070
Public Relation & Customer Service Dir	46479 TO 77388
Safety Inspector	32146 TO 48218
Scale Assistant	22114 TO 36863
School Crossing Guards	7000 TO 29658
School & College Resource Officer	34000 TO 57925
Staff Accountant	53647 TO 89319
Staff Engineer	50000 TO 78000
Summer Rec Dir/Counselors	9000 TO 26719
Supervisor	36446 TO 96000
Superintendent	60000 TO 135500
Telecommunication Operator	32499 TO 50509
Transformer Maintenance Technician	37878 TO 56819
Utility Maintenance Technician, Sr.	48000 TO 86848
Utility Maintenance Technician	26900 TO 47500
Utility Maintenance Technician IT	27846 TO 55000
Water Plant Operator Trainee	30713 TO 46070
Zoning Administrator	59378 TO 89067

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 7th day of December, 2020 and the second reading on the 21st day of December, 2020. 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 21st day of December, 2020

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

**CITY OF MADISONVILLE
RESOLUTION**

**AUTHORIZING MAYOR TO EXECUTE A DEED OF RESTRICTION FOR THE LAND AND
WATER CONSERVATION FUND GRANT**

WHEREAS, the City of Madisonville has entered into a Memorandum of Agreement for the Madisonville Mahr Park Maintenance Building for the Land and Water Conservation Fund Grant; and

WHEREAS, the agreement requires the City of Madisonville to execute and record in the County Clerk's Office a limitation of use notice, deed of restriction, or other appropriate document dedicating the property in perpetuity to public outdoor recreation.

NOW THEREFORE BE IT RESOLVED, that the City of Madisonville agrees for Mayor Kevin Cotton to execute the Declaration of Covenants and Restrictions for the Mahr Park property.

ADOPTED on this 7th day of December, 2020.

ATTEST:

Land and Water Conservation Fund (LWCF)

SEPARATE DEED RESTRICTION

This Declaration of Covenants and Restrictions (hereinafter “Declaration”), which shall be effective as of the 7th day of December, 2020, is made by and between the **City of Madisonville, Kentucky**, whose address is 67 North Main Street, P. O. Box 705, Madisonville, Kentucky 42431, (hereinafter “Owner”) and the **Office of the Governor, Department for Local Government**, a government agency of the Commonwealth of Kentucky, 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601 (hereinafter “DLG”).

WITNESSETH:

WHEREAS, Owner is the fee simple owner of the property located in Hopkins County , Kentucky and further described in Exhibit C attached hereto and made part of, together with any and all park improvements located thereon, rights and appurtenances thereunto belonging and appurtenant easements thereto (hereinafter “Property”).

NOW, THEREFORE, in consideration of DLG making funds available to Owner, from the Department of Interior, National Park Service Land and Water Conservation Fund Program under LWCF Agreement Number 21-1563 for the Property described herein, Owner wishes to place upon the Property certain restricting and covenants as to its use, which covenant shall run with the land and be binding upon the Owner, its successors and assigns, as follows.

1. Permitted use of Property. The property identified (“Property”) below must at all times be maintained for use as public outdoor recreation (“POR Project”), in accordance with the Land And Water Conservation Fund Act and pursuant to the terms of the Memorandum of Agreement between the City of Madisonville, Kentucky (“Owner”) and the Commonwealth of Kentucky, Department for Local Government (“DLG”) and this Deed Restriction.

2. Required Maintenance. The owner of the Property has the following responsibilities:

- a. Owner shall maintain the POR Project in perpetuity to prevent undue deterioration of the facilities and to encourage public use.
- b. The Owner’s obligation to maintain shall require replacement, repair, and reconstruction by Owner whenever necessary to preserve the POR Project in substantially the same structural condition and state of repairs as those indicated in the Baseline Documentation.
- c. Owner shall keep the POR Project reasonably safe for public use
- d. Owner shall keep the POR Project open for public use at reasonable hours and times of the year for perpetuity.
- e. Owner shall keep the POR Project open for all persons regardless of race, color, sex, national origin, or disability.
- f. The Owner shall allow the POR Project to be used solely for public outdoor recreational purposes.

- g. The Owner shall only erect those structures or improvements which are conducive to the use of the POR Project and/or the safety of the POR Project users. Such structures may include but shall not be limited to signage, stairways, steps, bridges, paving and surfacing material, culverts, benches, picnic tables, restrooms, parking lots, trash receptacles, and signs or markings to inform the public of the POR Project location or other features.
- h. The Owner shall not place, collect, or store trash, human waste, ashes, chemicals, hazardous or toxic substances or any other unsightly or offensive material within the POR Project, except for trash receptacles provided for the use of POR Project users.
- i. The Owner shall not make permanent substantial topographical changes within the POR Project, including but not limited to filing, excavation, removal of topsoil, sand gravel, rocks or minerals without prior notice and approval from DLG;
- j. The Owner shall not participate in any unanticipated activity or use of the Property, which would impair significant use of the POR Project unless such activity is necessary for the protection of the values that are the subject of this Deed Restriction.
- k. The Owner shall not change the use of the POR Project without prior notice to and approval for the change of use from DLG. Before approval is granted DLG must find that the change does not conflict with any federal laws which may prohibit change of the use of the POR Project.
- l. The Owner shall not conduct any archaeological exploration, artifact collection or recovery operation without prior notice to and approval by DLG. Any such investigation shall be conducted under the immediate supervision of a qualified professional archaeologist with training or experience that is acceptable to DLG and shall conform to the standards for archaeological work established by DLG or the National Park Service. If a permit is required, Owner must also obtain prior written approval from DLG. All archeological artifacts recovered from the POR Project shall be curated at a facility approved by DLG. Should the facility charged with the curation of such artifacts cease to exist, or become, for any reason, unwilling to remain in possession of such artifacts or should DLG determine that such party is using such artifacts for purposes other than research, conservation, and display, then possession shall become vested in DLG and Owner or its designee shall immediately surrender control over all such artifacts to DLG.
- m. The Owner shall not erect any signs or advertisements within the POR Project except those designed to provide information to the public of the POR Project location or other POR Project features without prior notice to and approval by DLG.
- n. The Owner shall not permit any rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements or servitudes, to be constructed, developed, or maintained into, on, over, under, or across, the POR Project without the prior notice to and approval by DLG.
- o. The Owner shall take all steps necessary, at its own cost, to enforce and preserve its property interest in the POR Project to the extent necessary to comply with its

obligations under the MOA and this Deed Restriction and to preserve DLG's rights under the same.

3. Conversion to Other Use. The property identified below has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. and 4601-5 et seq. (1970ed). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if it is in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions as necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and locations. Also, pursuant to Section 504 of the Rehabilitation Act of 1973, the owner of the property does assure that handicapped persons will not be discriminated against in accordance with 43 CRF

4. Notice and Approval. The purpose of requiring the Owner to notify DLG prior to undertaking certain permitted activities is to afford DLG an adequate opportunity to monitor those activities in question to ensure that they are designed and carried out in a manner that is consistent with the purpose of the Deed Restriction.

- a. Whenever notice is required, Owner shall notify DLG in writing not less than thirty (30) days prior to the date Owner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit DLG to make an informed judgment as to its consistency with the purpose of this Deed Restriction.
- b. Where DLG's approval is required, DLG shall grant or withhold its approval in writing within thirty (30) days of receipt of Owner's written request therefore. Failure of DLG to deliver a written response to the Owner within such thirty (30) days shall be deemed to constitute approval by DLG of such request unless such act is contrary to any express restriction included herein. DLG's approval may be withheld only upon a reasonable determination by DLG that the action as proposed would be inconsistent with the purpose of this Deed Restriction.

5. Inspections. DLG may, but is not required to, make periodic inspections of the POR Project with the consent of Owner, representative of DLG shall be permitted at all reasonable times to inspect the POR Project. Owner covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

6. Notice of Violation; Corrective Action. If DLG determines that a violation of the terms of this Deed Restriction has occurred or is threatened, DLG shall give written notice to the Owner of such violation and demand corrective action sufficient to cure the violation. The Owner shall correct deficiencies identified and report those corrections in writing to DLG within the time allowed for cure outlined in Paragraph 7.

7. Standards for Review. DLG shall apply the Secretary's Standards in exercising any authority created by the Deed Restriction to inspect the POR Project, to review any construction, alteration, repair or maintenance of the POR Project, or to review casualty damage or to reconstruct or approve reconstruction of the POR Project following casualty damage.

8. Remedies:

- a. Injunction. If Owner fails to cure the violation within sixty (60) days after receipt of notice thereof from DLG, or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, fails to continue diligently to cure such violation until finally cured, DLG may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed Restriction, to enjoin the violation, ex parte as necessary, by restraining order, temporary or permanent injunction, and to require the restoration of the POR Project to the condition indicated in the Baseline Documentation.

In the event that DLG seeks an injunction DLG shall not be required to post a bond and shall not be required to demonstrate irreparable harm or injury. Owner agrees that DLG's remedies at law for any violation of the terms of this Deed Restriction are inadequate and that DLG shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which DLG may be entitled, including specific performance of the terms of this Deed Restriction, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. DLG's remedies described in this Subparagraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- b. Damages. If Owner fails to cure the violation within sixty (60) days after receipt of notice thereof from DLG, or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) period, fails to continue diligently to cure such violation until finally cured, DLG may bring an action at law demanding reimbursement of the money paid to the Owner pursuant to the MOA.

In the alternative, DLG can enter the POR Project and cure the violation itself. It can then bring an action for the cost of performing the maintenance or curing the violation.

- c. Emergency Enforcement. If DLG, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the POR Project, DLG may pursue any of its remedies available under this Deed Restriction without notice to Owner and without waiting for the period provided for cure to expire.
- d. Scope of Relief. DLG's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Deed Restriction.
- e. Cost of Enforcement. All reasonable costs incurred by DLG in enforcing the terms of this Deed Restriction against the Owner, including without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by the Owner without abatement, suspension, deferment or reduction; provided, however, that if Owner ultimately prevails in a judicial enforcement action each party shall bear its own costs.
- f. Lien. Owner expressly agrees that DLG shall have, is hereby granted, and shall be entitled to record a lien against the Owner's interest in the POR Project for any unpaid damages or costs of enforcement if DLG so chooses. Any lien on the POR Project created pursuant to this Deed Restriction may be confirmed by judgment and foreclosed by DLG in the same manner as a mechanic's lien except that no lien created

pursuant to this Deed Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the POR Project.

- g. Forbearance. Forbearance by DLG to exercise any of its rights under this Deed Restriction in the event of any breach of any term of this Deed Restriction by Owner shall not be deemed or construed to be a waiver by DLG of such term or of any subsequent breach of the same or any other terms of this or of any of DLG's rights under this Deed Restriction. No delay or omission by DLG in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver.
- h. Waiver of Certain Defenses. DLG acknowledges that Owner has read this Deed Restriction, its terms and requirements, and Owner, in full knowledge of its provisions, hereby waives any defense of laches, estoppels, or prescription with respect to any enforcement action instituted by DLG.
- i. Acts Beyond Owner's Control. Nothing contained in this Deed Restriction shall be construed to entitle DLG to bring any action against Owner for any injury to or change in the POR Project resulting from causes beyond Owner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate or mitigate significant injury to the POR Project resulting from such causes. Notwithstanding the foregoing Paragraph, the Owner remains responsible for maintaining the POR Project to the standard of the Baseline Documentation against wear and tear caused by public use.

9. Casualty Damage or Destruction; Insurance. In the event that the POR Project shall be damaged or destroyed by fire, flood, windstorm, tornado, earth movement or other casualty, Owner shall notify DLG in writing within sixty (60) days of the damage or destruction. The notification shall include what, if any, emergency work has already been completed, an assessment of the nature and extent of the damage, a determination of the feasibility of the restoration of the POR Project if appropriate under the Secretary's Standards, and a report of such restoration work necessary to return the Property to the condition existing at the date hereof if appropriate under the Secretary's Standards.

After reviewing the report provided pursuant to this Paragraph and assessing the availability of insurance proceeds, if Owner and DLG agree that the purpose of the Deed Restriction will be served by such reconstruction and if deemed appropriate under the Secretary's Standards, the Owner and DLG shall establish a schedule under which Owner shall repair or reconstruct the POR Project so that it conforms to the requirements of the MOA and to the condition represented in the Baseline Documentation as closely as possible given the amount of any casualty insurance proceeds available to Owner.

10. Indemnification. Owner hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, the NPS, DLG, and its agents, officers, employees, contractors, subcontractors, the Commonwealth of Kentucky, the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, losses, fines, costs, charges, demands, orders, judgments, administrative actions, and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against any one of the Indemnified Parties (unless due solely to the negligence of any of the Indemnified Parties while acting within the scope of their employment) by reason of any one or more of the following: (i) DLG's interest in the POR Project

or any part thereof, (ii) any accident, injury to or death of person or persons or loss of or damage to property occurring in, on or about the POR Project or any part thereof; (iii) any use, disuse or condition of the POR Project or any part thereof, (iv) the presence or release in, on, or about the POR Project, at any time, of any substance now or hereafter defined, listed or otherwise, classified pursuant to any law, ordinance, or regulation as hazardous, toxic, polluting or contaminating substance, (v) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and Kentucky Revised Statutes § 224.10-020, et seq., by any person in any way affecting, involving, or relating to the POR Project and (vi) the obligations, covenants, representations, and warranties of Paragraphs 8, 11, 12, 13, and 14.

11. Taxes. Owner shall pay immediately, when first due or owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, charges or fees of whatever description levied on or assessed against the POR Project by a competent authority which may become a lien on the POR Project, including any taxes imposed upon or incurred as a result of this Deed Restriction, unless Owner timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Owner shall furnish DLG with satisfactory evidence of payment upon request.

12. Representations and Warranties. Owner represents and warrants that, after reasonable investigation and to the best of its knowledge:

- a. No substance defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement has hazardous, toxic, polluting, or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned or transported in, on, over, under, from or across the POR Project Area;
- b. There are not now any underground storage tanks located within the POR Project, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the POR Project in a manner not in compliance with applicable federal, state and local laws, regulations, and requirements;
- c. Owner and POR Project are in compliance with all federal state and local laws, regulations, ordinances, codes and requirements applicable to the POR Project and its use;
- d. There is no pending or threatened litigation in any way affecting, involving, or relating to the POR Project;
- e. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or any alleged violation of, or failure to comply with, any use, nor do there exist any facts or circumstances that Owner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

- f. There are no outstanding surface or subsurface mineral rights associated with the POR Project; and
- g. Owner has sufficient interest in the property comprising the POR Project to grant this Deed Restriction and fulfill all of its terms and conditions fully.

13. Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the POR Project of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, Owner agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

14. Control. Nothing in this Deed Restriction shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in DLG to exercise physical or managerial control over the day-to-day operations of the POR Project, or any of Owner's activities on the POR Project, or otherwise become an operator with respect to the POR Project within in the meaning of the CERCLA and Kentucky Revised Statutes § 224.10-020, et seq.

15. Written Notice. Any notice which either Owner or DLG may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: (i) upon delivery if delivered by hand delivery or facsimile transmission, (ii) one (1) business day after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, with return receipt requested, and addressed as follows: if to Owner, City of Madisonville, Kentucky. Attn: Kevin Cotton, Mayor, and if to DLG, then to the Commonwealth of Kentucky, Department for Local Government, Attn: Jodie McDonald, 1024 Capital Center Dr., Suite 340, Frankfort, KY 40601. Each party may change its address set forth herein by a notice to such effect to the other party.

16. Estoppel Certificates. Upon written request by DLG, Owner shall promptly furnish DLG certification that, to the best of Owner's knowledge, Owner is in compliance with any obligations of Owner contained in this Deed Restriction;

17. Notice from Government Authorities. Owner shall deliver to DLG copies of any notice of violation or lien relating to the POR Project received by Owner from any government authority within five (5) days of receipt by Owner. Upon request by DLG, Owner shall promptly furnish DLG with evidence of Owner's compliance with such notice or lien where compliance is required by law.

18. Proposed Sale of Any Portion of POR Project. Owner shall promptly notify DLG in writing of any proposed sale of the POR Project, notify DLG of the names and addresses of Owner's successor(s) in interest, and provide the opportunity for DLG to explain the terms of the Deed Restriction to potential new owners or prior to sale closing. In any deed conveying an interest in all or part of POR Project subject to the terms of this Deed Restriction, the Owner shall refer to this Deed Restriction and shall indicate that the Deed Restriction is binding upon all successors in interest to the POR Project in perpetuity.

19. Runs with the Land. Except as provided in Paragraphs 8, 9, 22, 23, the obligations imposed by this Deed Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with all property which makes up the POR Project. This Deed Restriction shall extend to and be binding upon Owner and DLG and all of each of their successors and assigns. The words "Owner" and "DLG" shall include all such persons. Anything contained herein to the contrary notwithstanding, an

owner of any portion of the POR Project shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Deed Restriction shall be inserted by Owner, verbatim or by express reference, in any subsequent deed or other legal instrument by which Owner divests itself of either the fee simple title or any lesser estate in the property making up the POR Project or any part thereof, including by way of example and not limitation, a lease of all or a portion of the property making up the POR Project.

20. Assignment. DLG may, with the express prior written approval of the Owner, convey, assign, or transfer its respective rights, title, and interest in this Deed Restriction to a duly authorized unit of the federal, state or local government or to a similar local, state or national organization whose purpose, inter alia, are to promote the values of the LWCF Program, provided that such conveyance, assignment or transfer requires that the purpose for which the Deed Restriction was granted will continue to be carried out. In the event that DLG shall cease to be authorized to hold such easements, then DLG shall promptly select another qualified organization with the express prior written approval of Owner, and convey, assign, or transfer to the selected qualified organization all of its respective right, title, and interest under this Deed Restriction. DLG agrees to give written notice to Owner of an assignment at least thirty (30) days prior to the date of such assignment. Approval by the Owner under this paragraph shall not be unreasonably withheld.

21. Recording and Effective Date. Grantor shall do and perform at its own cost all acts necessary for the prompt recording of this instrument in the land records of Hopkins County, Kentucky. Grantor shall forward a certified copy of the filed Deed Restriction to DLG for its records. Owner and DLG intend that the restrictions arising under this Deed Restriction take effect on the day and year this instrument is recorded in the above described land records. This instrument may be re-recorded at any time as may be required to preserve the rights in this Deed Restriction.

22. Agents of DLG. DLG may assign its rights and obligations under this instrument with regard to maintenance and monitoring of the POR Project to persons, entities, or agencies (“Agents”) as it sees fit. DLG shall notify Owner if such assignment is made and shall provide Owner the name, address, and other contact information for these Agents.

23. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Deed Restriction:

- a. The interpretation and performance of this Deed Restriction shall be governed by the laws of the Commonwealth of Kentucky;
- b. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the POR Project shall not apply in the construction interpretation of this Deed Restriction and this instrument shall be interpreted broadly to affect its purpose and the transfer or rights and restriction on use herein contained;
- c. The parties intend to agree and bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.
- d. The invalidity or unenforceability of any provision of this Deed Restriction shall not affect the validity or enforceability of any other provision of this Deed Restriction or any ancillary or supplementary agreement relating to the subject matter hereof;

- e. Nothing contained herein shall be interpreted to authorize or permit Owner to violate any law regulation, ordinance, code or requirement relating to building materials, construction methods, interior mechanical systems (including, but not limited to, heating, air conditioning, plumbing, electrical, or gas), or use of the POR Project. In the event of any conflict between any such ordinance or regulation and the terms hereof, Owner shall promptly notify DLG of such conflict and shall cooperate with DLG and the applicable governmental entity to accommodate the purpose of both this Deed Restriction and such ordinance or regulation.
- f. To the extent that Owner owns or is entitled to development rights which may exist now or at some time hereafter, whether by reason of applicable zoning or some other similar ordinance, such development rights shall not be exercisable on, above, or below the POR Project during the term of the Deed Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner what would interfere with the purpose of the Deed Restriction.
- g. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation; and
- h. If circumstances arise under which an amendment to or modification of this Deed Restriction would be appropriate, Owner and DLG may by mutual written agreement jointly amend this Deed Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Deed Restriction or the status of DLG under any applicable law. Any such amendment shall be consistent with the purpose of the Deed Restriction and shall not affect its perpetual duration. Any such amendment shall be recorded, at Owner's cost and obligation, in the land records of Hopkins County, Kentucky. Nothing in this paragraph shall require the Owner or DLG to agree to any amendment or bind them to negotiation.

TO HAVE AND TO HOLD unto the Commonwealth of Kentucky, Department for Local Government, for the use and benefit of the Department for Local Government, its successors and assigns forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor its survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the property.

CONSIDERATION CERTIFICATE OF GRANTOR

The Grantor herein hereby certifies that the consideration reflected in this easement as set forth hereinabove, is the full consideration paid for the property rights hereby conveyed.

ACKNOWLEDGMENT OF CONDITIONS BY GRANTOR

The Grantor herein, the City of Madisonville, Kentucky and DLG agree that in substance the Baseline Documentation is an objective, though non-exclusive, representation of the POR Project as it exists at the time of the conveyance of this Deed Restriction and documents a portion of the characteristics of the POR Project in its current use and state of improvement.

IN WITNESS WHEREOF, the Grantor and DLG have hereunto set their hands on the date indicated above.

GRANTOR

CITY OF MADISONVILLE, KENTUCKY

Kevin Cotton, Mayor

COMMONWEALTH OF KENTUCKY

COUNTY OF HOPKINS

The foregoing instrument was acknowledged before me this 7th day of December, 2020, by Kevin Cotton, who holds the office of mayor, for and on behalf of the City of Madisonville, Kentucky.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

DEPARTMENT FOR LOCAL GOVERNMENT

By: Dennis Keene, Commissioner

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Dennis Keene, Commissioner.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

Approved as to form and legality:

Counsel for the Department for Local Government

Schedule of Exhibits:

Exhibit C: Proof of Property Interest

Attachment: 1113Park.restrictions (1807 : Authorizing Mayor to execute a deed of restriction for the Land and Water Conservation Fund)

EXHIBIT C

Parcel #1: Beginning at an iron pin in the west line of Pride Avenue, a common corner with Otto Corum and running thence N. 87° 09' W. 989.66 feet to an iron pin; thence N. 2° 51' E. 575.39 feet to an iron pin; thence N. 87° 32' W. 2699.12 feet to an iron pin in the east line of property owned by the City of Madisonville; thence with their line N. 65° 05' E. 812.51 feet to a stake; thence N. 22° 14' E. 1228.25 feet to a fence post; thence S. 86° 31' E. 2236.40 feet to an iron pin; thence S. 2° 21' W. 1624.31 feet to an iron pin in the west line of the Grampian Hills Subdivision; thence S. 85° 25' E. 278.55 feet to a post in the west line of Pride Avenue; thence S. 0° 31' W. 506.82 feet with the West line of Pride Avenue to the point of beginning, containing 106.31 acres.

There is excepted and reserved from the above-described property the part thereof conveyed by the Grantors to J. C. McDowell, etc., bounded and described as follows:

Beginning at a stake in the North line of a 50 foot street, same being 832 feet West of an iron pin set in said line and running thence with said line N. 87° 23' W. 150.0 feet to a stake; thence N. 3° 39' E. 250.0 feet with the line of Otto Corum to a stake; thence with another line of Corum S. 87° 23' E. 150.0 feet to a stake; thence S. 3° 39' W. 250.0 feet to the point of beginning.

All minerals in and underlying said land which have heretofore been reserved or excepted are reserved and excepted from this conveyance.

Parcel #2: Beginning at a stone, corner to property of the City of Madisonville, Kentucky, running thence N. 67 - 22 E. 602.27 feet to an iron pin, thence S. 87 - 09 E. 2699.12 feet to an iron pin; thence S. 2 - 51 W. 575.39 feet to an iron pin; thence S. 87 - 09 E. 986.66 feet to an iron pin in the West line of Pride Avenue; thence with the West line of Pride Avenue S. 0 - 31 W. 449.12 feet to an iron pin, corner to Moore and Brown; thence N. 87 - 09 W. 1906.32 feet to an iron pin; thence N. 2 - 27 E. 516.32 feet to an iron pin; thence N. 87 - 42 W. 2359.09 feet to an iron pin; thence N. 7 - 20 E. 271.24 feet to the beginning, containing 57.80 acres.

There is reserved and excepted out of the above described property and not conveyed hereby the part thereof conveyed by the Grantors to Watkins Rest Home by deed dated December 12, 1961, which said property is bounded and described as follows:

Beginning at an iron pin in the north right of way of Ky. Highway 85 in the west line of Pride Avenue, and running thence S. 65° 27' W. 167.16 feet with said right of way to an iron pin at the Northeast corner of William Moore and the James Brown heirs; thence with the North line of Moore and Brown N. 87° 23' W. 144.58 feet to a stake, a corner with Otto Corum; thence with the Corum east line N. 0° 17' E. 398.60 feet to a stake, another corner with Otto Corum; thence S. 87° 23' E. 300 feet to a stake in the West line of Pride Ave.; thence with the West line of Pride Ave. S. 0° 17' W. 321.00 feet to the point of beginning.

The minerals in and underlying the above described property that are not owned by the Grantors are reserved and excepted from this conveyance.

Parcel #3: Beginning at a stake at the common corner of property formerly owned by Ernest Cates, Jessie Mangum and F. P. Strother (now owned by Otto Corum) and running thence S. 88° 00' E. 1700 feet, more or less, to a stake in the Northeast corner of the former Strother tract in the South line of Eris Buchanan; thence with the West line of Dr. Mahr's 106.31 acre tract S. 25° 00' W. 1220 feet to a stake;

thence continuing with said line of Dr. Mahr's tract and also with a line of Dr. Mahr's 57.80 acre tract S. 65° 00' W. 1420 feet to a stake at the Southeast corner of property formerly owned by Ernest Cates said point being a former common corner with F. P. Strother and Charles Pool; and now a corner of Dr. Mahr's 57.80 acre tract; running thence with the South line of the former Ernest Cates tract in a westerly direction 220 feet, more or less, to a point 100 feet from the high water mark of Lake Peewee; running thence with the meanders of Lake Peewee, generally Northeast and at a distance 100 feet from said high water mark, to a stake or point in the west line of the former F. P. Strother's 53.8 acre tract; running thence with the west line of the said former Strother tract N. 2° 30' E. 1525 feet, more or less, to the point of beginning, containing 16 acres, more or less.

There is excepted from this conveyance and not conveyed herein all that portion of the above described property occupied by Lake Peewee and all that portion which lies within 100 feet of the high water mark of said lake.

There is also excepted from this conveyance and not conveyed herein any and all minerals and mineral rights which may have been conveyed or reserved by the Grantors of the City of Madisonville or their predecessors in title.

Parcel #4: Beginning at a stake on the North side of U.S. 41 bypass, corner of O. M. Kington; running thence N. 2 - 07 E. 915.56 feet to a stake in line of Otto Corum; thence S. 87 - 09 E. 1764.49 feet to a stake in the North edge of U. S. Highway 41 bypass; thence with the North edge of said road S. 61 - 43 W. 697.83 feet, N. 28 - 17 W. 10 feet, S. 61 - 43 W. 153.20 feet, S. 62 - 41 W. 192.61 feet, S. 64 - 49 W. 149.25 feet, S. 66 - 36 W. 194.24 feet, S. 68 - 35 W. 194.24 feet, S. 70 - 33 W. 194.28 feet, S. 72 - 20 W. 160.04 feet to the point of beginning, containing 20.046 acres.

All of the minerals underlying said real estate are excepted.

Parcel #5: Part of Lot 68 in Grampian Hills Estates, plat of which is of record in Plat Book 2, page 36, Hopkins County Court Clerk's Office; said lot is described as follows:

Beginning at an iron pin in the East line of Highland Drive in the Grampian Hills Addition to Madisonville, Kentucky; same being the Southeast corner of Lot No. 67 of said Addition and running thence with the East line of Highland Drive S. 10° 45' W. 52.50 feet to an iron pin; thence continuing with said street S. 1° 52' W. 15.50 feet to a stake at the Northeast corner of a strip conveyed off of Lot No. 58; thence with a new line S. 77° 14' W. 149.0 feet to an iron pin; thence N. 1° 49' W. 140.67 feet to an iron pin at the Southeast corner of Lot No. 67; thence with the South line of Lot No. 67 S. 75° 59' E. 165.82 feet to the point of beginning.

The minerals in and underlying the above described lot are reserved and excepted.

Said lot is subject to the Protective Covenants relating to Grampian Hills Estates now of record in Deed Book 266, page 438, to which reference is made for said Protective Covenants.

Parcel #6: Beginning at an iron pin at the Northwest corner of the Grampian Hills Addition to the City of Madisonville, same being in the South line of the Clayton property and running thence S. 85° 23' W. 548.30 feet to post in a fence line, corner to Buchanan; thence s. 1° 02' W. 519.32 feet to a stone in the North line property once owned by F. D. Strother, now Glema Mahr; thence with the line of Strother tract N. 87° 50' E.. 558.60 feet to an iron pin in the west line of Lot 67 of the Grampian Hills Addition; thence with the West line of said addition N. 0° 14' E. 546.34 feet to the point of beginning, containing 6.74 acres.

There is excepted and excluded from the foregoing described real estate all of the minerals in and underlying the same which have been heretofore reserved or conveyed.

Parcel #7: Beginning at the Northwest corner of the Grampian Hills Subdivision in Madisonville and running thence N. 0° 14' W. 510.0 feet to the south line of Otto Corum; thence with Corum S. 87° 25' W. 504.20 feet to a stake; thence S. 4° 05' W. 508.30 feet to a point in the north line of M. M. Mahr; thence N. 85° 23' E. 545.30 feet to the point of beginning containing 6.15 acres.

Parcel #8: Beginning at a point, said point being an iron pin in the East right-of-way line of Dodson Lane, and also being North 02 degrees 15' 08" East for a distance of 680.80 feet from the Northeast right-of-way intersection of U.S. Highway 41A and Dodson Lane; thence running North 73 degrees 29' 40" East for a distance of 219.14 feet to a point, said point being an iron pin; thence running North 01 degrees 20' 00" East for a distance of 94.06 feet to a point, said point being an iron pin; thence running North 81 degrees 36' 41" East for a distance of 1,558.93 feet to a point, said point being an iron pin in an existing fence line and also being a point in the West property line of Dr. Merle Mahr Estate; thence running with said fence line North 03 degrees 07' 25" East for a distance of 455.54 feet to a point, said point being a fence post; thence running North 02 degrees 28' 40" East for a distance of 174.72 feet to a point, said point being a fence post; thence running North 03 degrees 34' 38" East for a distance of 247.74 feet to a point, said point being a corner to said Mahr; thence running with an existing fence line North 85 degrees being a fence post in the South property line of said Mahr; thence running North 87 degrees 11' 05" West for a distance of 1,526.54 feet to a corner of Lot #1 of Lake Pine Knoll Subdivision; thence running South 01 degrees 19' 50" West for a distance of 293.08 feet to a point, said point being an iron pin at the Northeast corner of Lot 2 of said subdivision, thence running South 01 degrees 20' 00" West for a distance of 916.91 feet to a point, said point being an iron pin at the Southeast corner of Lot 5 of said Subdivision; thence running South 73 degrees 29' 40" West for a distance of 112.31 feet to a point, said point being an iron pin in the South property line of said Lot 5 and also being a point in the East right-of-way of said Dodson Lane; thence running with said right-of-way South 02 degrees 15' 08' West for a distance of 105.61 feet to the point of beginning, containing 40.0005 acres.

There is excepted from the above-described real estate the following tracts:

Exception #1: Beginning at a stake in the west line of the access street to said property and running thence with the right of way of said road N. 24° 05' W 50.00 feet to a stake; N 36° 45' W 50.00 feet to a stake; N 54° 55' W 50.00 feet to a stake; N 65° 25' W 50.00 feet to a stake; N 66° 25' W 50.00 feet to a stake; N 69° 40' W 50.00 feet to a stake; and S 81° 45' W 45.00 feet to a stake in said right of way, a new corner with Otto Corum; thence S 2° 15' W 243.00 feet to a stake; thence N 74° 30' E 296.18 feet to the point of beginning containing 1.04 acres.

All minerals in and underlying the same are reserved and excepted from this conveyance.

Being the same real estate conveyed by Glema Mahr, et vir., to William R. Jernigan, et ux., by deed dated February __, 1963, of record in Deed Book 281, page 556, Hopkins County Court Clerk's Office.

Exception #2: Two tracts or parcels of real estate located in the northwestern portion of Madisonville, Hopkins County, Kentucky, and more particularly bounded and described as follows:

Tract #1: Beginning at a stake in the West right of way line of an access road, same being the Southeast corner of the property optioned from Glema Mahr by W. R. Jernigan and running thence with the option S 63° 00' W 207.00 feet to a stake in said line; thence S 15° 10' E 184.00 feet to a stake; thence N 82° 04' E 206.00 feet to a stake in the West right of way line of the access road; thence with

the west line of said road N 14° 12' W 141.00 feet to a stake in said right of way; thence N 16° 35' W 109.00 feet to the point of beginning, containing 1.00 acre.

Tract #2: Beginning at a stake in the South line of the property optioned by W. R. Jernigan, same being the Northwest corner of the one acre tract of M. R. Mills and running thence with the Jernigan option S 63° 00' W 296.30 feet to a stake at the edge of a lake; thence with the edge of the lake S 33° 35' E 106.00 feet to another stake at the edge of the lake; thence N 82° 04' E 223.75 feet to a stake at the Southwest corner of the M. R. Mills one acre tract; thence with the west line of said one acre tract N 15° 10' W 184.00 feet to the point of beginning, containing 0.84 acres.

It is mutually agreed and understood between the parties that there is also conveyed herewith unto the Grantees an easement across the lands of the Grantors lying east of Tract #1 for the purpose of constructing, laying and maintaining water, sewer, gas, electric and other utility lines to connect with the nearest utility lines to the above described property; provided, however, that the exact route of said utility lines will be determined by mutual agreement between the parties.

Being the same real estate conveyed by Merle M. Mahr, et ux., to Maubert R. Mills, et ux., by deed dated June 1, 1963, and of record in Deed Book 285, page 302, Hopkins County Court Clerk's Office.

Exception #3: Beginning at a stake in the West line of the property access road; same being the southeast corner of the property acquired by W. R. Jernigan from Glema Mahr and running thence the south line of said property S 74° 30' W 296.13 to a stake at the southwest corner of the Jernigan property; thence S 2° 15' W 36.50 feet to a stake; thence S 80° 15' W 232.50 feet to a stake at the edge of the lake; thence with the edge of the lake S 58° 08' E 69.90 feet to a stake; thence S 16° 45' E 94.00 feet to a stake; thence N 63° 00' E 503.30 feet to a stake in the west right of way of the property access road; thence N 15° 58' W 60.80 feet to the point of beginning containing 1.16 acres.

All minerals are reserved and excepted from this conveyance.

Being the same real estate conveyed by Merle M. Mahr, et ux., to w. R. Jernigan, et ux., by deed dated August 1, 1966, and of record in Deed Book 307, page 228, Hopkins County Court Clerk's Office.

Exception #4: Beginning at an iron pin, Dr. M. M. Mahr's northwest corner, southwest corner of Lot Number 62 of the Comer Hills Subdivision; and in Buchanan's east line; thence running N 86° 53' E 162.89 feet with the said Lot Number 62 to an iron pin in the west right of way of Marty Drive, being the southeast corner of Lot Number 62; thence with the right of way of Marty Drive S 2° 51' W 150.00 feet to a point; thence S 86° 53' W 162.87 feet to a point in Buchanan's East line; thence with Buchanan's east line N 2° 51' E 150.00 feet to the point of beginning.

All minerals in and underlying the above described property are reserved and excepted from this conveyance.

The Grantors also convey to the Grantee an easement for ingress and egress on, over and across a tract of land 40 feet in width lying along the easternmost boundary of the above described lot, and being 150 feet in length.

Being the same real estate conveyed by M. M. Mahr, et ux., to Alan G. Johnson, et ux., by deed dated March 27, 1969, and of record in Deed Book 324, page 187, Hopkins County Court Clerk's Office.

Exception #5: Beginning at a stake in the west property line of Marty Drive, Comer Hills Subdivision, Madisonville, Kentucky, said stake being the southeast corner to the Dr. Alan Johnson's lot, running thence with the west property line of Marty Drive S 2° 51' W 200.00 feet to a stake; thence S 86° 53' W 167.79 feet to a stake in the Buchanan fence line; thence with said fence line N 4° 16' E 200.00 feet to a stake, the southwest corner to Dr. Alan Johnson's lot; thence with his south line N 86° 53' E 162.89 feet to the point of beginning.

All minerals in and underlying the above described property are reserved and excepted from this conveyance.

Being the same real estate conveyed by Merle M. Mahr, et ux., to Bob R. Stacy, et ux., by deed dated January 23, 1970, and of record in Deed Book 328, page 493, Hopkins County Court Clerk's Office.

Exception #6: Beginning at an iron pin on Marty Drive, which point is the southwest corner of Lot 61 of Comer Hills; running thence with Marty Drive S 5 - 22 W 200 feet to an iron pin on Marty Drive; running thence N 86 - 58 E 160 feet to an iron pin; running thence N 5 - 22 E 200 feet to an iron pin in the line of Lot 44 of Comer Hills; running thence S 86 - 53 W 160 feet with the lines of Lot 44 and 61 of Comer Hills to the point of beginning, and containing 0.735 acres according to survey by Ronald R. Johnson dated November 1, 1973. All minerals in and underlying the above described property are reserved and excepted from this conveyance.

Being the same real estate conveyed by Merle M. Mahr, M.D., et ux., to Ralph C. Hines, M.D., et ux., by deed dated February 1, 1974, and of record in Deed Book 361, page 556, Hopkins County Court Clerk's Office.

Exception #7: Beginning at an iron pin where the South property line of Lot Number 44 in the Comer Hills Subdivision intersects the West right of way line of Brett Drive; thence along the West right of way line of Brett Drive S 0° 20' W, 153.53 feet to an iron pin; thence along the same S 2° 30' W, 253.33 feet to an iron pin; thence along the same S 19° 52' W, 86.74 feet to an iron pin; thence along the same S 7° 00' W, 148.79 feet to an iron pin; thence N 7° 05' E, 150.0 feet to an iron pin; thence N 2° 04' E, 362.2 feet to an iron pin in the south property line of Lot Number 44; thence along the South property line of Lot Number 44 N 87° 04' E, 161.82 feet to the point of beginning.

The above tract contains 1.91 acres.

The Grantors convey to the Grantee whatever, if any, minerals Grantors may own within and underlying said property, however, there is excepted and excluded from this deed any minerals or mineral rights not owned by the Grantors.

Being the same real estate conveyed by Merle M. Mahr, M.D., et ux., to Donald Fletcher by deed dated February 10, 1988, and of record in Deed Book 472, page 103, as corrected by deed of correction dated September 6, 1988, and of record in Deed Book 477, page 38, Hopkins County Court Clerk's Office.

Exception #8: Beginning at an iron pin where the South property line of Lot Number 44 in the Comer Hills Subdivision intersects the West right of way line of Brett Drive; thence along the West right of way line of Brett Drive S 0° 20' W, 153.53 feet to an iron pin; thence along the same S 2° 30' W, 253.33 feet to an iron pin; thence along the same S 19° 52' W, 86.74 feet to an iron pin; thence along the same S 7° 00' W, 25 feet to a point in the south line of this tract; thence along the same S 87° 53' W 148.79 feet to an iron pin; thence N 7° 05' E, 150.0 feet to an iron pin; thence N 2° 04' E, 362.2 feet to an iron pin in the South property line of Lot Number 44; thence along the south property line of Lot

Number 44 N 87° 04' E, 161.82 feet to the point of beginning. The above tract of land containing 1.91 acres.

Being the same real estate conveyed by Merle M. Mahr, M.D., et ux., to Donald Fletcher by deed of correction dated September 6, 1988, and of record in Deed Book 477, page 38,

Exception #9: Beginning at an iron pin where the Hines south property line intersects the east right of way line of Marty Drive; thence along the Hines south property line S 88° 45' E, 160 feet to an iron pin in the Fletcher's west property line; thence along the Fletcher's west property line S 5° 22' W, 162.2 feet to an iron pin; thence S 10° 23' W, 150 feet to an iron pin; thence N 88° 06' W, 148.0 feet to an iron pin; thence N 5° 36' E, 309.05 feet to the point of beginning. The above tract of land contains 1.11 acres.

There is also conveyed hereby an easement for an entrance way from a portion of the above described property to Marty Drive, which easement will revert to a permanent right of way if Marty Drive is extended in the future. Said easement is described as follows:

Beginning at a point in the Mahr's northeast corner; thence S 5° 36' W, 65 feet to a point; thence N 41° 48' W, 87.99 feet to a point in the Ramsey's south property line; thence along the same S 89° 12' E, 65 feet to the point of beginning.

The above described property is conveyed subject to an existing 8 inch sewer line easement.

The Grantors convey to the Grantee whatever, if any, minerals Grantors may own within and underlying said property, however, there is excepted and excluded from this deed any minerals or mineral rights not owned by the Grantors.

Being the same real estate conveyed by Merle M. Mahr, M.D., et ux., to Donald Fletcher by deed dated October 14, 1988, and of record in Deed Book 477, page 709, Hopkins County Court Clerk's Office.

Exception #10: Beginning at a point 113.0 feet S 2° 15' W where the Jernigan's north property line intersects the south right of way line of Forefar Drive; thence along the Jernigan's west property line S 2° 15' W, 166.5 feet to an iron pin; thence S 80° 15' W, 232.5 feet along the Jernigan's north property line to a point; thence N 69° 16' E, 86.05 feet to a point; thence N 54° 05' E, 46.8 feet to a point; thence N 51° 08' E, 48.8 feet to a point; thence N 43° 35' E, 47.2 feet to a point; thence N 28° 35' E, 45.8 feet to a point; thence N 30° 21' E, 49.7 feet to the point of beginning.

The above tract of land contains .28 acres. See Plat Cabinet Slide 326.

The foregoing description was prepared by Leonard D. Fletcher, Registered Land Surveyor Number 1128 on June 1, 1989.

All minerals in and underlying the property are reserved and excepted from this conveyance.

Being the same real estate conveyed by Merle M. Mahr, et ux., to W. R. Jernigan, et ux., by deed dated July 12, 1989, and of record in Deed Book 483, page 624, Hopkins County Court Clerk's Office.

Exception #11: Being all of a .50 acre lot located in the City of Madisonville, Kentucky, as reflected upon a minor Subdivision Plat for Donald L. Fletcher, which is of record in Cabinet #1 on Slide #359,

in the Office of the Clerk of the Hopkins County Court, to which plat reference is made for a more particular description of same.

Being the same real estate conveyed by Merle M. Mahr, M.D., et ux., to Donald L. Fletcher by deed dated September 27, 1991, and of record in Deed Book 502, page 460, Hopkins County Court Clerk's Office.

Exception #12: Being all of a .50 acre lot located in the City of Madisonville, Kentucky, as reflected upon a minor Subdivision Plat for Donald L. Fletcher, which is of record in Cabinet #1 on Slide #359, in the Office of the Clerk of the Hopkins County Court, to which plat reference is made for a more particular description of same.

Being the same real estate conveyed by Merle M. Mahr, M.D., et ux., to Donald L. Fletcher by deed dated September 27, 1991, and of record in Deed Book 505, page 99, Hopkins County Court Clerk's Office.

Exception #13: A certain lot situated just West of Highland Drive in Grampian Hills Subdivision located on the North side of Madisonville, Hopkins County, Kentucky, more particularly bounded and described as follows:

Beginning at an iron pin, set this survey, in the West line of Lot #70 Grampian Hills Subdivision said iron pin being North 2 degrees 18' West, 10.00 feet from the southwest corner of said lot, and also being in the east line of Mrs. Mahr's property; thence with the west lines of Lots #70 and 71 South 2 degrees 18' East 50.00 feet to an iron pin set this survey; thence with a new division line of Mrs. Mahr South 87 degrees 42' West 30.00 feet to an iron pin set this survey a new division corner; thence with another new division line North 2 degrees 18' West 50.00 feet to an iron pin set this survey another new division corner; thence with another new division line of Mrs. Mahr North 87 degrees 42' East 30.00 feet to the beginning containing 0.034 acre as reflected on the minor plat attached herewith.

All minerals in and underlying the property are reserved and not conveyed herein.

Being the same real estate conveyed by Glema M. Mahr, a widow, to the City of Madisonville, Kentucky, dated October 16, 1995, and of record in Deed Book 544, page 303, Hopkins County Court Clerk's Office.

Exception #14: Beginning at an iron pin, said pin being the southwest corner of Lot Number 67 in Grampian Hills; thence with the line of Lot Number 67 North 1° 49' West - 75.72 feet to a fence post; thence North 88° 35' West 32.00 feet to an iron pin; thence South 1° 52' East 75.72 feet to an iron pin; thence South 88° 35' East 32.00 feet to the point of beginning.

Being the same real estate conveyed by Glema Mahr, a widow, to Amos Teague, et ux., by quitclaim deed dated June 28, 1999, and of record in Deed Book 579, page 695, Hopkins County Court Clerk's Office.

Exception #15: A certain tract of land in the City of Madisonville, Hopkins County, Kentucky, on the North side of Forefare Lane more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "Iron Pin Set" is a ½" diameter rebar 24 inches in length, with an Orange cap stamped "PLS 3277". All bearings stated herein are referenced to the State Plane Coordinates NAD 83 Kentucky south zone.

Beginning at an existing roof bolt found in the south line of Forefare Lane and being the northwest corner of Larry Adcock and Eddie Byford as recorded in Deed Book 664, page 162, in the Hopkins County Court Clerk's Office, and having KY state plane coordinates N: 2015979.257 and S: 1129948.148; thence running S 64° 47' 07" E for a distance of 131.71 feet to an iron pin set this survey; thence running S 61° 32' 44" W for a distance of 49.17 feet to a point; thence running S 64° 27' 50" W for a distance of 49.36 feet to an iron pin set this survey; thence running S 82° 42' 23" W for a distance of 45.83 feet to a point; thence running S 88° 37' 27" W for a distance of 185.77 feet to an iron pin set this survey; thence running N 16° 40' 42" W for a distance of 343.50 feet to an iron pin set this survey; thence running N 73° 59' 21" E for a distance of 483.49 feet to an iron pin set this survey; thence running S 21° 20' 09" E for a distance of 333.07 feet to an iron pin set this survey; thence running S 88° 46' 15" W for a distance of 50.09 feet to an iron pin set this survey; thence running S 01° 13' 45" E for a distance of 40.00 feet to the point of beginning, containing 4.22 acres.

Being the same real estate conveyed by L. Rush Hunt, Executor of the Estate of Glema Mahr, to Daniel R. Peyton, Jr.

The above described real estate is conveyed subject to sanitary sewer line easements granted by Glema M. Mahr to the City of Madisonville dated October 13, 1995, and of record in Deed Book 544, page 305; October 13, 1995, and of record in Deed Book 544, page 308; and February 9, 2007, and of record in Deed Book 659, page 89, Hopkins County Court Clerk's Office.

The above-described real estate with the exception of that portion identified in Item IV, paragraph 10 of the Last Will and Testament of Glema M. Mahr is conveyed to the City of Madisonville upon and subject to the following specific terms and conditions:

1. The City shall assume and agree to pay any outstanding mortgage indebtedness owed upon said farm at the death of Glema M. Mahr.
2. The property shall be used only and solely for park and recreational purposes, all of which shall be primarily, but not solely, for the use and benefit of the citizens of Madisonville and Hopkins County, Kentucky, for the time specified in paragraph 4 hereof.
3. The park shall be named and known as "Mahr Park" throughout the specified in paragraph 4 hereof.
4. The terms, conditions and limitations respecting the use, purposes and name of the property shall continue in full force and effect until the date of the death of the last descendent of Joseph P. Kennedy, the father of President John F. Kennedy, who is living at the time of the death of Glema M. Mahr, and for a period of twenty-one (21) years thereafter.

Being the same real estate conveyed by L. Rush Hunt, Executor of the Last Will and Testament of Glema M. Mahr to the City of Madisonville, Kentucky by deed dated December 22, 2009 and of record in Deed Book 687, page 775, Hopkins County Court Clerk's Office.

**CITY OF MADISONVILLE
RESOLUTION**

REJECT BIDS FOR DESIGN AND CONSTRUCTION OF MOUNTAIN BIKE TRAIL

WHEREAS, the City of Madisonville advertised sealed bids for the design and construction of Mountain Bike Trails at Grapevine Lake to be opened on November 30, 2020 at 10:00 a.m.; and

WHEREAS, the City of Madisonville received two bids by email to City Engineer Eric Hickman but did not receive any sealed bids.

WHEREAS, The City of Madisonville reject the bids received and shall readvertise for sealed bids for the design and construction of the mountain bike trails.

NOW THEREFORE, BE IT RESOLVED that the City Council reject the previous bids received by email.

ADOPTED on this 7th day of December, 2020.

ATTEST: