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

September 20, 2021 at 4:30 PM

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. ROLL CALL

5. APPROVAL OF MINUTES

A. City Council - Regular Meeting - Sep 7, 2021 4:30 PM

6. APPROVAL OF BILLS AND PAYROLL

A. Bills and Payroll

7. DEPARTMENT REPORTS

A. Fire Department Report
B. Police Department Report

8. COUNCIL COMMITTEE REPORTS

9. OLD BUSINESS: SECOND READING OF ORDINANCES

1. AN ORDINANCE AMENDING CHAPTER 114 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO MINING IN AND UNDERLYING THE CITY

2. Public Speakers on Mining Ordinance- 2 minute time limit

3. Ordinance amending Ordinance 93-12 section 30.30 (compensation of City Council Members) of the Code of Ordinances of the City of Madisonville, Kentucky
4. Ordinance amending Ordinance 93-12 section 30.30 (compensation of Mayor) of the Code of Ordinances of the City of Madisonville, Kentucky
5. AN ORDINANCE AMENDING CHAPTER 30 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO THE NOMINATION AND ELECTION OF CANDIDATES FOR CITY OFFICE
6. AN ORDINANCE AMENDING CHAPTER 118 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO ALCOHOLIC BEVERAGES
7. AN ORDINANCE AMENDING CHAPTER 96 OF THE CODE OF ORDINANCES OF THE CITY OF MADISONVILLE (RELATING TO PROPERTY TAX)

10. NEW BUSINESS

A. Resolutions

A. Resolution to declare lots as surplus property
B. Accept Bid for Grapple Truck
C. Accept Bid for (2) 8 inch pumps
D. Accept the offer to sale the surplus lots located at West Center Street, Madisonville, Kentucky

11. PROCLAMATION

1. Proclamation Door of Hope

12. ADJOURNMENT

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

September 7, 2021 at 4:30 PM

MINUTES

1. CALL TO ORDER BY MAYOR KEVIN COTTON

2. PLEDGE OF ALLEGIANCE

3. INVOCATION BY COUNCILMEMBER STEVENSON

4. ROLL CALL

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

5. APPROVAL OF MINUTES

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

A. City Council - Special Called Meeting - Aug 16, 2021 4:30 PM

6. APPROVAL OF BILLS AND PAYROLL

A. Bills & Payroll

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Adam Townsend, Ward 3
SECONDER: Tony Space, Ward 2
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

7. DEPARTMENT REPORTS

A. Police Department Report

8. COUNCIL COMMITTEE REPORTS

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

A. Tourism Board approved for the sum of $75000.00 in Restroom Pavilion at Grapevine Lake

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Adam Townsend, Ward 3
SECONDER:	Misty Cavanaugh, Ward 1
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

B. Tourism Board approved $486,000.00 for operating expenses for the Sports Complex to be paid monthly installments of $81,000.00 for January - June in 2022.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Adam Townsend, Ward 3
SECONDER:	Misty Cavanaugh, Ward 1
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

9. NEW BUSINESS

A. First Reading Ordinances

A. AN ORDINANCE AMENDING CHAPTER 114 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO MINING IN AND UNDERLYING THE CITY

RESULT:	**FIRST READING**	**Next: 9/20/2021 4:30 PM**

B. Public Speakers for Mining Ordinance 2 minute time limit

Rodney Vincent
Nancy Kelley
Joe Leonard
CD Palmer (See Written Comment Attached)
Mildred Rudd
Michael Bidwell
Jerry Markham

1. Written Comment

C. Ordinance amending Ordinance 93-12 section 30.30 (compensation of City Council Members) of the Code of Ordinances of the City of Madisonville, Kentucky

RESULT:	**FIRST READING**	**Next: 9/20/2021 4:30 PM**

D. Ordinance amending Ordinance 93-12 section 30.30 (compensation of Mayor) of the Code of Ordinances of the City of Madisonville, Kentucky

RESULT:	**FIRST READING**	**Next: 9/20/2021 4:30 PM**

E. AN ORDINANCE AMENDING CHAPTER 30 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO THE NOMINATION AND ELECTION OF CANDIDATES FOR CITY OFFICE

RESULT:	**FIRST READING**	**Next: 9/20/2021 4:30 PM**

F. AN ORDINANCE AMENDING CHAPTER 118 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO ALCOHOLIC BEVERAGES

RESULT:	**FIRST READING**	**Next: 9/20/2021 4:30 PM**

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

RESULT:	**FIRST READING**	**Next: 9/20/2021 4:30 PM**

B. Resolutions

A. Accept Bid for Exterior Building Sealing for Buildings located at 98 and 99 East Center Street, Madisonville, Kentucky

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Adam Townsend, Ward 3
SECONDER:	Frank Stevenson, Ward 5
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

B. Reject Bids for construction of restroom facilities parking lot and walking trail at Cherry Park and Permission to re-bid restroom facilities

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tony Space, Ward 2
SECONDER:	Amy Cruz, Ward 4
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

C. A RESOLUTION APPROVING A LEASE FOR THE FINANCING OF A PROJECT; PROVIDING FOR THE PAYMENT AND SECURITY OF THE LEASE; AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO SUCH LEASE; AND MAKING CERTAIN DESIGNATIONS REGARDING SUCH LEASE.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Frank Stevenson, Ward 5
SECONDER:	Misty Cavanaugh, Ward 1
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

D. Resolution to declare building as surplus

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Adam Townsend, Ward 3
SECONDER:	Misty Cavanaugh, Ward 1
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

E. Accept Bid for Surplus Mack Trucks

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

C. Municpal Orders

1. RE-APPOINTMENT OF JENNY GIBSON TO THE HISTORIC DISTRICT COMMISSION

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Misty Cavanaugh, Ward 1
SECONDER:	Frank Stevenson, Ward 5
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

2. RE-APPOINTMENT OF DEAN SHEETS TO THE HISTORIC DISTRICT COMMISSION

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tony Space, Ward 2
SECONDER:	Amy Cruz, Ward 4
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

10. ITEMS FOR DISCUSSION

A. Permission to Bid Restroom Facilities at Cherry Park and Grapevine Lake

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Chad Menser, Ward 6
SECONDER:	Amy Cruz, Ward 4
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

11. PROCLAMATIONS

1. Constitution Week

12. ADJOURNMENT

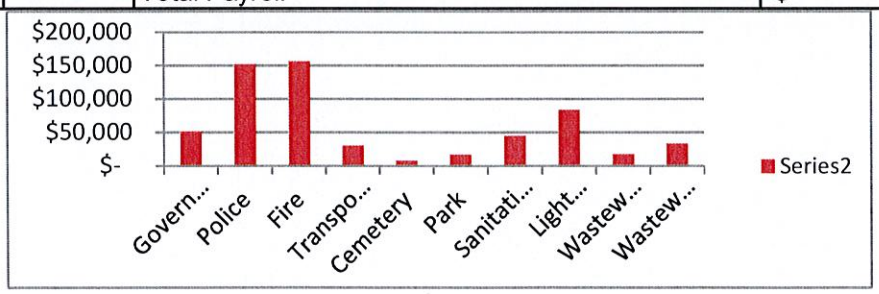
RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Adam Townsend, Ward 3
SECONDER:	Tony Space, Ward 2
AYES:	Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

Bills and Payroll for Council Meeting 09/202021

Co#	Bank#	Fund Name		
100	1	General Fund	$	98,639.18
			$	182,324.77
		Total General Fund	**$**	**280,963.95**
190	9	Sanitation	$	74,822.41
			$	21,125.99
			$	244.10
			$	18,209.92
		Total Sanitation	**$**	**114,402.42**
200	9	Electric/Utility Office	$	25,279.45
			$	115,334.77
			$	1,082.70
			$	11,833.55
		Total Electric/Utility Office	**$**	**153,530.47**
210	8	Water and Filter	$	55,092.38
			$	94,795.20
			$	28,848.34
			$	21,470.76
		Total Water Filter	**$**	**200,206.68**
	9	Waste Water Collection and Treatment	$	41,168.81
			$	44,558.63
			$	113,012.63
			$	27,761.33
		Total Wastewater Collection and Treatment	**$**	**226,501.40**

Estimated Payroll

Co#	Dept #	Department Name		Amount
	Various	Governmental	$	51,345
100	2100	Police	$	151,855
100	2300	Fire	$	156,021
100	3300	Transportation	$	29,988
100	5000	Cemetery	$	7,389
100	7000	Park	$	16,412
100	3100	Sanitation	$	44,425
190	1000/4500	Light Fund	$	83,309
200	2000	Wastewater Treatment	$	16,971
200	2001	Wastewater Collection	$	32,731
200	4700/4600	Water and Filter	$	49,441
200		Total Payroll	$	639,888



PR780I

EMPLOYEES PAID
FROM 9/17/21 TO 9/17/21

PAGE -
DATE - 9/21/21
TIME - 8.16

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	9/17/21	7	1	6
100	1200	ADMINISTRATION	9/17/21	11	10	1
100	1400	FINANCE	9/17/21	5	5	
100	1500	CITY CLERK	9/17/21	2	2	
100	1600	AIRPORT	9/17/21	4	4	
100	1700	ZONING	9/17/21	2	2	
100	2100	POLICE DEPT-MADISONVILLE	9/17/21	52	46	6
100	2150	POLICE FICA	9/17/21	6	3	3
100	2151	DISPATCH	9/17/21	14	14	
100	2200	ALCOHOLIC BEVERAGE CONTROL	9/17/21	1		1
100	2300	FIRE DEPT-MADISONVILLE	9/17/21	64	64	
100	2350	FIRE FICA/NON HAZARDOUS	9/17/21	1	1	
100	3300	TRANSPORTATION DEPT	9/17/21	22	22	
100	5000	CEMETERY DEPARTMENT	9/17/21	6	6	
100	7000	PARK DEPARTMENT	9/17/21	11	11	
100	7200	MAHR PARK	9/17/21	8	6	2
190	3100	SANITATION DEPARTMENT	9/17/21	26	26	
200	1000	UTILITY OFFICE	9/17/21	14	14	
200	4500	LIGHT DISTRIBUTION DEPT	9/17/21	20	20	
210	2000	WASTEWATER TREATMENT	9/17/21	7	7	
210	2001	WASTEWATER COLLECTION	9/17/21	20	20	
211	4600	FILTER DEPARTMENT	9/17/21	12	12	
211	4700	WATER DEPARTMENT	9/17/21	17	17	
			Totals	332	313	19

PR780I

EMPLOYEES PAID
FROM 9/17/21 TO 9/17/21

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DATE - 9/17/21
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CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,592.78	.00	.00	4,592.78
100	1200	ADMINISTRATION	24,515.79	7.22	.00	24,523.01
100	1400	FINANCE	12,393.16	23.48	.00	12,416.64
100	1500	CITY CLERK	4,672.44	.00	.00	4,672.44
100	1700	ZONING	3,963.51	.00	.00	3,963.51
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,176.92	.00	.00	1,176.92
		Total Government	51,314.60	30.70	.00	51,345.30
100	2100	POLICE DEPT-MADISO	139,033.21	6,217.61	.00	145,250.82
100	2150	POLICE FICA	6,496.61	108.01	.00	6,604.62
		Total Police	145,529.82	6,325.62	.00	151,855.44
100	2300	FIRE DEPT-MADISONV	112,487.12	42,579.98	6.77	155,073.87
100	2350	FIRE FICA/NON HAZA	947.48	.00	.00	947.48
		Total Fire	113,434.60	42,579.98	6.77	156,021.35
100	3300	TRANSPORTATION DEP	29,699.03	289.03	.00	29,988.06
		Total Transportati	29,699.03	289.03	.00	29,988.06
100	5000	CEMETERY DEPARTMEN	7,355.84	33.08	.00	7,388.92
		Total Cemetery	7,355.84	33.08	.00	7,388.92
100	7000	PARK DEPARTMENT	15,690.86	720.94	.00	16,411.80
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	15,690.86	720.94	.00	16,411.80
190	3100	SANITATION DEPARTM	43,541.50	883.99	.00	44,425.49
		Total Sanitation	43,541.50	883.99	.00	44,425.49
200	1000	UTILITY OFFICE	23,544.99	262.27	.00	23,807.26
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	58,314.69	1,187.11	.00	59,501.80
		Total Utility Offi	81,859.68	1,449.38	.00	83,309.06
210	2000	WASTEWATER TREATME	16,736.81	233.74	.00	16,970.55
210	2001	WASTEWATER COLLECT	32,091.74	639.02	.00	32,730.76
		Total Wastewater T	48,828.55	872.76	.00	49,701.31
211	4600	FILTER DEPARTMENT	17,293.58	2,765.77	.00	20,059.35
211	4700	WATER DEPARTMENT	28,527.46	854.01	.00	29,381.47
		Total Water	45,821.04	3,619.78	.00	49,440.82
		Grand Totals	583,075.52	56,805.26	6.77	639,887.55

PR780I

EMPLOYEES PAID
FROM 9/17/21 TO 9/17/21

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DATE - 9/17/21
TIME - 8.17

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAI
100	1100	ELECTED OFFICIALS	.00	.00	.00	.0(
100	1200	ADMINISTRATION	348.75	.25	.00	349.0(
100	1400	FINANCE	237.25	.75	.00	238.0(
100	1500	CITY CLERK	19.64	.00	.00	19.64
100	1700	ZONING	93.00	.00	.00	93.0(
100	1900	CITY ENGINEER	.00	.00	.00	.0(
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.0(
		Total Government	698.64	1.00	.00	699.64
100	2100	POLICE DEPT-MADISO	4,239.00	146.25	.00	4,385.25
100	2150	POLICE FICA	327.50	3.25	.00	330.75
		Total Police	4,566.50	149.50	.00	4,716.0(
100	2300	FIRE DEPT-MADISONV	5,696.75	1,938.50	.25	7,635.5(
100	2350	FIRE FICA/NON HAZA	69.75	.00	.00	69.75
		Total Fire	5,766.50	1,938.50	.25	7,705.25
100	3300	TRANSPORTATION DEP	1,829.04	10.50	.00	1,839.54
		Total Transportati	1,829.04	10.50	.00	1,839.54
100	5000	CEMETERY DEPARTMEN	424.00	1.50	.00	425.5(
		Total Cemetery	424.00	1.50	.00	425.5(
100	7000	PARK DEPARTMENT	651.75	38.50	.00	690.25
100	7100	POOL EMPLOYEES	.00	.00	.00	.0(
		Total Park	651.75	38.50	.00	690.25
190	3100	SANITATION DEPARTM	2,075.00	32.75	.00	2,107.75
		Total Sanitation	2,075.00	32.75	.00	2,107.75
200	1000	UTILITY OFFICE	1,032.00	10.25	.00	1,042.25
200	1001	METER READING	.00	.00	.00	.0(
200	4500	LIGHT DISTRIBUTION	1,578.50	23.00	.00	1,601.5(
		Total Utility Offi	2,610.50	33.25	.00	2,643.75
210	2000	WASTEWATER TREATME	573.75	6.50	.00	580.25
210	2001	WASTEWATER COLLECT	1,490.00	24.50	.00	1,514.5(
		Total Wastewater T	2,063.75	31.00	.00	2,094.75
211	4600	FILTER DEPARTMENT	875.50	96.25	.00	971.75
211	4700	WATER DEPARTMENT	1,414.00	29.50	.00	1,443.5(
		Total Water	2,289.50	125.75	.00	2,415.25
		Grand Totals	22,975.18	2,362.25	.25	25,337.68

Madisonville Fire Dept.

Monthly Total August 2021

INCIDENT TYPE	# INCIDENTS
MEDICAL	110
FIRE	48
TOTAL	158
# OVERLAPPING	**% OVERLAPPING**
29	**18%**
PRE-INCIDENT VALUE	**LOSSES**
$13,033,400.00	**$33,500.00**

DISPATCH TO RESPONDING (AVG: 0:01:22)		
	MEDICAL	**FIRE**
Station #1	0:01:15	0:01:00
Station #2	0:01:28	0:01:10
Station #3	0:01:37	0:01:37
Station #4	0:01:30	0:02:00

DISPATCH TO ARRIVAL (AVG: 0:04:33)		
	MEDICAL	**FIRE**
Station #1	0:04:31	0:03:54
Station #2	0:04:21	0:04:15
Station #3	0:05:09	0:04:45
Station #4	0:04:37	0:03:40

AVERAGE TIME ON SCENE	Monthly Training Hours
28 min 48 seconds	**751**
INSPECTIONS	
Pre-Incident Plans	**64**
Fire Prevention Inspections	**24**
Code Enforement Cases	**42**
COMMUNITY OUTREACH	
Community Programs	**7**
Car Seat Installs	**1**
Smoke Alarms Issued	**4**

Madisonville Fire Department
August 2021

	# INCIDENTS	% of TOTAL
111 - Building fire	2	1.27%
131 - Passenger vehicle fire	2	1.27%
132 - Road freight or transport vehicle fire	1	0.63%
138 - Off-road vehicle or heavy equipment fire	1	0.63%
141 - Forest, woods or wildland fire	1	0.63%
143 - Grass fire	2	1.27%
153 - Construction or demolition landfill fire	1	0.63%
160 - Special outside fire, other	1	0.63%
300 - Rescue, EMS incident, other	1	0.63%
311 - Medical assist, assist EMS crew	97	61.39%
322 - Motor vehicle accident with injuries	8	5.06%
324 - Motor vehicle accident with no injuries.	3	1.9%
341 - Search for person on land	1	0.63%
411 - Gasoline or other flammable liquid spill	1	0.63%
412 - Gas leak (natural gas or LPG)	2	1.27%
440 - Electrical wiring/equipment problem, other	2	1.27%
511 - Lock-out	1	0.63%
553 - Public service	1	0.63%
561 - Unauthorized burning	1	0.63%
611 - Dispatched & cancelled en route	4	2.53%
650 - Steam, other gas mistaken for smoke, other	1	0.63%
651 - Smoke scare, odor of smoke	2	1.27%
671 - HazMat release investigation w/no HazMat	1	0.63%
700 - False alarm or false call, other	1	0.63%
730 - System malfunction, other	1	0.63%
733 - Smoke detector activation due to malfunction	4	2.53%
735 - Alarm system sounded due to malfunction	3	1.9%
736 - CO detector activation due to malfunction	1	0.63%
740 - Unintentional transmission of alarm, other	1	0.63%
743 - Smoke detector activation, no fire - unintentional	2	1.27%
744 - Detector activation, no fire - unintentional	3	1.9%
745 - Alarm system activation, no fire - unintentional	4	2.53%
746 - Carbon monoxide detector activation, no CO	1	0.63%
TOTAL INCIDENTS:	158	100%

Madisonville Fire Department
August 2021
Incident Plans

1	Acapulco Mexican Grill	105 Country Club DR
2	Ahlstrom Filtration	215 Nebo RD
3	AMC Theatres	455 Madison Square
4	Applebees	1475 Chelsa DR
5	Baptist Health "The Holland Building" (formerly Holland Medical Equipment)	215 Clinic DR
6	Barry (York Building)	1000 Island Ford RD
7	Bath & Body Works	455 Madison Square DR
8	Bolin Rentals	1062 Thornberry DR
9	Caribbean Laundrymat	745 Grapevine RD
10	Carpet Town	141 E Arch ST
11	Cash Express	1102 S Main ST
12	Coal Field Flooring	2515 S Main ST
13	Coombs Caribbean Cuisine	11 Park
14	Cost Cutters	526 Island Ford RD
15	Country Mart	2425 S Main ST
16	Crossfire Freedom Center	401 Madison Square
17	Cute as a Button Boutique (formerly Hair Art)	353 E Center ST
18	Department of Vocational Rehabilitation	1071 Thornberry DR
19	Domino's Pizza	304 S Main ST
20	Double S Recyclers	1420 S Main ST
21	East Side Barber Shop	707 E Center ST
22	Edward Jones	1120 Island Ford RD
23	Elk's Lodge #738	875 Princeton RD
24	Enterprise Rental Car	1055 N Main ST
25	Fifth Third Bank	1389 Whittington DR
26	GNC	60 Madison Square DR
27	Griffin Auto Sales (formally)	2530 S Main ST
28	Growing Minds	1081 Thornberry DR
29	H & H Tire	302 E Arch ST
30	Hancock Bank	2420 N Main ST
31	Harbor Freight	1235 N Main ST
32	Hearing Solutions	614 E Arch ST #C
33	Heights Finance	1365 S Main ST
34	Hibbs Electric	1300 Industrial RD
35	High Tech Chrome Plating	3175 N Main ST
36	Hill and Taylor Health	344 E Arch ST
37	Hopkins Co Public Works	2290 Laffoon TRL
38	Hopkins Co. Public Library	425 E Center ST
39	Hopkins County Chamber of Commerce	15 E Center ST
40	Hopkins County Court House	120 E Center St
41	Hopkins County Extensions Agents	75 Cornwall DR
42	Hopkins County Health Department	412 N Kentucky AVE
43	Ideal Market #1	1150 S Main ST
44	Joe Leasure & Sons	39 N Madison AVE
45	Legates Furniture World	744 S Main ST
46	Living Water Church	95 Dulin ST
47	Main Street Barbers	870 S Main ST
48	MCC Health Campus	750 Laffoon ST
49	Mr. Wok	522 Island Ford RD
50	Plastic Surgery Center	1900 N Main ST
51	Potts Marine	125 Hickory DR
52	Prairie Farms does not occupy this facility any more	10 Mcleod AVE
53	Readmore	455 Madison Square
54	Rogers Jewelers & Outlet-Suite 23	401 Madison Square
55	Security Self Storage	75 Pritchett AVE
56	Seibert Chiropractic	38 Ridgewood Professional CT
57	Shoe Dept. Encore	401 Madison Square DR
58	Steven's Transmission	30 Oakdale AVE
59	Subway	743 S Main ST
60	Terry Brown Dentistry	77 E North ST
61	The Auto Spa	538 E Center ST
62	True Value	624 S Main ST
63	UPS	4725 Hanson RD
64	Waste Water Treatment Plant	1715 AC Slayton RD

Madisonville Fire Department
August 2021 Community Outreach

EVENT TYPE	EVENT	LOCATION	DATE
Public Education	Car Seat Inspection	Station #1	08/21/2021
Public Relations Presence	Annual Backpack Giveaway	Verizon	08/01/2021
Public Relations Presence	1st Responder Lunch	American Legion	08/02/2021
Public Relations Presence	Happy Feet	Historical Court House	08/03/2021
Public Relations Presence	9/11 Planning Meeting	YMCA	08/09/2021
Public Relations Presence	Fire Truck Showing	First Baptist Church Preschool	08/19/2021
Public Relations Presence	Providence Fire Chief Funeral	Providence	08/21/2021

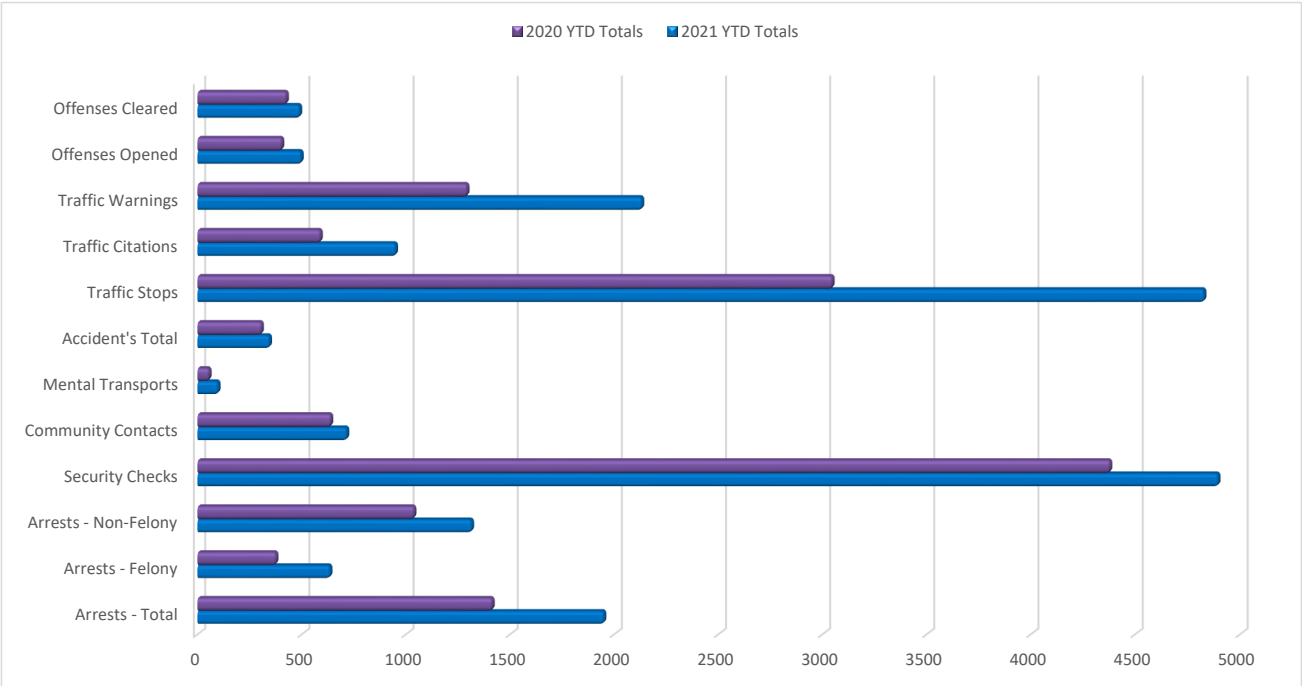
Madisonville Police Department
Council Report
September 20th, 2021

Type	Aug-21	Aug-20	2021 YTD Totals	2020 YTD Totals
Calls - Total Responses	4347	3859	34346	34881
Arrests - Total	306	208	1950	1414
Arrests - Felony	86	62	635	376
Arrests - Non-Felony	220	146	1315	1038
Security Checks	708	440	4895	4379
Community Contacts	89	75	716	639
Mental Transports	17	11	98	55
Accident's Total	37	54	345	306
Traffic Stops	665	433	4828	3046
Traffic Citations	133	86	950	589
Traffic Warnings	288	199	2132	1293
Offenses Opened	58	32	497	404
Offenses Cleared	65	51	490	426
Stolen/Lost Property Value	$ 49,075.96	$ 17,812.27	$311,818.32	$431,369.16
Recovered Property Value	$ 11,310.99	$ 6,016.80	$75,829.46	$192,783.96
Average Response Time	4.60 Mins	3.16 Mins	4.64 Mins	5.20 Mins

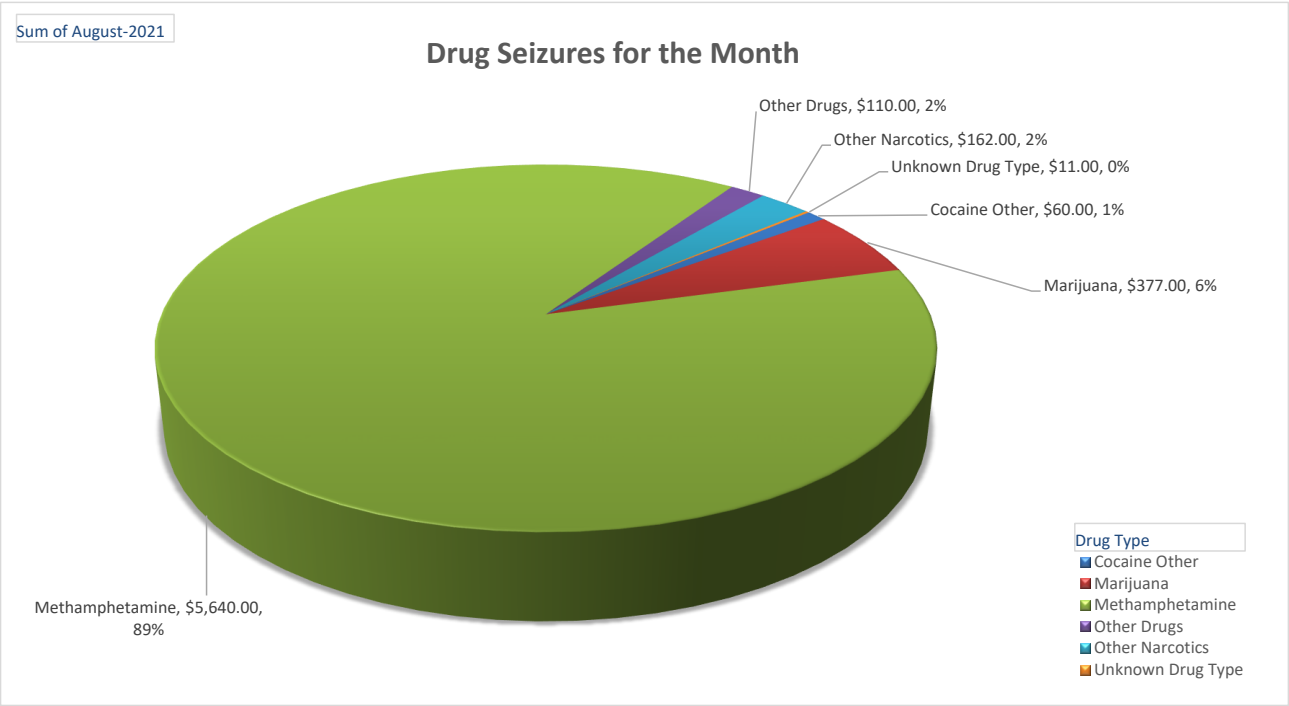
Man Hours	Jun-21	Jul-21	Aug-21	Totals
Regular Hours	8122	8014.7	8687.18	24823.92
Over Time Hours	925	1300	663.25	2888.25
Vacation Hours	858	527	498	1883
Sick Hours	136.5	177.25	427.75	741.5
Training Hours	554	Unavaila	Unavailable	554
Community Programs	0	0	0	0
Volunteer Hours	0	409	0	409
Crime Stopper Tips	18	16	10	44
Crime Stopper Arrests	12	11	8	31

Special Events:

Volunteer events:



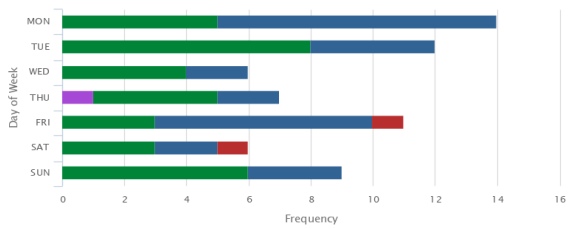
Madisonville Police Department
Council Report
September 20th, 2021



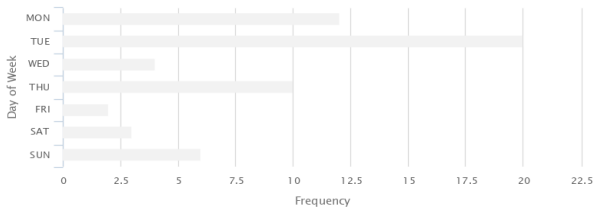
Total Seizures August 2021 $ 6,360.00

Madisonville Police Department
Council Report
September 20th, 2021

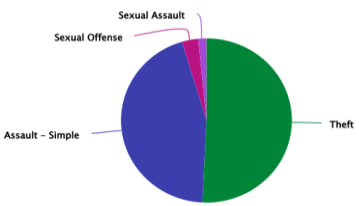
Part 1 Crimes by Day of Week



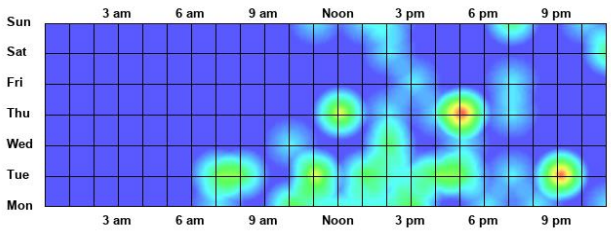
Traffic Accidents by Day of Week



Part 1 Crimes

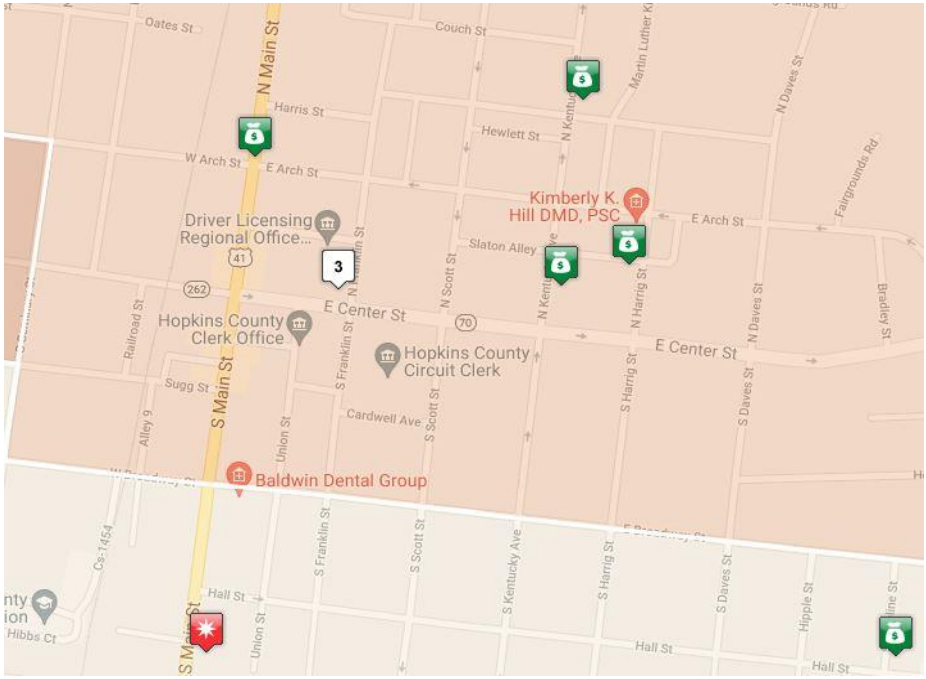


Traffic Accident Highest Times



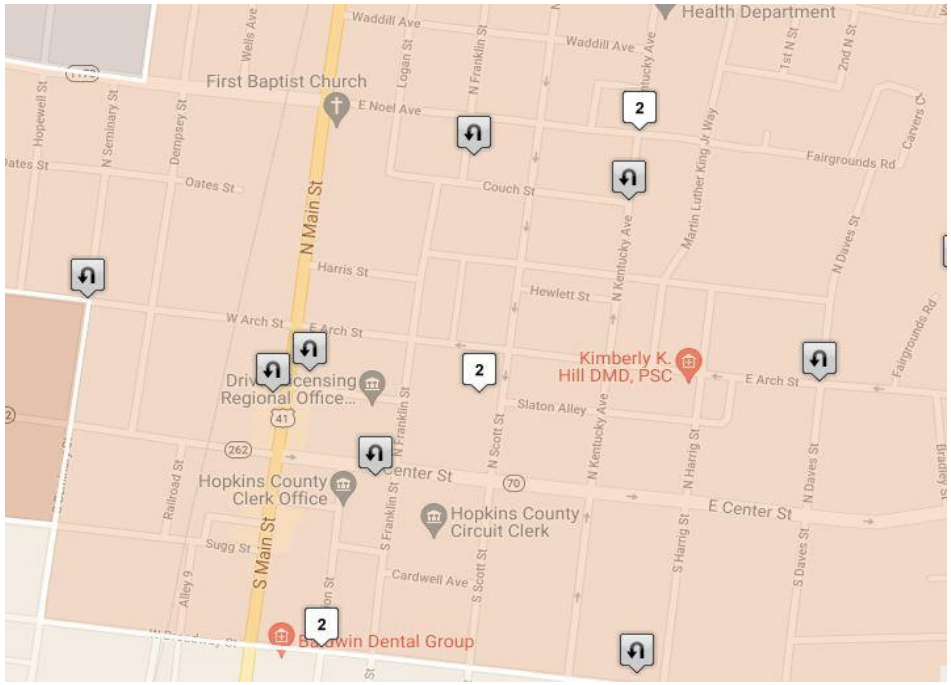
Madisonville Police Department
Council Report
September 20th, 2021

Part 1 Crimes Highest Density



Madisonville Police Department
Council Report
September 20th, 2021

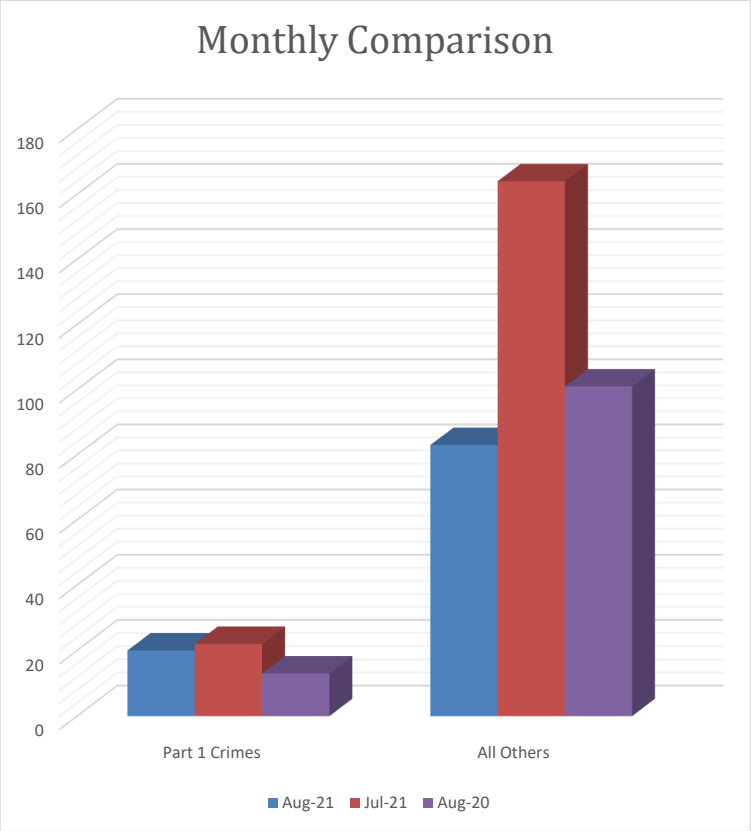
Traffic Accidents Highest Density

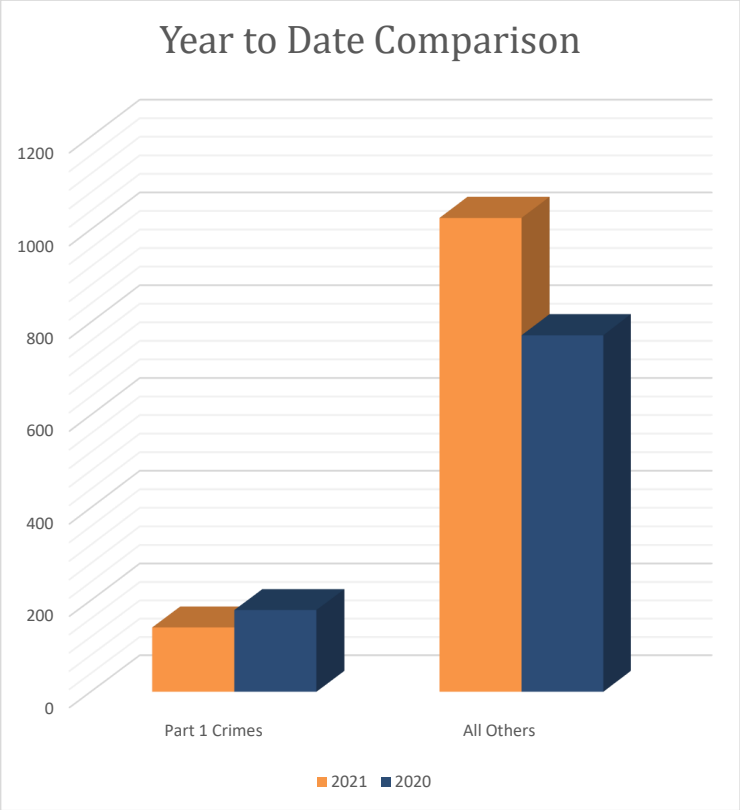


Madisonville Police Department
Council Report
September 20th, 2021

Crime Statistics Comparison

	Aug-21	Jul-21	Difference	Aug-20	Difference	Calendar Year to Date 2021	2020	Difference
Part 1 Crimes	20	22	-9%	13	54%	141	179	-21%
All Others	83	164	-49%	101	-18%	1025	772	33%
Total	103	186	-45%	114	-10%	1166	951	23%





CITY OF MADISONVILLE, KY
ORDINANCE O-2021-8

AN ORDINANCE AMENDING CHAPTER 114 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO MINING IN AND UNDERLYING THE CITY

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

VERSION 1

CITY OF MADISONVILLE
ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING CHAPTER 114 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO MINING IN AND UNDERLYING THE CITY

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

Chapter 114 of the City of Madisonville Code of Ordinances is hereby amended as follows:

§ 114.02 FINDINGS OF FACT.

(C) The Council further finds that in order to minimize the risk to [~~prevent~~] future generations of its citizens from exposure to known and existing hazards caused by underground mining that it is in the interest of the general welfare that further mining in and underlying the city be restricted as herein provided [~~prohibited~~].

§ 114.03 REGULATIONS.

(A) It shall be unlawful to mine coal by the surface, auger, or strip method of mining within the city limits of the city.

(B) It shall be unlawful to mine coal by the long wall method of mining within the city limits of the city without the prior written consent of the owner of the surface estate.

(C)[~~(B)~~] [~~It shall be unlawful to mine~~] There shall be no mining of coal by the underground or deep shaft method of mining within the city limits of [~~the city~~] Madisonville except within the area identified on Exhibit A attached hereto and incorporated herein by reference. Mining in all other areas of the city of Madisonville is expressly prohibited. Mining within the authorized area identified on Exhibit A shall be subject to the following restrictions:

(1) No mining shall occur within 250 linear feet of any residence or occupied dwelling located on the surface estate without the prior written consent of the record title owner of the surface estate. If there are multiple owners of the property consent must be obtained from all owners of legal age. Said written consent shall be filed of record in the Hopkins County Court Clerk's Office;

(2) If the owner of the mineral estate does not own the surface estate overlying the mineral estate, there shall be no mining of coal without the prior written consent of the record title owner of the

surface estate. If there are multiple owners of the surface estate, consent must be obtained from all owners of legal age. Said written consent shall be filed of record in the Hopkins County Court Clerk's Office;

(3) No coal shall be mined within the permitted area unless the coal is at a depth of at least 650 feet below the surface.

(4) No mining related facilities, except facilities relating to miner health and safety, shall be located on the surface without the written consent of the surface owner. No mine entrance shall be located within the city limits of Madisonville;

(5) It shall unlawful to mine coal by the underground or deep method of mining even within the permitted area identified on Exhibit A unless the person or entity proposing to conduct mining operations provides unto the city of Madisonville prior to the commencement of such mining operations: (a) true, accurate and legible maps showing the area proposed to be mined identifying thereon all existing residences and occupied dwellings located on the surface of the area proposed to be mined; (b) written consent from all record title owners of the surface estate for mining operations to be conducted underlying the surface estate where the surface and mineral estates are not owned by the same person or entity;

(6) Once mining operations have commenced within the permitted area identified on Exhibit A, the person or entity conducting such mining operations shall provide unto the City true and accurate mining maps with supporting mathematical calculations showing the amount of coal mined and removed from the property which shall not exceed 50% of the original coal in place, leaving at least 50% of the coal in place to support the surface estate. The foregoing information shall be furnished no less frequency than every 90 days and shall be subject to public inspection. Sufficient coal shall be left in place to protect all existing structures located on the surface estate from mine-related subsidence;

(7) All mining operations shall be conducted in compliance with all applicable state, federal and local laws, rules and regulations applicable to said mining operations;

(8) If a surface owner consents to mining operations beneath the surface estate, at the request of the owner of the surface estate the person or entity conducting the mining operations will provide at its own expense to the owner of the surface estate a pre-mining survey of any occupied dwelling located on the surface estate to establish a baseline showing the condition and state of repair of the property prior to the commencement of mining operations;

(9) The person or entity conducting mining operations shall be responsible for any and all damages resulting from such mining operations; and

(10) Any person or entity found to have intentionally violated this Ordinance shall be permanently barred from conducting future mining operations within the city of Madisonville, and shall reimburse the City for all legal fees and costs incurred by the City in proving such violation.

§ 114.99 PENALTY.

Any person who violates § 114.03 shall be guilty of a misdemeanor and shall be subject to a fine of not less than two hundred fifty dollars ($250.00) nor more than five hundred dollars ($500.00) for each violation hereof. Each day's operation in violation of this ordinance shall constitute a separate violation. In addition to the foregoing penalty, the city of Madisonville shall have the right to seek an injunction to prohibit mining operations which are in in violation of this ordinance. In the event a court of competent jurisdiction determines that a mining operation is in violation of this ordinance, the mining operator shall be responsible for the payment of all court costs and reasonable attorney fees incurred by the city of Madisonville in enforcing this ordinance.

VERSION 2

CITY OF MADISONVILLE
ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING CHAPTER 114 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO MINING IN AND UNDERLYING THE CITY

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

Chapter 114 of the City of Madisonville Code of Ordinances is hereby amended as follows:

§ 114.02 FINDINGS OF FACT.

(C) The Council further finds that in order to minimize the risk to [~~prevent~~] future generations of its citizens from exposure to known and existing hazards caused by underground mining that it is in the interest of the general welfare that further mining in and underlying the city be restricted as herein provided [~~prohibited~~].

§ 114.03 REGULATIONS.

(A) It shall be unlawful to mine coal by the surface, auger, or strip method of mining within the city limits of the city.

(B) It shall be unlawful to mine coal by the long wall method of mining within the city limits of the city without the prior written consent of the owner of the surface estate.

(C)[~~(B)~~] [~~It shall be unlawful to mine~~] There shall be no mining of coal by the underground or deep shaft method of mining within the city limits of [~~the city~~] Madisonville except within the area identified on Exhibit A attached hereto and incorporated herein by reference. Mining in all other areas of the city of Madisonville is expressly prohibited. Mining within the authorized area identified on Exhibit A shall be subject to the following restrictions:

(1) No mining shall occur within 250 linear feet of any residence or occupied dwelling located on the surface estate without the prior written consent of the record title owner of the surface estate. If there are multiple owners of the property consent must be obtained from all owners of legal age. Said written consent shall be filed of record in the Hopkins County Court Clerk's Office;

(2) If the owner of the mineral estate does not own the surface estate overlying the mineral estate, there shall be no mining of coal without the prior written consent of the record title owner of the surface estate. If there are multiple owners of the surface estate, consent must be obtained from all owners of legal age. Said written consent shall be filed of record in the Hopkins County Court Clerk's Office;

(3) No coal shall be mined within the permitted area unless the coal is at a depth of at least 450 below the surface.

(4) No mining related facilities, except facilities relating to miner health and safety, shall be located on the surface without the written consent of the surface owner. No mine entrance shall be located within the city limits of Madisonville;

(5) It shall unlawful to mine coal by the underground or deep method of mining even within the permitted area identified on Exhibit A unless the person or entity proposing to conduct mining operations provides unto the city of Madisonville prior to the commencement of such mining operations: (a) true, accurate and legible maps showing the area proposed to be mined identifying thereon all existing residences and occupied dwellings located on the surface of the area proposed to be mined; (b) written consent from all record title owners of the surface estate for mining operations to be conducted underlying the surface estate where the surface and mineral estates are not owned by the same person or entity;

(6) Once mining operations have commenced within the permitted area identified on Exhibit A, the person or entity conducting such mining operations shall provide unto the City true and accurate mining maps with supporting mathematical calculations showing the amount of coal mined and removed from the property which shall not exceed 50% of the original coal in place, leaving at least 50% of the coal in place to support the surface estate. The foregoing information shall be furnished no less frequency than every 90 days and shall be subject to public inspection. Sufficient coal shall be left in place to protect all existing structures located on the surface estate from mine-related subsidence;

(7) All mining operations shall be conducted in compliance with all applicable state, federal and local laws, rules and regulations applicable to said mining operations;

(8) If a surface owner consents to mining operations beneath the surface estate, at the request of the owner of the surface estate the person or entity conducting the mining operations will provide at its own expense to the owner of the surface estate a pre-mining survey of any occupied dwelling located on the surface estate to establish a baseline showing the condition and state of repair of the property prior to the commencement of mining operations;

(9) The person or entity conducting mining operations shall be responsible for any and all damages resulting from such mining operations; and

(10) Any person or entity found to have intentionally violated this Ordinance shall be permanently barred from conducting future mining operations within the city of Madisonville, and shall reimburse the City for all legal fees and costs incurred by the City in proving such violation.

§ 114.99 PENALTY.

Any person who violates § 114.03 shall be guilty of a misdemeanor and shall be subject to a fine of not less than two hundred fifty dollars ($250.00) nor more than five hundred dollars ($500.00) for each violation hereof. Each day's operation in violation of this ordinance shall constitute a separate violation. In addition to the foregoing penalty, the city of Madisonville shall have the right to seek an injunction to prohibit mining operations which are in in violation of this ordinance. In the event a court of competent jurisdiction determines that a mining operation is in violation of this ordinance, the mining operator shall be responsible for the payment of all court costs and reasonable attorney fees incurred by the city of Madisonville in enforcing this ordinance.

VERSION 3

CITY OF MADISONVILLE
ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING CHAPTER 114 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO MINING IN AND UNDERLYING THE CITY

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

Chapter 114 of the City of Madisonville Code of Ordinances is hereby amended as follows:

§ 114.02 FINDINGS OF FACT.

(C) The Council further finds that in order to minimize the risk to [~~prevent~~] future generations of its citizens from exposure to known and existing hazards caused by underground mining that it is in the interest of the general welfare that further mining in and underlying the city be restricted as herein provided [~~prohibited~~].

§ 114.03 REGULATIONS.

(A) It shall be unlawful to mine coal by the surface, auger, or strip method of mining within the city limits of the city.

(B) It shall be unlawful to mine coal by the long wall method of mining within the city limits of the city without the prior written consent of the owner of the surface estate.

(C)[~~(B)~~] [~~It shall be unlawful to mine~~] There shall be no mining of coal by the underground or deep shaft method of mining within the city limits of [~~the city~~] Madisonville except within the area identified on Exhibit A attached hereto and incorporated herein by reference. Mining in all other areas of the city of Madisonville is expressly prohibited. Mining within the authorized area identified on Exhibit A shall be subject to the following restrictions:

(1) No mining shall occur within 250 linear feet of any residence or occupied dwelling located on the surface estate without the prior written consent of the record title owner of the surface estate. If there are multiple owners of the property consent must be obtained from all owners of legal age. Said written consent shall be filed of record in the Hopkins County Court Clerk's Office;

(2) If there are occupied dwellings on the surface estate, no coal shall be mined underlying the surface estate of such property without the prior written consent of the owner or owners of the occupied dwellings. Said written consent shall be filed of record in the Hopkins County Court Clerk's Office;

(3) No coal shall be mined within the permitted area unless the coal is at a depth of at least 450 feet below the surface.

(4) No mining related facilities, except facilities relating to miner health and safety, shall be located on the surface without the written consent of the surface owner. No mine entrance shall be located within the city limits of Madisonville;

(5) It shall unlawful to mine coal by the underground or deep method of mining even within the permitted area identified on Exhibit A unless the person or entity proposing to conduct mining operations provides unto the city of Madisonville prior to the commencement of such mining operations: (a) true, accurate and legible maps showing the area proposed to be mined identifying thereon all existing residences and occupied dwellings located on the surface of the area proposed to be mined; (b) written consent from all record title owners of the surface estate for mining operations to be conducted underlying the surface estate where the surface and mineral estates are not owned by the same person or entity;

(6) Once mining operations have commenced within the permitted area identified on Exhibit A, the person or entity conducting such mining operations shall provide unto the City true and accurate mining maps with supporting mathematical calculations showing the amount of coal mined and removed from the property which shall not exceed 50% of the original coal in place, leaving at least 50% of the coal in place to support the surface estate. The foregoing information shall be furnished no less frequency than every 90 days and shall be subject to public inspection. Sufficient coal shall be left in place to protect all existing structures located on the surface estate from mine-related subsidence;

(7) All mining operations shall be conducted in compliance with all applicable state, federal and local laws, rules and regulations applicable to said mining operations;

(8) If a surface owner consents to mining operations beneath the surface estate, at the request of the owner of the surface estate the person or entity conducting the mining operations will provide at its own expense to the owner of the surface estate a pre-mining survey of any occupied dwelling located on

the surface estate to establish a baseline showing the condition and state of repair of the property prior to the commencement of mining operations;

(9) The person or entity conducting mining operations shall be responsible for any and all damages resulting from such mining operations; and

(10) Any person or entity found to have intentionally violated this Ordinance shall be permanently barred from conducting future mining operations within the city of Madisonville, and shall reimburse the City for all legal fees and costs incurred by the City in proving such violation.

§ 114.99 PENALTY.

Any person who violates § 114.03 shall be guilty of a misdemeanor and shall be subject to a fine of not less than two hundred fifty dollars ($250.00) nor more than five hundred dollars ($500.00) for each violation hereof. Each day's operation in violation of this ordinance shall constitute a separate violation. In addition to the foregoing penalty, the city of Madisonville shall have the right to seek an injunction to prohibit mining operations which are in in violation of this ordinance. In the event a court of competent jurisdiction determines that a mining operation is in violation of this ordinance, the mining operator shall be responsible for the payment of all court costs and reasonable attorney fees incurred by the city of Madisonville in enforcing this ordinance.

VERSION 4

CITY OF MADISONVILLE
ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING CHAPTER 114 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO MINING IN AND UNDERLYING THE CITY

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

Chapter 114 of the City of Madisonville Code of Ordinances is hereby amended as follows:

§ 114.02 FINDINGS OF FACT.

(C) The Council further finds that in order to minimize the risk to [~~prevent~~] future generations of its citizens from exposure to known and existing hazards caused by underground mining that it is in the interest of the general welfare that further mining in and underlying the city be restricted as herein provided [~~prohibited~~].

§ 114.03 REGULATIONS.

(A) It shall be unlawful to mine coal by the surface, auger, or strip method of mining within the city limits of the city.

(B) It shall be unlawful to mine coal by the long wall method of mining within the city limits of the city without the prior written consent of the owner of the surface estate.

(C)[~~(B)~~] [~~It shall be unlawful to mine~~] There shall be no mining of coal by the underground or deep shaft method of mining within the city limits of [~~the city~~] Madisonville except within the area identified on Exhibit A attached hereto and incorporated herein by reference. Mining in all other areas of the city of Madisonville is expressly prohibited. Mining within the authorized area identified on Exhibit A shall be subject to the following restrictions:

(1) No mining shall occur within 250 linear feet of any residence or occupied dwelling located on the surface estate without the prior written consent of the record title owner of the surface estate. If there are multiple owners of the property consent must be obtained from all owners of legal age. Said written consent shall be filed of record in the Hopkins County Court Clerk's Office;

(2) If there are occupied dwellings on the surface estate, no coal shall be mined underlying the surface estate of such property without the prior written consent of the owner or owners of the occupied dwellings Said written consent shall be filed of record in the Hopkins County Court Clerk's Office;

(3) No coal shall be mined within the permitted area unless the coal is at a depth of at least 650 feet below the surface.

(4) No mining related facilities, except facilities relating to miner health and safety, shall be located on the surface without the written consent of the surface owner. No mine entrance shall be located within the city limits of Madisonville;

(5) It shall unlawful to mine coal by the underground or deep method of mining even within the permitted area identified on Exhibit A unless the person or entity proposing to conduct mining operations provides unto the city of Madisonville prior to the commencement of such mining operations: (a) true, accurate and legible maps showing the area proposed to be mined identifying thereon all existing residences and occupied dwellings located on the surface of the area proposed to be mined; (b) written consent from all record title owners of the surface estate for mining operations to be conducted underlying the surface estate where the surface and mineral estates are not owned by the same person or entity;

(6) Once mining operations have commenced within the permitted area identified on Exhibit A, the person or entity conducting such mining operations shall provide unto the City true and accurate mining maps with supporting mathematical calculations showing the amount of coal mined and removed from the property which shall not exceed 50% of the original coal in place, leaving at least 50% of the coal in place to support the surface estate. The foregoing information shall be furnished no less frequency than every 90 days and shall be subject to public inspection. Sufficient coal shall be left in place to protect all existing structures located on the surface estate from mine-related subsidence;

(7) All mining operations shall be conducted in compliance with all applicable state, federal and local laws, rules and regulations applicable to said mining operations;

(8) If a surface owner consents to mining operations beneath the surface estate, at the request of the owner of the surface estate the person or entity conducting the mining operations will provide at its own expense to the owner of the surface estate a pre-mining survey of any occupied dwelling located on the surface estate to establish a baseline showing the condition and state of repair of the property prior to the commencement of mining operations;

(9) The person or entity conducting mining operations shall be responsible for any and all damages resulting from such mining operations; and

(10) Any person or entity found to have intentionally violated this Ordinance shall be permanently barred from conducting future mining operations within the city of Madisonville, and shall reimburse the City for all legal fees and costs incurred by the City in proving such violation.

§ 114.99 PENALTY.

Any person who violates § 114.03 shall be guilty of a misdemeanor and shall be subject to a fine of not less than two hundred fifty dollars ($250.00) nor more than five hundred dollars ($500.00) for each violation hereof. Each day's operation in violation of this ordinance shall constitute a separate violation. In addition to the foregoing penalty, the city of Madisonville shall have the right to seek an injunction to

prohibit mining operations which are in in violation of this ordinance. In the event a court of competent jurisdiction determines that a mining operation is in violation of this ordinance, the mining operator shall be responsible for the payment of all court costs and reasonable attorney fees incurred by the city of Madisonville in enforcing this ordinance.

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 September, 2021 and the second reading on the 20th day of September, 2021. 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 20th day of September, 2021

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

CITY OF MADISONVILLE, KY
ORDINANCE O-2021-9

ORDINANCE AMENDING ORDINANCE 93-12 SECTION 30.30 (COMPENSATION OF CITY COUNCIL MEMBERS) OF THE CODE OF ORDINANCES OF THE CITY OF MADISONVILLE, KENTUCKY

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

Chapter 30.30 of the City of Madisonville Code of Ordinances is hereby amended as follows:

Section 30.30: Elected Officers

(A) Council shall by ordinance fix the compensation of every elected city officer not later than the first Monday in May in the year in which the officer is elected. An elected officer's compensation shall not be changed after his election or during his term of office.

(B) Effective January 1, 2023, the annual compensation of a City Councilmember is and shall be fixed at Fifteen Thousand ($15,000.00) Dollars

(C) The amounts stated above shall be subject to adjustment as provided in KRS 83A.070 et seq. and as provided in Chapter 30.34 of the Code of Ordinances.

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 September, 20201 and the second reading on the 20th day of September, 2021. 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 20th day of September, 2021

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

CITY OF MADISONVILLE, KY
ORDINANCE O-2021-10

ORDINANCE AMENDING ORDINANCE 93-12 SECTION 30.30 (COMPENSATION OF MAYOR) OF THE CODE OF ORDINANCES OF THE CITY OF MADISONVILLE, KENTUCKY

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

Whereas, the City of Madisonville has continued to grow and develop and as such the operations of the City have grown larger and more complex;

Whereas, The City Council of the City of Madisonville desires that the Mayor's position be fairly and adequately compensated based on the expected job performance and duties of the Mayor, which is expected to be a full-time job;

Chapter 30.30 of the City of Madisonville Code of Ordinances is hereby amended as follows:

Section 30.30: Elected Officers

(A) Council shall by ordinance fix the compensation of every elected city officer not later than the first Monday in May in the year in which the officer is elected. An elected officer's compensation shall not be changed after his election or during his term of office.

(B) The annual compensation of the Mayor is and shall be fixed at Seventy-Five Thousand ($75,000.00) Dollars ~~Thirty Nine Thousand Five Hundred ($39,500.00)~~ effective January 1, 2023 ~~1994~~.

(C) The amounts stated above shall be subject to adjustment as provided in KRS 83A.070 et seq. and as provided in Chapter 30.34 of the Code of Ordinances.

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 September, 2021 and the second reading on the 20th day of September 2021. 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 20th day of September 2021

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

CITY OF MADISONVILLE, KY
ORDINANCE O-2021-11

AN ORDINANCE AMENDING CHAPTER 30 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO THE NOMINATION AND ELECTION OF CANDIDATES FOR CITY OFFICE

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

Chapter 30 of the City of Madisonville Code of Ordinances is hereby amended as follows:

§ 30.09 NOMINATION AND ELECTION OF CANDIDATES FOR CITY OFFICE.

(A) Effective upon the adoption and publication of this Ordinance, the nomination and election to the offices of mayor and the city council shall be nonpartisan, and shall be governed by KRS 83A.045(2)(a)and(c), KRS 83A.050, KRS 83A.170, KRS 83A.175, and KRS Chapters 116 to 121.

(B) A candidate for city office shall file his or her nomination papers with the county clerk of the county not earlier than the first Wednesday after the first Monday in November of the year preceding the year in which the office will appear on the ballot and not later than the first Friday following the first Monday in January before the day fixed by KRS Chapter 118 for holding a primary for nominations for the office. Signatures for nomination papers shall not be affixed on the document to be filed prior to the first Wednesday after the first Monday in November of the year preceding the year in which the office will appear on the ballot. All nomination papers shall be filed no later than 4 p.m. local time when filed on the last day on which the papers are permitted to be filed.

§ **30.14 COUNCIL MEMBERS.**

(A) Election; term of office.

(1) ~~At an election to be held on the first Tuesday after the first Monday in November in every odd-numbered year,~~ At a regular election held every other year at a time that is in accordance with KRS Chapters 116 to 121, there shall be elected six Council Members from the six wards of the city, as follows: From the first ward, one Council Member; from the second ward, one Council Member; from the third ward, one Council Member; from the fourth ward, one Council Member; from the fifth ward, one Council Member; from the sixth ward, one Council Member.

(B) Qualifications. A member shall be at least eighteen (18) years of age, shall be a qualified voter in the city, and shall reside in the city throughout his term of office. A candidate for council shall be a

resident of the city for not less than one (1) year prior to his or her election, and shall be a resident of the ward for which council office is sought.

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 September, 2021 and the second reading on the 20th day of September, 2021. 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 20th day of September, 2021

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

CITY OF MADISONVILLE, KY
ORDINANCE O-2021-12

AN ORDINANCE AMENDING CHAPTER 118 OF THE CITY OF MADISONVILLE CODE OF ORDINANCES RELATING TO ALCOHOLIC BEVERAGES

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:

License Type	***Fee***
(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 distilled spirits, wine & malt beverages)	$100
(E) Quota retail drink license, per annum	$1,000
(F) Distiller's license, per annum	$500
(G) Microbrewery license, per annum	$500

§ 118.28(1) BUSINESS AUTHORIZED BY DISTILLER'S LICENSE - CLASS B DISTILLER'S LICENSE.

(1) A distiller's license shall authorize the licensee to engage in the business of distiller at the premises specifically designated in the license, to maintain aging warehouses, and to transport for himself or herself only any alcoholic beverage which he or she is authorized under the license to manufacture or sell. The licensee shall transport alcoholic beverages only by a vehicle operated by himself or herself, which has affixed to its sides at all times a sign of form and size prescribed by the state board, containing among other things the name and license number of the licensee. No distilled spirits shall be transported on the same truck or vehicle as malt beverages, except by a common carrier, unless the owner of the truck or vehicle holds a distributor's license.

(2)(a) The manufacture of distilled spirits at the distillery shall not be less than six hundred (600) gallons in one (1) year.

(b) Distillers that produce fifty thousand (50,000) gallons or less of distilled spirits per calendar year at the premises shall obtain a distiller's license, Class B (craft distillery).

(3)(a) A distiller that is located in a wet territory, or in any precinct that has authorized the limited sale of alcoholic beverages at distilleries under KRS 242.1243, may sell distilled spirits by the drink or by the package at retail to customers in accordance with KRS 243.0305.

(b) Any distilled spirits sold under this subsection shall be taxed and distributed in the same manner as sales under KRS 243.0305(2).

(c) Except as provided in this subjection, sales under this subsection shall be governed by all of the statutes and administrative regulations governing the retail sale of distilled spirits by the drink.

(4) Nothing in this section shall be construed to:

(a) Vitiate the policy of this Commonwealth supporting an orderly three (3) tier system for the production and sale of alcoholic beverages; or

(b) Allow delivery or shipment of alcohol into dry or moist territory.

§ 118.28(2) BUSINESS AUTHORIZED BY A MICROBREWERY LICENSE -- MICROBREWERY PERMITTED TO SELL MALT BEVERAGES PRODUCED ON THE PREMISES FOR ON-PREMISES OR OFF- PREMISES PURPOSES WITHOUT TRANSFERRING PHYSICAL POSSESSION TO A DISTRIBUTOR IF THE MICROBREWERY MEETS REPORTING REQUIREMENTS AND HAS BOTH A RETAIL DRINK LICENSE AND A RETAIL PACKAGE LICENSE -- MICROBREWERY TO PAY WHOLESALE AND EXCISE TAXES ON SALES OF MALT BEVERAGES -- SAMPLING BY EMPLOYEES.

(1) A microbrewery license shall authorize the licensee to perform the following functions:

(a) Engage in the business of a brewer under the terms and conditions of KRS 243.150, provided that production of malt beverages at the microbrewery shall not exceed fifty thousand (50,000) barrels in one (1) year;

(b) Serve on the premises complimentary samples of malt beverages produced by the microbrewery in amounts not to exceed sixteen (16) ounces per patron, provided the microbrewery is located in wet territory or a precinct that has authorized the sale of alcoholic beverages at microbreweries under KRS 242.1239;

(c) Sell malt beverages produced on the premises of the microbrewery to licensed distributors;

(d) Sell malt beverages produced on the premises of the microbrewery for on- and off-premises purposes in accordance with subsection (3)(b) and (c) of this section, pursuant to the following:

1. Without restriction on the amount of malt beverages sold by the drink for on-premises consumption provided the microbrewery is located in wet territory or a precinct that has authorized the sale of alcoholic beverages at microbreweries under KRS 242.1239; and
2. With a restriction on the amount of malt beverages sold for off-premises consumption, in an aggregate amount not to exceed thirty-one (31) gallons per person per day that shall not include more than three (3) cases in case format; and

(e) Sell:

1. Unlimited amounts of malt beverages by the drink; and

2. Not more than one (1) case of packaged malt beverages; produced on the premises of the microbrewery to consumers at fairs, festivals, and other similar types of events located in wet territory, in accordance with subsection (3)(b)2. and (c)2. of this section.

(2) A microbrewery license shall not be deemed to be incompatible with any other license except for a distributor's license under the provisions of KRS 243.180.

(3) In accordance with the provisions of this section, a microbrewery license holder may:

(a) Hold retail drink and package licenses both on and off the premises of the microbrewery. The holder of a microbrewery license is exempt from the provisions of KRS 244.570 and 244.590 as applied to any retail licenses held by the microbrewery license holder, and from any other sections which would restrict the co-ownership of the microbrewery license and any retail licenses described in this section;

(b) Sell malt beverages produced on the premises of the microbrewery for on- premises purposes without having to transfer physical possession of those malt beverages to a licensed distributor provided:

1. The microbrewery possesses a retail drink license for those premises; and

2. The microbrewery reports and pays all taxes required by subsection (5)(a) and (b) of this section to the Department of Revenue at the time and in the manner required by the Department of Revenue in accordance with its powers under KRS 131.130(3); and

(c) Sell malt beverages produced on the premises of the microbrewery for off- premises purposes without having to transfer physical possession of those malt beverages to a licensed distributor provided that:

1. The microbrewery possesses a retail package license for those premises; and

2. The microbrewery reports and pays all taxes required by subsection (5)(a) and (b) of this section to the Department of Revenue at the time and in the manner required by the Department of Revenue in accordance with its powers under KRS 131.130(3).

(4) The provisions of subsection (3)(b) and (c) of this section shall apply only to malt beverages that are produced by the microbrewery at its licensed premises and:

(a) Offered for sale by the microbrewery at that same premises under the microbrewery's retail drink or package license; or

(b) Offered for sale by the microbrewery at a fair, festival, or other similar type of event as authorized under subsection (1)(e) of this section.
All other malt beverages produced by the microbrewery which are offered for retail sale shall be sold and physically transferred to a licensed distributor in compliance with all other relevant provisions of KRS Chapters 241 to 244, and a licensed microbrewery shall not otherwise affect sales of malt beverages directly to retail customers except as provided in subsection (3)(b) and (c) of this section under KRS 243.027 to 243.029 if the microbrewery holds a direct shipper license.

(5) (a) A microbrewery selling malt beverages in accordance with subsection (3)(b) and (c) of this section shall pay all wholesale sales taxes due under KRS 243.884. For the purposes of this subsection,

"wholesale sales" means a sale of malt beverages made by a microbrewery under subsection (3)(b) and (c) of this section, as applicable.

(b) A Microbrewery6 shall pay the excise tax on malt beverages in accordance with KRS 243.720(3) and 243.730 and shall be entitled to the credit set forth in KRS 243.720(3)(b).

(6) A microbrewery shall not be located in dry territory.

(7) An employee of a microbrewery may sample the products produced by that microbrewery for purposes of education, quality control, and product development.

(8) This section does not exempt the holder of a microbrewery license from the provisions of KRS Chapters 241 to 244, nor from any rules of the board as established by administrative regulations, nor from regulation by the board, except as expressly stated in this section. The provisions of this section shall not be deemed inconsistent with the provisions of KRS 244.602.

(9) Nothing in this section shall be construed to vitiate the policy of this Commonwealth, as set forth in KRS 244.167 and 244.602, supporting an orderly three (3) tier system for the production and sale of malt beverages.

§ 118.61 HOURS OF SALE.

(D) Class B Distiller's Retail Sales. Premises for which there had been granted a license for Class B Distiller's retail sales 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.

(E)~~[D]~~ Violations; Revocation or Suspension of Licenses. Any licensee for sales of alcoholic beverages by the drink or package who remains open for business at any time except the hours permitted under this section shall be deemed guilty of a misdemeanor and shall be punished in accordance with the provisions of this chapter and his license shall be subject to revocation or suspension within the discretion of the Alcoholic Beverage Control Administrator.

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 September, 2021 and the second reading on the 20th day of September, 2021. 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 20th day of September, 2021

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

CITY OF MADISONVILLE, KY
ORDINANCE O-2021-13

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

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

§96.01 PROPERTY TO BE ASSESSED AND TAX LEVIED ANNUALLY.

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

§96.02 EFFECT ON EXISTING ORDINANCES.

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

§96.03 ADOPTING HOPKINS COUNTY ASSESSMENT.

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

§96.04 ASSESSMENT DATE.

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

§96.05 DUE AND DELINQUENCY DATES.

(A) All taxes hereunder shall be due and payable on or before November 30, 2021 [~~2020].~~ A discount of two percent (2%) shall be allowed on each tax bill for general purposes, if paid on or before October 31, 2021 [~~2020]~~. Those tax bills remaining unpaid after November 30, 2021 [~~2020]~~ shall be declared "Delinquent" and shall bear interest at a rate of twelve percent (12%) per annum, until paid.

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

§96.06 TAX STATEMENT.

Each year the Finance Director of the City shall prepare and mail a tax statement to each taxpayer

at his last known address.

§96.07 FINANCE DIRECTOR TO COLLECT TAXES.

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

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

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

§96.08 AD VALOREM TAX RATES FOR 2021 ~~2020~~.

The ad valorem rates for 2021 [~~2020~~] shall be as follows:

(A) The tax rate for real estate shall be $.122 for each one hundred dollars ($100.00) of assessed valuation;

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

(C) The tax rate for all other tangible personal property shall be $.1657 [~~$.1559~~] for each one hundred dollars ($100.00) of assessed valuation; and

§96.09 USE OF REVENUE

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

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 7th day of September, 2021 and the second reading on the 20th day of September, 2021. 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 20th day of September, 2021

City of Madisonville, KY

ATTEST:

City of Madisonville, KY

CITY OF MADISONVILLE
RESOLUTION

RESOLUTION TO DECLARE LOTS AS SURPLUS PROPERTY

WHEREAS, the City of Madisonville owns the following lots:

- 214 Fawcett, Madisonville, Kentucky
- 220 Fawcett, Madisonville, Kentucky
- 133 Couch Street, Madisonville, Kentucky

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

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The lots at 214 Fawcett, 220 Fawcett and 133 Couch Street in Madisonville Kentucky is now declared as surplus property.

2. The City is authorized to advertise the lots for sale and dispose of the property by means according to KRS 82.083.

ADOPTED on this 20th day of September, 2021.

ATTEST:

THIS DEED OF CONVEYANCE made and entered into by and between **JANNA C. CAMPBELL**, single, and **TINA M. CAMPBELL**, single, 2417 Crestline Drive, Abilene, Texas 79602, hereinafter referred to as the "Grantors", and the **CITY OF MADISONVILLE, KENTUCKY**, a Kentucky municipal corporation, P. O. Box 705, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantees";

WITNESSETH: That for and in consideration of the desire of the Grantors to make a charitable contribution to the City of Madisonville of an approximate value of $6,000.00, the receipt and sufficiency of said consideration being hereby acknowledged, there being no cash consideration paid, the Grantors do hereby grant, bargain, transfer and convey unto the City of Madisonville, Kentucky, its successors and assigns, the following described real estate located at 214 Fawcett Street and 220 Fawcett Street, Madisonville, Hopkins County, Kentucky, more particularly bounded and described as follows:

> **TRACT I**: A certain lot or parcel of ground near the northern boundary of the City of Madisonville, Hopkins County, Kentucky, in what is known as Toombs and Faucett Addition to said City and is designated as Lot #3, in Block 3, on the plat of said Addition recorded in Deed Book 77, page 341 (Cabinet 1, Slide 9) of the Hopkins County Court Clerk's Office.
>
> **TRACT II**: A certain lot or parcel of ground in or near the northern part of the City of Madisonville, Hopkins County, Kentucky, in what is known as Toombs & Faucett Addition to said City, and id designated as Lot No. 4 in Block 3 (not III) on the plat of said Addition which is recorded in Deed Book 77, page 340 (Cabinet 1, Slide 9) of the Hopkins County Court Clerk's Office. Said Lot No. 4 begins at a stone to be planted in the south edge of Faucett Street, N.W. corner of Lot No. 5; and runs thence with line of Lot No. 5, South 149 feet to a 15 foot alley; thence west with said alley 50 feet to a stone, S.W. corner of Lot No. 3;

thence 149 feet to a stone in south edge of Faucett Street; thence with Faucett Street Eat 50 feet to the beginning.

Being the same real estate conveyed by Rickie Lane Miller, et al., to Walter R. Campbell by deed dated May 3, 2006, and of record in Deed Book 650, page 460. Walter R. Campbell died testate on January 12, 2010, and pursuant to the provisions of his Last Will and Testament of record in Will Book 64, page 95, he devised the above described property to his daughters, Janna C. Campbell and Tina M. Campbell, all instruments of record in the Hopkins County Court Clerk's Office.

TO HAVE AND TO HOLD the above described real property, together with all of the appurtenances thereunto belonging unto the Grantee, its successors and assigns forever, with Covenant of General Warranty of Title.

The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantee joins in the execution of this deed for the sole purpose of certifying the consideration pursuant to KRS Chapter 382.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the ____ day of August, 2021.

TAX BILL: Pursuant to KRS 382.135 the 2021 ad valorem property tax bill relating to the real estate herein conveyed will be paid by and should be mailed to the Grantees at the address set forth above.

GRANTORS:

Janna C. Campbell

Janna C. Campbell

Tina M Campbell

Tina M. Campbell

GRANTEES:

CITY OF MADISONVILLE, KENTUCKY

By: _____
Kevin Cotton, Mayor

STATE OF TEXAS)
) SCT.
COUNTY OF Taylor)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Janna C. Campbell and Tina M. Campbell, persons known to me or presenting sufficient evidence of their identification, on this the 26 day of August, 2021.

LISA D. JACKSON
Notary Public, State of Texas
Comm. Expires 01-15-2022
Notary ID 129666878

Notary Public, State at Large, TX
My commission expires: 01/15/2022

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Deed and Consideration Certificate was subscribed, sworn to and acknowledged before me by Kevin Cotton, who holds the offices of Mayor, for and on behalf of the City of Madisonville, Kentucky, persons known to me or presenting sufficient evidence of his identification, on this the 26th day of August, 2021.

Notary Public, State at Large, KY
My commission expires: 5/23/2024
Notary ID#: KYNP4999

Prepared by: Joe A. Evans III
FRYMIRE, EVANS, PEYTON,
TEAGUE & CARTWRIGHT, PLLC
P. O. Box 695
Madisonville, KY 42431
(270) 821-6165

Attorney at Law

JAE.mea.2021City.Deed.0818Campbell.COM.Deed

COMMISSIONER'S DEED

THIS DEED OF CONVEYANCE made and entered into by **City of Madisonville, Kentucky**, **James Perry Steele** and his wife, **Nathalie Willa Steele**, and **Hopkins County Kentucky**, parties of the first part, by Al Miller, Special Master Commissioner of the Hopkins Circuit Court, 428 North Second Street, Central City, KY, 42330, herein referred to as Grantor; and **City of Madisonville, Kentucky**, party of the second part, 67 North Main Street, Madisonville, KY 42431, herein referred to as Grantee. The in-care-of address to which the property tax bill may be sent is City of Madisonville, Kentucky, 67 North Main Street, Madisonville, KY 42431.

W I T N E S S E T H:

WHEREAS, in the action of City of Madisonville, Kentucky v. James Perry Steele et al., Defendant, Civil Action No. 21-CI-00159 pending in the Hopkins Circuit Court, an Order was entered by the Hopkins Circuit Court directing the Special Master Commissioner of said Court to sell at public auction to the highest bidder, the property hereinafter described; and

WHEREAS, the property described in this action and hereinbelow was sold in accordance with said Order on July 19, 2021, when City of Madisonville, Kentucky became the purchaser thereof for the purchase price of Two Thousand Dollars ($2,000.00); and

WHEREAS, the report of said sale was subsequently confirmed by the Hopkins Circuit Court and an Order was entered directing Al MIller, Special Master Commissioner, to execute a Deed of Conveyance to purchaser, all of which appears in

and may be referred to for greater certainty in the record and proceedings in said case; and

NOW THEREFORE, the parties of the first part, by Al Miller, Special Master Commissioner of the Hopkins Circuit Court, for and in consideration of the sum of TWO THOUSAND DOLLARS ($2,000.00) and by virtue of the power of law vested in him, hereby conveys unto the party of the second part, City of Madisonville, Kentucky, its successors and assigns, with such covenant of Warranty as he is authorized by the Judgment, Orders and proceedings in said case to make, and no further, all right, title and interest, legal and equitable of said parties to this action, in and to the following described real estate located at **133 Couch Street, Madisonville**, in Hopkins County, Kentucky, and more particularly bounded and described as follows:

> A certain piece or parcel of real estate situated in Hopkins County, Kentucky, upon the north side of Couch Street in the City of Madisonville, and more particularly bound and described as follows:
>
> Beginning at a stake in the north line of Couch Street, at the southwest corner of a lot owned by A.L. Higgins; thence north with the line of Higgins' lot 75 feet to Higgins' northwest corner in the line of 15 foot alley; thence west with line of said alley 50 feet to the northwest corner of other property owned by Rush Dozier; thence south with Dozier's line 75 feet to his corner in Couch Street; thence with Couch Street east 50 feet to the beginning.
>
> Being the same real estate conveyed by Bradley K. Locke, et al., to James Perry Steele and his wife, Nathalie Willa Steele, by deed dated August 25, 2016 and of record in Deed Book 749, page 507, Hopkins County Court Clerk's Office.
>
> **PVA Number: M-32-24-10**

We, Al Miller, Special Master Commissioner of the Hopkins Circuit Court, Grantor, and City of Madisonville, Kentucky, Grantee, do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration in the amount of $2,000.00 is the true, correct and full consideration paid for the property herein conveyed. We further certify our understanding that falsifications of the stated consideration or sales price of

the property is a Class D. felony, subject to one to five years imprisonment and fines up to $10,000.00.

IN TESTIMONY WHEREOF, the parties hereto have set their names, this the 15 day of September, 2021.

Grantor:

Al Miller
Special Master Commissioner
Hopkins Circuit Court on behalf of the
Grantors herein

Grantee:

By: _____
On behalf of: City of Madisonville, Kentucky

STATE OF KENTUCKY)

COUNTY OF MUHLENBERG)

The foregoing Commissioner's Deed was executed, acknowledged and sworn to before me by Al Miller, Special Master Commissioner of the Hopkins Circuit Court, GRANTOR, on this the 7th day of September, 2021.

Tracy Louise Stalker
NOTARY PUBLIC-STATE AT LARGE
My commission expires: 2-14-2024
Notary ID: KYNP1979

STATE OF KENTUCKY)

COUNTY OF HOPKINS)

The foregoing Commissioner's Deed was executed, acknowledged and sworn to before me by, Kevin Cotton Mayor on behalf of the City of Madisonville, Kentucky, GRANTEE, on this the 15th day of September, 2021.

NOTARY PUBLIC-STATE AT LARGE
My commission expires: 5/23/2024
Notary ID: KYNP4999

Executed by the Special Master Commissioner, examined, found correct and approved by the Court, and ordered to be certified for record, this the 13 day of September, 2021.

Hon. Chris Oglesby, Judge
Hopkins Circuit Court

STATE OF KENTUCKY
HOPKINS CIRCUIT COURT

I, Tanya M. Bowman, Clerk of the Hopkins Circuit Court, do hereby certify that this Deed from City of Madisonville, Kentucky by Al Miller, Special Master Commissioner of the Hopkins Circuit Court, to City of Madisonville, Kentucky, was on the 13 day of September 2021, executed by Al Miller, Special Master Commissioner, and was by him duly acknowledged to be his act and deed, the said Deed having been examined by the Court, was approved and confirmed and so endorsed by the Judge, and ordered to be transmitted, duly certified, to the Clerk of the Hopkins County Court for record, which is now done accordingly.

Given under my hand this the 13 day of September, 2021.

ATTEST:
Tanya Bowman
TANYA M. BOWMAN, CLERK
BY: Debbie Tyson, D.C.

Hopkins Circuit Court

STATE OF KENTUCKY
HOPKINS CIRCUIT COURT

I, Keenan Cloern, Clerk of the Hopkins Court, do hereby certify that the foregoing Deed from City of Madisonville, Kentucky by Al Miller, Special Master Commissioner of the Hopkins Circuit Court, to City of Madisonville, Kentucky was produced in my office on the _____ day of _____, 2021, certified as above for record, whereupon the same and the foregoing, and this certificate has been duly recorded in my office.

Given under my hand this the ____ day of _____, 2021.

ATTEST:

_____
KEENAN CLOERN, CLERK

BY:_____,D.C.

PREPARED BY:

_____
Al Miller
Special Master Commissioner
Hopkins Circuit Court
428 North Second Street
Central City, KY 42330
(270)754-5502

CITY OF MADISONVILLE
RESOLUTION

ACCEPT BID FOR GRAPPLE TRUCK

WHEREAS, the City of Madisonville advertised bids for a Grapple Truck to be opened on September 16, 2021 at 10:00 a.m.; and

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

Name	Bid Amount
Municipal Equipment	2020 Kenworth - $120,000.00 2022 M2 106 Freightliner $151,000.00
Best Equipment	Petersen $143,292.00 Petersen $158,471.91 Petersen $163,296.00

WHEREAS, Municipal Equipment was the lowest and best bid received and met all specifications that were required by the City of Madisonville.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to Municipal Equipment for the Grapple Truck in the amount of $120,000.00.

ADOPTED on this 20th day of September, 2021.

ATTEST:

Municipal Equipment, Inc.
6305 Shepherdsville Road
Louisville, KY 40228
(502) 962-9527
FAX: (502) 962-6499

QUOTE

Number: 910212JH
Date: 9-10-21
Page: 1

To:
City of Madisonville
Sanitation Department
900 McCoy Ave
Madisonville, KY 42431

Ship To:

Delivery	Sales Rep	FOB	Ship Via	Terms	Sales Tax	Excise Tax
IN-Stock	Jimmy Hoben	Madisonville, KY	BW	Net 15 Days	INCLUDED: NOT INCLUDED: XX	INCLUDED: NOT INCLUDED: XX

QTY	Description	Unit Price	Total Price
1	2020 Kenworth T370 ,PX9 PACCAR 300HP Engine, Allison 3500 RDS Transmission,13,200lb F/A 23,000lb R/A 18' 24 cu yard Body, Hot shift PTO, Barn Doors, Boom up Alarm, Oil Cooler with Pac-Mac KBF-20H-HJ Body		
	Delivered Price to Madisonville	$120,000.00	
	Note: This is a Rotation Truck Approximately 20,0000 Miles		

Jimmy Hoben
MUNICIPAL EQUIPMENT, INC.

ACCEPTED BY **DATE**

SUBTOTAL	
FREIGHT	
MISCELLANEOUS	
TAX	
BALANCE DUE	

KENWORTH

WORLDWIDE EQUIPMENT - LEXINGTON (W008)
945 NANDINO BLVD.
LEXINGTON, Kentucky 40511

Scott Pekar
Phone: 859-333-8602
Email: scott.pekar@thetruckpeople.com

MUNICIPAL EQUIPMENT INC
6305 SHEPHERDSVILLE RD
LOUISVILLE, Kentucky 40228
United States of America

Mark Clindaniel
Phone:
Email:

Vehicle Summary

Unit

Model:	T370 SERIES CONVENTIONAL
Type:	FULL TRUCK
Description 1:	2020 brush trucks
Description 2:	Hopkinsville Solid Waste Enterprises

Application

Intended Serv.:	Local pickup & delivery: Vehicles which
Commodity:	Other forest products.

Body

Type:	End dump.
Length (ft):	22
Height (ft):	12
Max Laden Weight (lbs):	4000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	120
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	13200
Rr Axle Load (lbs):	23000
G.C.W. (lbs):	36200
Road Conditions:	
Class A (Highway)	85
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	5
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	254
Overhang (in):	75
Fr Axle to BOC (in):	68
Cab to Axle (in):	186
Cab to EOF (in):	261
Overall Comb. Length (in):	369.9

Special Req.

U.S. Domestic registry, 50-state.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Date: December 13, 2019
Quote Number: [illegible]

KENWORTH

Std/ Opt	Description	Weight
Model		
O	**T370 SERIES CONVENTIONAL** Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches;Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floormat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	9,509
S	**T370 Class 7: medium-duty Conventional.**	0
O	**Dealer/Customer declines engine w/CARB Idle** Emissions Reduction Feature.	0
O	**Medium-duty 4x2 automatic.**	0
Engine & Equipment		
O	**PACCAR PX-9 300 2017 300@2000 285@2200 860@1300** Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09260 P14 75....Max Vehicle Speed in Top Gea N09440 P11 YES...Engine Protection Shtdwn N09460 P06 NO....Gear Down Protection N09300 P19 75....Max Cruise Control Speed N09720 P230 YES...Enable Hot Ambient Automatic N09500 P02 NO....Cruise Control Auto Resume N09520 P04 NO....Auto Engine Brake in Cruise N09480 P26 1400..Max PTO Speed N09580 P32 5.....Idle Shtdwn Time N09680 P33 NO....Idle Shtdwn Override N09560 P520 YES...Enable Idle Shutdown Park Br N09600 P233 YES...Enable Impending Shutdown Wa N09780 P47 80....High Ambient Temperature Thr N09740 P46 40....Low Ambient Temperature Thre N09200 N205 120...Standard Maximum Speed Limit N09620 P234 60....Timer For Impending Shutdown N09360 N203 252...Reserve Speed Function Reset N09640 P516 35....Engine Load Threshold N09400 N206 10....Maximum Active Distance (N20 N09420 N201 0.....Reserve Speed Limit Offset (N09760 P56 60....Intermediate Ambient Tempera N09380 N202 0.....Maximum Cycle Distance (N202 N09220 N207 0.....Expiration Distance (N207) N09540 N209 0.....Expiration Distance (N209)	564
S	**PremierSpec**	0
O	**Effective VSL Setting NA**	0

KENWORTH

Std/ Opt	Description	Weight
O	**Engine Idle Shutdown Timer Disabled**	0
O	**Enable EIST Ambient Temp Overrule**	0
O	**Eff EIST NA Expiration Miles** Use only with MX and Cummins engines	0
S	**Air compressor: Cummins 18.7 CFM For Cummins And** PACCAR PX engines.	0
S	**Air Cleaner: Dry-type firewall mounted w/filter** restriction indicator.	0
O	**Fan Hub: Horton On/Off for PX-9 or ISLG**	0
S	**Cooling module: 1000 square inches** T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0
O	**Exhaust:2017 EPA RH Under Cab DPF/SCR For PX-9 w/** Single Vertical RH Side of Cab Tailpipe.	215
O	**Tailpipe: 5 in. single 24 in. 45 degree curved.**	-2
O	**Fuel Filter:Fleetguard FS1003** Fuel/Water Separator for PX-9	0
O	**Run Aid:None** *For Fuel Filter	0
O	**Start Aid:12V Heat** *For Fuel Filter	1
O	**Block heater, PACCAR 750 watt 120V for PX-6** and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines .	2
S	**Alternator: PACCAR 160 amp, brush type**	0
O	**Batteries: 2 PACCAR GP31 threaded post (1000)** 2000 CCA starting.	4
O	**Mitsubishi 105P55 12V Starter with Cummins and PX** PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0
O	**Battery disconnect switches 2, mounted on** battery box.	2
O	**Multi-function engine connector for body builder** interface for Cummins.	0

Transmission & Clutch

O	**Transmission: Allison 3500RDS 6-speed** w/PTO drive gear. 5th Gen Controls. Limited to 860 lb.-ft. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	291
S	**Driveline: 3 Dana standard-duty; 2 centerbearing.** *Standard duty is 1710 series.	0
O	**Two bolted centerbearing crossmembers.**	19

KENWORTH

Std/ Opt	Description	Weight
	This option upgrades existing crossmembers. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	
O	**Torque converter included w/Allison** Transmission.	0
O	**Delete Allison Fuel Sense**	0
O	**J1939 Park Brake Auto Neutral**	0
O	**PTO interlock for parking brakes.**	2
O	**Rear transmission support springs for** transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0
Front Axle & Equipment		
O	**Dana Spicer E-1322IL Front Axle rated 13.2K** 3-1/2in. drop.	-15
S	**Front brakes included w/ front hub package.**	0
O	**Air Brake: 14,600 lb. package includes** Bendix 16-1/2 x5 brakes, cast drums, aluminum 10-bolt hub pilot Preset hubs, hubcaps, oil seals & automatic slack adjusters. For use w/ 22-1/2in. wheels.	0
O	**Front Springs: Taperleaf 13.2K w/ shock absorbers** for use on 2010+ chassis only.	80
S	**Single power steering gear: 13.2K for air brakes.**	0
Rear Axle & Equipment		
O	**Single Dana Spicer S23-172 single reduction axle,** single rear axle rated at 23K.	90
O	**Rear Axle Ratio - 4.78.**	0
S	**Single rear brakes included w/rear hub package.**	0
O	**23K air brake package includes 16-1/2x7 in.** brakes, cast drums, aluminum 10-bolt hub pilot Preset hubs, automatic slack adjusters and oil seals for use w/ 22.5 in. wheels.	0
S	**Spring Brake: 3030 long stroke single 3 in.** travel. Helps keep brakes in adjustment longer.	2
S	**Bendix 4S/4M anti-lock brake system.**	0
O	**Rear suspension: single Reyco 79KB multileaf 26K** with helper spring. Medium duty. Unladen Height: 10.8 in. Laden Height: 8.1 in. Not rear air disc brake compatible.	119
O	**Bolted rear suspension crossmembers for Reyco** 79KB. Replaces T3 standard.	41

KENWORTH

Std/ Opt	Description	Weight
Tires & Wheels		
O	**Front Tires: Goodyear Fuel Max RSA 11R22.5 16PR**	0
O	**Rear tires: Goodyear G182 RSD11R22.5 14PR** 42.1 in. diameter, all position. 19.6 in. SLR. Code is priced per pair of tires.	52
O	**Rear Tire Quantity: 4**	0
S	**Front Wheel: Accuride 51487 22.5x8.25 steel** Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 5-hand hole. Air disc brake compatible.	0
S	**Rear Wheel: Accuride 51487 22.5x8.25 steel** Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 5-hand hole. Air disc brake compatible. Code is priced per pair of wheels.	0
O	**Powder coat white steel wheel. Use in conjunction** with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
O	**Rear Wheel/Rim Quantity: 4**	0
Frame & Equipment		
O	**Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 337in.** to 416 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	584
S	**Bumper: Aerodynamic, Painted. Requires a** bumper setting code.	0
S	**40.9 in. Bumper setting. Requires a bumper code.**	0
O	**Removable Front Tow Hooks: 2.**	15
S	**Front mudflaps.**	0
O	**Custom Frame Layout: 3-4 chassis** CFL BBX: CFL BBX:Mount battery box RH railCFL BBX:starting 66" BOC (clear spaceCFL BBX:outside rail BOC to 66"), refCFL BBX:chassis # CFL C/M: CFL C/M:Mount first BOC crossmemberCFL C/M:about 48" from BOC. Need insideCFL C/M:rail clear from BOC to 35", refCFL C/M:cha CFL A/T: CFL A/T:Mount air tanks inside railsCFL A/T:starting 70" BOC, ref chassis#CFL A/T:245018 - 245020	0
O	**Battery box cantilever aluminum BOC with** fiberglass cover.	0
O	**Battery box location: RH Side.**	15

KENWORTH

Std/ Opt	Description	Weight
O	**T270/370 Non-polished 2010 or later DPF/SCR cover** with cab access step assembly, RH under. End plates will be painted standard black frame color.	0
O	**Five-piece bolted crossmember assembly with 12mm** frame fasteners, center and rear frame.	-32
O	**Bolted Rear Cab Support Crossmember.** Replaces T3 standard.	17
O	**Final end-of-frame cut-off dimension will be** modified to less than or equal to 65 inches.	0
O	**Customer will install structural end-of-frame** crossmember before vehicle is placed in service.	0
S	**Square end-of-frame w/o crossmember; non-towing.**	0

Fuel Tanks & Equip

O	**Fuel Tank: 56 US gallon 24.5in. aluminum under** replace.	-45
O	**Small round DEF tank. 11 gallons of** usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
S	**DEF to fuel fill ratio 2:1 or greater.**	0
S	**DEF tank location is LH.**	0
O	**Location: 56 gal fuel tank LH under cab**	0

Cab & Equipment

S	**Cab: Curved Glass Conventional.** Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection (excluding T3 series), short and open check diagnostics. Warning alarm will sound when lights are left on.	0
O	**Cab door bearing blocks, top & bottom.**	0
S	**Hood: Sloped aerodynamic hood includes** grill & separate bumper.	0
S	**Cab heater: W/integral defrosters & A/C 45,000** btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
S	**Adjustable telescoping tilt steering column.**	10
O	**5 sets of keys. Replaces standard 2 sets of keys.**	0

KENWORTH

Std/ Opt	Description	Weight
O	**Five spare switches: Wired to power.**	0
O	**Gauge: Oil Temperature Gauge Transmission.** The NavPlus HD unit includes a virtual transmission oil temperature gauge.	0
O	**KW Driver Information Center: Includes fuel** economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0
S	**Instrument package: Includes speedometer,** tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
S	**Cab interior: Pinnacle. Includes vinyl headliner** & cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	0
O	**Driver seat: Kenworth Air cushion Plus HB Mordura** Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	2
O	**Rider seat: 2 man bench Mordura.** Standard features include 34.5 in. wide 2-tone seat cushion w/ fixed base. Armrests are not available. Seat back is carpeted. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	61
O	**Kenworth Radio with AM/FM/WB/USB and Bluetooth**	4
O	**Under-dash center console: W/2 cup holders,** 1 ashtray, 1 lighter, 1 12V outlet & a storage compartment.	0
O	**Dome lamp over driver door.**	0
S	**Self cancelling turn signal: W/head light dimmer** switch .	0
S	**Cab access contoured grabhandles, LH/RH.**	0
O	**Grabhandle: LH inside door frame above dash.**	0
O	**Grabhandle: RH inside door frame above dash.**	2
S	**Daylite Door: LH/RH includes RH peeper window**	0
O	**Single Rectangular Air Horn 23 in. LH Top of Roof** Includes Air Horn Cover.	6
S	**Look-Down, Pass. Door, Stainless 8.5x4.4**	0

Date: December 14, 2018
Quote Number: QUO-459580-10P0L0

KENWORTH

Std/ Opt	Description	Weight
O	**Mirror: Dual Kenworth aerodynamic heated** motorized 7 in. x 13 in. mirror w/ chrome shell. LH/RH convex mirrors 5 in. x 7 in. heated. Mirror brackets set for 8 1/2 ft load width. Switch located on door pad.	26
S	**Manual LH & electric-powered RH door window.** Switch located on door.	0
O	**Two corner & one rear cab stationary windows** 17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	24
Lights & Instruments		
S	**Headlamps: Halogen Projector Low Beam, Halogen** Complex Reflector High Beam	0
O	**Marker Lights: Five, rectangular, LED**	0
S	**Turn Signal Lights: Mounted on fender**	0
S	**Combination Stop, Tail, Turn & Backup Lights RH** & LH.	0
O	**Daytime Running Lamps.**	0
O	**Reflectors: Two Midframe**	0
O	**Electric Backup Alarm: Meets SAE J994 & OSHA** requirements.	4
O	**Body Builder Lighting Harness Coiled End Of Frame** For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	0
O	**Circuit Breakers: Replacing fuses. Does not** apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	0
Air Equipment		
O	**Air dryer: Bendix AD-SP heated.** With 2010 engine installations the dryer is mounted under the hood.	0
Extended Warranty		
O	**Base Warranty - PACCAR PX-9 Engine** 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
S	**Base Warranty - Standard Service Medium Duty** 12 months / Unlimited miles & km	0
Miscellaneous		
O	**Local PDI then Ship to Spec. Address**	0
O	**GHG Secondary Manufacturer: Does Not Apply**	0

KENWORTH

Total Weight 11,684

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefor we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Municipal Equipment, Inc.
6305 Shepherdsville Road
Louisville, KY 40228
(502) 962-9527
FAX: (502) 962-6499

QUOTE

Number: 910211JH
Date: 9-10-21
Page: 1

To:
City of Madisonville Sanitation Department 900 McCoy Ave Madisonville, KY 42431

Ship To:

Delivery	Sales Rep	FOB	Ship Via	Terms	Sales Tax	Excise Tax
IN-Stock	Jimmy Hoben	Madi-sonville,KY	BW	Net 15 Days	INCLUDED: NOT INCLUDED: XX	INCLUDED: NOT INCLUDED: XX

QTY	Description	Unit Price	Total Price
1	2022 M2 106 Freightliner NE3526 Cummins L9 300HP, Allison 3500 RDS Transmission,12,000lb F/A 21,000lb R/A 18' 24 cu yard Body, Hot shift PTO, Barn Doors, Boom up Alarm, Oil Cooler, with Pac-Mac KBF-20H-HJ Body		
	Delivered Price to Madisonville	$151,000.00	

Jimmy Hoben
MUNICIPAL EQUIPMENT, INC.

ACCEPTED BY **DATE**

SUBTOTAL	
FREIGHT	
MISCELLANEOUS	
TAX	
BALANCE DUE	

Prepared for:
Mark Clindaniel
Municipal Equipment Inc
6305 Shepherdsville Rd
Louisville, KY 40228-1027
Phone: 502-962-9527

Knuckleboom Specs

Prepared by:
David Meiners
KENTUCKY TRUCK SALES, INC
1403 TRUCKER'S BLVD.
JEFFERSONVILLE, IN 47130
Phone: 812-283-7172

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
Data Version			
DRL-046	SPECPRO21 DATA RELEASE VER 046		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-222	2022 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		

Prepared for:
Mark Clindaniel
Municipal Equipment Inc
6305 Shepherdsville Rd
Louisville, KY 40228-1027
Phone: 502-962-9527

Knuckleboom Specs

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JEFFERSONVILLE, IN 47130
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	Data Code	Description	Weight Front	Weight Rear
N	A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 0.0 lbs		
Truck Service				
	AA3-039	CONTAINER BODY		
	A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
	AF3-147	MUNICIPAL EQUIPMENT		
	AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine				
	101-3EY	CUM L9 300 HP @ 2200 RPM, 2200 GOV RPM, 860 LB-FT @ 1200 RPM, REFUSE	640	30
Electronic Parameters				
	79A-072	72 MPH ROAD SPEED LIMIT		
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM		
	79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
	79P-009	PTO RPM WITH CRUISE SET SWITCH - 1200 RPM		
	79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
	79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
	79U-004	PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND		
	79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
	79W-001	ONE REMOTE PTO SPEED		
	79X-009	PTO SPEED 1 SETTING - 1200 RPM		
	80C-001	ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 2 MPH INCREMENT BETWEEN BRAKING LEVELS		
*	80P-998	NO FLEET SPEC FOR PARAMETERIZATION		
N	80G-002	PTO MINIMUM RPM - 700		
	80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment				
	99C-021	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
	99D-010	NO 2008 CARB EMISSION CERTIFICATION		
	13E-001	STANDARD OIL PAN		
	105-001	ENGINE MOUNTED OIL CHECK AND FILL		

Prepared for:
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1403 TRUCKER'S BLVD.
JEFFERSONVILLE, IN 47130
Phone: 812-283-7172

Data Code	Description	Weight Front	Weight Rear
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		

Prepared for:
Mark Clindaniel
Municipal Equipment Inc
6305 Shepherdsville Rd
Louisville, KY 40228-1027
Phone: 502-962-9527

Knuckleboom Specs

Prepared by:
David Meiners
KENTUCKY TRUCK SALES, INC
1403 TRUCKER'S BLVD.
JEFFERSONVILLE, IN 47130
Phone: 812-283-7172

Data Code	Description	Weight Front	Weight Rear
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-101	900 SQUARE INCH ALUMINUM RADIATOR	15	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

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Data Code	Description	Weight Front	Weight Rear
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-023	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		

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Data Code	Description	Weight Front	Weight Rear
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1C8	DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE		
421-556	5.56 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		

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	Data Code	Description	Weight Front	Weight Rear
Rear Suspension				
	622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
	621-001	SPRING SUSPENSION - NO AXLE SPACERS		
	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
	623-005	FORE/AFT CONTROL RODS		
Brake System				
	018-002	AIR BRAKE PACKAGE		
	490-100	WABCO 4S/4M ABS		
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	904-001	FIBER BRAID PARKING BRAKE HOSE		
	412-001	STANDARD BRAKE SYSTEM VALVES		
	46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	413-002	STD U.S. FRONT BRAKE VALVE		
	432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
	479-012	AIR DRYER MOUNTED UNDER HOOD		
*	460-001	STEEL AIR BRAKE RESERVOIRS		
		MOUNT AIR TANKS 70"BOC PER JHFD QUOTE 16 01261332 SAME AS HX7157 QUOTE 1608261527		
	607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
	477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections				
	335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
	32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame				
	545-645	6450MM (254 INCH) WHEELBASE		
	546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	390	150
	547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	210	420
	552-007	2450MM (96 INCH) REAR FRAME OVERHANG		
	55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-60	260
	AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 188.39 in		

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Data Code	Description	Weight Front	Weight Rear
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 185.39 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 389.41		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 153.67 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 176.09 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 188.45 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-004	POLISHED STAINLESS STEEL STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H4	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND 12 VOLT PREHEATER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		

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Data Code	Description	Weight Front	Weight Rear
Tires			
093-12C	HANKOOK AL21 11R22.5 14 PLY RADIAL FRONT TIRES	12	
094-2C6	HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES		60
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-693	ALCOA LVL ONE 88267X 22.5X8.25 10-HUB PILOT 5.80 INSET ALUMINUM DISC FRONT WHEELS	-56	
505-693	ALCOA LVL ONE 88267X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-112
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		

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Data Code	Description	Weight Front	Weight Rear
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-055	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
275-061	ELECTRIC HORN WARNING SYSTEM FOR PARK BRAKE NOT SET WITH DOOR OPEN AND ALL IGNITION KEY POSITIONS		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		

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Data Code	Description	Weight Front	Weight Rear
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-017	GRAY CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-017	GRAY CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		

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Data Code	Description	Weight Front	Weight Rear
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-043	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE AND NEUTRAL INTERLOCK	10	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
883-002	REAR SPRING LOADED HAND CONTROL BRAKE VALVE	2	

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Data Code	Description	Weight Front	Weight Rear
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-003	MARKER LIGHT/HEADLIGHT SWITCH WITH SEPARATE INTERRUPTER FOR CLEARANCE LIGHTS		
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY		
Raw Performance Data			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 185.39 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 188.45 in		
Sales Programs			
	NO SALES PROGRAMS HAVE BEEN SELECTED		

TOTAL VEHICLE SUMMARY

Quote

Petersen Industries, Inc.
4000 SR 60 W.
Lake Wales, FL. 33859
P: (863) 676-1493
F: (863) 676-6844

Quote No	Quote Date	Page
20211640	9/13/2021	1

Bill To
BEST EQUIPMENT COMPANY,
5550 POINDEXTER DRIVE
INDIANAPOLIS, IN
US

Ship to
City of Madisonville Public
900 McCoy Ave
Madisonville, KY 42431
US

END USER: City Of Madisonville

Customer No	Slspsn	Payment terms
1108	Bryce Otwell	Net 30

Loc	PPD/COL	Ship via	Ship Date
LW		DRIVE AWAY	A.S.A.P.

Delivery Date: 10 days after receipt of order

Qty Ordered	UOM	Item No

1.00 EA LOADER
AS CONFIGURED BELOW

Feature/Kit Components- LOADER

1.00 EA 0.TL3
MODEL TL3 BASE LOADER

1.00 EA 03.11SAI
HEAVY DUTY SWING MOTOR

1.00 EA 07.10SB60
STANDARD BUCKET 60"

1.00 EA 10.04 BUWL
BOOM-UP WARNING LIGHT/AUDIBLE ALARM

1.00 EA 12.36 HD
HD CONTROL BOX
THROTTLE ENGINE KILL & HORN

1.00 EA 12.02 TP
TANDEM PUMP IN LIEU OF SINGLE 18 GMP

1.00 EA 11.02 LBPIO
LOADER SINGLE COLOR

1.00 EA 8.0 DUMP BODY
AS CONFIGURED BELOW

Feature/Kit Components- 8.0 DUMP BODY

1.00 EA 8.28 1828-HDX
MODEL HDX-1828 HARDOX BODY
1/8" SIDES, 3/16" FLOOR

1.00 EA 8.38 NOTARP
NO TARP OPTION

1.00 EA 8.40 S-BD
STANDARD BARN DOORS FOR BODY

1.00 EA 8.47 WL-BW
WIRE LOOM FOR BODY WIRING

1.00 EA 10.09 LED
LED TYPE BODY LIGHTS, 15 EA.

1.00 EA 8.77ANSI
ANSI Z245 PACKAGE

1.00 EA 11.02B
BODY COLOR: BLACK

1.00 EA CHASSIS-OTHER
CHASSIS, FOR NEW LOADER
USED FREIGHTLINER
Model: M2106
Milleage: 13332
Engine Hours: 2191

Quote

Petersen Industries, Inc.
4000 SR 60 W.
Lake Wales, FL. 33859
P: (863) 676-1493
F: (863) 676-6844

Quote No	Quote Date	Page
20211640	9/13/2021	2

Bill To
BEST EQUIPMENT COMPANY,
5550 POINDEXTER DRIVE
INDIANAPOLIS, IN
US

Ship to
City of Madisonville Public
900 McCoy Ave
Madisonville, KY 42431
US

END USER: City Of Madisonville

Customer No	Slspsn	Payment terms
1108	Bryce Otwell	Net 30

Loc	PPD/COL	Ship via	Ship Date
LW		DRIVE AWAY	A.S.A.P.

Delivery Date: 10 days after receipt of order

Qty Ordered	UOM	Item No	Unit price	Disc	Extended price

Kenneth Powell / 502 269 1435

Signature

Date

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

Total Quote $143,292.00

Quote

Petersen Industries, Inc.
4000 SR 60 W.
Lake Wales, FL. 33859
P: (863) 676-1493
F: (863) 676-6844

Quote No	Quote Date	Page
20211623	9/9/2021	1

Bill To
BEST EQUIPMENT COMPANY,
5550 POINDEXTER DRIVE
INDIANAPOLIS, IN
US

Ship to
City of Madisonville Public
900 McCoy Ave
Madisonville, KY 42431
US

END USER: City of Madisonville

Customer No	Slspsn	Payment terms
1108	Bryce Otwell	Net 30

Loc	PPD/COL	Ship via	Ship Date
LW		DRIVE AWAY	A.S.A.P.

Delivery Date: 90 days after recipt of order

Qty Ordered	UOM	Item No
1.00	EA	LOADER AS CONFIGURED BELOW

Feature/Kit Components- LOADER

1.00	EA	0.TL3 MODEL TL3 BASE LOADER
1.00	EA	03.11SAI HEAVY DUTY SWING MOTOR
1.00	EA	01.23 PHJ PILOT HYDRAULIC JOYSTICKS FOR DUAL WALK THRU
1.00	EA	10.16 HDHI HDHI OUTRIGGER STROBE
1.00	EA	07.10SB60 STANDARD BUCKET 60"
1.00	EA	10.04 BUWL BOOM-UP WARNING LIGHT/AUDIBLE ALARM
1.00	EA	12.36 HD HD CONTROL BOX THROTTLE ENGINE KILL & HORN
1.00	EA	12.02 TP TANDEM PUMP IN LIEU OF SINGLE 18 GMP
1.00	EA	11.02 LBPIO LOADER SINGLE COLOR

1.00	EA	8.0 DUMP BODY AS CONFIGURED BELOW

Feature/Kit Components- 8.0 DUMP BODY

1.00	EA	8.11 1824-TBS MODEL TB-1824 TRASH BODY STANDARD 18FT X 24 CU. YD.
1.00	EA	8.38 EGPTLCD ELECTRIC GOAL POST TYPE LOAD COVERING DEVICE
1.00	EA	8.40 S-BD STANDARD BARN DOORS FOR BODY
1.00	EA	8.47 WL-BW WIRE LOOM FOR BODY WIRING
1.00	EA	10.09 LED LED TYPE BODY LIGHTS, 15 EA.
1.00	EA	8.77ANSI ANSI Z245 PACKAGE
1.00	EA	11.02B BODY COLOR: BLACK

Quote

Petersen Industries, Inc.
4000 SR 60 W.
Lake Wales, FL. 33859
P: (863) 676-1493
F: (863) 676-6844

Quote No	Quote Date	Page
20211623	9/9/2021	2

Bill To
BEST EQUIPMENT COMPANY,
5550 POINDEXTER DRIVE
INDIANAPOLIS, IN
US

Ship to
City of Madisonville Public
900 McCoy Ave
Madisonville, KY 42431
US

END USER: City of Madisonville

Customer No	Slspsn	Payment terms
1108	Bryce Otwell	Net 30

Loc	PPD/COL	Ship via	Ship Date
LW		DRIVE AWAY	A.S.A.P.

Delivery Date: 90 days after recipt of order

Qty Ordered	UOM	Item No
1.00	EA	CHASSIS-OTHER

CHASSIS, FOR NEW LOADER

Freightliner chassis 300hp 33,000 GVWR
pi orange loader with black body

Kenneth Powell / 502 269 1435

Signature

Date

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

Total Quote $158,471.91

Quote

Petersen Industries, Inc.
4000 SR 60 W.
Lake Wales, FL. 33859
P: (863) 676-1493
F: (863) 676-6844

Quote No	Quote Date	Page
20211627	9/9/2021	1

Bill To
BEST EQUIPMENT COMPANY,
5550 POINDEXTER DRIVE
INDIANAPOLIS, IN
US

Ship to
City of Madisonville Public
900 McCoy Ave
Madisonville, KY 42431
US

END USER: City of Madisonville

Customer No	Slspsn	Payment terms
1108	Bryce Otwell	Net 30

Loc	PPD/COL	Ship via	Ship Date
LW		DRIVE AWAY	A.S.A.P.

Delivery Date: 60 days after Order Recepit

Qty Ordered	UOM	Item No
1.00	EA	LOADER AS CONFIGURED BELOW

Feature/Kit Components- LOADER

1.00	EA	0.TL3 MODEL TL3 BASE LOADER
1.00	EA	03.11SAI HEAVY DUTY SWING MOTOR
1.00	EA	01.23 PHJ PILOT HYDRAULIC JOYSTICKS FOR DUAL WALK THRU
1.00	EA	10.16 HDHI HDHI OUTRIGGER STROBE
1.00	EA	07.10SB60 STANDARD BUCKET 60"
1.00	EA	10.04 BUWL BOOM-UP WARNING LIGHT/AUDIBLE ALARM
1.00	EA	12.36 HD HD CONTROL BOX THROTTLE ENGINE KILL & HORN
1.00	EA	12.02 TP TANDEM PUMP IN LIEU OF SINGLE 18 GMP
1.00	EA	11.02 LBPIO LOADER SINGLE COLOR

1.00	EA	8.0 DUMP BODY AS CONFIGURED BELOW

Feature/Kit Components- 8.0 DUMP BODY

1.00	EA	8.11 1824-TBS MODEL TB-1824 TRASH BODY STANDARD 18FT X 24 CU. YD.
1.00	EA	8.38 EGPTLCD ELECTRIC GOAL POST TYPE LOAD COVERING DEVICE
1.00	EA	8.40 S-BD STANDARD BARN DOORS FOR BODY
1.00	EA	8.47 WL-BW WIRE LOOM FOR BODY WIRING
1.00	EA	10.09 LED LED TYPE BODY LIGHTS, 15 EA.
1.00	EA	8.77ANSI ANSI Z245 PACKAGE
1.00	EA	11.02B BODY COLOR: BLACK

Quote

Petersen Industries, Inc.
4000 SR 60 W.
Lake Wales, FL. 33859
P: (863) 676-1493
F: (863) 676-6844

Quote No	Quote Date	Page
20211627	9/9/2021	2

Bill To
BEST EQUIPMENT COMPANY,
5550 POINDEXTER DRIVE
INDIANAPOLIS, IN
US

Ship to
City of Madisonville Public
900 McCoy Ave
Madisonville, KY 42431
US

END USER: City of Madisonville

Customer No	Slspsn	Payment terms
1108	Bryce Otwell	Net 30

Loc	PPD/COL	Ship via	Ship Date
LW		DRIVE AWAY	A.S.A.P.

Delivery Date: 60 days after Order Recepit

Qty Ordered	UOM	Item No	
1.00	EA	CHASSIS-OTHER	CHASSIS, FOR NEW LOADER Mack MD7 Cummins B6.7 300HP Allison 2500 RDS 660 LB-FB torque

Kenneth Powell / 502 269 1435

Signature

Date

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

Total Quote 163,296.00

CITY OF MADISONVILLE
RESOLUTION

ACCEPT BID FOR (2) 8 INCH PUMPS

WHEREAS, the City of Madisonville advertised bids for a (2) 8-inch pumps - (1) Noel Avenue Lift Station and (1) Eastside Lift Station to be opened on September 16, 2021 at 10:30 a.m.; and

WHEREAS, the City of Madisonville received one bid as follows:

Name	Noel Avenue	Eastside
Xylem	$62,009.33	$72,269.80

WHEREAS, Xylem was the only bid received and met all specifications that were required by the City of Madisonville.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to Xylem for waste water pump in the amount of $62,009.33 for the Noel Avenue Pump and $72,269.80 for the Eastside Pump.

ADOPTED on this 20th day of September, 2021.

ATTEST:

City of Madisonville, KY

Bid Opening Waste Water Pump

Date of Bid Opening: 9/16/2021

Time of Bid Opening: 10:30 am local time

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

Name	Noel Avenue	Eastside
Xylem	$62,009.33	$72,269.80

xylem

Xylem Water Solutions USA, Inc.
Flygt Products

9745 Hedden Road
Evansville, IN 47725
Tel 812/602-6800
Fax 812/402-6128

September 10, 2021

CITY OF MADISONVILLE WWTP
604 MCCOY AVE
MADISONVILLE KY 42431-2759

Quote # 2021-EVN-0030 Alternate 1, Version 2
Project Name: Madisonville
Job Name: Noel Ave

Pump

Qty	Part Number	Description
1	00323160500000	Flygt NP 3231, 63-680, 390 mm Intended for semi permanent wet installation, guiding claw included other installation components to be ordered individually Hard iron impeller and insert ring Drive Unit: 605 6 pole, 90 hp, 460 V, Std motor Cooling jacket for direct media cooling Insulated support bearing Power Cable 40ft. Material Shaft: AISI 431 Stainless steel Supervision FLS, leakage detector, in junction box FLS, leakage detector, in stator housing PT-100 in one stator winding PT-100 in lower bearing Pump memory
40	94 19 96	CABLE,SUBCAB S3X50+3X25/3+ S(4X0.5) 39MM

MAS 801

Qty	Part Number	Description
1	823 07 00	MONITOR,PUMP MAS800 CU
1	823 06 00	MONITOR,PUMP MAS800 BU
1	822 48 00	PANEL,OPERATOR 402 7"
1	14-40 41 08	TRANSFORMER,CURRENT 150:1

Total Price $ 58,357.33

Freight Charge $ 3,652.00

Total Price $ 62,009.33

FLYGT
a xylem brand

xylem

Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #:	2021-EVN-0030 Alternate 1, Version 2
Customer Name:	CITY OF MADISONVILLE WWTP
Job Name:	Noel Ave
Total Amount: (excluding freight)	$ 58,357.33

Signature: _____ Name: _____ (PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____

FLYGT
a xylem brand

xylem

Xylem Water Solutions USA, Inc.
Flygt Products

9745 Hedden Road
Evansville, IN 47725
Tel 812/602-6800
Fax 812/402-6128

September 15, 2021

CITY OF MADISONVILLE WWTP
604 MCCOY AVE
MADISONVILLE KY 42431-2759

Quote # 2021-EVN-0029 Alternate 1, Version 3
Project Name: Madisonville
Job Name: Eastside

Pump

Qty	Part Number	Description
1	003231ZZZZ0	Flygt NP 3231, 63-480, 360 mm
		Intended for semi permanent wet installation
		Hard Iron impeller
		Drive Unit: 705
		4 pole, 185 hp, 460 V, Std motor
		Cooling jacket for direct media cooling
		Standard connection housing
		Insulated support bearing
		Power Cables....40ft (X2)
		Sensor Cable ...40ft (X2)
		Material
		Shaft: AISI 431 Stainless steel
		Supervision
		FLS, leakage detector, in junction box
		FLS, leakage detector, in stator housing
		PT-100 in one stator winding
		PT-100 in lower bearing
		Pump memory

Total Price $ 69,024.80

Freight Charge $ 3,245.00

Total Price $ 72,269.80

Terms & Conditions
This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

FLYGT
a xylem brand

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.
Taxes: State, local and other applicable taxes are not included in this quotation.
Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Terms of Delivery: PP/Add Order Position
Validity: This Quote is valid for sixty (60) days.
Terms of Payment: 100% N60 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Sincerely,

Glenn Fischer
Sales Representative
Phone: 812/602-6800
Cell: 812/455-3474
glenn.fischer@xylem.com
Fax: 812/402-6128

FLYGT
a xylem brand

xylem

Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #:	2021-EVN-0029 Alternate 1, Version 3
Customer Name:	CITY OF MADISONVILLE WWTP
Job Name:	Eastside
Total Amount: (excluding freight)	$ 69,024.80

Signature: _____ Name: _____ (PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____

FLYGT
a xylem brand

CITY OF MADISONVILLE
RESOLUTION

ACCEPT THE OFFER TO SALE THE SURPLUS LOTS LOCATED AT WEST CENTER STREET, MADISONVILLE, KENTUCKY

WHEREAS, the City of Madisonville listed the lots on West Center Street, Madisonville Kentucky for sale with Dean Sheets of Heritage Home Real Estate for the price of $27,000.00; and

WHEREAS, Heritage Home Real Estate has received an offer to sell the property in the amount of $27,000.00 as shown on the contract attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts the offer of $27,000.00 and allows Mayor Kevin Cotton to sign the Uniform Sales and Purchase Contract and all necessary paperwork to sell the lots on West Center Street, Madisonville, Kentucky for the price of $27,000.00 to Joe & Shirley Thomas.

ADOPTED on this 20th day of September, 2021.

ATTEST:

MADISONVILLE-HOPKINS COUNTY BOARD OF REALTORS®
UNIFORM SALES & PURCHASE CONTRACT

(This is a legally binding contract. If not understood, seek competent advice.)

Hicklin Real Estate Melvin D. Hicklin	**Melvin Hicklin**	**September 14, 2021**
Board Member, Broker	Selling Agent	Date
Heritage Homes Dean Sheets	**Dean Sheets**	
Cooperating Board Member, Broker	Listing Agent	

1. TERMS AND CONDITIONS: Seller agrees to sell and Buyer agrees to buy property located at **W Center St, Madisonville, KY** recorded in Deed Book **690** Page No. **412** in the county of **Hopkins**, Kentucky, being in size **30 x 150 & 25 x 145** or _____ acres, more or less.

2. PROPERTY INCLUDED: The property purchased hereunder shall include the land, together with all improvements thereon, all appurtenant rights, privileges, easements that are now located on the real estate and used in connection therewith.

3. PRICE AND TERMS: The sum of Twenty Seven Thousand ($ 27,000) payable as follows: $ 27,000 cash including the deposit; balance, if any, of $ _____ to be financed by the Buyer on _____ loan plan.

If appraised value is less than sales price, buyers and sellers reserve the right to renegotiate or terminate contract and earnest money to be returned to the buyers.

Buyer agrees to apply for the above mentioned loan within three (3) business days from the date of acceptance of this contract and shall proceed with due diligence to obtain said loan. Should Buyer be unable to obtain a loan approval subject to title opinion on or before N/A this contract shall be null and void, and the earnest money shall be refunded, with both parties signing a release to this effect.

4. EARNEST MONEY: The Earnest Money in the amount of $ _____ shall be placed into an escrow account of _____. The earnest money deposit shall only be removed from the real estate broker's escrow account upon performance (closing), written agreement of the parties, a court order, or in accordance with KRS 324.111(4).

I, _____, hereby acknowledge receipt of earnest money in the amount of $ _____ which will be held in accordance with the terms herein.

5. PROPERTY TAXES: All taxes due and payable in the calendar year 2021 shall be prorated between buyer and seller from January 1 to date of deed; or _____

6. CLOSING: The date of Closing shall be 9-30-21, or before, if mutually agreeable to Buyer and Seller.

7. POSSESSION: Seller shall deliver possession to Buyer on 9-30-21, _____ ☐ AM ☐ PM, if mutually agreeable to Buyer and Seller. Until such time, Seller shall have the right of possession free of rent, but shall pay for all utilities used. If Seller cannot deliver possession on the agreed date, Seller agrees to pay an occupancy fee of $ _____ per day, the receipt of which will not constitute a waiver of and by the Buyer to seek such other and equitable remedies for Seller's failure to deliver possession.

8. TITLE: An unencumbered, marketable title to said property to be conveyed by deed of General Warranty, except recorded restrictions as to use and improvements, utility easements of record, and except applicable regulations imposed by the Planning and Zoning Commission, and except any mineral previously conveyed or reserved. Should title to the property prove defective and a remedy is not possible, or if the seller refuses to remedy the defect, the Seller is to pay the cost of the title opinion. The Seller and Buyer may enter into a written agreement as to details and time allowed for remedy of the defect at Seller's cost or the Buyer may choose to void the contract and have his earnest money deposit refunded.

Title to be taken in the name of Joe & Shirley Thomas
(Marital Status) _____ and the address to be shown on the deed as 555 Oak St Madisonville Ky 42431

		Date	Time			Date	Time
Buyer's Initials	x J.T.	9-14-21	4:55pm	**Buyer's Agent Initials**		9-14-21	4:55pm
Seller's Initials				**Seller's Agent Initials**			

Hicklin Real Estate, P.O. Box 446 Madisonville KY 42431
Melvin Hicklin
Phone: 2708361119 Fax:

W Center St

Property: W Center St, Madisonville, KY

9. DISCLOSURE FORMS: Buyer's initials acknowledges receipt of:
Seller Disclosure of Property Condition Form _____, Agency Disclosure Form _____, and Lead Based Paint Disclosure Form _____, or _____

10. SQUARE FOOTAGE: Buyer is advised that representations relating to square footage are approximate and are not warranted. The BUYER is advised to make an independent determination of the **total** square footage and **to satisfy themselves regarding the garage(s) capacity** prior to entering into this contract.

11. INTERNET SERVICES: Buyer is advised to independently seek information from service providers to satisfy him/herself regarding the type and quality of internet services available at the property prior to entering into this contract.

12. RISK OF LOSS OR DAMAGE: All risk of loss or damage to the Real Estate by fire, windstorm, or casualty, or other cause remains with the Seller until date of Closing. If the property is destroyed by any of the afore mentioned, this contract shall be null and void at the option of the Buyer and the earnest money returned to Buyer. Buyer is responsible for home owners insurance effective the date of closing.

13. MAINTENANCE: Until physical possession is delivered, Seller agrees to maintain any heating, cooling, plumbing, mechanical, electrical systems, and any appliances and equipment in normal operating condition capable of continued service, and to keep the roof water-tight and to maintain the grounds. Seller agrees that at the date of occupancy the Real Estate will be in the same condition as it is presently (except for normal wear and tear). Seller further warrants that there presently exists no latent defects known to the Seller which would materially impair the fitness of the Real Estate for the purpose of its intended use, except as set forth in the Seller Disclosure of Property Condition.

14. INSPECTIONS: Seller to provide utilities to property for inspections. Buyer shall be responsible for any damage to Real Estate or personal property of Seller by Buyer or Buyer's inspectors or contractors. Buyer may have inspections made at Buyer's expense to determine whether there are undisclosed material defects in the property, improvements, or personal property (if personal property is included), including presence of wood destroying organisms, and verification of the accuracy of all information contained in the Multiple Listing Service (MLS) and any other forms of advertising provided as a service of the Madisonville-Hopkins County Board of REALTORS®, Inc. Buyer shall notify Seller or Seller's agent in writing **within fifteen (15) days of the date of acceptance of Contract** of any such defects, presence of wood destroying organisms or MLS inaccuracies. If Buyer fails to give such notice within the time specified, Buyer shall be deemed to have accepted the property, improvements, and personal property in the condition as of the date of acceptance of contract. If Buyer gives such notice within the time specified, this Contract shall terminate, with the Earnest Money Deposit refunded to Buyer or Buyer's agent, UNLESS, **within five (5) days after receipt of Buyer's notice,** Seller and Buyer enter into a written agreement for remedy of the defect(s) described in the notice to the Seller. Buyer has the right to make a final inspection before settlement.

Seller, upon failure to enter into a written agreement with Buyer for the remedy of said defects, does hereby release any claim to the earnest money and authorizes return thereof to Buyer without notice pursuant to KRS 324.111(6).

WAIVER: Buyer's Initials waives all inspections of the Property and relies solely upon the Buyer's examinations of the Property and releases Seller and Brokers from any and all liability relating to any defect or deficiency affecting the Property. This release shall survive the closing. **Buyer's Initials** _____.

15. DEFAULT: (a) If Buyer fails to perform the agreements of this Contract, within the time set forth herein, Seller shall be entitled to all remedies available in law or in equity for Buyer's breach hereof. The Earnest Money set forth in Paragraph 4 shall not be considered liquidated damages, but rather shall be applied to reduce the damages sustained by Seller. (b) If Seller fails to perform any of the agreements of this Contract, all Earnest Money or other deposits made by Buyer shall be returned to Buyer in accordance with Paragraph 4 or the Buyer may bring suit against Seller for damages resulting from the breach of Contract or for specific performance. Buyer's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Buyer for Seller's breach thereof. Either party may demand specific performance of this agreement.

16. INDEMNITY: Buyer and Seller recognize that the Brokers and their respective agents and employees involved in the purchase/sale of the Real Estate are relying on all information provided herein and/or supplied by Seller or Seller's sources and/or supplied by Buyer or Buyer's sources in connection with the Real Estate. Buyer and Seller agree to indemnify and hold harmless the Brokers, their agents and employees, from any and all claims, demands, damages, lawsuits, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) arising out of any negligence, misrepresentation, intentional acts, or concealment of facts by Seller or Seller's sources and/or any negligence, misrepresentation, intentional acts, or concealment of facts by Buyer or Buyer's sources.

		Date	Time			Date	Time
Buyer's Initials		9-14-21	4:55pm	**Buyer's Agent Initials**		9-14-21	4:55pm
Seller's Initials				**Seller's Agent Initials**			

Property: W Center St, Madisonville, KY

17. ADDITIONAL TERMS AND CONDITIONS: (a) Where the context requires, the terms Seller and Buyer shall include the masculine as well as the feminine and the singular as well as the plural. (b) There are no agreements, promises, or understandings between the parties except as specifically set forth in this Contract. No alterations or changes shall be made to this Contract unless the same are in writing and signed or initialed by the parties hereto. (c) The provisions of this Contract shall survive the Closing and shall not merge in any Deed of conveyance herein. (d) This Contract shall be construed under the laws of the Commonwealth of Kentucky.

18. SPECIAL PROVISIONS AND/OR CONTINGENCIES: **Additional deed DB 684 PG 112**

ACCEPTANCE: This offer shall remain open for acceptance by the Seller, by his/her signature affixed hereto, at or prior to 9-16-21 ☐ AM ☒ PM on 9-16-21 500. If accepted within such time, this Contract shall be in full force and effect.

X Joe Thomas 9.14.21 4:50 pm

Buyer (signature) Date/Time Buyer (signature) Date/Time

SELLER'S ACCEPTANCE OF BUYER'S OFFER

The undersigned Seller has read and fully understands the foregoing and hereby accepts said offer and agrees to convey the real estate according to the above terms.

Seller (signature) Date/Time Seller (signature) Date/Time

SELLER'S ☐ REJECTION OF BUYER'S OFFER OR ☐ COUNTEROFFER
(check one)

The undersigned Seller rejects the above offer but counteroffers, accepting all terms of the Buyer's offer except the following: _____

ACCEPTANCE: This counter-offer shall remain open for acceptance by the Buyer, by his/her signature affixed hereto, at or prior to _____ ☐ AM ☐ PM on _____. If accepted within such time, this Contract shall be in full force and effect.

Seller (signature) Date/Time Seller (signature) Date/Time

BUYER'S ☐ ACCEPTANCE OR ☐ REJECTION OF SELLER'S COUNTEROFFER
(check one)

Buyer (signature) Date/Time Buyer (signature) Date/Time

qPublic.net™ Hopkins County, KY PVA

Summary

Parcel Number	M-32-7-19
Account Number	36825
Location Address	W CENTER 00000
Description	PARK (Note: Not to be used on legal documents)
Class	Exempt City
Tax District	04 Madisonville
2018 Rate Per Thousand	10.1410

View Map

Owner

Primary Owner
CITY OF MADISONVILLE
PO BOX 705
MADISONVILLE, KY 42431-

Land Characteristics

Condition	Good	Topography	Level
Plat Book/Page		Drainage	
Subdivision		Flood Hazard	
Lot		Zoning	Commercial
Block		Electric	Yes
Acres	0.08	Water	Yes
Front	25	Gas	Yes
Depth	145	Sewer	Yes
Lot Size	25X145	Road	2 Lane
Lot Sq Ft	3625	Sidewalks	Yes
Shape		Information Source	

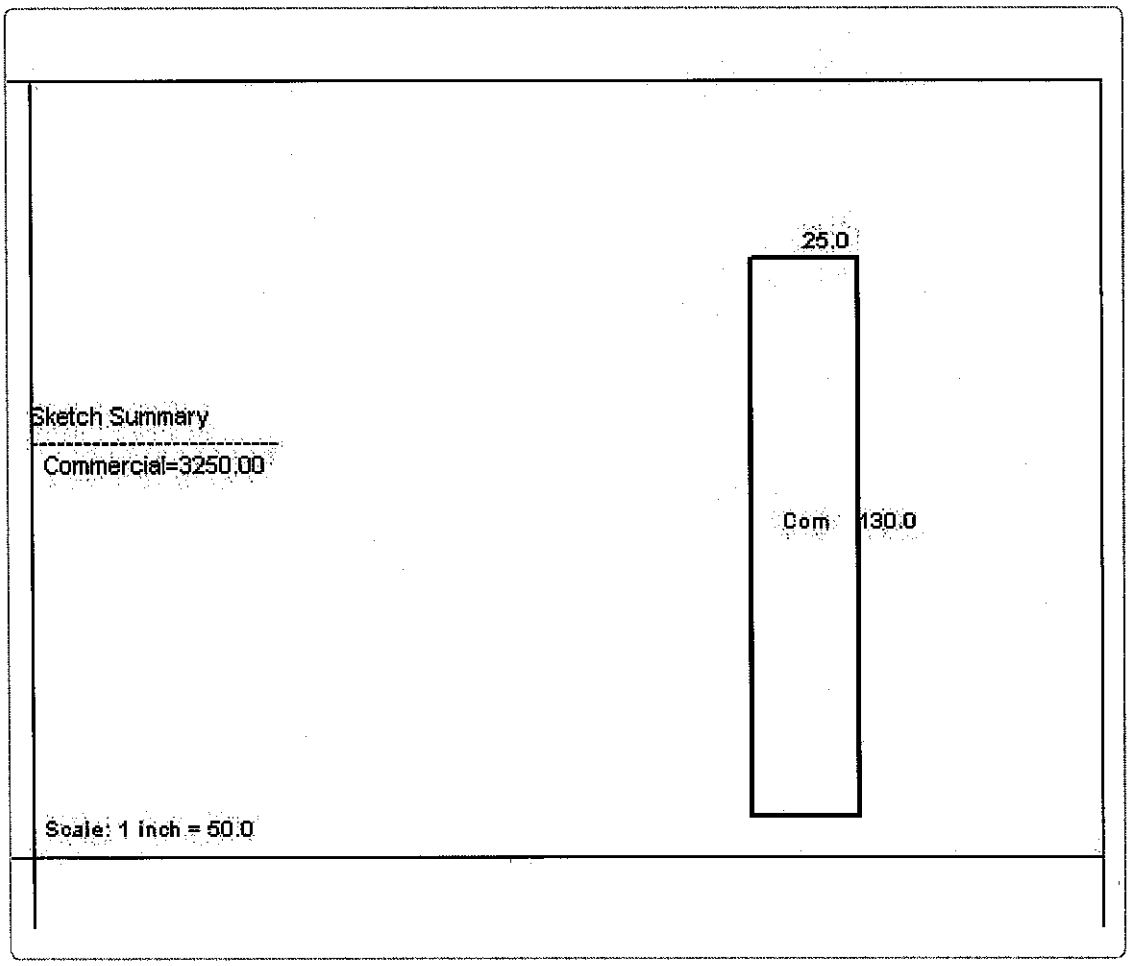
Valuation

	2021 Working	2020 Certified	2019 Certified	2018 Certified
+ Land Value	$12,000	$12,000	$12,000	$12,000
+ Improvement Value	$0	$0	$0	$0
+ Ag Improvement Value	$0	$0	$0	$0
= Total Taxable Value	$12,000	$12,000	$12,000	$12,000
- Exemption Value	$0	$0	$0	$0
= Net Taxable Value	$12,000	$12,000	$12,000	$12,000
+ Land FCV	$0	$0	$0	$0
+ Improvement FCV	$0	$0	$0	$0
+ Ag Improvement FCV	$0	$0	$0	$0
= Total FCV	$0	$0	$0	$0
Exemption				
Farm Acres	0.00	0.00	0.00	0.00
Fire Protection Acres	0.00	0.00	0.00	0.00

Improvement Information

Building Number	1	Kitchens	0
Description	PARK	Dining Rooms	0
Residence Type		Living Rooms	0
Comm Type		Family Rooms	0
Mobile Home Type		Bedrooms	0
Year Built	0	Full Baths	0
Effective Age	0	Half Baths	0
Ave. Wall Height	0	Other Rooms	0
Structure		Total Rooms	0
Number of Stories	2	Living Sq Ft	0
Exterior		Fireplaces/Water	0/1
Foundation		Supplemental Heat	
Construction Type		Mobile Home Model	
Construction Quality		Mobile Home Manufacturer	
Building Condition		MH Skirt Foundation	
Roof Type		Heat	Yes
Roof Cover		Heat Source	
Roof Pitch		Heat Type	
Basement Type		Air Conditioning	Yes
Basement Finish		AC/Type	
Basement Size		Special Improvements	No
Basement Sq Ft	0	Fire Alarm	No
Garage/Carport		Sprinklers	No
Garage Size		Porch/Deck	
Garage Type		Porch Sq Ft	0
Garage Exterior		Deck Sq Ft	0
Width	0	Concrete Sq Ft	0
Length	0	Farm Bldg Type	
Garage Sq Ft	0	Value	$0.00
Pool		Driveway	Paved/Asphalt
Pool Size	0	Fence	0
Tennis Courts			

Sketches



Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
8/5/2009	$0	Obligation Transfer	684-112	CITY OF MADISONVILLE	ROSECREEK PENTECOSTAL CHURCH
12/9/2003	$0	Close Relative Sale	624-683	ROSECREEK PENTECOSTAL CHURCH	GRACE DONALD RAY
9/1/1977	$20,000		392-397	GRACE DONALD RAY	DAY ROSCOE

BOOK 684 PAGE 112

THIS DEED OF CONVEYANCE made and entered into by and between **ROBERT RENSHAW** as sole trustee of the Rosecreek Pentecostal Church, 678 South Seminary Street, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantor", **and CITY OF MADISONVILLE, KENTUCKY**, P. O. Box 705, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantee";

WITNESSETH: On February 19, 2007, an Order was entered in Civil Action 04-CI-00975 styled "City of Madisonville, Kentucky v. Robert Renshaw as sole trustee of the Rosecreek Pentecostal Church finding that the property located at 25 West Center Street, Madisonville, Kentucky, hereinafter described, was in violation of the City of Madisonville Code of Ordinances and constituted a public nuisance, representing an immediate danger to the health and wellbeing of the community; and

WHEREAS, the Grantor herein is unable to bring the property into compliance with the Code of Ordinances and/or to abate said nuisance; and

WHEREAS, the Grantor has agreed to convey said real estate to the City of Madisonville in order to permit the City, its agents and employees, to enter upon the property for the purpose of demolishing the building and improvements situated thereon;

NOW, THEREFORE, for and in consideration of the premises, there being no cash consideration paid, the real estate herein conveyed being of nominal value only, the Grantor does hereby grant, bargain, transfer and convey unto the City of Madisonville, its successors and assigns, the following described real estate located at 25 West Center Street, Madisonville, Hopkins County, Kentucky, more particularly bounded and described as follows:

> A certain lot or parcel of ground, together with the store building thereon, and all improvements and appurtenances thereunto belonging, fronting-about twenty five (25) feet, more or less, on the North side of West Center Street, and between Main Street and the right of way of the L & N Railroad in Madisonville, Kentucky, and running back North between parallel lines 145 feet, more or less, said property lying east of and adjoining the property of J. D Whitsell, formerly referred to as the store house of Bishop & Company, and West of and adjoining the property of Dr. A. W. David, formerly referred to as the lot of Ada Lunsford Davis.
>
> This conveyance also includes all the rights of the parties of the first part in the brick wall between the building herein conveyed and the building of the aforesaid J. D. Whitsell conveyed to said J. P. Miles by the said J. D. Whitsell by a lease of record in Lease Book No. 15, at page 309, in said Clerk's Office, and by said J. P. Miles and Ruth Miles conveyed to parties of the second part in deed aforesaid. See also Deed Book 113, page 496, in said clerk's office. Also the rights of parties of the first part, herein and to the

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west wall of said Davis building heretofore granted by the said Dr. A. W. Davis by contract of February 27, 1920, and not recorded, and by the aforesaid deed of the said Dr. A. W. Davis to the said J. P. Miles dated August 18, 1923, of record in Deed Book 115, page 29, in the aforesaid Clerk's Office.

Being the same real estate conveyed by Donald R. Grace, single, to Robert Renshaw as sole trustee of the Rosecreek Pentecostal Church by deed dated December 9, 2003, and of record in Deed Book 624, page 683, Hopkins County Court Clerk's Office.

TO HAVE AND TO HOLD the above described real property, together with all of the appurtenances thereunto belonging unto the Grantee, its successors and assigns, with Covenant of General Warranty of Title.

The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantee joins in the execution of this deed for the purpose of certifying the consideration pursuant to KRS Chapter 382.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the 5TH day of August, 2009.

GRANTOR:

ROBERT RENSHAW AS SOLE TRUSTEE OF THE ROSECREEK PENTECOSTAL CHURCH

By: Robert Renshaw
Robert Renshaw

GRANTEE:

CITY OF MADISONVILLE, KENTUCKY

By: William M. Cox
William M. Cox, Jr., Mayor

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Deed and Consideration Certificate was executed, acknowledged and sworn to before me by Robert Renshaw as sole trustee of the Rosecreek Pentecostal Church, a person known to me or presenting sufficient evidence of his identification, on this the 5th day of August, 2009.

Sandra R Poe
Notary Public, State at Large, KY
My Commission Expires: 9-15-12

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STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Deed and Consideration Certificate was executed, acknowledged and sworn to before me by William M. Cox, Jr., who holds the office of Mayor of the City of Madisonville, a person known to me or presenting sufficient evidence of his identification, on this the 5 day of August, 2009.

Dina W. Munger
Notary Public, State at Large, KY
My Commission Expires: 8/15/2010

Prepared by: Joe A. Evans III
FRYMIRE, EVANS, PEYTON,
TEAGUE & CARTWRIGHT
P. O. Box 695
Madisonville, KY 42431

Attorney at Law

JAE.srp.Deeds.2009.0805Renshaw.com

2009009690
HOPKINS CO, KY FEE $17.00
PRESENTED / LODGED 08-06-2009 02:31 PM
RECORDED: 08-06-2009
DEVRA STECKLER
CLERK
BY DONALD ETHRIDGE
DEEDS INDEXING

BK: DEED 684
PG: 112-114

qPublic.net™ Hopkins County, KY PVA

Summary

Parcel Number	M-32-7-20
Account Number	36825
Location Address	W CENTER 00000
Description	PARK (Note: Not to be used on legal documents)
Class	Exempt City
Tax District	04 Madisonville
2018 Rate Per Thousand	10.1410

View Map

Owner

Primary Owner
CITY OF MADISONVILLE
PO BOX 705
MADISONVILLE, KY 42431-

Land Characteristics

Condition	Good	Topography	Level
Plat Book/Page		Drainage	
Subdivision		Flood Hazard	
Lot		Zoning	Commercial
Block		Electric	Yes
Acres	0.10	Water	Yes
Front	30	Gas	Yes
Depth	150	Sewer	Yes
Lot Size	30X150	Road	2 Lane
Lot Sq Ft	4500	Sidewalks	Yes
Shape		Information Source	

Valuation

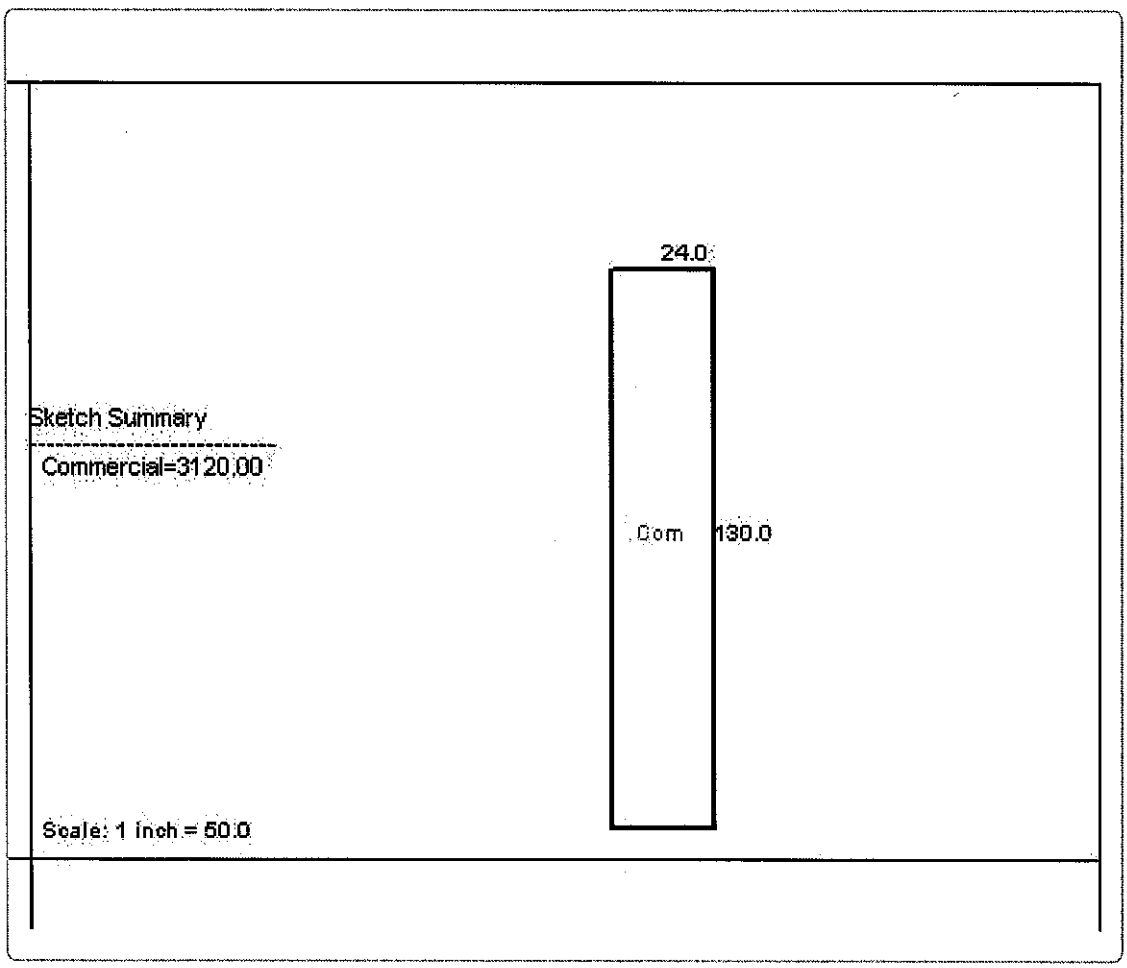
	2021 Working	2020 Certified	2019 Certified	2018 Certified
+ Land Value	$15,000	$15,000	$15,000	$15,000
+ Improvement Value	$0	$0	$0	$0
+ Ag Improvement Value	$0	$0	$0	$0
= Total Taxable Value	**$15,000**	**$15,000**	**$15,000**	**$15,000**
- Exemption Value	$0	$0	$0	$0
= Net Taxable Value	**$15,000**	**$15,000**	**$15,000**	**$15,000**
+ Land FCV	$0	$0	$0	$0
+ Improvement FCV	$0	$0	$0	$0
+ Ag Improvement FCV	$0	$0	$0	$0
= Total FCV	**$0**	**$0**	**$0**	**$0**
Exemption				
Farm Acres	0.00	0.00	0.00	0.00
Fire Protection Acres	0.00	0.00	0.00	0.00

Improvement Information

Building Number	1
Description	PARK
Residence Type	
Comm Type	Mercantile Store w/Apts or Off Abv
Mobile Home Type	
Year Built	0
Effective Age	0
Ave. Wall Height	0
Structure	2 Story
Number of Stories	2
Exterior	Stucco
Foundation	Brick/Stone
Construction Type	Wood Frame
Construction Quality	Average/Standard
Building Condition	Fair
Roof Type	Flat
Roof Cover	
Roof Pitch	Flat
Basement Type	None
Basement Finish	
Basement Size	
Basement Sq Ft	0
Garage/Carport	
Garage Size	
Garage Type	
Garage Exterior	
Width	0
Length	0
Garage Sq Ft	0
Pool	None
Pool Size	0
Tennis Courts	None

Kitchens	0
Dining Rooms	0
Living Rooms	0
Family Rooms	0
Bedrooms	0
Full Baths	0
Half Baths	0
Other Rooms	0
Total Rooms	0
Living/Office/Manuf Sq Ft	0/3,120/0
Fireplaces/Water	0/1
Supplemental Heat	
Mobile Home Model	
Mobile Home Manufacturer	
MH Skirt Foundation	
Heat	Yes
Heat Source	
Heat Type	Forced Air
Air Conditioning	Yes
AC/Type	Central
Special Improvements	No
Fire Alarm	No
Sprinklers	No
Porch/Deck	
Porch Sq Ft	0
Deck Sq Ft	0
Concrete Sq Ft	0
Farm Bldg Type	
Value	$0.00
Driveway	Paved/Asphalt
Fence	0

Sketches



Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
4/12/2010	$15,000	Obligation Transfer	690-412	CITY OF MADISONVILLE	MORRISON MICHAEL
6/1/1995	$36,000		540-060	MORRISON MICHAEL LYNN	PCA REALTY INC
6/1/1994	$36,000		540-060	PCA REALTY INC	

BOOK 690 PAGE 412

THIS DEED OF CONVEYANCE made and entered into by and between Michael L. Morrison and his wife, Sanya Morrison, 1014 Henely Circle, Carmel, Indiana 46032, hereinafter referred to as the "Grantors", and City of Madisonville, P. O. Box 705, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantee";

WITNESSETH: Michael L. Morrison is the record title owner of the real estate hereinafter described located at 29 West Center Street, Madisonville, Kentucky; and

WHEREAS, on February 19, 2007, a Summary Judgment was entered in Civil Action No. 04-CI-976 finding that the improvements situated upon said real estate were in violation of the City of Madisonville Code of Ordinances and constituted a public nuisance; and

WHEREAS, pursuant to said Judgment Michael L. Morrison was directed to abate said nuisance within fifteen (15) days of the entry of the Judgment; and

WHEREAS, Michael L. Morrison failed to abate said nuisance as directed and the City of Madisonville demolished the building situated upon said real estate at an approximately cost of $41,076.00; and

WHEREAS, the City of Madisonville has asserted a Nuisance Abatement Lien against said real estate; and

WHEREAS, the Grantors have agreed to convey their interest in said real estate to the City of Madisonville in order to avoid the City of Madisonville having to incur additional legal fees and costs associated with the sale of said real estate;

NOW, THEREFORE, in consideration of the agreement of the City of Madisonville to credit the value of the real estate herein conveyed against the nuisance abatement costs incurred by the City, there being no cash consideration paid, and the approximate fair market value of the real estate herein conveyed being $15,000.00, the sufficiency of said consideration being hereby acknowledged, the Grantors do hereby grant, bargain, transfer and convey unto the City of Madisonville, its successors and assigns, the following described real estate located in Madisonville, Hopkins County, Kentucky, more particularly bounded and described as follows:

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Two certain lots or parcels of ground in Madisonville, Kentucky, bounded and described as follows:

PARCEL I: A certain lot of ground on the north side of Main Cross Street, and beginning at the S.W. corner of a lot belonging to Absalom Ashby, formerly occupied by Fred Kerh on said street, running thence N. 145 feet to a stake; thence W. 25 feet to a stake; thence S. 145 feet to a stake on said street; thence E. with said street to the beginning.

PARCEL II: A certain lot of ground lying north of the above lot, and bounded and described as follows: Beginning at the S.W. corner of Lot 19 of the town of Madisonville, on the east side of the railroad, and running thence nearly south 25 feet to a stake; thence nearly east to the N.W. corner of the J. N. Kosure lot to a stake; thence nearly north 25 feet to a stake; thence nearly west to the beginning. A passageway ten feet in width is reserved from the west end of this lot to and from the lot on the east of this lot, which passageway it to be left open.

Being the same real estate conveyed by PCA Realty, Inc., to Michael L. Morrison by deed dated June 22, 1995, and of record in Deed Book 540, page 60, Hopkins County Court Clerk's Office.

TO HAVE AND TO HOLD the above described real property, together with all of the appurtenances thereunto belonging unto the Grantee, its successors and assigns forever, with Covenant of Special Warranty of Title.

The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantee joins in the execution of this deed for the sole purpose of certifying the consideration pursuant to KRS Chapter 382.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the 12th day of April, 2010.

TAX BILL: Pursuant to KRS 382.135 the 2010 ad valorem property tax bill relating to the real estate herein conveyed will be paid by and should be mailed c/o the Grantee at the address set forth above.

GRANTORS:

Michael L. Morrison

Sanya Morrison

GRANTEE:

CITY OF MADISONVILLE, KENTUCKY

By: _____
William M. Cox, Jr., Mayor

414 STATE OF INDIANA)
) SCT.
COUNTY OF MADISON)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Michael L. Morrison and his wife, Sanya Morrison, persons known to me or presenting sufficient evidence of their identification, on this the 30th day of March, 2010.

Theresa Price
Notary Public, State at Large, IN
My Commission Expires: 8-10-15

THERESA PRICE
Madison County
My Commission Expires
August 10, 2015

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing instrument was subscribed, sworn to and acknowledged before me by William M. Cox, Jr., Mayor for and on behalf of the City of Madisonville, Kentucky, persons known to me or presenting sufficient evidence of his identification, on this the 12 day of April, 2010.

Dina W. Munger
Notary Public, State at Large, KY
My Commission Expires: 8/15/2010

Prepared by: Joe A. Evans III
FRYMIRE, EVANS, PEYTON,
TEAGUE & CARTWRIGHT
P. O. Box 695
Madisonville, KY 42431-0695
270-821-6165

Attorney at Law

JAE.mea.2010City.Deed.0223Morrison.COMDeed

2010004325
HOPKINS CO, KY FEE $17.00
PRESENTED / LODGED: 04-13-2010 11:13 AM
RECORDED: 04-13-2010
DEVRA STECKLER
CLERK
BY: NICOLE COFFMAN
DEEDS INDEXING

BK: DEED 690
PG: 412-414

PROCLAMATION

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2021, marks the two hundred and thirty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America, designating September 17 through 23 as Constitution Week; and

NOW THEREFORE, BE IT RESOLVED, that I, Kevin Cotton, by virtue of the authority vested in me as Mayor of the City of Madisonville, Kentucky, do hereby proclaim September 17 through 23 as:

"Constitution Week"

and ask our citizens to reaffirm the ideals had by the Framers of the Constitution in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madisonville to be affixed this 7th day of September, 2021.

Kevin Cotton, Mayor