



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

January 17, 2017 at 4:30 PM

MINUTES

- 1. CALL TO ORDER BY MAYOR DAVID JACKSON**
- 2. PLEDGE OF ALLEGIANCE - MAYOR DAVID JACKSON**
- 3. INVOCATION BY PASTOR ROY ELLIS**
- 4. ROLL CALL**

Attendee Name	Title	Status	Arrived
Mark Lee	Ward 1	Present	
Barry McGaw	Ward 4	Present	
Frank Stevenson	Ward 5	Present	
Adam Townsend	Ward 3	Present	
Bobby Johnson	Ward 6	Present	
Tony Space	Ward 2	Present	
David W. Jackson	Mayor	Present	

- 5. APPROVAL OF MINUTES OF JANUARY 3, 2017**

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Adam Townsend, Ward 3
AYES: Lee, McGaw, Stevenson, Townsend, Johnson, Space

- 6. APPROVAL OF BILLS AND PAYROLL**

A. Bills & Payroll

RESULT: APPROVED [UNANIMOUS]
MOVER: Barry McGaw, Ward 4
SECONDER: Tony Space, Ward 2
AYES: Lee, McGaw, Stevenson, Townsend, Johnson, Space

- 7. DEPARTMENT REPORTS**

A. Code Enforcement Report

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

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

- B. Community Development Report - Motion for City Council to approve to file Deed Restriction at Mahr Park as required under the executed Memorandum of Agreement between City of Madisonville and Commonwealth of Kentucky, Department for Local Government as it relates to Mahr Park Trail, Phase 1

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mark Lee, Ward 1
SECONDER:	Barry McGaw, Ward 4
AYES:	Lee, McGaw, Stevenson, Townsend, Johnson, Space

- C. Fire Department December Report
D. Fire Department Year End Report
E. Zoning November Report
F. Zoning December Report
G. Zoning Year End Report

8. OLD BUSINESS

9. NEW BUSINESS

A. Resolutions

- A. RESOLUTION TO ACCEPT BID FOR YAA COMPLEX CONCESSION BUILDING RENOVATION

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barry McGaw, Ward 4
SECONDER:	Mark Lee, Ward 1
AYES:	Lee, McGaw, Stevenson, Townsend, Johnson, Space

- B. Bid Tabulation for YAA Complex Concession Building Renovation

10. PUBLIC SPEAKERS

1. Scott Rodgers spoke to City Council about Jobs
2. *Allen Davis spoke to City Council about City Sidewalks*

11. AWARDS & RECOGNITIONS

- A. Longevity Pins

12. ADJOURNMENT

- A. Motion to Adjourn

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Townsend, Ward 3
SECONDER:	Barry McGaw, Ward 4
AYES:	Lee, McGaw, Stevenson, Townsend, Johnson, Space

Approved on the January 17, 2017

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A handwritten signature in blue ink, appearing to read "David W. Jones", written over a horizontal line.

Mayor

A handwritten signature in blue ink, appearing to read "Kim Blue", written over a horizontal line.

Attest:

City Clerk

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

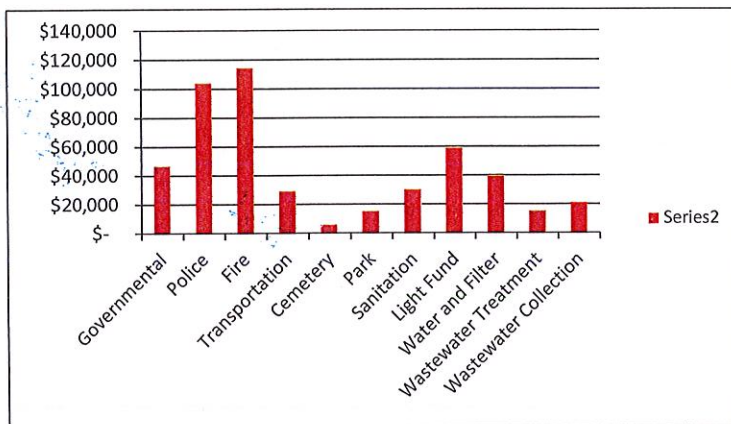
Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People

Bills and Payroll for Council Meeting 1/17/17

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 95,754.96
			\$ 86,937.94
		Total General Fund	\$ 182,692.90
190	9	Sanitation	\$ 71,288.89
		Total Sanitation	\$ 71,288.89
200	9	Electric/Utility Office	\$ 123,237.39
		Total Electric/Utility Office	\$ 123,237.39
210	8	Water and Filter	\$ 53,521.18
		Total Water Filter	\$ 53,521.18
	9	Waste Water Collection and Treatment	\$ 138,312.99
		Total Wastewater Collection and Treatment	\$ 138,312.99

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 46,856
100	2100	Police	\$ 104,148
100	2300	Fire	\$ 114,499
100	3300	Transportation	\$ 29,469
100	5000	Cemetery	\$ 5,900
100	7000	Park	\$ 15,286
190	3100	Sanitation	\$ 30,455
200	1000/4500	Light Fund	\$ 59,072
200	4700/4600	Water and Filter	\$ 39,522
200	2000	Wastewater Treatment	\$ 15,471
200	2001	Wastewater Collection	\$ 21,225
		Total Payroll	\$ 481,903



Number of Employees paid December 30, 2016
See next page

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	1/13/17	7	1	6
100	1200	ADMINISTRATION	1/13/17	8	7	1
100	1400	FINANCE	1/13/17	6	6	
100	1500	CITY CLERK	1/13/17	2	2	
100	1600	AIRPORT	1/13/17	2	2	
100	1700	ZONING	1/13/17	3	3	
100	1900	CITY ENGINEER	1/13/17	5	3	2
100	2100	POLICE DEPT-MADISONVILLE	1/13/17	46	46	
100	2150	POLICE FICA	1/13/17	8	2	6
100	2151	DISPATCH	1/13/17	9	8	1
100	2200	ALCOHOLIC BEVERAGE CONTROL	1/13/17	1		1
100	2300	FIRE DEPT-MADISONVILLE	1/13/17	59	59	
100	2350	FIRE FICA/NON HAZARDOUS	1/13/17	1	1	
100	3300	TRANSPORTATION DEPT	1/13/17	24	23	1
100	5000	CEMETERY DEPARTMENT	1/13/17	5	5	
100	7000	PARK DEPARTMENT	1/13/17	14	13	1
190	3100	SANITATION DEPARTMENT	1/13/17	23	23	
200	1000	UTILITY OFFICE	1/13/17	11	11	
200	4500	LIGHT DISTRIBUTION DEPT	1/13/17	22	22	
210	2000	WASTEWATER TREATMENT	1/13/17	9	9	
210	2001	WASTEWATER COLLECTION	1/13/17	16	16	
211	4600	FILTER DEPARTMENT	1/13/17	13	13	
211	4700	WATER DEPARTMENT	1/13/17	14	14	
		Totals		308	289	19

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

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CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	402.50	.00	.00	402.50
100	1400	FINANCE	356.50	.00	.00	356.50
100	1500	CITY CLERK	81.00	.00	.00	81.00
100	1700	ZONING	117.00	.00	.00	117.00
100	1800	HUMAN RESOURCES	.00	.00	.00	.00
100	1900	CITY ENGINEER	287.50	.00	.00	287.50
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	1,244.50	.00	.00	1,244.50
100	2100	POLICE DEPT-MADISO	3,991.50	144.50	.00	4,136.00
100	2150	POLICE FICA	243.50	2.50	.00	246.00
		Total Police	4,235.00	147.00	.00	4,382.00
100	2300	FIRE DEPT-MADISONV	5,467.75	1,768.00	95.25	7,331.00
100	2350	FIRE FICA/NON HAZA	72.25	.00	.00	72.25
		Total Fire	5,540.00	1,768.00	95.25	7,403.25
100	3300	TRANSPORTATION DEP	1,866.00	4.00	.00	1,870.00
		Total Transportati	1,866.00	4.00	.00	1,870.00
100	5000	CEMETERY DEPARTMEN	427.25	.00	.00	427.25
		Total Cemetery	427.25	.00	.00	427.25
100	7000	PARK DEPARTMENT	911.50	2.50	.00	914.00
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	911.50	2.50	.00	914.00
190	3100	SANITATION DEPARTM	1,733.75	14.50	.00	1,748.25
		Total Sanitation	1,733.75	14.50	.00	1,748.25
200	1000	UTILITY OFFICE	813.75	.00	.00	813.75
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,770.25	24.00	.00	1,794.25
		Total Utility Offi	2,584.00	24.00	.00	2,608.00
210	2000	WASTEWATER TREATME	697.25	.00	.00	697.25
210	2001	WASTEWATER COLLECT	1,229.75	17.75	.00	1,247.50
		Total Wastewater T	1,927.00	17.75	.00	1,944.75
211	4600	FILTER DEPARTMENT	1,077.50	34.50	.00	1,112.00
211	4700	WATER DEPARTMENT	1,151.75	2.00	.00	1,153.75
		Total Water	2,229.25	36.50	.00	2,265.75
		Grand Totals	22,698.25	2,014.25	95.25	24,807.75

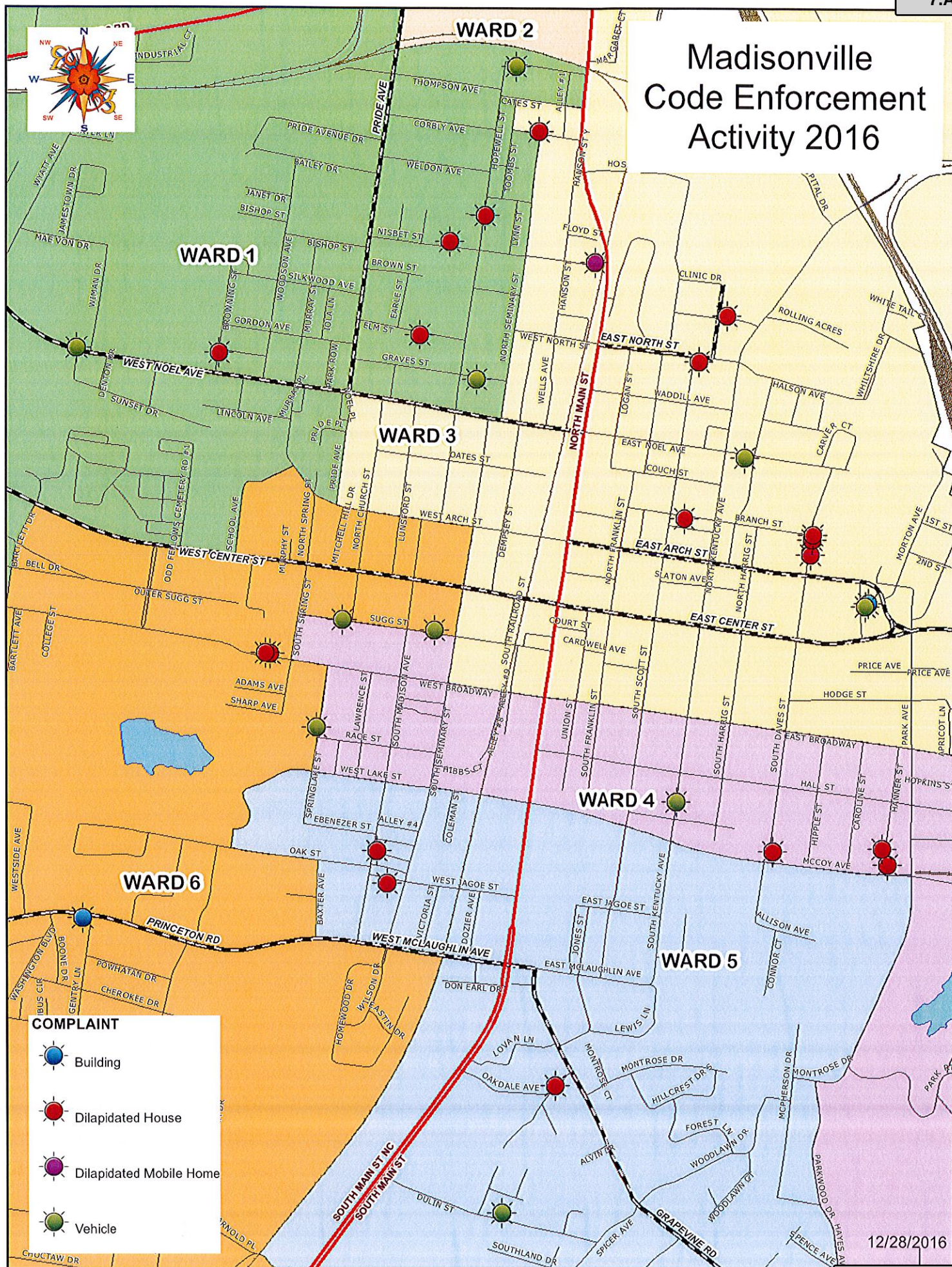
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CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	3,729.57	.00	.00	3,729.57
100	1200	ADMINISTRATION	15,812.70	.00	.00	15,812.70
100	1400	FINANCE	10,868.45	.00	.00	10,868.45
100	1500	CITY CLERK	2,776.65	.00	.00	2,776.65
100	1700	ZONING	5,413.47	.00	.00	5,413.47
100	1800	HUMAN RESOURCES	.00	.00	.00	.00
100	1900	CITY ENGINEER	7,005.36	.00	.00	7,005.36
100	2200	ALCOHOLIC BEVERAGE	1,250.08	.00	.00	1,250.08
		Total Government	46,856.28	.00	.00	46,856.28
100	2100	POLICE DEPT-MADISO	95,152.77	4,981.72	.00	100,134.49
100	2150	POLICE FICA	3,949.46	64.07	.00	4,013.53
		Total Police	99,102.23	5,045.79	.00	104,148.02
100	2300	FIRE DEPT-MADISONV	77,695.15	33,844.92	2,061.49	113,601.56
100	2350	FIRE FICA/NON HAZA	897.71	.00	.00	897.71
		Total Fire	78,592.86	33,844.92	2,061.49	114,499.27
100	3300	TRANSPORTATION DEP	29,364.02	105.12	.00	29,469.14
		Total Transportati	29,364.02	105.12	.00	29,469.14
100	5000	CEMETERY DEPARTMEN	5,899.93	.00	.00	5,899.93
		Total Cemetery	5,899.93	.00	.00	5,899.93
100	7000	PARK DEPARTMENT	15,240.85	44.91	.00	15,285.76
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	15,240.85	44.91	.00	15,285.76
190	3100	SANITATION DEPARTM	30,095.53	359.31	.00	30,454.84
		Total Sanitation	30,095.53	359.31	.00	30,454.84
200	1000	UTILITY OFFICE	12,960.74	.00	.00	12,960.74
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	45,029.69	1,081.25	.00	46,110.94
		Total Utility Offi	57,990.43	1,081.25	.00	59,071.68
210	2000	WASTEWATER TREATME	15,470.52	.00	.00	15,470.52
210	2001	WASTEWATER COLLECT	20,786.33	438.53	.00	21,224.86
		Total Wastewater T	36,256.85	438.53	.00	36,695.38
211	4600	FILTER DEPARTMENT	18,776.94	860.28	.00	19,637.22
211	4700	WATER DEPARTMENT	19,846.26	38.80	.00	19,885.06
		Total Water	38,623.20	899.08	.00	39,522.28
		Grand Totals	438,022.18	41,818.91	2,061.49	481,902.58

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

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CODE ENFORCEMENT REPORT 2016

DATE	ADDRESS	COMPLAINT	WARD	STATUS
1/6/2016	228 West Jagoe	Dilapidated House	5	City Remove 1
1/14/2016	Sugg Street	Vehicle	2	Owner Remove 1
2/3/2016	386 South Daves St	Dilapidated House	4	City Remove 1
3/16/2016	330 East Noel	Vehicle	3	City Remove 2
3/18/2016	456 North Scott	Dilapidated House	3	City Remove 1
3/18/2016	305 Dulin Street	Vehicle	5	Owner Remove 1
3/21/2016	518 South Madison	Dilapidated House & Garage	5	City Remove 2
3/24/2016	386 Hanner	Dilapidated House	4	City Remove 1
3/28/2016	3655 Hanner	Dilapidated House & Garage	4	City Remove 2
3/30/2016	311 Nisbet	Dilapidated House	1	City Remove 1
4/8/2016	241 Sugg St.	Vehicle	6	Owner Remove 1
4/11/2016	199 Fawcett	Dilapidated House	3	Owner Remove 1
5/27/2016	912 West Noel	Vehicle	1	Owner Remove 1
6/15/2016	Kentucky	Vehicle	4	Owner Remove 1
6/23/2016	334 Elm	Dilapidated House	1	City Remove 1

7/11/2016	309 Springlake	Vehicle	6	City Remove 2
7/12/2016	126, 146,&156 Dave	Dilapated Houses	3	Owner Remove 3
7/12/2016	730 Princeton on Road	Dilapated Building	6	Owner Remove 1
8/15/2016	303 Browning	Dilapidated House	1	Owner Remove 1
9/7/2016	236 Railroad	Vehicle	1	City Remove 2
9/20/2016	17 Nisbet	Camper	1	Owner Remove 1
10/1/2016	234 Graves	Vehicle	1	Owner Remove 1
10/21/2016	222 Branch	Dilapidated House	3	City Remove 1
10/21/2016	559 West Broadway	Dilapidated House	6	City Remove 1
10/21/2016	565 West Broadway	Dilapidated House	6	City Remove 1
11/22/2016	62 Badley	Dilapidated Garage, Vehicle	3	Owner Remove 2
11/29/2016	748 Hopewell	Dilapidated House	1	City Remove 1
11/30/2016	143 Oakdael	Dilapidated House	5	City Remove 1
12/2/2016	245 Givens	Dilapidated House	3	City Remove 1
12/14/2016	58-3 Cindy Ln	Vehicle	2	Owner Remove 1

Recreational Trails Program (RTP)

SEPARATE DEED RESTRICTION

This Declaration of Covenants and Restrictions (hereinafter “Declaration”), which shall be effective as of January 17, 2017, is made by and between the **CITY OF MADISONVILLE, KENTUCKY**, whose address is 67 North Main Street, Madisonville, Kentucky 42431, (hereinafter “Owner”) and the **OFFICE OF THE GOVERNOR, DEPARTMENT FOR LOCAL GOVERNMENT**, a government agency of the Commonwealth of Kentucky, 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601 (hereinafter “DLG”).

WITNESSETH:

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

1. Permitted use of Property. The property identified (“Property”) below must at all times be maintained as a public multi-use non-motorized recreational trail (“Trail”) pursuant to the terms of the Memorandum of Agreement between the City of Madisonville, Kentucky and the Commonwealth of Kentucky, Department for Local Government (“DLG”) and this Deed Restriction.

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

- a. Owner shall maintain the Trail in perpetuity to prevent undue deterioration of the facilities and to encourage public use.
- b. The Owner’s obligation to maintain shall require replacement, repair, and reconstruction by Owner whenever necessary to preserve the Trail in substantially the same structural condition and state of repairs as those indicated in the Baseline Documentation.
- c. Owner shall keep the Trail reasonably safe for public use
- d. Owner shall keep the Trail open for public use at reasonable hours and times of the year for perpetuity.

- e. Owner shall keep the Trail open for all persons regardless of race, color, sex, national origin, or disability.
- f. The Owner shall allow the Trail to be used solely for public recreational purposes. The Trail shall be used only for non-motorized passive recreation and designated for foot and horse travel, bicycle use, roller skating and skate boarding use and the like.
- g. The Owner shall only erect those structures or improvements which are conducive to the use of the Trail and/or the safety of the Trail users. Such structures may include but shall not be limited to signage, stairways, steps, bridges, paving and surfacing material, culverts, benches, picnic tables, restrooms, parking lots, trash receptacles, and signs or markings to inform the public of the Trail location or other features.
- h. The Owner shall not place, collect, or store trash, human waste, ashes, chemicals, hazardous or toxic substances or any other unsightly or offensive material within the Trail, except for trash receptacles provided for the use of Trail users.
- i. The Owner shall not make permanent substantial topographical changes within the Trail, including but not limited to filing, excavation, removal of topsoil, sand gravel, rocks or minerals without prior notice and approval from DLG;
- j. The Owner shall not participate in any unanticipated activity or use of the Property, which would impair significant use of the Trail unless such activity is necessary for the protection of the values that are the subject of this Deed Restriction.
- k. The Owner shall not change the use of the Trail without prior notice to and approval for the change of use from DLG. Before approval is granted DLG must find that the change does not conflict with any federal laws which may prohibit change of the use of the Trail.
- l. The Owner shall not conduct any archaeological exploration, artifact collection or recovery operation without prior notice to and approval by DLG. Any such investigation shall be conducted under the immediate supervision of a qualified professional archaeologist with training or experience that is acceptable to DLG and shall conform to the standards for archaeological work established by DLG or the National Park Service. If a permit is required, Owner must also obtain prior written approval from DLG. All archeological artifacts recovered from the Trail shall be curated at a facility approved by DLG. Should the facility charged with the curation of such artifacts cease to exist, or become, for any reason, unwilling to remain in possession of such artifacts or should DLG determine that such party is using such artifacts for purposes other than research, conservation, and display,

then possession shall become vested in DLG and Owner or its designee shall immediately surrender control over all such artifacts to DLG.

- m. The Owner shall not erect any signs or advertisements within the Trail except those designed to provide information to the public of the Trail location or other Trail features without prior notice to and approval by DLG.
- n. The Owner shall not permit any rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements or servitudes, to be constructed, developed, or maintained into, on, over, under, or across, the Trail without the prior notice to and approval by DLG.
- o. The Owner shall take all steps necessary, at its own cost, to enforce and preserve its property interest in the Trail to the extent necessary to comply with its obligations under the MOA and this Deed Restriction and to preserve DLG's rights under the same.

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

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

- a. Whenever notice is required, Owner shall notify DLG in writing not less than thirty (30) days prior to the date Owner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit DLG to make an informed judgment as to its consistency with the purpose of this Deed Restriction.
- b. Where DLG's approval is required, DLG shall grant or withhold its approval in writing within thirty (30) days of receipt of Owner's written request therefore. Failure of DLG to deliver a written response to the Owner within such thirty (30)

days shall be deemed to constitute approval by DLG of such request unless such act is contrary to any express restriction included herein. DLG's approval may be withheld only upon a reasonable determination by DLG that the action as proposed would be inconsistent with the purpose of this Deed Restriction.

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

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

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

8. Remedies:

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

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

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

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

- c. Emergency Enforcement. If DLG, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Trail, DLG may pursue any of its remedies available under this Deed Restriction without notice to Owner and without waiting for the period provided for cure to expire.
- d. Scope of Relief. DLG's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Deed Restriction.
- e. Cost of Enforcement. All reasonable costs incurred by DLG in enforcing the terms of this Deed Restriction against the Owner, including without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by the Owner without abatement, suspension, deferment or reduction; provided, however, that if Owner ultimately prevails in a judicial enforcement action each party shall bear its own costs.
- f. Lien. Owner expressly agrees that DLG shall have, is hereby granted, and shall be entitled to record a lien against the Owner's interest in the Trail for any unpaid damages or costs of enforcement if DLG so chooses. Any lien on the Trail created pursuant to this Deed Restriction may be confirmed by judgment and foreclosed by DLG in the same manner as a mechanic's lien except that no lien created pursuant to this Deed Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Trail.
- g. Forbearance. Forbearance by DLG to exercise any of its rights under this Deed Restriction in the event of any breach of any term of this Deed Restriction by Owner shall not be deemed or construed to be a waiver by DLG of such term or of any subsequent breach of the same or any other terms of this or of any of DLG's rights under this Deed Restriction. No delay or omission by DLG in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver.

- h. Waiver of Certain Defenses. DLG acknowledges that Owner has read this Deed Restriction, its terms and requirements, and Owner, in full knowledge of its provisions, hereby waives any defense of laches, estoppels, or prescription with respect to any enforcement action instituted by DLG.
- i. Acts Beyond Owner's Control. Nothing contained in this Deed Restriction shall be construed to entitle DLG to bring any action against Owner for any injury to or change in the Trail resulting from causes beyond Owner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate or mitigate significant injury to the Trail resulting from such causes. Notwithstanding the foregoing Paragraph, the Owner remains responsible for maintaining the Trail to the standard of the Baseline Documentation against wear and tear caused by public use.

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

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

10. Indemnification. Owner hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, the FHWA, DLG, and its agents, officers, employees, contractors, subcontractors, the Commonwealth of Kentucky, the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, losses, fines, costs, charges, demands, orders, judgments, administrative actions, and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against any one of the Indemnified Parties (unless due solely to the negligence of any of the Indemnified Parties while acting within the scope of their employment) by reason of any one or more of the following: (i) DLG's interest in the Trail or any part thereof, (ii) any accident, injury to or death of person or persons or loss of or damage to property occurring in, on or about the Trail or any part thereof; (iii) any use, disuse or condition of the Trail or any part thereof, (iv) the presence or release in, on, or about the Trail, at any time, of any substance now or hereafter

defined, listed or otherwise, classified pursuant to any law, ordinance, or regulation as hazardous, toxic, polluting or contaminating substance, (v) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and Kentucky Revised Statutes § 224.10-020, et seq., by any person in any way affecting, involving, or relating to the Trail and (vi) the obligations, covenants, representations, and warranties of Paragraphs 8, 11, 12, 13, and 14.

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

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

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

might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

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

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

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

15. Written Notice. Any notice which either Owner or DLG may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: (i) upon delivery if delivered by hand delivery or facsimile transmission, (ii) one (1) business day after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, with return receipt requested, and addressed as follows: if to Owner, the City of Madisonville, Kentucky, 67 North Main Street, P. O. Box 705, Madisonville, Kentucky 42431, and if to DLG, then to the Commonwealth of Kentucky, Department for Local Government, Attn: Jodie McDonald, 1024 Capital Center Dr., Suite 340, Frankfort, KY 40601. Each party may change its address set forth herein by a notice to such effect to the other party.

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

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

18. Proposed Sale of Any Portion of Trail. Owner shall promptly notify DLG in writing of any proposed sale of the Trail, notify DLG of the names and addresses of Owner's successor(s)

in interest, and provide the opportunity for DLG to explain the terms of the Deed Restriction to potential new owners or prior to sale closing. In any deed conveying an interest in all or part of Trail subject to the terms of this Deed Restriction, the Owner shall refer to this Deed Restriction and shall indicate that the Deed Restriction is binding upon all successors in interest to the Trail in perpetuity.

19. Runs with the Land. Except as provided in Paragraphs 8, 9, 22, 23, the obligations imposed by this Deed Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with all property which makes up the Trail. This Deed Restriction shall extend to and be binding upon Owner and DLG and all of each of their successors and assigns. The words "Owner" and "DLG" shall include all such persons. Anything contained herein to the contrary notwithstanding, an owner of any portion of the Trail shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Deed Restriction shall be inserted by Owner, verbatim or by express reference, in any subsequent deed or other legal instrument by which Owner divests itself of either the fee simple title or any lesser estate in the property making up the Trail or any part thereof, including by way of example and not limitation, a lease of all or a portion of the property making up the Trail.

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

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

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

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

- a. The interpretation and performance of this Deed Restriction shall be governed by the laws of the Commonwealth of Kentucky;
- b. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Trail shall not apply in the construction interpretation of this Deed Restriction and this instrument shall be interpreted broadly to affect its purpose and the transfer or rights and restriction on use herein contained;
- c. The parties intend to agree and bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.
- d. The invalidity or unenforceability of any provision of this Deed Restriction shall not affect the validity or enforceability of any other provision of this Deed Restriction or any ancillary or supplementary agreement relating to the subject matter hereof;
- e. Nothing contained herein shall be interpreted to authorize or permit Owner to violate any law regulation, ordinance, code or requirement relating to building materials, construction methods, interior mechanical systems (including, but not limited to, heating, air conditioning, plumbing, electrical, or gas), or use of the Trail. In the event of any conflict between any such ordinance or regulation and the terms hereof, Owner shall promptly notify DLG of such conflict and shall cooperate with DLG and the applicable governmental entity to accommodate the purpose of both this Deed Restriction and such ordinance or regulation.
- f. To the extent that Owner owns or is entitled to development rights which may exist now or at some time hereafter, whether by reason of applicable zoning or some other similar ordinance, such development rights shall not be exercisable on, above, or below the Trail during the term of the Deed Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner what would interfere with the purpose of the Deed Restriction.
- g. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation; and
- h. If circumstances arise under which an amendment to or modification of this Deed Restriction would be appropriate, Owner and DLG may by mutual written agreement jointly amend this Deed Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Deed Restriction or the

status of DLG under any applicable law. Any such amendment shall be consistent with the purpose of the Deed Restriction and shall not affect its perpetual duration. Any such amendment shall be recorded, at Owner's cost and obligation, in the land records of Hopkins County, Kentucky. Nothing in this paragraph shall require the Owner or DLG to agree to any amendment or bind them to negotiation.

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

CONSIDERATION CERTIFICATE OF GRANTOR

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

ACKNOWLEDGMENT OF CONDITIONS BY GRANTOR

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

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

GRANTOR

CITY OF MADISONVILLE, KENTUCKY

By: _____
Honorable David W. Jackson, Mayor

COMMONWEALTH OF KENTUCKY

COUNTY OF HOPKINS

The foregoing instrument was acknowledged before me by David W. Jackson, who holds the office of Mayor, for and on behalf of the City of Madisonville, Kentucky, a person known to me or presenting sufficient evidence of his identification, on this 17th day of January, 2017.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

DEPARTMENT FOR LOCAL GOVERNMENT

By: Sandra K. Dunahoo, Commissioner

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Sandra K. Dunahoo, Commissioner of Department for Local Government.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

Approved as to form and legality:

Counsel for the Department for Local Government

This instrument prepared by:



Joe A. Evans III
P. O. Box 695
Madisonville, KY 42431
Madisonville City Attorney

Schedule of Exhibits:

Exhibit C: Proof of Property Interest

Communication: Community Development Report - Motion for City Council to approve to file Deed Restriction at Mahr Park as required under

EXHIBIT C

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

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

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

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

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

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

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

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

Parcel #3: Beginning at a stake at the common corner of property formerly owned by Ernest Cates, Jessie Mangum and F. P. Strother (now owned by Otto Corum) and running thence S. 88° 00' E. 1700 feet, more or less, to a stake in the Northeast corner of the former Strother tract in the South line of Eris Buchanan; thence with the West line of Dr. Mahr's 106.31 acre tract S. 25° 00' W. 1220 feet to a stake; thence continuing with said line of Dr. Mahr's tract and also with a line of Dr. Mahr's 57.80 acre tract S. 65° 00' W. 1420 feet to a stake at the Southeast corner of property formerly owned by Ernest Cates said point being a former common corner with F. P. Strother and Charles Pool; and now a corner of Dr. Mahr's 57.80 acre tract; running thence with the South line of the former Ernest Cates tract in a westerly direction 220 feet, more or less, to a point 100 feet from the high water mark of Lake Peewee; running thence with the meanders of Lake Peewee, generally Northeast and at a distance 100 feet from said high water mark, to a stake or point in the west line of the former F. P. Strother's 53.8 acre tract; running thence with the west line of the said former Strother tract N. 2° 30' E. 1525 feet, more or less, to the point of beginning, containing 16 acres, more or less.

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

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

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

All of the minerals underlying said real estate are excepted.

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

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

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

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

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

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

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

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

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

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

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

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

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

Tract #1: Beginning at a stake in the West right of way line of an access road, same being the Southeast corner of the property optioned from Glema Mahr by W. R. Jernigan and running thence with the option S 63° 00' W 207.00 feet to a stake in said line; thence S 15° 10' E 184.00 feet to a stake; thence N 82° 04' E 206.00 feet to a stake in the West right of way line of the access road; thence with the west line of said road N 14° 12' W 141.00 feet to a stake in said right of way; thence N 16° 35' W 109.00 feet to the point of beginning, containing 1.00 acre.

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

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

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

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

All minerals are reserved and excepted from this conveyance.

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

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

a point; thence S 86° 53' W 162.87 feet to a point in Buchanan's East line; thence with Buchanan's east line N 2° 51' E 150.00 feet to the point of beginning.

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

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

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

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

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

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

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

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

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

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

The above tract contains 1.91 acres.

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

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

Exception #8: Beginning at an iron pin where the South property line of Lot Number 44 in the Comer Hills Subdivision intersects the West right of way line of Brett Drive; thence along the West right of way line of Brett Drive S 0° 20' W, 153.53 feet to an iron pin; thence along the same S 2° 30' W, 253.33 feet to an iron pin; thence along the same S 19° 52' W, 86.74 feet to an iron pin; thence along the same S 7° 00' W, 25 feet to a point in the south line of this tract; thence along the same S 87° 53' W 148.79 feet to an iron pin; thence N 7° 05' E, 150.0 feet to an iron pin; thence N 2° 04' E, 362.2 feet to an iron pin in the South property line of Lot Number 44; thence along the south property line of Lot Number 44 N 87° 04' E, 161.82 feet to the point of beginning. The above tract of land containing 1.91 acres.

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

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

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

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

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

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

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

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

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

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

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

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

Exception #11: Being all of a .50 acre lot located in the City of Madisonville, Kentucky, as reflected upon a minor Subdivision Plat for Donald L. Fletcher, which is of record in Cabinet #1 on Slide #359, in the Office of the Clerk of the Hopkins County Court, to which plat reference is made for a more particular description of same.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Madisonville Fire Dept.

Madisonville, KY



7.C

Incident Statistics

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		105	
FIRE		48	
TOTAL		153	
TOTAL TRANSPORTS			
APPARATUS	# of APPARATUS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT
TOTAL			
Fire Loss for Month		LOSSES YTD	
\$15,750.00		\$448,700.00	
CO CHECKS			
746 - Carbon monoxide detector activation, no CO		1	
TOTAL		1	
MUTUAL AID			
Aid Type		Total	
Aid Given		1	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
23		15.03	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:04:20	0:03:52	
Station #2	0:03:46	0:03:50	
Station #3	0:04:21	0:05:05	
Station #4	0:04:08	0:04:00	
AVERAGE FOR ALL CALLS		0:04:10	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:01:12	0:01:00	
Station #2	0:01:02	0:01:07	
Station #3	0:01:19	0:01:39	
Station #4	0:00:25	0:01:00	
AVERAGE FOR ALL CALLS		0:01:10	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Madisonville Fire Dept.		28:14	

Communication: Fire Department December Report (Department Reports)

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition \Treated, Transported, or Deceased

Madisonville Fire Dept.

Madisonville, KY

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Incident Count per Primary Action Taken for Date Range

Start Date: 12/01/2016 | End Date: 12/31/2016

ACTION TAKEN	# INCIDENTS	PERCENTAGE
10 - Fire control or extinguishment, other	6	3.92%
30 - Emergency medical services, other	64	41.83%
31 - Provide first aid & check for injuries	10	6.54%
32 - Provide basic life support (BLS)	21	13.73%
43 - Hazardous materials spill control and confinement	2	1.31%
55 - Establish safe area	2	1.31%
63 - Restore fire alarm system	4	2.61%
70 - Assistance, other	4	2.61%
73 - Provide manpower	3	1.96%
78 - Control traffic	1	0.65%
80 - Information, investigation & enforcement, other	2	1.31%
86 - Investigate	30	19.61%
87 - Investigate fire out on arrival	2	1.31%
92 - Standby	1	0.65%
93 - Cancelled en route	1	0.65%

TOTAL: 153

Calculates the number of incidents for the PRIMARY ACTION TAKEN valued provided on Basic Info 5 of an incident. For summation of ALL ACTIONS TAKEN, click SEARCH from the main Reports module page, and enter DocID 668. Only REVIEWED incidents included.

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Madisonville Fire Dept.

Madisonville, KY

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Code Hours Summary per Training Code For Date Range

Training Code(s): All Training Codes | Start Date: 12/01/2016 | End Date: 12/31/2016

Total Training Hours By Code		
Total Hours for Training Code: Administration & Organization A0000		101:30
Total Hours for Training Code: Aerial Operations Training HH0000		48:00
Total Hours for Training Code: Building Construction Training V0000		32:30
Total Hours for Training Code: Communications C0000		4:00
Total Hours for Training Code: CPR/AED Training P0001		15:00
Total Hours for Training Code: Drivers Training(General) CC0000		80:00
Total Hours for Training Code: Emergency Disaster Training X0000		8:00
Total Hours for Training Code: Extinguishers E0000		101:30
Total Hours for Training Code: Fire Behavior D0000		10:30
Total Hours for Training Code: Fire Control M0000		94:15
Total Hours for Training Code: Fire Investigation Y0000		163:00
Total Hours for Training Code: Fire Protection Systems S0000		142:30
Total Hours for Training Code: First Aid P0021		41:30
Total Hours for Training Code: Forcible Entry G0000		121:00
Total Hours for Training Code: Hazardous Materials Awareness Level Course T0001		4:00
Total Hours for Training Code: Ladders J0000		173:00
Total Hours for Training Code: Loss Control N0000		89:30
Total Hours for Training Code: Methodology Bridge / Refresher Training BB0003		64:00
Total Hours for Training Code: Personal Protective Equipment F0000		117:30
Total Hours for Training Code: Rescue Training Q0000		3:00
Total Hours for Training Code: Ropes I0000		1:30
Totals for all selected Training Codes 12/1/2016 - 12/31/2016	60 personnel	1415:45

Communication: Fire Department December Report (Department Reports)

Displays the total training hours per for each of the selected Training Codes. NOTE that this report only applies to accounts that are set to Track Hours by Training Code.

FIRE PREVENTION MONTHLY REPORT

December 2016

INSPECTIONS/REINSPECTIONS	14
DEFICIENCIES	5
CORRECTIONS	6
PREVENTION OFFICER PRESENTATIONS	0
HAZARDOUS STRUCTURES INVESTIGATED	0
BURN PERMITS ISSUED	4
FIRE EXTINGUISHER CLASSES	4
KNOX BOX DETAILS	2
KNOX F.D.C. DETAILS	0
NOTICES	0
MISCELLANEOUS DETAILS	2
FIRE RUNS	3
MEDIA PRESENTATIONS	0
POST-RESPONSE FOLLOW-UP	0

Kids Challenge Impact YTD	1400
Adults Trained	0
Kids Trained	
Total Trained	0
SMOKE ALARM GIVE A WAY	5

Madisonville Fire Dept.

Madisonville, KY

This report was generated on 1/9/2017 9:06:46 AM



Events per Category for Date Range (Landscape)

Start Date: 12/01/2016 | End Date: 12/31/2016

CATEGORY	DATE	EVENT TYPE	EVENT	LOCATION	HOURS	NARRATIVE
Fire Prevention						
	12/01/2016	Pre Plans	First Baptist Church Return to Bethlehem		1	
	12/02/2016	Public Safety/Education	Return To Bethlehem	First Baptist Church	0.5	
Public Relations						
	12/03/2016	Parade	Christmas Parade	Trover Tower to McCoy Ave	2	
	12/03/2016	Public Safety/Education	Ice skating (Provide EMS)	M.P.D. parking lot	6	
	12/06/2016	Public Relations Event	Career Day @HCCHS	HCCHS	4	
	12/10/2016	Public Relations Event	Toys For Tots	M. Tech building	4	
	12/15/2016	Public Relations Event	Cookies and Milk	Parkway Plaza Mall	1	
	12/17/2016	Public Relations Event	911 Hero's Grant presentation	Brothers BBQ	1	
	12/17/2016	Public Relations Event	Station Tour	Station 1	1	
	12/21/2016	Public Relations Event	Huck's Christmas Shopping	Huck's Island Ford Rd.	0.5	Did a truck walk around and send off for kids Christmas shopping spree with Huck's.
	12/21/2016	Presentation	Christmas gifts to the VA	VA in Hanson Axe of Kindness	2	Dropped off Christmas gifts for C. Hatler at the VA for Axe of Kindness.
	12/23/2016	Public Relations Event	Delivering Food to the Oaks	Oaks Personal Care Home, Givens St.	1	Engine-4 crew went to McDonald's (N. Main St.) and picked up food and delivered it to the Oaks Personal Care Home.

Includes Locked / Authorized Events.

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Page # 1

Communication: Fire Department December Report (Department Reports)

CATEGORY	DATE	EVENT TYPE	EVENT	LOCATION	HOURS	NARRATIVE
Public Relations / Education						
	12/12/2016	Public Relations Event	M.A.P.S	Pride Elementary.	1.5	
	12/12/2016	Fire Prevention Programs	Fire Drill at West Broadway	West Broadway Elementary	0.5	

Includes Locked / Authorized Events.

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Madisonville Fire Dept.



7.D

Madisonville, KY

Incident Statistics

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		1080	
FIRE		498	
TOTAL		1578	
TOTAL TRANSPORTS			
APPARATUS	# of APPARATUS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT
TOTAL			
PRE-INCIDENT VALUE		YTD LOSSES	
N/A		\$448,700.00	
CO CHECKS			
424 - Carbon monoxide incident		3	
736 - CO detector activation due to malfunction		3	
746 - Carbon monoxide detector activation, no CO		1	
TOTAL		7	
MUTUAL AID			
Aid Type		Total	
Aid Given		7	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
235		14.89	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:04:20	0:03:49	
Station #2	0:03:46	0:03:31	
Station #3	0:04:47	0:04:27	
Station #4	0:04:10	0:04:58	
AVERAGE FOR ALL CALLS		0:04:07	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:01:16	0:01:20	
Station #2	0:01:09	0:01:10	
Station #3	0:01:10	0:01:05	
Station #4	0:01:16	0:01:13	
AVERAGE FOR ALL CALLS		0:01:13	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Madisonville Fire Dept.		22:45	

Communication: Fire Department Year End Report (Department Reports)

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition 'Treated, Transported'

Madisonville Fire Dept.

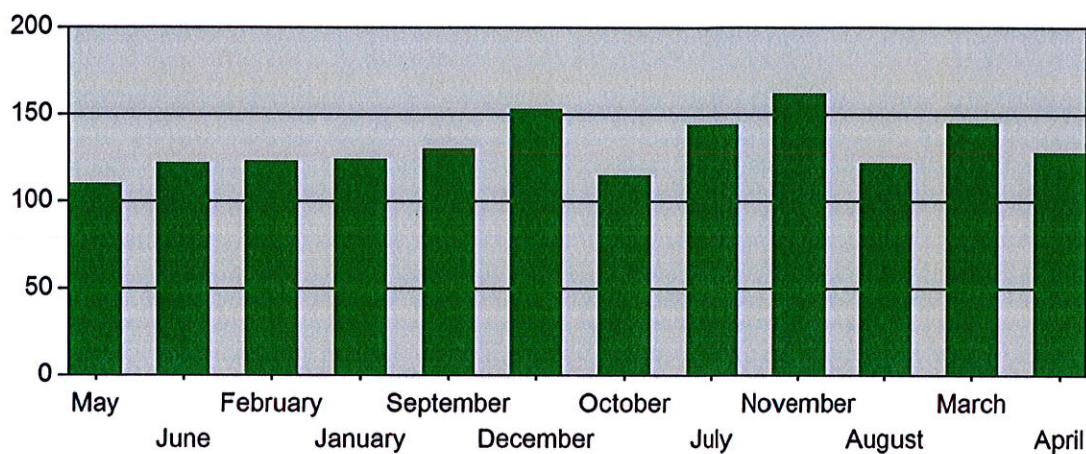
Madisonville, KY

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Incidents by Month for Month Range

Start Month: January | End Month: December | Year: 2016



MONTH	INCIDENTS
May	110
June	122
February	123
January	124
September	130
December	153
October	115
July	144
November	162
August	122
March	145
April	128

Only REVIEWED incidents included

Madisonville Fire Dept.

Madisonville, KY

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Code Hours Summary per Training Code For Date Range

Training Code(s): All Training Codes | Start Date: 01/01/2016 | End Date: 12/31/2016

Total Training Hours By Code	
Total Hours for Training Code: A0 Test	1:00
Total Hours for Training Code: A0000	471:50
Total Hours for Training Code: AA0000	419:30
Total Hours for Training Code: AA0002	6:00
Total Hours for Training Code: Administration & Organization A0000	171:00
Total Hours for Training Code: Advanced Cardiac Life Support (ACLS) P0015	2:00
Total Hours for Training Code: Aerial Operations Training HH0000	150:30
Total Hours for Training Code: Aircraft Crash Fire Training 0000	5:00
Total Hours for Training Code: Aircraft Crash Fire Training W0000	23:00
Total Hours for Training Code: Airway P0008	37:00
Total Hours for Training Code: B0000	898:10
Total Hours for Training Code: BB0000	30:00
Total Hours for Training Code: Building Construction Training V0000	121:00
Total Hours for Training Code: C0000	118:50
Total Hours for Training Code: CC0000	562:40
Total Hours for Training Code: Chief Fire Officer Training AA0003	63:30
Total Hours for Training Code: Communications C0000	24:00
Total Hours for Training Code: CPR/AED Training P0001	54:50
Total Hours for Training Code: D0000	249:50
Total Hours for Training Code: DD0003	460:20
Total Hours for Training Code: Drivers Training - Privately Owned Vehicle (POV) CC0001	7:00
Total Hours for Training Code: Drivers Training(General) CC0000	243:30
Total Hours for Training Code: E0000	57:30
Total Hours for Training Code: Emergency Disaster Training X0000	202:00
Total Hours for Training Code: Emergency Medical Training (General) P0000	246:30
Total Hours for Training Code: EMT - Basic P0004	69:00
Total Hours for Training Code: Extinguishers E0000	105:30
Total Hours for Training Code: F0000	578:40
Total Hours for Training Code: Farm & Machinery Rescue Q0006	16:00
Total Hours for Training Code: FC10000	40:00
Total Hours for Training Code: FC20000	52:00
Total Hours for Training Code: FC4000	383:00
Total Hours for Training Code: FF0000	117:00
Total Hours for Training Code: FF0001	2:00
Total Hours for Training Code: FF0002	3:00
Total Hours for Training Code: FF0007	3:00
Total Hours for Training Code: FF0008	3:00

Communication: Fire Department Year End Report (Department Reports)

Displays the total training hours per for each of the selected Training Codes. NOTE that this report only applies to accounts that are set to Track Hours by Training Code.

Total Hours for Training Code: Fire Behavior D0000	109:30
Total Hours for Training Code: Fire Control M0000	177:45
Total Hours for Training Code: Fire Inspection Training (General) DD0000	2:30
Total Hours for Training Code: Fire Instructor 1 Course BB0001	40:00
Total Hours for Training Code: Fire Investigation Y0000	171:00
Total Hours for Training Code: Fire Officer 1 Training AA0001	206:00
Total Hours for Training Code: Fire Officers Training (General) AA0000	112:30
Total Hours for Training Code: Fire Prevention Training U0000	65:30
Total Hours for Training Code: Fire Protection Systems S0000	209:00
Total Hours for Training Code: Firefighter Rescue Course FC20000	12:00
Total Hours for Training Code: Firefighter Survival Course FC10000	4:00
Total Hours for Training Code: First Aid P0021	44:30
Total Hours for Training Code: Flammable Gases Firefighting M0004	8:00
Total Hours for Training Code: Foam Fire Streams L0000	157:30
Total Hours for Training Code: Forcible Entry G0000	163:00
Total Hours for Training Code: Forestry Firefighting Training LL0000	10:30
Total Hours for Training Code: G0000	506:10
Total Hours for Training Code: H0000	286:10
Total Hours for Training Code: Hazardous Materials Awareness Level Course T0001	68:00
Total Hours for Training Code: Hazardous Materials Operations Level Course T0002	58:30
Total Hours for Training Code: Hazardous Materials Training (General) T0000	77:00
Total Hours for Training Code: HH0000	228:50
Total Hours for Training Code: HIV / AIDS Training P0002	19:30
Total Hours for Training Code: Hose, Nozzles, Appliances K0000	399:00
Total Hours for Training Code: I0000	171:40
Total Hours for Training Code: II0000	39:00
Total Hours for Training Code: J0000	276:20
Total Hours for Training Code: K0000	593:40
Total Hours for Training Code: Kentucky Flashover Recognition and Survival FC40000	16:00
Total Hours for Training Code: KK0000	158:40
Total Hours for Training Code: L0000	181:30
Total Hours for Training Code: Ladders J0000	264:00
Total Hours for Training Code: LL0000	3:00
Total Hours for Training Code: Loss Control N0000	143:30
Total Hours for Training Code: M0000	296:00
Total Hours for Training Code: M0001	31:00
Total Hours for Training Code: M0002	10:30
Total Hours for Training Code: Mass Casualty / Disaster Management P0006	26:00
Total Hours for Training Code: Medical Emergencies P0010	36:00
Total Hours for Training Code: Methodology Bridge / Refresher Training BB0003	80:00
Total Hours for Training Code: Methodology Training (General) BB0000	7:00
Total Hours for Training Code: N0000	75:20
Total Hours for Training Code: O0000	269:40
Total Hours for Training Code: Obstetrics / Gynecological Emergencies (OBGYN) P0012	14:00

Communication: Fire Department Year End Report (Department Reports)

Displays the total training hours per for each of the selected Training Codes. NOTE that this report only applies to accounts that are set to Track Hours by Training Code.

Total Hours for Training Code: P0000	354:00
Total Hours for Training Code: P0001	213:50
Total Hours for Training Code: P0004	130:00
Total Hours for Training Code: P0008	56:00
Total Hours for Training Code: P0009	116:00
Total Hours for Training Code: P0010	145:00
Total Hours for Training Code: P0011	12:30
Total Hours for Training Code: P0021	21:00
Total Hours for Training Code: Patient Assessment P0009	68:00
Total Hours for Training Code: Pediatrics P0013	50:00
Total Hours for Training Code: Personal Protective Equipment F0000	259:00
Total Hours for Training Code: Pre-Planning & Inspections Training DD0003	44:00
Total Hours for Training Code: Pump Operations Training Z0000	133:00
Total Hours for Training Code: Q0000	232:00
Total Hours for Training Code: Q0001	147:20
Total Hours for Training Code: Q0004	27:00
Total Hours for Training Code: Q0005	68:40
Total Hours for Training Code: R0000	138:00
Total Hours for Training Code: Rescue Training Q0000	282:00
Total Hours for Training Code: Ropes I0000	67:00
Total Hours for Training Code: S0000	74:40
Total Hours for Training Code: S-130 - Wildland Fire Control Course LL0001	6:00
Total Hours for Training Code: Safety Training B0000	121:00
Total Hours for Training Code: Structural Firefighting M0001	6:00
Total Hours for Training Code: T0000	378:20
Total Hours for Training Code: T0001	29:50
Total Hours for Training Code: T0002	118:00
Total Hours for Training Code: Trauma Emergencies P0011	144:30
Total Hours for Training Code: Trench Rescue Q0003	4:30
Total Hours for Training Code: U0000	225:20
Total Hours for Training Code: V0000	232:50
Total Hours for Training Code: Vehicle Extrication Q0001	128:45
Total Hours for Training Code: Vehicle Firefighting M0002	11:00
Total Hours for Training Code: Ventilation H0000	65:30
Total Hours for Training Code: Victim Search & Rescue O0000	206:30
Total Hours for Training Code: W0000	36:00
Total Hours for Training Code: Water Rescue Q0005	89:00
Total Hours for Training Code: Water Supply R0000	40:00
Total Hours for Training Code: Wildland Firefighting Awareness Course FC30000	6:00
Total Hours for Training Code: X0000	263:40
Total Hours for Training Code: Y0000	35:00
Total Hours for Training Code: Y0003	21:00

Communication: Fire Department Year End Report (Department Reports)

Displays the total training hours per for each of the selected Training Codes. NOTE that this report only applies to accounts that are set to Track Hours by Training Code.

Total Hours for Training Code: Z0000		432:00
Totals for all selected Training Codes 1/1/2016 - 12/31/2016	65 personnel	17067:40

Displays the total training hours per for each of the selected Training Codes. NOTE that this report only applies to accounts that are set to Track Hours by Training Code.

FIRE PREVENTION YEARLY REPORT 2016

INSPECTIONS/REINSPECTIONS	186
DEFICIENCIES	50
CORRECTIONS	38
PREVENTION OFFICER PRESENTATIONS	10
HAZARDOUS STRUCTURES INVESTIGATED	0
BURN PERMITS ISSUED	43
FIRE EXTINGUISHER CLASSES	24
KNOX BOX DETAILS	10
KNOX F.D.C. DETAILS	0
NOTICES	0
MISCELLANEOUS DETAILS	31
FIRE RUNS	15
MEDIA PRESENTATIONS	3
POST-RESPONSE FOLLOW-UP	2

Kids Challenge Impact YTD	1400
Adults Trained	440
Kids Trained	1989
Total Trained	2429
SMOKE ALARM GIVE A WAY	41

November 2016 BUILDING PERMITS

<u>Type of Construction</u>	<u># Permits Issued</u>	<u>Fees Collected</u>	<u>Construction Cost</u>
New Residential/SFD	1	\$ 510	\$ 475,000
Duplex	0	\$ 0	\$ 0
Multi-Family	0	\$ 0	\$ 0
Residential Addition	2	\$ 125	\$ 28,440
Residential Accessory	2	\$ 101	\$ 6,100
Residential Alteration	1	\$ 226	\$ 35,000
New Commercial	0	\$ 0	\$ 0
Commercial Addition	1	\$ 122	\$ 16,000
Commercial Accessory	0	\$ 0	\$ 0
Commercial Alteration	2	\$ 457	\$ 48,289
New Industrial	0	\$ 0	\$ 0
Industrial Addition	0	\$ 0	\$ 0
Industrial Accessory	0	\$ 0	\$ 0
Industrial Alteration	0	\$ 0	\$ 0
Other	0	\$ 0	\$ 0
<u>TOTAL BUILDING PERMITS:</u>	9	\$ 1,541	\$ 608,829

OTHER PERMITS AND/OR APPLICATIONS

Conditional Use Permits	0	\$ 0	
Utility Requests (Outside City)	0	\$ 0	
Dimensional Variance	0	\$ 0	
Zoning Amendment	0	\$ 0	
Sign Permits	2	\$ 225	
Change of Use Permits	0	\$ 0	
Demolition Permits	0	\$ 0	
Grading & Paving Permits	2	\$ 25	*
Additional/Miscellaneous Fees	0	\$ 0	
HVAC Permit Fees	2	\$ 510	
<u>TOTAL:</u>	6	\$ 760	

<u>GRAND TOTAL:</u>	15	\$ 2,301
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*Fee Waived for Grading & Paving Permit # 86__1105 West Center Street__Souls Harbor Baptist Church per City of Madisonville.

Prepared by: Bonnie Smith, Zoning Admin Assistant

Communication: Zoning November Report (Department Reports)

**CITY OF MADISONVILLE
BUILDING PERMIT MONTHLY REPORT**

November 2016

Permit #	Date Permit Issued	Construcion Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
6203	11/8/16	1017 Tucker Schoolhouse Road	Tom & Brenda Yater	Tom & Brenda Yater	Residential Accessory	Storage Building	\$50	\$1,100	192
6204	11/8/16	1975 Lakeview Drive	David Tabor	Champion Windows of Evansville	Residential Addition	Sun Room	\$64	\$18,440	180
6205	11/14/16	75 South Railroad Street	Hopkins County School Board	Simplex Grinnell	Commercial Alteration	Classrooms	\$275	\$10,000	0
6206	11/14/16	103 Winding Creek	Goree Small	Disaster Team	Residential Alteration	Single Family Dwelling	\$226	\$35,000	1820
6207	11/14/16	2425 Ridgewood Drive	Dr. Jack Hammon	Landmark Contractor's, Inc.	New Residential	Single Family Dwelling	\$510	\$475,000	4812
6208	11/16/16	1510 Savannah Drive	Kathleen Vincent	Ross Burns	Residential Addition	Single Family Dwelling	\$61	\$10,000	142.5
6209	11/28/16	347 Thompson Avenue	REXEL	Lanham Bros. General Contr. Inc	Commercial Alteration	Showroom	\$182	\$38,289	1020
6210	11/28/16	306-25 - 344-15 Carver Court Apartments	Madisonville Housing Authority	All In One Services, LLC/Michael	Commercial Addition	Porch Roof	\$122	\$16,000	280
6211	11/28/16	1085 Eastside Lane	Donna Smith	Donna Smith	Residential Accessory	Storage Building	\$51	\$5,000	324
Totals					9		\$1,541	\$608,829	

December 2016 BUILDING PERMITS

<u>Type of Construction</u>	<u># Permits Issued</u>	<u>Fees Collected</u>	<u>Construction Cost</u>
New Residential/SFD	2	\$ 394	\$ 130,000
Duplex	0	\$ 0	\$ 0
Multi-Family	0	\$ 0	\$ 0
Residential Addition	1	\$ 62	\$ 3,000
Residential Accessory	2	\$ 80	\$ 4,100
Residential Alteration	0	\$ 0	\$ 0
New Commercial	0	\$ 0	\$ 0
Commercial Addition	0	\$ 0	\$ 0
Commercial Accessory	0	\$ 0	\$ 0
Commercial Alteration	2	\$ 313	\$ 80,000
New Industrial	0	\$ 0	\$ 0
Industrial Addition	0	\$ 0	\$ 0
Industrial Accessory	0	\$ 0	\$ 0
Industrial Alteration	0	\$ 0	\$ 0
Other	0	\$ 0	\$ 0
<u>TOTAL BUILDING PERMITS:</u>	7	\$ 849	\$ 217,100

OTHER PERMITS AND/OR APPLICATIONS

Conditional Use Permits	0	\$ 0
Utility Requests (Outside City)	0	\$ 0
Dimensional Variance	2	\$ 200
Zoning Amendment	0	\$ 0
Sign Permits	1	\$ 75
Change of Use Permits	0	\$ 0
Demolition Permits	1	\$ 10
Grading & Paving Permits	0	\$ 0
Additional/Miscellaneous Fees	0	\$ 0
HVAC Permit Fees	3	\$ 2,105
<u>TOTAL:</u>	7	\$ 2,390

<u>GRAND TOTAL:</u>	14	\$ 3,239
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Prepared by: Bonnie Smith, Zoning Admin Assistant

Communication: Zoning December Report (Department Reports)

**CITY OF MADISONVILLE
BUILDING PERMIT MONTHLY REPORT**

December 2016

Permit #	Date Permit Issued	Construcion Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
6212	12/6/16	48 Federal Street	Madisonville Tire	Landmark Contractors	Commercial Alteration	Office Space	\$63	\$5,000	165
6213	12/6/16	900 West Center Street	First General Baptist Church	First General Baptist Church	Commercial Alteration	Church	\$250	\$75,000	8000
6214	12/12/16	553 Hall Street	Rick Tompkins	Sanchez Home Restoration/Michael S	Residential Addition	Roof Addition over Patio	\$62	\$3,000	144
6215	12/12/16	247 Race Street	Bobby & Debra Loney	Eagle Carports	Residential Accessory	Detached Garage	\$25	\$3,000	252
6216	12/13/16	308 Oates Street	JSC Rental Inc.	Cavanaugh House Building	New Residential	Single Family Dwelling	\$197	\$65,000	900
6217	12/13/16	314 Oates Street	JSC Rental Inc.	Cavanaugh House Building	New Residential	Single Family Dwelling	\$197	\$65,000	900
6218	12/19/16	467 North Seminary Street	Dennis Wayne Tabor	Carpet Barn/Jamie Crook	Residential Accessory	Carport	\$55	\$1,100	378
Totals					7		\$849	\$217,100	

YTD ZONING ACTIVITY REPORT
JULY 2016 - DECEMBER 2016
BUILDING PERMITS

<u>Type of Construction</u>	<u># of Permits Issued</u>	<u>Fees Collected</u>	<u>Construction Cost</u>
New Residential/SFD	10	\$ 2,630	\$ 1,335,000
Duplex	3	\$ 1,067	\$ 520,000
Multi-Family	0	\$ 0	\$ 0
Residential Addition	14	\$ 1,240	\$ 349,263
Residential Accessory	35	\$ 2,050	\$ 347,591
Residential Alteration	2	\$ 3,828	\$ 1,734,749
New Commercial	6	\$ 2,999	\$ 2,610,299
Commercial Addition	4	\$ 566	\$ 219,450
Commercial Accessory	5	\$ 817	\$ 48,700
Commercial Alteration	13	\$ 2,605	\$ 880,289
New Industrial	0	\$ 0	\$ 0
Industrial Addition	0	\$ 0	\$ 0
Industrial Accessory	0	\$ 0	\$ 0
Industrial Alteration	0	\$ 0	\$ 0
Other	0	\$ 0	\$ 0
<u>TOTAL BUILDING PERMITS:</u>	92	\$ 17,802	\$ 8,045,341

OTHER PERMITS AND/OR APPLICATIONS

Conditional Use Permits	2	\$ 200
Utility Requests (Outside City)	0	\$ 0
Dimensional Variance	4	\$ 400
Zoning Amendment	1	\$ 0
Sign Permits	17	\$ 1,550
Change of Use Permits	0	\$ 0
Demolition Permits	12	\$ 55
Grading & Paving Permits	2	\$ 25
Additional/Miscellaneous Fees	1	\$ 275
HVAC Permit Fees	19	\$ 5,760
<u>TOTAL:</u>	58	\$ 8,265

<u>GRAND TOTAL:</u>	150	\$ 26,067
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Prepared by: Bonnie Smith, Zoning Admin Assistant

Communication: Zoning Year End Report (Department Reports)

**CITY OF MADISONVILLE
RESOLUTION R-2017-2**

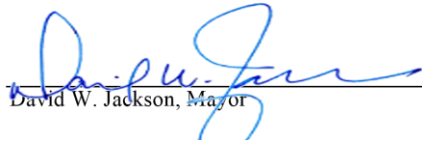
**RESOLUTION TO ACCEPT BID FOR YAA COMPLEX CONCESSION BUILDING
RENOVATION**

WHEREAS, the City of Madisonville advertised bids for the YAA Complex Concession Building Renovation to be opened on January 4, 2017 at 10:00 a.m.

WHEREAS, the City of Madisonville received four bids as shown on exhibit A attached hereto.

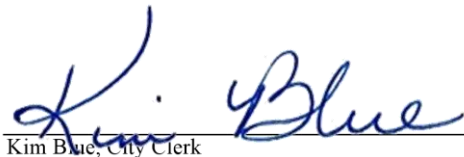
NOW THEREFORE, BE IT RESOLVED that City of Madisonville award the bid to the lowest bidder, Akins Construction in the amount of \$247,900.00.

ADOPTED on this 17th day of January, 2017.



David W. Jackson, Mayor

1/18/2017



Kim Blue, City Clerk

1/18/2017

ATTEST:

City of Madisonville, KY

Bid Opening / YAA Complex Concession Building Renovation

Date of Bid Opening: 1/4/17

Time of Bid Opening: 10:00 am local time

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

Business Name	Bid Amount
Carter Douglas Company	\$387,000.00
Ricky Wilson Construction	\$262,137.76
Akins Construction	\$247,900.00
Allied Contracting Group	\$248,154.00

**Longevity Pins
January, 2017**

Elected Officials

Mark Lee

5 years

Dispatch

Emily Carlton

5 years