



## **AGENDA**

- 1. CALL TO ORDER BY MAYOR KEVIN COTTON**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
  - A. Minutes of July 1, 2024
- 6. APPROVAL OF BILLS AND PAYROLL**
  - A. Bills and Payroll
- 7. Announcements & Recognition**
  - A. Proclamation - Baptist Health Deaconess Pathway to Excellence
  - B. Madisonville Police Department Recognition
- 8. DEPARTMENT REPORTS**
  - A. Fire Department Report
  - B. Police Department Report
- 9. NEW BUSINESS**
  - A. Municipal Orders
    - A. Re-appointment of Tanya Bowman to the City of Madisonville Board of Ethics - Municipal Order 2024-16
    - B. Re-appointment of Debbie Allen to the Tree Board - Municipal Order 2024-17
  - B. Executive Orders
    - A. Re-appointments of Mark Metcalfe and Jimmy Riddle to the Airport Board - Executive Order 2024-3
    - B. Appointment of Kent Waide to Hopkins County Joint Planning Commission - Executive Order 2024-4
  - C. Resolutions
    - A. Resolution to declare 25 acres as surplus property
    - B. Resolution to authorize the Mayor or designee to sign all necessary paperwork for a real estate sale and purchase agreement.
    - C. Resolution of the City of Madisonville accepting the Grant, approving the Grant Assistance Agreement and authorizing a representative to sign all related documents

- D. Resolution of the City of Madisonville, Kentucky accepting Thornberry Drive into the City's street system for both ownership and maintenance
- D. Closed Session: Pursuant to KRS 61.810(1) (b) for discussions concerning deliberations on the future acquisition or sale of real property when publicity would be likely to affect the value of the property.

**10. ADJOURNMENT**



## MINUTES

1. **CALL TO ORDER BY MAYOR KEVIN COTTON**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

Council Member Tony Space

4. **ROLL CALL**

Present: Council Member Misty Cavanaugh, Council Member Tony Space, Council Member Adam Townsend, City Council Member Larry Noffsinger, Council Member Frank Stevenson

Absent: Council Member Chad Menser

5. **APPROVAL OF MINUTES**

A. Minutes of June 17, 2024

**RESULT:** Approval of Minutes of June 17, 2024

**MOVER:** City Council Member Larry Noffsinger

**SECONDER:** Council Member Tony Space

**AYES:** Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson

**NOES:** None

**ABSTAIN:** None

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills and Payroll

**RESULT:** Approval of Bills and Payroll

**MOVER:** Council Member Frank Stevenson

**SECONDER:** City Council Member Larry Noffsinger

**AYES:** Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson

**NOES:** None

**ABSTAIN:** None

7. **DEPARTMENT REPORTS**

- A. Zoning Department Report  
Zoning Director Mandy Todd
- B. Business Licenses Report

**8. Council Committee Reports**

**RESULT:** Joint Meeting of the Tourism Committee and Tourism Advisory Board Meeting - Motion to approve recommendation from the committee of Hot Air Balloon Glow to be held at Mahr Park for \$26000.00

**MOVER:** Council Member Adam Townsend

**SECONDER:** Council Member Tony Space

**AYES:** Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson

**NOES:** None

**ABSTAIN:** None

**RESULT:** Engineering Committee - Motion to approve bid for Phase 5 of the West Side Lift Station to Smith Contracting for \$7,639,300.00 (See Resolution 2024-20)

**MOVER:** Council Member Misty Cavanaugh

**SECONDER:** Council Member Frank Stevenson

**AYES:** Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson

**NOES:** None

**ABSTAIN:** None

**9. NEW BUSINESS**

A. Resolutions

- A. Resolution of the City of Madisonville, Kentucky authorizing the Mayor or designee to enter into a lease/purchase agreement

**RESULT:** Approval to allow Mayor or designee to enter into a lease/purchase agreement with Tymco for Tymco Street Sweeper

**MOVER:** Council Member Adam Townsend

**SECONDER:** City Council Member Larry Noffsinger

**AYES:** Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson

**NOES:** None

**ABSTAIN:** None

- B. Resolution to declare equipment as surplus property

**RESULT:** Approval of regulators owned by Madisonville Regional Airport to be declared as surplus property

**MOVER:** Council Member Tony Space  
**SECONDER:** City Council Member Larry Noffsinger  
**AYES:** Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson  
**NOES:** None  
**ABSTAIN:** None

B. Item for Discussion

A. Permission to close portion of Lambs Court for event

**RESULT:** Approval to close a portion of Lambs Court on September 7, 2024 for Christ the King's St. Vincent 5  
**MOVER:** City Council Member Larry Noffsinger  
**SECONDER:** Council Member Adam Townsend  
**AYES:** Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson  
**NOES:** None  
**ABSTAIN:** None

B. Permission to contract services from local businesses owned by city employees

**RESULT:** Approval to contract services from local businesses owned by city employees:

Ron Faulk-Ron's Lawn Maintenance  
Chris Chilcutt-Prestige Worldwide  
Mike Miller-Magic Mike  
Michael Fincham-Sealcoat  
Walter Cummings-Cummings Lawn Care  
Matt Browning-Country Cupboard  
Barret Holloway-Sealcoat  
Jared Southerland-Chip off the Ole Block Woodworking  
Chad Baldwin-Super Sealers  
Heath Jones-Heath Jones Painting  
Chaseton Hancock-First-In-Fire Services  
Drew Bennett – Good Guys Pressure Washing  
Zack Arnett – Good Guys Pressure Washing  
Robert James – TJ's Mowing  
Tracy Logan – Smoking Joe Joes

**MOVER:** Council Member Adam Townsend  
**SECONDER:** City Council Member Larry Noffsinger  
**AYES:** Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson  
**NOES:** None  
**ABSTAIN:** None

- C. Closed Session: Pursuant to KRS 61.810(1) (b) for discussions concerning deliberations on the future acquisition or sale of real property when publicity would be likely to affect the value of the property.

**RESULT:** Motion to go in closed session  
**MOVER:** Council Member Frank Stevenson  
**SECONDER:** City Council Member Larry Noffsinger  
**AYES:** Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson  
**NOES:** None  
**ABSTAIN:** None

**RESULT:** Motion to come out of closed session  
**MOVER:** Council Member Larry Noffsinger  
**SECONDER:** City Council Member Tony Space  
**AYES:** Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson  
**NOES:** None  
**ABSTAIN:** None

## 10. ADJOURNMENT

**RESULT:** Adjourn  
**MOVER:** Council Member Adam Townsend  
**SECONDER:** Council Member Tony Space  
**AYES:** Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson  
**NOES:** None  
**ABSTAIN:** None

|    | A          | B             | C                                                     | E                    |
|----|------------|---------------|-------------------------------------------------------|----------------------|
| 1  |            |               | <b>Bills and Payroll for Council Meeting 07/15/24</b> |                      |
| 2  | <b>Co#</b> | <b>Bank#</b>  | <b>Fund Name</b>                                      |                      |
| 3  | 100        | 1             | General Fund                                          | \$ 263,551.40        |
| 4  |            |               |                                                       | \$ 88,287.67         |
| 5  |            |               |                                                       |                      |
| 6  |            |               |                                                       |                      |
| 7  |            |               | <b>Total General Fund</b>                             | <b>\$ 351,839.07</b> |
| 8  | 190        | 7             | Sanitation                                            | \$ 20,303.00         |
| 9  |            |               |                                                       |                      |
| 10 |            |               |                                                       |                      |
| 11 |            |               |                                                       |                      |
| 12 |            |               | <b>Total Sanitation</b>                               | <b>\$ 20,303.00</b>  |
| 13 | 200        | 7             | Electric/Utility Office                               | \$ 25,312.18         |
| 14 |            |               |                                                       | \$ 4,375.17          |
| 15 |            |               |                                                       |                      |
| 16 |            |               |                                                       |                      |
| 17 |            |               | <b>Total Electric/Utility Office</b>                  | <b>\$ 29,687.35</b>  |
| 18 | 210        | 6             | Water and Filter                                      | \$ 47,662.73         |
| 19 |            |               |                                                       | \$ 184,895.71        |
| 20 |            |               |                                                       |                      |
| 21 |            |               |                                                       |                      |
| 22 |            |               | <b>Total Water Filter</b>                             | <b>\$ 232,558.44</b> |
| 23 |            | 7             | Waste Water Collection and Treatment                  | \$ 15,061.97         |
| 24 |            |               |                                                       | \$ 33,785.21         |
| 25 |            |               |                                                       |                      |
| 26 |            |               |                                                       |                      |
| 27 |            |               | <b>Total Wastewater Collection and Treatment</b>      | <b>\$ 48,847.18</b>  |
| 28 |            |               |                                                       |                      |
| 29 |            |               |                                                       |                      |
| 30 | <b>Co#</b> | <b>Dept #</b> | <b>Department Name</b>                                | <b>Amount</b>        |
| 31 | 100        | Various       | Governmental                                          | \$ 56,679            |
| 32 | 100        | 2100          | Police                                                | \$ 163,333           |
| 33 | 100        | 2300          | Fire                                                  | \$ 173,232           |
| 34 | 100        | 3300          | Transportation                                        | \$ 36,964            |
| 35 | 100        | 5000          | Cemetery                                              | \$ 6,011             |
| 36 | 100        | 7000          | Park                                                  | \$ 32,613            |
| 37 | 190        | 3100          | Sanitation                                            | \$ 71,078            |
| 38 | 200        | 1000/4500     | Light Fund                                            | \$ 101,280           |
| 39 | 200        | 2000          | Wastewater Treatment                                  | \$ 20,923            |
| 40 | 200        | 2001          | Wastewater Collection                                 | \$ 31,567            |
| 41 | 200        | 4700/4600     | Water and Filter                                      | \$ 62,432            |
| 42 |            | 330/6000      | Madisonville Sports                                   | \$ 5,152             |
| 43 |            |               | <b>Total Payroll</b>                                  | <b>\$ 761,266</b>    |
| 44 |            |               |                                                       |                      |
| 45 |            |               | Number of Employees Paid July 5, 2024                 |                      |
| 46 |            |               | See next page                                         |                      |

| CMP | DEPT | NAME                       | DATE    | TOTAL | FULL | PART |
|-----|------|----------------------------|---------|-------|------|------|
| 100 | 1100 | ELECTED OFFICIALS          | 7/05/24 | 7     | 1    | 6    |
| 100 | 1200 | ADMINISTRATION             | 7/05/24 | 6     | 6    |      |
| 100 | 1400 | FINANCE                    | 7/05/24 | 7     | 6    | 1    |
| 100 | 1500 | CITY CLERK                 | 7/05/24 | 5     | 4    | 1    |
| 100 | 1600 | AIRPORT                    | 7/05/24 | 4     | 4    |      |
| 100 | 1700 | ZONING                     | 7/05/24 | 2     | 2    |      |
| 100 | 1800 | HUMAN RESOURCES            | 7/05/24 | 6     | 4    | 2    |
| 100 | 2100 | POLICE DEPT-MADISONVILLE   | 7/05/24 | 47    | 47   |      |
| 100 | 2150 | POLICE FICA                | 7/05/24 | 3     | 2    | 1    |
| 100 | 2151 | DISPATCH                   | 7/05/24 | 16    | 16   |      |
| 100 | 2200 | ALCOHOLIC BEVERAGE CONTROL | 7/05/24 | 1     |      | 1    |
| 100 | 2300 | FIRE DEPT-MADISONVILLE     | 7/05/24 | 68    | 68   |      |
| 100 | 2350 | FIRE FICA/NON HAZARDOUS    | 7/05/24 | 1     | 1    |      |
| 100 | 3300 | TRANSPORTATION DEPT        | 7/05/24 | 21    | 20   | 1    |
| 100 | 5000 | CEMETERY DEPARTMENT        | 7/05/24 | 3     | 3    |      |
| 100 | 7000 | PARK DEPARTMENT            | 7/05/24 | 21    | 10   | 11   |
| 100 | 7100 | POOL EMPLOYEES             | 7/05/24 | 9     |      | 9    |
| 100 | 7200 | MAHR PARK                  | 7/05/24 | 11    | 6    | 5    |
| 190 | 3100 | SANITATION DEPARTMENT      | 7/05/24 | 33    | 33   |      |
| 200 | 1000 | UTILITY OFFICE             | 7/05/24 | 15    | 15   |      |
| 200 | 4500 | LIGHT DISTRIBUTION DEPT    | 7/05/24 | 21    | 21   |      |
| 210 | 2000 | WASTEWATER TREATMENT       | 7/05/24 | 8     | 8    |      |
| 210 | 2001 | WASTEWATER COLLECTION      | 7/05/24 | 16    | 16   |      |
| 210 | 2002 | ENGINEERING & STORMWATER   | 7/05/24 | 8     | 6    | 2    |
| 211 | 4600 | FILTER DEPARTMENT          | 7/05/24 | 13    | 13   |      |
| 211 | 4700 | WATER DEPARTMENT           | 7/05/24 | 19    | 19   |      |
|     |      | Totals                     |         | 371   | 331  | 40   |

| CMP | DEPT | NAME               | REGULAR    | OVERTIME   | SPC-OVT  | TOTAL      |
|-----|------|--------------------|------------|------------|----------|------------|
| 100 | 1100 | ELECTED OFFICIALS  | 7,018.50   | .00        | .00      | 7,018.50   |
| 100 | 1200 | ADMINISTRATION     | 16,503.11  | 627.71     | .00      | 17,130.82  |
| 100 | 1400 | FINANCE            | 16,368.97  | 275.72     | .00      | 16,644.69  |
| 100 | 1500 | CITY CLERK         | 9,679.87   | 680.57     | .00      | 10,360.44  |
| 100 | 1700 | ZONING             | 4,183.57   | .00        | .00      | 4,183.57   |
| 100 | 1900 | CITY ENGINEER      | .00        | .00        | .00      | .00        |
| 100 | 2200 | ALCOHOLIC BEVERAGE | 1,341.15   | .00        | .00      | 1,341.15   |
|     |      | Total Government   | 55,095.17  | 1,584.00   | .00      | 56,679.17  |
| 100 | 2100 | POLICE DEPT-MADISO | 126,580.36 | 30,852.53  | .00      | 157,432.89 |
| 100 | 2150 | POLICE FICA        | 4,797.34   | 1,102.83   | .00      | 5,900.17   |
|     |      | Total Police       | 131,377.70 | 31,955.36  | .00      | 163,333.06 |
| 100 | 2300 | FIRE DEPT-MADISONV | 114,758.75 | 47,938.92  | 8,681.62 | 171,379.29 |
| 100 | 2350 | FIRE FICA/NON HAZA | 1,429.49   | 423.38     | .00      | 1,852.87   |
|     |      | Total Fire         | 116,188.24 | 48,362.30  | 8,681.62 | 173,232.16 |
| 100 | 3300 | TRANSPORTATION DEP | 34,034.92  | 2,929.43   | .00      | 36,964.35  |
|     |      | Total Transportati | 34,034.92  | 2,929.43   | .00      | 36,964.35  |
| 100 | 5000 | CEMETERY DEPARTMEN | 4,948.74   | 1,062.69   | .00      | 6,011.43   |
|     |      | Total Cemetery     | 4,948.74   | 1,062.69   | .00      | 6,011.43   |
| 100 | 7000 | PARK DEPARTMENT    | 22,374.23  | 7,138.85   | .00      | 29,513.08  |
| 100 | 7100 | POOL EMPLOYEES     | 1,985.75   | 1,113.89   | .00      | 3,099.64   |
|     |      | Total Park         | 24,359.98  | 8,252.74   | .00      | 32,612.72  |
| 190 | 3100 | SANITATION DEPARTM | 65,246.81  | 5,831.29   | .00      | 71,078.10  |
|     |      | Total Sanitation   | 65,246.81  | 5,831.29   | .00      | 71,078.10  |
| 200 | 1000 | UTILITY OFFICE     | 27,359.56  | 1,607.83   | .00      | 28,967.39  |
| 200 | 1001 | METER READING      | .00        | .00        | .00      | .00        |
| 200 | 4500 | LIGHT DISTRIBUTION | 68,026.34  | 4,286.66   | .00      | 72,313.00  |
|     |      | Total Utility Offi | 95,385.90  | 5,894.49   | .00      | 101,280.39 |
| 210 | 2000 | WASTEWATER TREATME | 20,630.80  | 292.67     | .00      | 20,923.47  |
| 210 | 2001 | WASTEWATER COLLECT | 30,529.06  | 1,038.31   | .00      | 31,567.37  |
|     |      | Total Wastewater T | 51,159.86  | 1,330.98   | .00      | 52,490.84  |
| 211 | 4600 | FILTER DEPARTMENT  | 21,190.73  | 2,655.56   | .00      | 23,846.29  |
| 211 | 4700 | WATER DEPARTMENT   | 34,488.82  | 4,096.45   | .00      | 38,585.27  |
|     |      | Total Water        | 55,679.55  | 6,752.01   | .00      | 62,431.56  |
| 330 | 6000 | MADISONVILLE SPORT | 5,151.91   | .00        | .00      | 5,151.91   |
|     |      | Total Sports Comp  | 5,151.91   | .00        | .00      | 5,151.91   |
|     |      | Grand Totals       | 638,628.78 | 113,955.29 | 8,681.62 | 761,265.69 |

| CMP | DEPT | NAME               | REGULAR   | OVERTIME | SPC-OVT | TOTAL     |
|-----|------|--------------------|-----------|----------|---------|-----------|
| 100 | 1100 | ELECTED OFFICIALS  | .00       | .00      | .00     | .00       |
| 100 | 1200 | ADMINISTRATION     | 81.75     | 27.75    | .00     | 109.50    |
| 100 | 1400 | FINANCE            | 198.00    | 8.25     | .00     | 206.25    |
| 100 | 1500 | CITY CLERK         | 158.10    | 28.75    | .00     | 186.85    |
| 100 | 1700 | ZONING             | 70.00     | .00      | .00     | 70.00     |
| 100 | 1900 | CITY ENGINEER      | .00       | .00      | .00     | .00       |
| 100 | 2200 | ALCOHOLIC BEVERAGE | .00       | .00      | .00     | .00       |
|     |      | Total Government   | 507.85    | 64.75    | .00     | 572.60    |
| 100 | 2100 | POLICE DEPT-MADISO | 3,817.00  | 635.50   | .00     | 4,452.50  |
| 100 | 2150 | POLICE FICA        | 213.50    | 31.25    | .00     | 244.75    |
|     |      | Total Police       | 4,030.50  | 666.75   | .00     | 4,697.25  |
| 100 | 2300 | FIRE DEPT-MADISONV | 5,935.75  | 1,911.50 | 298.75  | 8,146.00  |
| 100 | 2350 | FIRE FICA/NON HAZA | 78.50     | 15.50    | .00     | 94.00     |
|     |      | Total Fire         | 6,014.25  | 1,927.00 | 298.75  | 8,240.00  |
| 100 | 3300 | TRANSPORTATION DEP | 1,678.92  | 117.00   | .00     | 1,795.92  |
|     |      | Total Transportati | 1,678.92  | 117.00   | .00     | 1,795.92  |
| 100 | 5000 | CEMETERY DEPARTMEN | 168.75    | 39.00    | .00     | 207.75    |
|     |      | Total Cemetery     | 168.75    | 39.00    | .00     | 207.75    |
| 100 | 7000 | PARK DEPARTMENT    | 1,088.59  | 334.25   | .00     | 1,422.84  |
| 100 | 7100 | POOL EMPLOYEES     | 188.50    | 69.50    | .00     | 258.00    |
|     |      | Total Park         | 1,277.09  | 403.75   | .00     | 1,680.84  |
| 190 | 3100 | SANITATION DEPARTM | 2,566.60  | 195.25   | .00     | 2,761.85  |
|     |      | Total Sanitation   | 2,566.60  | 195.25   | .00     | 2,761.85  |
| 200 | 1000 | UTILITY OFFICE     | 889.75    | 61.00    | .00     | 950.75    |
| 200 | 1001 | METER READING      | .00       | .00      | .00     | .00       |
| 200 | 4500 | LIGHT DISTRIBUTION | 1,633.65  | 76.25    | .00     | 1,709.90  |
|     |      | Total Utility Offi | 2,523.40  | 137.25   | .00     | 2,660.65  |
| 210 | 2000 | WASTEWATER TREATME | 631.84    | 7.50     | .00     | 639.34    |
| 210 | 2001 | WASTEWATER COLLECT | 1,236.25  | 42.25    | .00     | 1,278.50  |
|     |      | Total Wastewater T | 1,868.09  | 49.75    | .00     | 1,917.84  |
| 211 | 4600 | FILTER DEPARTMENT  | 923.50    | 80.50    | .00     | 1,004.00  |
| 211 | 4700 | WATER DEPARTMENT   | 1,434.50  | 146.50   | .00     | 1,581.00  |
|     |      | Total Water        | 2,358.00  | 227.00   | .00     | 2,585.00  |
| 330 | 6000 | MADISONVILLE SPORT | .00       | .00      | .00     | .00       |
|     |      | Total Sports Comp  | .00       | .00      | .00     | .00       |
|     |      | Grand Totals       | 22,993.45 | 3,827.50 | 298.75  | 27,119.70 |



CITY OF  
MADISONVILLE  
KENTUCKY

## PROCLAMATION

**Whereas**, the medical facilities available in our community are of vital interest to each and every citizen; and

**Whereas**, Baptist Health Deaconess Madisonville provides world-class care and unmatched compassion for the residents of Madisonville and Hopkins County; and

**Whereas**, rooted in a tradition of Christian service, Baptist Health Deaconess Madisonville continually expands access to high-quality healthcare delivered by more than 2,000 team members who are ready every single day for the most important day of someone's life; and

**Whereas**, Baptist Health Deaconess Madisonville seeks to be the trusted healthcare provider of choice for Madisonville, Hopkins County, and our region by providing advanced medical services that focus on the wellness and dignity of the whole patient.

**Whereas**, Baptist Health Deaconess Madisonville has recently received their American Nurses Credentialing Center (ANCC) Pathway to Excellence designation. The Pathway designation is a marker to the public that nurses working in the organization are empowered as leaders at the bedside; their voices are included in decision-making processes; their pursuit of lifelong learning is supported; their relationships with other professionals are fostered; and their wellbeing is safeguarded. Pathway to Excellence organizations view nurses as worthwhile investments and recognize their contributions to the overall pursuit of patient care, safety, and quality.

**Now, Therefore**, I, Kevin Cotton, Mayor of City of Madisonville encourage all citizens to recognize Baptist Health Deaconess Madisonville for their American Nurses Credentialing Center (ANCC) Pathway to Excellence designation.

So presented on this 15<sup>th</sup> day of July, 2024.

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Kevin Cotton  
Mayor, City of Madisonville

# Madisonville Fire Department

## Monthly Report

### June 2024

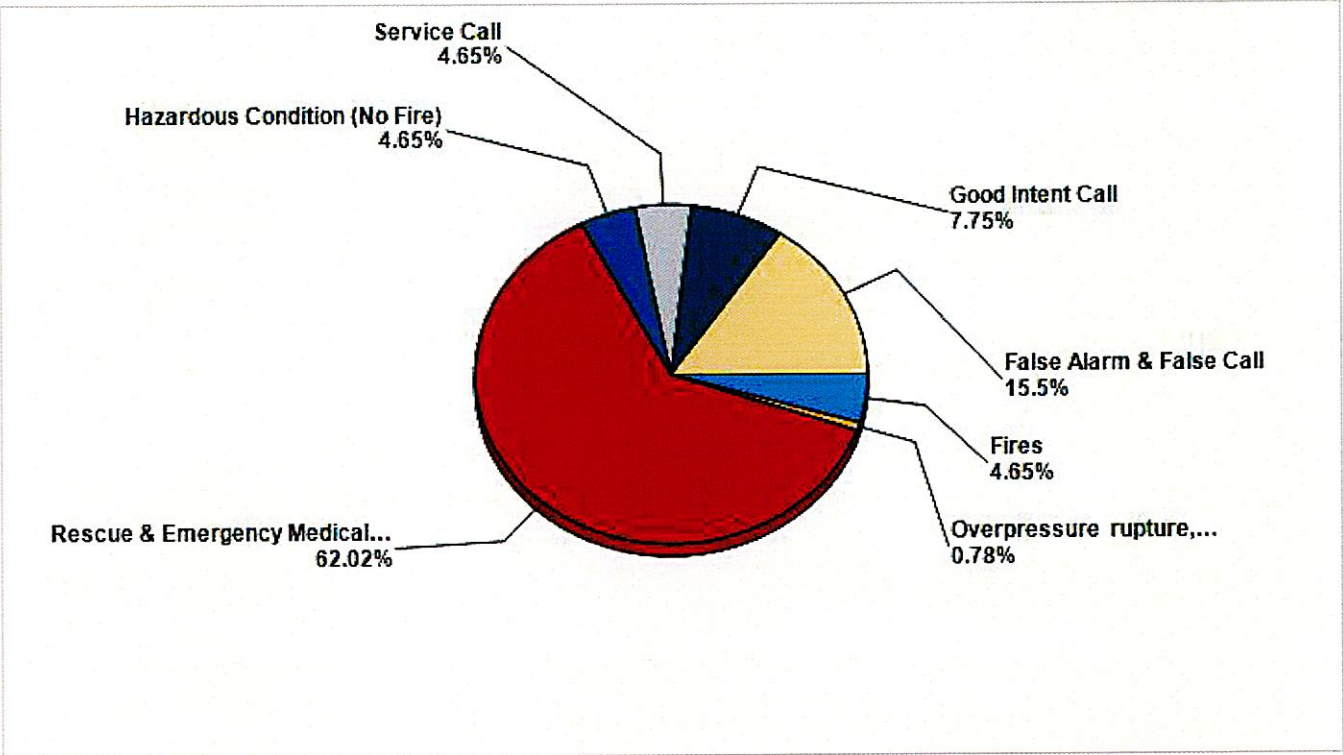


|                                       |                        |         |
|---------------------------------------|------------------------|---------|
| INCIDENT TYPE                         | # INCIDENTS            |         |
| MEDICAL                               | 80                     |         |
| FIRE                                  | 49                     |         |
| TOTAL                                 | 129                    |         |
| # OVERLAPPING                         | % OVERLAPPING          |         |
| 15                                    | 11.63                  |         |
| PRE-INCIDENT VALUE                    | LOSSES                 |         |
| \$5,940.00                            | \$3,450.00             |         |
| DISPATCH TO RESPONDING (AVG: 0:01:48) |                        |         |
|                                       | MEDICAL                | FIRE    |
| Station #1                            | 0:01:45                | 0:02:35 |
| Station #2                            | 0:01:33                | 0:02:03 |
| Station #3                            | 0:01:16                | 0:02:46 |
| Station #4                            | 0:01:51                | 0:02:14 |
| DISPATCH TO ARRIVAL (AVG: 0:05:21)    |                        |         |
|                                       | MEDICAL                | FIRE    |
| Station #1                            | 0:05:11                | 0:06:04 |
| Station #2                            | 0:04:40                | 0:05:08 |
| Station #3                            | 0:06:02                | 0:06:08 |
| Station #4                            | 0:05:27                | 0:05:47 |
| AVERAGE TIME ON SCENE                 | Monthly Training Hours |         |
| 14 min 19 sec                         | 1636                   |         |
| INSPECTIONS                           |                        |         |
| Pre-Incident Inspections              | 55                     |         |
| Fire Prevention Inspections           | 46                     |         |
| Code Enforcement Cases                | 355                    |         |
| COMMUNITY OUTREACH                    |                        |         |
| Community Programs                    | 18                     |         |
| Smoke Alarms Issued                   | 1                      |         |
| Adult Contacts                        | 1178                   |         |
| Children Contacts                     | 292                    |         |

# Madisonville Fire Department

## Incident Breakdown by Type

### June 2024



| MAJOR INCIDENT TYPE                                    | # INCIDENTS | % of TOTAL  |
|--------------------------------------------------------|-------------|-------------|
| Fires                                                  | 6           | 4.65%       |
| Overpressure rupture, explosion, overheating - no fire | 1           | 0.78%       |
| Rescue & Emergency Medical Service                     | 80          | 62.02%      |
| Hazardous Condition (No Fire)                          | 6           | 4.65%       |
| Service Call                                           | 6           | 4.65%       |
| Good Intent Call                                       | 10          | 7.75%       |
| False Alarm & False Call                               | 20          | 15.50%      |
| <b>TOTAL</b>                                           | <b>129</b>  | <b>100%</b> |

# Madisonville Fire Department

## Incident Breakdown by Type

### June 2024



| INCIDENT TYPE                                            | # INCIDENTS | % of TOTAL  |
|----------------------------------------------------------|-------------|-------------|
| 111 - Building fire                                      | 1           | 0.78%       |
| 113 - Cooking fire, confined to container                | 1           | 0.78%       |
| 130 - Mobile property (vehicle) fire, other              | 1           | 0.78%       |
| 131 - Passenger vehicle fire                             | 2           | 1.55%       |
| 154 - Dumpster or other outside trash receptacle fire    | 1           | 0.78%       |
| 251 - Excessive heat, scorch burns with no ignition      | 1           | 0.78%       |
| 300 - Rescue, EMS incident, other                        | 1           | 0.78%       |
| 311 - Medical assist, assist EMS crew                    | 72          | 55.81%      |
| 322 - Motor vehicle accident with injuries               | 3           | 2.33%       |
| 324 - Motor vehicle accident with no injuries.           | 2           | 1.55%       |
| 352 - Extrication of victim(s) from vehicle              | 1           | 0.78%       |
| 361 - Swimming/recreational water areas rescue           | 1           | 0.78%       |
| 410 - Combustible/flammable gas/liquid condition, other  | 1           | 0.78%       |
| 412 - Gas leak (natural gas or LPG)                      | 2           | 1.55%       |
| 440 - Electrical wiring/equipment problem, other         | 1           | 0.78%       |
| 445 - Arcing, shorted electrical equipment               | 1           | 0.78%       |
| 462 - Aircraft standby                                   | 1           | 0.78%       |
| 500 - Service Call, other                                | 1           | 0.78%       |
| 531 - Smoke or odor removal                              | 1           | 0.78%       |
| 554 - Assist invalid                                     | 2           | 1.55%       |
| 561 - Unauthorized burning                               | 2           | 1.55%       |
| 611 - Dispatched & cancelled en route                    | 4           | 3.1%        |
| 622 - No incident found on arrival at dispatch address   | 3           | 2.33%       |
| 631 - Authorized controlled burning                      | 1           | 0.78%       |
| 653 - Smoke from barbecue, tar kettle                    | 1           | 0.78%       |
| 671 - HazMat release investigation w/no HazMat           | 1           | 0.78%       |
| 700 - False alarm or false call, other                   | 1           | 0.78%       |
| 730 - System malfunction, other                          | 1           | 0.78%       |
| 733 - Smoke detector activation due to malfunction       | 7           | 5.43%       |
| 735 - Alarm system sounded due to malfunction            | 5           | 3.88%       |
| 743 - Smoke detector activation, no fire - unintentional | 2           | 1.55%       |
| 745 - Alarm system activation, no fire - unintentional   | 4           | 3.1%        |
| <b>TOTAL INCIDENTS:</b>                                  | <b>129</b>  | <b>100%</b> |

# Madisonville Fire Department

## Pre-Incident Surveys

### June 2024



| ID | NAME                                                           | ADDRESS               | ACTION DATE |
|----|----------------------------------------------------------------|-----------------------|-------------|
| 1  | Allen's Auto Sales                                             | 913 N Main ST         | 06/10/2024  |
| 2  | Amerit (AT&T Truck Repair Garage)                              | 1056 Island Ford RD   | 06/10/2024  |
| 3  | Arby's                                                         | 1375 N Main ST        | 06/10/2024  |
| 4  | AT&T                                                           | 1050 Island Ford RD   | 06/10/2024  |
| 5  | Automotive Express (Muffler Express)                           | 873 S Main st.        | 06/18/2024  |
| 6  | B & B Automotive Repair                                        | 2116 S Main ST        | 06/11/2024  |
| 7  | Baptist Health Urgent Care                                     | 1851 N. Main St.      | 06/11/2024  |
| 8  | Belvia's Hair Salon                                            | 222 E Arch ST         | 06/10/2024  |
| 9  | Bluegrass Pharmacy / Home Medical                              | 1128 N Main ST        | 06/10/2024  |
| 10 | Brother's BBQ                                                  | 1055 N Main ST        | 06/11/2024  |
| 11 | Browning Springs Middle School                                 | 357 W Arch ST         | 06/18/2024  |
| 12 | Carhartt Cutting Facility                                      | 4550 Hanson RD        | 06/10/2024  |
| 13 | Caris Counseling And Behavioral Health Group                   | 4730 Hanson RD        | 06/18/2024  |
| 14 | Cavanaugh Pools                                                | 951 National Mine DR  | 06/11/2024  |
| 15 | Champion Trophies                                              | 1235 S Main ST        | 06/18/2024  |
| 16 | Comfort Inn & Suites                                           | 545 Powell DR         | 06/18/2024  |
| 17 | Cracker Barrel Old Country Store                               | 1780 E Center ST      | 06/11/2024  |
| 18 | Crist Dentistry                                                | 1340 S Main ST        | 06/12/2024  |
| 19 | Cross Creek Apartments                                         | 1505 Island Ford RD   | 06/10/2024  |
| 20 | Cute As A Button Boutique                                      | 410 E Arch ST         | 06/11/2024  |
| 21 | Dollar Tree                                                    | 1777 S Main ST        | 06/18/2024  |
| 22 | Dos Copas                                                      | 571 E Center ST #C    | 06/10/2024  |
| 23 | E&M HVAC                                                       | 98 Nebo RD            | 06/10/2024  |
| 24 | Exotic Florist                                                 | 1909 South Main ST    | 06/18/2024  |
| 25 | First Care Clinic                                              | 1350 N Main ST        | 06/18/2024  |
| 26 | Formerly Bad Ash BBQ                                           | 206 Madison Square DR | 06/18/2024  |
| 27 | Hidden Hills Apartments                                        | 516 Conner CT         | 06/11/2024  |
| 28 | House of Christina                                             | 575B McCoy AVE        | 06/18/2024  |
| 29 | James Madison Middle School                                    | 510 Brown RD          | 06/10/2024  |
| 30 | Kentucky Farm Bureau                                           | 585 Nebo              | 06/11/2024  |
| 31 | Knight Technologies                                            | 648 S Main ST         | 06/18/2024  |
| 32 | Liquor Stop II                                                 | 4805 Hanson RD        | 06/18/2024  |
| 33 | Little Bethal Baptist                                          | 445 Thompson AVE      | 06/11/2024  |
| 34 | Madisonville Church of Christ                                  | 1035 N Main ST        | 06/10/2024  |
| 35 | Mason & Sons Funeral Home                                      | 409 E Noel AVE        | 06/10/2024  |
| 36 | Mister Taco                                                    | 506 E Center ST       | 06/11/2024  |
| 37 | Naynie's Place LLC                                             | 920 S Main ST         | 06/18/2024  |
| 38 | New Horizons Realty                                            | 671 E Arch ST         | 06/11/2024  |
| 39 | O'Reilly's                                                     | 1233 N Main ST        | 06/10/2024  |
| 40 | Office of the Commonwealth's Attorney                          | 52 E Broadway ST      | 06/11/2024  |
| 41 | River City Pawn                                                | 710 E Center ST       | 06/11/2024  |
| 42 | Saint Mary's Episcopal Church                                  | 163 N Main ST         | 06/11/2024  |
| 43 | Suite A- Barbie Hunt Studio Suite B- Main Street Prayer Center | 113 E Center ST       | 06/10/2024  |

# Madisonville Fire Department

## Pre-Incident Surveys

### June 2024



| ID | NAME                                                     | ADDRESS           | ACTION DATE |
|----|----------------------------------------------------------|-------------------|-------------|
| 44 | Sunoco Gas Station #9021288                              | 600 W Noel AVE    | 06/11/2024  |
| 45 | Sunshine Oil and Gas                                     | 458 N Main ST     | 06/18/2024  |
| 46 | The Gardeners Market                                     | 918 S Main ST     | 06/18/2024  |
| 47 | U.S. Bank                                                | 665 E Center ST   | 06/18/2024  |
| 48 | Vacant (Formerly Avizion Glass)                          | 44 N Franklin ST  | 06/18/2024  |
| 49 | Vette Dreams                                             | 18 N Franklin ST  | 06/10/2024  |
| 50 | Virge Pest Pro                                           | 671 E Arch ST     | 06/11/2024  |
| 51 | Wellness Family Chiropratic                              | 2720 N Main ST    | 06/10/2024  |
| 52 | West Broadway Elementary School                          | 127 W Broadway ST | 06/11/2024  |
| 53 | Woodruff Supply                                          | 628 Lincoln AVE   | 06/10/2024  |
| 54 | Workforce Connections/ MSHA/ Hopkins Count Coal Academy. | 150 School AVE    | 06/11/2024  |
| 55 | WTTL                                                     | 265 S Main ST     | 06/18/2024  |

# Madisonville Fire Department

## Community Events

### June 2024



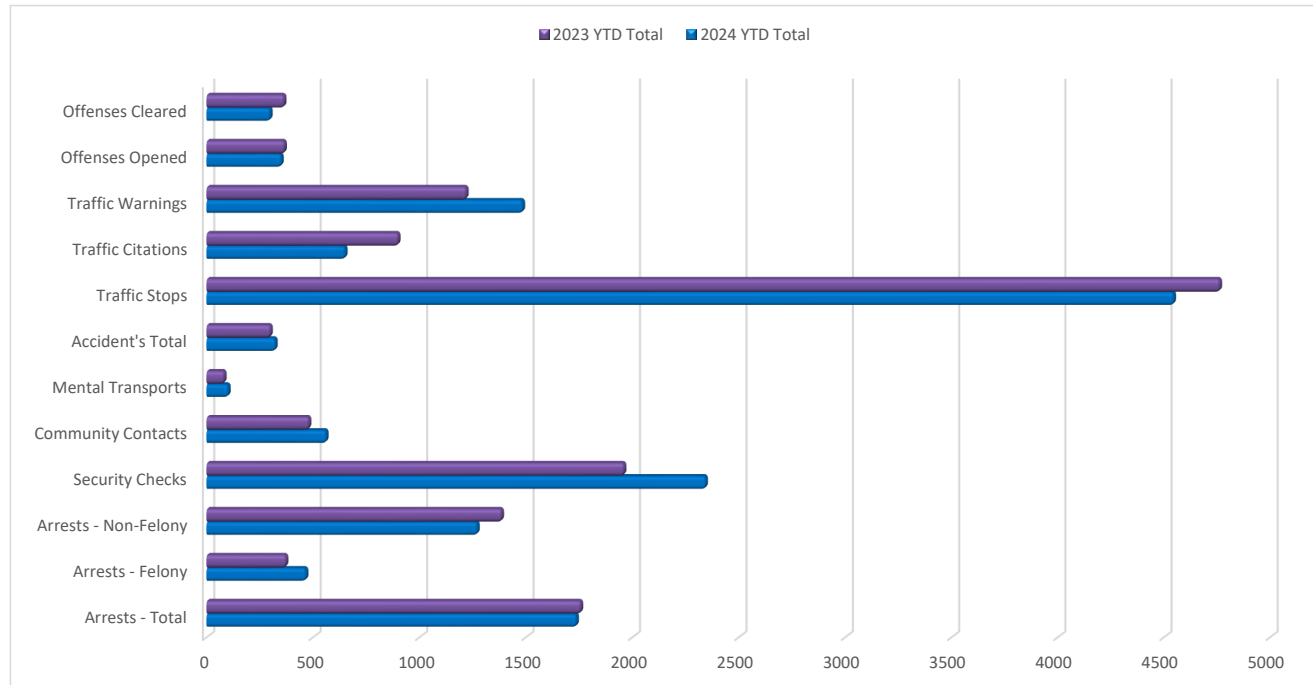
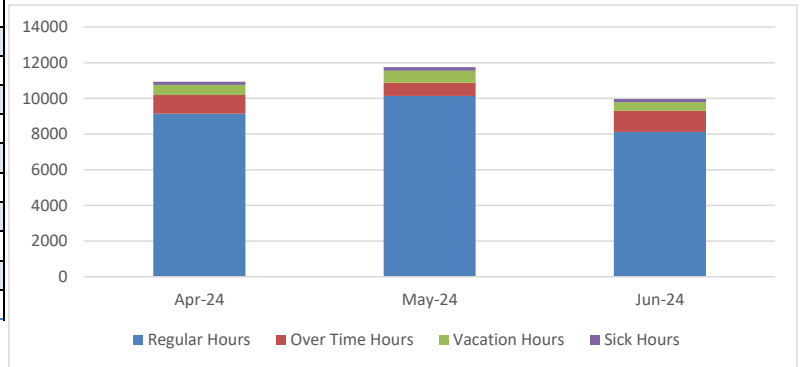
| Public Education                      |            |                           |                                        |
|---------------------------------------|------------|---------------------------|----------------------------------------|
| Run for the Paws                      | 06/08/2024 | Community Event           | Madisonville City Park                 |
| PRP Golf Scramble                     | 06/09/2024 | Public Relations Presence | Madisonville Country Club              |
| Christ the King                       | 06/14/2024 | School Event              | Christ the King                        |
| Movie Night at Festus Claybon Park    | 06/14/2024 | Community Event           | Festus Claybon Park                    |
| Juneteenth Celebration                | 06/15/2024 | Community Event           | Festus Clayborne Park                  |
| Juneteenth Fire Works Show            | 06/15/2024 | Public Relations Presence | Festus Clayborne Park                  |
| Concert at FUB plaza                  | 06/15/2024 | Community Event           | FUB plaza                              |
| MPD POP's Testing standby             | 06/17/2024 | Public Relations Presence | North Hopkins Sports Complex           |
| MPD POP's testing standby             | 06/24/2024 | Public Relations Presence | Madisonville North Hopkins High School |
| MPD POPS Testing                      | 06/26/2024 | Public Relations Presence | North Hopkins Sports complex           |
| Car Seat Inspection                   | 06/26/2024 | Car Seat Inspection       | Station 3                              |
| Christian Assembly Fireworks          | 06/27/2024 | Community Event           | Christian Assembly                     |
| 4th Fest                              | 06/28/2024 | Community Event           | Madisonville City Park                 |
| 4th Fest                              | 06/29/2024 | Community Event           | Madisonville City Park                 |
| Parking/Diversion detail for 4th Fest | 06/29/2024 | Public Relations Presence | McCoy Avenue Park entrance             |
| Smoke Detector Issued                 | 06/29/2024 | Fire Prevention           | 1016 Iroquois                          |
| Parking/Diversion detail for 4th Fest | 06/30/2024 | Public Relations Presence | City Park                              |
| 4th Fest                              | 06/30/2024 | Community Event           | Madisonville City Park                 |



# Madisonville Police Department Council Report July, 2024



| Type                       | Jun-24      | Jun-23       | 2024 YTD Total | 2023 YTD Total | Man Hours       | Apr-24 | May-24 | Jun-24 | Totals   |
|----------------------------|-------------|--------------|----------------|----------------|-----------------|--------|--------|--------|----------|
| Calls - Total Responses    | 3658        | 4049         | 24648          | 24508          | Regular Hours   | 9138.6 | 10143  | 8117.5 | 27398.72 |
| Arrests - Total            | 255         | 298          | 1737           | 1757           | Over Time Hours | 1056.8 | 737.25 | 1194   | 2988.05  |
| Arrests - Felony           | 55          | 69           | 466            | 372            | Vacation Hours  | 560.5  | 669    | 475    | 1704.5   |
| Arrests - Non-Felony       | 200         | 229          | 1271           | 1385           | Sick Hours      | 181.75 | 201.5  | 173.25 | 556.5    |
| Security Checks            | 146         | 236          | 2343           | 1960           | Training Hours  | 440    | 556    | 352    | 1348     |
| Community Contacts         | 83          | 78           | 561            | 480            |                 |        |        |        |          |
| Mental Transports          | 12          | 16           | 101            | 82             |                 |        |        |        |          |
| Accident's Total           | 60          | 59           | 322            | 299            |                 |        |        |        |          |
| Traffic Stops              | 677         | 682          | 4545           | 4762           |                 |        |        |        |          |
| Traffic Citations          | 97          | 97           | 650            | 899            |                 |        |        |        |          |
| Traffic Warnings           | 202         | 170          | 1484           | 1219           |                 |        |        |        |          |
| Offenses Opened            | 46          | 38           | 350            | 365            |                 |        |        |        |          |
| Offenses Cleared           | 35          | 50           | 298            | 363            |                 |        |        |        |          |
| Stolen/Lost Property Value | \$ 3,019.24 | \$ 11,021.10 | \$209,412.30   | \$394,635.78   |                 |        |        |        |          |
| Recovered Property Value   | \$ 593.94   | \$ 4,400.00  | \$29,143.94    | \$71,739.87    |                 |        |        |        |          |
| Average Response Time      | 3.80 Mins   | 3.91 Mins    | 4.08 Mins      | 3.90 Mins      |                 |        |        |        |          |



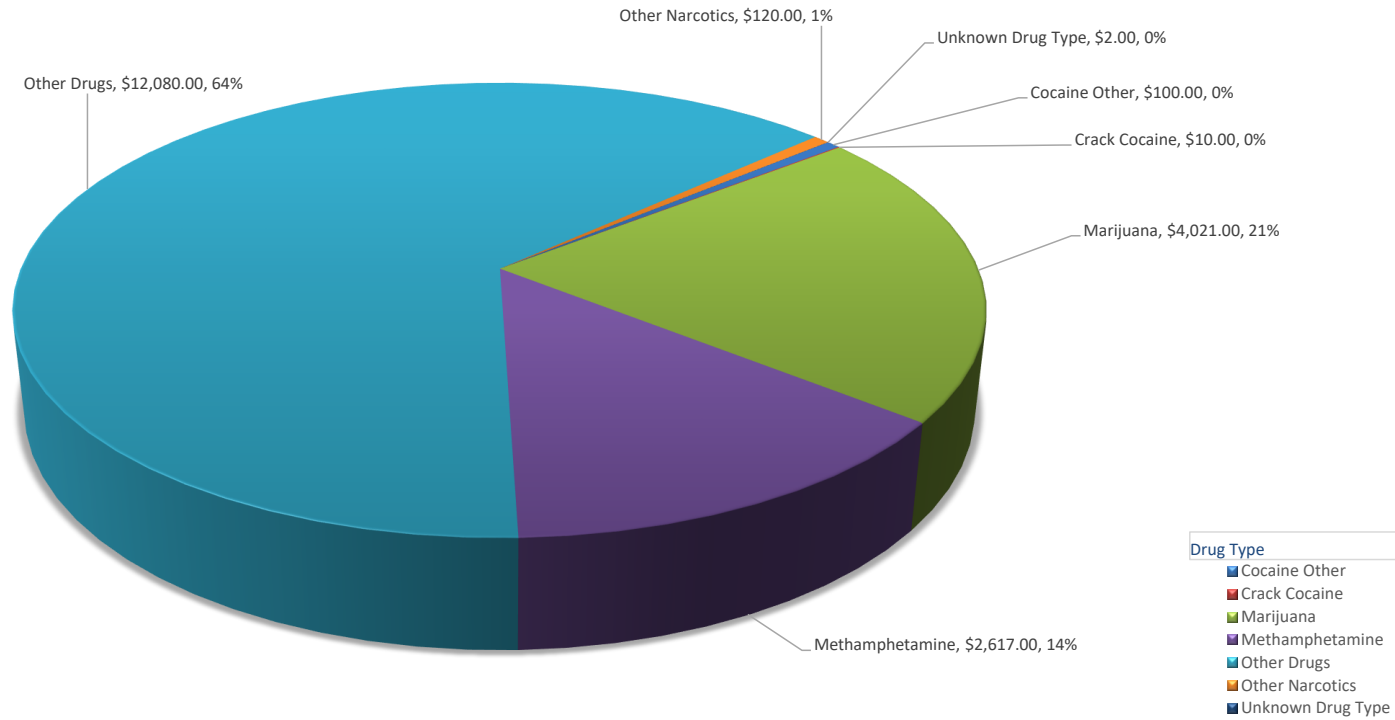


# Madisonville Police Department Council Report July, 2024



Sum of June-2024

### Drug Seizures for the Month



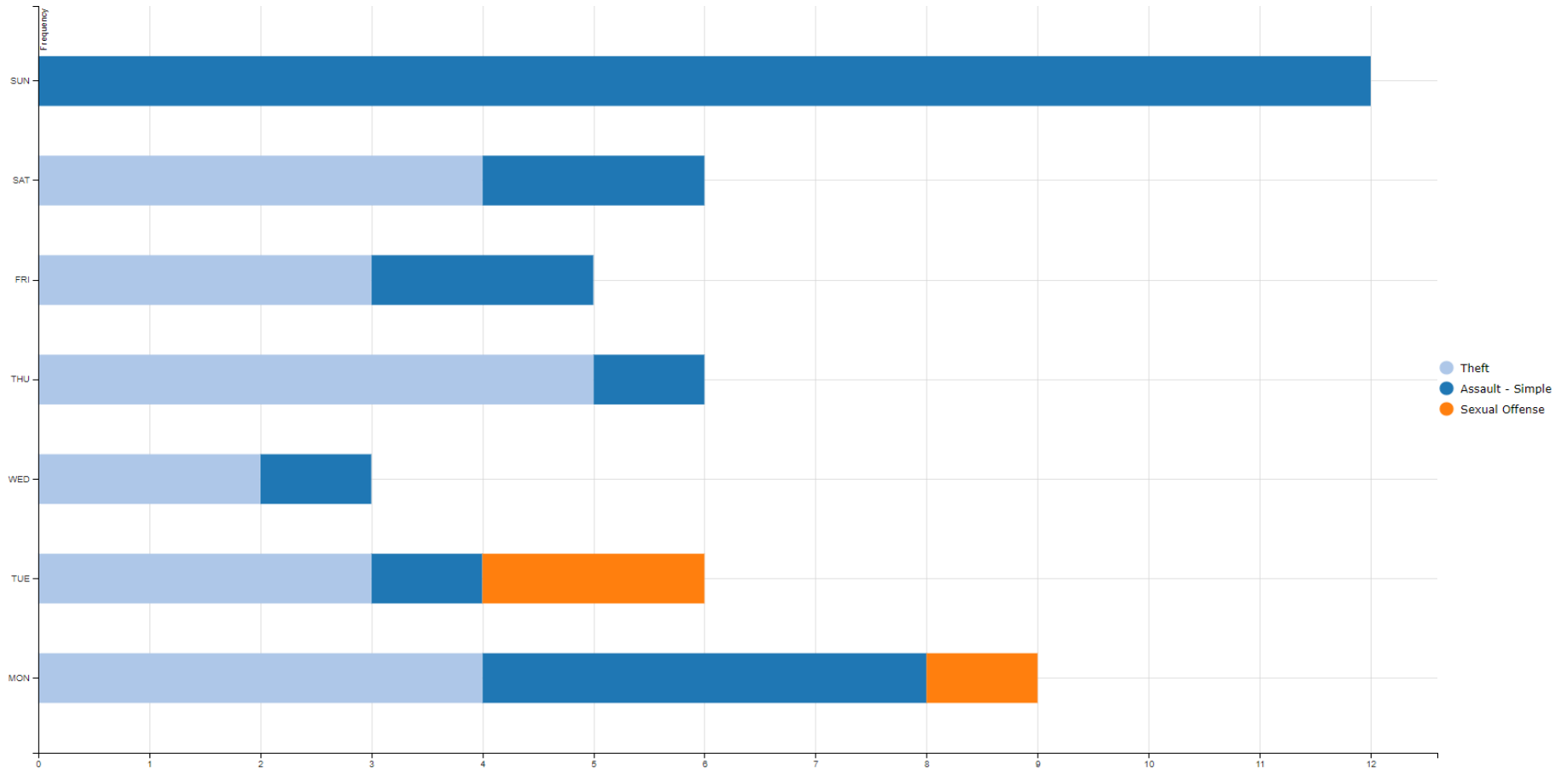
Total Seizure June 2024      \$      18,950.00



# Madisonville Police Department Council Report July, 2024



Part 1 Crimes by Day of Week

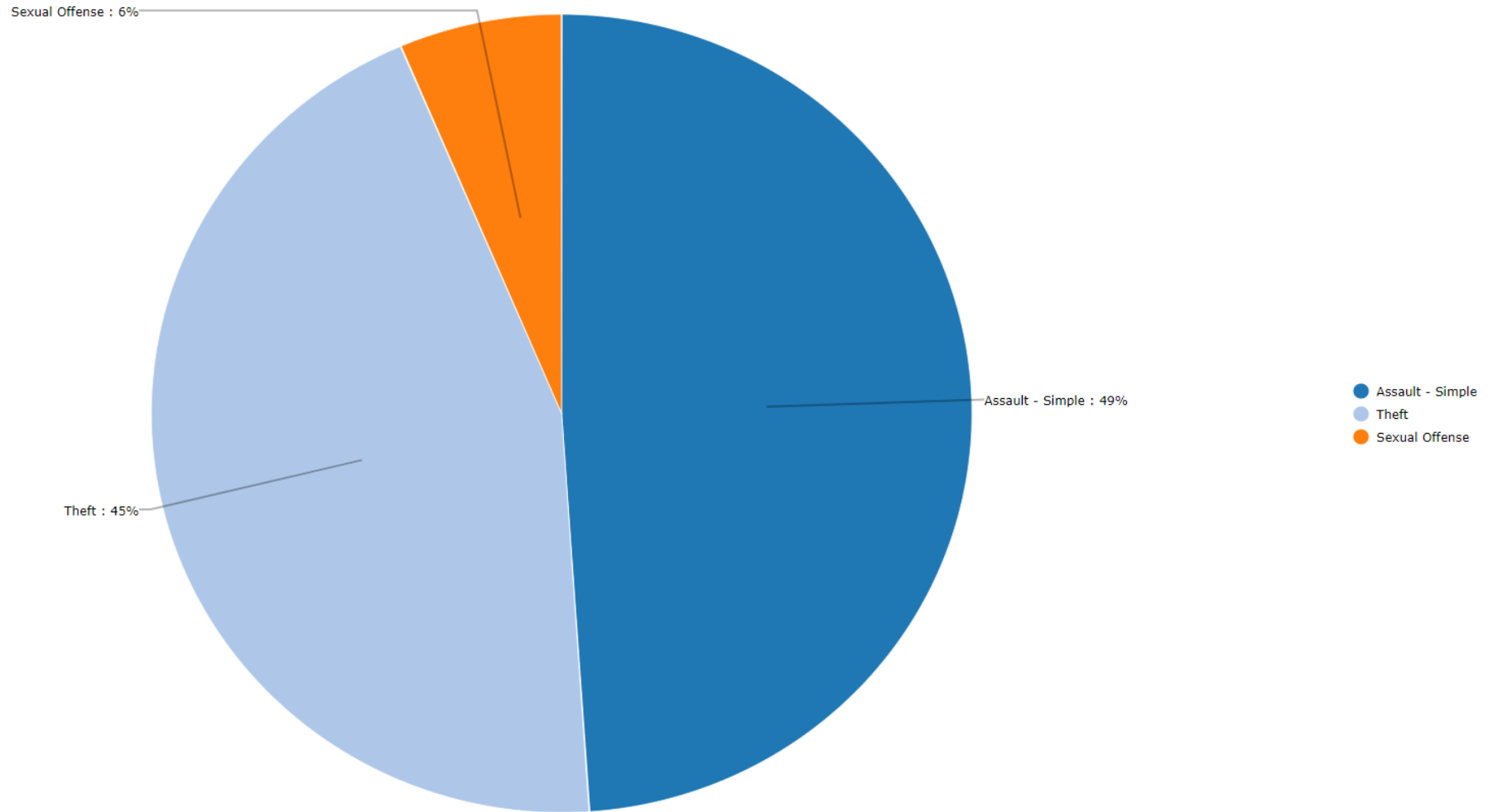




# Madisonville Police Department Council Report July, 2024



Part 1 Crimes

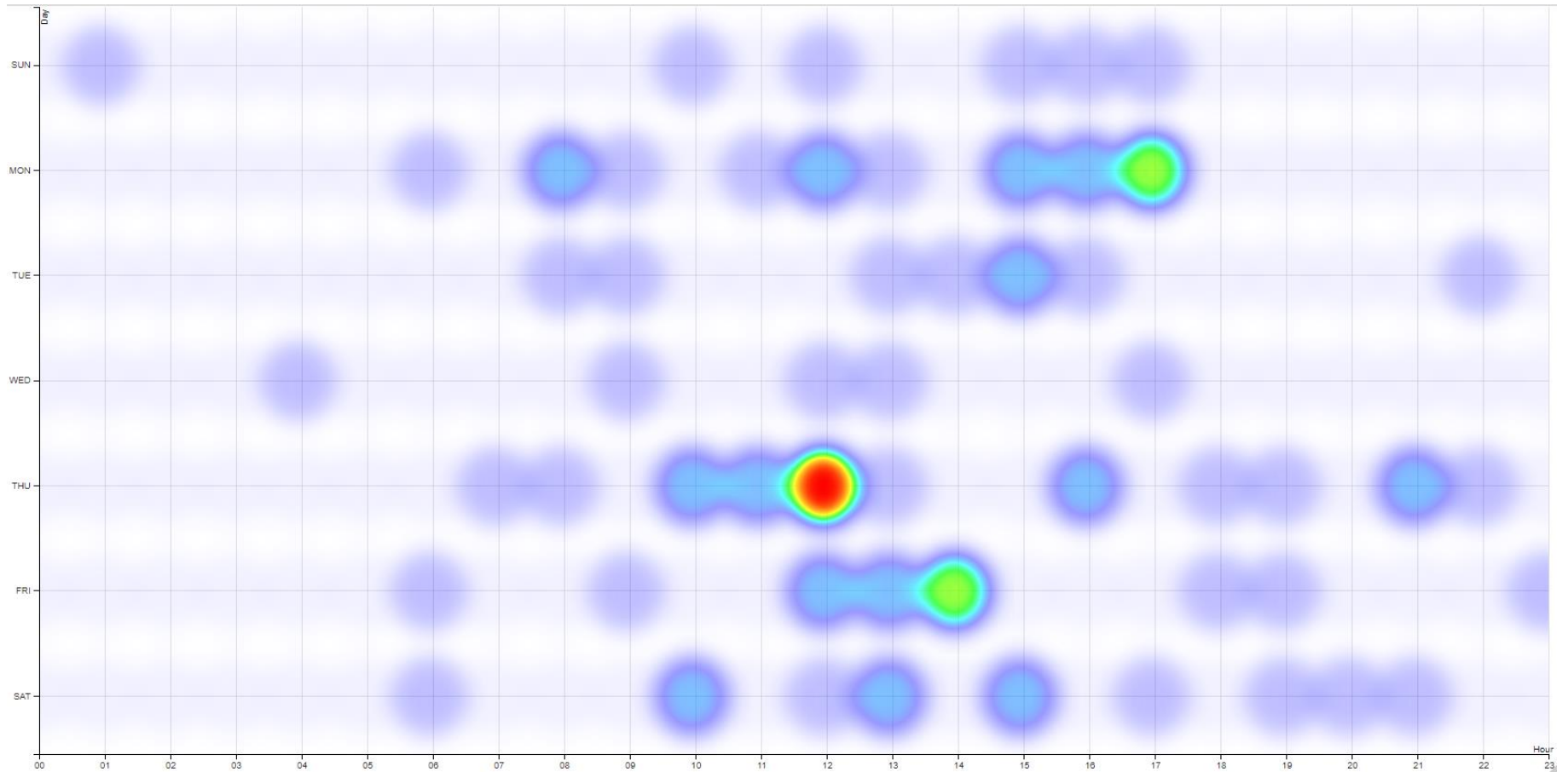




# Madisonville Police Department Council Report July, 2024



Traffic Accident Highest Times

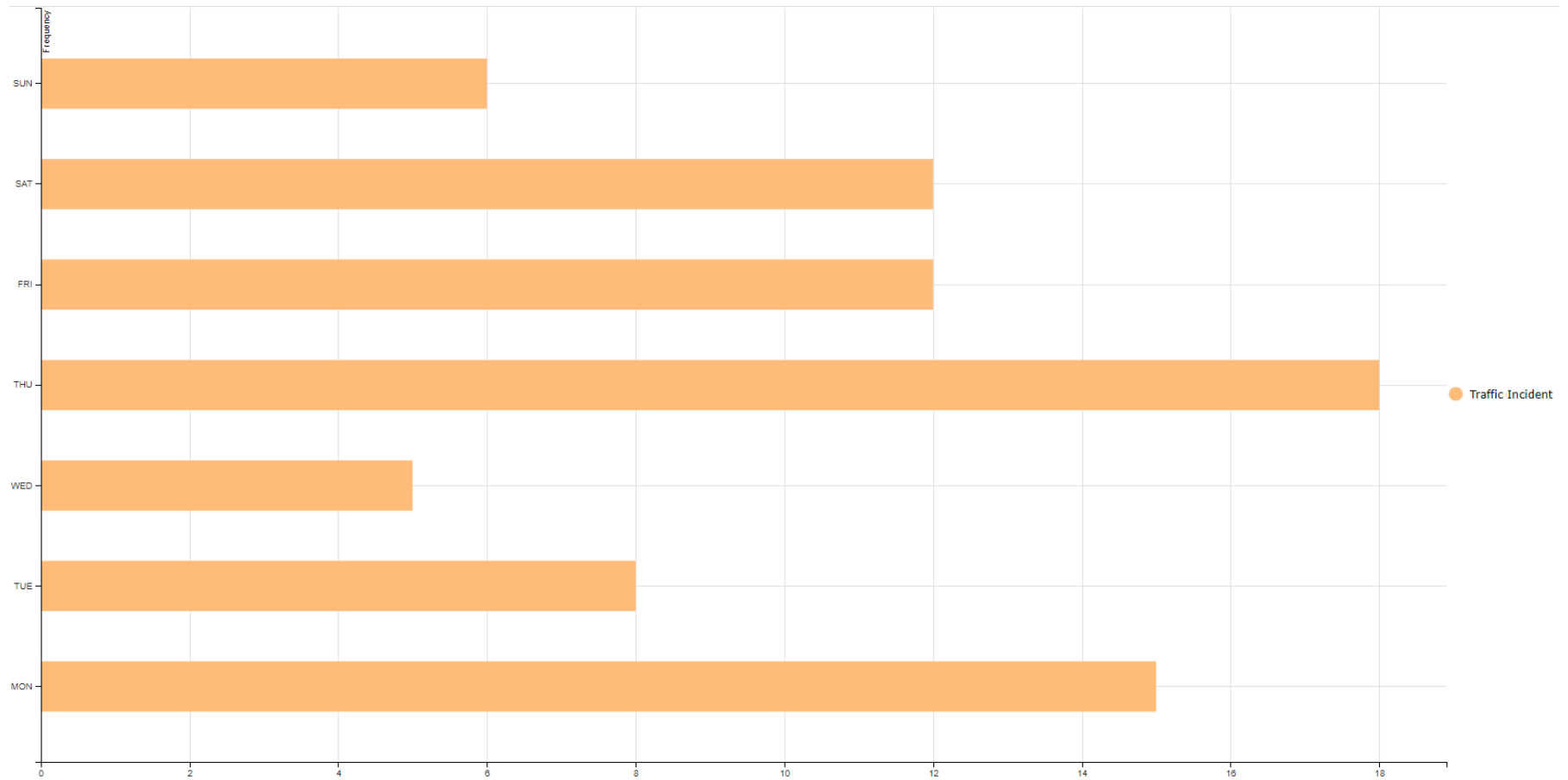




# Madisonville Police Department Council Report July, 2024



Traffic Accidents by Day of Week

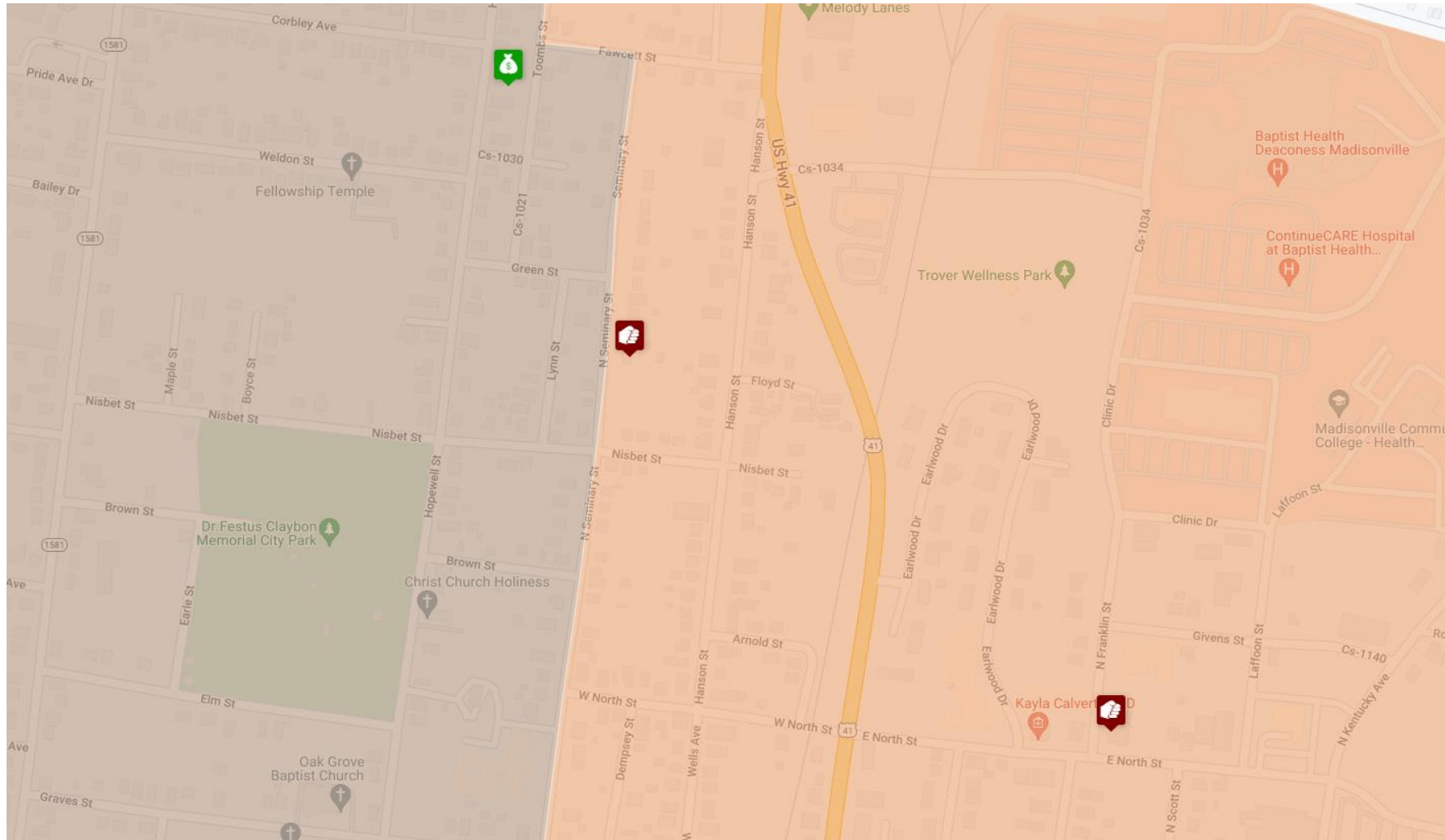




# Madisonville Police Department Council Report July, 2024



## Part 1 Crimes Highest Density

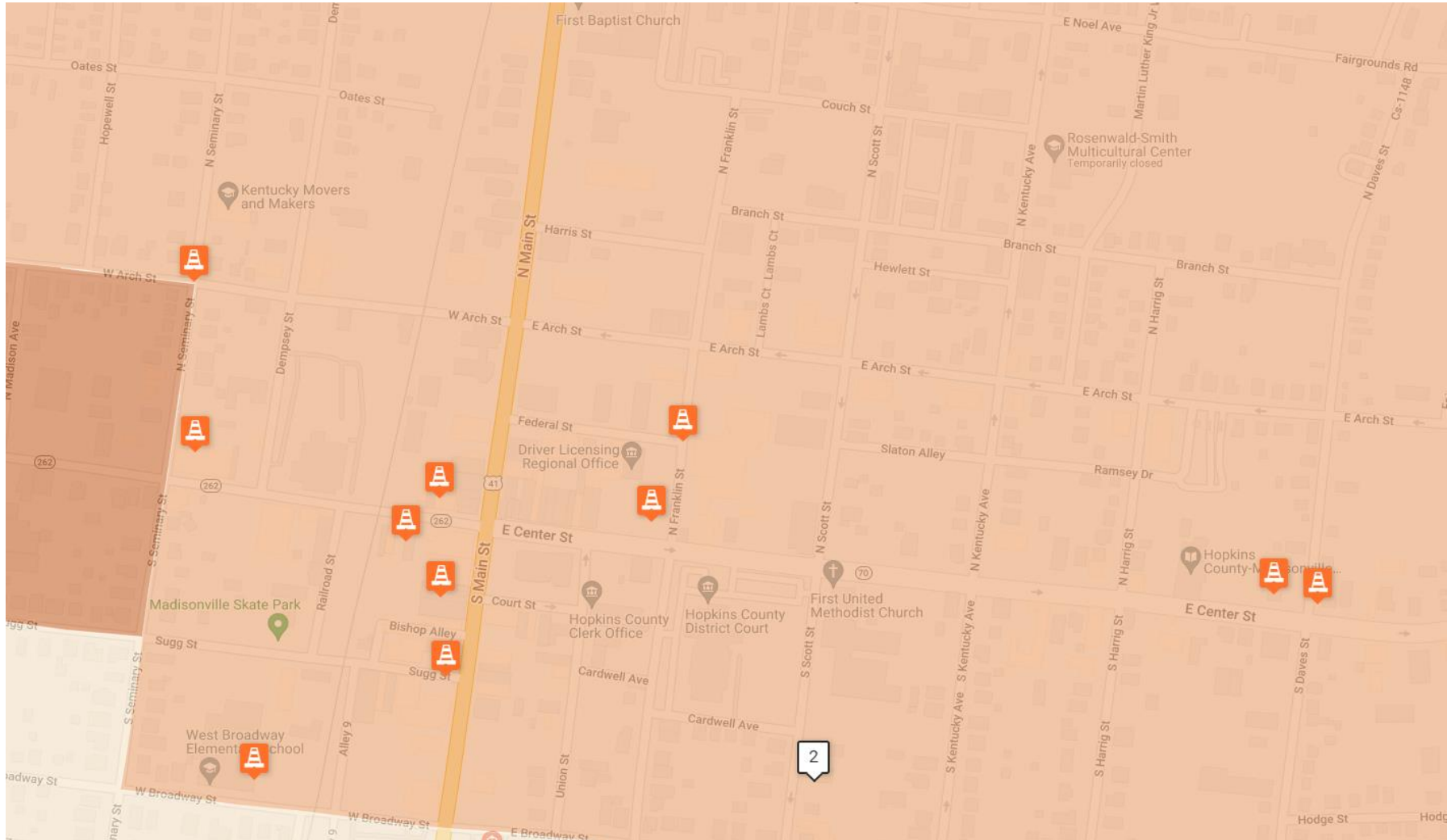




# Madisonville Police Department Council Report July, 2024



## Traffic Accidents Highest Density





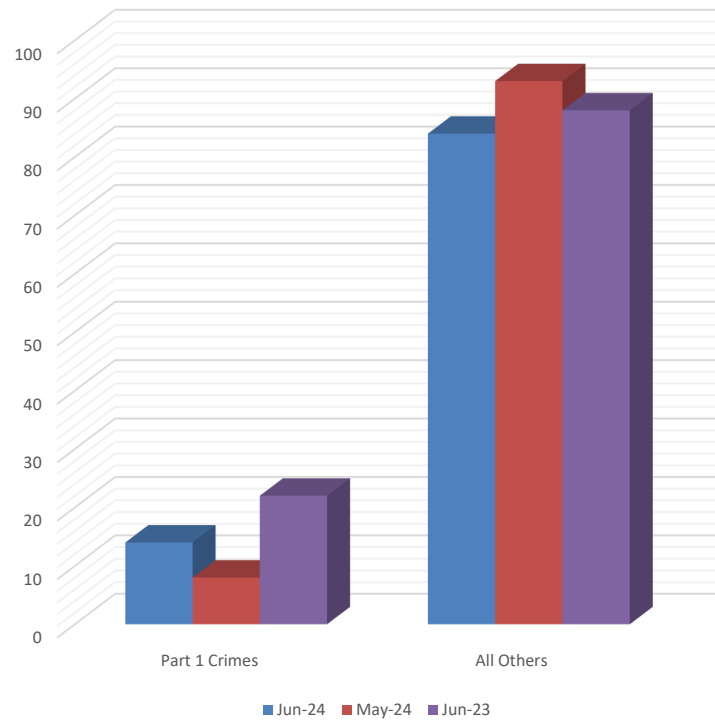
# Madisonville Police Department Council Report July, 2024



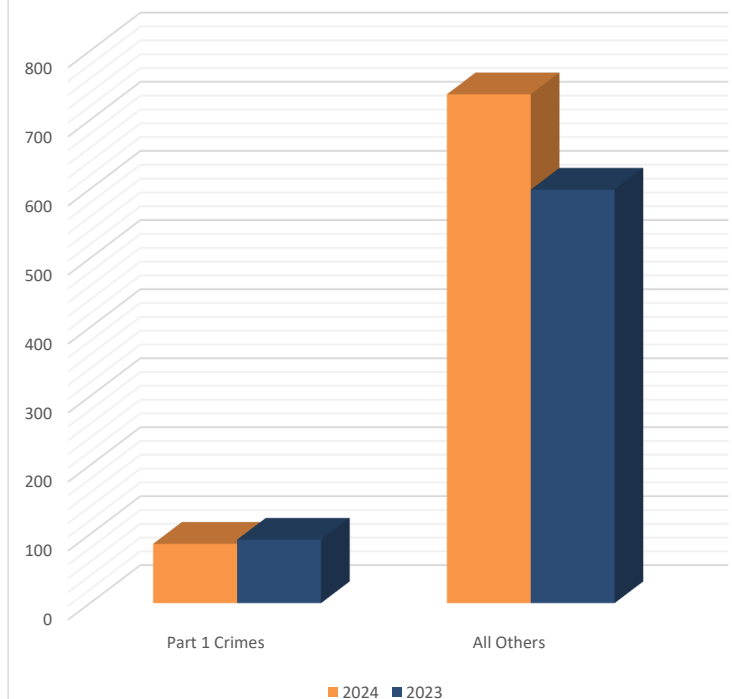
## Crime Statistics Comparison

|               | Jun-24 | May-24 | Difference | Jun-23 | Difference | Calendar Year to Date |      |            |
|---------------|--------|--------|------------|--------|------------|-----------------------|------|------------|
| Part 1 Crimes | 14     | 8      | 75%        | 22     | -36%       | 2024                  | 2023 | Difference |
| All Others    | 84     | 93     | -10%       | 88     | -5%        | 737                   | 599  | 23%        |
| Total         | 98     | 101    | -3%        | 110    | -11%       | 823                   | 691  | 19%        |

Monthly Comparison



Year to Date Comparison



**CITY OF MADISONVILLE**  
**MUNICIPAL ORDER NO. 2024-16**

**IN RE: RE-APPOINTMENT OF TANYA BOWMAN TO THE CITY OF**  
**MADISONVILLE BOARD OF ETHICS**

IT SHALL BE AND HEREBY IS ORDERED BY THE CITY COUNCIL OF THE CITY OF MADISONVILLE, KENTUCY AS FOLLOWS:

1. That Tanya Bowman shall be, and hereby is, re-appointed to the Board of Ethics;
2. The term of Tanya Bowman shall be for three (3) years and ending August 1, 2027,
3. That Tanya Bowman serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
4. That this order become effective August 1, 2024.

This the 15<sup>th</sup> of July, 2024.

\_\_\_\_\_  
Kevin Cotton, Mayor

ATTEST:

\_\_\_\_\_  
Kim Blue, City Clerk

**CITY OF MADISONVILLE**  
**MUNICIPAL ORDER NO. 2024-17**

**IN RE: REAPPOINTMENT OF DEBBIE ALLEN TO THE TREE BOARD**

IT SHALL BE AND HEREBY IS ORDERED BY THE CITY COUNCIL OF THE CITY OF MADISONVILLE, KENTUCY AS FOLLOWS:

1. That Debbie Allen shall be, and is, re-appointed to the Tree Board;
2. That the term of Debbie Allen shall be for three (3) years and ending August 2, 2027.
3. That Debbie Allen shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.

This the 15<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
Kevin Cotton, Mayor

ATTEST:

\_\_\_\_\_  
Kim Blue, City Clerk

**CITY OF MADISONVILLE  
OFFICE OF THE MAYOR  
EXECUTIVE ORDER 2024-3**

**EXECUTIVE ORDER RELATING TO THE RE-APPOINTMENTS OF MARK  
METCALFE AND JIMMY RIDDLE TO THE AIRPORT BOARD**

**KNOW ALL MEN BY THESE PRESENTS:**

That Kevin Cotton, Mayor of the City of Madisonville, Kentucky, pursuant to the authority vested in him by applicable law, **DO HEREBY ORDER** as follows:

- 1) That Mark Metcalfe and Jimmy Riddle hereby are, re-appointed to the Airport Board; and
- 2) That the term of Mark Metcalfe and Jimmy Riddle shall be for a period of 4 years concluding on, August 1, 2028; and
- 3) That Mark Metcalfe and Jimmy Riddle shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.

On this 15<sup>th</sup> day of July, 2024.

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Kevin Cotton, Mayor

ATTEST:

---

Kim Blue, City Clerk

**CITY OF MADISONVILLE  
OFFICE OF THE MAYOR  
EXECUTIVE ORDER 2024-4**

**EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF KENT WAIDE TO  
HOPKINS COUNTY JOINT PLANNING COMMISSION**

**KNOW ALL MEN BY THESE PRESENTS:**

That, Kevin Cotton, Mayor of the City of Madisonville, Kentucky pursuant to the authority vested in him by applicable law **DOES HEREBY ORDER** as follows:

- 1) That Kent Waide shall be, and hereby is appointed to the Hopkins County Joint Planning Commission.
- 2) That the term of Kent Waide shall be for the expired term of JW Durst concluding on August 3, 2024.
- 3) That the term of Kent Waide shall be for the term of three (3) years ending on August 3, 2027.
- 4) That Kent Waide shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
- 5) That this order become effective the 3<sup>rd</sup> day of August, 2024.

\_\_\_\_\_  
Kevin Cotton, Mayor

ATTEST:

\_\_\_\_\_  
Kim Blue, City Clerk

**CITY OF MADISONVILLE  
RESOLUTION 2024-22**

**RESOLUTION TO DECLARE 25 ACRES AS SURPLUS PROPERTY**

**WHEREAS**, the City of Madisonville owns the following property:

25 acres, being a portion of Map Parcel 66.9 located directly east of the Seller's Wastewater Treatment Plant at 1757 AC Slaton Road, Madisonville, Kentucky

**WHEREAS**, the City of Madisonville requests to dispose of the 25 acres by means appropriate according to KRS 82.083.

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The 25 acres is now declared as surplus property.
2. The City is authorized to dispose of the property by means according to KRS 82.083.

**CITY OF MADISONVILLE  
RESOLUTION R-2024-23**

**RESOLUTION OF THE CITY OF MADISONVILLE, KENTUCKY AUTHORIZING THE  
MAYOR OR DESIGNEE TO SIGN ALL NECESSARY PAPERWORK FOR A REAL  
ESTATE SALE AND PURCHASE AGREEMENT**

**WHEREAS**, the governing body of the City of Madisonville, Kentucky has agreed to enter into a Real Estate Sale and Purchase Agreement between the City of Madisonville, Kentucky and Kentucky Municipal Energy Agency;

**WHEREAS**, the City of Madisonville will sell to Kentucky Municipal Energy Agency certain parcel of real estate comprising approximately 25 acres, being a portion of MAP Parcel 66.9, located directly east of the Seller's Wastewater Treatment Plant at 1757 A.C. Slaton Road, Madisonville, Kentucky 42431 for the sales price of Ten Thousand Dollars (\$10,000.00) per acre.

**NOW, THEREFORE, BE IT RESOLVED** on this 15<sup>th</sup> of July, 2024 by the City of Madisonville, Kentucky authorize that the Mayor or his designee sign all paperwork necessary to sell the 25 acres to Kentucky Municipal Energy Agency.

## **REAL ESTATE SALE AND PURCHASE AGREEMENT**

**THIS REAL ESTATE SALE AND PURCHASE AGREEMENT** (this “Agreement”) is made and entered into as of the 1<sup>st</sup> day of August, 2024, by and between **CITY OF MADISONVILLE, KENTUCKY**, a municipality and political subdivision of the Commonwealth of Kentucky (“Seller”) and **KENTUCKY MUNICIPAL ENERGY AGENCY**, an interlocal and public agency established under the laws of the Commonwealth of Kentucky (“Purchaser”). The “Effective Date” of this Agreement shall be the date on which the last party hereto executes this Agreement.

### **W I T N E S S E T H:**

In consideration of the mutual covenants hereinafter set forth, and intending to be legally bound, Seller and Purchaser hereby agree as follows:

1. Agreement to Sell and to Purchase. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms and conditions hereinafter set forth, that certain parcel of real estate comprising approximately 25 acres, being a portion of MAP Parcel 66.9, located directly east of the Seller’s Wastewater Treatment Plant at 1757 A.C. Slaton Road, Madisonville, Kentucky 42431, as more particularly described on Exhibit A attached hereto, together with all improvements and fixtures located thereon (the “Property”), all easements (including, without limitation, easement rights over any access road or driveway which is not located in its entirety within the Property), privileges and appurtenances thereto, all licenses, permits and governmental approvals and entitlements associated therewith, all rents and income therefrom arising from and after the date of Closing (as hereinafter defined). Purchaser intends to construct, equip and operate a 75 MW Natural Gas Reciprocating Internal Combustion Engine Generating Facility to serve its member utilities (the “Project”). Purchaser is assuming no liability of Seller pursuant to this Agreement, except as expressly set forth herein or in the exhibits hereto. If the survey referred to in Section 20 of this Agreement provides a revised legal description of the real estate, such revised legal description shall, upon mutual agreement of the parties, be substituted for the description contained in Exhibit A hereto.

2. Purchase Price. The purchase price (“Purchase Price”) for the Property shall be calculated at Ten Thousand Dollars (\$10,000) per acre. The Purchase Price shall be payable by wire transfer of immediately available funds or by Purchaser’s check at the Closing (adjusted by the amount of any prorations, allowances or credits provided for in this Agreement).

3. Earnest Money Deposit. Seller has agreed that Purchaser shall not be required to deposit earnest money

4. Closing. The Closing shall occur at a mutually agreeable location of the Seller and the Purchaser or at the offices of Rubin & Hays in Louisville, Kentucky, on or before June 30, 2025. The Closing may also be extended if agreed to in writing by the Seller and the Purchaser. At the Closing, the following shall occur:

A. Conveyance of Title. Seller shall convey to Purchaser, unencumbered, marketable fee simple title to the Property by deed containing special warranty covenants and in recordable form (the "Deed") subject to the following exceptions only (i) applicable zoning rules and regulations affecting the Property, (ii) real estate taxes and assessments which may be a lien on the Property but which are not yet due and payable, (iii) easements, restrictions and stipulations of record as of the date of this Agreement affirmatively approved, or not objected to, by Purchaser subsequent to the date of this Agreement, which do not interfere with the use of the Property by Purchaser, do not materially impair the value of the Property, have not been violated and which do not contain any reversionary clause, and (iv) the coal mineral rights in and underlying the real estate which has previously been severed from the surface estate.

B. Payment of Purchase Price. On the date of Closing, Purchaser shall pay to Seller the amount of the Purchase Price, adjusted as provided in this Agreement.

C. Expenses of Closing. Seller shall pay (i) the cost and expense of preparing the Deed and (ii) the transfer tax, if any, (and documentary stamp taxes and surtaxes, if any) and document recording fees imposed upon the conveyance of the Property to Purchaser. Purchaser shall pay the cost and expense incurred for (i) Purchaser's title examination of the Property and any title insurance policy purchased by Purchaser, (ii) the survey referred to in Section 20 of this Agreement, (iii) financing fees, charges and expenses (if any), and (iv) any inspections of the Property made by Purchaser or on Purchaser's behalf during the Due Diligence Period. Seller and Purchaser shall each bear their own attorneys' fees and other fees and expenses incurred in connection with this transaction.

D. Prorations. Seller represents that to its knowledge there are no taxes, assessments or impositions relating to the Property other than ad valorem real estate taxes, and Seller agrees that to the extent there are taxes, assessments or impositions relating to the Property other than ad valorem real estate taxes, Seller shall be responsible for payment of such taxes, assessments and impositions assessed against the Property for periods prior to the Closing. Seller shall be responsible for payment of all real property taxes assessed against the Property for periods prior to the Closing (including, without limitation, any roll-back or deferred taxes). All taxes, assessments and impositions payable for the calendar year of Closing shall be prorated between Seller and Purchaser on a calendar year basis using the most recent bills for such taxes, assessments and impositions available for the Property. If the actual bills for taxes, assessments and impositions, when issued, differ from the amounts assumed for the proration, each party's prorated amount shall be adjusted and payment made by the party owing an additional prorated payment to the other party within thirty (30) days of determination thereof. Notwithstanding the foregoing, any request to re-prorate such taxes must be made by the requesting party no later than ninety (90) days after the issuance of the actual tax bill. The terms of this paragraph shall survive closing.

E. Possession. Seller shall deliver exclusive possession of the Property to Purchaser on the date of Closing.

F. Other Documents. Seller shall deliver to Purchaser and Purchaser's title insurance company [i] an affidavit sufficient to have Purchaser's title insurance company remove

any exceptions for mechanic's and materialmen's liens and parties in possession and other "pre-printed" title exceptions, [ii] a "FIRPTA" affidavit to the effect that Seller is not a foreign corporation or other foreign entity within the meaning of Section 1445 of the Internal Revenue Code of 1986 (as amended), [iii] any documentation or information required by Kentucky or local law or information or documentation required by Purchaser's title insurance company to delete any "gap" exception covering the effective date of the last updated title commitment and the actual recording of the deed and to otherwise satisfy its other Schedule B, Section 1 requirements, and [iv] such other information and documentation as Purchaser, Purchaser's title insurance company, or Purchaser's lender may require.

5. Access and Cooperation. Purchaser and its agents, employees, contractors and designees, at any time after the Effective Date, shall have the right to enter upon the Property at their sole risk for the purposes of satisfying the contingencies set forth in Section 20 and conducting inspections, studies and investigations of the Property, including the right to take and remove subsoil and vegetation samples therefrom, and the right to inspect and examine reports, records and plans and specifications relating to the Property. Purchaser's exercise of its right of entry and inspection shall in no event release the Seller from its warranties and representations as set forth herein. Seller agrees to cooperate with Purchaser in Purchaser's attempt to satisfy the contingencies set forth in Section 20. Purchaser shall indemnify and hold Seller harmless from and against any and all cost, expense (including reasonable attorneys' fees), liability or damage arising out of any third party claims or mechanics liens filed against the Property as a result of Purchaser's investigations and inspections, or claims or demands made in connection with work performed by or on the behalf of Purchaser.

6. Maintenance, Utilities and Insurance. Until the date of Closing, Seller shall, at Seller's sole cost and expense: [i] maintain the Property (including any structures which may be constructed on the Property) in good condition and repair and fully comply with all obligations of Seller under any contracts affecting the Property, [ii] pay for all water, gas, electricity, and other utilities used or consumed in connection with the Property which are not the responsibility of the Purchaser, [iii] insure the Property against damage or destruction by fire and all other risks covered by an extended coverage insurance policy, and [iv] obtain, or cause to be obtained, and keep in force and effect comprehensive public liability and property damage insurance providing coverage for injury to person (including death) and property damage (including the loss of use thereof) with reasonable limits of liability, and [v] keep in force and effect any other insurance coverage Seller has relating to the Property.

7. Condemnation and Casualty. If, prior to the date of Closing: [i] the Property, or any portion thereof, is taken or appropriated by virtue of eminent domain or similar proceedings, or [ii] any improvement on the Property is damaged by fire or other casualty and not restored to its former condition by the date of Closing, Purchaser in either such event may rescind and terminate this Agreement or continue the same in full force and effect, at Purchaser's sole discretion. If Purchaser terminates this Agreement, then Seller shall be entitled (as between Seller and Purchaser) to receive all insurance proceeds or condemnation proceeds paid for that portion of the Property damaged or taken. If Purchaser elects to maintain this Agreement in full force and effect, then (a) Purchaser shall be entitled to receive all insurance proceeds or condemnation

proceeds paid for that portion of the Property damaged or taken and not expended for repairs, or (b) if the insurance proceeds or condemnation proceeds have been paid to Seller, then Purchaser shall receive a credit against the Purchase Price equal to the amount of insurance proceeds or condemnation proceeds paid to Seller and not expended for repairs. If Purchaser elects to rescind this Agreement by reason of such condemnation or casualty, neither party shall have any further liability hereunder.

8. Notices. All notices required or permitted by this Agreement shall be deemed given if delivered in writing by email, hand delivery or by overnight courier service, to the address hereinafter set forth for the recipient of such notices or to such other address as shall be designated by either Purchaser or Seller in accordance with this Section, and shall be deemed given the date such notice was given as to email and hand delivery, and shall be deemed given one (1) day after delivered if delivered by overnight courier.

If to Seller:

City of Madisonville, Kentucky  
Attn: Mayor Kevin Cotton  
67 North Main Street  
Madisonville, Kentucky 42461  
Email: [kcotton@madisonvillegov.com](mailto:kcotton@madisonvillegov.com)

If to Purchaser:

Kentucky Municipal Energy Agency  
Attn: Doug Buresh  
1700 Eastpoint Parkway, Suite 220  
Louisville, Kentucky 40223  
Email: [dburesh@kyme.org](mailto:dburesh@kyme.org)

9. Brokers. Seller and Purchaser each hereby represents and warrants to the other that they have not dealt with any broker, consultant, finder or like agent who might be entitled to any compensation in connection with the sale of the Property to Purchaser.

10. Covenants, Representations and Warranties of Seller. Seller covenants, represents and warrants to Purchaser that:

A. Seller currently has, and on the date of Closing will have, good and marketable title to the Property, subject to no liens or encumbrances other than those permitted in Section 4A hereof or which will otherwise be satisfied on or before the date of Closing;

B. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms;

C. Seller has no knowledge of, and Seller has not received nor given any notice of, (i) any existing and/or uncorrected violation of any fire, zoning, building, environmental, or health law or regulation, or any other federal, state or local law or regulation affecting the Property, or (ii) any notice of taking or condemnation, or intent to take or condemn all or any portion of the Property;

D. Seller has full power and authority, and has taken, or shall take by the Effective Date, all required governmental action, to authorize the execution, delivery and performance of this Agreement by Seller, and this Agreement does not conflict with any agreement to which Seller is a party;

E. Seller has not received any notice of any action, suit, litigation or proceeding of any nature pending, threatened, against or affecting the Property, or any portion thereof, which could result in the obtaining of a lien or other interest in the Property by any third party, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality;

F. The current use of the Property and improvements thereon by Seller fully complies with all applicable codes and other applicable laws, regulations and ordinances (including without limitation applicable environmental, zoning, building and land use laws, regulations and ordinances;

G. On the date of Closing there will be no unpaid claims of contractors, materialmen or laborers which could give rise to a lien against the Property and Seller shall and hereby does indemnify Purchaser against any loss, cost (including reasonable attorneys' fees), claim, or liability incurred or asserted against Purchaser by reason of any mechanic's or materialman's lien filed against the Property for work performed at the request of or for the benefit of Seller;

H. Except as specifically disclosed in the Environmental Reports (as hereinafter defined), no underground or above-ground storage tank is located on the Property;

I. Except with respect to matters reported in those certain environmental assessment reports described on Exhibit B hereto, if any, complete copies of which (if any) Seller represents and warrants have been furnished to Purchaser (the "Environmental Reports"), the Seller, except as set forth on Exhibit B, has not caused or permitted any Hazardous Material (hereinafter defined) to be discharged or disposed of on, under or at the Property or any part thereof, and, to the best of Seller's knowledge, neither the Property nor any part thereof contains any Hazardous Material, and neither the Property nor any part thereof has ever been used (whether by the Seller or, by any other person) as a dump site or storage (whether permanent or temporary) site for any Hazardous Material. For the purposes of this Agreement, "Hazardous Material" means and includes asbestos and petroleum products and any other hazardous, toxic or dangerous waste, substance or material defined as such in, or for purposes of, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. 9601 et seq.), any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material;

J. Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects any portion of the Property.

K. Seller agrees to restate, ratify and confirm the foregoing representations and warranties in writing as of the date of Closing to the full extent Seller is able to do so as of such date.

11. Default. If Purchaser fails to carry out the material terms of this Agreement or refuses to perform its respective obligations hereunder after no less than fifteen (15) days written notice and a right to cure the same and upon performance by Seller of the obligations of Seller hereunder as a condition to Closing, Seller may terminate this Agreement. If Seller fails to carry out the terms of this Agreement or refuses to perform its respective obligations hereunder upon performance by Purchaser of the obligations of Purchaser hereunder as a condition to Closing Purchaser may pursue any remedy available at law or in equity.

12. Entirety of Agreement. This Agreement constitutes the final, complete and exclusive understanding of the parties with respect to the matters set forth herein, and supersedes all prior and contemporaneous oral and written agreements or understandings as to its subject matter. This Agreement may not be modified or amended except in writing, signed by each of the parties hereto.

13. Gender; Number; Captions. The use of the masculine, feminine or neuter gender, or the singular or plural word or number, shall be deemed to apply to any other gender or word or number as the context of any provisions of this Agreement may require. The term "person" shall include individuals, partnerships, corporations, and all other legal entities. The several captions of this Agreement are inserted for convenience only, and shall be ignored in interpreting the provisions of this Agreement.

14. Assignment and Succession. The covenants, conditions and agreements made and entered into by the parties to this Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

15. No Third Party Beneficiary. No person, firm, partnership, corporation, joint venture or other legal entity (except for Seller and Purchaser, and their respective successors and assigns) is intended to be or shall be deemed to be a beneficiary of any of the terms, conditions and provisions of this Agreement, except under a separate agreement signed by Seller and Purchaser.

16. Risk of Loss. Until the delivery of the Deed, all risk of loss with respect to the Property shall continue to be borne by Seller.

17. Time of the Essence. Time shall be of the essence in the performance by Seller and Purchaser of all of their respective obligations under this Agreement.

18. Governing Law. The provisions of this Agreement shall be construed, enforced and governed in all respects by the laws of the Commonwealth of Kentucky.

19. Survival of Representations, Warranties and Covenants. All representations, warranties and covenants of Seller and Purchaser set forth in this Agreement shall survive the Closing for a period of one (1) year and shall not be merged into the Deed.

20. Contingencies. The obligations of Purchaser under this Agreement are contingent upon satisfaction of the following conditions established for Purchaser's benefit, on or before the Closing Date (unless any such contingency has been waived in writing by Purchaser):

A. Purchaser (at Purchaser's sole expense) obtaining an environmental report of the Property, from an individual selected by Purchaser, which shall not disclose any condition rendering the Property unsuitable for its intended use, as determined by Purchaser in its reasonable discretion;

B. Purchaser obtaining (at Purchaser's sole expense) an approval from the Kentucky Siting Board for the construction, equipping and operation of the proposed Project;

C. Purchaser obtaining (at Purchaser's sole expense) a title insurance commitment (with such affirmative insurance and endorsements as may be reasonably requested by Purchaser) in form and substance satisfactory to Purchaser and containing exceptions to title only that Purchaser is willing to accept (or, in the case of monetary liens, those which Seller shall remove at or prior to Closing);

D. Purchaser obtaining (at Purchaser's sole expense) an ALTA survey of the Property in form and substance satisfactory to Purchaser prepared by a land surveyor duly licensed in the state in which the Property is located acceptable to Purchaser, which shall include Purchaser's required survey certification and which shall disclose that the proposed Project shall not be situated in a flood plain or flood hazard area, and which shall not disclose any condition rendering the Property unsuitable for its intended use, as determined by Purchaser in its reasonable discretion;

E. Purchaser's title insurance company's receipt of appropriate evidence of the Seller authorizing the Seller's execution, delivery and performance of this Agreement and the documents to be delivered at Closing contemplated herein;

F. Purchaser's receipt of Seller's written certification that all of the representations and warranties of Seller set forth in Section 11 of this Agreement remain true, accurate and complete in every respect as of the date of Closing;

G. Purchaser's is able to build or contract with a natural gas distributor to build a six-inch natural gas line to fuel the Project with natural gas. If requested by the Purchaser the Seller agrees to provide an easement across its property east of Bean Cemetery Road for a natural gas transmission line from Texas Gas Transmission to the Project;

H. Purchaser is able to acquire (at its expense) any easements across private property that may be needed to complete the transmission line from the Project's substation to be built on the Property to the KU 69 kV transmission lines directly across therefrom on AC Slayton Road;

I. Seller will provide Purchaser with taps to Seller's water and wastewater system and connection to the Seller's electric system (the "City's Utilities"). If capital

improvements are required to be made to the City's Utilities to provide the required level of service for operation of the Project, Purchaser will reimburse the Seller for those expenditures made to provide those service levels needed for the Project;

J. Purchaser is able to obtain any necessary changes in zoning classification needed for the operation of the Project and any necessary building, construction and operating permits issued by Madisonville or Hopkins County, Kentucky in order for Purchaser to construct and operate the Project;

K. Purchaser is able to obtain permission to cross the adjacent railroad tracks with the proposed natural gas line and proposed transmission line connecting the Project to the LGE/KU substation serving the Project; and

L. Purchaser has full power and authority, and has taken, or shall take by the Effective Date, all required action by its Board of Directors, to authorize the execution, delivery and performance of this Agreement by Purchaser, and this Agreement does not conflict with any agreement to which Purchaser is a party.

21. Seller and Purchaser acknowledge that Purchaser is a Kentucky public agency and not subject to ad valorem taxation. Purchaser understands that ongoing services provided by the City of Madisonville, Kentucky will be needed for the operation and safety of the Project. Those ongoing services shall include fire protection, emergency medical services, law enforcement and public road access and maintenance. Purchaser agrees to enter into a PILOT Agreement with the City of Madisonville, Kentucky whereby Purchaser will pay to the City of Madisonville, Kentucky an annual payment of \$100,000 per year in lieu of taxes.

*[The remainder of this page is intentionally left blank; signature page follows.]*

**WITNESS** the signatures of Seller and Purchaser as of the above date, but actually on the dates set forth below.

**SELLER:**

**CITY OF MADISONVILLE, KENTUCKY**

By: \_\_\_\_\_

Name: Kevin Cotton

Title: Mayor

Date: August \_\_\_\_, 2024

**PURCHASER:**

**KENTUCKY MUNICIPAL ENERGY  
AGENCY**

By: \_\_\_\_\_

Name: Doug Buresh

Title: President and CEO

Date: August \_\_\_\_, 2024

**EXHIBIT A**

**(Legal Description of Property)**

**EXHIBIT B**

**to Real Estate Sale and Purchase Agreement**

(Environmental Reports)

## **RESOLUTION 2024-24**

### **RESOLUTION OF THE CITY OF MADISONVILLE ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS**

WHEREAS, the Department of Homeland Security has awarded the 2023 Assistance to Firefighters Grant to the City of Madisonville Fire Department; and

WHEREAS, the purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects that were submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Madisonville and Madisonville Fire Department hereby accepts the grant award and approves the award letter received from U.S Department of Homeland Security on July 8, 2024 and authorizes Mayor Kevin Cotton or Fire Chief Jason Eli to sign all related documents for acceptance of this grant.

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 07/08/2024



Jason Eli  
CITY OF MADISONVILLE  
P.O. BOX 705  
MADISONVILLE, KY 42431

EMW-2023-FG-01307

Dear Jason Eli,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$409,641.90 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$20,482.10 for a total approved budget of \$430,124.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Williams", is written over a horizontal line.

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs

# Summary Award Memo

**Program:** Fiscal Year 2023 Assistance to Firefighters Grant

**Recipient:** CITY OF MADISONVILLE

**UEI-EFT:** U8NUJ2SJH1L8

**DUNS number:** 071323489

**Award number:** EMW-2023-FG-01307

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| Object Class     | Total        |
|------------------|--------------|
| Personnel        | \$0.00       |
| Fringe benefits  | \$0.00       |
| Travel           | \$0.00       |
| Equipment        | \$430,124.00 |
| Supplies         | \$0.00       |
| Contractual      | \$0.00       |
| Construction     | \$0.00       |
| Other            | \$0.00       |
| Indirect charges | \$0.00       |
| Federal          | \$409,641.90 |
| Non-federal      | \$20,482.10  |
| Total            | \$430,124.00 |
| Program Income   | \$0.00       |

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

### Approved request details:

## Personal Protective Equipment (PPE)

**CITY OF MADISONVILLE  
RESOLUTION 2024-25**

**RESOLUTION OF THE CITY OF MADISONVILLE, KENTUCKY, ACCEPTING  
THORNBERRY DRIVE INTO THE CITY'S STREET SYSTEM FOR BOTH OWNERSHIP AND  
MAINTENANCE**

**WHEREAS**, Thornberry Drive has been laid off as a public street or way and used without restrictions on a continuous basis by the general public for a period in excess of 15 consecutive years and is conclusively presumed to be a public street or way pursuant to the provisions of KRS 178.025; and

**WHEREAS**, the City of Madisonville is the record title owner of Thornberry Drive by virtue of a deed of conveyance of record in Deed Book 824, page 635, Hopkins County Court Clerk's Office; and

**WHEREAS**, the City of Madisonville finds that it is in the best interest of the public for the City of Madisonville to dedicate Briarwood Drive to the public use and to accept Thornberry Drive into the City's street system for both ownership and maintenance purposes;

**NOW THEREFORE, BE IT RESOLVED** that the City of Madisonville does hereby dedicate Thornberry Drive as a public street or way and accepts Thornberry Drive into the City's street system for both ownership and maintenance purposes.

THIS QUITCLAIM DEED OF CONVEYANCE made and entered into by and between **MOLLIE D. McGAW** and **BARRET H. "SKIP" McGAW II, Trustees of the Barry and Mollie McGaw Trust Under Agreement dated June 29, 2017**, 1776 Anton Road, Madisonville, Kentucky 42431; **JAMES M. THORNBERRY** and his wife, **MARGARET THORNBERRY**, 1025 West Center Street, Madisonville, Kentucky 42431; **JAMES MICHAEL THORNBERRY, JR.** and his wife, **TRACEY L. THORNBERRY**, 1027 West Center Street, Madisonville, Kentucky 42431, and **JOHN ROBERT THORNBERRY** and his wife, **JENNIFER THORNBERRY**, 2410 North Vinegate Circle, Wichita, Kansas 67226, hereinafter referred to as the "Grantors", and the **CITY OF MADISONVILLE, KENTUCKY**, P. O. Box 705, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantee";

WITNESSETH: On May 2, 1994, the Madisonville City Council approved a motion to accept Thornberry Drive as a city street for maintenance purposes; and

WHEREAS, through error and oversight there was no deed of conveyance to the City of Madisonville of the area encompassing Thornberry Drive; and

WHEREAS, it is the desire of the parties that title to Thornberry Drive be conveyed to the City of Madisonville as a city street for street maintenance purposes;

NOW, THEREFORE, for and in consideration of the mutual desires of the parties and in consideration of the premises, there being no cash consideration paid and the property herein conveyed being of nominal value only, the Grantors do hereby grant, bargain, quitclaim and convey unto Grantee, its successors and assigns, the following described real estate located in Madisonville, Hopkins County, Kentucky, more particularly bounded and described as follows:

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A certain parcel of land that abuts the South Right-of-Way of Chelsa Drive, the East Right-of-Way of North Main Street, (U.S. Highway 41), the North End Right-of-Way of Margaret Court, at Martin's Mall in the City of Madisonville, in Hopkins County, Kentucky, said parcel being a (a Part of) Barret H. McGaw Property, Deed Book 613, Page 270- Parcel 1;

And all of [1' x 250' strip of Land], James M. (& Wife) Margaret Thornberry Property, Deed Book 543, Page 83, and the Western remaining portion of James Michael Thornberry Jr. & John Robert Thornberry Property, Deed Book 584, Page 433 - Tract 1. See Also: Plat Cabinet 2, Slide 125), all recorded in the Hopkins County Clerk's Office.

A more particular description follows:

Unless stated otherwise any monument referred to herein as an "iron pin (set)" is a 5/8-inch diameter rebar iron pin, 24 inches in length, with a 1 1/2 inch diameter aluminum cap stamped "AEI LPLS 3560"; and any monument referred to herein as "PKS", is a "PK" nail (set), is Magnetic; and being 1/4" Diameter and 2" in length, with a 2" washer stamped "AEI LPLS 3560".

All bearings stated herein are based on the Kentucky State Plane Coordinate System, NAD 83, South Zone.

**BEGINNING** at a 5/8" iron pin (Found) with an Aluminum I.D. Cap stamped "AEI", (hereinafter referred to as an "AEI Pin Found" in the South Right-of-Way of Chelsa Drive and being the Northwest corner of Nicholas Onate, Deed Book 621, Page 66, said beginning iron pin having Kentucky State Plane Coordinates, NAD 83, South Zone of North 2,014,472.705' and East 1,132,601.354';

Thence leaving said Chelsa Drive with the Western boundary of said Onate for two (2) calls: South 73°18'20" West - 11.78 feet, to an AEI Pin Found; Thence South 05°12'02" West - 236.64 feet, to a 3/4" Iron rebar Pin (Found with no I.D. cap), being a corner with James M. Thornberry Jr., Deed Book 584, Page 571; Thence leaving Onate, with the West line of said James M. Thornberry Jr., South 05°29'51" West, (running along the East back of concrete sidewalk) - 248.42 feet to a "PKS", the Northwest corner of Barret H. McGaw, Deed Book 613, Page 270, Parcel 1; Thence, leaving said Thornberry Jr., with McGaw the following three (3) courses and distances:

- 1.) South 05°29'51" West - 201.15 feet, to an Iron Pavement Pin (Found), at the back of sidewalk;
- 2.) South 01°46'58" West- 152.37 feet to a "PKS" near the back edge of the (last) section of sidewalk;
- 3.) South 01°58'15" West - 139.71 feet to a "PKS";

Thence, the following three (3) SEVERING courses and distances, through McGaw:

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- 1.) South 83°01'55" East - 103.72 feet to a "PKS";
- 2.) Thence South 06°19'42" West - 67.33 feet, to an existing 5/8" iron rebar pin, with an aluminum cap stamped "A.E.I. LPLS 3723", at the Northeast End of Margaret Court, and being a corner to CR&B Investments, LLC, Deed Book 784, Page 661, Parcel 2, Plat Cab. 2, Slide 125;
- 3.) Thence leaving said CR&B, with the North END of Margaret Court, North 83°01'55" West, passing the Northeast corner of Hal H. McCoy, Deed Book 572, Page 206, (the West Right-of-Way of Margaret Court) at 49.15 feet; and continuing for 250.00 feet further, (for a total distance of 299.15 feet) to a 5/8" diameter iron rebar pin (Found), with an aluminum cap stamped "DONAN" - being said McCoy's Northwest corner, at the East Right-of-Way of North Main Street, (U.S. Highway 41);

Thence leaving McCoy with the East Right-of-Way of North Main, North 01°27'03" East 12.04 feet to an Iron Pavement Pin (Found), being a Southwest corner of Barret H. McGaw, Deed Book 613, Page 270, Parcel 1; Thence leaving said McGaw with the East Right-of-Way of North Main, North 01°09'30" East 55.68 feet, to a "PKS", at the Southwest corner of Barret H. McGaw, Deed Book 613, Page 270, Parcel 2; Thence leaving the East Right-of-Way of North Main Street with the Southern line Barret H. McGaw, Deed Book 613, Page 270, Parcel 2, South 83°00'46" East - 150.37' feet to a "PKS", the Southeast corner of Barret H. McGaw, Deed Book 613, Page 270, Parcel 2; Thence with the East boundary of Barrett McGaw Deed Book 613, Page 270, Parcel 2, North 01°58'15" East - 135.21' feet to a 5/8" iron rebar pin (Found, with no I.D. cap), being the Southeast corner of First United Bank and Trust Company, Deed Book 658, Page 765;

Thence leaving McGaw and with East line of said First United Bank and Trust Co., North 01°46'58" East - 153.65 feet to an iron pin (set), at the Southeast corner of Rocket Oil Company, LLC, Deed Book 765, Page 468;

Thence leaving said First United Bank and Trust Co., [Note: The following line runs with Lots 40 - 45 of "Martin's Mall", delineated on two (2) recorded plats in: Cabinet 1, Slide 167; and in Cabinet 1, Slide 199], with the East line said Rocket Oil Co., LLC, Deed Book 765, Page 468, Plat Cabinet 1, Slide 199 - (lots 43, 44 & 45), the East line said Rocket Oil Co., LLC, Deed Book 500, Page 117 - Plat Cabinet 1, Slide 199 - (lot 40), Gary S. (& wife) Julie A. Russell, Deed Book 511, Page 530, Plat Cabinet 1, Slide 167 - (lot 41), and James Gregory Haag, Deed Book 770, Page 100, Plat Cabinet 1 Slide(s) 167 & 199 - (lot 42), North 05°18'11" East - 654.47 feet to a "PK" nail (Found, with washer, no I.D.), being the Southeast corner of Madisonville Realty KY, LLC, Deed Book 763, Page 593;

Thence leaving said Haag with the East lines of said Madisonville Realty KY, LLC, for two (2) calls:

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- 1.) North 05°14'24" East - 14.12 feet to a 5/8" iron pin (found, with no I.D. cap),
- 2.) North 05°14'13" East- 27.64 feet to a 1/2" iron pin (found, with orange I.D. cap stamped "PLS 3277"), being the Northeast corner of said realty company, in the South Right-of-Way of Chelsa Drive;

Thence with said South Right-of-Way of Chelsa Drive South 81°10'23" East - 63.09 feet to the point of **BEGINNING**.

Above description is subject to any and all electric, telephone, gas, water and sewer, lines and easements, and to all other lines, easements and Right-of-Ways that may exist, both recorded and unrecorded.

Containing 1.633 Acres as surveyed by Sidney E. Mitchell Jr. KY LPLS No. 3560, with Associated Engineers, Inc., on October 5, 2022, as shown on the plat attached herewith and incorporated herein by reference.

Being a part of the same real estate conveyed to Barret H. McGaw by deed of record in Deed Book 613, page 270 (Parcel 1); all of a 1 foot strip of ground conveyed to James M. and Margaret Thornberry by deed of record in Deed Book 543, page 83; and being the western remaining portion of the James Michael Thornberry, Jr. and John Robert Thornberry property of record in Deed Book 584, page 433 (Tract 1); Barret H. McGaw died testate on May 24, 2021 and pursuant to paragraph 4 of his Last Will and Testament of record in Will Book 80, page 322, he devised his residuary estate to the Barry and Molly McGaw Family Trust under Agreement dated June 29, 2017, all instruments of record in the Hopkins County Court Clerk's Office.

TO HAVE AND TO HOLD all of the Grantors' right, title and interest in and to the above described real property, together with all of the appurtenances thereunto belonging unto the Grantee, its successors and assigns forever, by way of quitclaim and without warranty of title.

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

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the 30 day of July, 2024.

639

GRANTORS:

Mollie D. McGaw

Mollie D. McGaw, Trustee of the Barry and  
Mollie McGaw Trust under Agreement dated  
June 29, 2017

Barret H. McGaw

Barret H. "Skip" McGaw, Trustee of the  
Barry and Mollie McGaw Trust under  
Agreement dated June 29, 2017

STATE OF KENTUCKY     )  
                                      ) SCT.  
COUNTY OF HOPKINS    )

The foregoing Deed and Consideration Certificate was subscribed, sworn to and  
acknowledged before me by Mollie D. McGaw and Barret H. "Skip" McGaw, Trustees of the Barry  
and Mollie McGaw Trust under Agreement dated June 29, 2017, persons known to me or presenting  
sufficient evidence of their identification, on this the 5<sup>th</sup> day of March, 2024.

Terri Lynn Hack

Notary Public, State at Large, KY

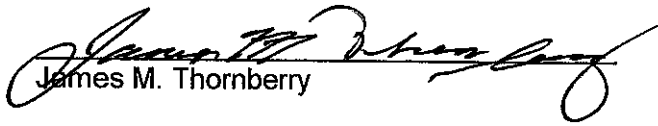
My Commission Expires: 10-9-2026

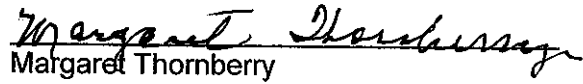
Notary No: KYNP 59122



640

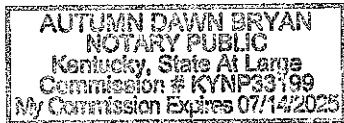
GRANTORS:

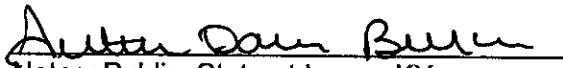
  
James M. Thornberry

  
Margaret Thornberry

STATE OF KENTUCKY     )  
                                      ) SCT.  
COUNTY OF HOPKINS    )

The foregoing Deed and Consideration Certificate was subscribed, sworn to and acknowledged before me by James M. Thornberry and his wife, Margaret Thornberry, persons known to me or presenting sufficient evidence of their identification, on this the 20<sup>th</sup> day of June, 2024.



  
Notary Public, State at Large, KY  
My Commission Expires: 7-14-2025  
Notary No. KYNP33199

641

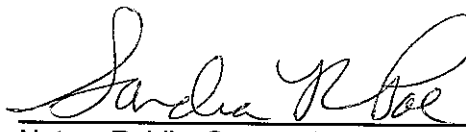
**GRANTORS:**

  
James Michael Thornberry, Jr.

  
Tracey L. Thornberry

STATE OF KENTUCKY     )  
                                      ) SCT.  
COUNTY OF HOPKINS    )

The foregoing Deed and Consideration Certificate was subscribed, sworn to and acknowledged before me by James Michael Thornberry, Jr. and his wife, Tracey L. Thornberry, persons known to me or presenting sufficient evidence of their identification, on this the 3rd day of July, 2024.

  
Notary Public, State at Large, KY  
My Commission Expires: 9-15-28  
Notary No. KYNP4788

642

GRANTORS:

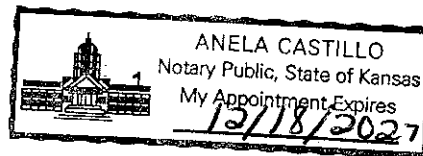
John R Thornberry  
John Robert Thornberry

Jennifer Thornberry  
Jennifer Thornberry

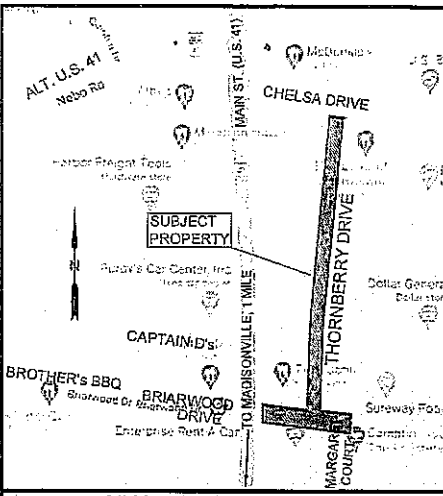
STATE OF KANSAS            )  
                                          ) SCT.  
COUNTY OF Sedgwick )

The foregoing Deed and Consideration Certificate was subscribed, sworn to and acknowledged before me by John Robert Thornberry and his wife, Jennifer Thornberry, persons known to me or presenting sufficient evidence of their identification, on this the 29<sup>th</sup> day of March, 2024.

Anela Castillo  
Notary Public, State of Kansas  
My Commission Expires: 12/18/2027  
Notary No. 1215735



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**VICINITY MAP** 1"=500'

**STREET DEDICATION CERTIFICATION**  
WE HEREBY DEDICATE THORNBERRY DRIVE AS SHOWN HEREON TO THE CITY OF MADISONVILLE.

*Barret H. McGaw* 11-22  
*John Robert Thornberry Jr.* 11-25-22  
*Barret H. McGaw* \_\_\_\_\_ DATE  
BARRET H. MCGAW \_\_\_\_\_ DATE

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THE SURVEY DEPICTED BY THIS PLAT REPRESENTS A BOUNDARY SURVEY AND WAS PERFORMED BY ME, OR BY PERSONS UNDER MY DIRECT SUPERVISION BY THE METHOD OF REAL TIME KINEMATIC (RTK) G.P.S. SURVEY PROCEDURES. THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY MEETS ±0.05"±100 PPM AND WAS NOT ADJUSTED FOR CLOSURE. THE SURVEY AS SHOWN HEREON IS CLASSIFIED AS AN "URBAN" SURVEY AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL THE SPECIFICATIONS OF THIS CLASS. TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY COMPLIES WITH THE STANDARDS OF SURVEYING PRACTICE ESTABLISHED FOR THE COMMONWEALTH OF KENTUCKY AS OUTLINED IN 201 KAR18:150.

*Sidney E. Mitchell Jr.* LPLS NO. 3560 DATE 11-19-22  
SIDNEY E. MITCHELL JR. LPLS NO. 3560 DATE

**GPS NOTE:**  
ALL OF THIS BOUNDARY SURVEY SHOWN HEREON WAS PERFORMED USING GPS EQUIPMENT BY MEANS OF REAL TIME KINEMATIC (RTK) SURVEY METHODS, BASED ON KENTUCKY CORS OPERATING SYSTEM. ALL GPS OBSERVATIONS WERE PERFORMED WITH A CARLSON BRX7, DUAL FREQUENCY SURVEY GRADE GPS RECEIVERS FROM CONTROL ESTABLISHED ON SEPTEMBER 6, 2022.

**HORIZONTAL DATUM:** NAD83, KENTUCKY STATE PLANE, SOUTH ZONE  
**VERTICAL DATUM:** NAVD83  
**GEOD MODEL USED:** GEOD12B

**SOURCE OF TITLE:** BOUNDARY / DEDICATED STREET AREA BEING A PORTION OF BARRET H. MCGAW, DEED BOOK 613, PAGE 270, PARCEL 1, AND JAMES MICHAEL THORNBERRY JR. & JOHN ROBERT THORNBERRY, DEED BOOK 584, PAGE 433, TRACT 1, (PARENT TRACT-OF ALL), THE "1" x 250' STRIP, REMAINING FROM: DEED BOOK 543, PAGE 83- (FROM THE AFOREMENTIONED PARENT TRACT (ALSO SHOWN IN: PLAT CABINET 2, SLIDE 125; ALL DOCUMENTS REFERRED TO HEREIN ARE RECORDED IN THE HOPKINS COUNTY CLERK'S OFFICE, MADISONVILLE, KY.

PLATTED PROPERTY IS SUBJECT TO ANY AND ALL ELECTRIC, TELEPHONE, GAS, WATER AND SEWER LINES AND EASEMENTS AND TO ALL OTHER LINES, EASEMENTS AND RIGHT-OF-WAYS THAT MAY EXIST, BOTH RECORDED AND UNRECORDED.

**LEGEND**

THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- ⊙ INDICATES A (SET) 5/8" DIAM. REBAR IRON PIN 24" IN LENGTH WITH A 1 1/2" ALUMINUM CAP STAMPED "AEI LPLS 3560"
- INDICATES A (FOUND) 5/8" DIAM. REBAR IRON PIN WITH A 1-1/2" ALUMINUM CAP STAMPED "AEI"
- △ INDICATES A (FOUND) 5/8" DIAM. REBAR IRON PIN WITH A 1-1/2" ALUMINUM CAP STAMPED "DONAN"
- ◆ INDICATES A (FOUND) IRON PIN AS DESCRIBED HEREON
- PKF⊙ INDICATES A (FOUND) MAGNETIC "PK NAIL", DESCRIBED HEREON- "PKF"
- PKS⊙ INDICATES A (SET) 1/4" DIAM., 2" IN LENGTH IRON "PK NAIL" WITH A 2" METAL WASHER STAMPED "AEI LPLS 3560" DESCRIBED HEREON- "PKS"

**STATE OF KENTUCKY**  
**SIDNEY MITCHELL JR.**  
**3560**  
**LICENSED PROFESSIONAL LAND SURVEYOR**

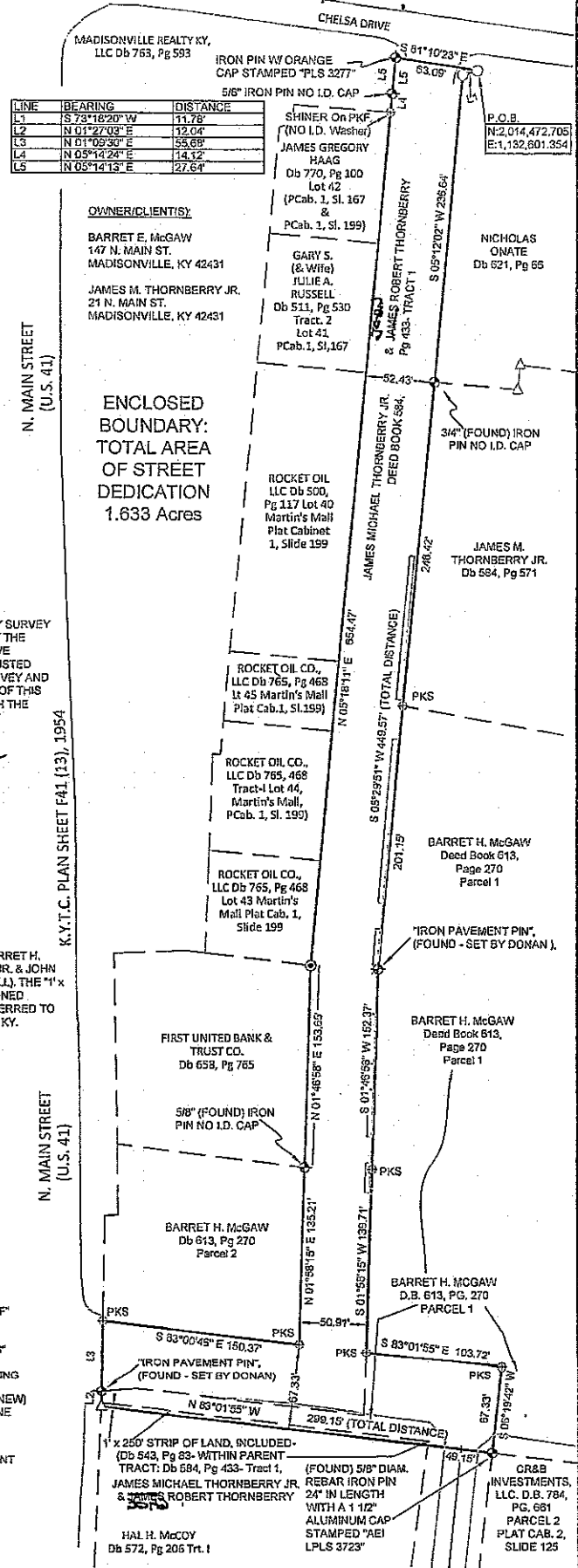
**P.O.B.** POINT OF BEGINNING  
—— BOUNDARY AND (NEW) RIGHT-OF-WAY LINE  
—— ADJOINER LINE  
—— EDGE OF PAVEMENT

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 73°18'20" W | 11.78    |
| L2   | N 01°27'03" E | 12.04    |
| L3   | N 01°09'30" E | 55.69    |
| L4   | N 05°14'24" E | 14.12    |
| L5   | N 05°14'15" E | 27.64    |

**OWNER/CLIENT(S)**

BARRET E. MCGAW  
147 N. MAIN ST.  
MADISONVILLE, KY 42431  
  
JAMES M. THORNBERRY JR.  
21 N. MAIN ST.  
MADISONVILLE, KY 42431

**ENCLOSED BOUNDARY:**  
**TOTAL AREA OF STREET DEDICATION**  
**1.633 Acres**



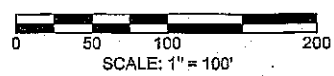
**STREET (PUBLIC RIGHT-OF-WAY) DEDICATION**

**THORNBERRY DRIVE,**  
**MADISONVILLE, HOPKINS COUNTY, KY.**



**ASSOCIATED ENGINEERS, INC.**  
ENGINEERS • GEOLOGISTS • SURVEYORS

2740 North Main St. • Madisonville, KY 42431  
Phone: (270) 821-7732 • Fax: (270) 821-7769  
www.associatedengineers.com

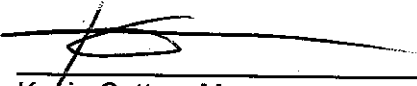


Job Number: 22-0167  
Date: 10-19-22  
Scale: 1"=100'  
Drawn By: SID MITCHELL JR.  
Survey Date: 09-22-22

644

**GRANTEE:**

CITY OF MADISONVILLE, KENTUCKY

  
Kevin Cotton, Mayor

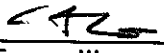
STATE OF KENTUCKY     )  
                                      ) SCT.  
COUNTY OF HOPKINS    )

The foregoing Deed and Consideration Certificate was subscribed, sworn to and acknowledged before me by Kevin Cotton, as 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 the 2 day of July, 2024.

  
Notary Public, State at Large, KY  
My Commission Expires: 5/23/2028  
Notary No. KYNP4999

Prepared without the benefit of a  
title examination:

FRYMIRE, EVANS, PEYTON,  
TEAGUE & CARTWRIGHT, PLLC  
P. O. Box 695  
Madisonville, KY 42431  
(270)821-6165

  
Joe A. Evans III  
Attorney at Law

JAE.srp.Deeds.2024.0226Thornberry.com.quitclaim



**2024006294**  
**HOPKINS CO, KY FEE \$65.00**  
PRESENTED / LODGED: 07-10-2024 07:56:33 AM  
  
RECORDED: 07-10-2024  
KEENAN CLOERN  
CLERK  
BY: TINA DILLINGHAM  
DEPUTY CLERK

**BK: DEED 824**  
**PG: 635-644**