



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

March 2, 2020 at 4:30 PM

AGENDA

1. CALL TO ORDER BY MAYOR KEVIN COTTON

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. ROLL CALL

5. APPROVAL OF MINUTES

A. City Council - Special Called Meeting - Feb 18, 2020 4:30 PM

6. APPROVAL OF BILLS AND PAYROLL

A. Bills & Payroll

7. NEW BUSINESS

A. Municipal Orders

A. Appointment of Allona Perez to Tourism Advisory Board

B. Appointment of Kendall Duncan to Tourism Advisory Board

B. Resolutions

A. Accept bid for installation of Generator at Police Department

B. Resolution to enter into a contract with the Kentucky Transportation Cabinet

C. Accept bid for Foundation & Slab for 6 Unit T-Hangar structure at Madisonville Regional Airport

C. Item for Discussion:

1. Approval for Change Order for the Airport T-Hangar

2. Approval for Change Order for the Brown Road Sewer Project

3. Permission to bid for a Fire Truck and to apply for a AFG Grant

4. Permission to apply for a Maintenance Building at Mahr Park Arboretum

8. AWARDS AND RECOGNITIONS

A. Proclamation - Literacy Celebration Month

9. ADJOURNMENT

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

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



**SPECIAL CALLED MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
PRIDE ELEMENTARY SCHOOL GYM, 861 PRIDE AVENUE, GYM, MADISONVILLE, KY
42431**

February 18, 2020 at 4:30 PM

MINUTES

1. **CALL TO ORDER BY MAYOR KEVIN COTTON**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION BY PRINCIPAL KRISTY SAINT**
4. **ROLL CALL**

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

5. **APPROVAL OF MINUTES**

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

A. City Council - Regular Meeting - Feb 3, 2020 4:30 PM

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills & Payroll

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

7. **DEPARTMENT REPORTS**

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

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Minutes Acceptance: Minutes of Feb 18, 2020 4:30 PM (Approval of Minutes)

- A. Fire Department Report
- B. Police Department Report

8. COUNCIL COMMITTEE REPORTS

- A. 1716 : Discussion concerning Planned Unit Development and Neighborhood Assessment: Motion to send to Joint Planning Commission for consideration in establishing a planned unit development classification and neighborhood assessment

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

9. NEW BUSINESS

A. Resolution

- 1. Resolution to declare miscellaneous equipment from the Public Works Department as Surplus

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

B. Item for Discussion

- 1. Approval to apply for Assistance to Firefighters Grant

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tony Space, Ward 2
SECONDER:	Adam Townsend, Ward 3
AYES:	Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT:	Johnson

- 2. Approval to apply for Police Department Grant

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

10. ADJOURNMENT

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

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

Minutes Acceptance: Minutes of Feb 18, 2020 4:30 PM (Approval of Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Townsend, Ward 3
SECONDER:	Tony Space, Ward 2
AYES:	Cavanaugh, Space, Townsend, Noffsinger, Stevenson
ABSENT:	Johnson

Minutes Acceptance: Minutes of Feb 18, 2020 4:30 PM (Approval of Minutes)

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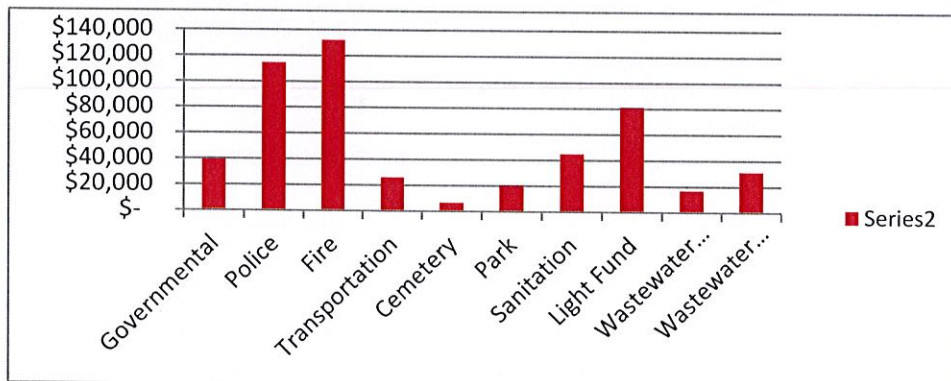
Bills and Payroll for Council Meeting 3/02/2020

6.A

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 34,565.14
			\$ 69,478.98
		Total General Fund	\$ 104,044.12
190	9	Sanitation	\$ 10,536.42
			\$ 22,850.95
		Total Sanitation	\$ 33,387.37
200	9	Electric/Utility Office	\$ 11,796.61
			\$ 53,537.12
		Total Electric/Utility Office	\$ 65,333.73
210	8	Water and Filter	\$ 32,422.32
			\$ 11,140.09
		Total Water Filter	\$ 43,562.41
	9	Waste Water Collection and Treatment	\$ 27,932.11
			\$ 11,127.28
		Total Wastewater Collection and Treatment	\$ 39,059.39

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 38,890
100	2100	Police	\$ 113,725
100	2300	Fire	\$ 131,320
100	3300	Transportation	\$ 25,719
100	5000	Cemetery	\$ 6,411
100	7000	Park	\$ 19,786
190	3100	Sanitation	\$ 44,460
200	1000/4500	Light Fund	\$ 80,702
200	2000	Wastewater Treatment	\$ 16,382
200	2001	Wastewater Collection	\$ 30,874
200	4700/4600	Water and Filter	\$ 43,136
		Total Payroll	\$ 551,404



Number of Employees paid February 21, 2020
See next page

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

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,346.56	.00	.00	4,346.56
100	1200	ADMINISTRATION	14,744.51	.00	.00	14,744.51
100	1400	FINANCE	11,407.11	74.71	.00	11,481.82
100	1500	CITY CLERK	3,262.31	.00	.00	3,262.31
100	1700	ZONING	3,783.48	.00	.00	3,783.48
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,271.55	.00	.00	1,271.55
		Total Government	38,815.52	74.71	.00	38,890.23
100	2100	POLICE DEPT-MADISO	98,415.38	10,378.94	.00	108,794.32
100	2150	POLICE FICA	4,370.98	559.22	.00	4,930.20
		Total Police	102,786.36	10,938.16	.00	113,724.52
100	2300	FIRE DEPT-MADISONV	89,929.68	35,727.49	4,748.68	130,405.85
100	2350	FIRE FICA/NON HAZA	913.99	.00	.00	913.99
		Total Fire	90,843.67	35,727.49	4,748.68	131,319.84
100	3300	TRANSPORTATION DEP	25,589.83	129.45	.00	25,719.28
		Total Transportati	25,589.83	129.45	.00	25,719.28
100	5000	CEMETERY DEPARTMEN	6,270.72	139.85	.00	6,410.57
		Total Cemetery	6,270.72	139.85	.00	6,410.57
100	7000	PARK DEPARTMENT	19,433.15	271.56	.00	19,704.71
100	7100	POOL EMPLOYEES	81.60	.00	.00	81.60
		Total Park	19,514.75	271.56	.00	19,786.31
190	3100	SANITATION DEPARTM	43,588.00	872.17	.00	44,460.17
		Total Sanitation	43,588.00	872.17	.00	44,460.17
200	1000	UTILITY OFFICE	21,161.46	507.76	.00	21,669.22
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	57,906.31	1,126.37	.00	59,032.68
		Total Utility Offi	79,067.77	1,634.13	.00	80,701.90
210	2000	WASTEWATER TREATME	16,226.76	154.74	.00	16,381.50
210	2001	WASTEWATER COLLECT	29,826.24	1,047.84	.00	30,874.08
		Total Wastewater T	46,053.00	1,202.58	.00	47,255.58
211	4600	FILTER DEPARTMENT	14,190.94	704.77	.00	14,895.71
211	4700	WATER DEPARTMENT	26,456.59	1,783.42	.00	28,240.01
		Total Water	40,647.53	2,488.19	.00	43,135.72
		Grand Totals	493,177.15	53,478.29	4,748.68	551,404.12

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

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	100.50	.00	.00	100.50
100	1400	FINANCE	233.00	2.50	.00	235.50
100	1500	CITY CLERK	85.50	.00	.00	85.50
100	1700	ZONING	69.50	.00	.00	69.50
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	488.50	2.50	.00	491.00
100	2100	POLICE DEPT-MADISO	3,518.50	284.25	.00	3,802.75
100	2150	POLICE FICA	258.00	20.75	.00	278.75
		Total Police	3,776.50	305.00	.00	4,081.50
100	2300	FIRE DEPT-MADISONV	4,720.00	1,700.75	193.50	6,614.25
100	2350	FIRE FICA/NON HAZA	70.00	.00	.00	70.00
		Total Fire	4,790.00	1,700.75	193.50	6,684.25
100	3300	TRANSPORTATION DEP	1,702.25	5.25	.00	1,707.50
		Total Transportati	1,702.25	5.25	.00	1,707.50
100	5000	CEMETERY DEPARTMEN	477.00	8.00	.00	485.00
		Total Cemetery	477.00	8.00	.00	485.00
100	7000	PARK DEPARTMENT	1,027.50	15.25	.00	1,042.75
100	7100	POOL EMPLOYEES	10.00	.00	.00	10.00
		Total Park	1,037.50	15.25	.00	1,052.75
190	3100	SANITATION DEPARTM	2,313.50	28.50	.00	2,342.00
		Total Sanitation	2,313.50	28.50	.00	2,342.00
200	1000	UTILITY OFFICE	1,046.75	23.50	.00	1,070.25
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,671.75	20.50	.00	1,692.25
		Total Utility Offi	2,718.50	44.00	.00	2,762.50
210	2000	WASTEWATER TREATME	608.00	5.25	.00	613.25
210	2001	WASTEWATER COLLECT	1,490.25	42.50	.00	1,532.75
		Total Wastewater T	2,098.25	47.75	.00	2,146.00
211	4600	FILTER DEPARTMENT	809.00	29.00	.00	838.00
211	4700	WATER DEPARTMENT	1,346.99	70.50	.00	1,417.49
		Total Water	2,155.99	99.50	.00	2,255.49
		Grand Totals	21,557.99	2,256.50	193.50	24,007.99

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

FROM 2/21/20 TO 2/21/20

DATE - 2/25/20

TIME -

6.A

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	2/21/20	7	1	6
100	1200	ADMINISTRATION	2/21/20	6	6	
100	1400	FINANCE	2/21/20	5	5	
100	1500	CITY CLERK	2/21/20	2	2	
100	1600	AIRPORT	2/21/20	3	3	
100	1700	ZONING	2/21/20	2	2	
100	2100	POLICE DEPT-MADISONVILLE	2/21/20	48	43	5
100	2150	POLICE FICA	2/21/20	6	2	4
100	2151	DISPATCH	2/21/20	13	13	
100	2200	ALCOHOLIC BEVERAGE CONTROL	2/21/20	1		1
100	2300	FIRE DEPT-MADISONVILLE	2/21/20	61	61	
100	2350	FIRE FICA/NON HAZARDOUS	2/21/20	1	1	
100	3300	TRANSPORTATION DEPT	2/21/20	22	19	3
100	5000	CEMETERY DEPARTMENT	2/21/20	6	5	1
100	7000	PARK DEPARTMENT	2/21/20	17	15	2
100	7100	POOL EMPLOYEES	2/21/20	1		1
190	3100	SANITATION DEPARTMENT	2/21/20	30	29	1
200	1000	UTILITY OFFICE	2/21/20	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	2/21/20	22	22	
210	2000	WASTEWATER TREATMENT	2/21/20	8	8	
210	2001	WASTEWATER COLLECTION	2/21/20	20	19	1
211	4600	FILTER DEPARTMENT	2/21/20	11	10	1
211	4700	WATER DEPARTMENT	2/21/20	17	17	
Totals				324	298	26

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

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: APPOINTMENT OF ALLONA PEREZ TO TOURISM ADVISORY BOARD

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

1. That Allona Perez shall be, and hereby is, appointed to the Tourism Advisory Board.
2. That the term of Allona Perez shall end on December 31, 2020.
3. That Allona Perez shall serve in accordance with the Laws of the United States and Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
4. That this order shall become effective upon adoption by City Council.

This the 2nd of March, 2020.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: APPOINTMENT OF KENDALL DUNCAN TO TOURISM ADVISORY BOARD

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

1. That Kendall Duncan shall be, and hereby is, appointed to the Tourism Advisory Board.
2. That the term of Kendall Duncan shall end on December 31, 2020.
3. That Kendall Duncan shall serve in accordance with the Laws of the United States and Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
4. That this order shall become effective upon adoption by City Council.

This the 2nd of March, 2020.

ATTEST:

**CITY OF MADISONVILLE
RESOLUTION**

ACCEPT BID FOR INSTALLATION OF GENERATOR AT POLICE DEPARTMENT

WHEREAS, the City of Madisonville advertised bids for installation of a generator at the Police Department to be opened on February 25, 2020 at 10:00 a.m.; and

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

Name	Bid Amount
Aladdin Electric	\$34,936.00
State Electric Company	\$64,700.00
R & D Electric	\$45,964.00

WHEREAS, Aladdin Electric was the lowest bid received and met all specifications that were required by the City of Madisonville.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to Aladdin Electric for the installation of a generator at the police department in the amount of \$34,936.00.

ADOPTED on this 2nd day of March, 2020.

ATTEST:



ALADDIN ELECTRIC, INCORPORATED

P.O. Box 600 Manitou, Kentucky 42436
(270) 821-1463 Fax (270) 825 0461

February 25, 2020

City of Madisonville
Re: Police Dept. Generator

We propose to furnish material and labor for the following scope of work:

1. Provide all conduit and wire for a complete generator installation
2. Provide new CAT 600 amp automatic transfer switch 3R – Service entrance rated
3. Provide engine block heater
4. Provide battery charger system
5. Provide CAT start-up of system
6. Electrical inspection

City of Madisonville to provide the following:

1. Concrete pad for generator
2. Concrete pad for transfer switch
3. Move generator and set on pad
4. Generator fuel
5. Temporary generator and cables if required
6. Remove fence and guardrail at pole
7. All cost, if required by Electric Dept.

Total \$ 34,936.00

If you have any questions please feel free to contact me at 270-821-1463.

Respectfully,
Aladdin Electric, Inc.

Barry Duff, President

Attachment: DOC022820-02282020145227 (1726 : Accept bid for installation of Generator at Police Department)

R & D Mechanical Services

4780 Hanson Rd

Madisonville, Ky 42431

Subject : Madisonville Police Station Generator Install.

R & D Electric is pleased to offer its services for the installation of the police station generator.

We propose to furnish all material and labor necessary to complete the install. We propose to set a Service Entrance Rated Automatic Transfer Switch below the existing pole. The existing 4" conduits, weather heads, and wire will need to be removed. After the ATS is set in place we will run 2 new 4" conduits and new wire with new weather heads out of the top of the ATS to feed it. We will reuse the existing conduits and wire with an additional ground wire, to satisfy NEC requirements to refeed the Main panel in the building. We will add a ground bar in the main panel. We will then run the conduits and wire necessary from the generator to the ATS. We will utilize one of the spare conduits for 2- 120v 20 amp circuits. 1 for a 24volt battery charger, and 1 for a jacket water heater so that the unit will be capable of auto start and will be able to accept the load right away without detrimental damage to the generator due to cold starts and loading it right away. A Boyd / Caterpillar tech will do the charger and jacket water heater install on the generator.

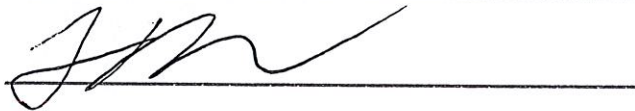
We will have Tech support on site from the ATS manufacturer (ASCO), & Caterpillar upon start up after the initial installation. Concrete pads by others. This install will require minimal dirt work since we will be utilizing existing conduits.

R & D proposes to supply all parts and labor at a price not to exceed \$45,964.00.

Payable due upon completion.

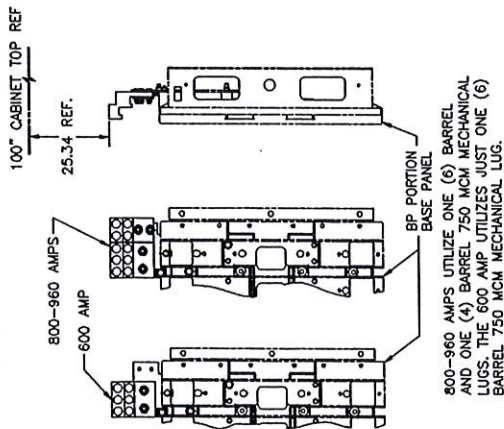
Any alterations or deviation from the above specifications involving extra costs of material and labor will only be executed upon written orders for same, and will be an extra charge over the sum mentioned in this proposal. All agreements must be in writing.

Respectfully Submitted: R & D Mechanical Services Inc

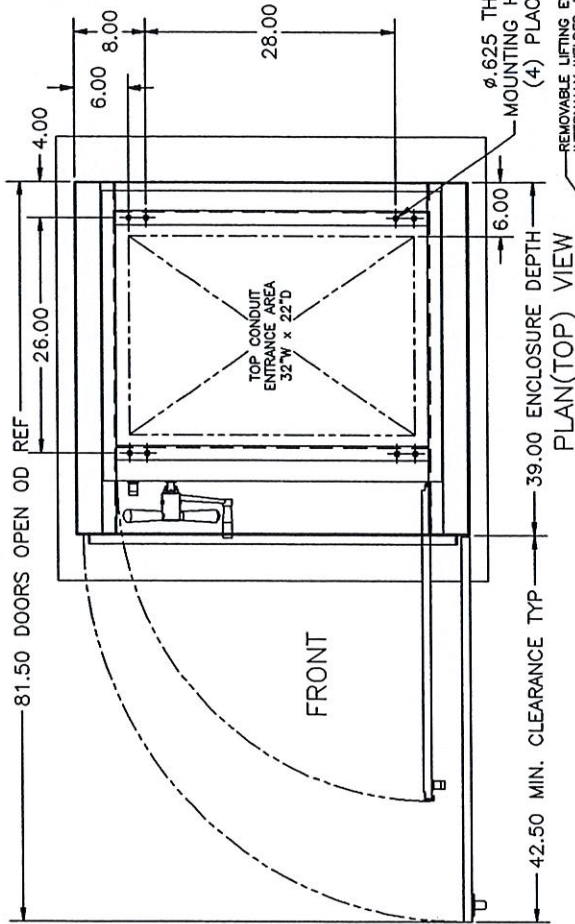


Attachment: DOC022820-02282020145227 (1726 : Accept bid for installation of Generator at Police Department)

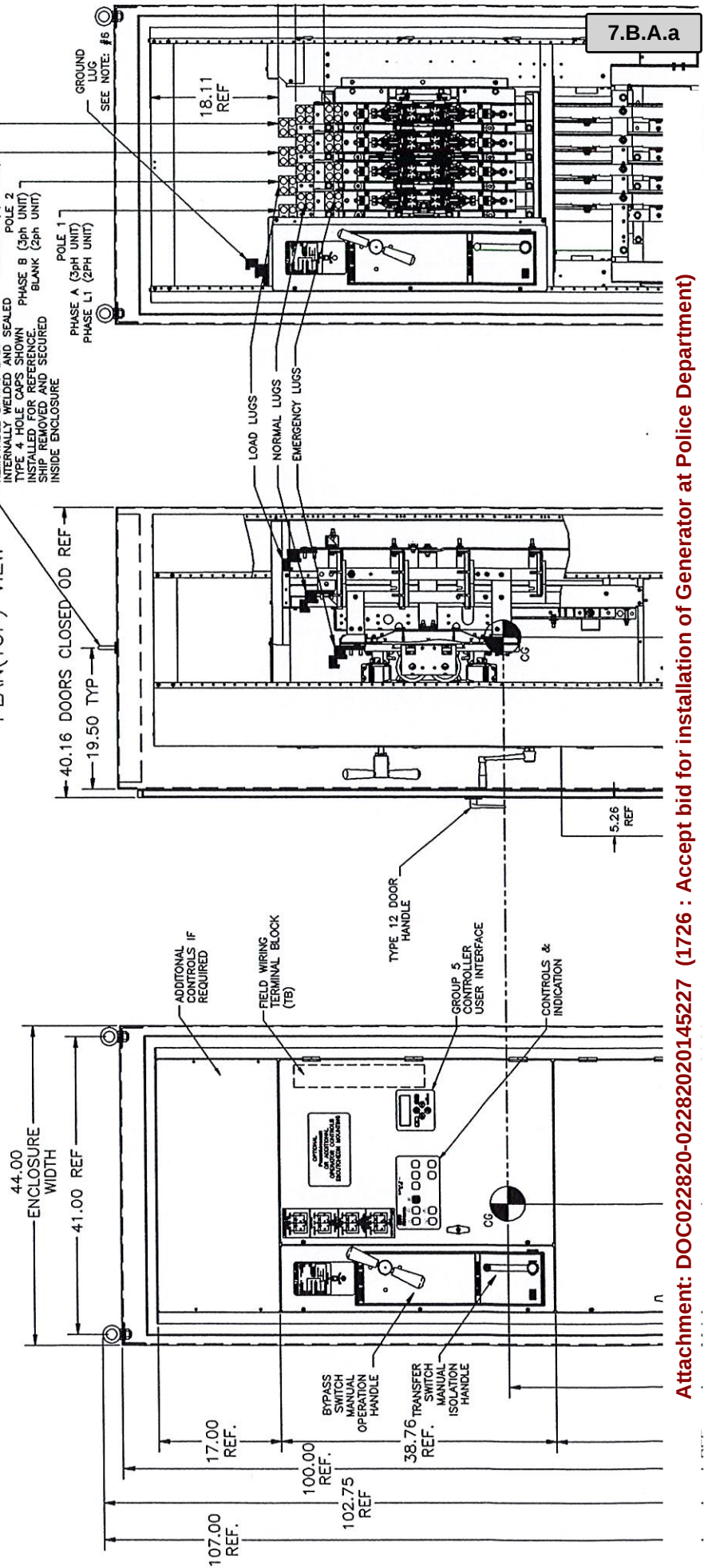
OUTLINE & MOUNTING FOR ASCO 7000 SERIES FRONT CONNECTED AUTOMATIC TRANSFER & BYPASS-ISOLATION SWITCHES 1

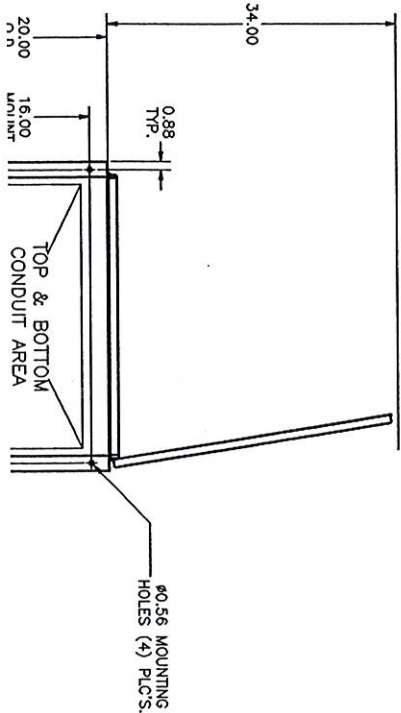
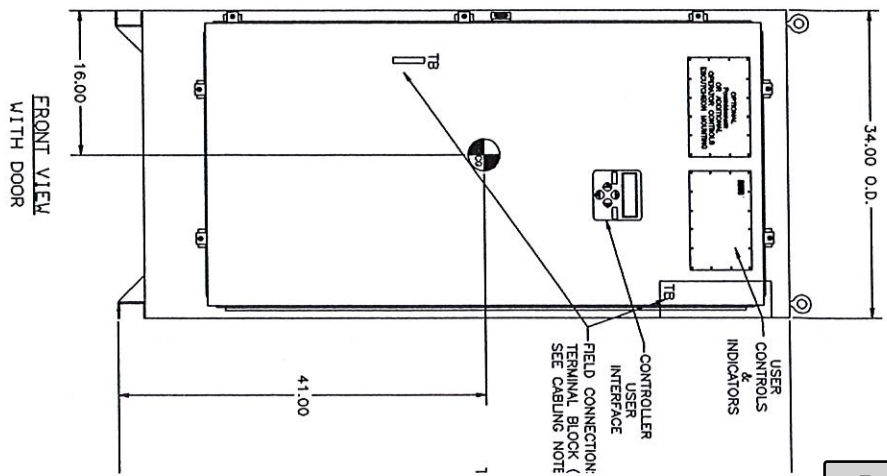
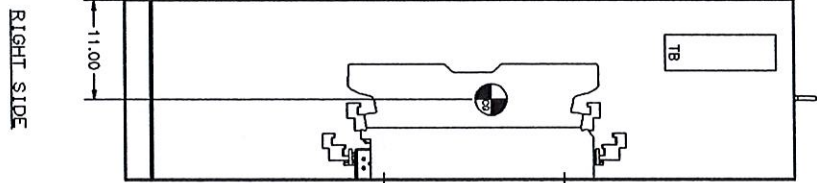
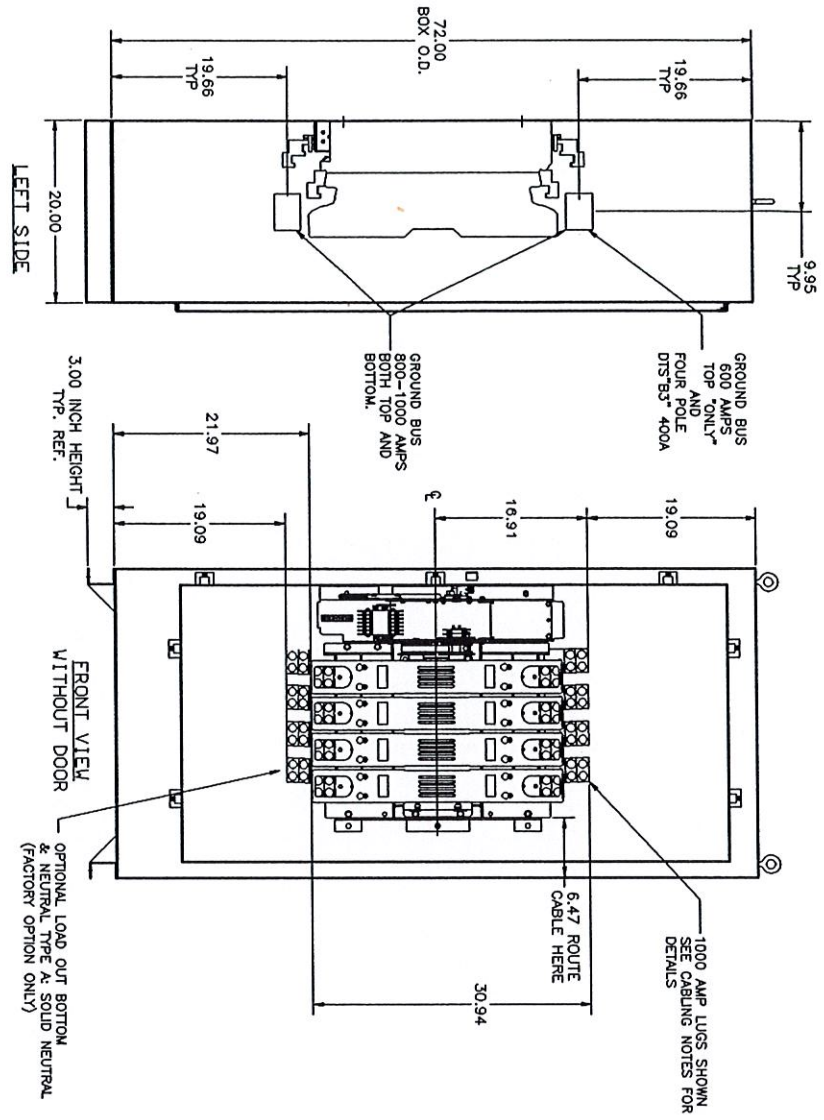


DETAIL "A"
SOLID NEUTRAL

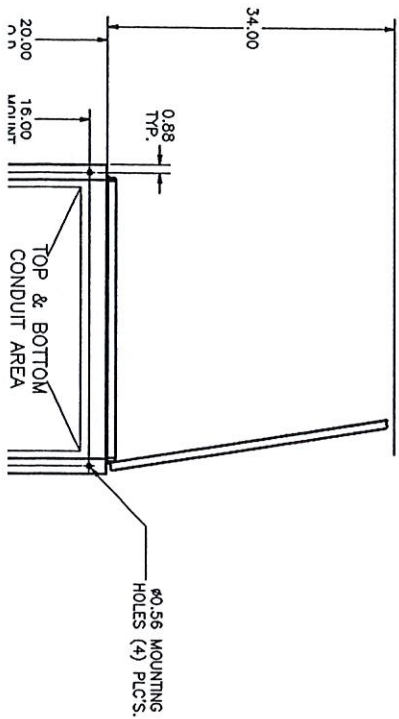
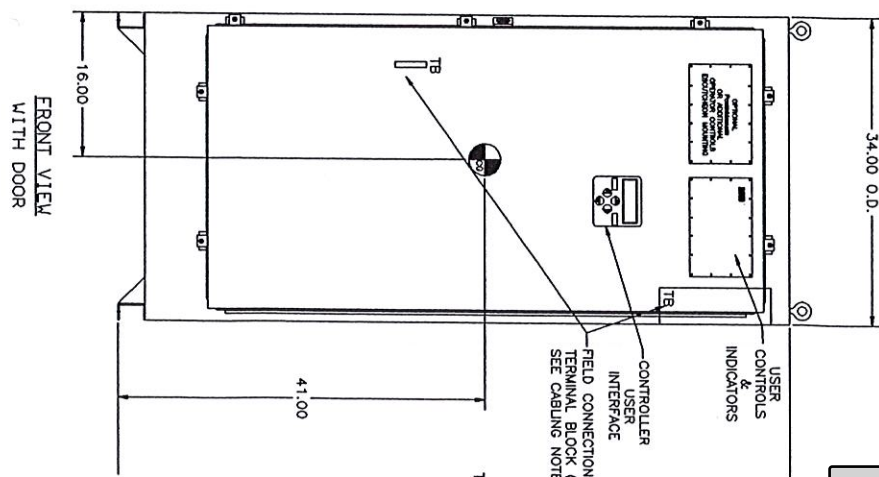
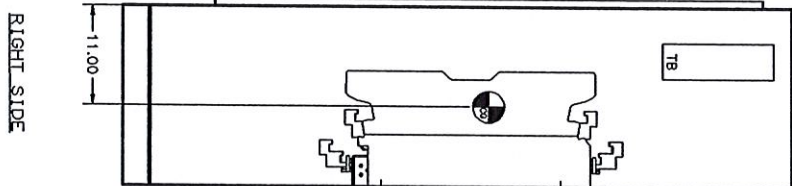
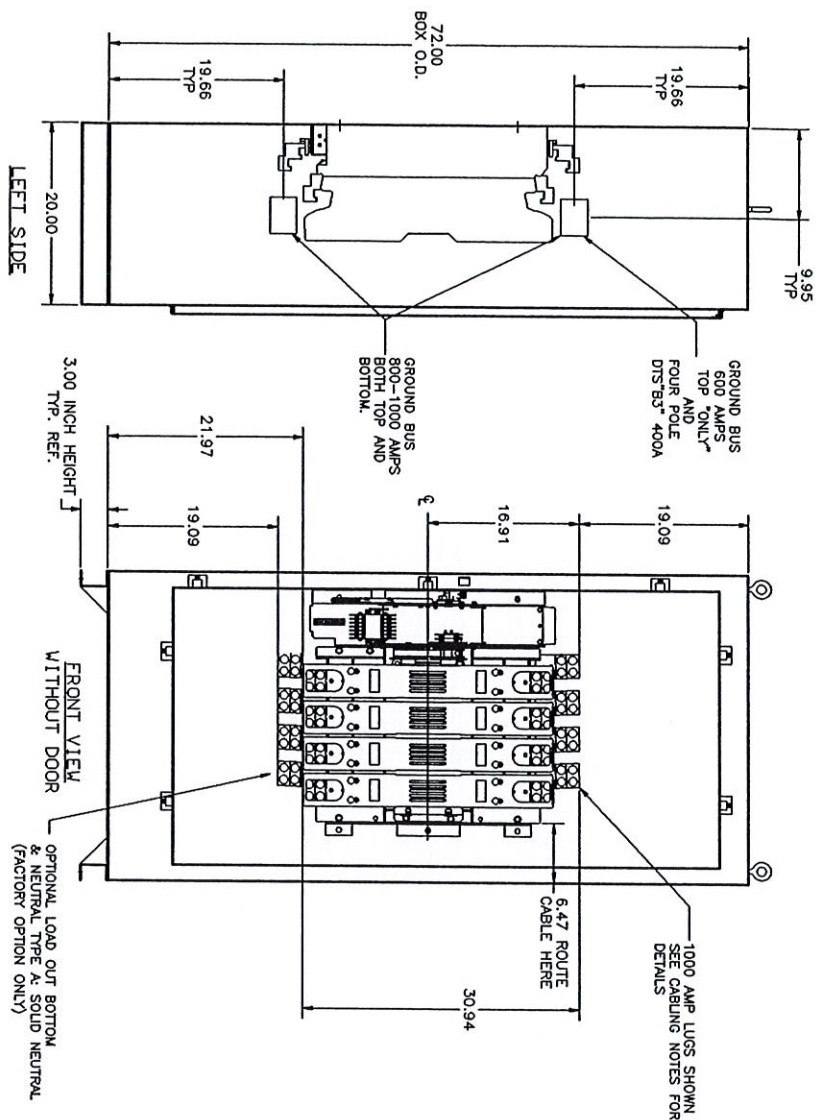


MOUNTING ENCLOSURE NOTE
"ENCLOSURE MOUNTING MAY" REQUIRE REMOVE OF T/S ASSEMBLY. PROPER CARE SHOULD BE TAKEN DURING REMOVAL AND HANDLING OF TRANSFER SWITCH ASSE











140 College St. Crofton KY 42217
Phone 1270 424 8242
Fax 1270 424 1094
Email: Stateec@bellsouth.net

7.B.A.a

Page 1 of 1

February 25, 2020

Madisonville PD

Attn: Jeff Miller

RE: Generator Installation

SEC would like to offer this proposal to install owner purchased generator at Madisonville Police Department

- Site lay-out and planning (See attached proposed generator location)
- Demo Fence
- Install equipment mounting rack adjacent to existing riser pole
- **Provide** and install NEMA3R Service Entrance Rated Transfer Switch (See Boyd/Whayne Supply Attached Comments)
- New 600Amp riser from ATS as shown on attached
- Prep for power outage to keep down time to a minimum
- 6x6 NEMA3R Wireway at generator to accommodate 600amp termination
- Junction box as shown to allow reuse of existing conductors and eliminate underground splice*
- New (Power and Control) conduit and conductors from generator to ATS
- New conduit and conductors from new ATS to New Junction box and terminate to existing
- New NEMA3R Subpanel at generator for Battery charger and block heater circuits
- New panel feeder in existing conduit for new subpanel
- New breaker in existing panel to feed new subpanel
- Conduit and conductors from new subpanel to block heater and battery charger
- New grounding system at ATS
- Set generator on owner provided concrete pad
- New blanket heater and battery charger Boyd/Whayne Supply (See attached comments)
- Boyd/Whayne Supply One Day start –up (see attached comments)
- Trench/Backfill
- Electrical inspection (2%)

Exclusions:

- Concrete Generator Pad
- Utility Fees/Charges – Madisonville Electric
- Metering-(Madisonville Electric)
- Blacktop/Concrete- Cut/Patch/repair
- Guarantee of owner furnished generator operation or compatibility(See Boyd comments attached)
- Generator Fuel, Filters, Fluids, Battery, etc.
- Any Allowances
- Bond (Rate 1.5% if required)

BASE BID

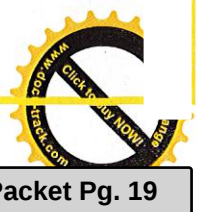
\$64,700

***Replace 350mcm conductors in existing conduit (NEW ATS to existing 600Amp Panel)**

ADD \$15,000

Matt crick (270)339-6631

Attachment: DOC022820-02282020145227 (1726 : Accept bid for installation of Generator at Police Department)



Google Maps 45 E Center St

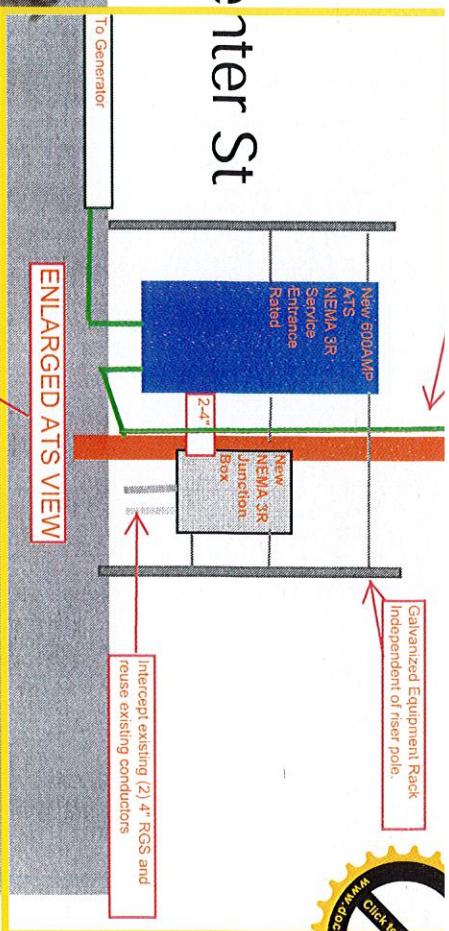
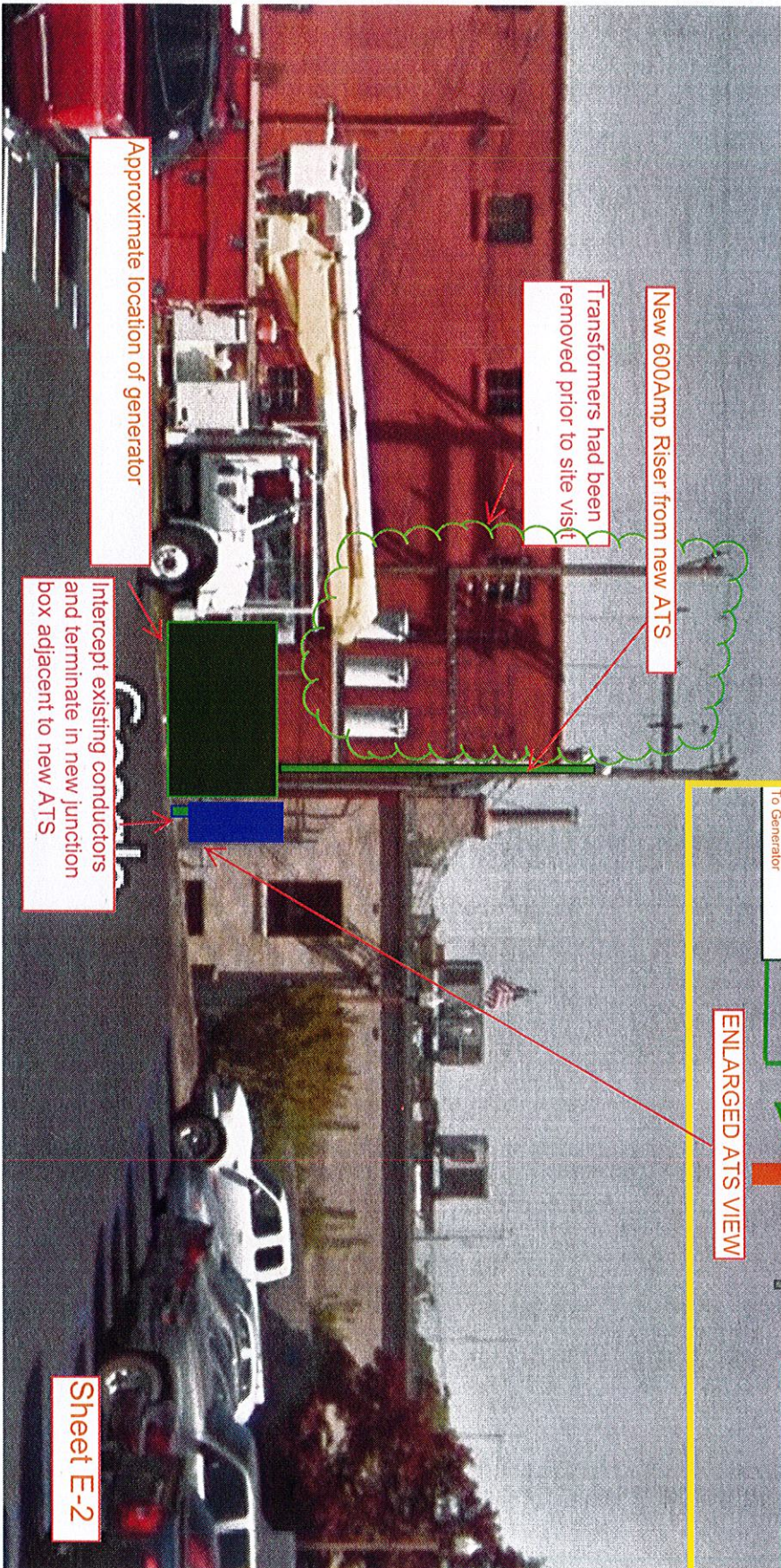


Image capture: Apr 2016 © 2020 Google

Google Maps Madisonville





2/24/2020

Attn:

Quote: 30728719

Re: **Madisonville Police Department**

Boyd Co. is pleased to present you with the following quotation for the Madisonville Police Department project:

Quantity: 1

Dealer provided components and services:

Category	Description
START UP	Start-up by BOYD Cat Technician
Transfer Switch	600A 3P N3R ATS

Total Price: USD 14,111.10

A Boyd Cat generator technician will add a new Jacket Water Heater and a new 24 VDC Battery Charger so that the unit will be capable of auto start and will accept the load right away without detrimental damage to the generator due to cold starts and loading it right away.*

We looked at the unit closely and we are 99% sure that the controls are capable of auto-start with an addition of some wiring and a couple of relays possibly. We can not say 100% as we do not have the wiring diagrams to see how it is wired. We do know that the controller is capable of auto-start if it is wired correctly.**

*The battery charger will require a 120 VAC Power Source (approx 7 amps input)
The Jacket water heater will require a 120 VAC Power Source (approx 1500 Watts)
This wiring is the responsibility of the installation contractor.

**There may be some unknown costs on this.

NOTE: The Jacket Water Heater may be difficult in mounting in the place we are thinking it can be mounted. We cannot be 100% sure it can be mounted in this place until we have it onsite and making sure it will. The set only has 1 place that we can even try to install the JWH and it work correctly. If it will not work in this place we may have to rethink this at an additional cost.
The coolant will be reused.

This pricing is based on everything in the unit now is in good working condition.

Availability & Lead Times:

Drawings/submittals are typically available 2 to 4 weeks after receipt of purchase order.

Whayne Supply Company

Louisville
1400 Cecil Ave.

Louisville Kentucky 40211

800-494-2963

Attachment: DOC022820-02282020145227 (1726 : Accept bid for installation of Generator at Police Department)

The logo for BOYD, featuring the word "BOYD" in a bold, black, sans-serif font on a yellow rectangular background.The logo for CAT, featuring the word "CAT" in a bold, white, sans-serif font with a yellow triangle underneath the "A", set against a black rectangular background.

7.B.A.a

The current factory ATS lead time is 8-10 WEEKS after approval and release of order. Lead times are set using factory forecasts, supplier lead times, and production time. Lead times are subject to change and should be used as a guide only. If you have specific concerns regarding equipment lead times please contact me to discuss.

Please be advised that the services of a Boyd product support representative will be available for technical assistance if needed during the installation of this equipment. We will also arrange to provide start-up of the unit and instruct personnel at the job site in its operation and maintenance. We appreciate the opportunity to work with you on this project and look forward to receipt of your valuable order.

Thank you,

Nicholas A. Sallee
Energy Solutions Rep
Boyd Cat
Cell: 502.303.3926
Email: nick_sallee@whayne.com

Whayne Supply Company

Louisville
1400 Cecil Ave.

Louisville Kentucky 40211

800-494-2963

Attachment: DOC022820-02282020145227 (1726 : Accept bid for installation of Generator at Police Department)

**CITY OF MADISONVILLE
RESOLUTION**

**RESOLUTION TO ENTER INTO A CONTRACT WITH THE KENTUCKY
TRANSPORTATION CABINET**

WHEREAS, the City of Madisonville is committed to working with the KY Transportation Cabinet in an effort to successfully complete the Highway 41-A Widening Project; and

WHEREAS, the Kentucky Transportation Cabinet and the City of Madisonville propose to enter into an agreement for the project which passes either over, under, immediately adjacent to, or at-grade with the City's railroad facilities;

WHEREAS, the project may be subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement and the amount reimbursable to the City in the amount of \$335,991.07; and

NOW THEREFORE, BE IT RESOLVED the City Council agrees to authorize the Mayor, or his designee, to execute the Railroad Coordination Individual Project Agreement and all paperwork necessary for the completion of the Project.

ADOPTED on this 2nd day of March, 2020.

ATTEST:



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
RAILROAD COORDINATION FOR CABINET PROJECTS
KEEP COST INDIVIDUAL PROJECT AGREEMENT
PURSUANT TO KRS 277.065

Hopkins County
FD04 054 73344 01U
Widen US 41A to 5 Lanes
Item No. 02-137.00

This RAILROAD COORDINATION INDIVIDUAL PROJECT AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, and *the City of Madisonville.*, hereinafter referred to as the *City*.

I. AGREEMENT PREMISES

1. The Cabinet and the *City*, in the interest of public safety and convenience, propose to enter into an Individual Project Agreement for use due to a Cabinet initiated project which passes either over, under, immediately adjacent to, or at-grade with the *City's* railroad facilities (the "Project").
2. The Project is authorized by TC 10-1, Official Order Authorization Numbers **73344 003**, dated **1/30/2012**. The Project may be subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement and the amount reimbursable to the *City* in the amount of **\$335,991.07**.
3. The railroad facilities may be impacted by the Project designed by the Cabinet and depicted on the Cabinet's survey and general plan sheets (the "Plans").
4. The Project shall be constructed in accordance with the Plans. No changes may be made to the Plans within the vicinity of the *City* facilities without the prior approval of the Cabinet and the *City*.

II. SCOPE OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing scope and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.
2. The right of way for the proposed roadwork for the Project will pass over, under or at grade and include certain *City* facilities constructed and now maintained by the *City*.
3. The railroad facilities may be impacted to varying degrees by the project and the *City* was authorized to provide preliminary engineering and administration. These services produced an estimate for administration, preliminary engineering, final engineering, construction engineering management, construction, and flagging services to ensure the integrity of the *City* facilities as they may be impacted by the Project as shown on the Plans.
4. The Cabinet acknowledges that by entering into this Agreement (1) the *City* will provide services and accommodations to promote the Project, without profit or other economic inducement typical of other Cabinet contractors; (2) neither the *City* nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to the *City*, by or on behalf of the Cabinet or its contractors, pursuant to the Agreement; and (3) the *City* retains the right to regulate activities affecting its property and operations.
5. The *City* is authorized herein, as prescribed by the Project, to administrate, preliminary and final engineer, inspect, construct and flag as needed to ensure the Project maintains the integrity of the *City* facilities. It is agreed that this work may be performed with the *City's* regular engineering, administrative and inspection forces.
6. The parties acknowledge and agree that receipt of this Agreement by the *City* from the Cabinet constitutes authorization for the *City* to incur, and receive reimbursement for, costs and expenses incurred in connection with or necessary to ensure the Project maintains the integrity of the *City* facilities.

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City of Madisonville
Item No. 02-137.10

7. By its review and approval of Plans pursuant to this Agreement, the *City* signifies only that such Plans and improvements constructed in accordance with such Plans satisfy the *City's* requirements. The *City* expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the Cabinet or any other persons of the Plans or improvements constructed in accordance with the Plans.
8. Insofar as it has the right to do so, the *City* hereby grants Cabinet a nonexclusive license to access and cross the *City's* property, to the extent necessary for the construction of the Project, along such routes and upon such terms as may be defined and imposed by the *City* and such temporary construction easements as may be designated on any Plans for the Project approved by the *City*.
9. Insofar as it has the right to do so, and by separate Agreement, the *City* shall grant, without warranty to Cabinet, permanent easements or property for the use and maintenance of the Project wholly or partly on *City* property as shown on the Plans approved by the *City*, on terms and conditions and at a price acceptable to the parties. Upon request by the *City*, the Cabinet shall furnish to the *City* descriptions and plat plans for the easements.
10. The parties hereto agree that this Agreement and the covenants and conditions contained herein shall be effective as of the Effective Date of this Agreement. This Agreement shall remain in effect for the duration of the Project.

The remainder of this page is intentionally left blank.

III. RESPONSIBILITIES OF THE CITY

Work in connection with a Project shall be allocated and conducted as follows:

1. If the *City* chooses to use a contractor or a subcontractor, the *City* is required to obtain prior Cabinet approval in writing pursuant to 23 CFR 646.216. The Cabinet reserves the right to refuse reimbursement for any and all costs associated with work performed by a contractor or subcontractor prior to their approval by the Cabinet. The Cabinet is hereby held harmless from all actions taken by a contractor or subcontractor related to the *City*'s failure to acquire said approvals. Said work is to be paid under a contract let by the *City*, adhering to the cost share stipulations described herein.
2. The *City* shall submit any change orders necessary to the Cabinet for consideration and approval before initiation of the work detailed in said change order. A change order shall be considered in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this Agreement. Said change order must be reasonably detailed and include proper itemizations from the *City*, computed in accordance with the methods and procedures set forth in 23 CFR 635.120. If the *City* fails to obtain prior approval of a change order from the Cabinet, the Cabinet has the right to refuse reimbursement of expenditures for such change order.
3. Subject to timely payment of Reimbursable Expenses as provided by Section *IV Responsibilities of the Cabinet*, the *City* shall perform, or cause to be performed, the *City* work as set forth in this Agreement. The *City* will furnish all equipment and materials in accordance with 23 CFR 140.908 and 23 CFR 140.910. The Cabinet agrees that the *City* shall provide all services that the *City* deems necessary or appropriate to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and the *City*'s contractual obligations, including, but not limited to, the *City*'s existing or proposed third party Contracts and collective bargaining Contracts. The *City* work may be accomplished by (a) railroad force account, (b) contracting with the lowest qualified bidder based on appropriate solicitation, or (c) existing continuing contracts at reasonable costs as approved by the Cabinet. In addition to using its own forces for *City* work, the *City* may use the services of a contractor which works for the *City* on a routine basis under a written continuing contract, or let the work to contract through competitive bidding with the Cabinet's concurrence in the award of the contract. In cases of continuing contracts, the Cabinet retains the right to receive, review and approve rates.

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City of Madisonville
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4. The **City** shall commence its work under this Agreement following: (a) receipt of a fully executed Individual Project Agreement from the Cabinet; (b) issuance of all permits, approvals and authorizations necessary or appropriate for the work. Construction work pursuant to the Project may commence when the prior terms are satisfied and upon delivery of proof of insurance acceptable to the **City**, as required by Section IV. Paragraph 12. The **City** shall give the Cabinet and the Federal Highway Administration, when applicable, ample opportunity to inspect materials recovered by the **City** in accordance with 23 CFR 140.908.
5. The **City** shall perform all design reviews in a period of thirty (30) calendar days from receipt.
6. The **City** shall provide an estimate of the total Reimbursable Expenses for the Project (the "Estimate", as amended or revised) which is hereby made a part of this Agreement. In the event the **City** anticipates that actual Reimbursable Expenses for a Project may exceed such Estimate, it shall provide the Cabinet with the revised Estimate of the total Reimbursable Expenses in change order form for Cabinet's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate.
7. The **City** shall complete the pertinent sections of the Project Summary Sheet form TC 69-11 and provide it with the Estimate. If more than six (6) months has passed between completing the Project Summary Sheet and the start of construction on the Project or any of the details have changed, the **City** shall complete a new Project Summary Sheet.
8. The Project Information Sheet, Exhibit A, shall indicate if the proposed Project is an ascertainable benefit to the **City** as defined in the 23 CFR 140.914, and supplements. If the proposed work is an ascertainable benefit to the **City**, the **City** shall participate in the cost of the Project as set forth in 23 CFR 646, Subpart B and include the level of participation in the Project Information Sheet. Exhibit A is hereby made a part of this agreement.
9. **City** invoice information shall be included with the payment to identify the specific Project and invoice. The **City** agrees to submit its bills for reimbursement in accordance with 23 CFR 140, Subpart I.
10. Following completion of a Project, the **City** shall submit to the Cabinet a final invoice that reconciles the total reimbursable expenses incurred by the **City** against the total payments received from the Cabinet. In the event that the payments received by **City** from Cabinet exceed the reimbursable expenses, the **City** shall remit such excess to Cabinet.

11. The *City* will compute the actual cost of the work and present these costs on invoices in accordance with the methods and procedures set forth in 23 CFR 140. The method of developing the relocation costs is found in 23 CFR 646.
12. Itemized bills from the *City* will be in detail form that will meet the approval of the Cabinet and the Federal Highway Administration.

**Payments will be made on the following basis in accordance
with 23 CFR 140.922:**

1. **Current Billings.** The *City* may submit current billings reflecting the actual cost incurred during any given work period, in which case, the current billings will be paid within thirty (30) business days after receipt of same by the Cabinet.
 2. **Final Payment.** Upon completion of all said work and the submission of final itemized invoices, deliverables, and drawings, the *City* shall provide one final and complete billing of all remaining costs incurred, within one year following completion of the utility relocation work performed by the *City* pursuant to this Agreement, otherwise previous payments to the utility shall be considered final, except as agreed to between the Cabinet and the *City*. The final billing will be forwarded for payment after review and approval of the District Utilities Supervisor and submitted to the Central Office Utilities Section, it being understood, however, that the billings are subject to audit and verification by the Cabinet and/or the Federal Highway Administration.
13. The Cabinet certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The *City*, as defined in KRS 45A.030(9) agrees that the Cabinet, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The *City* also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

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14. All records of the **City** pertaining to this project will be subject to inspection at any reasonable time by representatives of the Cabinet and/or the Federal Highway Administration, and shall be retained as prescribed in 23 CFR 140.922(c). Such records shall be maintained by the **City** in accordance with 49 CFR 18.42 - *Retention and Access Requirements for Records*.
15. If the project includes a railroad bridge structure over the Cabinet's facility, the **City** shall own and, at its sole cost and expense, maintain, repair, replace and renew its tracks, ballast and approach embankments, and railroad signal and communication systems, and the **City** shall be permitted to install, maintain, repair and replace other owned utilities, facilities and cable, or cause same to be done, as the **City** authorizes from time to time on or within railroad bridge structures.
16. The **City** shall maintain and repair, at its sole cost and expense, the crossing surface between the ends of its cross ties. The **City** shall maintain and repair the warning signal facilities at the crossing, at the **Cabinet's** cost and expense, as set forth in the Maintenance Contract between the parties.
17. If a Project involves the installation of warning devices, the **City** shall own and maintain the warning devices after the warning devices have been installed and found in satisfactory working order by the parties hereto, so long as it may operate the railroad at the Project crossing or until it is agreed upon between the parties hereto that the warning devices are no longer necessary at the Project crossing or until the Project crossing is abandoned or other legal requirements make it necessary to cease operation and maintenance of the warning devices at the Project crossing. At such time the warning devices shall be moved to another location on **City's** line within the Commonwealth of Kentucky as agreed upon by the parties hereto. The cost of the maintenance of the warning devices shall be as set forth in the Maintenance Contract between the parties, as revised and/or updated.
18. The **City** agrees to indemnify and hold harmless the Cabinet against any and all third-party claims, demands, obligations or litigation that result from: (a) any material breach of this Agreement by the **City**; (b) any and all negligent acts of the **City**; and (c) any policy, procedure or employment practice of the **City** violating applicable Federal, State or local laws.
19. The **City** shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The **City** shall comply with all applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 29 CFR 1910 and Kentucky Revised Statutes (KRS) Chapter 338.

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20. KRS 45A.480 requires the *City* to comply with the Cabinet's requirements pertaining to workers' compensation insurance and unemployment insurance. By execution of this Agreement, the *City* agrees that all contractors and subcontractors employed, or to be employed in connection with this Agreement shall be in compliance with Kentucky requirements for Workers' Compensation Insurance KRS Chapter 342 and Unemployment Insurance KRS Chapter 341.
21. As provided in KRS 337.505 to 337.550, all laborers, workmen and mechanics performing work under the Agreement shall be compensated not less than the prevailing hourly rate of wages as determined by the Commissioner for the Department of Workplace Standards.
22. The Commonwealth of Kentucky and the Cabinet are prohibited from contracting with firms that utilize the services of illegal immigrants in the performance of a contract of goods, services or construction purposes and the performance of a contract with the Commonwealth. By the execution of this Agreement, the *City* agrees not to hire any illegal immigrants itself and to take commercially reasonable measures to ensure that its contractors and subcontractors not utilize the services of illegal immigrants.
23. The *City* affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of this Agreement. The *City* shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

The remainder of this page is intentionally left blank.

IV. RESPONSIBILITIES OF THE CABINET

Work in connection with a Project shall be allocated and conducted as follows:

1. The Cabinet will obtain all necessary licenses and easements, as well as all authorizations, permits and approvals from all local, state and federal agencies (including the Cabinet), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project. Copies shall be provided to the *City*.
2. If required and applicable, the Cabinet will recommend approval of the Project to the Federal Highway Administration for construction with funds apportioned to the Cabinet under the Federal Aid Highway Program, and Acts amendatory thereof and supplementary thereto, including Subpart A of 23 Code of Federal Regulations (CFR) 646.
3. All plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at the Cabinet's sole cost and expense, by the Cabinet or *City* or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of the Cabinet and potentially impacting the *City's* facilities shall be subject, at the *City's* election, to the review and approval of the *City* in a timely manner. Such plans, specifications and drawings, as prepared or approved by the *City*, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement.
4. In the event that it shall be necessary in connection with or incidental to any work on the Project to make any adjustment in facilities of tenants of the *City*, such adjustments shall be handled by the Cabinet directly with the owner or owners thereof at no expense to the *City*.
5. The Cabinet shall observe and abide by, and shall require its contractors ("**Contractors**") to observe and abide by the terms, conditions and provisions of the "Special Notes for Protection of Railroad Interests" set forth in Exhibit B to this Agreement (the "**Special Provisions**") which shall be included in the Contractor's contract and is hereby made a part of this Agreement. The special provisions are to be fully inclusive of all terms and conditions necessary to be considered by the Project Contractors. To the extent that Cabinet performs Project work itself, the Cabinet shall be deemed a Contractor for purposes of this Agreement. The Cabinet further agrees that, prior to the commencement of work on the Project by any third party Contractor, such Contractor shall execute and deliver to the *City* Exhibit D to this Agreement to acknowledge the Contractor's Contract to observe and abide by the terms and conditions of this Agreement.

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6. The Cabinet shall perform, or cause to be performed, all Cabinet work as set forth in the Agreement, at the Cabinet's sole cost and expense.
7. Cabinet shall reimburse *City* for all costs and expenses incurred by *City* in connection with the Project, including, without limitation: (a) all out of pocket expenses, (b) travel and lodging expenses, (c) telephone, facsimile, and mailing expenses, (d) costs for equipment, tools, materials and supplies, (e) sums paid to *City's* consultants and subcontractors, and (f) *City* labor in connection with the Project including flagging services, together with *City* labor overhead percentages established by *City* pursuant to applicable law (collectively, "**Reimbursable Expenses**").
8. Cabinet shall pay the *City* for Reimbursable Expenses in arrears for its Reimbursable Expenses incurred for each Project. The *City* agrees to submit invoices to Cabinet for such amounts and Cabinet shall remit payment to *City* within thirty (30) working days following delivery and approval of each appropriately submitted and approved invoice to Cabinet.
9. All *invoices* from the *City* shall be delivered to Cabinet in accordance with Section III, Paragraph 12, of this Agreement. All payments by the Cabinet to the *City* shall be made by electronic payment or check mailed to the address as designated by *City's* invoice to the Cabinet
10. The Cabinet will reimburse the *City* for the actual cost of the work upon presentation of invoices from the *City*. The *City* will compute costs by and in accordance with the methods and procedures set forth in 23 CFR 140. The method of developing the relocation costs is found in 23 CFR 646.
11. In addition to the insurance that Cabinet requires of its Contractor, Cabinet shall acquire or require its Contractors to purchase and maintain insurance in compliance with the *City's* insurance requirements attached to this Agreement and defined in Exhibit B. Neither Cabinet nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by the *City's* Risk Management Department.
12. Cabinet shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Cabinet's Contractors shall indemnify, defend, and hold *City* and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

13. The Cabinet and its Contractor shall notify the *City* promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

The remainder of this page is intentionally left blank.

V. ADDITIONAL REQUIREMENTS

1. In addition to the other rights and remedies available to the parties under this Agreement, the parties may terminate work on a Project by delivery of notice to the other party in the event that party or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by *City* to Cabinet.
2. The Cabinet may terminate this Agreement if funds are not appropriated to the Cabinet or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Agreement. The Cabinet shall provide the *City* thirty (30) calendar days written notice of termination of the Agreement.
3. If work on a Project is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the work. Accordingly, they agree that, in such instance a party may continue to perform work until it has reached a point where it may reasonably and safely suspend the work. The Cabinet shall reimburse the *City* pursuant to this Agreement for the work performed, plus all costs reasonably incurred by the *City* to discontinue the work and protect the work upon full suspension of the same, the cost of returning the *City* property to its former condition, and all other costs of the *City* incurred as a result of the Project up to the time of full suspension of the work. Termination of work on a Project, for any reason, shall not diminish or reduce the Cabinet's obligation to pay the *City* for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of work on a Project for any reason, the *City's* only remaining obligation to the Cabinet shall be to refund to Cabinet payments made to the *City* in excess of Reimbursable Expenses in accordance with Section *III Responsibilities of the City*.
4. The provisions of this Agreement shall survive the termination or expiration of this Agreement.
5. The parties agree that neither Cabinet nor its Contractors shall be deemed either agents or independent contractors of the *City*. Except as otherwise provided by this Agreement, the *City* shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Cabinet or Cabinet's Contractors, or the construction practices, procedures, and professional judgment employed by Cabinet or its Contractor to complete the Project. Notwithstanding the foregoing, this shall in no way affect the authority of the *City* to prohibit the Cabinet or its Contractors or anyone from entering the *City's* property, or to require the removal of any person from its property, if it determines, in its sole discretion,

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that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

6. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, Contracts or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
7. This Agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the Parties to be a contract under seal.
8. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
9. The **City** may assign this Agreement and all rights and obligations herein to a successor in interest, parent **City**, affiliate, or future affiliate. Upon assignment of this Agreement by the **City** and the assumption of the **City's** assignee of the **City's** obligations under this Agreement, the **City** shall notify the Cabinet of the assignment and have no further obligation under this Agreement. The Cabinet shall not assign its rights or obligations under this Agreement without the **City's** prior consent, which consent may be withheld for any reason.
10. The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the Cabinet is required by Executive Order or otherwise to reduce contract hours, the Agreement will be reduced by the amount specified in that document.
11. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, upon the next business day following mailing by a nationally recognized overnight carrier, or upon an approved electronic delivery to the parties at the addresses designated by the parties at the time of the mailing.
12. The **City** shall comply with the 18 United States Code (U.S.C.) 874 Copeland "Anti-Kickback" Act as supplemented in Cabinet of Labor regulations (29 CFR Part 3).
13. It is agreed by and between the parties hereto that 23 CFR 140, 23 CFR 646, and supplements and amendments thereto form an essential part of this Agreement, and

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shall in no way be abrogated or superseded by the terms and provisions of this Agreement.

14. By execution of this Agreement, the parties agree that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates. Compliance as described herein includes, but not exclusively, environmental regulations such as: Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; and Environmental Protection Agency regulations (40 CFR Part 15).
15. Cabinet shall own and, without cost to the **City**, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to the **City's** satisfaction, the railroad bridge structure (excluding only those components which the **City** owns and has agreed to maintain, repair and replace pursuant to this Section), the highway underpass or overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, the roadway drainage facilities, sidewalks and lighting. The permanent aspects of the Project, as shown by the Plans, include roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs. The Cabinet in its maintenance of the facilities agrees to obtain permission from the **City** before undertaking any work which may interfere with or be a real or potential hazard to passage of trains or other railroad operations and complete an Individual Project Agreement if deemed necessary based on the scope of the maintenance work. In the event that the Cabinet fails to properly maintain such structures and improvements, after reasonable notice from **City** (unless an emergency condition exists or is imminent in the opinion of the **City**, that requires immediate action), and such failure, in the opinion of the **City**, jeopardizes the safe and efficient operation of its property, the **City** may perform such maintenance and repair, at Cabinet's sole cost and expense. Upon the cessation of use of the Project by the Cabinet, the Cabinet shall remove the improvements and restore the **City's** property to its original condition, at the Cabinet's sole cost and expense, to the **City's** satisfaction.
16. The Cabinet shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of **City**, which may be withheld with cause, and the execution of such Agreements as the **City** may require. The **City** may undertake alterations of its property, track or facilities if made necessary by the Project and shall be reimbursed by the Cabinet for the expenses incurred by **City** with respect to the removal and restoration of the crossing in connection with such alteration.
17. The Cabinet reserves the right in its sole discretion to demand that the **City** and all subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this Agreement. The Cabinet reserves the right at its sole discretion and with thirty (30) days written notice to terminate or suspend the

authorization for any and all work, any portion of, or all further work within the scope of work, without the Cabinet incurring any penalty or obligation for the reimbursement of unauthorized further work or expenditure incurred by the *City* after the date of notice of termination. Any authorized services performed, materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with Section III, Paragraph 12. The Cabinet shall thereafter authorize the *City* in writing to undertake only minimal, reasonable and necessary additional work or services and acquire, expend, use or install only minimal, reasonable and necessary additional materials to reestablish the original use and function of their facility.

18. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Kentucky. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
19. To the extent applicable to this agreement, the *City* shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410) if the utility work uses any amount of Federal Aid Highway Program (FAHP) funding. The *City* is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of the *City's* facilities (as specified in 23 CFR 645) on contracts or agreements involving FAHP funding and over regulations which allow the *City* to furnish materials from *City* stock (as specified in 23 CFR 645.117(e)). *City* stock materials that do not meet Buy America requirements may not be permanently incorporated into an FAHP funded project. The *City* must provide a definitive statement that all steel and iron products and their coatings, permanently incorporated into the project are compliant with the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.
20. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

21. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows to comply with Executive Order 11246: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
22. The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Railroad by registered or certified mail.
23. The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.
24. KRS 45A.485 requires the *City* and all contractors and subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Railroad within the previous five (5) year period of the provisions of KRD chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the *City* and all contractors and subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the *City* and all contractors and subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

City must check one:

_____ The *City* has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The *City* has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

The remainder of this page is intentionally left blank.

Hopkins County
City of Madisonville
 Item No. 02-137.10

AGREEMENT EXECUTION

By the execution of this Agreement, the Parties warrant that they have fully read the Agreement, and agree to the terms and conditions. The *City* warrants that the *City* facilities exist and require active *City* participation on behalf of the *City*. The Cabinet warrants that the required services are reimbursable and shall be reimbursed as stipulated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

This, the _____ day of _____, 2020.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET APPROVALS

Approval of the Division of Right of Way and Utilities

Signature: _____
 Dean Loy, Division Director

Approval of the Utilities & Rails Branch

Signature: _____
 TEBM – Utilities and Rails
 Date: _____

Approved Form and Legality

Signature: _____
 Attorney for Office of Legal Services

Date: _____

Approval of *City*

Printed Representative Name: _____ Date: _____

Title: _____ Signature: _____

Attachment: Railroad Coordination (1724 : Resolution to enter into a contract with the Kentucky Transportation Cabinet)

Hopkins County
City of Madisonville
Item No. 02-137.10



Steven L. Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
OFFICE OF THE SECRETARY
Room 383, Capitol Annex
702 Capital Avenue
Frankfort, KY 40601-3462
(502) 564-4240
Fax (502) 564-6785

Lori H. Flanery
Secretary

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a formal review process should be created whereby the Finance and Administration Cabinet would provide oversight and direction to an agency of the Commonwealth that is in a dispute with a vendor regarding documents that it believes are being improperly withheld by the vendor and are necessary to conduct a thorough review of the vendor's activities pursuant to said contract; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, 45A.230, and 200 KAR 5:314, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the filing of a Petition for Determination with the Finance and Administration Cabinet by an agency of the Commonwealth, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the filing of a Petition for Determination from an agency of the Commonwealth, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits,

investigations or any other formal inquiry and a dispute has arisen as to what documents are necessary to conclude the inquiry.

- III. Upon the filing of a Petition for Determination by an agency of the Commonwealth pursuant to Section I or Section II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.
- IV. If the Determination concludes that documents are being wrongfully withheld by the vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall pursue any and all options that it possesses to obtain the documents in question, including, but not limited to the following:
 - a. Initiating discussions with the vendor to obtain the documents determined to be necessary for the inquiry;
 - b., Terminating the vendor's contract; or
 - c. Filing an action jointly or singularly against the vendor in a court of appropriate jurisdiction to obtain a court order mandating the disclosure of the documents determined to be necessary for the inquiry.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

THIS ORDER SHALL BECOME EFFECTIVE UPON EXECUTION.

December 11, 2019

Via Email:
City of Madisonville, KY
Mr. Eric Hickman
City Engineer
P.O. Box 705
Madisonville, KY 42431

Re: Itemized break down, Labor, Equipment and Material and other

Bid# 2019-201-0231

Dear Mr. Hickman:

For your review and consideration, in response to your request, Road & Rail Services is pleased to offer these proposals. Our proposal is based upon the following scope of work, terms & conditions, and pricing.

Scope of Work (SOW):

- Road crossing Renewal:

Saw cut and remove existing old asphalt 8" beneath old existing track, old material will be stockpiled for the city to remove close by.

- The crossing will excavated 100' x 12' to install 10' twenty feet off the edges of the crossing.
- Construct new 80' panel with new 115 Re rail and 10' ties.
- Furnish and install 2 each welds to make the panel joint free from the road crossing.
- Furnish and install filter fabric the entire excavated area.
- Install 6" corrugated metal pipe for drainage on both sides of the crossing.
- Install schedule 40 PVC for future signal wire if needed.
- Furnish and install 6" of compacted sub-ballast in the excavated area for the new panel.
- Pull the 80' track panel into place and hook into the existing old 9020 with compromise bars.
- Furnish and install 1 ½ clean ballast to surface, align and dress to the City's provided elevations.
- Furnish and install a 50' concrete crossing on the track aligned with the new roadway.

For the lump sum price of \$117,754.82

Labor: \$44,063.36
Equipment: \$38,744.41
Material: \$34,947.05

Total \$117,754.82

Gated Signal Package

Road & Rail Services will furnish a "Turn - Key" Gated Signal Material Package including the following:

1. Design of Signal System

2. Removal of existing Signal Case and Flashers
3. Wired 4' x 6' Railroad Signal House – Aluminum, with light/plug, vent fan, thermostat, standard ½" insulation, and hot dipped galvanized foundation.
4. LED Power-Off-Light with B12 and 110V Hookup
5. Required Motion Sensing Crossing Control Equipment
6. 20 Amp Charger for B12 Equipment
7. 40 Amp Battery Charger for Gates
8. (6) ea - 200 amp/hr Batteries for "B12" Equipment Side
9. (7) ea - 300 amp/hr Batteries for "B14" Gate Side
10. (2) ea. - Gate Assembly, with 5" Dia. x 15' Aluminum Signal Mast, Aluminum Junction Box Base, Gate Mechanism, Gate Counterweight Assembly, 20' Fiberglass Gate, Standard Conversion Bracket & Cast Adapters, (1) ea. 2-way LED Flashing Light Cross-arm Assembly for Main Indication, High Intensity Railroad Crossing Sign and Galvanized Foundation.
11. 7C#6 and 7C#14 Direct Burial Signal Cable to Gate Assemblies as needed.
12. 3C#6 Direct Burial Track Connection Cable as needed.
13. Removal of existing Signal Case & Flashing Lights.
14. Labor to install Signal Enclosure, Signals, Signal Cable, Control Equipment, Implementation & System Start-up, and removal of old Signal Equipment if needed.
15. "As-Built Drawings" upon completion of project.

Our estimate for this "turn-key" signal package is **\$218,236.25**

Engineering: \$5000.00
Labor: \$52,527.96
Material: \$136,200.29
Rental: \$14,112.50
Mob: \$10,395.50
Total: \$218,236.25

Special Conditions:

1. Our price is predicated on good digging conditions. Any underground obstruction conflict to be resolved by Road & Rail and owner. Delays caused by underground conflicts shall not hold up payment of materials. If delay causes additional mobilizations to complete work, then additional mobilization costs will be billed at time and material.
2. Conduit to be installed by Road & Rail during crossing renovation – no conduit boring is included in estimate. We normally use 4" Sch. 80 Electrical PVC conduit for this purpose.
3. Estimate based on using existing electrical drop if amperage is sufficient. We have not included any money for electric service upgrade.
4. Since the second track is being eliminated the signal will have to be moved towards the remaining track, this may cause a conflict with the existing drive that leads into the plant



adjacent to the railroad track. This drive may need to be redesigned or a guardrail may need to be installed. We have not included any monies in our estimate for removal of asphalt, application of new asphalt or for guardrails.

5. Currently there is no signal protection for either of the side drives adjacent to the crossing, if the DOT determines that these drives need signalization than side lighting will be added at extra cost.

Terms & Conditions:

- The pricing in this proposal includes all costs (personnel, meals, motels, materials, permits, and equipment) and time (work time, mobilization, and de-mobilization) to provide the SOW outlined above.
- *Customer* agrees that any change to the SOW outlined above may result in an adjustment to pricing.
- Road & Rail Services shall not be responsible for any failure or delay due to Acts of God, local labor issues (not our own), railroad operating requirements, or any other issue not directly in our control.
- *Customer* agrees to pay, at the rate identified in the Pricing section below, for any delays not caused by an Act of God or directly attributed to Road & Rail Services.
- Any issues/repairs discovered after removal of obstructing debris or existing parts/materials will be discussed and rate agreed upon prior to work continuing in that area.
- *Customer* is solely responsible for obtaining approval from property owners for the ingress and egress to the job site. *Customer* is responsible for any damage to property which our equipment must transit from the end of our permitted routes to the job site unless caused by our sole negligence. *Customer* will be solely responsible for any subsequent environmental pollution which may affect any watershed area.
- Indemnity:
 - By Road & Rail Service: Road & Rail Services shall defend, indemnify and hold *Customer* harmless from all liability, losses, claims, causes of action and expenses including legal fees, based upon or arising out of injury to or death of persons or damage to or loss of property caused by the negligent acts or omissions of Road & Rail Services, its employees or agents in connection with Road & Rail Services performance under this Agreement.
 - By *Customer*: *Customer* shall defend, indemnify and hold Road & Rail Services harmless from all liability, losses, claims, causes of action and expenses including legal fees, based upon or arising out of injury to or death of persons or damage to or loss of property caused by the negligent acts or omissions of *Customer* its employees or agents in connection with this Agreement.
 - Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

- If Services performed by Road & Rail Services for *Customer* or tangible property sold by Road & Rail Services to *Customer* are subject to state or local sales tax, Road & Rail Services shall collect from *Customer* and remit said sales tax in accordance with the laws of the state or local taxing authority.
- Workmanship Warranty – Limited 1 year warranty from date of job completion by Road & Rail Services.
- Materials Warranty – A pass through of warranty terms from Road & Rail Services consistent with those provided to Road & Rail Services by material suppliers.
- *Customer* acknowledges invoicing shall occur within 5 days of the completion of the work outlined in the above SOW.

- *Customer* acknowledges payment shall be made electronically within 15 days of invoice date to Road & Rail Services, Inc. to our designated financial institution:

Stock Yards Bank
Account Name: Road & Rail Services
Routing # 083000564
Account # 1728482

- *City of Madisonville KY* acknowledges this proposal expires in **30 days from the above date.**

Pricing:

- Fixed Bid Proposals for the crossing work and the signal work separately described on the bid form provided by RRS.
- Delay charges of \$90.00 per Man Hour

For clarification of the above proposal, please contact me at 314-308-1999.

Please acknowledge your acceptance of the above proposal by signing below and returning to my attention.

Conrad McMillin
General Manager/Track Services
Road & Rail Services
cmcmillin@roadandrail.com
314-308-1999



ROAD & RAIL
SERVICES™ *Performance in Motion*

4233 Bardstown
Suite 200
Louisville, KY 40218
OFF 502.495.6688
FAX 502.495.6687
www.RoadandRail.com

7.B.B.a

Attachment: Railroad Coordination (1724 : Resolution to enter into a contract with the Kentucky Transportation Cabinet)



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Louisville, KY 40218
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7.B.B.a

Sincerely,
Conrad McMillin
Road & Rail Services Inc.
314-308-1999

Attachment: Railroad Coordination (1724 : Resolution to enter into a contract with the Kentucky Transportation Cabinet)

**CITY OF MADISONVILLE
RESOLUTION**

**ACCEPT BID FOR FOUNDATION & SLAB FOR 6 UNIT T-HANGAR STRUCTURE AT
MADISONVILLE REGIONAL AIRPORT**

WHEREAS, the City of Madisonville advertised bids for Foundation & Slab for 6 Unit T-Hangar structure at Madisonville Regional Airport to be opened on November 25, 2019 at 10:30 a.m.; and

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

Name	Bid Amount
Adams Contracting	\$138,800.00
C&C Contracting	\$139,800.00
Downey Professional Construction	\$134,500.00
Hazex Construction	\$128,335.00
KMAC Contracting	\$105,400.00
Lawrence Construction	\$91,500.00
Scott & Murphy	\$125,680.00
Waycon Construction	\$83,500.00

WHEREAS, Lawrence Construction was the best bid received that met all specifications that were required by the City of Madisonville.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to Lawrence Construction for the foundation & slab for the 6 unit T-Hangar structure in the amount of \$91,500.00.

ADOPTED on this 2nd day of March, 2020.

ATTEST:

BID

PROPOSAL of Waycon Construction
 (hereinafter called "BIDDER"), organized and existing under the Laws of the
 State of Kentucky doing business in Kentucky
 as Waycon Construction

To: City of Madisonville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of: Tee Hangar Foundation & Slab, Madisonville Municipal Airport in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within on or before 30 calendar days from notice to proceed.

BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

RM
 Initial by Bidder

B-1

Bid, Page 2

Note: BIDS shall include sales tax and all other applicable taxes and fees. The Owner will not be responsible for any sales tax on this job.

This Contract shall include the furnishing of all tools, equipment, material, labor and services required for the construction and installation of the Project as noted in the Specifications. The Bid is set up with one (1) Lump Sum item.

Item	Quantity	Units	Description	Unit Price	Extended Price
1	1	LS	Construction of One Tee Hanger Foundation and Slab as Shown on Drawings GE20-773 Drawing 001, 002, 003.	\$83,500.00	* Unsuited Sbils \$500.00 PER Cubic Yard

TOTAL \$83,500.00

\$83,500.00

Dollars and 0 Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

TOTAL \$ 83,500.00

Eighty Three Thousand Five Hundred Dollars and 0 Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

RM
Initial by Bidder

Bid, Page 3

Respectfully submitted:

Waycon Construction
Company

Richard Mitchell
Name

Project Manager
Title

P.O. Box 678
Address

Eddyville, Ky. 42038
City, State, Zip Code

Richard Mitchell
Signature

License number
(if applicable)

SEAL – (if BID is by a corporation)

B-3

BID

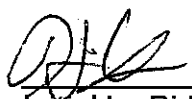
PROPOSAL of Lawrence Concrete Construction, LLC
 (hereinafter called "BIDDER"), organized and existing under the Laws of the
 State of Kentucky doing business in Kentucky
 as Lawrence Concrete Construction, LLC.

To: **City of Madisonville** (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of: **Tee Hangar Foundation & Slab, Madisonville Municipal Airport** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, the this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and the fully complete the PROJECT within on or before **30 calendar days** from notice to proceed.

BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.


 Initial by Bidder

B-1

Bid, Page 2

Note: BIDS shall include sales tax and all other applicable taxes and fees. The Owner will not be responsible for any sales tax on this job.

This Contract shall include the furnishing of all tools, equipment, material, labor and services required for the construction and installation of the Project as noted in the Specifications. The Bid is set up with one (1) Lump Sum item.

Item	Quantity	Units	Description	Unit Price	Extended Price
1	1	LS	Construction of One Tee Hanger Foundation and Slab as Shown on Drawings GE20-773 Drawing 001, 002, 003.		\$91,500

TOTAL \$91,500

Ninety One Thousand Five Hundred Dollars and zero Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

TOTAL \$ 91,500

Ninety One Thousand Five Hundred Dollars and zero Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).


Initial by Bidder

Bid, Page 3

Respectfully submitted:

Lawrence Concrete Construction LLC
Company

Hollis Lawrence
Name

Owner
Title

PO Box 1206
Address

Morgantown KY 42261
City, State, Zip Code


Signature

License number
(if applicable)

SEAL – (if BID is by a corporation)

BID

PROPOSAL of Adams Contracting, LLC

(hereinafter called "BIDDER"), organized and existing under the Laws of the
State of Kentucky doing business in Kentucky
as Corporation.

To: City of Madisonville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of: Tee Hangar Foundation & Slab, Madisonville Municipal Airport in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within on or before 30 calendar days from notice to proceed.

BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00 for each consecutive calendar day** thereafter as provided in Section 15 of the General Conditions.

CSK
Initial by Bidder

B-1

Bid, Page 2

Note: BIDS shall include sales tax and all other applicable taxes and fees. The Owner will not be responsible for any sales tax on this job.

This Contract shall include the furnishing of all tools, equipment, material, labor and services required for the construction and installation of the Project as noted in the Specifications. The Bid is set up with one (1) Lump Sum item.

Item	Quantity	Units	Description	Unit Price	Extended Price
1	1	LS	Construction of One Tee Hanger Foundation and Slab as Shown on Drawings GE20-773 Drawing 001, 002, 003.	138,800 ⁰⁰	138,800 ⁰⁰

TOTAL 138,800⁰⁰

One Hundred Thirty eight Thousand Eight Hundred **Dollars and Zero Cents**

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

TOTAL \$ 138,800⁰⁰

One Hundred Thirty eight Thousand Eight Hundred **Dollars and Zero Cents**

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

CSA

Initial by Bidder

PRICE TO UNDERCUT UNSUITABLE SOILS (OWNER TO PROVIDE TRUCKS AND HAUL OFF) \$25.00/CY

PRICE TO REPLACE UNDERCUT WITH STONE \$30.00/TON

Bid, Page 3

Respectfully submitted:

Adams Contracting, LLC

Company

Scott Adams, PE

Name

President

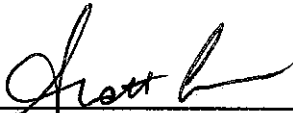
Title

131 Prosperous Place, Suite 19A

Address

Lexington, KY 40509

City, State, Zip Code



Signature

N/A

License number

(if applicable)

SEAL – (if BID is by a corporation)

B-3

BID

PROPOSAL of Kmac Contracting LLC
 (hereinafter called "BIDDER"), organized and existing under the Laws of the
 State of Kentucky doing business in Kentucky
 as Kmac Contracting LLC.

To: **City of Madisonville** (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of: **Tee Hangar Foundation & Slab, Madisonville Municipal Airport** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within on or before **30 calendar days** from notice to proceed.

BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00 for each consecutive calendar day** thereafter as provided in Section 15 of the General Conditions.

DK
 Initial by Bidder

B-1

Bid, Page 2

Note: BIDS shall include sales tax and all other applicable taxes and fees. The Owner will not be responsible for any sales tax on this job.

This Contract shall include the furnishing of all tools, equipment, material, labor and services required for the construction and installation of the Project as noted in the Specifications. The Bid is set up with one (1) Lump Sum item.

Item	Quantity	Units	Description	Unit Price	Extended Price
1	1	LS	Construction of One Tee Hanger Foundation and Slab as Shown on Drawings GE20-773 Drawing 001, 002, 003.	\$105,400.00	\$105,400.00

TOTAL \$105,400.00

One hundred five thousand, four hundred **Dollars and** zero **Cents**

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

TOTAL \$ 105,400.00

One hundred five thousand, four hundred **Dollars and** zero **Cents**

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

D/L
Initial by Bidder

Respectfully submitted:

Company

Name

Title

Address

City, State, Zip Code

License number
(if applicable)

SEAL – (if BID is by a corporation)

BID**PROPOSAL** of C & C Contracting, LLC

(hereinafter called "BIDDER"), organized and existing under the Laws of the
 State of Kentucky doing business in Kentucky
 as C & C Contracting, LLC.

To: **City of Madisonville** (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of: **Tee Hangar Foundation & Slab, Madisonville Municipal Airport** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, the this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and the fully complete the PROJECT within on or before **30 calendar days** from notice to proceed.

BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.



Initial by Bidder

B-1

Attachment: Airport Concrete Bids (1725 : Accept bid for Foundation & Slab for 6 Unit T-Hangar structure at Madisonville Regional Airport)

Bid, Page 2

Note: BIDS shall include sales tax and all other applicable taxes and fees. The Owner will not be responsible for any sales tax on this job.

This Contract shall include the furnishing of all tools, equipment, material, labor and services required for the construction and installation of the Project as noted in the Specifications. The Bid is set up with one (1) Lump Sum item.

Item	Quantity	Units	Description	Unit Price	Extended Price
1	1	LS	Construction of One Tee Hanger Foundation and Slab as Shown on Drawings GE20-773 Drawing 001, 002, 003.		139,800. ⁰⁰

TOTAL 139,800.⁰⁰

One Hundred Thirty Nine Thousand Eight Hundred. ⁰⁰ **Dollars and Zero Cents**

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

TOTAL \$ 139,800.⁰⁰

One Hundred Thirty Nine Thousand Eight Hundred **Dollars and Zero Cents**

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

PL
Initial by Bidder

B-2

Under Cut, Removal, Reseal - and replacement of unsuitable Soil Material
with suitable stone compacted - \$45.⁰⁰ C.Y.

Bid, Page 3

Respectfully submitted:

C & C Contracting, LLC

Company

Robert Cates

Name

Member

Title

816 Meadow Lane

Address

Russellville, KY 42276

City, State, Zip Code



Signature

License number

(if applicable)

SEAL – (if BID is by a corporation)

B-3

Attachment: Airport Concrete Bids (1725 : Accept bid for Foundation & Slab for 6 Unit T-Hangar structure at Madisonville Regional Airport)

BID

PROPOSAL of Downey Professional Construction
 (hereinafter called "BIDDER"), organized and existing under the Laws of the
 State of Kentucky doing business in Kentucky
 as Downey Professional Construction.

To: City of Madisonville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of: Tee Hangar Foundation & Slab, Madisonville Municipal Airport in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within on or before 30 calendar days from notice to proceed.

BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00 for each consecutive calendar day** thereafter as provided in Section 15 of the General Conditions.

JM
 Initial by Bidder

B-1

Bid, Page 2

Note: BIDS shall include sales tax and all other applicable taxes and fees. The Owner will not be responsible for any sales tax on this job.

This Contract shall include the furnishing of all tools, equipment, material, labor and services required for the construction and installation of the Project as noted in the Specifications. The Bid is set up with one (1) Lump Sum item.

Item	Quantity	Units	Description	Unit Price	Extended Price
1	1	LS	Construction of One Tee Hanger Foundation and Slab as Shown on Drawings GE20-773 Drawing 001, 002, 003.		\$134,500.00

TOTAL \$134,500.00

ONE HUNDRED, THIRTY-FOUR THOUSAND, FIVE HUNDRED Dollars and ZERO Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

TOTAL \$ 134,500.00

Dollars and Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

JM
Initial by Bidder

Bid, Page 3

Respectfully submitted:

Downey Professional Construction
Company

Josh Menden
Name

PRESIDENT
Title

850 South Main Suite 102
Address

Madisonville Ky 42431
City, State, Zip Code


Signature

License number
(if applicable)

SEAL – (if BID is by a corporation)

B-3

BID

PROPOSAL of Scott & Murphy, Inc.

(hereinafter called "BIDDER"), organized and existing under the Laws of the
State of Kentucky doing business in Kentucky
as Contractor

To: City of Madisonville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of: Tee Hangar Foundation & Slab, Madisonville Municipal Airport in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within on or before 30 calendar days from notice to proceed.

BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

GM

Initial by Bidder

B-1

Bid, Page 2

Note: BIDS shall include sales tax and all other applicable taxes and fees. The Owner will not be responsible for any sales tax on this job.

This Contract shall include the furnishing of all tools, equipment, material, labor and services required for the construction and installation of the Project as noted in the Specifications. The Bid is set up with one (1) Lump Sum item.

Item	Quantity	Units	Description	Unit Price	Extended Price
1	1	LS	Construction of One Tee Hanger Foundation and Slab as Shown on Drawings GE20-773 Drawing 001, 002, 003.	\$125,680.00	\$125,680.00

TOTAL \$125,680.00

One Hundred, Twenty-Five Thousand, Six
Hundred, Eighty

Dollars and Zero Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

TOTAL \$ 125,680.00

Dollars and Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

GMA

Initial by Bidder

Bid, Page 3

Respectfully submitted:

Scott & Murphy, Inc.

Company

Name

G. Michael Murphy, CEO

Title

2335 Barren River Road

Address

Bowling Green, KY 42101

City, State, Zip Code

Signature

G. Michael Murphy, CEO

KYTC #00890

License number
(if applicable)

SEAL – (if BID is by a corporation)

B-3

Attachment: Airport Concrete Bids (1725 : Accept bid for Foundation & Slab for 6 Unit T-Hangar structure at Madisonville Regional Airport)

BID

PROPOSAL of Hazex Construction Co., Inc.
 (hereinafter called "BIDDER"), organized and existing under the Laws of the
 State of Kentucky doing business in Kentucky
 as Hazex Construction Co., Inc., PO Box 357 Henderson, KY 42419

To: City of Madisonville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of: Tee Hangar Foundation & Slab, Madisonville Municipal Airport in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, the this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and the fully complete the PROJECT within on or before 30 calendar days from notice to proceed.

BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BKH
 Initial by Bidder

B-1

Bid, Page 2

Note: BIDS shall include sales tax and all other applicable taxes and fees. The Owner will not be responsible for any sales tax on this job.

This Contract shall include the furnishing of all tools, equipment, material, labor and services required for the construction and installation of the Project as noted in the Specifications. The Bid is set up with one (1) Lump Sum item.

Item	Quantity	Units	Description	Unit Price	Extended Price
1	1	LS	Construction of One Tee Hanger Foundation and Slab as Shown on Drawings GE20-773 Drawing 001, 002, 003.	\$128,335.00	\$128,335.00

TOTAL 128,335.00

One Hundred Twenty-Eight thousand Three hundred Thirty-Five Dollars and zero Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

TOTAL \$ 128,335.00

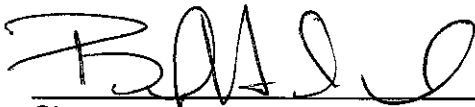
One Hundred Twenty-Eight thousand Three hundred Thirty-Five Dollars and zero Cents

(Total amount of Bid is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

BKH
Initial by Bidder

Bid, Page 3

Respectfully submitted:

Hazel Construction Co., Inc.
CompanyBrad Hazelwood
NamePresident
TitlePO Box 357
AddressHenderson, KY, 42419
City, State, Zip Code
Signature4530
License number
(if applicable)

SEAL – (if BID is by a corporation)

B-3



City Council
77 N. Main St.
Madisonville, KY 42431

SCHEDULED

ITEM FOR DISCUSSION (ID # 1723)

Meeting: 03/02/20 04:30 PM
Department: City Clerk Department
Category: Change Order
Prepared By: Kim Blue
Initiator: Debby Myers
Sponsors:
DOC ID: 1723

7.C.1

Approval for Change Order for the Airport T-Hangar

CONTRACT CHANGE ORDER

FROM:

ERECT-A-TUBE, INC.
 701 W. PARK STREET, PO BOX 100
 HARVARD, IL 60033-0100
 PHONE: 800-624-9219
 FAX: 815-943-4094

TO:

CITY OF MADISONVILLE
 PO BOX 705
 MADISONVILLE, KY 42431
 ATTN: ERIC HICKMAN
 VIA EMAIL: EHickman@madisonvillegov.com

DATE: FEBRUARY 25, 2020

JOB NO.: E-7947

CHANGE ORDER NO.: 01

ORIGINAL CONTRACT AMOUNT: \$108,520.00

PREVIOUS CHANGE ORDERS: .00

THIS CHANGE ORDER AMOUNT: \$7,500.00

REVISED CONTRACT TO DATE: \$116,020.00

THIS CHANGE ORDER INCLUDES MATERIAL ONLY (NO FIELD INSTALLATION LABOR) NECESSARY TO COMPLETE THE WORK AS DESCRIBED BELOW AND TO ADJUST THE TOTAL CONTRACT AS INDICATED. CHANGE ORDERS MUST BE SIGNED AND RETURNED TO COMPANY WITHIN TEN (10) DAYS OF RECEIPT BY PURCHASER AND PRIOR TO FINAL DESIGN AND FABRICATION. CHANGE ORDERS MAY IMPACT PRICE, FABRICATION SCHEDULE AND DATE OF DELIVERY.
 =====

1. CHANGE ROOF FROM GALVALUME TO WHITE COLOR FINISH, INCLUDING RIDGE CAPS AND FASTENERS	\$3,703.00
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2. INCREASE IN MATERIAL COST FOR ONE (1) YEAR DUE TO DELAY IN PROJECT	\$3,797.00
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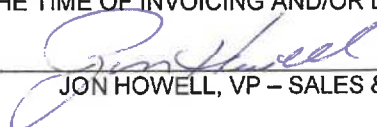
TOTAL CHANGE ORDER 01	\$7,500.00
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CHANGES APPROVED BY:

A DULY-AUTHORIZED OFFICER
 OF
 CITY OF MADISONVILLE

DATE APPROVED

THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT APPLY TO THIS CHANGE ORDER UNLESS SPECIFICALLY STATED OTHERWISE. ANY APPLICABLE TAXES WILL BE ADDED AT THE TIME OF INVOICING AND/OR DELIVERY.

ISSUED BY: 
 JON HOWELL, VP – SALES & MARKETING

FOR: ERECT-A-TUBE, INC.

A SIGNED FAXED OR E-MAILED CHANGE ORDER WILL BE ACCEPTED BETWEEN THE PARTIES AS AN ORIGINAL DOCUMENT.

WHITE – CUSTOMER, GREEN – PRODUCTION, CANARY – ACCOUNTING, PINK – ENGINEERING, GOLDENROD – JOB FILE



City Council
77 N. Main St.
Madisonville, KY 42431

SCHEDULED

ITEM FOR DISCUSSION (ID # 1722)

7.C.2

Meeting: 03/02/20 04:30 PM
Department: City Clerk Department
Category: Change Order
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1722

Approval for Change Order for the Brown Road Sewer Project

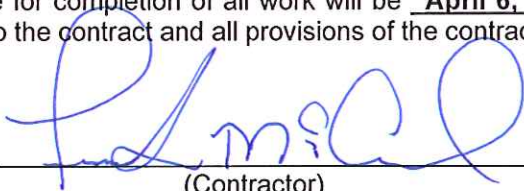
SECTION 00650**CONTRACT CHANGE ORDER**CHANGE ORDER NO. 2PROJECT: **Brown Road Sewer Replacement**DATE: 02-28-20LOCATION: Madisonville, KYTO: Scott & Ritter, INC

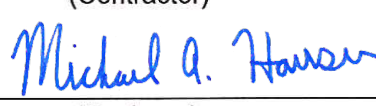
(Contractor)

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

ITEM NO.	DESCRIPTION OF CHANGES - QUANTITIES, UNITS, UNIT PRICES, CHANGES IN COMPLETION SCHEDULE, ETC.	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
1	Manhole Replacement	\$	\$4,450.00
	TOTAL DECREASE	\$	
	TOTAL INCREASE		\$4,450.00
	Net Increase Contract Price	\$	\$4,450.00
TOTAL CONTRACT PRICE BEFORE THIS CHANGE			\$575,696.00
NEW TOTAL CONTRACT PRICE INCLUDING THIS CHANGE			\$580,146.00

The time provided for completion in the contract is **unchanged**, increased, decreased, by 0 calendar days. The new date for completion of all work will be April 6, 2020 (date). This document shall become an amendment to the contract and all provisions of the contract will apply thereto.

Accepted by:  Date: 2-28-2020
(Contractor)

Reviewed by:  Date: 02-28-20
(Engineer)

Approved by: _____ Date: _____
(Owner)



City Council
77 N. Main St.
Madisonville, KY 42431

SCHEDULED

ITEM FOR DISCUSSION (ID # 1720)

7.C.3

Meeting: 03/02/20 04:30 PM
Department: City Clerk Department
Category: Grant
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1720

Permission to bid for a Fire Truck and to apply for a AFG Grant



City Council
77 N. Main St.
Madisonville, KY 42431

SCHEDULED

ITEM FOR DISCUSSION (ID # 1721)

Meeting: 03/02/20 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1721

7.C.4

Permission to apply for a Maintenance Building at Mahr Park Arboretum



PROCLAMATION



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

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

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

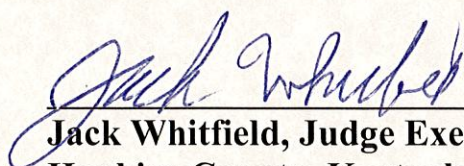
WHEREAS, business and community leaders can play a vital role in promoting the value of child and adult literacy; and

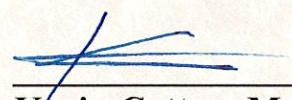
WHEREAS, children and adults must become excited about reading so they will be inspired to make a lifelong pursuit; and

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

NOW THEREFORE, in recognition of Literacy Celebration Month, the City of Madisonville and Hopkins County Fiscal Court proclaim March 2020 as

“LITERACY CELEBRATION MONTH”


 Jack Whitfield, Judge Executive
 Hopkins County, Kentucky


 Kevin Cotton, Mayor
 City of Madisonville, Kentucky