



AGENDA

- 1. CALL TO ORDER BY MAYOR KEVIN COTTON**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
 - A. Minutes of April 3, 2023
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills and Payroll
- 7. DEPARTMENT REPORTS**
 - A. Fire Department Report
 - B. Police Department Report
- 8. NEW BUSINESS**
 - A. Resolutions
 - A. Resolution to accept bid for the extension of Midtown Boulevard
 - B. Resolution to accept bids for Painting & Repairs at the Water Treatment Plant
 - C. Resolution to purchase membrane filters from Suez
 - D. Resolution to purchase gear boxes for oxidation ditch at Waste Water Treatment
 - B. Executive Orders
 - A. Re-appointment of Libby Spencer to Housing Authority
- 9. Announcements**
 - A. Proclamation - National Child Abuse Prevention Month
- 10. ADJOURNMENT**



MINUTES

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

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

Larry Noffsinger

4. **ROLL CALL**

Present: Council Member Misty Cavanaugh, Council Member Tony Space, City Council Member Larry Noffsinger, Council Member Frank Stevenson, Council Member Chad Menser

Absent: Council Member Adam Townsend

5. **APPROVAL OF MINUTES**

A. Approval of Minutes of March 20, 2023

RESULT: Approval of minutes of March 20, 2023

MOVER: Council Member Frank Stevenson

SECONDER: Council Member Tony Space

AYES: Misty Cavanaugh, Tony Space, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills and Payroll

RESULT: Approval of minutes of March 20, 2023

MOVER: Council Member Frank Stevenson

SECONDER: Council Member Tony Space

AYES: Misty Cavanaugh, Tony Space, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

7. **DEPARTMENT REPORTS**

A. Business License Report

B. Zoning Department Report

8. Council Committee Reports

A. Tourism Committee Report

RESULT: Motion to approve the costs of \$80,716.00 for additional lights and display for deck the park
MOVER: Council Member Frank Stevenson
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

B. Water/Wastewater Committee Report

RESULT: Approval to amend the policy and procedure manual for leak adjustments.
MOVER: Council Member Misty Cavanaugh
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

9. NEW BUSINESS

A. Resolutions

A. Resolution to declare a vehicle as surplus

RESULT: Approval of dodge charger as surplus property
MOVER: Council Member Tony Space
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

10. ITEM FOR DISCUSSION

A. Discussion of Bid for 712 East Broadway

RESULT: Approval to accept the bid of Brad & Falashea Crick in the amount of \$1,500.00
MOVER: Council Member Tony Space
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

11. Closed Session per KRS 61.810 (c) Discussions of proposed or pending litigation against or on behalf of the public agency.

RESULT: Approval to go in closed session

MOVER: Council Member Frank Stevenson

SECONDER: Council Member Misty Cavanaugh

AYES: Misty Cavanaugh, Tony Space, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

RESULT: Approval to come out of closed session

MOVER: Council Member Frank Stevenson

SECONDER: Council Member Tony Space

AYES: Misty Cavanaugh, Tony Space, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

RESULT: Motion to authorize the City of Madisonville to join with the City of Elizabethtown in the lawsuit pending in Franklin Circuit Court and to participate in the costs associated with the defense.

MOVER: Council Member Frank Stevenson

SECONDER: None

AYES: Misty Cavanaugh, Tony Space, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

12. ADJOURNMENT

RESULT: Adjourn

MOVER: Council Member Tony Space

SECONDER: City Council Member Larry Noffsinger

AYES: Misty Cavanaugh, Tony Space, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

	A	B	C	E	F
1			Bills and Payroll for Council Meeting 4/14/2023		
2	Co#	Bank#	Fund Name		
3	100	1	General Fund	\$ 19,729.54	
4				\$ 193,729.54	
5					
6					
7			Total General Fund	\$ 213,459.08	
8	190	7	Sanitation	\$ 9,815.30	
9				\$ 24,527.21	
10					
11					
12			Total Sanitation	\$ 34,342.51	
13	200	7	Electric/Utility Office	\$ 104,939.44	
14				\$ 51,587.36	
15					
16					
17			Total Electric/Utility Office	\$ 156,526.80	
18	210	6	Water and Filter	\$ 31,002.41	
19				\$ 32,937.52	
20					
21					
22			Total Water Filter	\$ 63,939.93	
23		7	Waste Water Collection and Treatment	\$ 48,568.55	
24				\$ 41,772.40	
25					
26					
27			Total Wastewater Collection and Treatment	\$ 90,340.95	
28					
29					
30	Co#	Dept #	Department Name	Amount	
31	100	Various	Governmental	\$ 47,739	
32	100	2100	Police	\$ 132,885	
33	100	2300	Fire	\$ 137,563	
34	100	3300	Transportation	\$ 26,538	
35	100	5000	Cemetery	\$ 9,535	
36	100	7000	Park	\$ 18,532	
37	190	3100	Sanitation	\$ 50,050	
38	200	1000/4500	Light Fund	\$ 119,787	
39	200	2000	Wastewater Treatment	\$ 18,948	
40	200	2001	Wastewater Collection	\$ 31,446	
41	200	4700/4600	Water and Filter	\$ 50,774	
42			Total Payroll	\$ 643,798	
43	Number of Employees Paid April 14, 2023 See next page				
44					
45					
46					
47					
48					
49					
50					
51					

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	6,788.70	.00	.00	6,788.70
100	1200	ADMINISTRATION	14,592.88	.00	.00	14,592.88
100	1400	FINANCE	13,004.18	.00	.00	13,004.18
100	1500	CITY CLERK	8,026.41	.00	.00	8,026.41
100	1700	ZONING	4,103.22	.00	.00	4,103.22
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,224.00	.00	.00	1,224.00
		Total Government	47,739.39	.00	.00	47,739.39
100	2100	POLICE DEPT-MADISO	109,731.87	17,021.63	.00	126,753.50
100	2150	POLICE FICA	5,678.02	453.41	.00	6,131.43
		Total Police	115,409.89	17,475.04	.00	132,884.93
100	2300	FIRE DEPT-MADISONV	88,463.84	41,809.96	5,928.83	136,202.63
100	2350	FIRE FICA/NON HAZA	1,360.00	.00	.00	1,360.00
		Total Fire	89,823.84	41,809.96	5,928.83	137,562.63
100	3300	TRANSPORTATION DEP	26,361.52	176.78	.00	26,538.30
		Total Transportati	26,361.52	176.78	.00	26,538.30
100	5000	CEMETERY DEPARTMEN	8,984.01	550.94	.00	9,534.95
		Total Cemetery	8,984.01	550.94	.00	9,534.95
100	7000	PARK DEPARTMENT	18,125.94	406.28	.00	18,532.22
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	18,125.94	406.28	.00	18,532.22
190	3100	SANITATION DEPARTM	48,361.68	1,688.03	.00	50,049.71
		Total Sanitation	48,361.68	1,688.03	.00	50,049.71
200	1000	UTILITY OFFICE	25,189.49	574.41	.00	25,763.90
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	90,210.46	3,813.11	.00	94,023.57
		Total Utility Offi	115,399.95	4,387.52	.00	119,787.47
210	2000	WASTEWATER TREATME	18,518.30	429.36	.00	18,947.66
210	2001	WASTEWATER COLLECT	30,780.37	666.11	.00	31,446.48
		Total Wastewater T	49,298.67	1,095.47	.00	50,394.14
211	4600	FILTER DEPARTMENT	19,077.52	1,752.56	.00	20,830.08
211	4700	WATER DEPARTMENT	29,111.80	832.10	.00	29,943.90
		Total Water	48,189.32	2,584.66	.00	50,773.98
		Grand Totals	567,694.21	70,174.68	5,928.83	643,797.72

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	15.75	.00	.00	15.75
100	1400	FINANCE	76.50	.00	.00	76.50
100	1500	CITY CLERK	80.00	.00	.00	80.00
100	1700	ZONING	70.00	.00	.00	70.00
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	242.25	.00	.00	242.25
100	2100	POLICE DEPT-MADISO	3,506.75	379.25	.00	3,886.00
100	2150	POLICE FICA	285.75	14.00	.00	299.75
		Total Police	3,792.50	393.25	.00	4,185.75
100	2300	FIRE DEPT-MADISONV	4,760.00	1,795.50	205.50	6,761.00
100	2350	FIRE FICA/NON HAZA	80.00	.00	.00	80.00
		Total Fire	4,840.00	1,795.50	205.50	6,841.00
100	3300	TRANSPORTATION DEP	1,427.34	6.00	.00	1,433.34
		Total Transportati	1,427.34	6.00	.00	1,433.34
100	5000	CEMETERY DEPARTMEN	480.00	22.00	.00	502.00
		Total Cemetery	480.00	22.00	.00	502.00
100	7000	PARK DEPARTMENT	845.59	19.50	.00	865.09
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	845.59	19.50	.00	865.09
190	3100	SANITATION DEPARTM	2,059.25	54.50	.00	2,113.75
		Total Sanitation	2,059.25	54.50	.00	2,113.75
200	1000	UTILITY OFFICE	835.25	22.75	.00	858.00
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	2,227.38	69.25	.00	2,296.63
		Total Utility Offi	3,062.63	92.00	.00	3,154.63
210	2000	WASTEWATER TREATME	603.00	13.25	.00	616.25
210	2001	WASTEWATER COLLECT	1,493.25	25.75	.00	1,519.00
		Total Wastewater T	2,096.25	39.00	.00	2,135.25
211	4600	FILTER DEPARTMENT	908.00	56.50	.00	964.50
211	4700	WATER DEPARTMENT	1,243.75	25.25	.00	1,269.00
		Total Water	2,151.75	81.75	.00	2,233.50
		Grand Totals	20,997.56	2,503.50	205.50	23,706.56

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	4/14/23	7	1	6
100	1200	ADMINISTRATION	4/14/23	6	5	1
100	1400	FINANCE	4/14/23	5	5	
100	1500	CITY CLERK	4/14/23	4	4	
100	1600	AIRPORT	4/14/23	4	4	
100	1700	ZONING	4/14/23	2	2	
100	1800	HUMAN RESOURCES	4/14/23	4	4	
100	2100	POLICE DEPT-MADISONVILLE	4/14/23	49	44	5
100	2150	POLICE FICA	4/14/23	7	2	5
100	2151	DISPATCH	4/14/23	13	13	
100	2200	ALCOHOLIC BEVERAGE CONTROL	4/14/23	1		1
100	2300	FIRE DEPT-MADISONVILLE	4/14/23	61	61	
100	2350	FIRE FICA/NON HAZARDOUS	4/14/23	1	1	
100	3300	TRANSPORTATION DEPT	4/14/23	20	18	2
100	5000	CEMETERY DEPARTMENT	4/14/23	7	7	
100	7000	PARK DEPARTMENT	4/14/23	16	12	4
100	7200	MAHR PARK	4/14/23	9	6	3
190	3100	SANITATION DEPARTMENT	4/14/23	28	28	
200	1000	UTILITY OFFICE	4/14/23	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	4/14/23	22	22	
210	2000	WASTEWATER TREATMENT	4/14/23	8	8	
210	2001	WASTEWATER COLLECTION	4/14/23	19	19	
210	2002	ENGINEERING & STORMWATER	4/14/23	4	4	
211	4600	FILTER DEPARTMENT	4/14/23	13	13	
211	4700	WATER DEPARTMENT	4/14/23	17	17	
		Totals		342	315	27

Madisonville Fire Department

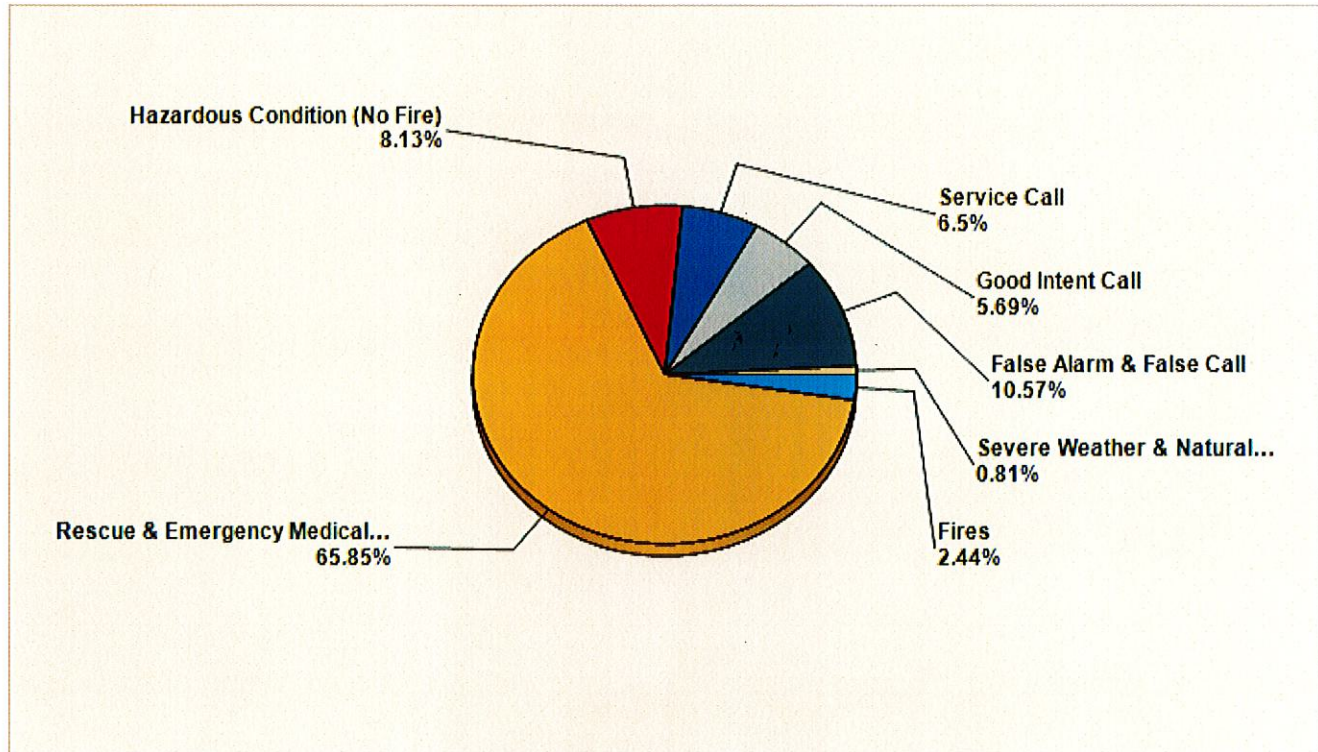
Monthly Report

March 2023



INCIDENT TYPE	# INCIDENTS	
MEDICAL	81	
FIRE	42	
TOTAL	123	
# OVERLAPPING	% OVERLAPPING	
26	21	
PRE-INCIDENT VALUE	LOSSES	
\$4,005,000.00	\$23,000.00	
DISPATCH TO RESPONDING (AVG: 01:18)		
	MEDICAL	FIRE
Station #1	0:01:20	0:01:19
Station #2	0:01:12	0:01:05
Station #3	0:00:56	0:01:36
Station #4	0:01:13	0:01:00
DISPATCH TO ARRIVAL (AVG: 0:04:49)		
	MEDICAL	FIRE
Station #1	0:04:53	0:04:30
Station #2	0:04:00	0:04:38
Station #3	0:04:52	0:03:50
Station #4	0:05:10	0:06:36
AVERAGE TIME ON SCENE	Monthly Training Hours	
21 minutes20 seconds	903	
INSPECTIONS		
Pre-Incident Inspections	45	
Fire Prevention Inspections	30	
Code Enforement Cases	153	
COMMUNITY OUTREACH		
Community Programs	10	
Smoke Alarms Issued	1	
Adult Contacts	451	
Children Contacts	340	

Madisonville Fire Department Incident Breakdown by Type March 2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	2.44%
Rescue & Emergency Medical Service	81	65.85%
Hazardous Condition (No Fire)	10	8.13%
Service Call	8	6.5%
Good Intent Call	7	5.69%
False Alarm & False Call	13	10.57%
Severe Weather & Natural Disaster	1	0.81%
TOTAL	123	100%

Madisonville Fire Department

Incident Breakdown by %

March 2023



INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	0.81%
131 - Passenger vehicle fire	1	0.81%
143 - Grass fire	1	0.81%
311 - Medical assist, assist EMS crew	74	60.16%
322 - Motor vehicle accident with injuries	5	4.07%
324 - Motor vehicle accident with no injuries.	2	1.63%
412 - Gas leak (natural gas or LPG)	1	0.81%
440 - Electrical wiring/equipment problem, other	3	2.44%
444 - Power line down	1	0.81%
461 - Building or structure weakened or collapsed	1	0.81%
462 - Aircraft standby	4	3.25%
512 - Ring or jewelry removal	1	0.81%
554 - Assist invalid	4	3.25%
561 - Unauthorized burning	3	2.44%
611 - Dispatched & cancelled en route	4	3.25%
622 - No incident found on arrival at dispatch address	1	0.81%
651 - Smoke scare, odor of smoke	1	0.81%
671 - HazMat release investigation w/no HazMat	1	0.81%
732 - Extinguishing system activation due to malfunction	1	0.81%
733 - Smoke detector activation due to malfunction	1	0.81%
735 - Alarm system sounded due to malfunction	2	1.63%
741 - Sprinkler activation, no fire - unintentional	1	0.81%
743 - Smoke detector activation, no fire - unintentional	2	1.63%
744 - Detector activation, no fire - unintentional	1	0.81%
745 - Alarm system activation, no fire - unintentional	5	4.07%
813 - Wind storm, tornado/hurricane assessment	1	0.81%
TOTAL INCIDENTS:	123	100%

Madisonville Fire Department

Pre-Incident Surveys

March 2023



1	601 Auto Detailing	601 S Main ST	03/15/2023
2	Abundant Grace Fellowship	360 Main, Street	03/20/2023
3	Addicted2Change Motorsports	404 S Main ST	03/10/2023
4	Advance Auto Parts	1040 N Main ST	03/15/2023
5	American Printing	249 N Main ST	03/10/2023
6	Ameriprise Financial	17 S Main ST	03/10/2023
7	Berry & Kington C.P.A.	2822 N Main ST	03/05/2023
8	Car Mart of Madisonville	342 S Main ST	03/20/2023
9	Christ the King Gymnasium	1500 Kingsway DR	03/25/2023
10	Clements Jewelers	36 S Main ST	03/17/2023
11	Cole & Durham Insurance	44 Union ST	03/10/2023
12	Corbin & Thomas Attorney Office	33 E Broadway ST	03/20/2023
13	Country Cupboard Resturaunt	581 McCoy AVE	03/20/2023
14	Dinky Diner	20 Court ST	03/20/2023
15	Dollar General	3604 Hanson RD	03/15/2023
16	Doug Ramey Law Office	36 Union ST	03/15/2023
17	Duggers Bar & Grill LLC	11 & 15 W Center	03/15/2023
18	Dunham's Sports	401 Madison Square DR	03/15/2023
19	Economy Rentals	649 S Main ST	03/10/2023
20	El Bracero	50 Chelsa DR	03/15/2023
21	Evergreen Life Service	1850 Lantaff BLVD	03/15/2023
22	Father And Sons Liquor West	825 Lake Pee Wee RD	03/10/2023
23	Fortner Gas	2955 Nebo RD	03/20/2023
24	Frymire, Peyton, Evans, & Teague	1 S Main ST #3rd floor	03/17/2023
25	Gov. Ruby Laffon Birthplace	107 Union ST	03/20/2023
26	H & R Block	1070 Thornberry DR	03/10/2023
27	Happy's Equipment	56 S Main ST	03/20/2023
28	Happy's of Madisonville	62 S Main ST	03/20/2023
29	Harris Funeral Home	134 N Main ST	03/15/2023
30	Johnstone Supply	1005 Nebo RD	03/20/2023
31	Hobo Mickey's Pizza	1065 National Mine DR	03/05/2023
32	Hopkins County Clerks Office	24 Union ST	03/20/2023
33	Housing Authority (Main Office)	211 Pride AVE	03/10/2023
34	Ideal Market #6	800 E Center ST	03/20/2023
35	J & R Bargains Plus	1035 National Mine DR	03/05/2023
36	Madisonville Country Club	105 Country Club LN	03/15/2023
37	Madisonville Donuts	724 East Center St	03/10/2023
38	Madisonville Ford Nissan	1801 Lantaff BLVD	03/15/2023
39	Alliance Coal	455 Island Park DR	03/10/2023
40	Mark Of Distinction	21 S Main ST	03/17/2023
41	Owensboro Health Multicare	444 S Main ST	03/20/2023
42	Riddle Insurance	245 S Main, Street	03/20/2023
43	Second Baptist Church	633 Bishop ST	03/15/2023
44	Subway	456 Hudson Park DR	03/10/2023
45	United Auto Glass	469 S Kentucky AVE	03/10/2023

Madisonville Fire Department

Community Events

March 2023



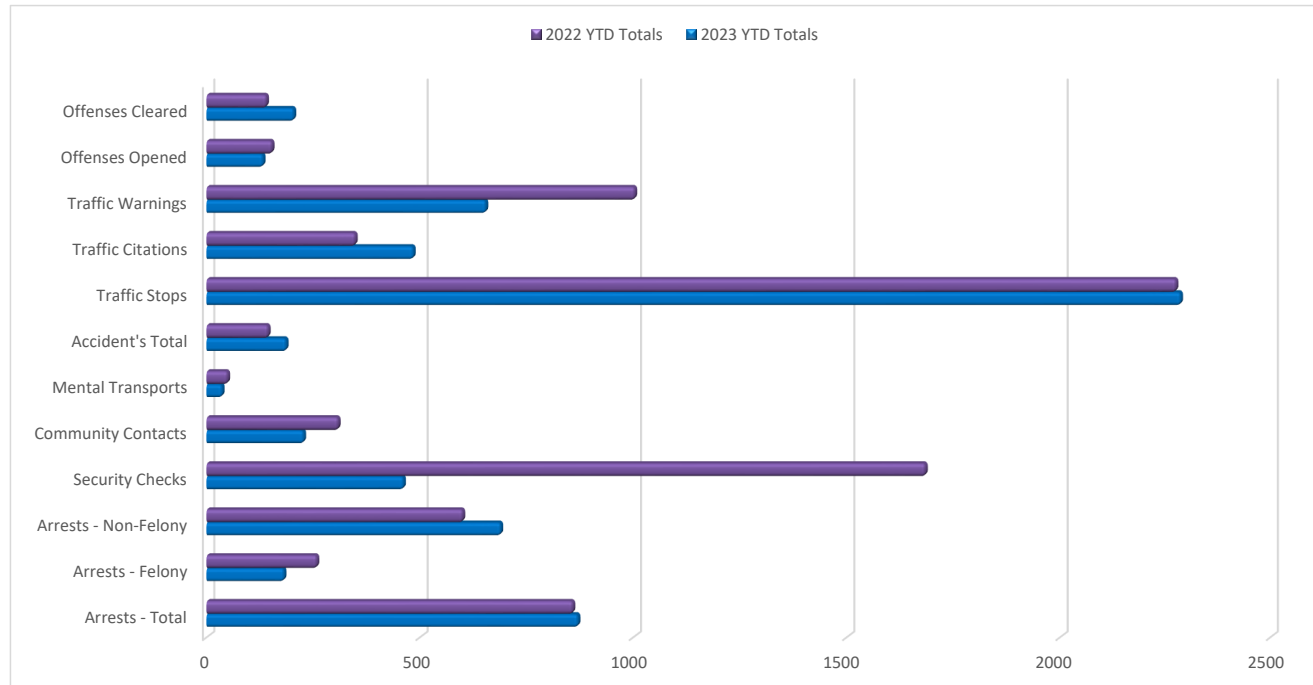
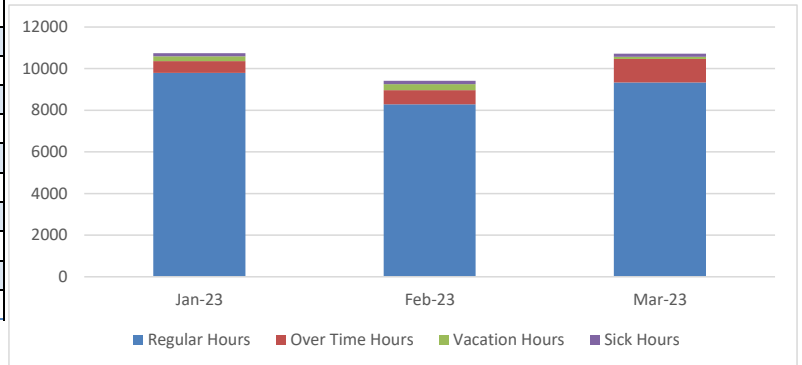
	03/06/2023	Walk through	Ladder Testing
Public Education			
	03/08/2023	School Event	Pride Elementary Kindergarten Fire Safety Talk and Engine Tour
	03/22/2023	School Event	MAPS
	03/29/2023	Community Event	Community Helpers Week at Thrive Academy
	03/29/2023	School Event	Corner Stone Prep Fire/First Aid
Public Relations			
	03/02/2023	Public Relations Presence	State of the City
	03/18/2023	Public Relations Presence	GRFFA Dinner
	03/28/2023	Station Tour	Cub Scouts Station tour
	03/29/2023	School Event	Thrive Academy
	03/30/2023	Public Relations Presence	GRFFA Meeting



Madisonville Police Department Council Report April, 2023

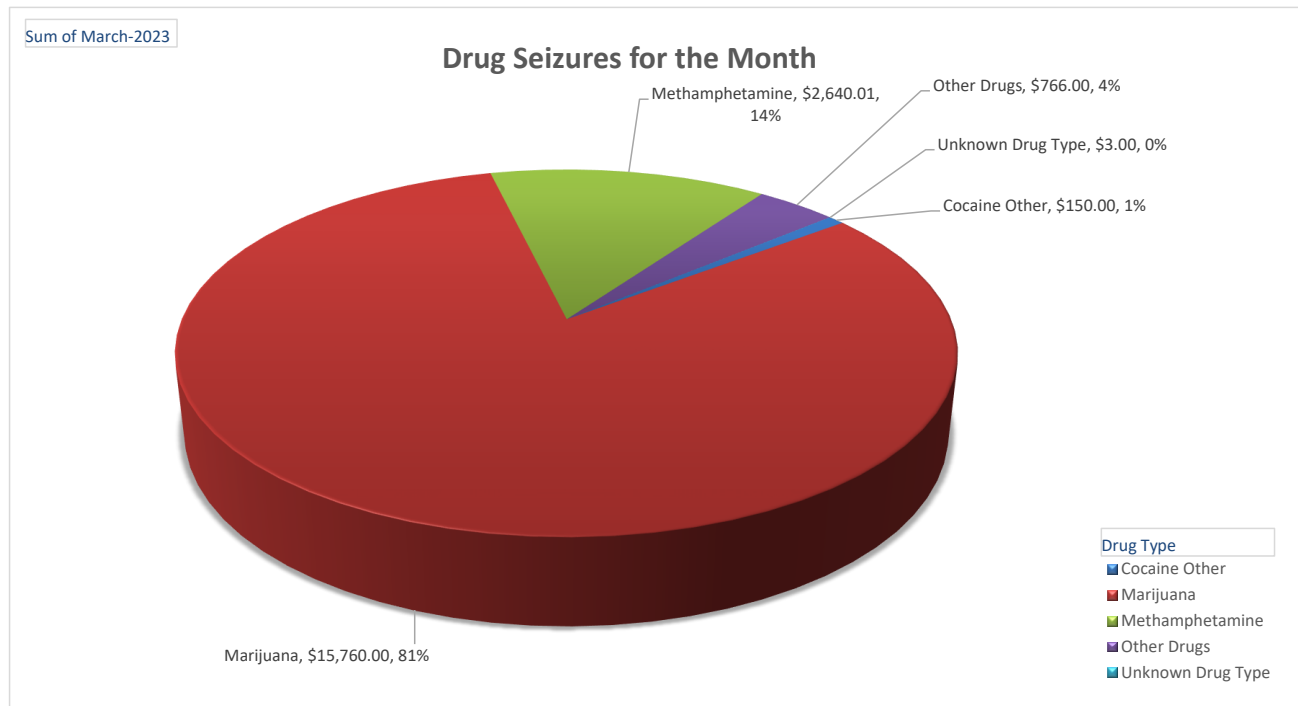


Type	Mar-23	Mar-22	2023 YTD Totals	2022 YTD Totals	Man Hours	Jan-23	Feb-23	Mar-23	Totals
Calls - Total Responses	4356	4211	11709	11570	Regular Hours	9796.9	8289	9332.86	27418.72
Arrests - Total	361	406	870	858	Over Time Hours	568.25	676.75	1139	2384
Arrests - Felony	91	140	181	258	Vacation Hours	226.75	291.34	104	622.09
Arrests - Non-Felony	270	266	689	600	Sick Hours	150.95	160.75	141.25	452.95
Security Checks	381	732	461	1684	Training Hours	576	484	772	1832
Community Contacts	93	130	227	308					
Mental Transports	9	25	36	49					
Accident's Total	47	59	186	144					
Traffic Stops	927	844	2284	2273					
Traffic Citations	179	129	484	348					
Traffic Warnings	209	367	654	1003					
Offenses Opened	48	62	132	153					
Offenses Cleared	70	67	204	140					
Stolen/Lost Property Value	\$ 37,030.05	\$ 35,483.72	\$214,351.09	\$69,485.25					
Recovered Property Value	\$ 13,687.23	\$ 31,828.73	\$35,384.91	\$34,438.25					
Average Response Time	4.52 Mins	3.85 Mins	4.06 Mins	3.74 Mins					





Madisonville Police Department Council Report April, 2023



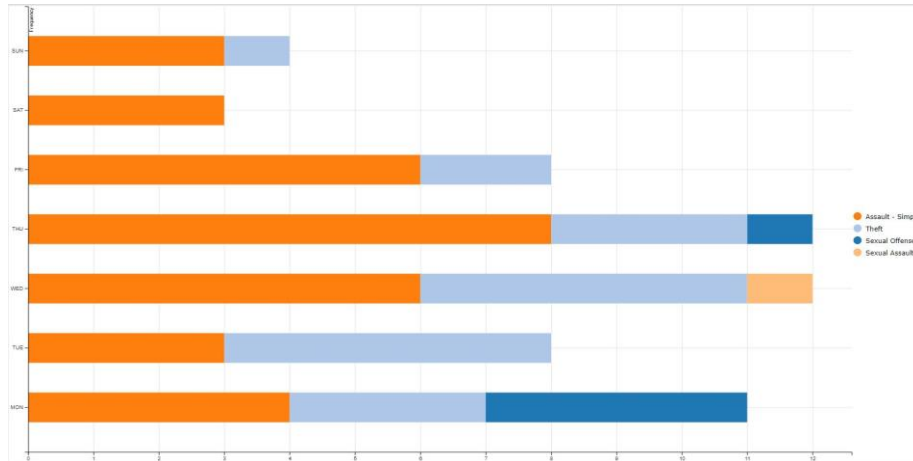
Total Seizures March 2023 \$ 19,319.01



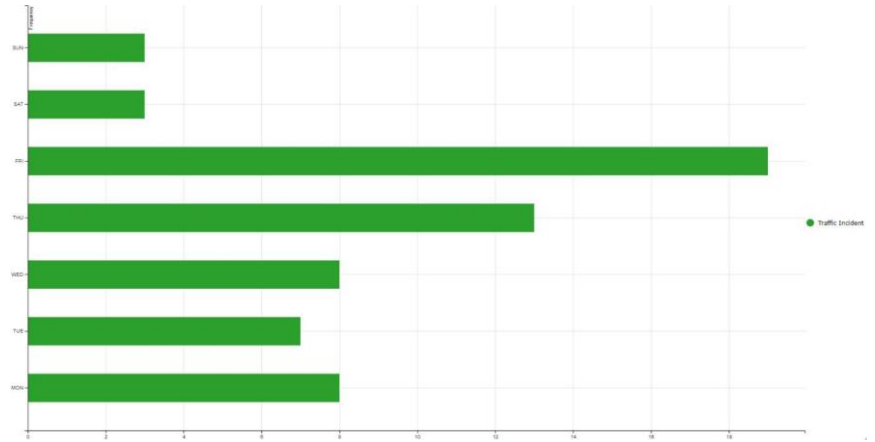
Madisonville Police Department Council Report April, 2023



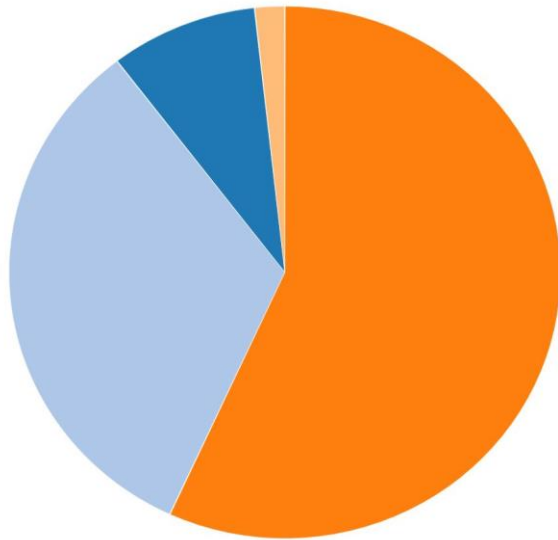
Part 1 Crimes by Day of Week



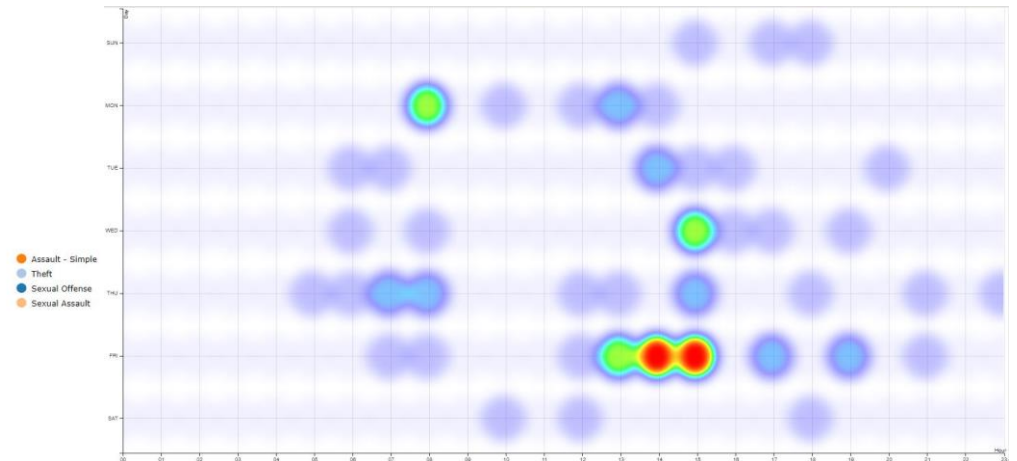
Traffic Accidents by Day of Week



Part 1 Crimes



Traffic Accident Highest Times

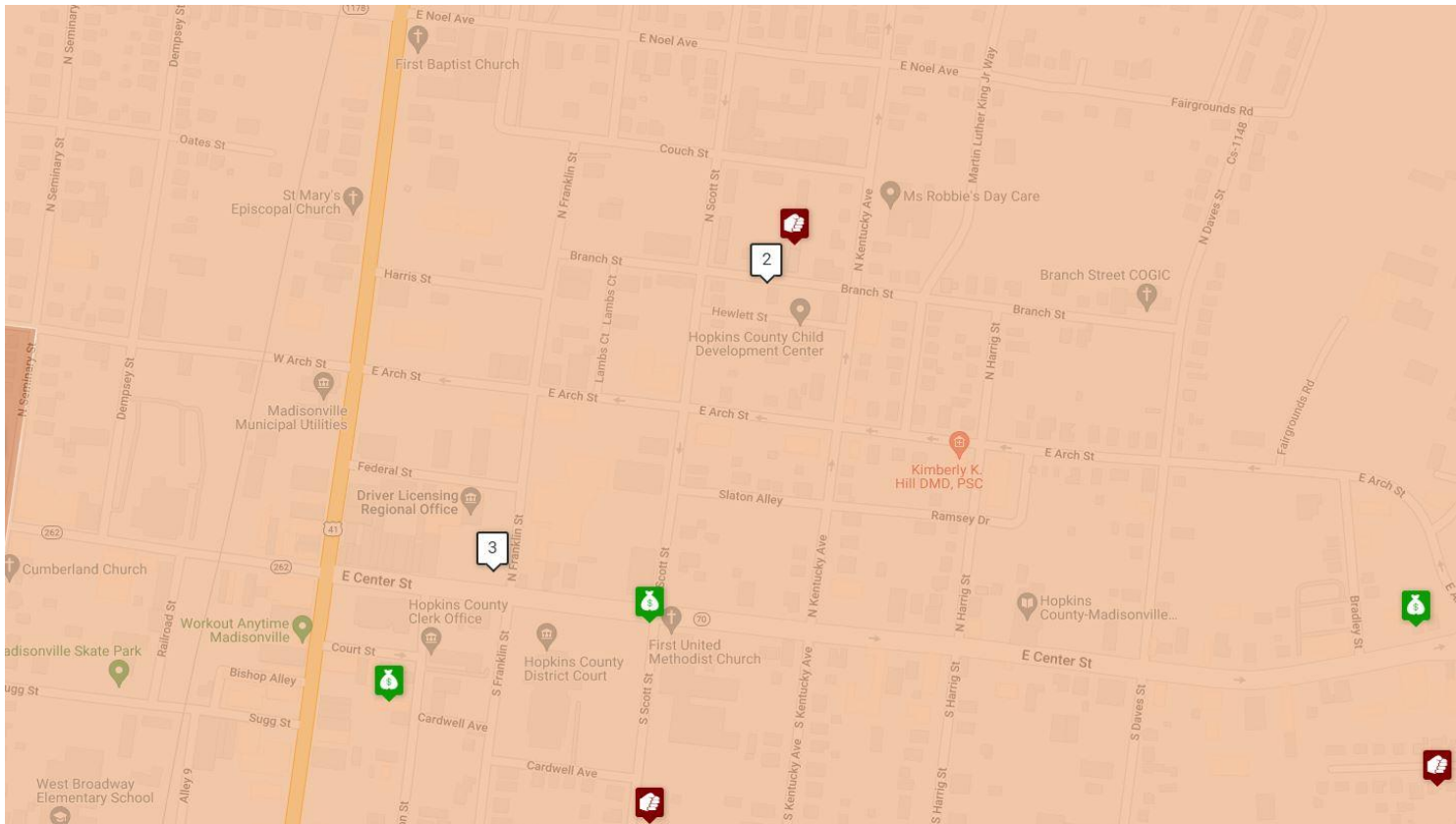




Madisonville Police Department Council Report April, 2023



Part 1 Crimes Highest Density

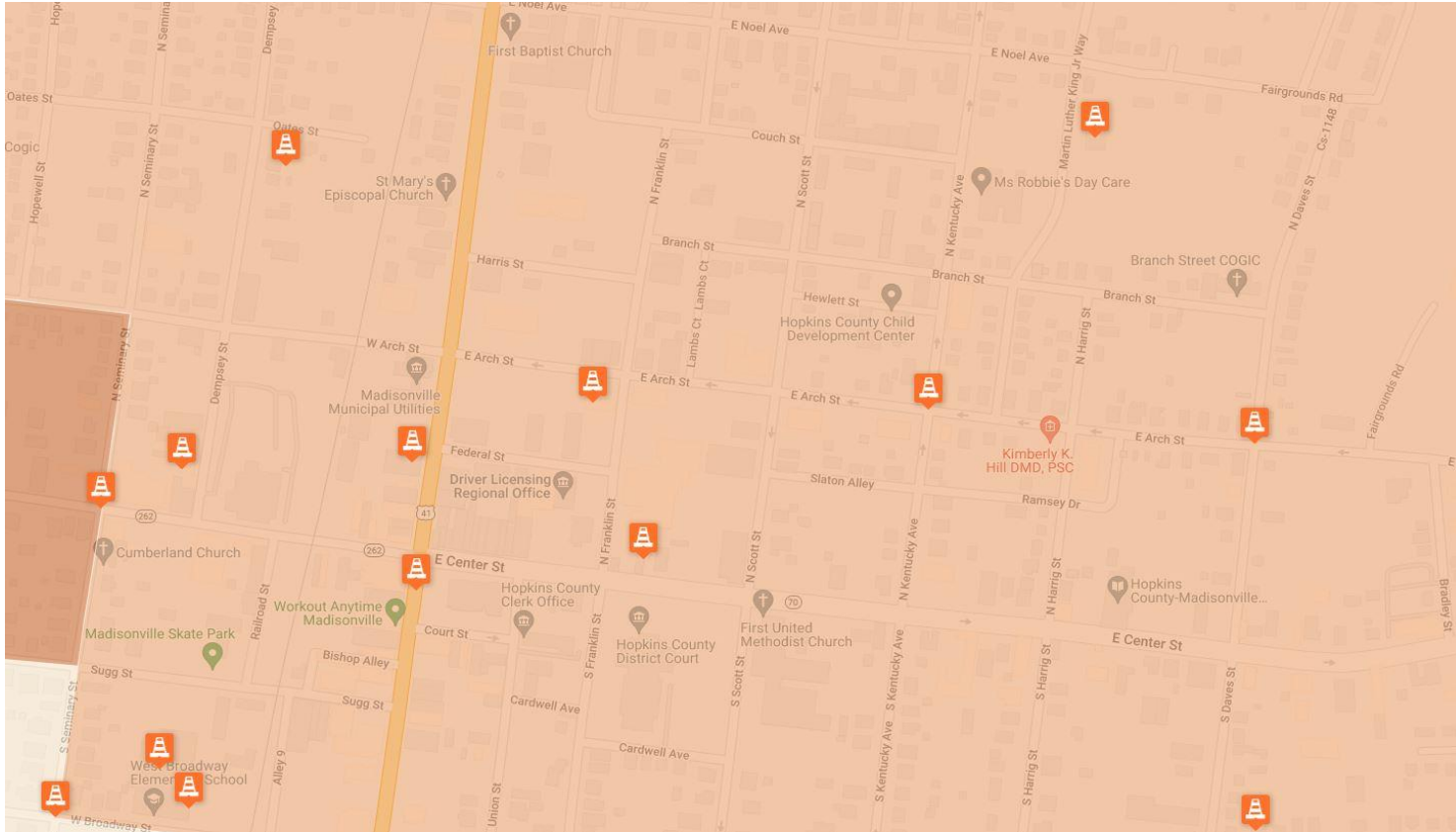




Madisonville Police Department Council Report April, 2023



Traffic Accidents Highest Density





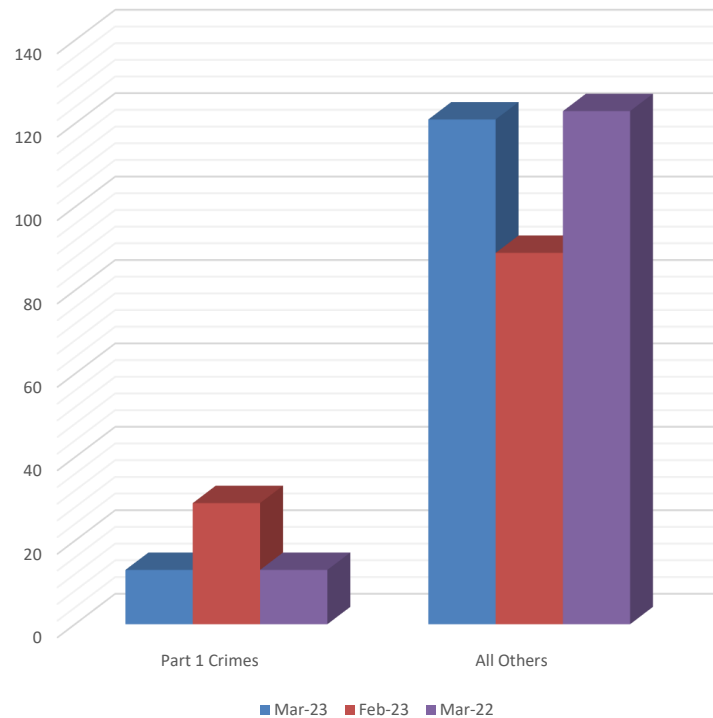
Madisonville Police Department Council Report April, 2023



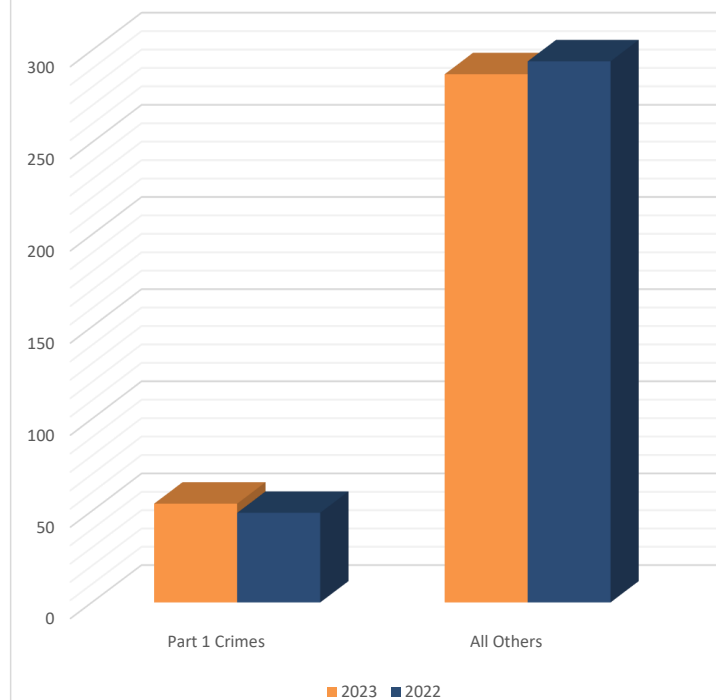
Crime Statistics Comparison

	Mar-23	Feb-23	Difference	Mar-22	Difference	Calendar Year to Date		
						2023	2022	Difference
Part 1 Crimes	13	29	-55%	13	0%	54	49	10%
All Others	121	89	36%	123	-2%	287	294	-2%
Total	134	118	14%	136	-1%	341	343	-1%

Monthly Comparison



Year to Date Comparison



Resolution No. 2023-13

Resolution to Accept Bids for Midtown Blvd Extension

WHEREAS, the City of Madisonville opened bids for the extension of Midtown Boulevard a total distance of approximately 0.256 miles on April 6, 2023 at 10:00 a.m.; and

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

Name	Bid Amount
Scotty's Contracting & Stone	\$3,156,493.70

WHEREAS, Scotty's Contracting & Stone was the only bid of \$3,156,493.70.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts the bid of Scotty's Contracting & Stone in the amount \$3,156,493.70.

City of Madisonville, KY

Bid Opening – Extension of Midtown Boulevard

Date of Bid Opening: 4/6/2023

Time of Bid Opening: 2:00 pm local time

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

Name	Total bid
Scotty's	3,156,493.70

Bid Items**Section: 0001 PAVING**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	2367	TON	30.27	\$	71,649.09
0020	00008		CEMENT STABILIZED ROADBED	6893	SQYD	11.99	\$	82,647.07
0030	00212		CL2 ASPH BASE 1.00D PG64-22	2092	TON	101.65	\$	212,651.80
0040	00301		CL2 ASPH SURF 0.38D PG64-22	387	TON	139.97	\$	54,168.39
0050	00358		ASPHALT CURING SEAL	13	TON	1251.91	\$	16,274.83
0060	02542		CEMENT	138	TON	143.00	\$	19,734.00
0070	02702		SAND FOR BLOTTER	36	TON	28.65	\$	1,031.40
0080	24970EC		ASPHALT MATERIAL FOR TACK NON-TRACKING	6	TON	907.52	\$	5,445.12

Section: 0002 ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0090	00078		CRUSHED AGGREGATE SIZE NO. 2	2500	TON	37.03	\$	92,575.00
0100	01810		STANDARD CURB & GUTTER	2420	LF	24.09	\$	58,297.80
0110	01875		STANDARD HEADER CURB	184	LF	43.77	\$	8,053.68
0120	02014		BARRICADE- TYPE III	2	EACH	438.24	\$	876.48
0130	02159		TEMP DITCH	676	LF	3.33	\$	2,251.08
0140	02160		CLEAN TEMPORARY DITCH	338	LF	1.67	\$	564.46
0150	02200		ROADWAY EXCAVATION	26002	CUYD	14.63	\$	380,409.26
0160	02242		WATER	1	MGAL	0.01	\$	0.01
0170	02351		GUARDRAIL-STEEL W BEAM-S FACE	37.5	LF	129.44	\$	4,854.00
0180	02360		GUARDRIAL TERMINAL SECTION NO 1	2	EACH	308.35	\$	616.70
0190	02483		CHANNEL LINING CLASS II	161	TON	43.30	\$	6,971.30
0200	02545		CLEARING & GRUBBING (APPR 3.6 ACRES)	1	LS	130418.67	\$	130,418.67
0210	02602		FABRIC GEOTEXTILE CLASS 1	2700	SQYD	2.97	\$	8,019.00
0220	02607		FABRIC GEOTEXTILE CLASS 2 FOR PIPE	2014	SQYD	2.00	\$	4,028.00
0230	02650		MAINTAIN & CONTROL TRAFFIC	1	LS	12102.57	\$	12,102.57
0240	02701		TEMP SILT FENCE	676	LF	3.50	\$	2,366.00
0250	02703		SILT TRAP TYPE A	4	EACH	351.90	\$	1,407.60
0260	02704		SILT TRAP TYPE B	4	EACH	444.40	\$	1,777.60
0270	02705		SILT TRAP TYPE C	4	EACH	241.34	\$	965.36
0280	02706		CLEAN SILT TRAP TYPE A	4	EACH	295.63	\$	1,182.52
0290	02707		CLEAN SILT TRAP TYPE B	4	EACH	166.83	\$	667.32
0300	02708		CLEAN SILT TRAP TYPE C	4	EACH	295.63	\$	1,182.52
0310	02720		SIDEWALK- 4" CONCRETE	1358	SQYD	48.89	\$	66,392.62
0320	02726		STAKING	1	LS	112990.00	\$	112,990.00
0330	03287		SIDEWALK RAMP TYPE 1	6	EACH	1955.52	\$	11,733.12
0340	05950		EROSION CONTROL BLANKET	564	SQYD	3.66	\$	2,064.24
0350	05952		TEMP MULCH	11575	SQYD	0.26	\$	3,009.50
0360	05953		TEMP SEEDING & PROTECTION	8682	SQYD	0.29	\$	2,517.78
0370	05963		INITIAL FERTILIZER	1	TON	1045.00	\$	1,045.00
0380	05964		20-10-10 FERTILIZER	0.5	TON	1045.00	\$	522.50
0390	05985		SEEDING AND PROTECTION	8606	SQYD	0.90	\$	7,745.40
0400	05990		SODDING	1181	SQYD	12.33	\$	14,561.73
0410	05992		AGRICULTURAL LIMESTONE	6	TON	108.17	\$	649.02
0420	06406		SBM ALUM SHEET SIGNS .080 IN	20	SQFT	132.10	\$	2,642.00
0430	06410		STEEL POST TYPE I	78	LF	51.77	\$	4,038.06
0440	06514		PAVE STRIPING-PERM PAINT- 4 IN	2787	LF	0.43	\$	1,198.41
0450	06568		PAVE MARKING- THERMO STOP BAR-24 IN	48	LF	17.28	\$	829.44
0460	06569		PAVE MARKING- THERMO CROSS-HATCH	491	SQFT	2.43	\$	1,193.13
0470	06574		PAVE MARKING- THERMO CURV ARROW	2	EACH	118.80	\$	237.60
0480	23158ES505		DETECTABLE WARNINGS	76	SQFT	39.86	\$	3,029.36
0490	23332EC		BORE AND JACK PIPE- 42 IN	80	LF	1379.00	\$	110,320.00
0500	24114EC		PAVE MARK- THERMO- YIELD 18 IN	22	LF	7.95	\$	174.90
0510	24540		R/W MONUMENT TYPE 3	3	EACH	268.75	\$	806.25
0520	24805ED		OBJECT MARKER TYPE 4	5	EACH	689.05	\$	3,445.25

0530			RAILROAD CROSS BUCK	2	EACH	459.00	\$	918.00
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Section: 0003 DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0540	00521		STORM SEWER PIPE- 15 IN	663	LF	161.52	\$	107,087.76
0550	00522		STORM SEWER PIPE- 18 IN	190	LF	177.76	\$	33,774.40
0560	00524		STORM SEWER PIPE- 24 IN	30	LF	222.37	\$	6,671.10
0570	00526		STORM SEWER PIPE- 30 IN	270	LF	333.12	\$	89,942.40
0580	01000		PERFORATED PIPE- 4 IN	180	LF	34.05	\$	6,129.00
0590	01210		PIPE CULVERT HEADWALL-30 IN	1	EACH	6600.00	\$	6,600.00
0600	01456		CURB BOX INLET TYPE A	9	EACH	7920.00	\$	71,280.00
0610	01496		DROP BOX INLET TYPE 3	1	EACH	7480.00	\$	7,480.00
0620	01559		DROP BOX INLET TYPE 13G	1	EACH	10890.00	\$	10,890.00
0630	01740		CORED HOLE DRAINAGE BOX CON- 4 IN	6	EACH	550.00	\$	3,300.00

Above Sections Total = 1,877,507.12

Section: 0004 DEMOBILIZATION AND MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0640	02550		MOBILIZATION (not more than 5.0% of total bid)	1	LS	40,012.52	\$	40,012.52
0650	02569		DEMOBILIZATION (not less than 1.5% of total bid)	1	LS	50,197.13	\$	50,197.13

BID FOR ROADWAY ITEMS = 1,967,716.25

Section: 0005 SEWER

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0660	SDR 25 15"	1600	LF	123.90	\$	198,240.00
0670	SDR 25 10"	1288	LF	102.90	\$	132,535.20
0680	SDR 25 8"	100	LF	101.85	\$	10,185.00
0690	MANHOLES	8	EACH	7875.00	\$	63,000.00
0700	ROCK EXCAVATING	600	CY	84.00	\$	50,400.00

Section: 0006 WATERLINE

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0710	C900 10" PVC	4589	LF	129.15	\$	592,669.35
0720	C900 8" PVC	308	LF	112.35	\$	34,603.80
0730	C900 6" PVC	186	LF	101.85	\$	18,944.10
0740	HYDRANTS	10	EACH	8820.00	\$	88,200.00

Above Sections Total = 1,188,777.45

BID FOR UTILITY ITEMS = 1,188,777.45

TOTAL PROPOSED BID = 3,156,493.70

BID REQUIREMENTS FORM

The following is a list of Bid Information requirements that make a complete bid package. All pages and fields must be filled out correctly before submitting the bid. If any page or field is not filled property, the bid can be voided by the owner.

	Description	Checklist
1.	Bid Requirements Form	✓
2.	Bid Bond	✓
3.	List of Proposed Subcontractors	✓
4.	Certification Regarding KRS 45A.485	✓
5.	Non-Collusion Certification	✓
6.	Certification of Bid Proposal	✓
7.	Annual Affidavit for Bidders, Offerors, and Contractors	✓
8.	Hold Harmless Agreement	✓
9.	Annual Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status	✓
10.	Certificate of Eligibility (KYTC Prequalification)	✓
11.	Bid Items Sheets (completed and correctly calculated total amounts per line item, subtotals, and overall totals)	✓
12.	Contractor's Acceptance (CSX Schedule I)	✓

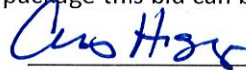
By signing this form, I agree that the above-mentioned items are complete and included with this bid package. I understand that by not including any part of the package this bid can be voided.

Scotty's Contracting & Stone, LLC

(Name of Contracting Firm)

VP, Construction & Engineering

(Title)

 Chris Higgins

(Signature)

April 6, 2023 20

(Date)

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)***Scotty's Contracting & Stone LLC****2300 Barren River Road
Bowling Green, KY 42101****OWNER:***(Name, legal status and address)***City of Madisonville
67 North Main Street
Madisonville, KY 42431****BOND AMOUNT: 5% of Amount Bid****SURETY:***(Name, legal status and principal place of business)***Western Surety Company
151 N Franklin St.
Chicago, IL 60606**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:*(Name, location or address, and Project number, if any)***Midtown Boulevard Extension Grade & Drain w/Asphalt Surface Hopkins Co, CID 19-003, KYTC Item #2-804.20**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **6th** day of **April** **2023**

*(Witness)**(Witness)***Scotty's Contracting & Stone LLC***(Principal)**(Seal)**(Title)***Western Surety Company***(Surety)**(Seal)**(Title)* **LaKala Carter, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles Cecil Martin, Melissa Propst, Bruce A Barrick, LaKala Carter, Individually

of Bowling Green, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this *24th* day of *April, 2023*



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to ***.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is to be submitted at the time the bid is due. Please note, prior to subcontracts being executed, awarded contractor shall submit Subcontractor Request Forms (KYTC TC 63-35) to City of Madisonville for approval. Awarded contractor is not bound to use the subcontractor's provided on this form, but this is informational so the City of Madisonville can ensure that the prime intends to perform a minimum of 40% of the total contract and that planned subcontractors are also prequalified with the Kentucky Transportation Cabinet.

<u>Subcontractor Name</u>	<u>Percent of Total Contract</u>	<u>Description of Work</u>
<u>Finley Horizontal Boring</u>	<u>3.50</u> %	<u>bore and jack pipe</u>
<u>Mt Carmel Stabilization</u>	<u>3.00</u> %	<u>cement stabilization</u>
<u>Fox Enterprises</u>	<u>4.50</u> %	<u>curb, gutter, sidewalks</u>
<u>Mick Murf Construction</u>	<u>3.00</u> %	<u>drainage structures</u>
<u>NWK Construction</u>	<u>2.00</u> %	<u>guardrail, seeding, erosion control</u>
<u>Reynolds</u>	<u>.50</u> %	<u>pavement marking</u>
<u>Twin States</u>	<u>36.00</u> %	<u>storm sewer</u>
	%	
	%	
	%	

CERTIFICATION REGARDING

KRS 45A.485

Pursuant to 1994's Senate Bill 258, the bidder/offeree shall reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS Chapter 136, 139, 141, 337, 338, 341 and 342.

For the purpose of complying with the provisions of Senate Bill 258, please list any final determination(s) of violations(s) of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which have been rendered against the bidder or offeror within the five (5) years preceding the award of this contract. Please include, the date of the determination the state agency issuing the determination. (Please use extra sheets if necessary.)

KRS VIOLATION

DATE

STATE AGENCY

none

The contractor is further notified that 1994's Senate Bill 258 requires that for the duration of this contract, the contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, which apply to the contractor's operations. Senate Bill 258, further provides that the contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, or failure to comply with the above-cited statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract, and the contractor's disqualification from eligibility to bid or submit proposals to the Commonwealth for a period of two (2) years.

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

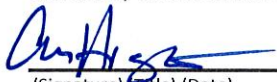
COUNTY: Warren

PROJECT NO. _____

I, Chris Higgins VP, Construction & Engineering under penalty of
(Printed Name of officer signing certification) (Title)
perjury under the laws of the United States, do hereby certify that

(Name of Individual, Co-Partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

 VP, Construction & Engineering 04/06/2023
(Signature) (Title) (Date)

CERTIFICATION OF BID PROPOSAL

We (I) proposed to furnish all labor, equipment and materials necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's current Standard Specifications for Road and Bridge Construction special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made necessary revisions to the bid proposal. We have considered all addendum(s) in calculation of the submitted bid and applied the updated bid items, which are included.

Scotty's Contracting & Stone, LLC

(Name of Individual, Co-Partnership, or Corporation submitting bid)

Chris Higgins VP, Construction & Engineering

(Printed Name of Officer or Authorized Agent and Title)



04/06/2023

(Signature of Officer or Authorized Agent) (Date)

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS, AND CONTRACTORS

Affidavit Effective Date: _____

Affidavit Expiration Date: _____

Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS **PAGE 1 OF 2**
FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in [KRS 45A.607](#).
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in [KRS 11A.236](#) during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.
 - g. The bidder or offeror swears and affirms that they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS, AND CONTRACTORS

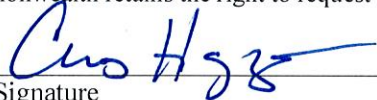
REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF 2

- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.


Signature

Chris Higgins

Printed Name

VP, Construction & Engineering

Title

04/06/2023

Date

Company Name

Scotty's Contracting & Stone, LLC

Address

PO Box 4500 (2300 Barren River Road)

Bowling Green, KY 42102

Commonwealth of Kentucky Vendor Code (if known) 02519

Subscribed and sworn to before me by

Chris Higgins

(Affiant)

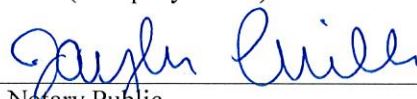
VP

(Title)

of Scotty's Contracting & Stone, LLC

(Company Name)

this 6th day of April, 2023.


Notary Public

[seal of notary]

My commission expires: 02/25/2026



HOLD HARMLESS AGREEMENT

The Contractor/Subcontractor covenants to save, defend, keep harmless, and indemnify the City of Madisonville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fine, penalties and cost including court costs and attorney's fees, charges, liability, and exposure, however caused resulting from, arising out of, or in any way connected with the Contractor's/Subcontractor's negligent performance or non-performance of the terms of the contract.

Scotty's Contracting & Stone, LLC

Company Name

Chris Higgins

Signature

Chris Higgins

Authorized Agent (Print)

VP, Construction & Engineering

Title

PO Box 4500 (2300 Barren River Road)

Address

Bowling Green, KY 42102

City/State/Zip Code

ColeO@scottyscontracting.com

E-Mail Address

270-781-3998

Phone Number

Subscribed and sworn to before me by Chris Higgins VP, Construction & Engineering,

(Affiant)

(Title)

of Scotty's Contracting & Stone, LLC

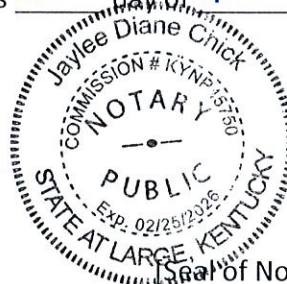
(Company Name)

this 6th day of April, 2023.

Notary Public:

Jaylee Diane Chick

My commission expires: 02/25/2026



[Seal of Notary]

Solicitation/Bid #: _____

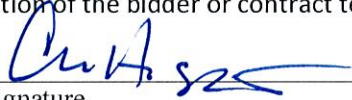
REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- 1) Is authorized to transact business in the Commonwealth;
- 2) Has for one year prior to and through the date of advertisement:
 - a.) Filed Kentucky income taxes;
 - b.) Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c.) Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.



Signature

Chris Higgins

Printed Name

VP, Construction & Engineering

Title

04/06/2023

Date

Company Name

Scotty's Contracting & Stone, LLC

Address

**PO Box 4500 (2300 Barren River Road)
Bowling Green, KY 42102**

Commonwealth of Kentucky Vendor Code (if known) **02519**

Subscribed and sworn to before me by

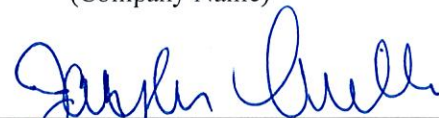
Chris Higgins VP, Construction & Engineering

(Affiant)

(Title)

of **Scotty's Contracting & Stone**
(Company Name)

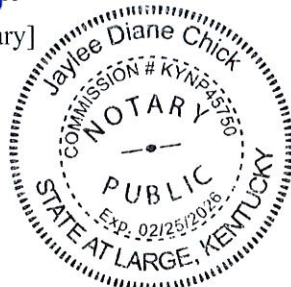
this **6th** day of **April**, 20**23**.



Notary Public

[seal of notary]

My commission expires: **02/25/2026**





Certificate No.
A - 2023
02519

Certificate of Eligibility

Issued By

Commonwealth of Kentucky
Transportation Cabinet

This certifies that SCOTT'S CONTRACTING & STONE LLC

P O BOX 4500

BOWLING GREEN, KY 42102

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of **UNLIMITED**. This certificate which expires **September 30, 2023** is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

Types of Work

- A GRADE AND DRAIN
- C1 ASPHALT PAVING OPTION B
- C2 ASPHALT PAVING OPTION A
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- E3 BRIDGES 100 FT. CLEAR SPAN AND OVER
- I26 BUILDINGS AND RELATED CONSTRUCTION
- I27 DEMOLITION
- I37 TRAFFIC CONTROL
- J61 MICROSURFACING

Date Issued: January 24, 2023

By

State Highway Engineer
Department of Highways

CONTRACTOR'S ACCEPTANCE (CSXT SCHEDULE I)

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated January 3rd, 2023, between the City of Madisonville, Kentucky and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C (see above *CSX Special Provisions*) and F (see above *CSXT Insurance Requirements*) to the Agreement, and Section 3, 9, and 11 of the Agreement (excerpts of which are included below).

Section 3. Special Provisions Agency shall observe and abide by and shall require its contractors ("Contractors") to observe and abide by the terms, conditions, and provisions set forth in Exhibit C (*CSX Special Provisions*) to this Agreement. To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that prior to the commencement of Project work by any third-party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

Section 9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F (*CSX Insurance Requirements*). Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

Section 11. Indemnification

11.1 Generally To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness, or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws Agency 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. Agency's Contractor's shall

indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 CSXT Affiliates For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees, and agents.

Section 11.4 Notice of Incidents Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

Section 11.5 Survival The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

Contractor: Scotty's Contracting & Stone, LLC
By: 
Name: Chris Higgins
Title: VP, Construction & Engineering
Date: 04/06/2023

AUTHORITY TO SIGN

Listed below are the names, addresses, and titles of persons having authority to execute contract documents and to conduct other business for the organization, the signatures of who are legally binding. (Officers must be included.)

Name	Address	Title	Authority (Full or Limited w/ explanation)
Chris Higgins	2300 Barren River Rd Bowling Green, KY	VP, Construction & Engineering	Full
Mike Law	2300 Barren River Rd Bowling Green, KY	President	Full
Phillip Kemp	2300 Barren River Rd Bowling Green, KY	VP, Asphalt Operations	Full
Rod England	2300 Barren River Rd Bowling Green, KY	Executive VP CFO	Full
Andrea Franklin	2300 Barren River Rd Bowling Green, KY	Contract Admin.	Limited Contract Billing Docs

Corporation (foreign or domestic) must list process agent(s) below:

Name of Process Agent	Address of Process Agent	Notes

I, * Chris Higgins , hereby certify that the persons listed in the foregoing are authorized agents of the organization and their signatures are legally binding.

Signed this date: 04/06/2023

Company Name: Scotty's Contracting & Stone, LLC

Title: VP, Construction & Engineering

*The individual signing the form must be an owner or officer of the company

Resolution No. 2023-14

**Resolution to Accept Bids for Painting & Repairs
Water Treatment Plant**

WHEREAS, the City of Madisonville opened bids for the painting and repairs of the Water Treatment Plant on April 17, 2023 at 1:00 p.m.; and

WHEREAS, the City of Madisonville received the following bid(s):

Name	Bid Amount
Sam Estes Painting	\$28,110.00 per train
C&S Quality	\$42,000.00 per train

WHEREAS, Sam Estes Painting was the lowest and best bid of \$28,110.00 per train.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts the bid of Sam Estes Painting in the amount \$28,110.00 per train.

City of Madisonville, KY

Bid Opening – *Painting & Repairs - WWT-*

Date of Bid Opening: 4/17/2023

Time of Bid Opening: 1:00 pm local time

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

Name	Total bid
<i>Sam Estes Painting</i>	<i>\$28,110.00 per Train</i>
<i>C+S Quality</i>	<i>\$42,000.00 per Train</i>

SECTION 00002
FORM OF BID

Note: The following Form of Bid shall be followed exactly in submitting a Bid for this work.
This copy, properly filled in, shall be used in submitting a Bid

The Bidis submitted by Sam Estes Painting Inc.
PO Box 130 - Macfo KY 42355
(Name and Address of Bidding Contractor) Zip Code

Date: 4/14/23 Phone No. (270) 264-1074
Area Code

To: City of Madisonville
PO Box 710
Madisonville, KY 42431

Having carefully examined the complete contract documents. Including all general and technical specifications and drawings, special requirements, as well as the project site, the undersigned, hereinafter known as the CONTRACTOR, proposes to furnish all labor, materials, tools, machinery, appliances, supplies, equipment, and services as called for by the applicable contract documents, as well as by all Addenda heretofore issued. We agree to enter into a contract and to complete all work required by and under the terms and conditions of the contract documents for the amounts shown in this Bid form.

We acknowledge receipt of the following Addenda:

No. _____, dated _____.	No. _____, dated _____.
No. _____, dated _____.	No. _____, dated _____.
No. _____, dated _____.	No. _____, dated _____.
No. _____, dated _____.	No. _____, dated _____.

If none received, write "none" here: none.

00002-1

Bid Form
City of Madisonville
Filter Pits/Trains

Contract 023-15-23

1. Clean, blast and paint
As specified Interior

\$ 28,110.⁰⁰
Per pit/Train

BELOW ITEMS ARE ALLOWANCES ONLY NOT TO BE COUNTED IN BASE BID. These items do not apply to repair already specified in Section 13-1 but are allowances for unknown repairs.

Allowance for 100' of lineal welding for seams as needed \$ 5000.⁰⁰
(Welding amount to be determined by Consultant)

80 Pits filling w/Devcon Plastic Steel (as described Section 13) \$ 2000.⁰⁰
(To be determined by Consultant)

80 Pits repaired W/plate steel (as described Section 13) \$ 4000.⁰⁰
(To be determined by Consultant)

TOTAL BID \$ \$84,330.⁰⁰
eighty four thousand three hundred thirty
BID NUMBER IN WRITTEN FORM

00002-2A

**SECTION 00002
FORM OF PROPOSAL**

Note: The following Form of Proposal shall be followed exactly in submitting a proposal for this work. This copy, properly filled in, shall be used in submitting a proposal.

The proposal is submitted by

C & S Quality Services, LLC

1042 Forest Hill, Lawrenceburg, KY 40342

(Name and Address of Bidding Contractor) Zip Code

Date: April 14, 2023

Phone No.: 859-265-0907

Area Code

To: City of Madisonville
67 North Main Street
Madisonville, KY 42431

Having carefully examined the complete contract documents. Including all general and technical specifications and drawings, special requirements, as well as the project site, the undersigned, hereinafter known as the CONTRACTOR, proposes to furnish all labor, materials, tools, machinery, appliances, supplies, equipment, and services as called for by the applicable contract documents, as well as by all Addenda heretofore issued. We agree to enter into a contract and to complete all work required by and under the terms and conditions of the contract documents for the amounts shown in this proposal form.

We acknowledge receipt of the following Addenda:

No. _____, dated _____.
No. _____, dated _____.
No. _____, dated _____.
No. _____, dated _____.

No. _____, dated _____.
No. _____, dated _____.
No. _____, dated _____.
No. _____, dated _____.

If none received, write "none" here: None

00002-1

Bid Form
City of Madisonville
Filter Pits/Trains

Contract 023-15-23

1. Clean, blast and paint	\$ 42,000.00
As specified Interior	Per pit/Train

BELOW ITEMS ARE ALLOWANCES ONLY NOT TO BE COUNTED IN BASE BID. These items do not apply to repair already specified in Section 13-1 but are allowances for unknown repairs.

Allowance for 100' of lineal welding for seams as needed	\$ 10,000.00
<i>(Welding amount to be determined by Consultant)</i>	

80 Pits filling w/Devcon Plastic Steel (as described Section 13)	5,000.00
<i>(To be determined by Consultant)</i>	

80 Pits repaired W/plate steel (as described Section 13)	\$ 11,600.00
<i>(To be determined by Consultant)</i>	

TOTAL BID \$ 42,000.00

Forty-Two Thousand

BID NUMBER IN WRITTEN FORM

00002-2A

**CITY OF MADISONVILLE
RESOLUTION R-2023-15**

**AUTHORIZATION TO PURCHASE MEMBRANE FILTERS WITH SUEZ WATER
TECHNOLOGIES THROUGH NON-COMPETITIVE NEGOTIATION**

WHEREAS, the water filtration plant employs membrane filters in the process of clean drinking water.

WHEREAS, there is a single source for the water filtration membranes within a reasonable geographical area;

WHEREAS, competition through competitive sealed bidding is not feasible;

WHEREAS, the anticipated costs the above items will be included in the City's 2023-2024 budget.

NOW THEREFORE, BE IT RESOLVED, it is in the best interest of the city to attempt to acquire the water filtration membranes from Suez through noncompetitive negotiations as provided in KRS 45A.380;

**CITY OF MADISONVILLE
RESOLUTION R-2023-16**

**AUTHORIZATION TO PURCHASE GEAR BOXES FOR OXIDATION DITCH AT WASTE
WATER TREATMENT THROUGH NON-COMPETITIVE NEGOTIATION**

WHEREAS, there is a single source for the gear boxes for oxidation ditch within a reasonable geographical area;

WHEREAS, competition through competitive sealed bidding is not feasible;

WHEREAS, the anticipated costs the above items will be included in the City's 2023-2024 budget.

NOW THEREFORE, BE IT RESOLVED, it is in the best interest of the city to attempt to acquire the gear boxes for oxidation ditch from Tri State Bearings through noncompetitive negotiations as provided in KRS 45A.380;

**CITY OF MADISONVILLE
RESOLUTION R-2023-17**

**PERMISSION TO LIST SURPLUS LOT AT 859 S. MAIN STREET, MADISONVILLE,
KENTUCKY WITH A LICENSED REALTOR**

WHEREAS, the City of Madisonville owns the lot that is vacant at 859 South Main Street, Madisonville, Kentucky;

WHEREAS, the City of Madisonville requests permission to list the lots for sale with a licensed realtor for the sales price of \$182,500.00; and;

NOW THEREFORE, BE IT RESOLVED that the City is authorized to list the vacant lot at 859 South Main Street, Madisonville, Kentucky for sale with a licensed realtor.

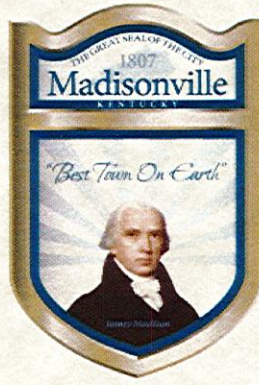
CITY OF MADISONVILLE
OFFICE OF THE MAYOR
EXECUTIVE ORDER 2023-4

**EXECUTIVE ORDER RELATING TO THE RE-APPOINTMENT OF LIBBY SPENCER TO
HOUSING AUTHORITY BOARD**

KNOW ALL MEN BY THESE PRESENTS:

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

- 1) That Libby Spencer shall be, and hereby is, re-appointed to the Housing Authority Board
- 2) That the term of Libby Spencer shall be for four (4) years ending on April 1, 2027.
- 3) That Libby Spencer shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.



PROCLAMATION

WHEREAS, in federal fiscal year 2022, the Kentucky Department of Community Based Services confirmed 20,172 victims of child abuse or neglect, including 176 in Hopkins County; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

WHEREAS, our children are our most valuable resources and will shape the future of Kentucky; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

WHEREAS, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community- and faith-based organizations, businesses, and law enforcement agencies; and

WHEREAS, communities must make every effort to promote programs and activities that benefit children and their families;

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment;

WHEREAS, prevention remains the best defense for children and families;

WHEREAS, the impact of abuse and neglect has long-term personal, economic and social costs; therefore, hurting Kentucky' future;

WHEREAS, Court Appointed Special Advocates® – CASA volunteers – are assigned by the court to speak up for a child's best interest and help ensure a child's voice is heard;

WHEREAS, every abused child deserves a CASA volunteer, but roughly Seventy-five percent of children in care do not have a CASA volunteer;

WHEREAS, 1,239 CASA volunteers spoke up for the best interest 3,538 children in Kentucky last year;

WHEREAS, CASA of Midwest Kentucky, Inc., Child Protective Services, Child Advocacy Centers, foster parents, teachers and others work to ensure that children in our community have a safe, happy future;

NOW, THEREFORE, I, Mayor Kevin Cotton, do hereby proclaim April 2023 as NATIONAL CHILD ABUSE PREVENTION MONTH in Madisonville, Kentucky and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.





Mayor Kevin Cotton