



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 17, 2023
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills and Payroll
- 7. DEPARTMENT REPORTS**
 - A. Planning & Zoning Reports
- 8. NEW BUSINESS**
 - A. Resolutions
 - A. Resolution to accept bids for Choctaw Street Pump Station
 - B. Item for Discussion
 - A. Street Closure
- 9. Proclamation**
 - A. Building Safety Month
 - B. Mental Health Month
 - C. National Hospital Week
- 10. Recognition**
- 11. 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, Council Member Adam Townsend, City Council Member Larry Noffsinger, Council Member Frank Stevenson, Council Member Chad Menser

Absent:

5. **APPROVAL OF MINUTES**

A. Minutes of April 3, 2023

RESULT: Approval of minutes of April 3, 2023

MOVER: City Council Member Larry Noffsinger

SECONDER: Council Member Tony Space

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

NOES: None

ABSTAIN: None

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills and Payroll

RESULT: Approval of bills and payroll

MOVER: City Council Member Larry Noffsinger

SECONDER: Council Member Frank Stevenson

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

NOES: None

ABSTAIN: None

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

RESULT: Approval to accept bid of Midtown Boulevard Extension to Scotty's Contracting
MOVER: Council Member Chad Menser
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

B. Resolution to accept bids for Painting & Repairs at the Water Treatment Plant

RESULT: Approval to accept bid for Painting & Repairs of Water Treatment Plant to Sam Estes Painting
MOVER: City Council Member Larry Noffsinger
SECONDER: Council Member Tony Space
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

C. Resolution to purchase membrane filters from Suez

RESULT: Approval to purchase membrane filters from Suez through non competitive negotiation
MOVER: Council Member Adam Townsend
SECONDER: Council Member Tony Space
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

D. Resolution to purchase gear boxes for oxidation ditch at Waste Water Treatment

RESULT: Approval to purchase gear boxes for oxidation ditch from Tri State Bearings
MOVER: Council Member Frank Stevenson
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None

ABSTAIN: None

E. Authorization to list property at 859 South Main Street

RESULT: Approval to list property at 859 South Main Street with a licensed realtor

MOVER: Council Member Tony Space

SECONDER: Council Member Frank Stevenson

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

NOES: None

ABSTAIN: None

B. Executive Orders

A. Re-appointment of Libby Spencer to Housing Authority

9. Announcements

A. Proclamation - National Child Abuse Prevention Month

10. ADJOURNMENT

RESULT: Adjourn

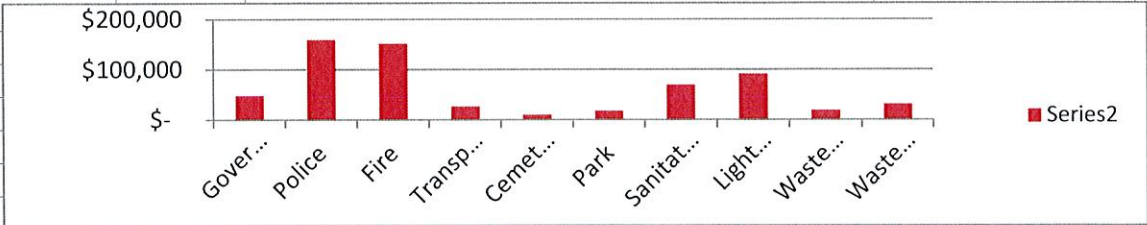
MOVER: Council Member Adam Townsend

SECONDER: Council Member Tony Space

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

NOES: None

ABSTAIN: None

	A	B	C	E	F
1			Bills and Payroll for Council Meeting 4/28/2023		
2	Co#	Bank#	Fund Name		
3	100	1	General Fund	\$ 63,627.24	
4				\$ 120,704.50	
5					
6					
7			Total General Fund	\$ 184,331.74	
8	190	7	Sanitation	\$ 55,318.68	
9				\$ 25,171.39	
10					
11					
12			Total Sanitation	\$ 80,490.07	
13	200	7	Electric/Utility Office	\$ 53,548.34	
14				\$ 41,751.48	
15					
16					
17			Total Electric/Utility Office	\$ 95,299.82	
18	210	6	Water and Filter	\$ 32,201.36	
19				\$ 42,007.82	
20					
21					
22			Total Water Filter	\$ 74,209.18	
23		7	Waste Water Collection and Treatment	\$ 50,730.03	
24				\$ 30,376.97	
25					
26					
27			Total Wastewater Collection and Treatment	\$ 81,107.00	
28					
29					
30	Co#	Dept #	Department Name	Amount	
31	100	Various	Governmental	\$ 48,339	
32	100	2100	Police	\$ 159,804	
33	100	2300	Fire	\$ 152,197	
34	100	3300	Transportation	\$ 26,616	
35	100	5000	Cemetery	\$ 9,563	
36	100	7000	Park	\$ 17,795	
37	190	3100	Sanitation	\$ 69,435	
38	200	1000/4500	Light Fund	\$ 91,279	
39	200	2000	Wastewater Treatment	\$ 18,944	
40	200	2001	Wastewater Collection	\$ 31,239	
41	200	4700/4600	Water and Filter	\$ 50,797	
42			Total Payroll	\$ 676,008	
43	 Number of Employees Paid April 28, 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	15,092.79	.00	.00	15,092.79
100	1400	FINANCE	13,082.72	.00	.00	13,082.72
100	1500	CITY CLERK	8,026.41	21.00	.00	8,047.41
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	48,317.84	21.00	.00	48,338.84
100	2100	POLICE DEPT-MADISO	134,209.96	18,381.25	.00	152,591.21
100	2150	POLICE FICA	6,604.70	608.13	.00	7,212.83
		Total Police	140,814.66	18,989.38	.00	159,804.04
100	2300	FIRE DEPT-MADISONV	102,699.17	43,852.64	4,285.61	150,837.42
100	2350	FIRE FICA/NON HAZA	1,360.00	.00	.00	1,360.00
		Total Fire	104,059.17	43,852.64	4,285.61	152,197.42
100	3300	TRANSPORTATION DEP	26,285.86	330.03	.00	26,615.89
		Total Transportati	26,285.86	330.03	.00	26,615.89
100	5000	CEMETERY DEPARTMEN	8,988.75	574.50	.00	9,563.25
		Total Cemetery	8,988.75	574.50	.00	9,563.25
100	7000	PARK DEPARTMENT	17,394.06	400.98	.00	17,795.04
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	17,394.06	400.98	.00	17,795.04
190	3100	SANITATION DEPARTM	67,519.34	1,915.38	.00	69,434.72
		Total Sanitation	67,519.34	1,915.38	.00	69,434.72
200	1000	UTILITY OFFICE	26,838.81	763.31	.00	27,602.12
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	62,400.35	1,277.02	.00	63,677.37
		Total Utility Offi	89,239.16	2,040.33	.00	91,279.49
210	2000	WASTEWATER TREATME	18,600.77	343.12	.00	18,943.89
210	2001	WASTEWATER COLLECT	30,727.41	511.18	.00	31,238.59
		Total Wastewater T	49,328.18	854.30	.00	50,182.48
211	4600	FILTER DEPARTMENT	19,559.43	1,362.56	.00	20,921.99
211	4700	WATER DEPARTMENT	28,816.89	1,057.62	.00	29,874.51
		Total Water	48,376.32	2,420.18	.00	50,796.50
		Grand Totals	600,323.34	71,398.72	4,285.61	676,007.67

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	48.75	.00	.00	48.75
100	1400	FINANCE	80.00	.00	.00	80.00
100	1500	CITY CLERK	80.00	1.00	.00	81.00
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	278.75	1.00	.00	279.75
100	2100	POLICE DEPT-MADISO	3,868.25	404.75	.00	4,273.00
100	2150	POLICE FICA	342.00	18.25	.00	360.25
		Total Police	4,210.25	423.00	.00	4,633.25
100	2300	FIRE DEPT-MADISONV	4,640.00	1,864.75	141.00	6,645.75
100	2350	FIRE FICA/NON HAZA	80.00	.00	.00	80.00
		Total Fire	4,720.00	1,864.75	141.00	6,725.75
100	3300	TRANSPORTATION DEP	1,410.84	11.00	.00	1,421.84
		Total Transportati	1,410.84	11.00	.00	1,421.84
100	5000	CEMETERY DEPARTMEN	480.25	29.00	.00	509.25
		Total Cemetery	480.25	29.00	.00	509.25
100	7000	PARK DEPARTMENT	784.00	18.25	.00	802.25
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	784.00	18.25	.00	802.25
190	3100	SANITATION DEPARTM	2,428.14	58.00	.00	2,486.14
		Total Sanitation	2,428.14	58.00	.00	2,486.14
200	1000	UTILITY OFFICE	874.50	30.75	.00	905.25
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,606.75	23.00	.00	1,629.75
		Total Utility Offi	2,481.25	53.75	.00	2,535.00
210	2000	WASTEWATER TREATME	606.00	10.75	.00	616.75
210	2001	WASTEWATER COLLECT	1,483.50	21.50	.00	1,505.00
		Total Wastewater T	2,089.50	32.25	.00	2,121.75
211	4600	FILTER DEPARTMENT	947.00	44.75	.00	991.75
211	4700	WATER DEPARTMENT	1,236.25	36.00	.00	1,272.25
		Total Water	2,183.25	80.75	.00	2,264.00
		Grand Totals	21,066.23	2,571.75	141.00	23,778.98

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	4/28/23	7	1	6
100	1200	ADMINISTRATION	4/28/23	6	5	1
100	1400	FINANCE	4/28/23	5	5	
100	1500	CITY CLERK	4/28/23	4	4	
100	1600	AIRPORT	4/28/23	4	4	
100	1700	ZONING	4/28/23	2	2	
100	1800	HUMAN RESOURCES	4/28/23	4	4	
100	2100	POLICE DEPT-MADISONVILLE	4/28/23	51	46	5
100	2150	POLICE FICA	4/28/23	7	2	5
100	2151	DISPATCH	4/28/23	12	12	
100	2200	ALCOHOLIC BEVERAGE CONTROL	4/28/23	1		1
100	2300	FIRE DEPT-MADISONVILLE	4/28/23	60	60	
100	2350	FIRE FICA/NON HAZARDOUS	4/28/23	1	1	
100	3300	TRANSPORTATION DEPT	4/28/23	18	17	1
100	5000	CEMETERY DEPARTMENT	4/28/23	7	7	
100	7000	PARK DEPARTMENT	4/28/23	15	12	3
100	7200	MAHR PARK	4/28/23	9	6	3
190	3100	SANITATION DEPARTMENT	4/28/23	27	27	
200	1000	UTILITY OFFICE	4/28/23	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	4/28/23	21	21	
210	2000	WASTEWATER TREATMENT	4/28/23	8	8	
210	2001	WASTEWATER COLLECTION	4/28/23	19	19	
210	2002	ENGINEERING & STORMWATER	4/28/23	4	4	
211	4600	FILTER DEPARTMENT	4/28/23	13	13	
211	4700	WATER DEPARTMENT	4/28/23	17	17	
		Totals		337	312	25

ZONING & PERMIT OFFICE

MONTHLY ACTIVITY REPORT

April 2023

BUILDING PERMITS	CONSTRUCTION COST	# PERMITS ISSUED	FEES COLLECTED
Type of Construction			
New Residential/SFD	\$510,000	3	\$941
Duplex	\$0	0	\$0
Multi-Family	\$0	0	\$0
Residential Addition	\$130,000	2	\$176
Residential Accessory	\$73,000	2	\$113
Residential Alteration	\$95,900	3	*308
New Commercial	\$6,174,105	1	\$2,108
Commercial Addition	\$0	0	\$0
Commercial Accessory	\$0	0	\$0
Commercial Alteration	\$544,000	3	**\$438
New Industrial	\$0	0	\$0
Industrial Additon	\$0	0	\$0
Industrial Accessory	\$0	0	\$0
Industrial Alteration	\$0	0	\$0
Other	\$0	0	\$0
TOTAL BUILDILNG PERMITS	\$7,527,005	14	\$4,084

SIGN PERMITS		0	\$0
Name	Location		

DEMOLITION PERMITS		1	***\$0
Name	Location		
Jeffery & Mindee Mills/Steve Pleasant Excavating LLC	616 Silkwood Ave		

HVAC PERMITS		1	\$180
Name	Location		
Mark Moser/E&M Heating and AC	2955 Nebo Rd		

MAJOR DEVELOPMENT PLANS		1	N/A
Name	Location		
HC Brd of Education-North Hop_Aux Gym	4515 Hanson Rd		

ZONING MAP/TEXT AMENDMENTS		1	\$250
Name	Location		
Christ the King Catholic Church	1500 Kingsway Dr		

ZONING COMPLIANCE REQUESTS		1	\$25
Name	Location		
Coforge BPS/Henry Cahill	140 South Seminary St		

		# PERMITS ISSUED	FEES COLLECTED
<i>DIMENSIONAL VARIANCE</i>		1	\$100
<i>Name</i>	<i>Location</i>		
Seirra Duff/C&H Guttering & Construction	1062 Bean Cemetery Road		
<i>CONDITIONAL USE</i>		1	\$100
<i>Name</i>	<i>Location</i>		
Morris Kyle/Adrian Stringer-AC3 Construction	544 Brown Ln		
<i>UTILITY REQUESTS</i>		0	\$0
<i>Name</i>	<i>Location</i>		
<i>MISCELLANEOUS/ADDITIONAL FEES</i>		0	\$0
<i>Name</i>	<i>Location</i>		
<i>COA'S</i> (Historic District Commission)		0	N/A
<i>Name</i>	<i>Location</i>		
<i>SPECIAL USE PERMITS</i> (Outside Sales)		0	N/A
<i>Name</i>	<i>Location</i>		
<i>MOBILE FOOD VENDOR PERMIT</i>		8	\$800
<i>Name</i>	<i>Location</i>		
Red Flying Phoenix/Gondo H. Gunawan	Commercial Properties		
Kona Ice of O'Boro & Madisonville/Jared Edmonds	Commercial Properties & Events		
Grumpa's BBQ & More/Les Stevens	Events & Commercial Properties		
He Brews Coffee/Ron Western	Commercial Properties & Events		
Benson Farms BBQ by Stephanie/Stephanie Benson	Calhoun Feed & Watermark Ford		
It Is What It Is/Jamie & Joanie Fox	Commercial Properties & Events		
J & J's Fried Fish/ James Fleming & James Civils	Commercial Properties & Events, City Events		
Hometown Grill & Deep Fried/Anette Lheureux	Commercial Properties & Events		
<i>ACTIVITY TOTAL FOR THE MONTH</i>		29	\$5,539

*Fees Waived for BP #-7253_604 Earlewood Drive_Recovery Plus for Women_Residential Alteratiion-Group Home--per City of Madisonville.

**Fees Waived for BP #-7242_455 Island Park Drive (Alliance Coal, LLC)_Commercial Alteration/Office Space-per City of Madisonville.

***Fees Waived for Demo Permit # 663_616 Silkwood Ave_A,B &C_Steve Pleasant Excavating, LLC --per City of Madisonville.

**CITY OF MADISONVILLE
BUILDING PERMIT MONTHLY REPORT**

April 2023

Permit #	Issued	Construciton Address	Owner	Contractor	Construction Type	Proposed Use	Permit Fee	Construction Cost	Square Feet
7240	4/3/23	32 West Center Street	Jared & Amiee Laffoon	Katie Daugherty	Commercial Alteration	Retail /Sandwich Shop	\$209	\$24,000	1364
7241	4/11/23	1783 Sunrise Drive	Frank & Hazel Fell	Hazel Fell	Residential Alteration	Single Family Dwelling	\$127	\$40,000	960
7242	4/11/23	455 Island Park Drive (Alliance Coal)	Alliance Coal LLC	Jarrod Arnold /Alliance Coal	Commercial Alteration	Office Space	\$0	\$500,000	7510
7243	4/12/23	105 Dempsey Street (Mad Citv Carpet)	Danny Yero	Yero Rentals	Commercial Alteration	Retail	\$229	\$20,000	2555
7244	4/12/23	1062 Bean Cemetery Road	Sierra Duff & Jon Palmer	C & H Guttering & Construction/Matt	New Residential	Single Family Dwelling	\$305	\$150,000	2245
7246	4/19/23	1152 Lakewood Drive	Chester Pleasant	Pleasant Construction /Chester Pleasant	New Residential	Single Family Dwelling	\$307	\$160,000	2276
7247	4/19/23	21 Salisbury Street	Donald & Melody Brown	David Holzhauser	Residential Addition	Covered/Screen ed Porch	\$81	\$10,000	384
7248	4/19/23	100 Russell Drive	Heath Tucker	Cavanaugh Pool, Spa & Patio	Residential Accessory	Above Ground Pool	\$50	\$8,000	619
7249	4/19/23	106 Greystone Drive	Clayton Cavanaugh	Cavanaugh Const /Clayton Cavanaugh	New Residential	Single Family Dwelling	\$329	\$200,000	2544
7250	4/19/23	1151 Lake Ridge Crossing	Jorge & Rebecca Tauli	Circle C Contracting /Charlie Barr	Residential Accessory	In-Ground Pool	\$63	\$65,000	476
7251	4/26/23	639 Princeton Road	Tony Caudill	Caudill Construction /Tony Caudill	Residential Alteration	Remodel, Covered Porch	\$181	\$55,000	1642
7253	4/26/23	604 Earlewood Drive	D-LOS Property	Davis Contracting	Residential Alteration	Group Home	\$0	\$900	1990
7255	4/27/23	241 North Daves Street	Don Corneal	Mark Phebus Cosntruction	Residential Addition	Living Space & Deck	\$95	\$120,000	567
7256	4/27/23	25 Mahr Park Drive	Hopkins County Extension Office	Lanham Bros. General Contractor	New Commercial	Office Space/ Meeting	\$2,108	\$6,174,105	23229
					Totals	14	\$4,084	\$7,527,005	

YTD ACTIVITY REPORT

JANUARY 2023 - APRIL 2023

BUILDING PERMITS	CONSTRUCTION COST	# PERMITS ISSUED	FEES COLLECTED
Type of Construction			
New Residential/SFD	\$1,160,000	6	\$1,865
Duplex	\$0	0	\$0
Multi-Family	\$0	0	\$0
Residential Addition	\$267,000	8	\$624
Residential Accessory	\$171,230	9	\$400
Residential Alteration	\$305,900	7	\$967
New Commercial	\$6,354,105	2	\$2,108
Commercial Addition	\$0	0	\$0
Commercial Accessory	\$89,306	1	\$288
Commercial Alteration	\$700,000	9	\$1,761
New Industrial	\$0	0	\$0
Industrial Additon	\$0	0	\$0
Industrial Accessory	\$0	0	\$0
Industrial Alteration	\$100,000	1	\$274
Other	\$0	0	\$0
TOTAL BUILDILNG PERMITS	\$9,147,541	43	\$8,287
SIGN PERMITS		5	\$800
DEMOLITION PERMITS		5	\$45
HVAC PERMITS		12	\$2,070
MAJOR DEVELOPMENT PLANS		1	N/A
ZONING MAP/TEXT AMENDMENTS		2	\$500
ZONING COMPLIANCE REQUESTS		1	\$25
DIMENSIONAL VARIANCE PERMITS		1	\$100
CONDITIONAL USE PERMITS		1	\$100
UTILITY REQUESTS		0	\$0
MISCELLANEOUS/ADDITIONAL FEES		0	\$0
COA's (Historic District Commission)		1	N/A
SPECIAL USE PERMITS (Outside Sales)		0	N/A
MOBILE FOOD VENDOR PERMITS		22	\$2,200
YEAR TO DATE TOTAL		94	\$14,127

Prepared by: Bonnie Smith, Zoning Administrative Assistant

Resolution No. 2023-18

**Resolution to Accept Bids for Choctaw Street
Pump Station & Force Main Replacement**

WHEREAS, the City of Madisonville opened bids for the Choctaw Street Pump Station and Force Main Replacement on April 25, 2023 at 2:00 p.m.; and

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

Name	Bid Amount
Bobby Luttrell & Sons, LLC	\$763,106.25
Swartz Pipeline Contracting	\$991,667.55
United Pipeline, INC.	\$881,170.00

WHEREAS, Bobby Luttrell & Sons, LLC was the lowest bid of \$763,106.25 and met all the specifications that were required.

NOW THEREFORE, BE IT RESOLVED that the City Council accepts the bid of Bobby Luttrell & Sons, LLC in the amount \$763,106.25.

SECTION 00300 - BID FORM

BIDDER'S PROPOSAL
Choctaw Street Pump Station and Force Main Replacement
City of Madisonville

Proposal of Bobby Luttrell and Sons, LLC (hereinafter called
"BIDDER"), a LLC (corporation, partnership, or
individual) organized and existing under the laws of the state of Kentucky,
doing business as Bobby Luttrell and Sons, LLC,
to the **City of Madisonville**, (hereinafter called "OWNER").

In compliance with the Advertisement for Bids, BIDDER hereby proposes to furnish all equipment, materials and labor for the WORK required for the sewer system improvements included in this Bidder's proposal. The improvements shall be constructed in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices provided in this Bidder's proposal.

The OWNER will select the successful BIDDER based on criteria identified in the CONTRACT DOCUMENTS (total amount of base bid, qualifications, etc.).

The BID amounts provided shall include all labor, materials, overhead, profit, insurance and other costs necessary to cover the finished WORK of the several kinds. The BIDDER must fill in all blank spaces provided in the Bid Form including all unit and total costs.

By submission of this BID, the 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 this 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 **two hundred seventy (270)** consecutive calendar days thereafter. BIDDER hereby agrees to complete the WORK for the price provided in the Bid Schedule. BIDDER further agrees to pay liquidated damages, in accordance with the Schedule of Liquidated Damages included provided in Section 00700 – General Conditions, for each consecutive calendar day beyond the authorized contract period.

BASE BID SCHEDULE
Choctaw Street Pump Station and Force Main Replacement

Item	Description	Qty	Unit	Unit Cost	Total Amount
1.	General Conditions	1	LS	50,000.00	50,000.00
2.	6-inch PVC SDR-17 Force Main	1,425	LF	65.25	92,981.25
3.	10-inch DI Gravity Sewer	50	LF	275.00	13,750.00
4.	10-inch PVC SDR-35 Gravity Sewer	41	LF	250.00	10,250.00
5.	4-foot Sanitary Sewer Manhole	1	EA	8,250.00	8,250.00
6.	400 GPM Duplex Pumps and Controls w/VFDs	1	LS	95,000.00	95,000.00
7.	6-foot Wetwell w/ Transducer and SST Guide Rails	1	LS	225,000.00	225,000.00
8.	Valve Vault complete w/ Valves and 6" SST Piping	1	LS	30,000.00	30,000.00
9.	Mag Vault complete w/ Valves and 6" SST Piping	1	LS	30,000.00	30,000.00
10.	Miscellaneous Electric - Material and Labor	1	LS	56,125.00	56,125.00
11.	Chain-Link Fence with Gate	140	LF	150.00	21,000.00
12.	Manhole Conversion of Existing Pump Station	1	LS	15,000.00	15,000.00
13.	Temporary Bypass System/Pumping	1	LS	7,500.00	7,500.00
14.	Connect to Existing Pump Station / Manhole	2	EA	7,500.00	15,000.00
15.	Creek Crossing	50	LF	325.00	16,250.00
16.	Bituminous Pavement Replacement	10	SY	500.00	5,000.00
17.	Gravel Access Road	1,600	SY	45.00	72,000.00
TOTAL BASE BID (Items 1 through 17)					763,106.25

TOTAL BASE BID AMOUNT expressed in words:

Seven Hundred, Sixty-Three Thousand

One Hundred, Six

Dollars and Twenty-Five Cents.

Accompanying this Bidder's Proposal is a certified check or BID BOND in the sum of (words and figures):

5% Bid Bond

Dollars and Cents (\$).

that equals five percent (5%) of the BID amount. The BIDDER, by submittal of this BID, agrees with the OWNER that the amount of the BID security deposited with this BID fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the BIDDER to successfully secure and enter into the AGREEMENT.

BIDDER acknowledges receipt of the following ADDENDA:

Addendum No. ___ dated None

Addendum No. ___ dated None

BIDDER agrees that the OWNER reserves the right to delete the whole or any part of the PROJECT from the CONTRACT. BIDDER understands that the OWNER reserves the right to reject any or all BIDS and to waive any informalities in the Bidding. BIDDER agrees that this

BID shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the actual date of BID opening.

Within ten (10) consecutive calendar days after receiving written Notice of Award of this BID by the OWNER, the BIDDER will execute and deliver to the OWNER four (4) copies of the AGREEMENT and such other required CONTRACT DOCUMENTS.

BIDDER: Bobby Luttrell and Sons, LLC

Signed By: 

Name: Brett Morphew

(type or print)

Title: Member

Address: 190 Bank Circle Drive

Dundee, Kentucky 42338

END OF SECTION 00300

***See Attached - Bid Bond

SECTION 00201 – BID BOND

PART 1 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that we, the undersigned,

Name of CONTRACTOR:

Address of CONTRACTOR:

a (corporation, partnership, or individual), hereinafter called "PRINCIPAL", and

Name of SURETY:

Address of SURETY:

hereinafter called "SURETY", are held and firmly bound unto the

Name of OWNER: **City of Madisonville**

Address of OWNER: **67 North Main Street, Madisonville, Kentucky 42431**

hereinafter called "OWNER", in the total aggregate penal sum of:

_____ Dollars (\$_____).

in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assign, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that whereas, the PRINCIPAL has submitted a certain Bid to the OWNER, dated the _____ day of _____ 2023, a copy of which is hereto attached and made a part hereof, to enter into a contract in writing for the construction of the **"Choctaw Street Pump Station and Force Main Replacement"** for the **City of Madisonville**.

NOW, THEREFORE, if said Bid shall be rejected, or in the alternate; if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of such Bid; then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any

such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this the _____ day of _____ 2023.

ATTEST:

PRINCIPAL:

(PRINCIPAL) Secretary

By: _____

Address: _____

WITNESS TO PRINCIPAL

Address: _____

ATTEST:

SURETY

Witness to SURETY

By Attorney in Fact

Address: _____

Address: _____

NOTE: Date of BOND must not be prior to date of AGREEMENT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION 00201



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Bobby Luttrell & Sons, LLC
190 Bank Circle Dr.
Dundee, KY 42338

SURETY:

(Name, legal status and principal place of business)
Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER:

(Name, legal status and address)
City of Madisonville, KY
67 North Main Street
Madisonville, KY 42434

BOND AMOUNT: Five Percent of the Total Amount Bid (5% of the Total Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Choctaw Street Pump Station and Force Main Replacement

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

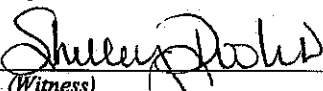
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

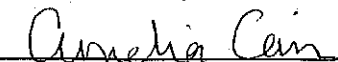
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 25 day of April, 2023


(Witness)


(Witness) Amelia Cain

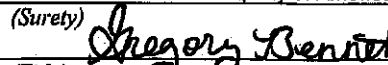
Bobby Luttrell & Sons, LLC

(Principal)

(Title)

Selective Insurance Company of America

(Surety)


(Title) Gregory Bennett, Attorney-in-Fact

(Seal)

(Seal)

Init.

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63-116

49402

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **JAMES L. NOE, III, ANDREW BENNETT, CRAIG M. WHITLOW, PAMELA DENISE PUSKARICH, JAMES TIMOTHY MYERS, GREGORY BENNETT, J. CARLTON SMITH, RHYAN JUSTIN ATWOOD, GREGORY LEE BENNETT, JOSHUA SETH CHAPMAN, LISA K. WILSON, AMELIA L. CAIN**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS**

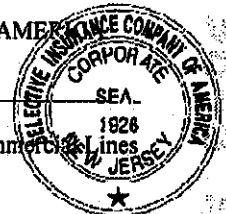
Signed this 1 day of **FEBRUARY**, 2023

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Commercial Lines



STATE OF NEW JERSEY :

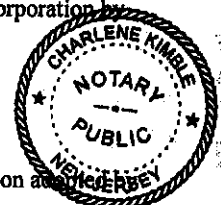
:ss. Branchville

COUNTY OF SUSSEX :

On this 1 day of **FEBRUARY**, 2023 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 9/2/26

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions is true and correct and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid in full force and effect.

Signed this 25th day of April, 2023.

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



The power is void unless the Selective watermark appears.

SECTION 00400 - SUPPLEMENTS TO BID FORM

PART 1 - BIDDER'S QUALIFICATIONS

- A. The required names and addresses of all persons interested in the foregoing Bid, as PRINCIPALS, are as follows:

Brett Morphew, Member

Justin Daugherty, Member

Shaine Snodgrass, Member

Jason Whittaker, Member

- B. The requested statement of work of a similar character to that included in the proposed Contract and references to enable the OWNER to judge the BIDDER'S experience, skill and business standing are as follows:

See Attached - Statement of Experience

(Add supplementary pages if necessary)

PART 2 - SUBCONTRACTORS

Proposed subcontractors must be listed below with the corresponding branch of work (i.e. Seeding and Sodding, Pavement Restoration, etc.) to be performed by the named Subcontractor. All subcontractors are subject to the approval of the OWNER. Failure to submit a completed list may be cause for rejection of the Bid.

BRANCH OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR
1. Electric	State Electric
2.	
3.	

(Add supplemental pages if necessary)

PART 3 - LIST OF PROPOSED MANUFACTURERS

NOTICE: This list is required to be completed by the apparent low bidder within fifteen (15) minutes after completion of the Bid Tabulation by the Owner and then submitted to the Owner as a required part of the bidding process. All material manufacturers are subject to review and approval of the Owner. Failure to complete and submit this completed list can be cause of rejection of the Bid.

MATERIAL (EQUIPMENT)	NAME OF EQUIPMENT AND MATERIAL MANUFACTURER
1. PVC Pipe	Consolidated Pipe
2. DI Pipe	Consolidated Pipe
3. Wetwell and Valve Vault	BL Anderson
4. Submersible Pumps	BL Anderson
5. Pump Controls	BL Anderson
6. Mag Meter Vault	BL Anderson
7. Valves	BL Anderson
8. Precast Manholes	ICAST

Submission of this Material Manufacturers List by the apparent low bidder and subsequent acceptance by the Owner **does not** constitute approval by the Owner of specific product, nor does such acceptance waive the BIDDER'S responsibility to fully comply with all requirements of the Drawings or Specifications. Variance from this list can only be accomplished by written approval from the Owner and then only after approvable justification. If a manufacturer cannot

be accepted by the Owner within 24 hours of the bid opening, then the apparent low bidder must submit an approvable manufacturer within five (5) days of the bid opening or the Owner may select one of the manufacturers listed in Specifications. (Should no manufacturer be listed, then the Owner may select one that meets the requirements of the Specifications.)

END OF SECTION 00400

SECTION 00300 - BID FORM

BIDDER'S PROPOSAL
Choctaw Street Pump Station and Force Main Replacement
City of Madisonville

Proposal of Roe Enterprises Inc. (hereinafter called
"BIDDER"), a Corporation (corporation, partnership, or
individual) organized and existing under the laws of the state of Kentucky,
doing business as Swartz Pipeline Contracting,
to the **City of Madisonville**, (hereinafter called "OWNER").

In compliance with the Advertisement for Bids, BIDDER hereby proposes to furnish all equipment, materials and labor for the WORK required for the sewer system improvements included in this Bidder's proposal. The improvements shall be constructed in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices provided in this Bidder's proposal.

The OWNER will select the successful BIDDER based on criteria identified in the CONTRACT DOCUMENTS (total amount of base bid, qualifications, etc.).

The BID amounts provided shall include all labor, materials, overhead, profit, insurance and other costs necessary to cover the finished WORK of the several kinds. The BIDDER must fill in all blank spaces provided in the Bid Form including all unit and total costs.

By submission of this BID, the 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 this 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 **two hundred seventy (270)** consecutive calendar days thereafter. BIDDER hereby agrees to complete the WORK for the price provided in the Bid Schedule. BIDDER further agrees to pay liquidated damages, in accordance with the Schedule of Liquidated Damages included provided in Section 00700 - General Conditions, for each consecutive calendar day beyond the authorized contract period.

BASE BID SCHEDULE
Choctaw Street Pump Station and Force Main Replacement

Item	Description	Qty	Unit	Unit Cost	Total Amount
1.	General Conditions	1	LS	\$30,000.00	\$30,000.00
2.	6-inch PVC SDR-17 Force Main	1,425	LF	\$85.45	\$121,766.25
3.	10-inch DI Gravity Sewer	50	LF	\$240.00	\$12,000.00
4.	10-inch PVC SDR-35 Gravity Sewer	41	LF	\$220.00	\$9,034.76
5.	4-foot Sanitary Sewer Manhole	1	EA	\$6,890.28	\$6,890.28
6.	400 GPM Duplex Pumps and Controls w/VFDs	1	LS	125,000.00	\$125,000.00
7.	6-foot Wetwell w/ Transducer and SST Guide Rails	1	LS	210,360.36	\$210,360.36
8.	Valve Vault complete w/ Valves and 6" SST Piping	1	LS	113,680.25	\$113,680.25
9.	Mag Vault complete w/ Valves and 6" SST Piping	1	LS	95,645.12	\$95,645.12
10.	Miscellaneous Electric - Material and Labor	1	LS	65,283.67	\$65,283.67
11.	Chain-Link Fence with Gate	140	LF	212.56	\$29,758.40
12.	Manhole Conversion of Existing Pump Station	1	LS	12,500.00	\$12,500.00
13.	Temporary Bypass System/Pumping	1	LS	36,000.00	\$36,000.00
14.	Connect to Existing Pump Station / Manhole	2	EA	9,857.96	\$19,715.96
15.	Creek Crossing	50	LF	1,240.65	\$62,032.50
16.	Bituminous Pavement Replacement	10	SY	360	\$3,600.00
17.	Gravel Access Road	1,600	SY	24.00	\$38,400.00
TOTAL BASE BID (Items 1 through 17)					\$991,667.55

TOTAL BASE BID AMOUNT expressed in words:

nine hundred ninety one thousand, six hundred sixty seven
Dollars and 55 Cents.

Accompanying this Bidder's Proposal is a certified check or BID BOND in the sum of (words and figures):

fourty nine thousand five hundred eighty three
Dollars and 34 Cents (\$49,583.34).

that equals five percent (5%) of the BID amount. The BIDDER, by submittal of this BID, agrees with the OWNER that the amount of the BID security deposited with this BID fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the BIDDER to successfully secure and enter into the AGREEMENT.

BIDDER acknowledges receipt of the following ADDENDA:

Addendum No. ___ dated _____ Addendum No. ___ dated _____

BIDDER agrees that the OWNER reserves the right to delete the whole or any part of the PROJECT from the CONTRACT. BIDDER understands that the OWNER reserves the right to reject any or all BIDS and to waive any informalities in the Bidding. BIDDER agrees that this

BID shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the actual date of BID opening.

Within ten (10) consecutive calendar days after receiving written Notice of Award of this BID by the OWNER, the BIDDER will execute and deliver to the OWNER four (4) copies of the AGREEMENT and such other required CONTRACT DOCUMENTS.

BIDDER: Roe Enterprises Inc.
DBA: Swartz Pipeline Contracting
Signed By: [Signature]
Name: Kyle Swartz
(type or print)
Title: V-Pres.
Address: P.O. Box 44, Olympia, Ky 40358

END OF SECTION 00300

SECTION 00400 - SUPPLEMENTS TO BID FORM

PART 1 - BIDDER'S QUALIFICATIONS

- A. The required names and addresses of all persons interested in the foregoing Bid, as PRINCIPALS, are as follows:

Barbara Swartz - President
Kyle Swartz - Vice-President
Neal Swartz - Vice-President

- B. The requested statement of work of a similar character to that included in the proposed Contract and references to enable the OWNER to judge the BIDDER'S experience, skill and business standing are as follows:

See Attached

(Add supplementary pages if necessary)

PART 2 - SUBCONTRACTORS

Proposed subcontractors must be listed below with the corresponding branch of work (i.e. Seeding and Sodding, Pavement Restoration, etc.) to be performed by the named Subcontractor. All subcontractors are subject to the approval of the OWNER. Failure to submit a completed list may be cause for rejection of the Bid.

BRANCH OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR
1. Electric	Timmon's Electric Co. Inc Morganfield Ky
2.	
3.	

(Add supplemental pages if necessary)

PART 3 - LIST OF PROPOSED MANUFACTURERS

NOTICE: This list is required to be completed by the apparent low bidder within fifteen (15) minutes after completion of the Bid Tabulation by the Owner and then submitted to the Owner as a required part of the bidding process. All material manufacturers are subject to review and approval of the Owner. Failure to complete and submit this completed list can be cause of rejection of the Bid.

MATERIAL (EQUIPMENT)	NAME OF EQUIPMENT AND MATERIAL MANUFACTURER
1. PVC Pipe	National pipe
2. DI Pipe	McWane ductile
3. Wetwell and Valve Vault	
4. Submersible Pumps	BL Andersen Flygt West Chester OH 45069
5. Pump Controls	
6. Mag Meter Vault	
7. Valves	
8. Precast Manholes	

Submission of this Material Manufacturers List by the apparent low bidder and subsequent acceptance by the Owner **does not** constitute approval by the Owner of specific product, nor does such acceptance waive the BIDDER'S responsibility to fully comply with all requirements of the Drawings or Specifications. Variance from this list can only be accomplished by written approval from the Owner and then only after approvable justification. If a manufacturer cannot

SECTION 00201 – BID BOND

PART 1 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that we, the undersigned,

Name of CONTRACTOR: Roe Enterprises, Inc. DBA: Swartz Pipeline Contracting

Address of CONTRACTOR: P.O. Box 44

Olympia, KY 40358

a (corporation, ~~partnership, or individual~~), hereinafter called "PRINCIPAL", and

Name of SURETY: Western Surety Company

Address of SURETY: 151 N. Franklin - Chicago, IL 60606

hereinafter called "SURETY", are held and firmly bound unto the

Name of OWNER: City of Madisonville

Address of OWNER: 67 North Main Street, Madisonville, Kentucky 42431

hereinafter called "OWNER", in the total aggregate penal sum of:

Five Percent of the Total Bid Submitted Dollars (\$ 5%).

in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assign, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that whereas, the PRINCIPAL has submitted a certain Bid to the OWNER, dated the 25th day of April 2023, a copy of which is hereto attached and made a part hereof, to enter into a contract in writing for the construction of the "**Choctaw Street Pump Station and Force Main Replacement**" for the **City of Madisonville**.

NOW, THEREFORE, if said Bid shall be rejected, or in the alternate; if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of such Bid; then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any

such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this the 25th day of April 2023.

Roe Enterprises, Inc. DBA: Swartz Pipeline Contracting

PRINCIPAL:

ATTEST:

Kimberly Karrick
(PRINCIPAL) Secretary

By:

P.O. Box 44

Olympia, KY 40358

Kimberly Karrick
WITNESS TO PRINCIPAL

Address: P.O. Box 44

Olympia, KY 40358

Western Surety Company

SURETY

ATTEST:

Kaine A. Stans

Witness to SURETY

Address: 435 N Whittington Pkwy #250

Louisville, KY 40222

By Attorney in Fact Deborah L. Burton

Address: 151 N. Franklin St.

Chicago, IL 60606

NOTE: Date of BOND must not be prior to date of AGREEMENT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION 00201

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

Deborah L. Burton, Individually

of, Louisville, 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 -

Surety Bond No.: Bid Bond

Principal: Roe Enterprises, Inc. DBA: Swartz Pipeline Contracting

Obligee: City of Madisonville

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 16th 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 16th 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 25th day of April, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

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

Authorizing By-Law

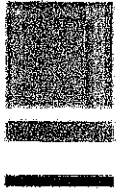
ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



NWBOC



WWW.NWBOC.ORG

WBE23146

CERTIFICATION NUMBER

03/26/26

EXPIRATION DATE

Certifies that:

**Roe Enterprises, Inc.
DBA Swartz Pipeline Contracting**

has successfully met the requirements of the NWBOC
national certification program for certification as
a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures.

Phyllis Hill Slater

PHYLLIS HILL SLATER
Board Chair, NWBOC

237100, 237120, 561730, 115310

NAICS Code(s)

03/27/23

Date

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33482

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.

SECTION 00300 - BID FORM

BIDDER'S PROPOSAL
Choctaw Street Pump Station and Force Main Replacement
City of Madisonville

Proposal of UNITED PIPELINE, INC. (hereinafter called
"BIDDER"), a CORPORATION (corporation, partnership, or
individual) organized and existing under the laws of the state of KENTUCKY,
doing business as A CORPORATION,
to the **City of Madisonville**, (hereinafter called "OWNER").

In compliance with the Advertisement for Bids, BIDDER hereby proposes to furnish all equipment, materials and labor for the WORK required for the sewer system improvements included in this Bidder's proposal. The improvements shall be constructed in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices provided in this Bidder's proposal.

The OWNER will select the successful BIDDER based on criteria identified in the CONTRACT DOCUMENTS (total amount of base bid, qualifications, etc.).

The BID amounts provided shall include all labor, materials, overhead, profit, insurance and other costs necessary to cover the finished WORK of the several kinds. The BIDDER must fill in all blank spaces provided in Bid Form including all unit and total costs.

By submission of this BID, the 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 this 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 **two hundred seventy (270)** consecutive calendar days thereafter. BIDDER hereby agrees to complete the WORK for the price provided in the Bid Schedule. BIDDER further agrees to pay liquidated damages, in accordance with the Schedule of Liquidated Damages included provided in Section 00700 – General Conditions, for each consecutive calendar day beyond the authorized contract period.

BASE BID SCHEDULE

Choctaw Street Pump Station and Force Main Replacement

Item	Description	Qty	Unit	Unit Cost	Total Amount
1.	General Conditions	1	LS	30,000.00	30,000.00
2.	6-inch PVC SDR-17 Force Main	1,425	LF	52.00	74,100.00
3.	10-inch DI Gravity Sewer	50	LF	300.00	15,000.00
4.	10-inch PVC SDR-35 Gravity Sewer	41	LF	270.00	11,070.00
5.	4-foot Sanitary Sewer Manhole	1	EA	18,000.00	18,000.00
6.	400 GPM Duplex Pumps and Controls w/VFDs	1	LS	261,000.00	261,000.00
7.	6-foot Wetwell w/ Transducer and SST Guide Rails	1	LS	264,000.00	264,000.00
8.	Valve Vault complete w/ Valves and 6" SST Piping	1	LS	25,000.00	25,000.00
9.	Mag Vault complete w/ Valves and 6" SST Piping	1	LS	30,000.00	30,000.00
10.	Miscellaneous Electric - Material and Labor	1	LS	6,000.00	6,000.00
11.	Chain-Link Fence with Gate	140	LF	140.00	19,600.00
12.	Manhole Conversion of Existing Pump Station	1	LS	45,000.00	45,000.00
13.	Temporary Bypass System/Pumping	1	LS	8,500.00	8,500.00
14.	Connect to Existing Pump Station / Manhole	2	EA	11,000.00	22,000.00
15.	Creek Crossing	50	LF	200.00	10,000.00
16.	Bituminous Pavement Replacement	10	SY	190.00	1,900.00
17.	Gravel Access Road	1,600	SY	25.00	40,000.00
TOTAL BASE BID (Items 1 through 17)					881,170.00

TOTAL BASE BID AMOUNT expressed in words:

EIGHT HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED SEVENTY

Dollars and ZERO Cents.

Accompanying this Bidder's Proposal is a certified check or BID BOND in the sum of (words and figures):

FORTY FOUR THOUSAND FIFTY EIGHT

Dollars and FIFTY Cents (\$ 44,058.50).

that equals five percent (5%) of the BID amount. The BIDDER, by submittal of this BID, agrees with the OWNER that the amount of the BID security deposited with this BID fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the BIDDER to successfully secure and enter into the AGREEMENT.

BIDDER acknowledges receipt of the following ADDENDA:

Addendum No. dated NONE

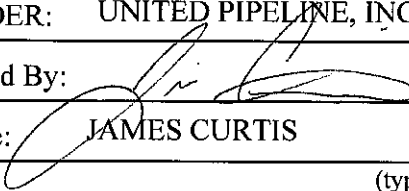
Addendum No. dated

BIDDER agrees that the OWNER reserves the right to delete the whole or any part of the PROJECT from the CONTRACT. BIDDER understands that the OWNER reserves the right to reject any or all BIDS and to waive any informalities in the Bidding. BIDDER agrees that this

BID shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the actual date of BID opening.

Within ten (10) consecutive calendar days after receiving written Notice of Award of this BID by the OWNER, the BIDDER will execute and deliver to the OWNER four (4) copies of the AGREEMENT and such other required CONTRACT DOCUMENTS.

BIDDER: UNITED PIPELINE, INC.

Signed By: 

Name: JAMES CURTIS

(type or print)

Title: PRESIDENT

Address: 150 HILL ROAD, TOMPKINSVILLE, KY 42167

END OF SECTION 00300

SECTION 00201 – BID BOND

PART 1 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that we, the undersigned,

Name of CONTRACTOR: United Pipeline, Inc
Address of CONTRACTOR: 150 Hill Rd
Tompkinsville, KY 42167

a (corporation, partnership, or individual), hereinafter called "PRINCIPAL", and

Name of SURETY: Great Midwest Insurance Company
Address of SURETY: 800 Gessner, Suite 600
Houston, TX 77024

hereinafter called "SURETY", are held and firmly bound unto the

Name of OWNER: City of Madisonville
Address of OWNER: 67 North Main Street, Madisonville, Kentucky 42431

hereinafter called "OWNER", in the total aggregate penal sum of:

5% of amount bid Dollars (\$ 5% of amount bid).

in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assign, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that whereas, the PRINCIPAL has submitted a certain Bid to the OWNER, dated the 25th day of April 2023, a copy of which is hereto attached and made a part hereof, to enter into a contract in writing for the construction of the **"Choctaw Street Pump Station and Force Main Replacement"** for the **City of Madisonville**.

NOW, THEREFORE, if said Bid shall be rejected, or in the alternate; if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of such Bid; then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any

such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this the 25th day of April 2023.

ATTEST:

Andrew Curtis
(PRINCIPAL) Secretary

United Pipeline, Inc.

PRINCIPAL:

By: Jim Curtis

Address: Jim Curtis

150 Hill Road
Tompkinsville, KY 42167

Andrew Curtis
WITNESS TO PRINCIPAL

Address: 150 Hill Road

Tompkinsville, KY 42167

Great Midwest Insurance Company

SURETY

Lakala Carter

By Attorney in Fact Lakala Carter

Address: 800 Gessner, Suite 600

Houston, TX 77024

ATTEST:

Melissa Prapst

Witness to SURETY

Address: 1240 Fairway St.

Bowling Green, KY 42103

NOTE:

Date of BOND must not be prior to date of AGREEMENT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT:

SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION 00201

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Kenneth Albert, Steven Michael Baas, Lakala Carter, Melissa Propst, Benjamin P. Dycus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

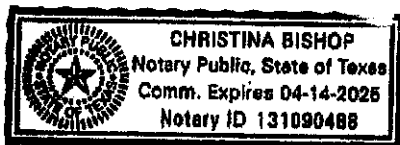


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 25th Day of April 2023



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



ITEM FOR DISCUSSION

Eastview Baptist Church is having a Kickball Tournament on July 22, 2023 10:00 a.m. to 5:00 p.m. They have permission to use the Grass Area across from the Health Department. Would like permission for road closure to start on Waddle Avenue at intersection of North Kentucky Avenue to corner of North Kentucky and Halson Avenue.



PROCLAMATION

WHEREAS, our city is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry who work year-round to ensure the safe construction of buildings, and

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest quality codes to protect us in the buildings where we live, learn, work and play; and

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildfires, floods and earthquakes; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety – our local code officials – who assure us of safe, sustainable and affordable buildings that are essential to our prosperity; and

WHEREAS, "It Starts With You," the theme for Building Safety Month 2023 encourages us to raise awareness about building safety on a personal, local and global scale; and

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW THEREFORE, I, Kevin Cotton, Mayor of the City of Madisonville, do hereby proclaim the month of May, 2023, as "Building Safety Month" and encourage our citizens to join us as we participate in Building Safety Month activities.

Kevin Cotton
Mayor



PROCLAMATION

WHEREAS, mental health is essential to everyone's overall health and well-being, all American's face challenges in life that can impact their mental health, and mental health conditions are real and prevalent in our nation; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions and there are practical tools that all people can use to improve their mental health and increase resiliency; and

WHEREAS, with effective treatment, individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization, and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW THEREFORE, BE IT RESOLVED that I, **Kevin Cotton**, Mayor of the City of Madisonville, Kentucky, do hereby proclaim May 2023, as:

"Mental Health Month"

in the City of Madisonville and call upon the citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

So presented on this 1st day of May, 2023.



Kevin Cotton
Mayor



JOINT PROCLAMATION



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

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

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

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

NOW THEREFORE, BE IT RESOLVED that we, **Kevin Cotton**, Mayor of the City of Madisonville, Kentucky, and **Jack Whitfield**, Judge Executive of Hopkins County, Kentucky, hereby proclaim the week of May 7 – 13, 2023, as

“National Hospital Week”

So presented on this 1st and 2nd days of May, 2023.

Kevin Cotton, Mayor
City of Madisonville

Jack Whitfield, Judge Executive
Hopkins County, Kentucky