



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 November 3, 2025
- 6. NEW BUSINESS**
 - A. Second Reading Ordinances
 - A. Ordinance amending the City of Madisonville annual budget for the fiscal year July 1, 2025 through June 30, 2026
 - B. Resolutions
 - A. Accept bid for Stormwater Repairs
 - B. Resolution approving the program administration agreement City of Madisonville and Midwest Pace Services, LLC and authorizing the Mayor to sign the agreement.
- 7. ADJOURNMENT**



MINUTES

1. CALL TO ORDER BY MAYOR KEVIN COTTON

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

Frank Stevenson

4. ROLL CALL

Present: Council Member Misty Cavanaugh, City Council Member Marvin Hightower, Council Member Adam Townsend, City Council Member Larry Noffsinger, Council Member Frank Stevenson, City Council Member Glenda Wade

Absent:

5. AWARDS & PROCLAMATIONS

- A. JD Chaney - Executive Director of Kentucky League of Cities
JD Chaney presented Mayor Kevin Cotton with the award of Elected City Official of the Year
- B. Chronic Obstructive Pulmonary Disease Awareness Month
Pam Maypray from Baptist Health Deaconess received the proclamation.

6. APPROVAL OF MINUTES

- A. Minutes of October 20, 2025

RESULT: Approval of October 20, 2025 Minutes
MOVER: City Council Member Larry Noffsinger
SECONDER: City Council Member Marvin Hightower
AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

7. APPROVAL OF BILLS AND PAYROLL

- A. Bills and Payroll

RESULT: Approval of Bills and Payroll
MOVER: Council Member Frank Stevenson
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

8. DEPARTMENT REPORTS

- A. Zoning Reports (September & October)
Presented by Mandy Todd
- B. Business Licenses Report

9. COUNCIL COMMITTEE REPORTS

- A. Discussion of the report of the Tourism Advisory Board

RESULT: Motion to approve \$25,000 for Beech Bash 2026
MOVER: Council Member Adam Townsend
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Marvin Hightower, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: Adam Townsend
ABSTAIN: None

- B. Discussion of the joint committee meeting of Utilities/Transportation/Engineering & Budget & Finance
Joint meeting of Utility/Transportation/Engineering committee and Budget committee met November 3, 2025 to discuss stormwater repairs and amendment of the budget.

10. NEW BUSINESS

- A. Second Reading Ordinances

- A. Ordinance establishing an Energy Project Assessment District Program

RESULT: Motion to accept an ordinance establishing an Energy Project Assessment District Program
MOVER: Council Member Frank Stevenson
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

- B. Ordinance amending Chapter 124 of the City of Madisonville Code of Ordinances relating to Mobile Food Vendors

RESULT: Motion to accept an ordinance amending Chapter 124 of the City of Madisonville Code of Ordinances relating to Mobile Food Vendors
MOVER: Council Member Frank Stevenson
SECONDER: City Council Member Glenda Wade
AYES: Marvin Hightower, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: Misty Cavanaugh, Adam Townsend
ABSTAIN: None

- B. First Reading of Ordinance

- A. Ordinance amending the annual budget for July 1, 2025, through June 30, 2026

Second reading will be held at special-called meeting on Friday, November 7, 2025.

- C. Resolutions

- A. Accept Bids for Water System Improvements for Bean Cemetery Water Line Extension

RESULT: Motion to accept bids for Water System Improvements for Bean Cemetery Water Line Extension
MOVER: Council Member Adam Townsend
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

- B. Resolution to declare two heaters from Madisonville Regional Airport as surplus property

RESULT: Motion to declare two heaters from Madisonville Regional Airport as Surplus Property
MOVER: City Council Member Larry Noffsinger
SECONDER: City Council Member Glenda Wade
AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

- D. Executive Orders

- A. Re-appointment of Tara Edwards to the Madisonville-Hopkins County Public Library Board - Executive Order 2025-05

11. ADJOURNMENT

RESULT: Motion to Adjourn
MOVER: Council Member Adam Townsend
SECONDER: City Council Member Marvin Hightower
AYES: Misty Cavanaugh, Marvin Hightower, Adam Townsend, Larry Noffsinger, Frank Stevenson, Glenda Wade
NOES: None
ABSTAIN: None

CITY OF MADISONVILLE, KY

ORDINANCE 2025-14

AN ORDINANCE AMENDING THE CITY OF MADISONVILLE ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT

BE IT ORDAINED BY THE CITY OF MADISONVILLE, KY, AS FOLLOWS:

Section I: that the annual budget for the fiscal year beginning July 1, 2025 and ending June 30, 2026 is hereby amended as follows:

A. See Exhibit A attached hereto and incorporated herein by reference.

The foregoing Ordinance is read to and presented to a regular meeting of the City Council of Madisonville, Kentucky, for first reading on the 3rd day of November, 2025 and the second reading on the 17th day of November, 2025.

**BUDGET SUMMARY FYE 6/30/2026
EXHIBIT A**

	GENERAL FUND	SPECIAL REVENUE FUNDS						2026 SUBTOTAL
		A.B.C.	COAL SEVERANCE	MUNICIPAL AID	OPIOID SETTLEMENT	RESTAURANT TAX	SPORTS COMPLEX	
ESTIMATED REVENUES:								
REVENUES	30,217,440	489,000	310,500	455,000	205,000	2,843,500	1,509,000	36,029,440
TRANSFERS & OTHER SOURCES	3,985,000	-	-	275,000	-	-	1,080,000	5,340,000
TOTAL REVENUES	34,202,440	489,000	310,500	730,000	205,000	2,843,500	2,589,000	41,369,440
LESS: ANTICIPATED EXPENSES:								
GENERAL GOVERNMENT	4,333,815	-	-	-	-	-	-	4,333,815
POLICE & DISPATCH	9,838,425	322,045	-	-	-	-	-	10,160,470
FIRE	8,984,365	-	-	-	-	-	-	8,984,365
	4,080,845							4,790,845
TRANSPORTATION	3,679,845	-	-	710,000	-	-	-	4,389,845
CEMETERY	276,280	-	-	-	-	-	-	276,280
AIRPORT	995,690	-	-	-	-	-	-	995,690
PARK	2,915,680	-	-	-	-	-	-	2,915,680
HEALTH & PUBLIC WELFARE	2,261,750	-	-	-	-	-	-	2,261,750
ALCOHOLIC BEVERAGE CONTROL	-	106,745	-	-	-	-	-	106,745
OPIOID SETTLEMENT	-	-	-	-	175,000	-	-	175,000
EVENTS & CAPITAL PROJECTS	-	-	-	-	-	1,713,500	-	1,713,500
SPORTS COMPLEX	-	-	-	-	-	-	2,582,610	2,582,610
HEALTH INSURANCE & WELLNESS	-	-	-	-	-	-	-	-
PENSION	-	-	-	-	-	-	-	-
ELECTRIC	-	-	-	-	-	-	-	-
WATER FILTRATION	-	-	-	-	-	-	-	-
WATER DISTRIBUTION	-	-	-	-	-	-	-	-
WASTEWATER COLLECTION	-	-	-	-	-	-	-	-
ENGINEERING & STORMWATER	-	-	-	-	-	-	-	-
WASTEWATER TREATMENT	-	-	-	-	-	-	-	-
DEBT & DEPR. FOR WA/WW	-	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-	-
MAINTENANCE SHOP	-	-	-	-	-	-	-	-
TRANSFER TO OTHER FUNDS	-	-	275,000	-	-	1,080,000	-	1,355,000
	33,686,850							40,651,750
TOTAL EXPENSES	-33,285,850	428,790	275,000	710,000	175,000	2,793,500	2,582,610	40,250,750
	515,590							717,690
SURPLUS OR DEFICIT	-916,590	60,210	35,500	20,000	30,000	50,000	6,390	-1,118,690

**BUDGET SUMMARY FYE 6/30/2026
EXHIBIT A (CONTINUED)**

	INTERNAL SERVICE FUND	FIDUCIARY FUND	ENTERPRISE FUNDS			MEMORANDUM TOTAL
	HEALTH INSURANCE	PENSION	LIGHT	WATER & SEWER	SANITATION	
ESTIMATED REVENUES:						
REVENUES	3,666,800	301,500	37,341,480	33,746,235	6,892,100	117,977,555
TRANSFERS & OTHER SOURCES	-	-	-	-	-	5,340,000
TOTAL REVENUES	3,666,800	301,500	37,341,480	33,746,235	6,892,100	123,317,555
LESS: ANTICIPATED EXPENSES:						
GENERAL GOVERNMENT	-	-	-	-	-	4,333,815
POLICE & DISPATCH	-	-	-	-	-	10,160,470
FIRE	-	-	-	-	-	8,984,365
						4,790,845
TRANSPORTATION	-	-	-	-	-	4,389,845
CEMETERY	-	-	-	-	-	276,280
AIRPORT	-	-	-	-	-	995,690
PARK	-	-	-	-	-	2,915,680
HEALTH & PUBLIC WELFARE	-	-	-	-	-	2,261,750
ALCOHOLIC BEVERAGE CONTROL	-	-	-	-	-	106,745
OPIOID SETTLEMENT	-	-	-	-	-	175,000
EVENTS & CAPITAL PROJECTS	-	-	-	-	-	1,713,500
SPORTS COMPLEX	-	-	-	-	-	2,582,610
HEALTH INSURANCE & WELLNESS	3,621,000	-	-	-	-	3,621,000
PENSION	-	300,100	-	-	-	300,100
ELECTRIC	-	-	33,557,273	-	-	33,557,273
WATER FILTRATION	-	-	-	3,387,810	-	3,387,810
WATER DISTRIBUTION	-	-	-	5,189,430	-	5,189,430
WASTEWATER COLLECTION	-	-	-	14,064,405	-	14,064,405
ENGINEERING & STORMWATER	-	-	-	899,890	-	899,890
WASTEWATER TREATMENT	-	-	-	5,582,580	-	5,582,580
DEBT & DEPR. FOR WA/WW	-	-	-	4,421,535	-	4,421,535
SANITATION	-	-	-	-	5,848,135	5,848,135
MAINTENANCE SHOP	-	-	-	-	725,120	725,120
TRANSFER TO OTHER FUNDS	-	-	3,685,000	-	300,000	5,340,000
TOTAL EXPENSES	3,621,000	300,100	37,242,273	33,545,650	6,873,255	122,234,028
						-121,833,028
SURPLUS OR DEFICIT	45,800	1,400	99,207	200,585	18,845	1,083,527
						-1,484,527

Resolution No. 2025-36

**Resolution to Accept Bids for Stormwater
Repairs for Lunsford Street**

WHEREAS, at the June 16, 2025 City Council Meeting, the City of Madisonville approved bidding for stormwater repairs on Lunsford Street.

WHEREAS, the City of Madisonville opened bids for the repairs on October 30, 2025 at 10:00 a.m.; and

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

Name	Bid Amount
Knights Construction	\$339,716.00
TA Gaddis	\$371,224.63

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

NOW THEREFORE, BE IT RESOLVED that the City Council accepts the bid of \$339,716.00 from Knights Construction for the stormwater repairs for Lunsford Street.

PROJECT: LUNSFORD STREET DRAINAGE REPAIR
OWNER: CITY OF MADISONVILLE

MEETING	TIME	DATE	LOCATION
Bid Opening	10 AM	10/30/2025	City of Madisonville City Hall Conference Room

NO	COMPANY	BASE BID
1	Knights Const	\$339,716. ⁰⁰
2	TA Gaddis	\$371,224. ⁶³
3		
4		
5		
6		
7		
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10		
11		
12		
13		



Lunsford Street Drainage Repair - UNIT BID SHEET
City of Madisonville

NO.	ITEM	QTY	UNITS	UNIT COST	TOTAL COST
Demolition					
1	Arched Brick Storm Sewer Demolition (Brick Foundation Remains)	227	LF	60.00	13,620.00
2	Arched Brick Storm Sewer Demolition including Brick Foundation	35	LF	60.00	2,100.00
3	Asphalt Demolition - Full Depth Removal of Existing Pavement	57	SY	45.00	2,565.00
4	Clearing and Grubbing	1	LS	7,500.00	7,500.00
5	Removal of Catch Basin	1	EA	250.00	250.00
6	Removal of Existing 18" Storm Sewer	5	LF	50.00	250.00
Demolition Subtotal					26,285.00
Asphalt					
7	2" Bituminous Concrete Surface Course *	6	TONS	NIC	NIC
8	4" Bituminous Concrete Base Course *	12	TONS	NIC	NIC
9	8" Compacted DGA under Asphalt	17	TONS	55.00	935.00
Asphalt Subtotal					935.00
Drainage					
10	36" N-12 HDPE Pipe	200	LF	200.00	40,000.00
11	8'x4' Concrete Box Culvert	30	LF	2,000.00	60,000.00
Drainage Subtotal					100,000.00
Concrete					
12	Segmental Block Retaining Wall	1059	FSF	70.00	74,130.00
13	Storm Junction Structure "A" (Sta. 1+43)	1	EA	20,000.00	20,000.00
14	Cast-in Place Storm Junction Dual 36" Headwall (Sta. 2+43)	1	EA	35,000.00	35,000.00
15	Cast-in Place Storm Junction Headwall (Sta. 3+94)	1	EA	25,000.00	25,000.00
16	12" Thick Concrete Resistive Collar	26	SF	100.00	2,600.00
Concrete Subtotal					156,730.00
Misc.					
17	Seeding & Strawing	500	SY	12.50	6,250.00
18	Handrail, Type A1	36	LF	415.00	14,940.00
19	Guardrail, Type T631 with Type End Treatment Type 2M	32	LF	508.00	16,256.00
20	Class 2 Channel Lining with Non-Woven Geotextile	29	TONS	55.00	1,595.00
21	Riprap (Class 1) with Woven Fabric	35	TONS	55.00	1,925.00
22	Mobilization (not to exceed 5.0%)	1	LS	10,000.00	10,000.00
23	Demobilization (not to exceed 1.5%)	1	LS	4,800.00	4,800.00
Misc. Subtotal					55,766.00
SUBTOTAL					
TOTAL					339,716.00

Name: Thad Knight

Date: 10/30/2025

Company: Knight Construction & Excavating Inc

* Not in Contract (NIC) per City of Madisonville

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Bid Bond

CONTRACTOR:

(Name, legal status and address)
Knight Construction & Excavating, Inc.

80 Jewell City Road
Slaughters, KY 42456

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)

Granite Re, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

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)

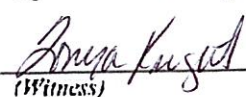
Lunsford Street Drainage Repairs

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.

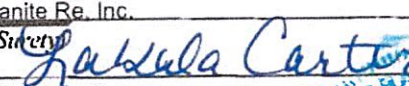
Signed and sealed this 30th day of October 2025

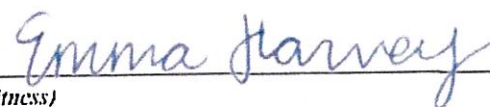

(Witness)

Knight Construction & Excavating, Inc.
(Principal)


(Title) President

Granite Re, Inc.
(Surety)


(Title) LaKala Carter, Attorney-in-Fact


(Witness)



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.

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BID FORM

Proposal of T A GADDIS SERVICES LLC (hereinafter called "Bidder")
a KY CORPORATION/ ~~A PARTNERSHIP/ AN INDIVIDUAL~~ doing business as
(State) ~~(Strike out inapplicable terms)~~
TA GADDIS SERVICES LLC
(Insert name of business)

To: CITY OF MADISONVILLE (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, and acknowledge that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project as stipulated in item # 9 of the information to bidders. Weather related extension requests may be made. If no extensions have been granted the Bidder further agrees to pay as liquidated damages, the sum of two hundred and fifty (\$250.00) for each consecutive day thereafter as hereinafter provided in Item 19 of the General Conditions.

BASE BID: Bidder agrees to perform all of the described work described in the specifications and shown on the plans for the sum of THREE HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED TWENTY FOUR AND SIXTY THREE CENTS
(Amount written in words)

(\$ 371,224.63). In case of discrepancy, the amount shown in words will govern.
(Amount written in numbers)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for received bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Item 29 of the General Conditions.

The bid security attached in the sum of 5% (\$ _____) is to become property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully submitted:

By: 
Signature

By: T A GADDIS SERVICES LLC
Company

Date: 10-30-2025



Lunsford Street Drainage Repair - UNIT BID SHEET
City of Madisonville

<u>NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNITS</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<u>Demolition</u>					
1	Arched Brick Storm Sewer Demolition (Brick Foundation Remains)	227	LF	27.42	6,224.34
2	Arched Brick Storm Sewer Demolition including Brick Foundation	35	LF	89.00	3,115.00
3	Asphalt Demolition - Full Depth Removal of Existing Pavement	57	SY	103.42	5,894.94
4	Clearing and Grubbing	1	LS	2,500.00	2,500.00
5	Removal of Catch Basin	1	EA	2,100.00	2,100.00
6	Removal of Existing 18" Storm Sewer	5	LF	340.00	1,700.00
Demolition Subtotal					21,534.28
<u>Asphalt</u>					
7	2" Bituminous Concrete Surface Course *	6	TONS	NIC	NIC
8	4" Bituminous Concrete Base Course *	12	TONS	NIC	NIC
9	8" Compacted DGA under Asphalt	17	TONS	195.00	3,315.00
Asphalt Subtotal					3,315.00
<u>Drainage</u>					
10	36" N-12 HDPE Pipe	200	LF	262.15	52,430.00
11	8'x4' Concrete Box Culvert	30	LF	3453.66	103,609.80
Drainage Subtotal					156,039.80
<u>Concrete</u>					
12	Segmental Block Retaining Wall	1059	FSF	82.35	87,208.65
13	Storm Junction Structure "A" (Sta. 1+43)	1	EA	10,290.00	10,290.00
14	Cast-in Place Storm Junction Dual 36" Headwall (Sta. 2+43)	1	EA	12,360.00	12,360.00
15	Cast-in Place Storm Junction Headwall (Sta. 3+94)	1	EA	11,030.00	11,030.00
16	12" Thick Concrete Resistive Collar	26	SF	487.95	12,686.70
Concrete Subtotal					133,575.35
<u>Misc.</u>					
17	Seeding & Strawing	500	SY	11.53	5,765.00
18	Handrail, Type A1	36	LF	266.76	9,603.36
19	Guardrail, Type T631 with Type End Treatment Type 2M	32	LF	256.62	8,211.84
20	Class 2 Channel Lining with Non-Woven Geotextile	29	TONS	481.70	13,969.30
21	Riprap (Class 1) with Woven Fabric	35	TONS	330.62	11,571.70
22	Mobilization (not to exceed 5.0%)	1	LS	4,256.00	4,256.00
23	Demobilization (not to exceed 1.5%)	1	LS	3,383.00	3,383.00
Misc. Subtotal					56,760.20
SUBTOTAL					
TOTAL					371,224.63

Name: TIM A GADDIS

Date: 10-30-2025

Company: T A GADDIS SERVICES LLC

* Not in Contract (NIC) per City of Madisonville



Bond Number 2661106

Bid Bond

KNOW ALL BY THESE PRESENTS, That We, T A Gaddis Services LLC as Principal, and WEST BEND INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in West Bend, Wisconsin, in said State, as Surety, are held and firmly bound unto City Of Madisonville as Owner, in the full and just sum of Five Percent (5 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for Lunsford St Drainage Repairs

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 30 day of October, 2025

Principal:

T A Gaddis Services LLC

By: Tim Gaddis (SEAL)

Name Typed: Tim Gaddis, Member of LLC

Title

Witness: Barbara Gaddis

Surety:

West Bend Insurance Company

By: Anne Decker (SEAL)

Name Typed: ANNE DECKER

Title

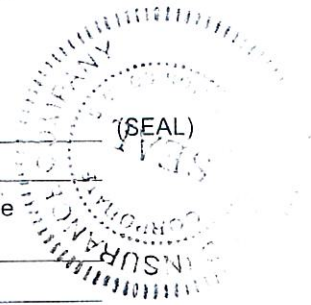
Witness: Misty Parker

Agency Name: KINCAID INSURANCE CO INC

Address: 321 MAIN ST

ROCKPORT, IN 47635 ,

Phone Number: (812) 649-5739



MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956. 1956 PA 218 and MCL 500.2236.

RHODE ISLAND ONLY: Under R.I. Gen. Laws § 27-65-1, this policy is exempt from the filing and approval requirements of forms used and rates charged.



Bond No. 2661106

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

ANNE DECKER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

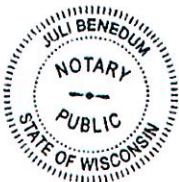
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 30th day of October, 2025.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

**CITY OF MADISONVILLE
RESOLUTION R-2025-37**

RESOLUTION OF THE CITY OF MADISONVILLE, KENTUCKY APPROVING THE PROGRAM ADMINISTRATION AGREEMENT CITY OF MADISONVILLE AND MIDWEST PACE SERVICES, LLC AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.

WHEREAS, the City of Madisonville, Kentucky approved an ordinance establishing an energy project assessment district (EPAD) program on November 3, 2025;

WHEREAS, the City of Madisonville desires to enter into an Administration Agreement with the Program Administrator setting forth the mechanisms by which funding, financing or refinancing of Energy Projects under the EPAD Program may be obtained by owners or proposed owners of property within the EPAD to financing Energy Improvements, as defined by KRS 65.205; and

WHEREAS, the City Council agrees to enter into an Administration Agreement as shown on Exhibit A attached and authorizing Midwest PACE Services LLC as the program administrator.

NOW, THEREFORE, BE IT RESOLVED on this 17th day of November, 2025 the City of Madisonville, Kentucky authorizes the Mayor sign the Program Administration Agreement with Midwest PACE Services, LLC.

PROGRAM ADMINISTRATION AGREEMENT

This EPAD PROGRAM ADMINISTRATION AGREEMENT ("Administration Agreement"), dated this ____ day of, 2025, is entered into by and between the City Council of the City of Madisonville, Kentucky (the "City"), a political subdivision of the Commonwealth of Kentucky ("Commonwealth") and Midwest PACE Services LLC d/b/a Energize Kentucky ("Program Administrator"), a limited liability company duly organized under the laws of the Commonwealth, (the City and the Program Administrator each individually a Party and together the Parties) under the following Agreement.

W I T N E S S E T H

WHEREAS, Kentucky Revised Statutes Sections 65.205 through Section 65.209 (the "Act") authorize local governmental units, such as the City, to establish a program to advance the conservation and efficient use of energy and water resources within the local government's jurisdiction;

WHEREAS, the City adopted an Ordinance No. 2025-14 ("EPAD Ordinance") establishing (i) an Energy Project Assessment District ("EPAD") within its jurisdictional limits and (ii) a program ("EPAD Program") to facilitate the types of financings authorized under the Act;

WHEREAS, the City desires to enter into this Administration Agreement with the Program Administrator setting forth the mechanisms by which funding, financing or refinancing of Energy Projects under the EPAD Program may be obtained by owners or proposed owners of property within the EPAD to financing Energy Improvements, as that terms is defined by KRS 65.205; and

WHEREAS, this Administration Agreement is authorized pursuant to the provisions KRS 65.206(2)(c) and the EPAD Ordinance.

NOW THEREFORE, in consideration of the premises stated and of the mutual covenants, representations, and warranties herein contained, the parties hereto agree as follows:

ARTICLE I – DEFINITIONS

SECTION 1.1. DEFINITIONS. In addition to any words and terms defined elsewhere in this Administration Agreement or the Act, the following words and terms shall have the following meanings, unless the context or use clearly indicates that another meaning is intended.

“Administration Agreement” means this EPAD Program Administration Agreement by and between the City and the Program Administrator, as amended and supplemented from time to time in accordance with its terms.

“Program Administrator” means Midwest PACE Services LLC d/b/a Energize Kentucky, a limited liability company duly organized and validly existing under the laws of the Commonwealth, or any successor thereto.

“City” means the City Council of the City of Madisonville, Kentucky, a political subdivision of the Commonwealth.

“EPAD Petition” means a petition of an Owner to participate in the EPAD Program as provided in the EPAD Ordinance.

“EPAD Program” means the Energy Project Assessment District Program established by City Ordinance 2025-14.

“EPAD Ordinance” means Ordinance No. 2025-14 of the City.

“Financing Documents” means the Project Financing Agreement, and any such other financing agreements and/or the various attendant agreements entered into from time to time, that are issued or delivered in accordance with the EPAD Ordinance, a Project Authorizing Ordinance, or the Administration Agreement.

“Lender” means any organization that provides funding to a property Owner, their successors and assigns, under the Program.

“Owner” means the owner, or proposed owner, of an interest in commercial real property within the jurisdictional limits of the EPAD Program.

"Project Financing Agreement" means a contractual agreement between the Owner, the Program Administrator, the City and an approved finance lender that provides for the financing of an Energy Project with the costs being repaid by a Program Assessment.

ARTICLE II - REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1. REPRESENTATIONS AND WARRANTIES BY CITY. The City represents and warrants as follows:

(A) **Organization.** It is a duly organized and validly existing political subdivision under the laws of the Commonwealth.

(B) **Authority.** It has all the necessary power to authorize and consummate all the transactions contemplated by this Administration Agreement and any and all agreements relating thereto, and has duly authorized the execution and delivery of this Administration Agreement.

(C) **No Restrictions.** Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which it is now a party or by which it is bound or constitutes a default under any of the foregoing.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES BY THE PROGRAM ADMINISTRATOR. The Program Administrator represents and warrants, as follows:

(B) Organization. It is a limited liability company duly organized and validly existing under the laws of the Commonwealth.

(C) Authority. It has all the necessary power and authority to execute and deliver this Administration Agreement, to enter into and perform the transactions contemplated by this Administration Agreement, and to undertake and perform all the duties and obligations of the Program Administrator as set forth herein.

(D) Approvals. It has all necessary consents and approvals required for the execution, delivery and performance of this Administration Agreement.

(E) No Restrictions. Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which it is now a party or by which it is bound or constitutes a default under any of the foregoing.

ARTICLE III - DUTIES OF THE PROGRAM ADMINISTRATOR

SECTION 3.1. AGENT AND ATTORNEY-IN-FACT. The City and the Program Administrator agree that the Program Administrator shall serve as agent and attorney-in-fact for the purpose of performing the duties outlined in this Administration Agreement and the Program Administrator is hereby appointed a Program Administrator under the EPAD Ordinance.

SECTION 3.2. GENERAL DUTIES OF THE PROGRAM ADMINISTRATOR. In addition to other duties to be performed by the Program Administrator that may be set forth in a Project Financing Agreement, the Program Administrator shall have the following specific duties:

- (A) Origination.** The Program Administrator shall complete the following tasks as part of the submission of Petitions for participation in the EPAD Program:
- (i) The Program Administrator shall provide marketing and other information regarding technical aspects of the EPAD Program to Owners and third parties.
 - (ii) The Program Administrator shall assist in the application process to ensure that the needs of parties involved are properly considered.
 - (iii) The Program Administrator shall assist in facilitating a qualified energy review of the proposed property or properties of each energy project.
 - (iv) The Program Administrator shall assist in the coordination of the Project Financing Agreement process to ensure that the needs of all parties to the EPAD Project are properly considered and the steps required to execute the Project Financing Agreement occur in a

timely manner, including coordination and approval of the Project Financing Agreement process with all applicable parties.

- (v) For each Petition ready for approval, the Program Administrator shall present the Petition and supporting documentation to include forms of the Financing Documents along with a recommendation as to approval, to the City Council for approval. Petition and project approval will be required from both departments prior to acceptance into the program.
- (vi) The Program Administrator shall assist in the holding of any public hearings that may be required for the Project Financing Agreement and shall publish notices of such hearings in accordance with legal requirements.
- (vii) The Program Administrator shall assist in the coordination of the execution and delivery of Project Financing Agreement by all applicable parties.

(B) Servicing of Project Financing Agreements. The Program Administrator shall complete the following tasks as part of services of Project Financing Agreements as part of the EPAD Program:

- (i) The Program Administrator shall perform all obligations and duties of the City in accordance with the Project Financing Agreements, as agent and attorney-in-fact for the City.
- (ii) The Program Administrator shall assist Owners participating in the EPAD Program in communicating with the related Lender with respect to a Project Financing Agreement.
- (iii) The Program Administrator shall assist in the recording of each assessment, as issued, in the real property records of the City.
- (iv) The Program Administrator will bill, collect, and remit the annual EPAD Assessment with the collection of assessment payments in the manner provided in each Project Financing Agreement.
- (v) The Program Administrator shall, upon completion of all contractual terms of the Project Financing Agreement by the parties, provide a reconciliation statement and notice to the City along with all other documents necessary to complete the terms of the Project Financing Agreement.

(C) Information. The Program Administrator will respond to all reasonable requests for information from any Lender, Owner and the City regarding the EPAD Program. The Program Administrator will at all reasonable

times make its books, records and papers relating to the EPAD Program available for inspection by the City, any related Lender, any related Owner, and any Project Financing Agreement's trustee at the Program Administrator's regular place of business.

- (D) **Files.** The Program Administrator will retain copies of all the documents delivered pursuant to the requirements of a Financing Agreement. The Program Administrator will establish and maintain such permanent files as are appropriate, including files applicable to each Financing Agreement. All such files will be kept at the Program Administrator's regular place of business and will be available for inspection by the City, any related Owner and any related Lender, and to any other person to the extent required under the Financing Documents or the laws of the Commonwealth, at such reasonable times and in such reasonable manner as the Program Administrator shall determine.
- (E) **Disputes Between Owner and Lender.** The Program Administrator shall assist in resolving any disputes which may arise between or among any Owners and any Lender.
- (F) **Consents and Approvals by the Program Administrator.** When the consent, approval or other action of the Program Administrator is required pursuant to the terms of this Administration Agreement or Project Financing Agreement, the Program Administrator shall not unreasonably withhold or delay such consent, approval or action.

SECTION 3.3. REPORTS BY THE PROGRAM ADMINISTRATOR. The Program Administrator shall prepare written reports concerning the EPAD Program in such detail and at such times as may be reasonably requested by the City.

ARTICLE IV - ADMINISTRATION FEE

SECTION 4.1. ADMINISTRATION FEE. In consideration for the services rendered by the Program Administrator under the terms of this Administration Agreement, the Program Administrator shall, subject to the provisions of the Kentucky Revised Statutes, EPAD Ordinance and Project Financing Agreement, be paid a fee in an amount to which the City may agree under each respective Project Financing Agreement; the City shall bear no responsibility for paying such fee, such fee is the sole responsibility of the participating property owner.

ARTICLE V - PROGRAM ADMINISTRATOR'S LIABILITY

SECTION 5.1. LIABILITY OF THE PROGRAM ADMINISTRATOR. Neither the Program Administrator nor any director, officer, employee or agent of the Program Administrator shall have any liability, except as expressly provided in this Administration Agreement, to the City or the parties to any Financing Agreements for any action taken or for refraining from any action in good faith pursuant to this Administration Agreement, other than for loss, liability or expense

incurred by reason of gross negligence or willful misconduct of the Program Administrator or any of its directors, officers, employees or agents.

ARTICLE VI - DURATION OF AGREEMENT

SECTION 6.1. DURATION OF AGREEMENT. This Administration Agreement shall be effective as of the date set forth at the beginning of this Administration Agreement and shall continue unless terminated as provided for in Section 7.1.

ARTICLE VII – TERMINATION

SECTION 7.1. TERMINATION. This Administration Agreement may be terminated, subject to any limitations set forth in a Project Financing Agreement, by either party, with sixty (60) days written notice to the other party, and upon the happening of any one or more of the following events:

- (A) Failure by the Program Administrator to duly observe and perform any covenant, condition or agreement in this Administration Agreement to be observed or performed by the Program Administrator which has a material adverse impact on the EPAD Program, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Program Administrator by the City.
- (B) A decree or order of any court or agency or supervisory authority having jurisdiction of the premises for the appointment of a conservator or receiver or liquidator in any insolvency, re-adjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of its affairs, has been entered against the Program Administrator, and such decree or order shall have remained in force, undischarged or unstayed for a period of thirty (30) days.
- (C) The Program Administrator admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy under the United States Bankruptcy Code, or takes advantage of any applicable insolvency or reorganization statute, makes an assignment for the benefit of its creditors or voluntarily suspends payment of its obligations.
- (D) Any representation made in or omitted from this Administration Agreement by the Program Administrator is incorrect or misleading in any material respect.
- (E) If terminated without cause, 12 months from date of notice, to wind down program and existing projects

SECTION 7.2. PERFORMANCE OF AGREEMENTS AFTER TERMINATION NOTICE. In addition to or in lieu of giving written notice to terminate the Administration Agreement, the City may take whatever other action at law or in equity may appear necessary or

desirable to enforce the performance of any obligation, agreement or covenant of the Program Administrator under this Administration Agreement.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

SECTION 8.1. GOVERNING LAW JURISDICTION AND VENUE. This Administration Agreement shall be construed under the laws of the Commonwealth. Each party agrees to personal jurisdiction in any action brought in any state court within the City of Madisonville, Kentucky having subject matter jurisdiction over the matters arising under this Administration Agreement. Any suit, action or proceeding arising out of or relating to this Administration Agreement shall only be instituted in the City of Madisonville, KY. Each party waives any objection which it may have now or hereafter as to the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

SECTION 8.2. SEVERABILITY. In the event that any one or more of the provisions of this Administration Agreement, or any part of a provision, shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Administration Agreement; and such provision or part of a provision shall be reformed so that it would be legal, valid and enforceable or this Administration Agreement shall be reformed, interpreted and construed as if such provision or part of a provision had never been included in this Administration Agreement.

SECTION 8.3. NOTICES. All notices, certificates or communications shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid and addressed to the respective parties of this Administration Agreement as addressed below:

If to the City:

Attn: Rob Saint, Madisonville City Administrator
City Hall
67 N. Main Street
Madisonville, KY 43431

If to the Program Administrator:

Attn: Chris Jones, Vice President
Midwest PACE Services LLC d/b/a Energize Kentucky
710 E. Main Street
Lexington, KY 40502

SECTION 8.4. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS. To the extent permitted by law, the parties hereto agree that they may, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements

hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Administration Agreement.

SECTION 8.5. ASSIGNMENT. This Agreement may not be assigned by either Party. This Agreement is only for the benefit of the Parties and the enforcement of it is limited to the parties. No provision of this Agreement shall be interpreted or construed to provide any benefit or right to anybody else, directly, indirectly, or otherwise.

SECTION 8.6. WAIVER. No consent to or waiver by any of the Parties of any breach or default of any provision of this Administration Agreement, whether express or implied, shall constitute or be interpreted as a consent to, waiver of or excuse any subsequent breach or default of the same or any other provision of this Administration Agreement.

SECTION 8.7. AMBIGUITIES. Each Party has been afforded the opportunity to review this Agreement with counsel, of their own designation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Administration Agreement. The language in this Administration Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

SECTION 8.8. CAPTIONS AND HEADINGS. The captions and headings of the paragraphs and sub-paragraphs of this Administration Agreement have been inserted for convenience of reference only and shall in no way affect the interpretation of any of the terms and provisions of this Administration Agreement.

SECTION 8.9. DISCLOSURES. The City is advised that Midwest PACE Services LLC d/b/a Energize Kentucky is a wholly-owned subsidiary of Bricker Graydon, LLP (herein "Firm"). Services provided by Midwest PACE Services LLC d/b/a Energize Kentucky shall not be construed as legal services, and further shall not afford the City the protection of an Attorney-Client relationship. The City acknowledges, through its signature below, it is not obligated to engage with Midwest PACE Services LLC d/b/a Energize Kentucky for program administration services, and further shall be entitled to obtain program administration services elsewhere, if so desired.

It is understood, as it relates to this Agreement, that the City is a Client of Midwest PACE Services LLC d/b/a Energize Kentucky, a wholly-owned subsidiary of the Firm. This engagement does not confer a relationship between any of the City's individual officials or officers and the Firm. The City's decision to enter into an Agreement with Midwest PACE Services LLC d/b/a Energize Kentucky, for requested services, shall not prohibit the City from engaging in independent, or ancillary, legal services with the Firm.

The City is advised that the Firm serves as general counsel to Midwest PACE Services LLC d/b/a Energize Kentucky, on matters which are and may be related to this Agreement. Through acceptance of this Agreement, the City acknowledges and consents to the Firm's continued representation of the Administrator and waives any conflict of interest that may exist with respect to the Firm's simultaneous representation of the City and the Administrator. The City, through acceptance of this Agreement, consents to the Firm's representation of the Administrator with respect to any and all matters which it is currently engaged or may become

engaged. Through its acceptance, the City hereby waives any objections to any conflicts of interest created by the Firm's current and future representation of the Administrator in matters that may or may not involve the City.

Additionally, through acceptance of this Agreement, the City provides assurance that its engagement with Midwest PACE Services LLC d/b/a Energize Kentucky, for program administrative services, will not later be raised as an actual or potential conflict of interest in any future matter in which the Firm may be representing other parties and not representing the City. Because of the Firm's vast and diverse representation of many other clients in and around the Commonwealth of Kentucky, including, but not limited to, public entities, port authorities, banks, financial institutions, lenders, capital providers, developers, and real estate sellers and buyers, it is possible that currently or in the future, a dispute may arise between the City and another client that the Firm represents, and the Firm reserves the right to continue to represent, or to undertake to represent, existing or new clients in any matter, even if the interests of such clients in other matters are directly adverse to the City.

The City agrees that, through its engagement with the Administrator, the Firm will not be precluded from representing clients who may have interests adverse to the City, and that the City will waive any right to disqualify the Firm or otherwise object to the Firm's representation of such clients so long as (1) such adverse matter is not substantially related to the Administrator's delivery of program administrative services to the City; (2) the Firm's representation of the other client does not involve the use, to the material disadvantage of the City, of any confidential information obtained as a result of the Administrator's engagement with the City; and (3) the Firm reasonably believes it can diligently serve both the interests of the City and the other client on the adverse matter.

The City agrees that its engagement with the Midwest PACE Services LLC d/b/a Energize Kentucky, for program administrative services, will not disqualify the Firm from continuing its representation of any financial institutions including undertaking the closing of new loans or new PACE financing transactions for existing or new clients, and that the City will waive any right to disqualify the Firm or otherwise object to such representation now or in the future.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement:

**MIDWEST PACE SERVICES LLC D/B/A
ENERGIZE KENTUCKY:**

By: _____

Title: _____

**CITY COUNCIL,
CITY OF MADISONVILLE, KENTUCKY:**

By: _____

Title: _____