



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

July 16, 2018 at 4:30 PM

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION BY PASTOR ROB WILSON**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
 - A. City Council - Special Called Meeting - Jun 27, 2018 10:00 AM
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills & Payroll
- 7. EXECUTIVE ORDERS**
 - A. EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF TIM THOMAS TO THE HOPKINS COUNTY JOINT PLANNING COMMISSION
- 8. DEPARTMENT REPORTS**
 - A. Fire Department Report
 - B. Police Department Report
- 9. COUNCIL COMMITTEE REPORTS: REPORT FROM JOINT CITY COUNCIL TOURISM**
- 10. OLD BUSINESS**
- 11. NEW BUSINESS**
 - A. Items for Discussion**
 1. Permission to Bid Mahr Park Playground & Dog Park Phase III for paving and striping
 2. Permission to bid for a 6-unit T-Hanger at Madisonville Regional Airport
 - B. Resolutions**
 - A. Support of I-69 Central Corridor 1 for Ohio River Crossing
 - B. Accept Bid for the Elevator Contract at 67 North Main Street, Madisonville, Kentucky
 - C. Accept Bid for Mahr Park Phase II, Restrooms, Pavilions and Concrete Work for the Playground and Dog Park Project

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

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

12. AWARDS AND RECOGNITIONS

A. Longevity Pins

13. ADJOURNMENT

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

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

June 27, 2018 at 10:00 AM

MINUTES

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
David W. Jackson	Mayor	Present	
Mark Lee	Ward 1	Present	
Barry McGaw	Ward 4	Present	
Frank Stevenson	Ward 5	Present	
Adam Townsend	Ward 3	Present	
Bobby Johnson	Ward 6	Present	
Tony Space	Ward 2	Present	

II. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Jun 18, 2018 4:30 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Mark Lee, Ward 1
AYES: Lee, McGaw, Stevenson, Townsend, Johnson, Space

III. ORDINANCES: 2ND READING

1. AN ORDINANCE AMENDING THE CITY OF MADISONVILLE ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2017 THROUGH JUNE 30, 2018, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT

RESULT: ADOPTED [UNANIMOUS]
MOVER: Mark Lee, Ward 1
SECONDER: Frank Stevenson, Ward 5
AYES: Lee, McGaw, Stevenson, Townsend, Johnson, Space

IV. RESOLUTIONS

1. APPROVAL OF THE EXPENDITURE OF UP TO \$400,000 FOR DESIGN SERVICES RELATING TO THE EXTENSION OF MIDTOWN BOULEVARD

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Minutes Acceptance: Minutes of Jun 27, 2018 10:00 AM (Approval of Minutes)

RESULT: **ADOPTED [4 TO 2]**
MOVER: Mark Lee, Ward 1
SECONDER: Frank Stevenson, Ward 5
AYES: Lee, Stevenson, Townsend, Space
NAYS: McGaw, Johnson

V. ADJOURNMENT

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Adam Townsend, Ward 3
SECONDER: Frank Stevenson, Ward 5
AYES: Lee, McGaw, Stevenson, Townsend, Johnson, Space

Minutes Acceptance: Minutes of Jun 27, 2018 10:00 AM (Approval of Minutes)

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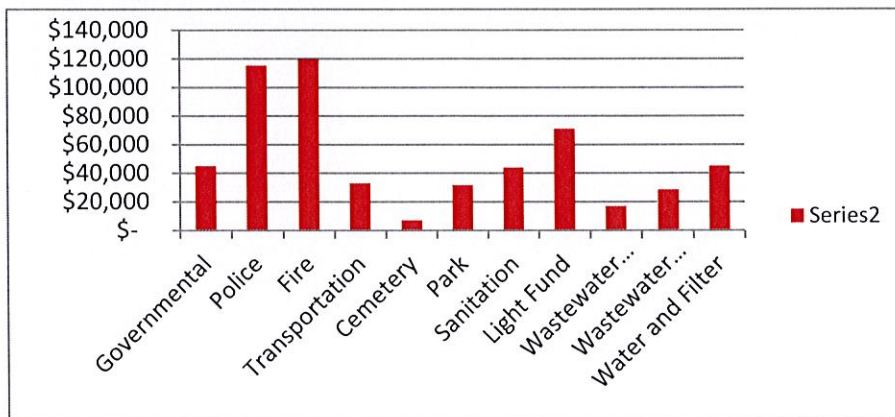
Copy of Bills and Payroll July 16, 2018

6.A

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 147,291.82
			\$ 71,651.87
			\$ 212,566.64
		Total General Fund	\$ 431,510.33
190	9	Sanitation	\$ 84,622.62
			\$ 12,258.69
			\$ 46,283.06
		Total Sanitation	\$ 143,164.37
200	9	Electric/Utility Office	\$ 28,831.65
			\$ 130,337.53
		Total Electric/Utility Office	\$ 159,169.18
210	8	Water and Filter	\$ 34,979.03
			\$ 9,672.08
			\$ 131,776.89
		Total Water Filter	\$ 176,428.00
	9	Waste Water Collection and Treatment	\$ 36,391.34
			\$ 30,491.90
			\$ 43,776.64
		Total Wastewater Collection and Treatment	\$ 110,659.88

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 44,776
100	2100	Police	\$ 114,958
100	2300	Fire	\$ 119,290
100	3300	Transportation	\$ 32,655
100	5000	Cemetery	\$ 6,907
100	7000	Park	\$ 31,404
190	3100	Sanitation	\$ 43,591
200	1000/4500	Light Fund	\$ 70,730
200	2000	Wastewater Treatment	\$ 16,638
200	2001	Wastewater Collection	\$ 28,258
200	4700/4600	Water and Filter	\$ 44,859
		Total Payroll	\$ 554,066



July 16, 2018

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

FROM 7/13/18 TO 7/13/18

DATE -

TIME -

6.A

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	7/13/18	7	1	6
100	1200	ADMINISTRATION	7/13/18	9	7	2
100	1400	FINANCE	7/13/18	6	6	
100	1500	CITY CLERK	7/13/18	4	4	
100	1600	AIRPORT	7/13/18	3	2	1
100	1700	ZONING	7/13/18	2	2	
100	2100	POLICE DEPT-MADISONVILLE	7/13/18	46	46	
100	2150	POLICE FICA	7/13/18	3	2	1
100	2151	DISPATCH	7/13/18	14	12	2
100	2200	ALCOHOLIC BEVERAGE CONTROL	7/13/18	1		1
100	2300	FIRE DEPT-MADISONVILLE	7/13/18	58	58	
100	2350	FIRE FICA/NON HAZARDOUS	7/13/18	1	1	
100	2400	RESTAURANT TAX	7/13/18	1	1	
100	3300	TRANSPORTATION DEPT	7/13/18	24	23	1
100	5000	CEMETERY DEPARTMENT	7/13/18	7	5	2
100	7000	PARK DEPARTMENT	7/13/18	23	11	12
100	7100	POOL EMPLOYEES	7/13/18	19		19
190	3100	SANITATION DEPARTMENT	7/13/18	29	29	
200	1000	UTILITY OFFICE	7/13/18	13	12	1
200	4500	LIGHT DISTRIBUTION DEPT	7/13/18	21	21	
210	2000	WASTEWATER TREATMENT	7/13/18	9	9	
210	2001	WASTEWATER COLLECTION	7/13/18	19	19	
211	4600	FILTER DEPARTMENT	7/13/18	13	13	
211	4700	WATER DEPARTMENT	7/13/18	16	15	1
		Totals		348	299	49

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

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTA
100	1100	ELECTED OFFICIALS	4,356.56	.00	.00	4,356.5
100	1200	ADMINISTRATION	17,426.61	983.95	.00	18,410.5
100	1400	FINANCE	11,423.45	21.02	.00	11,444.4
100	1500	CITY CLERK	5,581.33	.00	.00	5,581.3
100	1700	ZONING	3,696.81	.00	.00	3,696.8
100	1900	CITY ENGINEER	.00	.00	.00	.0
100	2200	ALCOHOLIC BEVERAGE	1,286.62	.00	.00	1,286.6
		Total Government	43,771.38	1,004.97	.00	44,776.3
100	2100	POLICE DEPT-MADISO	92,789.19	18,243.10	.00	111,032.2
100	2150	POLICE FICA	3,626.18	299.06	.00	3,925.2
		Total Police	96,415.37	18,542.16	.00	114,957.5
100	2300	FIRE DEPT-MADISONV	75,010.19	34,555.12	8,815.49	118,380.8
100	2350	FIRE FICA/NON HAZA	908.88	.00	.00	908.8
		Total Fire	75,919.07	34,555.12	8,815.49	119,289.6
100	3300	TRANSPORTATION DEP	31,107.70	1,547.32	.00	32,655.0
		Total Transportati	31,107.70	1,547.32	.00	32,655.0
100	5000	CEMETERY DEPARTMEN	6,637.31	269.68	.00	6,906.9
		Total Cemetery	6,637.31	269.68	.00	6,906.9
100	7000	PARK DEPARTMENT	20,299.82	2,127.29	.00	22,427.1
100	7100	POOL EMPLOYEES	7,823.39	1,153.66	.00	8,977.0
		Total Park	28,123.21	3,280.95	.00	31,404.1
190	3100	SANITATION DEPARTM	42,538.46	1,052.60	.00	43,591.0
		Total Sanitation	42,538.46	1,052.60	.00	43,591.0
200	1000	UTILITY OFFICE	17,619.83	1,072.88	.00	18,692.7
200	1001	METER READING	.00	.00	.00	.0
200	4500	LIGHT DISTRIBUTION	46,147.29	5,889.99	.00	52,037.2
		Total Utility Offi	63,767.12	6,962.87	.00	70,729.9
210	2000	WASTEWATER TREATME	16,514.73	123.57	.00	16,638.3
210	2001	WASTEWATER COLLECT	27,899.62	357.90	.00	28,257.5
		Total Wastewater T	44,414.35	481.47	.00	44,895.8
211	4600	FILTER DEPARTMENT	18,277.59	1,557.92	.00	19,835.5
211	4700	WATER DEPARTMENT	22,878.96	2,144.69	.00	25,023.6
		Total Water	41,156.55	3,702.61	.00	44,859.1
		Grand Totals	473,850.52	71,399.75	8,815.49	554,065.7

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

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.0
100	1200	ADMINISTRATION	290.25	33.00	.00	323.2
100	1400	FINANCE	219.00	.75	.00	219.7
100	1500	CITY CLERK	196.50	.00	.00	196.5
100	1700	ZONING	95.75	.00	.00	95.7
100	1900	CITY ENGINEER	.00	.00	.00	.0
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.0
		Total Government	801.50	33.75	.00	835.2
100	2100	POLICE DEPT-MADISO	3,868.50	498.00	.00	4,366.5
100	2150	POLICE FICA	208.50	11.25	.00	219.7
		Total Police	4,077.00	509.25	.00	4,586.2
100	2300	FIRE DEPT-MADISONV	4,935.00	1,704.00	379.25	7,018.2
100	2350	FIRE FICA/NON HAZA	71.00	.00	.00	71.0
		Total Fire	5,006.00	1,704.00	379.25	7,089.2
100	3300	TRANSPORTATION DEP	2,019.00	62.50	.00	2,081.5
		Total Transportati	2,019.00	62.50	.00	2,081.5
100	5000	CEMETERY DEPARTMEN	530.00	16.25	.00	546.2
		Total Cemetery	530.00	16.25	.00	546.2
100	7000	PARK DEPARTMENT	1,412.00	117.75	.00	1,529.7
100	7100	POOL EMPLOYEES	904.75	81.00	.00	985.7
		Total Park	2,316.75	198.75	.00	2,515.5
190	3100	SANITATION DEPARTM	2,272.00	36.75	.00	2,308.7
		Total Sanitation	2,272.00	36.75	.00	2,308.7
200	1000	UTILITY OFFICE	935.22	54.25	.00	989.4
200	1001	METER READING	.00	.00	.00	.0
200	4500	LIGHT DISTRIBUTION	1,679.75	135.75	.00	1,815.5
		Total Utility Offi	2,614.97	190.00	.00	2,804.9
210	2000	WASTEWATER TREATME	751.25	4.50	.00	755.7
210	2001	WASTEWATER COLLECT	1,414.25	15.00	.00	1,429.2
		Total Wastewater T	2,165.50	19.50	.00	2,185.0
211	4600	FILTER DEPARTMENT	948.00	64.75	.00	1,012.7
211	4700	WATER DEPARTMENT	1,228.50	83.00	.00	1,311.5
		Total Water	2,176.50	147.75	.00	2,324.2
		Grand Totals	23,979.22	2,918.50	379.25	27,276.9

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

CITY OF MADISONVILLE
OFFICE OF THE MAYOR
EXECUTIVE ORDER

EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF TIM THOMAS TO THE
HOPKINS COUNTY JOINT PLANNING COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

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

- 1) That Tim Thomas shall be, and hereby is, appointed to the Hopkins County Joint Planning Commission
- 2) That the term of Tim Thomas shall be for a period of four years commencing on July 1, 2018.
- 3) That Tim Thomas shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.

On this the 16th day of July, 2018

ATTEST:

Madisonville Fire Dept.

Madisonville, KY

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8.A

Incident Statistics for June 2018

Start Date: 06/01/2018 | End Date: 06/30/2018

INCIDENT COUNT		
INCIDENT TYPE		# INCIDENTS
EMS		108
FIRE		49
TOTAL		157
JUNE LOSSES		YTD LOSSES
\$257,909.00		\$455,330.00
CO CHECKS		
736 - CO detector activation due to malfunction		1
TOTAL		1
MUTUAL AID		
Aid Type		Total
Aid Given		2
OVERLAPPING CALLS		
# OVERLAPPING		% OVERLAPPING
26		16.56
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station #1	0:04:16	0:03:15
Station #2	0:04:12	0:03:57
Station #3	0:04:41	0:05:12
Station #4	0:03:52	0:04:51
AVERAGE FOR ALL CALLS		0:04:12
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station #1	0:01:27	0:01:11
Station #2	0:01:16	0:01:15
Station #3	0:01:12	0:01:25
Station #4	0:01:15	0:01:00
AVERAGE FOR ALL CALLS		0:01:15
AGENCY		AVERAGE TIME ON SCENE (MM:SS)
Madisonville Fire Dept.		26:27

Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

Madisonville, KY

This report was generated on 7/2/2018 1:46:07 PM



8.A

Training Hours for June 2018

Training Code(s): All Training Codes | Start Date: 06/01/2018 | End Date: 06/30/2018

Total Training Hours By Code	
Total Hours for Training Code: Administration & Organization A0000	23:30
Total Hours for Training Code: Aerial Operations Training HH0000	25:00
Total Hours for Training Code: Arson 1 Course Y0001	16:00
Total Hours for Training Code: Arson 2 Course Y0002	21:00
Total Hours for Training Code: Building Construction Training V0000	18:00
Total Hours for Training Code: Communications C0000	6:00
Total Hours for Training Code: CPR/AED Training P0001	4:00
Total Hours for Training Code: Drivers Training(General) CC0000	10:30
Total Hours for Training Code: Emergency Disaster Training X0000	179:00
Total Hours for Training Code: Farm & Machinery Rescue Q0006	152:00
Total Hours for Training Code: Fire Behavior D0000	12:00
Total Hours for Training Code: Fire Control M0000	47:00
Total Hours for Training Code: Fire Inspector 1 Course DD0001	16:00
Total Hours for Training Code: Fire Officers Training (General) AA0000	17:00
Total Hours for Training Code: Flammable Gases Firefighting M0004	10:00
Total Hours for Training Code: Forcible Entry G0000	7:30
Total Hours for Training Code: Hazardous Materials Training (General) T0000	16:30
Total Hours for Training Code: Hose, Nozzles, Appliances K0000	38:00
Total Hours for Training Code: Ladders J0000	33:00
Total Hours for Training Code: Patient Assessment P0009	105:00
Total Hours for Training Code: Personal Protective Equipment F0000	30:00
Total Hours for Training Code: Pre-Planning & Inspections Training DD0003	28:30
Total Hours for Training Code: Pump Operations Training Z0000	9:00
Total Hours for Training Code: Rescue Training Q0000	161:00
Total Hours for Training Code: Rope Rescue Q0007	2:00
Total Hours for Training Code: Ropes I0000	16:00
Total Hours for Training Code: Safety Training B0000	40:00
Total Hours for Training Code: Special Topics in Fire / Rescue II0000	121:30
Total Hours for Training Code: Trauma Emergencies P0011	6:00
Total Hours for Training Code: Vehicle Extrication Q0001	38:00
Total Hours for Training Code: Vehicle Firefighting M0002	12:00
Total Hours for Training Code: Ventilation H0000	92:30
Total Hours for Training Code: Victim Search & Rescue O0000	40:00
Total Hours for Training Code: Water Rescue Q0005	169:00
Totals for all selected Training Codes 6/1/2018 - 6/30/2018	1522:30

Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

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8.A

Inspection Result for June 2018

InspectionType: All Types | Start Date: 06/01/2018 | End Date: 06/30/2018

OCCUPANCY	DATE	INSPECTOR	INSP. RESULTS	
Inspection Type: Annual				
Aura on Arch	06/04/2018	Phillips, Michael	Correction Notice Issued	
H & H Tire	06/04/2018	Phillips, Michael	Correction Notice Issued	
Mark's Fireworks	06/11/2018	Phillips, Michael	Passed	
United Auto Glass	06/11/2018	Phillips, Michael	Passed	
New Returns	06/11/2018	Phillips, Michael	Passed	
Freedom Military Surplus	06/11/2018	Phillips, Michael	Passed	
Madisonville Sand & Gravel	06/11/2018	Phillips, Michael	Passed	
Innovation Station	06/12/2018	Phillips, Michael	Passed	
Family Dollar	06/12/2018	Phillips, Michael	Correction Notice Issued	
Allure Hair Salon	06/12/2018	Phillips, Michael	Passed	
Comfort Inn	06/13/2018	Phillips, Michael	Correction Notice Issued	
Madisonville Regional Airport	06/13/2018	Phillips, Michael	Passed	
Mandarin House	06/18/2018	Phillips, Michael	Correction Notice Issued	
Cracker Barrel Old Country Store	06/18/2018	Phillips, Michael	Passed	
Todd's Furniture	06/18/2018	Phillips, Michael	Passed	
Todd's Furniture	06/18/2018	Phillips, Michael	Passed	
Todd's Furniture Mattress Gallery	06/18/2018	Phillips, Michael	Passed	
Todd's Select Furniture	06/18/2018	Phillips, Michael	Passed	
James Davis Plumbing	06/18/2018	Phillips, Michael	Passed	
Beer, Wine & Liquor Outlet	06/18/2018	Phillips, Michael	Passed with Comments	
Service Radiator	06/18/2018	Phillips, Michael	Passed	
Western KY Fireworks	06/21/2018	Phillips, Michael	Passed with Comments	
TNT Fireworks	06/21/2018	Phillips, Michael	Passed	
TNT Fireworks	06/21/2018	Phillips, Michael	Passed	
TNT Fireworks (Roses)	06/21/2018	Phillips, Michael	Passed	
Total # Inspections for: Annual:			25	
Inspection Type: Reinspection				
Cash Express	06/04/2018	Phillips, Michael	Passed	
True Value	06/04/2018	Phillips, Michael	Passed	
Cute Nails & Spa	06/11/2018	Phillips, Michael	Correction Notice Issued	
C Plant Federal Credit Union	06/11/2018	Phillips, Michael	Passed	
Total Travel Service	06/11/2018	Phillips, Michael	Passed	
Money Now Cash Advance	06/11/2018	Phillips, Michael	Passed	
Pioneer Supply	06/11/2018	Phillips, Michael	Passed	
Off Center Auto Repair	06/11/2018	Phillips, Michael	Passed	
Train To Win Sports/Premiere Fitness	06/11/2018	Phillips, Michael	Passed	
Happy's Equipment	06/12/2018	Phillips, Michael	Passed	
Doug Ramey Law Office	06/12/2018	Phillips, Michael	Passed	
Madisonville Beauty College	06/12/2018	Phillips, Michael	Passed	
Total # Inspections for: Reinspection:			12	
TOTAL # INSPECTIONS:			37	

Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

This report was generated on 7/2/2018 1:42:39 PM



Permits Issued for June 2018

Permit Type(s): All Permit Types | Start Date: 06/01/2018 | End Date: 06/30/2018

Issue Date	Address	Apt Or Suite	Permit Type	Date Expires
6/11/2018 9:57:15 AM	367 Springlake ST Madisonville, KY 42431		Burn Permit	7/11/2018 11:11:11 AM
6/23/2018 4:26:41 PM	603 Princeton RD Madisonville, KY 42431		Burn Permit	7/14/2018 11:11:11 AM
6/4/2018 9:19:41 AM	640 Queen Elizabeth ST Madisonville, KY 42431		Burn Permit	6/10/2018 11:11:11 AM
6/18/2018 1:41:31 PM	695 Lightfoot LN Madisonville, KY 42431		Burn Permit	7/6/2018 11:11:11 AM
Total Burn Permits issued 4				

Page 4

All permits for date range and permit type included. Report date range based on issue date.

emergencyreporting.com

Doc Id: 1612

Page 4 of 4

Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.



8.A

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Pre Fire Plans for June 2018

NAME	ADDRESS	ACTION DATE	DESCRIPTION
All Occasions Formals	905 Nebo	06/05/2018	New Pre-plan A shift Lt. J. Fields
Amerit (AT&T Truck Repair Garage)	1056 Island Ford RD	06/07/2018	Preplan Update C shift Eng. C. Eli.
Arby's	1375 N Main ST	06/07/2018	Preplan Update C shift Eng. C. Eli.
AT&T	1050 Island Ford RD	06/07/2018	Preplan Update C shift Eng. C. Eli.
Automotive Express	873 S Main st.	06/06/2018	Update. B-Shift. Capt. A. Smith
Avizion Glass	44 N Franklin ST	06/06/2018	New Preplan by B Shift Lt. Scott
Baptist Health Urgent Care	1851 N. Main St.	06/05/2018	Preplan Update. A-Shift. Lt. A. Buskov
Belvia's Hair Salon	222 E Center ST	06/11/2018	Pre-plan update. C-shift. Lt. Simons
Blue Boy Landscaping	1380 Island Ford RD	06/07/2018	Pre-plan update C-shift ENG. D. Kovach
Bluegrass Pharmacy / Home Medical	1128 N Main ST	06/07/2018	Preplan update. C-Shift, Capt. B. Myers
Brother's BBQ	1055 N Main ST	06/05/2018	Preplan Update. A-Shift. Lt. A. Buskov
Browning Springs Middle School	357 W Arch ST	06/06/2018	Updated by B Shift Lt. Scott
Carhartt Cutting Facility	4550 Hanson RD	06/07/2018	Pre-plan update, C-Shift, Eng. D. Kovach
Carris Counseling And Behavioral Health Group	4730 Hanson RD	06/06/2018	B-Shift Lt. K. Sublett Preplan Update
Cavanaugh Pools	951 National Mine DR	06/05/2018	Preplan update. A-Shift. Lt. A. Buskov
Champion Trophies	1235 S Main ST	06/06/2018	Preplan updated, B shift, Lt. Fincham
Comfort Inn	545 Powell DR	06/06/2018	Preplanned by B shift, B. Boyd
Commonwealth Attorney's Office	52 E Broadway ST	06/05/2018	Preplanned A shift. Lt. B. Boyd.
Cracker Barrel Old Country Store	1780 E Center ST	06/05/2018	Preplan update. A-Shift. Lt. A. Buskov
Cross Creek Apartments	1505 Island Ford RD	06/11/2018	Pre-plan update C Shift Ron Faulk
Cute As a Button Boutique	513 E Center ST	06/14/2018	Pre-Plan Completed by Lt. S. Rigney A-Shift
Dave's Sticky Pig	206 Madison Square DR	06/06/2018	Preplan Updated, B shift. M. Miller
Dollar Tree	1777 S Main ST	06/06/2018	Preplan, B shift, Lt. Fincham
Dos Copas	571 E Center ST #C	06/11/2018	Pre-plan update. C-shift Lt W. Simons
E&M HVAC	98 Nebo Road	06/07/2018	New Preplan. C shift. Eng. C. Eli
Eden Ink Tattoo	22 N Main ST	06/05/2018	This business is not currently in operation.
Exotic Florist	1909 South Main ST	06/06/2018	Preplan update, B shift, Lt. Fincham
First Care Clinic	1350 N Main ST	06/06/2018	B-Shift Lt. K. Sublett New Preplan
Franklin Financial	113 E Center ST	06/11/2018	Pre plan update. C-shift Lt. Simons
Hidden Hills Apts.	516 Conner CT	06/05/2018	Completed pre-plan update. A-shift. Lt. W.
James Madison Middle School	510 Brown RD	06/07/2018	New Preplan. C-Shift. Capt. A. Smith
Kelly's Concrete Place	918 S Main ST	06/06/2018	New Preplan by B Shift Lt. Scott
Kentucky Farm Bureau	585 Nebo	06/05/2018	New Pre-plan A shift. Lt. J. Fields
Knight Technologies	1227 S Main ST	06/06/2018	Preplan update, B shift, Lt. Fincham
Lady L's Cupcake	575 Mccoy AVE	06/06/2018	Preplan Updated B shift, B. Boyd
Liquor Stop II	4805 Hanson RD	06/06/2018	B-Shift Lt. K. Sublett Preplan Update
Madisonville Church of Christ	1035 N Main ST	06/11/2018	Original Pre-plan, C-Shift, Capt. B. Myers
Madisonville Nutrition	671 E Arch ST	06/05/2018	Pre-plan completed by A-Shift S. Rigney
Marathon Gas Station	600 W Noel AVE	06/05/2018	New Pre-plan A shift Lt. J. Fields
Mason & Sons Funeral Home	409 E Noel AVE	06/07/2018	New Preplan. C-Shift. Capt. A. Smith
McKay Chiropractic	920 S Main ST	06/06/2018	New Preplan by B Shift Lt. Scott
New Horizons Realty	671 E Arch ST	06/05/2018	Preplan Completed by A-Shift Lt. S. Rigney
Off Center Auto Repair	782 E Center St ST	06/06/2018	New Preplan. B-Shift. Capt. A. Smith
Quality Pizza	733 E Center ST	06/05/2018	Pre-plan updated completed by A-Shift Lt. S.
River City Pawn	710 E Center ST	06/09/2018	Pre-Plan update. A-shift. Lt. W. Simons
Saint Mary's Episcopal Church	163 N Main ST	06/05/2018	Preplan Attempted No contact via phone or on
Studio 8 Twenty One Salon	528 E Center ST	06/07/2018	Preplan Update. C-Shift. Capt. A. Smith
Sunshine Oil and Gas	458 N Main ST	06/06/2018	Preplanned B Shift, Lt. B. Boyd
Tangles Hair Salon	579 E Broadway ST	06/11/2018	Pre-plan update. C-shift Lt. Simons
Train To Win Sports/Premiere Fitness	210 E Arch ST	06/06/2018	New Preplan. B-Shift. FF Tyler Winstead
U.S. Bank	665 E Center ST	06/06/2018	B-Shift Lt. K. Sublett Preplan Update

Communication: Fire Department Report (Department Reports)

**Pre Fire Plans for June 2018
Continued**

Vette Dreams	18 N Franklin ST	06/07/2018	Original Pre-plan, C-Shift, Capt. B. Myers
Wags and Wiggles	913 N Main ST	06/07/2018	Pre-Plan, C-Shift, ENG. D. Kovach
Watermark	1055 Crossing PL	06/07/2018	Original Pre-plan. C-Shift. Capt. B. Myers
West Broadway Elementary School	127 W Broadway ST	06/05/2018	Completed pre-plan update. A-shift Lt.
Willow Run Apartments (Buildings 1-14)	901 Princeton RD	06/09/2018	Pre=plan update. A-shift Lt. W.Simons
Woodruff Supply	628 Lincoln AVE	06/07/2018	New Preplan. C-Shift. Capt. A. Smith
Workforce Connections/ MSHA/ Hopkins Count Coal Academy.	150 School AVE	06/05/2018	Preplan Update A shift Lt. B. Boyd
WTTL	265 S Main ST	06/06/2018	New Preplan. B-Shift. Capt. A. Smith

Total 59

Page 6

Communication: Fire Department Report (Department Reports)

Madisonville Fire Dept.

Madisonville, KY

This report was generated on 7/2/2018 1:51:14 PM



Events for June 2018

Start Date: 06/01/2018 | End Date: 06/30/2018

DATE	EVENT NAME	CATEGORY	LOCATION	PARTICIPANTS
Public Relations/ Education - Safety Standby (Any event needing FD or EMT for safety) Total 2				
06/01/2018	Schools Out Festival	Public Relations/ Ed.	Festus Claybon	Dylan Basham, Nick Bernal, Adam
06/22/2018	Friday Night Live	Public Relations/ Ed.	St. 1	Zach Arnett, John Dunning, Treg Scott,
Public Relations/ Education - PR Presence (Honor Guard, Parade, Fundraiser, PR Presence, ...) Total 7				
06/05/2018	Ice Cream Social	Public Relations/ Ed.	City Hall	Chad Baldwin, Nick Bernal, Blake
06/05/2018	Harris Funeral Home-Basham	Public Relations/ Ed.		Chad Baldwin, Nick Bernal, Blake Boyd, Andrew Buskov, Adam Calvert,
06/09/2018	PRP Golf Tournament	Public Relations/ Ed.	Madisonville	Greg Dietrich, Wade Simons, Jared
06/10/2018	PRP Golf Tournament	Public Relations/ Ed.	Madisonville	Nick Bernal, Blake Boyd, Jared Durban
06/15/2018	Picture for Hillside Villa	Public Relations/ Ed.	St. 1	Henry Strader
06/19/2018	Flag Pole	Public Relations/ Ed.	life Apostolic	Justin Budd, John Mark Garrigan,
06/19/2018	UK recognition at the MPD	Public Relations/ Education	Madisonville Police	Chad Baldwin, Jeff Baldwin, Matt Browning, Andrew Buskov, Adam
Public Relations/ Education - Station Tour Total 3				
06/08/2018	Ms. Robbie's Daycare	Public Relations/ Education	98 E. Center St.	Zach Arnett, Treg Scott, Alex Smith, Connor Smith, Henry Strader, Eric
06/20/2018	Learning Center Growing Minds Station Tour	Public Relations/ Ed.	Station 1	Greg Dietrich, Derek Kirk, Michael Phillips, Nathan Todd
06/28/2018	Station tour and truck showing	Public Relations/ Ed.	Station 1	Matt Browning, Jordan Carter, John Dunning, Shane Rigney
Public Relations/ Education - Fire Prevention Programs (Trailer, Education, Presentation, ...) Total 4				
06/14/2018	Safety talk and truck showing	Public Relations/ Ed.	Learning Center Growing Minds	Matt Browning, Jacob Dever, Shane Rigney
06/22/2018	YMCA	Public Relations/ Ed.	150 YMCA	Alex Smith, Connor Smith, Tyler
06/22/2018	Fire Extinguisher Class	Public Relations/ Ed.	Waste Water	Nick Bernal, Michael Fincham, Michael
06/23/2018	4H Event at Madisonville Municipal Airport	Public Relations/ Ed.	Madisonville Municipal	Justin Budd, Jordan Carter, Robert Dunbar, John Mark Garrigan, Darin
Car Seat Inspections - Car Seat Inspection Total 4				
06/14/2018	Car Seat Inspection	Car Seat Inspections	Station 2	Mike Outlaw
06/15/2018	Car Seat Install	Car Seat Inspections	St. 1	Austin Walker
06/20/2018	Car Seat Inspection	Car Seat Inspections	Station #3	Daniel Kovach
06/26/2018	Car Seat Inspection	Car Seat Inspections	St. 1	Austin Walker

Communication: Fire Department Report (Department Reports)

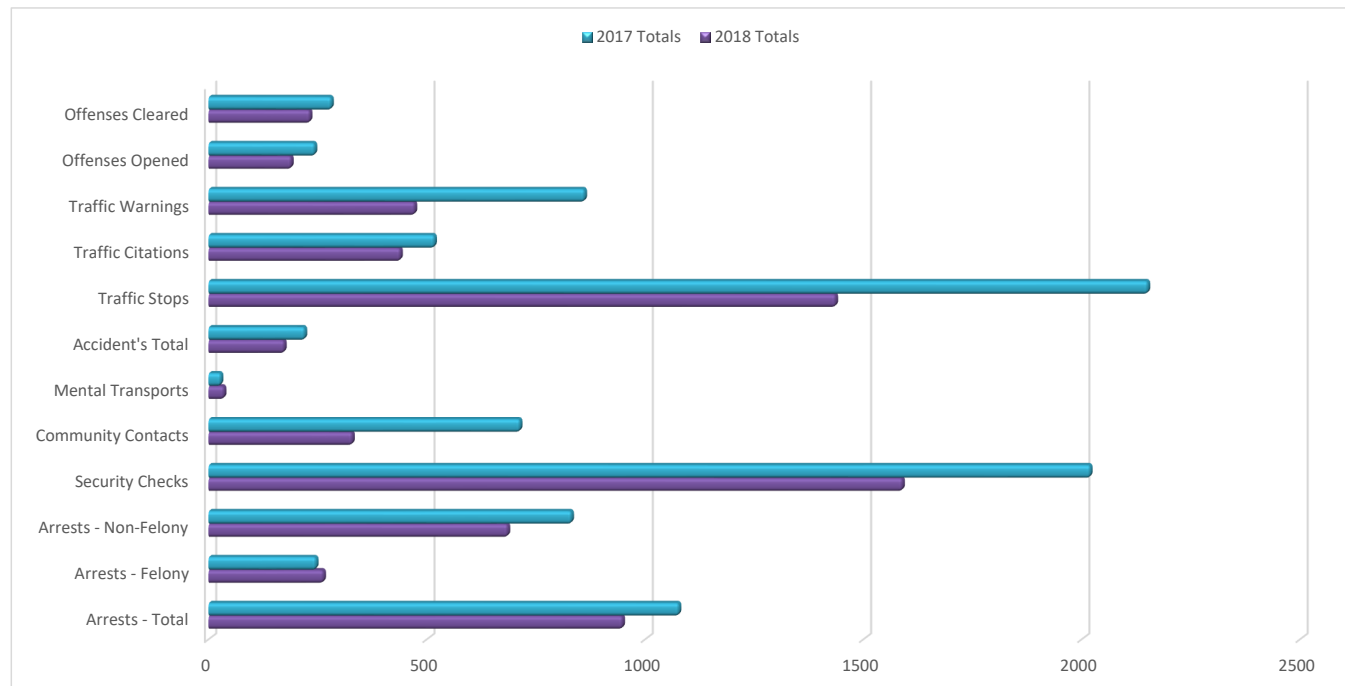


Madisonville Police Department Council Report July 16th, 2018



8.B

Type	Apr-18	May-18	Jun-18	2018 Totals	2017 Totals	Man Hours	Apr-18	May-18	Jun-18	Totals
Calls - Total Responses	4304	4534	4288	13126	16593	Regular Hours	6762	6975	6579.75	20316.75
Arrests - Total	392	305	251	948	1077	Over Time Hours	804	805.5	924.25	2533.75
Arrests - Felony	114	84	65	263	246	Vacation Hours	176	300	362	838
Arrests - Non-Felony	278	221	186	685	831	Sick Hours	263.3	144	158	565.3
Security Checks	764	530	295	1589	2019	Training Hours	689.3	300	492.5	1481.8
Community Contacts	114	114	101	329	713	Community VT Programs		5	80	85
Mental Transports	7	11	17	35	28	Volunteer Hours	20	14	49	83
Accident's Total	54	64	55	173	220	Crime Stopper Tips	19	26	26	71
Traffic Stops	495	479	462	1436	2151	Crime Stopper Arrests	27	13	15	55
Traffic Citations	111	154	174	439	517	Special Events: Community Football Camp, Growing Minds, PD Tours, Hope for Heather 5K, UK Big Blue 5K, Friday Night Live Volunteer events: Community Football Camp, Hope for Heather 5K, UK Big Blue Run 5K, Friday Night				
Traffic Warnings	182	138	152	472	861					
Offenses Opened	77	66	46	189	243					
Offenses Cleared	86	80	66	232	281					
Stolen/Lost Property Value	\$ 26,356.45	\$ 26,356.45	\$ 17,603.99	\$70,316.89	\$ 50,698.01					



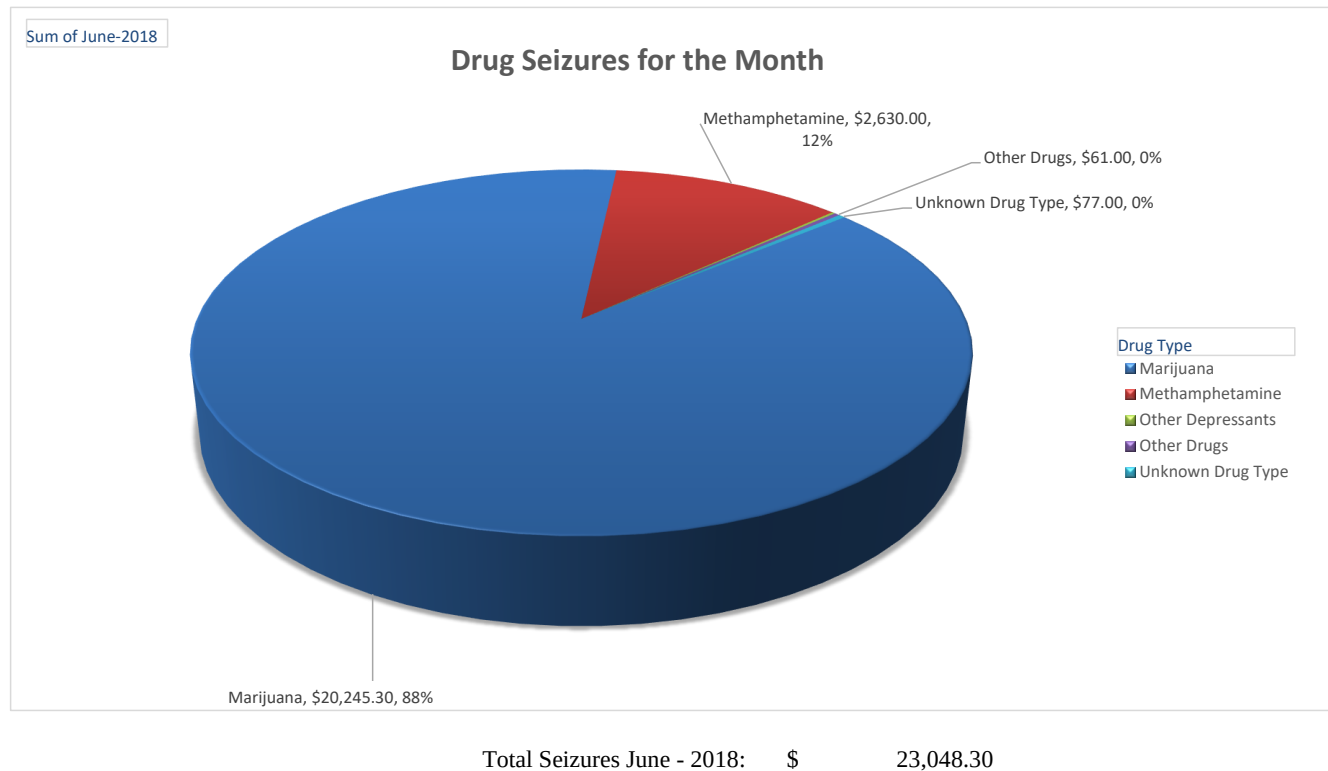
Communication: Police Department Report (Department Reports)



Madisonville Police Department Council Report July 16th, 2018



8.B



Communication: Police Department Report (Department Reports)

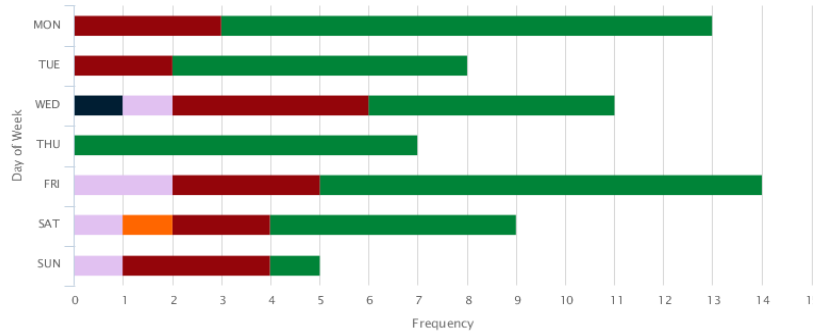


Madisonville Police Department Council Report July 16th, 2018

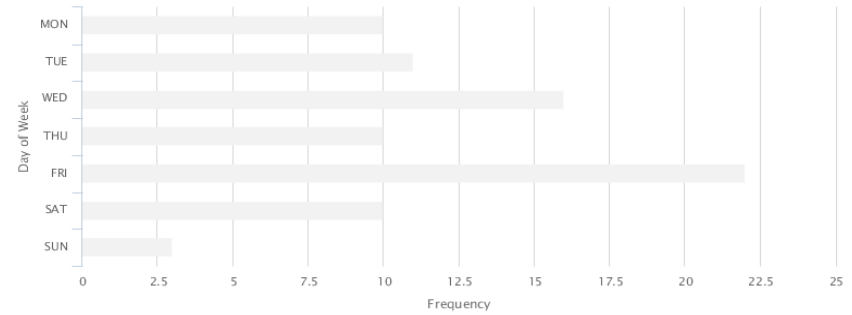


8.B

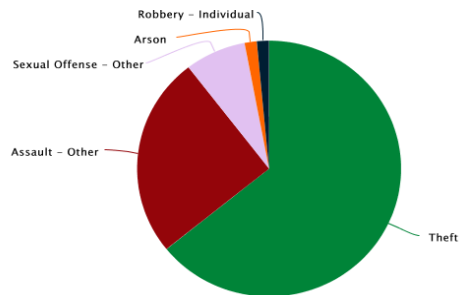
Part 1 Crimes by Day of Week



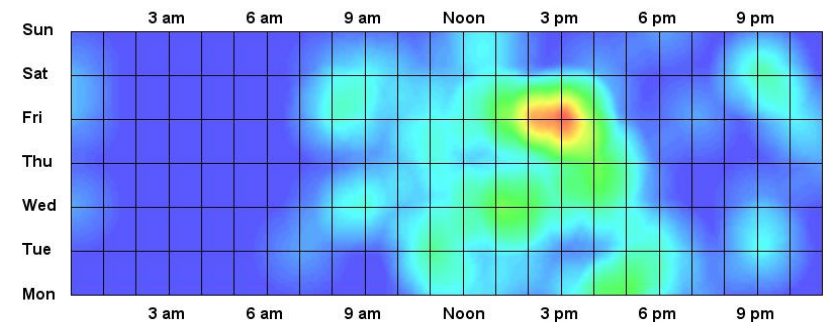
Traffic Accidents by Day of Week



Part 1 Crimes



Traffic Accident Highest Times



Communication: Police Department Report (Department Reports)

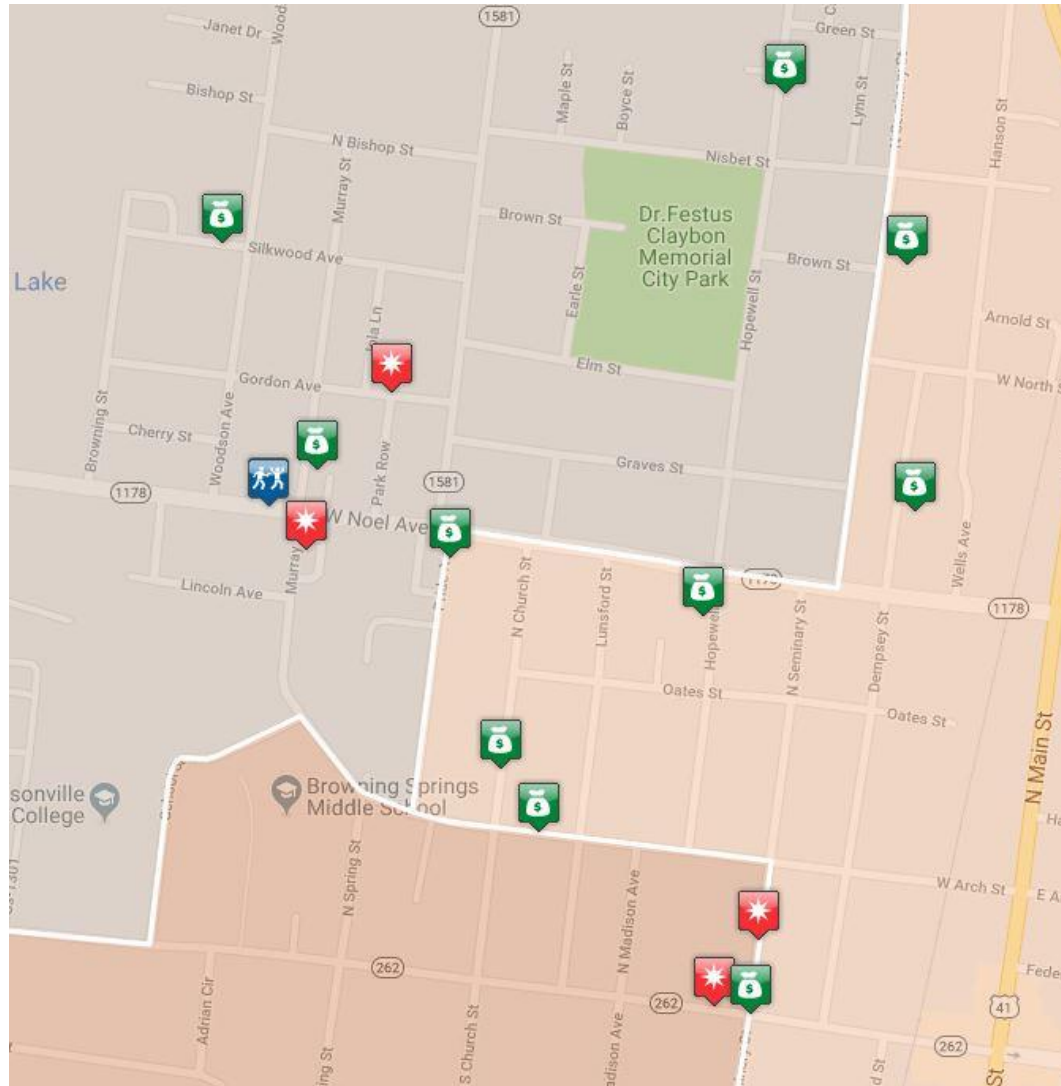


Madisonville Police Department Council Report July 16th, 2018



8.B

Part 1 Crimes Highest Density



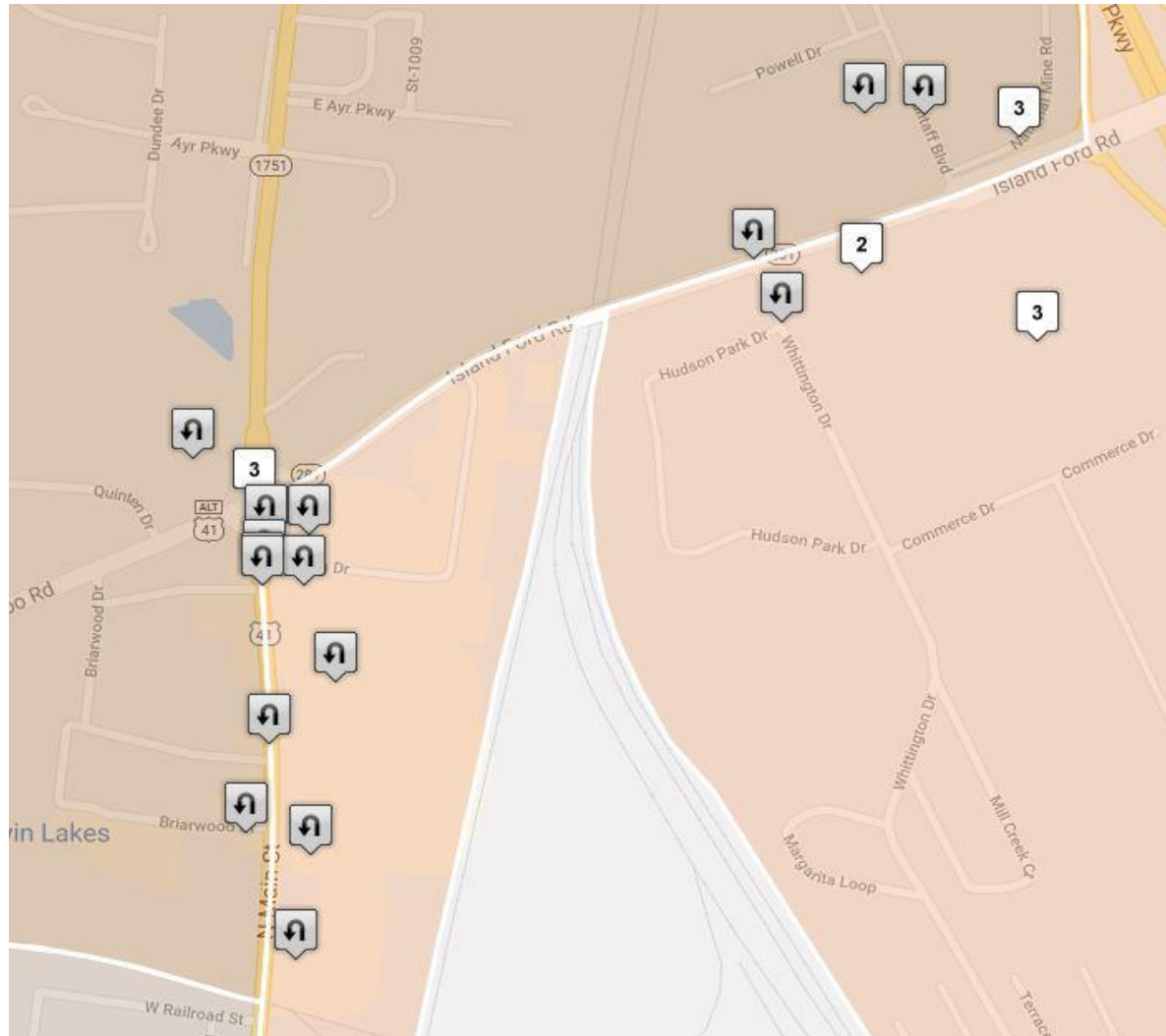


Madisonville Police Department Council Report July 16th, 2018



8.B

Traffic Accidents Highest Density



Communication: Police Department Report (Department Reports)



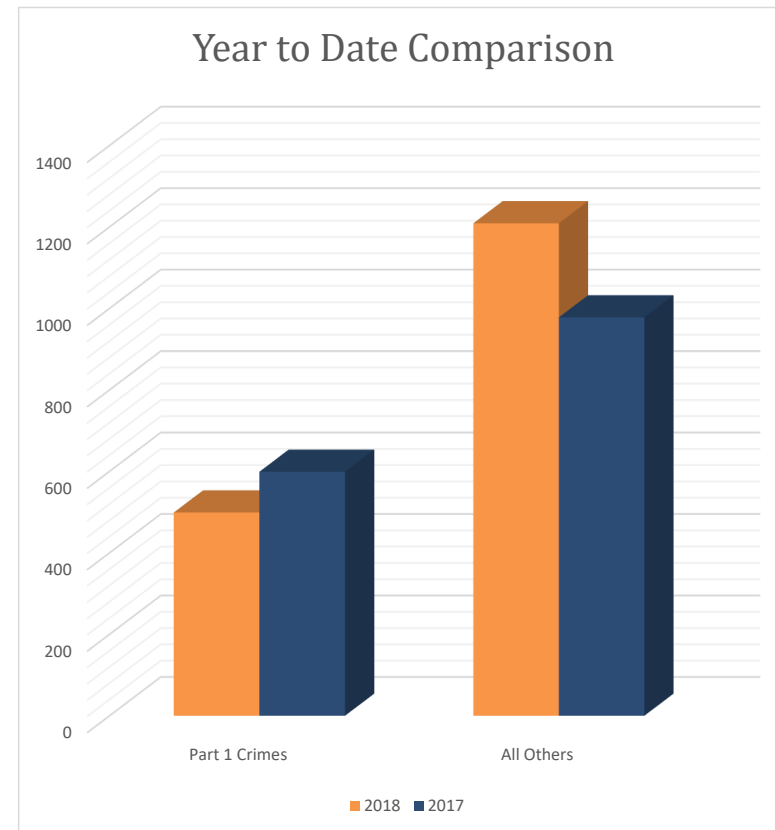
Madisonville Police Department Council Report July 16th, 2018



8.B

Crime Statistics Comparison

	Jun-18	May-18	Difference	Jun-17	Difference	Calender Year to Date		
Part 1 Crimes	55	71	-23%	84	-35%	2018	2017	Difference
All Others	90	117	-23%	118	-24%	499	599	-17%
						1209	978	24%





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

SCHEDULED

ITEM FOR DISCUSSION (ID # 1440)

Meeting: 07/16/18 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1440

11.A.1

Permission to Bid Mahr Park Playground & Dog Park Phase III for paving and striping



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

SCHEDULED

ITEM FOR DISCUSSION (ID # 1441)

Meeting: 07/16/18 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1441

11.A.2

Permission to bid for a 6-unit T-Hanger at Madisonville Regional Airport

This construction project is broken into three parts -

1. Site work
2. Building purchase
3. Erection of the building.

This advertisement is for item two - the purchase and delivery of the T-Hanger, and item three, the erection of the T-Hanger.

- Bid Opening - Wednesday, August 1st
- Award - Monday, August 6th

**CITY OF MADISONVILLE
RESOLUTION**

SUPPORT OF I-69 CENTRAL CORRIDOR 1 FOR OHIO RIVER CROSSING

WHEREAS, with I-69 nearing completion from Canada to Memphis, the I-69 Ohio River crossing is quickly becoming Southwest Indiana and Northwest Kentucky's most critical infrastructure need to assure I-69 does not essentially become a cul-de-sac at the Ohio River;

WHEREAS, given the age of the current Hwy 41 bridge, which was built over the Ohio River before modern earthquake standards, an additional alternative crossing over the Ohio River is needed, while preserving the current Hwy 41 bridge, as an alternative for the region's safety and security;

WHEREAS, INDOT and KYTC in their currently ongoing National Environmental Policy Act (NEPA) study have reduced to three (3) the potential corridors for such a crossing over the Ohio River and said corridors are depicted on the attached Exhibit "A" and made a part hereof;

WHEREAS, the 2 remaining Western corridors proposed would not include an alternative new route and would significantly displace homes and businesses along Hwy 41 and said Western corridors would also further prolong completion of this project;

WHEREAS, Central Corridor 1 provides a significant cost savings over said 2 Western corridors and minimizes the number of new lane miles and interchanges, and will provide an alternative bridge route over the Ohio River, and said corridor is the least disruptive and most fiscally responsible option of said three (3) corridors;

WHEREAS, BridgeLink, a bi-state regional non-profit advocacy group created on October 14, 2013 consisting of business and civic leaders of Southwest Indiana and Northwestern Kentucky, whose primary focus is to concentrate on securing funding and advocating for the expedient completion of this region's new I-69 Ohio River crossing, and BridgeLink unanimously recommends the use of Central Corridor 1, as do most other regional organizations; and

WHEREAS, the Madisonville City Council believe for the reasons stated herein it is in the best interests of the City of Madisonville to support the selection of Central Corridor 1 as the path for a new I-69 Ohio River crossing and that tolling or other user fees be considered to assist in financing to expedite the construction of said new I-69 bridge.

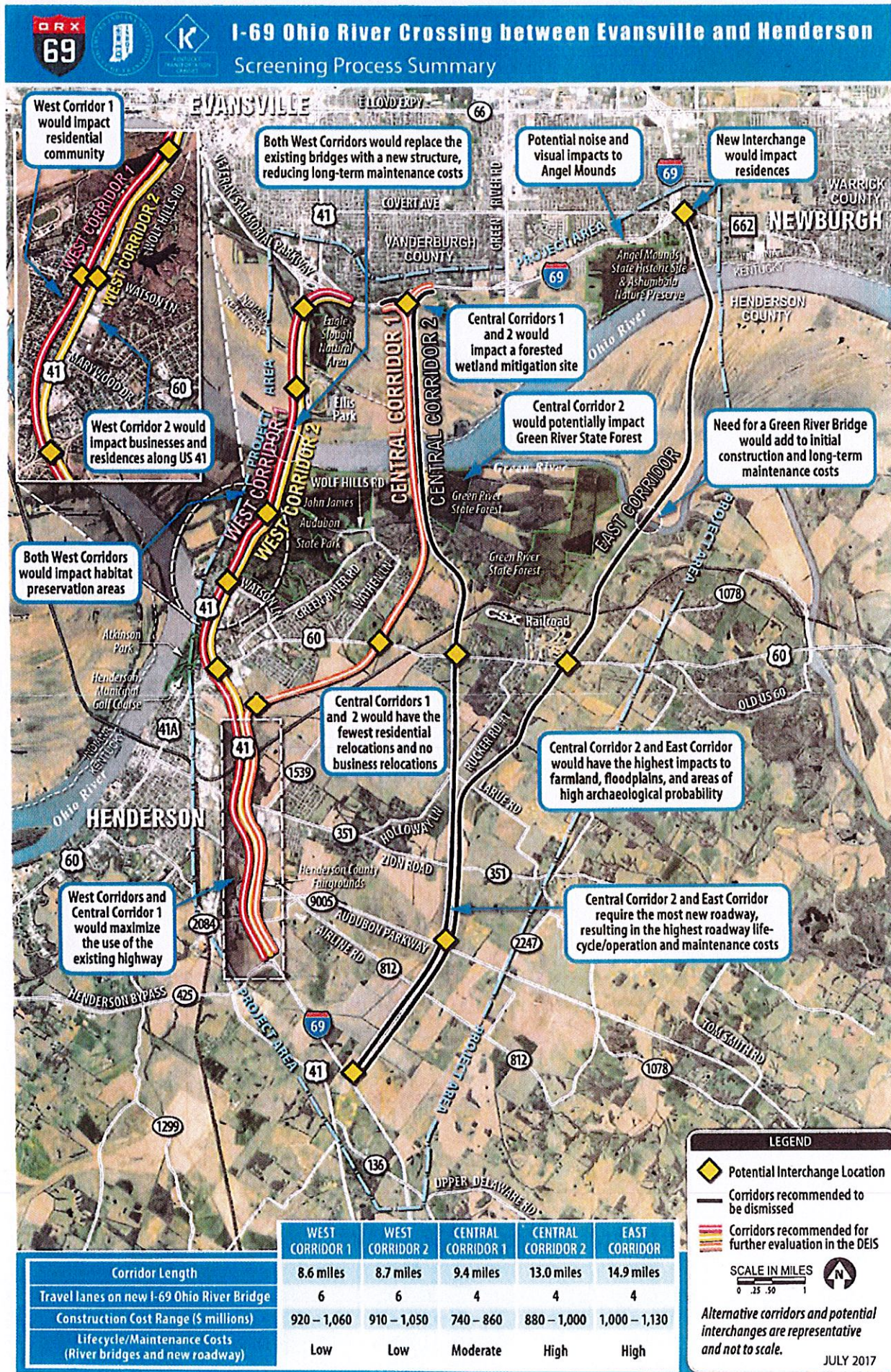
NOW, THEREFORE, BE IT RESOLVED, by the City of Madisonville, on the basis of the following reasons:

- Saving taxpayer dollars;
- Lessening disruption to existing residences and businesses;
- Expedient construction;
- Reducing travel disruptions during construction; and
- Providing the existing Hwy 41 bridge as an alternative to serve the region's emergency, safety and economic interests,

hereby supports the selection of Central Corridor 1 as the path for a new I-69 Ohio River crossing, while preserving an alternative crossing of at least one of the existing twin bridges without tolls.

ADOPTED on this 16th day of July, 2018.

ATTEST:



**CITY OF MADISONVILLE
RESOLUTION**

**ACCEPT BID FOR THE ELEVATOR CONTRACT AT 67 NORTH MAIN STREET,
MADISONVILLE, KENTUCKY**

WHEREAS, the City of Madisonville advertised bids for Elevator Contract at 67 North Main Street, Madisonville, Kentucky to be opened on June 28, 2018 at 10:30 a.m.; and

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

Name	Bid Amount
Otis Elevator	\$55.00 per month - 5 years
ThyssenKrupp (2 bids)	\$45.00 per month - 5 years Bronze Service
	\$120.00 per month - 5 years Gold Service

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

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to ThyssenKrupp for the Elevator Contract at 67 North Main Street in the amount of \$45.00 per month.

ADOPTED on this 16th day of July, 2018.

ATTEST:

City of Madisonville, KY

Bid Opening / Elevator Contract – 67 N. Main Street

Date of Bid Opening: 6/28/18

Time of Bid Opening: 10:30 am local time

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

Name	Bid Amount
Otis Elevator	\$55.00 per month – 5 years
ThyssenKrupp	\$45.00 per month – 5 years – Bronze Service
	\$120.00 per month – 5 years – Gold Service

Attachment: Elevator Bid Tab (1442 : Accept Bid for Elevator Contract at City Hall)

Bronze Service Agreement

Purchaser: City Of Madisonville
Po Box 705
Madisonville, KY 42431-0014

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
6630 Frito Lay Dr
Evansville, IN 47715
Phone: 812-475-9169
Fax: 866-564-0436
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

BRONZE SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
Madisonville City Hall	67 N. Main St.	Dover	Hydraulic	EX2211	2

ThyssenKrupp Elevator Americas



Attachment: Thyssen Bronze (1442 : Accept Bid for Elevator Contract at City Hall)

Bronze Service Agreement

Limited Preventative Maintenance Program

We will service your elevator equipment described in this agreement 4 times per year. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 7:30 AM to 4:00 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, cleaning and lubrication will cover the following components of your elevator system:
 - o Controller
 - o Machine
 - o Motor
 - o Interlocks
- Lubricate guide rails
- Make minor adjustments at the time of the regular examinations

Parts Repair and Replacement

Repair and/or replacement parts and labor are **not included** in this agreement without an additional charge. We will furnish the necessary lubricants and cleaning materials excluding the replacement of hydraulic fluid at no additional charge.

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP). ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Bronze Service Agreement

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to your service requests during normal business working days and hours, as defined above, and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard billing rates.

Overtime Service Requests

We will respond to your overtime service requests and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

Cloud Based Remote Monitoring Service

thyssenkrupp Elevator reserves the right to install new remote-monitoring devices on your elevators (each a "Device"). Each Device collects elevator signal output (i.e., cycle counters, event counters) (the "Raw Data") and transfers it into our cloud-based IoT (Internet of Things). The data is then analyzed by us to assist thyssenkrupp in anticipating maintenance needs on your equipment. Purchaser authorizes thyssenkrupp to install the Devices and, upon termination of the service agreement, to remove them from the premises if we elect to do so. thyssenkrupp shall be the sole owner of the Devices and the data communicated to us. The Devices shall not become fixtures, and are intended to reside where they are installed and should not be accessed, tampered with, or relocated. thyssenkrupp may remove the Devices and cease all data collection and analysis at any time. If the service agreement between thyssenkrupp and Purchaser is terminated for any reason, thyssenkrupp will automatically deactivate the data collection, terminate the device software and destroy all raw data previously received. The Devices installed by thyssenkrupp contain trade secrets belonging to us, and are installed for the use and benefit of our personnel only. Purchaser agrees not to permit Purchaser personnel or any third parties to use, access, copy, or reverse engineer the Devices.

☒ **ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Bronze Service Agreement

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

Attachment: Thyssen Bronze (1442 : Accept Bid for Elevator Contract at City Hall)

Bronze Service Agreement

ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

Section 1, Elevator Detail:

Total number of elevators in Building : 1

Elevator #	Elevator Telephone Number including Area Code	Elevator #	Elevator Telephone Number including Area Code
1			

Section 2, Purchaser Designated Contacts:

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1				
2				
3				

Section 3, Local Emergency Services Contact Information:

Phone # for Local Police Department: () -

Phone # for Local Fire Department: () -

Section 4, Purchaser's Special Instructions:

The following are special instructions provided by Purchasers with respect to the information supplied above:

☒ Periodic Safety Testing (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Bronze Service Agreement

Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes

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Attachment: Thyssen Bronze (1442 : Accept Bid for Elevator Contract at City Hall)

Bronze Service Agreement

payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms

Bronze Service Agreement

of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price.

The price for the services as stated in this agreement shall be Forty Five Dollars (\$45.00) per month, excluding taxes, payable Quarterly in advance.

Term

This agreement is effective for Sixty (60) month(s) starting 09/26/2018 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

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Attachment: Thyssen Bronze (1442 : Accept Bid for Elevator Contract at City Hall)

Bronze Service Agreement

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Special Considerations

- 1) The annual price escalation will not exceed 4% in any one year period.
- 2) Monitoring of the elevator phone line as required by State code will be provided at no additional charge. Please complete the highlighted items on page 5 so that we may continue to provide this optional service for free.

Bronze Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	City Of Madisonville:	ThyssenKrupp Elevator Corporation Approval:
By: <u>A. Welch</u> (Signature of ThyssenKrupp Elevator Representative) Angela Welch Account Manager Angela.Welch@thyssenkrupp.com <u>6-28-18</u> (Date Submitted)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	By: _____ (Signature of Authorized Individual) Jason Eichler Branch Manager _____ (Date of Approval)

Attachment: Thyssen Bronze (1442 : Accept Bid for Elevator Contract at City Hall)

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Purchaser: City Of Madisonville
Po Box 705
Madisonville, KY 42431-0014

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
6630 Frito Lay Dr
Evansville, IN 47715
Phone: 812-475-9169
Fax: 866-564-0436
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
Madisonville City Hall	67 N. Main St.	Dover	Hydraulic	EX2211	2

ThyssenKrupp Elevator Americas



Attachment: Thyseen Gold (1442 : Accept Bid for Elevator Contract at City Hall)

Gold Service Agreement

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 7:30 AM to 4:00 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - o Control and landing positioning systems
 - o Signal fixtures
 - o Machines, drives, motors, governors, sheaves, and wire ropes
 - o Power units, pumps, valves, and jacks
 - o Car and hoistway door operating devices and door protection equipment
 - o Loadweighers, car frames and platforms, and counterweights
 - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP). ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

Elevator Maintenance Agreement

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Attachment: Thyssen Gold (1442 : Accept Bid for Elevator Contract at City Hall)

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dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

Cloud Based Remote Monitoring Service

thyssenkrupp Elevator reserves the right to install new remote-monitoring devices on your elevators (each a "Device"). Each Device collects elevator signal output (i.e., cycle counters, event counters) (the "Raw Data") and transfers it into our cloud-based IoT (Internet of Things). The data is then analyzed by us to assist thyssenkrupp in anticipating maintenance needs on your equipment. Purchaser authorizes thyssenkrupp to install the Devices and, upon termination of the service agreement, to remove them from the premises if we elect to do so. thyssenkrupp shall be the sole owner of the Devices and the data communicated to us. The Devices shall not become fixtures, and are intended to reside where they are installed and should not be accessed, tampered with, or relocated. thyssenkrupp may remove the Devices and cease all data collection and analysis at any time. If the service agreement between thyssenkrupp and Purchaser is terminated for any reason, thyssenkrupp will automatically deactivate the data collection, terminate the device software and destroy all raw data previously received. The Devices installed by thyssenkrupp contain trade secrets belonging to us, and are installed for the use and benefit of our personnel only. Purchaser agrees not to permit Purchaser personnel or any third parties to use, access, copy, or reverse engineer the Devices.

☐ Service History Website:

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND

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NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

☒ **ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's

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telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

Attachment: Thyssen Gold (1442 : Accept Bid for Elevator Contract at City Hall)

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ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

Section 1, Elevator Detail:

Total number of elevators in Building : 1

Elevator #	Elevator Telephone Number including Area Code	Elevator #	Elevator Telephone Number including Area Code
1			

Section 2, Purchaser Designated Contacts:

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1				
2				
3				

Section 3, Local Emergency Services Contact Information:

Phone # for Local Police Department: () -

Phone # for Local Fire Department: () -

Section 4, Purchaser's Special Instructions:

The following are special instructions provided by Purchasers with respect to the information supplied above:

☒ Periodic Safety Testing (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

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Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes

Elevator Maintenance Agreement

TK 11.11

2013 337747 - A1A - 528770

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Attachment: Thyssen Gold (1442 : Accept Bid for Elevator Contract at City Hall)

Gold Service Agreement

payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms

Attachment: Thyssen Gold (1442 : Accept Bid for Elevator Contract at City Hall)

Gold Service Agreement

of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price.

The price for the services as stated in this agreement shall be One Hundred Twenty Dollars (\$120.00) per month, excluding taxes, payable Quarterly in advance.

Term

This agreement is effective for Sixty (60) month(s) starting 09/26/2018 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Gold Service Agreement

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Special Considerations

- 1) The annual price escalation will not exceed 4% in any one year period.
- 2) Monitoring of the elevator phone line as required by State code will be provided at no additional charge. Please complete the highlighted items on page 6 so that we may continue to provide this optional service for free.

Gold Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	City Of Madisonville:	ThyssenKrupp Elevator Corporation Approval:
By: <u>A. Welch</u> (Signature of ThyssenKrupp Elevator Representative) Angela Welch Account Manager Angela.Welch@thyssenkrupp.com <u>6-28-18</u> (Date Submitted)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	By: _____ (Signature of Authorized Individual) Jason Eichler Branch Manager _____ (Date of Approval)

Attachment: Thyssen Gold (1442 : Accept Bid for Elevator Contract at City Hall)



United Technologies

DATE: 06/20/2018

TO:

City Of Madisonville
67 N. Main Street
Madisonville, KY 42431

FROM:

Otis Elevator Company
6050 Wedeking Ave Bldg 10
Evansville, IN 47715

EQUIPMENT LOCATION:

Madisonville City Hall
67 N. Main Street
Madisonville, KY 42431

Jason Martin

Phone: (812) 471-9770

Fax: (860) 998-3014

PROPOSAL NUMBER: ALG652

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	THYSSEN	City Hall Elev.	AEY875

LUBRICATE AND SURVEY SERVICE

We propose to furnish Lubricate and Survey Service on the equipment ("Units") described above. We will provide an annual survey of equipment condition and regular lubrication by a qualified examiner. Lubricate and Survey Service is not a preventive maintenance program.

Under this Contract, we will maintain the Units on the following terms and conditions:

COVERAGE

SURVEY

We will conduct an annual survey of the Units and provide a written report of their condition.

REGULAR VISITS

We will use trained personnel directly employed and supervised by us to visit the Units at the frequency selected below:

<u>Visit Frequency</u>	<u>Selection</u>
Monthly	☐
Bimonthly	☐
Quarterly	☒
Semi-Annually	☐
Annually	☐

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors, and leveling valves.
- Selectors, governors, governor sheaves, governor tension frame sheave assemblies, and compensating sheave assemblies.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

EXCLUSIONS

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs or emergency callback service. If any of these services are later requested by you, you agree to pay extra at our regular billing rates.

NORMAL HOURS

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates.

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or thru an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

CUSTOMER REPRESENTATIVE

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the Units.

REPORTS – e*SERVICE

We will use the OMMS program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT**SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

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THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief, or acts of God.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice. Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

Travel Time and Expenses

In the event of service calls or repairs needed, you agree to pay us for travel time, labor & parts to repair elevator.

Hourly Rates and Expenses are subject to yearly increases, but shall not exceed 5%.

Service Technician Straight Time Hourly Rate..... \$187.61

Straight time Schedule..... Mon-Fri 8am – 4:30pm

Overtime Rate \$341.73.00Hour

CONTRACT PRICE AND TERM

CONTRACT PRICE

Fifty-five dollars (\$ 55.00) per month, payable Annually.

All pricing is plus any applicable sales taxes unless supplied with tax exemption certificates.

PRICE ADJUSTMENT

The Contract Price will be adjusted annually to reflect increases or decreases in the labor cost.

The original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on **01/01/2018** which was **89.436**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 10/01/2018.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

PAYMENTS

Payments will be made on a Annually basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

Electronic Funds Transfer Payments (ACH/EFT)**Transmission Format**

Accepting CTX (Corporate Trade Exchange) format only. This format allows for up to 9,999 invoices per payment and supports detailed remittance data. It allows the combining of multiple invoices on a single payment and will ensure automatic credit to your accounts, as long as the entire Otis invoice number(s) is transmitted in the exact Otis format (examples below).

Please use the IV (which stands for invoice number) Qualifier when providing the Otis invoice number.

Minimum Payment Information

The following information is required with each transmission:

- Payment Amount
- Use the IV Qualifier to provide the ENTIRE INVOICE NUMBER (minimum 10 characters, maximum 12 characters in exact Otis format).
- Example NKG05678 101 or NKG38062001.
- Payment Date

Depository Information

Depository Institution: JP Morgan Chase

Depository Address PO Box 31339-33631-3339, Tampa, FL 33631-3339

Account Name: Otis Elevator Company

Account Number: 55-20622

Bank routing Number: 071000013

If a wire transfer use this routing number: 021000021

Remittance Information

For each transmission, please send remittance notification to Otis Elevator Company via email at REMITTANCE@OTIS.COM or fax to 860-353-5145.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions

contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Jason Martin
 Title: Sr. Account Manager
 E-mail: jason.martin@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: - _____

Title - _____

E-mail: - _____

Name of Company - _____

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: _____
 (Name of Principal or Owner)

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Angelynn Newman

Title - _____

LUBRICATE AND SURVEY CITY OF MADISONVILLE

Attachment: Otis (1442 : Accept Bid for Elevator Contract at City Hall)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

E-Mail: _____

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

**CITY OF MADISONVILLE
RESOLUTION**

**ACCEPT BID FOR MAHR PARK PHASE II, RESTROOMS, PAVILIONS AND CONCRETE
WORK FOR THE PLAYGROUND AND DOG PARK PROJECT**

WHEREAS, the City of Madisonville advertised bids for Mahr Park Phase II Restrooms, Pavilions and concrete work for the Playground and Dog Park Project to be opened on July 12, 2018 at 10:00 a.m.; and

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

Name	Bid Amount
Garrigan Building & Const.	\$668,087.80 Base bid - deductions = \$507,994.01
Akins Construction	\$728,267.00 Base Bid - deductions = \$590,443.00

WHEREAS, each bid had a base bid and the following deductions were taken off the Base Bid; deduct Alternates; Seat Wall Condition #1; Seat Wall Condition #2; Detectable warning tiles and Brick exterior verses stone on restroom only.

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

NOW THEREFORE, BE IT RESOLVED that the City Council accepts and awards the bid to Garrigan Building and Construction for the Mahr Park Phase II Restrooms, Pavilions and concrete work for the Playground and Dog Park Project in the amount of \$507,994.01

ADOPTED on this 16th day of July, 2018.

ATTEST:

Mahr Park Playground and Dog Park Project Phase II Pavilions, Restrooms and Concrete work bid summary

Garrigan Construction 650 Pennyrile Drive Madisonville, KY 42431

Base Bid	\$668,087.80
Deduct Alternates	
Seat Wall Condition #1	- \$83,811.32
Seat Wall Condition #2	- \$42,493.29
Detectable warning tiles	-\$25,882.35
Brick exterior verses stone on restroom only	-\$7,906.83
Total Bid	\$507,994.01

Akins Construction PO Box 2924 Franklin, KY 42135

Base Bid	\$728,267.00
Deduct Alternates	
Seat Wall Condition #1	-\$73,632.00
Seat Wall Condition #2	-\$34,032.00
Detectable warning tiles	-\$25,960.00
Brick exterior verses stone on restroom only	-\$4,200.00
Total Bid	\$590,443.00

Recommend awarding bid to Garrigan Construction for the total bid amount of \$507,994.01

Mahr Park
 Bid Master Sheet
 Dog Park/Playground/Bathrooms
 21-Jun-18
 AKINS CONSTRUCTION INC



Division	Task	Total \$
1	Concrete Flat Work & Walls	\$ 345,407.00
2	Bathrooms	\$ 187,860.00
3	Pavilions (two)	\$ 195,000.00
	Grand Total Base Bid	\$ 728,267.00
	Alternate Deduction (brick)	\$ (4,200.00)
	Grad Total Alternate Bid	\$ 724,067.00

NOTE: All grading dirt for subgrades along with drainage and piping structures are by others

EXCLUSIONS

Signage
 Compaction testing of soil or stone
 Concrete testing
 Special inspections
 Control joint/Expansion joint sealants
 Unsuitable subgrade work or sinkhole related work
 Rock excavation
 Trench drains and drainage piping
 Dirt gradework
 Site utilities to restrooms and pavilions
 Striping and bumpers
 Retaining walls, steps and hand railings
 Construction entrance and wash out area
 Tooled control joints (Crack control joints will be sawed)
 Utility relocate
 Cleaning of roadways
 Wire mesh in site slabs (Fiber will be used)
 Filter fabric under site concrete
 No Prevailing wages
 Landscaping, seeding and irrigation
 Any walls or work not listed in bid sheet

ADDENDUM #1
 ACKNOWLEDGED

BID DATE
 7-12-18

Paul Akins PRESIDENT
 AKINS CONSTRUCTION VG

Attachment: Akins Bid (1439 : Accept Bid for Mahr Park Phase II, Restrooms, Pavilions & Concrete Work)

Mahr Park
Concrete Flat Work and Walls
Dog Park/Playground
21-Jun-18
AKINS CONSTRUCTION INC



**RONALD JOHNSON
& ASSOCIATES, P.S.C.**
ENGINEERING • LAND SURVEYING • ENVIRONMENTAL

24 W Center St | Madisonville, KY 42431 | (270) 821-6392

Division	Task	Qty	Units	Unit \$	Total \$
1	Mobilization	1	LS	\$ 8,260.00	\$ 8,260.00
2	Concrete Curb - Turn Down	160	FT	\$ 23.60	\$ 3,776.00
3	Concrete Curb - Post	200	FT	\$ 41.30	\$ 8,260.00
4	Concrete Curb - Ribbon	12	FT	\$ 41.30	\$ 496.00
5	Concrete (light duty)	1472	SY	\$ 88.50	\$ 130,272.00
6	Concrete (heavy duty)	390	SY	\$ 112.10	\$ 43,719.00
7	Bollard (embedded)	4	EA	\$ 2,500.00	\$ 10,000.00
8	Bollard (Removeable)	2	EA	\$ 3,500.00	\$ 7,000.00
9	Seat Wall - Condition 1	160	FT	\$ 460.20	\$ 73,632.00
10	Seat Wall - Condition 2	70	FT	\$ 486.18	\$ 34,032.00
11	Detectable Warning Tiles (truncated dome)	400	SF	\$ 64.90	\$ 25,960.00
	Total Project Cost				\$ 345,407.00

(CONCRETE WORK) STONEWORK
 54,752 / 18,888
 25,606 / 8,426

Na 7-12-18

Attachment: Akins Bid (1439 : Accept Bid for Mahr Park Phase II, Restrooms, Pavilions & Concrete Work)

Mahr Park - Bathrooms

Dog Park/Playground Bathroom

21-Jun-18

AKINS CONSTRUCTION INC



Division	Task	Qty	Units	Unit \$	Total
1	<u>General Requirements</u>	-		\$ 41,474.00	\$ 41,474.00
2	<u>Sitework</u>				
	Cleanup & Trash Removal (remodel debris)	1.00	LS	\$ 4,500.00	\$ 4,500.00
3	<u>Concrete</u>				
	Foundation & Floor	1.00	LS	\$ 12,390.00	\$ 12,390.00
4	<u>Masonry</u> <i>ALL BLOCK WALLS & STONELWORK</i>				
	Stone <i>RJ</i>	1.00	LS	\$ 34,296.00	\$ 34,296.00
5	<u>Metals</u>				Not Used
6	<u>Wood & Plastics</u>				
	Roof, Trusses	1.00	LS	\$ 35,685.00	\$ 35,685.00
	Bathroom Partitions	1.00	LS	In Specialties	\$ -
7	<u>Thermal & Moisture Protection</u>				
	Insulation roof - open cell foam 8 inches	1.00	LS	\$ 3,360.00	\$ 3,360.00
	Vapor Barrier floor	1.00	LS	\$ 300.00	\$ 300.00
8	<u>Doors & Windows</u>				
	Doors & Frames	1.00	LS	\$ 4,718.00	\$ 4,718.00
9	<u>Finishes</u>				
	Painting (interior surfaces)	1.00	LS	\$ 3,500.00	\$ 3,500.00
10	<u>Specialties</u>				
	Toilet Accessories/towel bars	1.00	LS	\$ 5,737.00	\$ 5,737.00
11	<u>Equipment</u>				Not Used
12	<u>Furnishings</u>				Not Used
15	<u>Mechanical</u>				
	HVAC ductless (per KY Building Code)	1.00	LS	\$ 13,000.00	\$ 13,000.00
	Plumbing (per KY Building Code)	1.00	LS	\$ 18,000.00	\$ 18,000.00
	Plumbing Fixtures (per KY Building Code)	1.00	LS	In Plumbing	\$ _____
16	<u>Electrical</u>				
	Lighting/Outlets (per KY Building Code)	1.00	LS	\$ 10,900.00	\$ 10,900.00
	Total Project Cost				\$ 187,860.00

RJ 7-12-18

Attachment: Akins Bid (1439 : Accept Bid for Mahr Park Phase II, Restrooms, Pavilions & Concrete Work)

Mahr Park - Pavilions (two)

Dog Park/Playground Bathroom

21-Jun-18

AKINS CONSTRUCTION INC



Division	Task	Qty	Units	Unit \$	Total
1	<u>General Requirements</u>	-		\$ _____	\$ 44,030.00
2	<u>Sitework</u>				
	Cleanup & Trash Removal (remodel debris)	1.00	LS	\$ _____	\$ 2,000.00
3	<u>Concrete</u>				
	<u>Foundation & Floor</u>	1.00	LS	\$ _____	\$ 44,400.00
4	<u>Masonry</u>				
	Stone	1.00	LS	\$ _____	\$ 13,000.00
5	<u>Metals</u>				Not Used
6	<u>Wood & Plastics</u>				
	Roof, Trusses, Posts	1.00	LS	\$ _____	\$ 74,040.00
7	<u>Thermal & Moisture Protection</u>				
	Vapor Barrier floor	1.00	LS	\$ _____	\$ 800.00
8	<u>Doors & Windows</u>				Not Used
9	<u>Finishes</u>				Not Used
10	<u>Specialties</u>				Not Used
11	<u>Equipment</u>				Not Used
12	<u>Furnishings</u>				Not Used
15	<u>Mechanical</u>				Not Used
16	<u>Electrical</u>				
	Lighting/Outlets (per KY Building Code)	1.00	LS	\$ _____	\$ 16,730.00
	Total Project Cost				\$ 195,000.00
	<u>Alternate Deductuction</u>				
	Brick in leau of Stone				\$ (2,000.00)

Attachment: Akins Bid (1439 : Accept Bid for Mahr Park Phase II, Restrooms, Pavilions & Concrete Work)



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Akins Construction Inc.
727 N Main Street
Franklin KY 42134

SURETY:

(Name, legal status and principal place of business)

Developers Surety and Indemnity
Company
17771 Cowan, Ste 100
Irvine CA 92614

OWNER:

(Name, legal status and address)

City of Madisonville
67 North Main St., Madisonville Kentucky

BOND AMOUNT: \$ Five Percent of the Amount Bid.

PROJECT:

(Name, location or address, and Project number, if any)

Mahr Park Dog Park and Playground Project Phase II

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

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User Notes:

(3B9ADA22)

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 12th day of July, 2018

Karen Akins
(Witness)

Akins Construction Inc.

(Contractor as Principal)

(Seal)

(Title)

Developers Surety and Indemnity Company

(Surety)

(Seal)

Rebecca Jinitzko
(Witness)

Mary Elliott
(Title) Mary Elliott, Attorney-in-fact

Attachment: Akins Bid (1439 : Accept Bid for Mahr Park Phase II, Restrooms, Pavilions & Concrete Work)

Init.

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User Notes:

(3B9ADA22)

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Steve Simmons, Mary Elliott, Jeff R. McIntosh, Russell E. Davis, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12 day of July, 2018

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

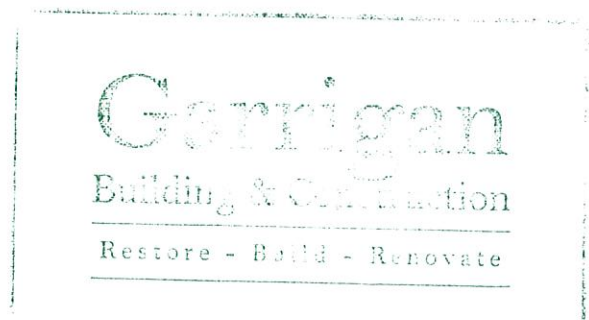


ATS-1004 (02/17)

Mahr Park
 Bid Master Sheet
 Dog Park/Playground/Bathrooms
 21-Jun-18

RJA **RONALD JOHNSON
& ASSOCIATES, P.S.C.**
 ENGINEERING • LAND SURVEYING • ENVIRONMENTAL
 24 W Center St | Madisonville, KY 42431 | (270) 821-6392

Division	<u>Task</u>	<u>Total \$</u>
1	Concrete Flat Work & Walls	\$ 376,343.44
2	Bathrooms	\$ 144,661.00
3	Pavilions (two)	\$ 147,083.36
	Grand Total Base Bid	\$ 668,087.80
	Alternate Deduction (brick)	\$- 10,945.48
	Grad Total Alternate Bid	\$ 657,142.32



Attachment: Garrigan Bid (1439 : Accept Bid for Mahr Park Phase II, Restrooms, Pavilions & Concrete Work)

Mahr Park
Concrete Flat Work and Walls
Dog Park/Playground
21-Jun-18



24 W Center St | Madisonville, KY 42431 | (270) 821-6392

Division	Task	Qty	Units	Unit \$	Total \$
1	Mobilization	1	LS	\$	\$ 23,729.41
2	Concrete Curb - Turn Down	160	FT	\$ 23.53	\$ 3764.71
3	Concrete Curb - Post	200	FT	\$ 41.18	\$ 8235.29
4	Concrete Curb - Ribbon	12	FT	\$ 41.18	\$ 494.12
5	Concrete (light duty)	1472	SY	\$ 88.24	\$ 129,882.35
6	Concrete (heavy duty)	390	SY	\$ 111.77	\$ 43,588.24
7	Bollard (embedded)	4	EA	\$ 2051.65	\$ 8206.60
8	Bollard (Removeable)	2	EA	\$ 3127.88	\$ 6255.76
9	Seat Wall - Condition 1	160	FT	\$ 523.82	\$ 83,811.32
10	Seat Wall - Condition 2	70	FT	\$ 607.05	\$ 42,493.29
11	Detectable Warning Tiles (truncated dome)	400	SF	\$ 64.71	\$ 25,882.35
	Total Project Cost				\$ 376,343.44

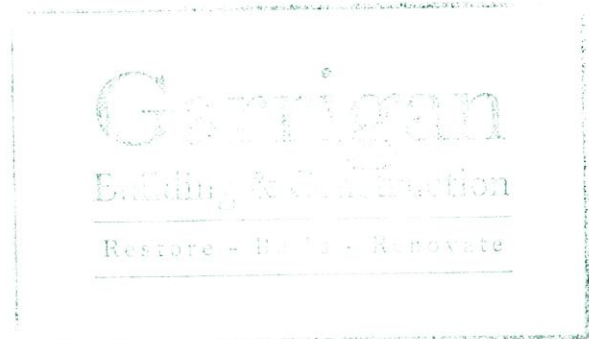
★ Cast in Place top

Subtract \$ 10,502.74

Total (Cond. 1) \$ 73,308.58

Subtract \$ 8483.27

Total (Cond. 2) \$ 34,010.10



Attachment: Garrigan Bid (1439 : Accept Bid for Mahr Park Phase II, Restrooms, Pavilions & Concrete Work)

Mahr Park - Bathrooms
Dog Park/Playground Bathroom
21-Jun-18



Division	Task	Qty	Units	Unit \$	Total
1	<u>General Requirements</u>	-		\$ <u>9398.53</u>	\$ <u>9398.53</u>
2	<u>Sitework</u>				
	Cleanup & Trash Removal (remodel debris)	1.00	LS	\$ <u>1122.35</u>	\$ <u>1122.35</u>
3	<u>Concrete</u>				
	<u>Foundation & Floor</u>	1.00	LS	\$ <u>24664.67</u>	\$ <u>24,664.67</u>
	4" Slab in Flatwork				
4	<u>Masonry</u>				
	Stone	1.00	LS	\$ <u>21,892.72</u>	\$ <u>21,892.72</u>
5	<u>Metals</u>				Not Used
6	<u>Wood & Plastics</u>				
	Roof, Trusses	1.00	LS	\$ <u>18,069.06</u>	\$ <u>18,069.06</u>
	Bathroom Partitions	1.00	LS	\$ <u>3,772.61</u>	\$ <u>3,772.61</u>
7	<u>Thermal & Moisture Protection</u>				
	Insulation roof - open cell foam 8 inches	1.00	LS	\$ <u>3,311.74</u>	\$ <u>3,311.74</u>
	Vapor Barrier floor	1.00	LS	\$ <u>308.82</u>	\$ <u>308.82</u>
8	<u>Doors & Windows</u>				
	Doors & Frames	1.00	LS	\$ <u>5,207.86</u>	\$ <u>5,207.86</u>
9	<u>Finishes</u>				
	Painting (Interior surfaces)	1.00	LS	\$ <u>4,941.18</u>	\$ <u>4,941.18</u>
10	<u>Specialties</u>				
	Toilet Accessories/towel bars	1.00	LS	\$ <u>1,525.18</u>	\$ <u>1,525.18</u>
11	<u>Equipment</u>				Not Used
12	<u>Furnishings</u>				Not Used
15	<u>Mechanical</u>				
	HVAC ductless (per KY Building Code)	1.00	LS	\$ <u>13,618.82</u>	\$ <u>13,618.82</u>
	Plumbing (per KY Building Code)	1.00	LS	\$ <u>16,024.51</u>	\$ <u>16,024.51</u>
	Plumbing Fixtures (per KY Building Code)	1.00	LS	\$ <u>5900.20</u>	\$ <u>5,900.20</u>
16	<u>Electrical</u>				
	Lighting/Outlets (per KY Building Code)	1.00	LS	\$ <u>12,823.53</u>	\$ <u>12,823.53</u>
	Total Project Cost				\$ <u>144,661</u>
	<u>Alternate Deduction</u>				
	Brick in leau of Stone			\$ <u>- 7906.83</u>	\$ <u>13,985.89</u>

Attachment: Garrigan Bid (1439 : Accept Bid for Mahr Park Phase II, Restrooms, Pavilions & Concrete Work)

Mahr Park - Pavilions (two)
 Dog Park/Playground Bathroom
 21-Jun-18



Division	Task	Qty	Units	Unit \$	Total
1	<u>General Requirements</u>	-		\$ <u>15,171.75</u>	\$ <u>15,171.75</u>
2	<u>Sitework</u>				
	Cleanup & Trash Removal (remodel debris)	1.00	LS	\$ <u>1058.82</u>	\$ <u>1058.82</u>
3	<u>Concrete</u>				
	<u>Foundation & Floor</u> (4" Slab in Flatwork Price)	1.00	LS	\$ <u>28,264.71</u>	\$ <u>28,264.71</u>
4	<u>Masonry</u>				
	Stone	1.00	LS	\$ <u>10,953.86</u>	\$ <u>10,953.86</u>
5	<u>Metals</u>				Not Used
6	<u>Wood & Plastics</u>				
	Roof, Trusses, Posts	1.00	LS	\$ <u>72,869.51</u>	\$ <u>72,869.51</u>
7	<u>Thermal & Moisture Protection</u>				
	Vapor Barrier floor	1.00	LS	\$ <u>1247.06</u>	\$ <u>1247.06</u>
8	<u>Doors & Windows</u>				Not Used
9	<u>Finishes</u>				Not Used
10	<u>Specialties</u>				Not Used
11	<u>Equipment</u>				Not Used
12	<u>Furnishings</u>				Not Used
15	<u>Mechanical</u>				Not Used
16	<u>Electrical</u>				
	Lighting/Outlets (per KY Building Code)	1.00	LS	\$ <u>17,517.65</u>	\$ <u>17,517.65</u>
Total Project Cost					\$ <u>147,083.36</u>
<u>Alternate Deductuction</u>					
Brick In leau of Stone					\$ - 3,038.05
					\$ <u>7915.21</u>

Attachment: Garrigan Bid (1439 : Accept Bid for Mahr Park Phase II, Restrooms, Pavilions & Concrete Work)

Longevity Pins

5 years: Police Department (Dispatch) – Terry Jones

15 years: Fire Department - Brandon Tow

25 years: Transportation – Jason Wiley

25 years: Water – Neil Gordon