



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

February 20, 2017 at 4:30 PM

AGENDA

- 1. CALL TO ORDER BY MAYOR DAVID JACKSON**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION BY REV. LON LORTON - FIRST PRESBYTERIAN CHURCH**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
 - A. City Council - Regular Meeting - Feb 6, 2017 4:30 PM
- 6. MUNICIPAL ORDERS**
 1. APPOINTMENT OF JASON HAWKINS TO THE CITY OF MADISONVILLE BOARD OF ETHICS
 2. REAPPOINTMENT OF DEBORAH COX TO THE CITY OF MADISONVILLE BOARD OF ETHICS
 3. REAPPOINTMENT OF MIKE LADD TO THE TREE BOARD
 4. REAPPOINTMENT OF RICH HANE TO THE TREE BOARD
 5. REAPPOINTMENT OF MARK METCALFE TO THE TREE BOARD
 6. REAPPOINTMENT OF PAULA MILLIGAN TO THE TREE BOARD
 7. REAPPOINTMENT OF CHRIS OESCHLAGER TO THE TREE BOARD
- 7. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills & Payroll for Council Meeting 2/20/2017
- 8. DEPARTMENT REPORTS**
 - A. Fire Department January Report
 - B. Police Department Report
- 9. COUNCIL COMMITTEE REPORTS**
- 10. PUBLIC SPEAKERS**
 1. Ray Hagerman - Economic Development Director
 2. Tim Thomas - Community Improvement Foundation
- 11. OLD BUSINESS**
- 12. NEW BUSINESS**

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

1. Authorization to Advertise – Madison Square Drive Sewer Improvements
2. 1199 : Discussion to Bid - CONTRACTUAL PEST CONTROL SERVICES
3. REVIEW AND CONSIDER A REQUEST FROM HOPKINS COUNTY GENEALOGICAL SOCIETY TO AUTHORIZE A PROJECTED SIGN AT 14 COURT STREET, MADISONVILLE, KENTUCKY
4. Amendment to Grindline Contract

5. Resolutions

1. A RESOLUTION DECLARING A LIST OF MISCELLANEOUS EQUIPMENT FROM PUBLIC WORKS DEPARTMENT AS SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION OF SAME
2. 1210 : Resolution to accept Bid for THM Analyzer

13. RECOGNITIONS/LONGEVITY PINS

- A. Longevity Pins

14. ADJOURNMENT

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CITY COUNCIL CHAMBERS, 77 NORTH MAIN ST, MADISONVILLE, KY 42431**

February 6, 2017 at 4:30 PM

MINUTES

- 1. CALL TO ORDER BY MAYOR DAVID JACKSON**
- 2. PLEDGE OF ALLEGIANCE BY MAYOR DAVID JACKSON**
- 3. INVOCATION BY JUDGE EXECUTIVE DONALD CARROLL**
- 4. ROLL CALL**

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	

- 5. APPROVAL OF MINUTES OF JANUARY 17, 2017**

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

- 6. APPROVAL OF BILLS AND PAYROLL**

A. Bills and Payroll February 6, 2017

RESULT: APPROVED [UNANIMOUS]
MOVER: Bobby Johnson, Ward 6
SECONDER: Adam Townsend, Ward 3
AYES: Lee, McGaw, Stevenson, Townsend, Johnson, Space

- 7. DEPARTMENT REPORTS**

- A. Community Development Report
- B. Motion to advertise for bids for Innovation Station Building Renovation

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

C. Zoning Report

D. Police Department Report

8. COUNCIL COMMITTEE REPORTS

A. Annexation and Zoning Committee: Motion to propose to Joint Planning Commission to Amend Ordinance 156.051 to delete subsection B-3 (c)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Barry McGaw, Ward 4
AYES: Lee, McGaw, Stevenson, Townsend, Johnson, Space

9. OLD BUSINESS

10. NEW BUSINESS

A. Items for Discussion

1. Motion to approve Water and Sewer Connection for 1270 Walnut Drive, Madisonville, Kentucky 42431

RESULT: ADOPTED [UNANIMOUS]
MOVER: Barry McGaw, Ward 4
SECONDER: Adam Townsend, Ward 3
AYES: Lee, McGaw, Stevenson, Townsend, Johnson, Space

2. Surplus Tract of Land - Oak Hill Subdivision - M-39-7-3A

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bobby Johnson, Ward 6
SECONDER: Frank Stevenson, Ward 5
AYES: Lee, McGaw, Stevenson, Townsend, Johnson, Space

3. Motion to Advertise Bids for THM Analyzer for Filter & Distribution Plant

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Townsend, Ward 3
SECONDER:	Mark Lee, Ward 1
AYES:	Lee, McGaw, Stevenson, Townsend, Johnson, Space

B. Resolutions

- A. A RESOLUTION OF THE CITY OF MADISONVILLE, KENTUCKY AUTHORIZING THE MAYOR, OR DESIGNEE, TO MAKE AN APPLICATION THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR RECYCLING FUNDING THROUGH THE 2017 – 2018 KENTUCKY PRIDE FUND RECYCLING GRANT PROGRAM

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Lee, Ward 1
SECONDER:	Tony Space, Ward 2
AYES:	Lee, McGaw, Stevenson, Townsend, Johnson, Space

11. SPECIAL RECOGNITION

- A. *Mayor David Jackson recognized Sen. James Comer Field Representative Amelia Wilson, who has an office in Madisonville City Hall on the second floor.*
- B. *Mayor Jackson recognized Carroll Lamont Hughes for the petition he delivered requesting public transportation. The City's Bus Transportation service should be available at the end of April or first part of May.*

12. ADJOURNMENT

- A. Motion to Adjourn

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

Minutes Acceptance: Minutes of Feb 6, 2017 4:30 PM (Approval of Minutes)

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**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: APPOINTMENT OF JASON HAWKINS TO THE CITY OF MADISONVILLE BOARD OF ETHICS

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

1. That Jason Hawkins shall be, and hereby is, appointed to the Board of Ethics;
2. The term of Jason Hawkins should complete the unexpired term of Karen Glenn which will expire May 7, 2018.
3. That Jason Hawkins 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.
4. That this order become effective February 20, 2017.

This the 20th of February, 2017.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

**IN RE: REAPPOINTMENT OF DEBORAH COX TO THE CITY OF MADISONVILLE BOARD
OF ETHICS**

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

1. That Deborah Cox is reappointed to the City of Madisonville Board of Ethics;
2. That the term of Deborah Cox shall be for three (3) years and ending May 17,
2019.
3. That Deborah Cox 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.
4. That this order shall become effective February 20, 2017.

This the 20th of February, 2017.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: REAPPOINTMENT OF MIKE LADD TO THE TREE BOARD

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

1. That Mike Ladd shall be, and is, reappointed to the Tree Board;
2. That the term of Mike Ladd shall be for three (3) years and ending April 1, 2019.
3. That Mike Ladd 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.
4. That this order shall become effective February 20, 2017.

This the 20th of February, 2017.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: REAPPOINTMENT OF RICH HANE TO THE TREE BOARD

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

1. That Rich Hane shall be, and is, appointed to the Tree Board;
2. That the term of Rich Hane shall be for three (3) years and ending May 1, 2019.
3. That Rich Hane 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.
4. That this order shall become effective February 20, 2017.

This the 20th of February, 2017.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: REAPPOINTMENT OF MARK METCALFE TO THE TREE BOARD

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

1. That Mark Metcalfe shall be, and is, appointed to the Tree Board;
2. That the term of Mark Metcalfe shall be for three (3) years and ending May 1, 2019.
3. That Mark Metcalfe 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.
4. That this order shall become effective February 20, 2017.

This the 20th of February, 2017.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: REAPPOINTMENT OF PAULA MILLIGAN TO THE TREE BOARD

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

1. That Paula Milligan shall be, and is, appointed to the Tree Board;
2. That the term of Paula Milligan be for three (3) years and ending June 1, 2019.
3. That Paula Milligan 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.
4. That this order shall become effective February 20, 2017.

This the 20th of February, 2017.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: REAPPOINTMENT OF CHRIS OESCHLAGER TO THE TREE BOARD

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

1. That Chris Oeschlager shall be, and is, appointed to the Tree Board;
2. That the term of Chris Oeschlager shall be for three (3) years and ending June 1, 2019.
3. That Chris Oeschlager 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.
4. That this order shall become effective February 20, 2017.

This the 20th of February, 2017.

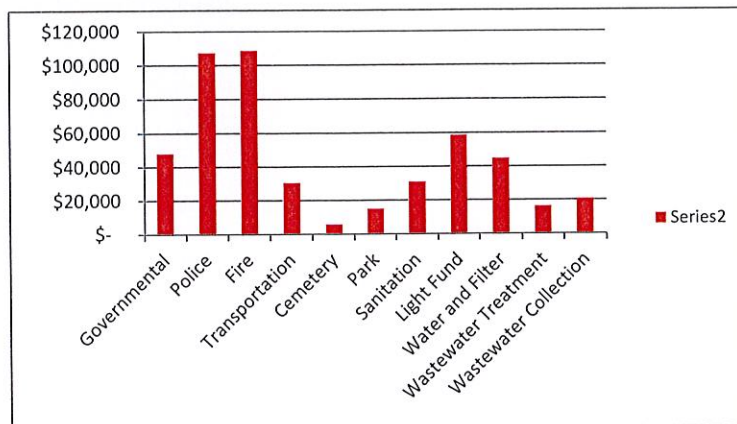
ATTEST:

Bills and Payroll for Council Meeting 2/20/17

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 82,094.22
			\$ 40,328.57
		Total General Fund	\$ 122,422.79
190	9	Sanitation	\$ 54,412.32
			\$ 15,157.32
		Total Sanitation	\$ 69,569.64
200	9	Electric/Utility Office	\$ 157,088.55
		Total Electric/Utility Office	\$ 157,088.55
210	8	Water and Filter	\$ 62,008.83
			\$ 10,153.08
		Total Water Filter	\$ 72,161.91
	9	Waste Water Collection and Treatment	\$ 57,527.29
			\$ 93,002.22
		Total Wastewater Collection and Treatment	\$ 150,529.51

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 47,700
100	2100	Police	\$ 107,111
100	2300	Fire	\$ 108,463
100	3300	Transportation	\$ 30,267
100	5000	Cemetery	\$ 5,447
100	7000	Park	\$ 14,894
190	3100	Sanitation	\$ 30,757
200	1000/4500	Light Fund	\$ 58,346
200	4700/4600	Water and Filter	\$ 44,537
200	2000	Wastewater Treatment	\$ 16,179
200	2001	Wastewater Collection	\$ 20,430
		Total Payroll	\$ 484,131



Number of Employees paid February 10, 2017
See next page

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	2/10/17	7	1	6
100	1200	ADMINISTRATION	2/10/17	7	6	1
100	1400	FINANCE	2/10/17	7	7	
100	1500	CITY CLERK	2/10/17	3	3	
100	1600	AIRPORT	2/10/17	2	2	
100	1700	ZONING	2/10/17	3	3	
100	1900	CITY ENGINEER	2/10/17	3	3	
100	2100	POLICE DEPT-MADISONVILLE	2/10/17	47	47	
100	2150	POLICE FICA	2/10/17	7	2	5
100	2151	DISPATCH	2/10/17	9	8	1
100	2200	ALCOHOLIC BEVERAGE CONTROL	2/10/17	1		1
100	2300	FIRE DEPT-MADISONVILLE	2/10/17	60	60	
100	2350	FIRE FICA/NON HAZARDOUS	2/10/17	1	1	
100	3300	TRANSPORTATION DEPT	2/10/17	24	23	1
100	5000	CEMETERY DEPARTMENT	2/10/17	5	5	
100	7000	PARK DEPARTMENT	2/10/17	12	12	
190	3100	SANITATION DEPARTMENT	2/10/17	22	22	
200	1000	UTILITY OFFICE	2/10/17	11	11	
200	4500	LIGHT DISTRIBUTION DEPT	2/10/17	22	22	
210	2000	WASTEWATER TREATMENT	2/10/17	9	9	
210	2001	WASTEWATER COLLECTION	2/10/17	15	15	
211	4600	FILTER DEPARTMENT	2/10/17	13	13	
211	4700	WATER DEPARTMENT	2/10/17	14	14	
		Totals		304	289	15

Communication: Bills & Payroll for Council Meeting 2/20/2017 (Approval of Bills and Payroll)

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,230.06	.00	.00	4,230.06
100	1200	ADMINISTRATION	14,177.49	110.84	.00	14,288.33
100	1400	FINANCE	12,607.82	106.83	.00	12,714.65
100	1500	CITY CLERK	3,690.65	.00	.00	3,690.65
100	1700	ZONING	5,413.47	.00	.00	5,413.47
100	1800	HUMAN RESOURCES	.00	.00	.00	.00
100	1900	CITY ENGINEER	6,033.68	78.74	.00	6,112.42
100	2200	ALCOHOLIC BEVERAGE	1,250.08	.00	.00	1,250.08
		Total Government	47,403.25	296.41	.00	47,699.66
100	2100	POLICE DEPT-MADISO	87,708.13	14,091.61	.00	101,799.74
100	2150	POLICE FICA	4,779.01	532.25	.00	5,311.26
		Total Police	92,487.14	14,623.86	.00	107,111.00
100	2300	FIRE DEPT-MADISONV	70,673.37	33,774.47	3,144.99	107,592.83
100	2350	FIRE FICA/NON HAZA	869.75	.00	.00	869.75
		Total Fire	71,543.12	33,774.47	3,144.99	108,462.58
100	3300	TRANSPORTATION DEP	30,197.39	69.43	.00	30,266.82
		Total Transportati	30,197.39	69.43	.00	30,266.82
100	5000	CEMETERY DEPARTMEN	5,414.24	32.77	.00	5,447.01
		Total Cemetery	5,414.24	32.77	.00	5,447.01
100	7000	PARK DEPARTMENT	14,669.48	224.40	.00	14,893.88
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	14,669.48	224.40	.00	14,893.88
190	3100	SANITATION DEPARTM	29,714.17	1,043.22	.00	30,757.39
		Total Sanitation	29,714.17	1,043.22	.00	30,757.39
200	1000	UTILITY OFFICE	12,950.19	472.00	.00	13,422.19
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	44,358.65	565.14	.00	44,923.79
		Total Utility Offi	57,308.84	1,037.14	.00	58,345.98
210	2000	WASTEWATER TREATME	15,397.08	782.34	.00	16,179.42
210	2001	WASTEWATER COLLECT	19,877.10	553.15	.00	20,430.25
		Total Wastewater T	35,274.18	1,335.49	.00	36,609.67
211	4600	FILTER DEPARTMENT	17,331.80	1,232.62	.00	18,564.42
211	4700	WATER DEPARTMENT	19,664.26	6,308.67	.00	25,972.93
		Total Water	36,996.06	7,541.29	.00	44,537.35
		Grand Totals	421,007.87	59,978.48	3,144.99	484,131.34

Communication: Bills & Payroll for Council Meeting 2/20/2017 (Approval of Bills and Payroll)

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	176.00	3.75	.00	179.75
100	1400	FINANCE	383.75	4.00	.00	387.75
100	1500	CITY CLERK	146.25	.00	.00	146.25
100	1700	ZONING	70.00	.00	.00	70.00
100	1800	HUMAN RESOURCES	.00	.00	.00	.00
100	1900	CITY ENGINEER	161.25	3.00	.00	164.25
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	937.25	10.75	.00	948.00
100	2100	POLICE DEPT-MADISO	3,533.75	396.25	.00	3,930.00
100	2150	POLICE FICA	306.50	20.75	.00	327.25
		Total Police	3,840.25	417.00	.00	4,257.25
100	2300	FIRE DEPT-MADISONV	4,800.00	1,744.50	142.75	6,687.25
100	2350	FIRE FICA/NON HAZA	70.00	.00	.00	70.00
		Total Fire	4,870.00	1,744.50	142.75	6,757.25
100	3300	TRANSPORTATION DEP	1,931.75	2.75	.00	1,934.50
		Total Transportati	1,931.75	2.75	.00	1,934.50
100	5000	CEMETERY DEPARTMEN	389.75	2.00	.00	391.75
		Total Cemetery	389.75	2.00	.00	391.75
100	7000	PARK DEPARTMENT	749.00	11.75	.00	760.75
100	7100	POOL EMPLOYEES	.00	.00	.00	.00
		Total Park	749.00	11.75	.00	760.75
190	3100	SANITATION DEPARTM	1,679.25	39.50	.00	1,718.75
		Total Sanitation	1,679.25	39.50	.00	1,718.75
200	1000	UTILITY OFFICE	793.60	24.00	.00	817.60
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,721.25	13.50	.00	1,734.75
		Total Utility Offi	2,514.85	37.50	.00	2,552.35
210	2000	WASTEWATER TREATME	669.75	30.00	.00	699.75
210	2001	WASTEWATER COLLECT	1,155.00	26.75	.00	1,181.75
		Total Wastewater T	1,824.75	56.75	.00	1,881.50
211	4600	FILTER DEPARTMENT	880.00	48.75	.00	928.75
211	4700	WATER DEPARTMENT	1,077.75	253.00	.00	1,330.75
		Total Water	1,957.75	301.75	.00	2,259.50
		Grand Totals	20,694.60	2,624.25	142.75	23,461.60

Communication: Bills & Payroll for Council Meeting 2/20/2017 (Approval of Bills and Payroll)

Madisonville Fire Dept.

Madisonville, KY



8.A

Incident Statistics

Start Date: 01/01/2017 | End Date: 01/31/2017

INCIDENT COUNT		
INCIDENT TYPE		# INCIDENTS
EMS		80
FIRE		27
TOTAL		107
LOSSES FOR JANUARY 2017		LOSSES YTD
\$400.00		\$400.00
CO CHECKS		
TOTAL		0
MUTUAL AID		
Aid Type		Total
OVERLAPPING CALLS		
# OVERLAPPING		% OVERLAPPING
12		11.21
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station #1	0:04:16	0:04:39
Station #2	0:04:13	0:03:21
Station #3	0:04:30	0:05:20
Station #4	0:03:40	0:02:37
AVERAGE FOR ALL CALLS		0:04:19
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station #1	0:01:14	0:01:44
Station #2	0:01:10	0:01:00
Station #3	0:01:03	0:01:57
Station #4	0:01:30	0:00:30
AVERAGE FOR ALL CALLS		0:01:21
AGENCY		AVERAGE TIME ON SCENE (MM:SS)
Madisonville Fire Dept.		16:01

Communication: Fire Department January Report (Department Reports)

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition \Treated, Transported by EM

Madisonville Fire Dept.

Madisonville, KY

This report was generated on 2/13/2017 12:05:44 PM



Incident Count per Primary Action Taken for Date Range

Start Date: 01/01/2017 | End Date: 01/31/2017

ACTION TAKEN	# INCIDENTS	PERCENTAGE
00 - Action taken, other	1	0.93%
10 - Fire control or extinguishment, other	2	1.87%
30 - Emergency medical services, other	45	42.06%
31 - Provide first aid & check for injuries	2	1.87%
32 - Provide basic life support (BLS)	21	19.63%
40 - Hazardous condition, other	1	0.93%
42 - HazMat detection, monitoring, sampling, & analysis	1	0.93%
43 - Hazardous materials spill control and confinement	2	1.87%
50 - Fires, rescues & hazardous conditions, other	1	0.93%
63 - Restore fire alarm system	1	0.93%
70 - Assistance, other	1	0.93%
71 - Assist physically disabled	2	1.87%
73 - Provide manpower	2	1.87%
80 - Information, investigation & enforcement, other	3	2.80%
86 - Investigate	18	16.82%
87 - Investigate fire out on arrival	3	2.80%
92 - Standby	1	0.93%

TOTAL: 107

Calculates the number of incidents for the PRIMARY ACTION TAKEN valued provided on Basic Info 5 of an incident. For summation of ALL ACTIONS TAKEN, click SEARCH from the main Reports module page, and enter DocID 668. Only REVIEWED incidents included.



**EMERGENCY
REPORTING**

emergencyreporting.com

Doc Id: 305

Page # 1

Communication: Fire Department January Report (Department Reports)

Madisonville Fire Dept.

Madisonville, KY

This report was generated on 2/13/2017 3:41:19 PM



8.A

Code Hours Summary per Training Code For Date Range

Training Code(s): All Training Codes | Start Date: 01/01/2017 | End Date: 01/31/2017

Total Training Hours By Code		
Total Hours for Training Code: Administration & Organization A0000		116:00
Total Hours for Training Code: Airway P0008		40:00
Total Hours for Training Code: Communications C0000		115:30
Total Hours for Training Code: Drivers Training(General) CC0000		38:00
Total Hours for Training Code: Extinguishers E0000		76:30
Total Hours for Training Code: Fire Behavior D0000		187:30
Total Hours for Training Code: Forcible Entry G0000		127:00
Total Hours for Training Code: Ladders J0000		150:30
Total Hours for Training Code: Personal Protective Equipment F0000		138:00
Total Hours for Training Code: Ropes I0000		116:30
Total Hours for Training Code: Safety Training B0000		103:30
Total Hours for Training Code: Ventilation H0000		106:30
Totals for all selected Training Codes 1/1/2017 - 1/31/2017	59 personnel	1315:30

Communication: Fire Department January Report (Department Reports)

Displays the total training hours per for each of the selected Training Codes. NOTE that this report only applies to accounts that are set to Track Hours by Training Code.

FIRE PREVENTION MONTHLY REPORT

January 2017

FIRE PREVENTION ACTIVITIES:

INSPECTIONS / RE-INSPECTIONS	16
DEFICIENCIES	6
CORRECTIONS	4
BURN PERMITS ISSUED	6
KNOX BOX DETAILS	2
PRE-INCIDENT FIRE PLANS	2

PUBLIC RELATIONS / EDUCATION:

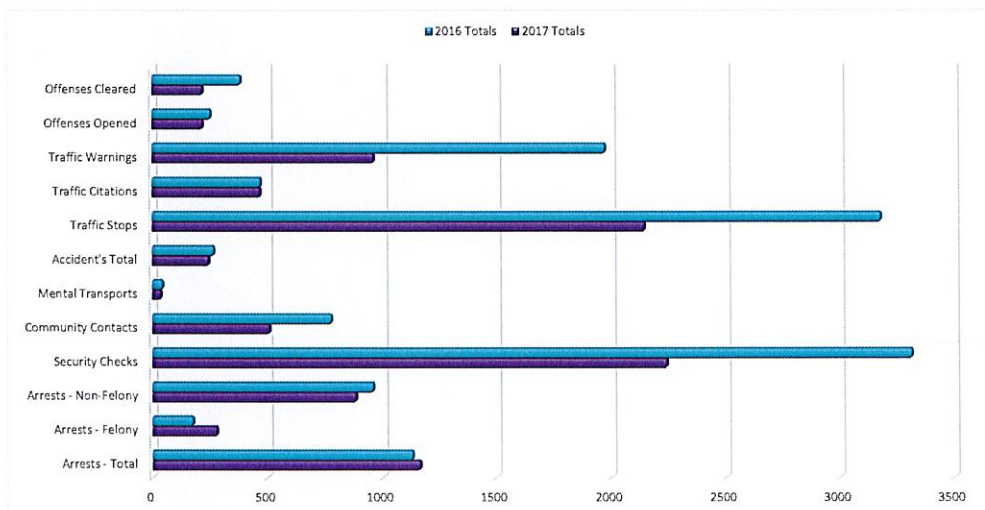
SMOKE DETECTORS / ALARMS DISBURSED	6
CAR SEAT INSPECTIONS	4
SCHOOL FIRE DRILL PARTICIPATIONS	1



Madisonville Police Department Council Report February 20, 2017

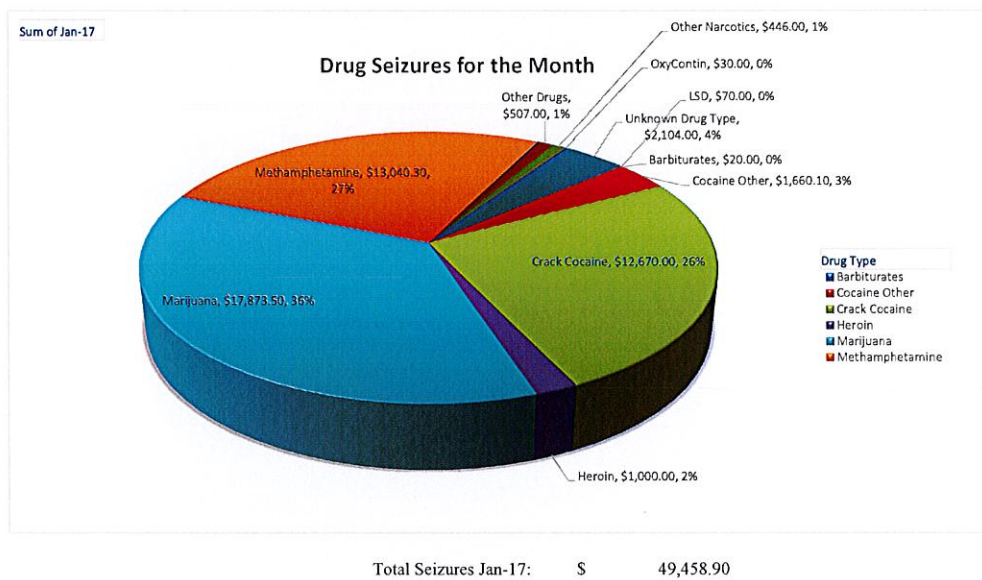


Type	Nov-16	Dec-16	Jan-17	2017 Totals	2016 Totals	Man Hours	Nov-17	Dec-17	Jan-17	Totals
Calls - Total Responses	5917	5858	6509	18284	20551	Regular Hours	7418	6938.3	7935	22291.25
Arrests - Total	286	385	498	1169	1135	Over Time Hours	569.3	710.25	564.25	1843.8
Arrests - Felony	88	74	119	281	174	Vacation Hours	264	942	116	1322
Arrests - Non-Felony	198	311	379	888	961	Sick Hours	203	88	72	363
Security Checks	677	649	921	2247	3321	Training Hours	354	224	200	778
Community Contacts	165	170	177	512	778	Community VT Programs	18	42	16	76
Mental Transports	13	12	14	39	46	Volunteer Hours	117	219	48	384
Accident's Total	102	79	64	245	267	Crime Stopper Tips	15	28	15	58
Traffic Stops	624	602	925	2151	3184	Crime Stopper Arrests	3	12	4	19
Traffic Citations	139	84	248	471	472	Special Events: MLK Program Instructed MCC Diversity Volunteer events:				
Traffic Warnings	312	276	376	964	1977					
Offenses Opened	68	72	79	219	253					
Offenses Cleared	44	52	123	219	386					
Stolen/Lost Property Value	\$ 42,269.91	\$3,129.57	\$ 16,899.99	\$62,299.47	\$ 59,232.83					





**Madisonville Police Department
Council Report
February 20, 2017**

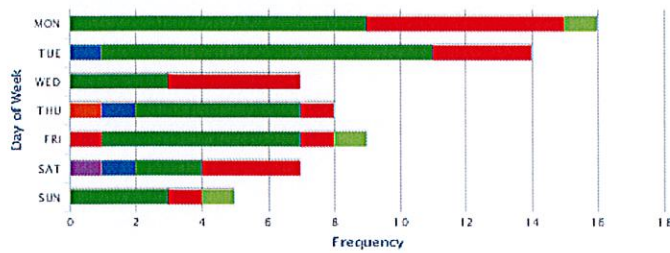




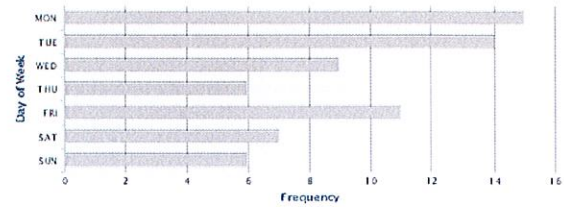
Madisonville Police Department Council Report February 20, 2017



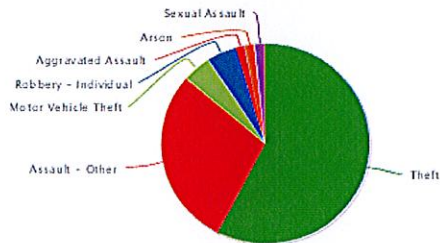
Part 1 Crimes by Day of Week



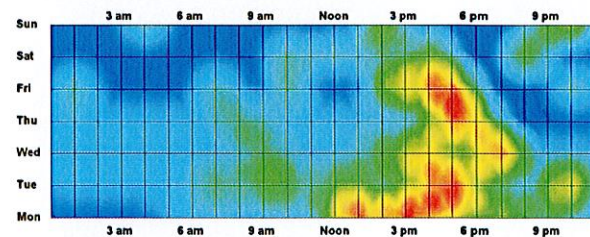
Traffic Accidents by Day of Week



Part 1 Crimes



Traffic Accident Highest Times



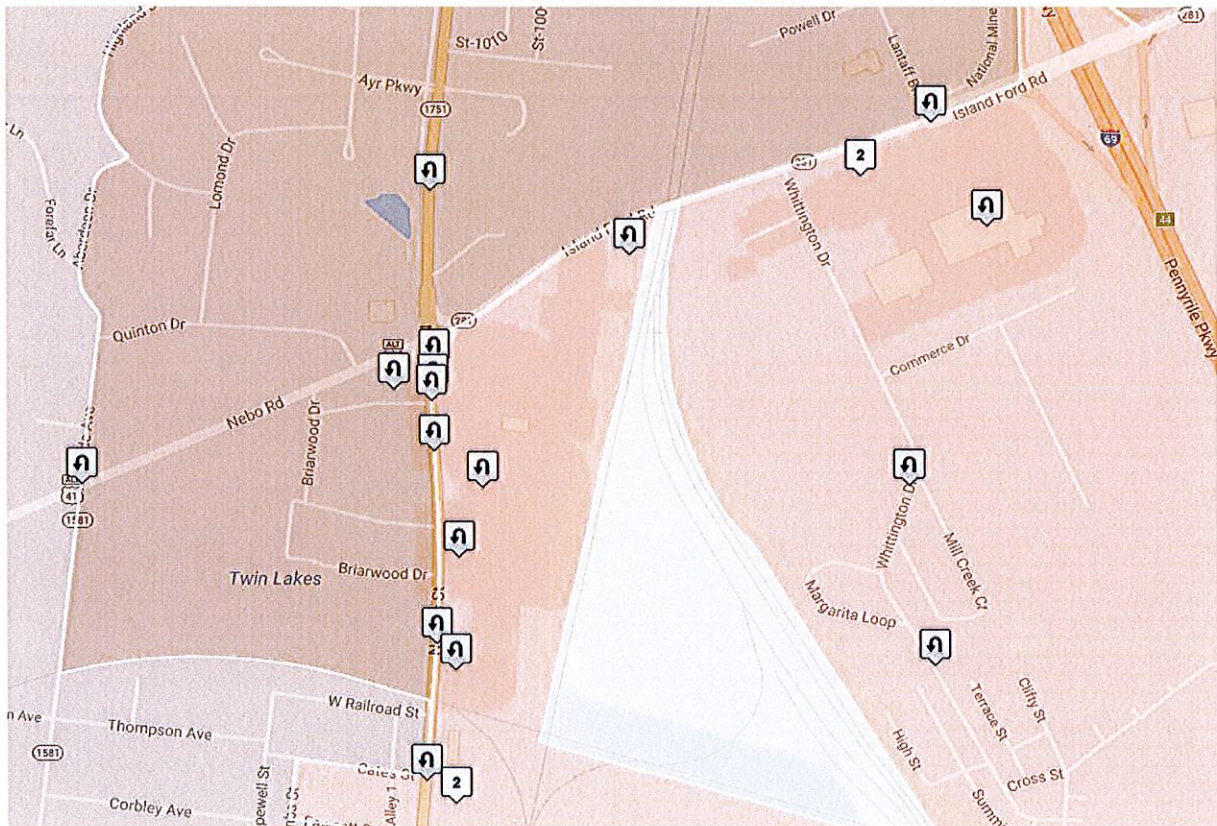
Communication: Police Department Report (Department Reports)



**Madisonville Police Department
Council Report
February 20, 2017**



Traffic Accidents Highest Density



Page 5 of 6

Communication: Police Department Report (Department Reports)

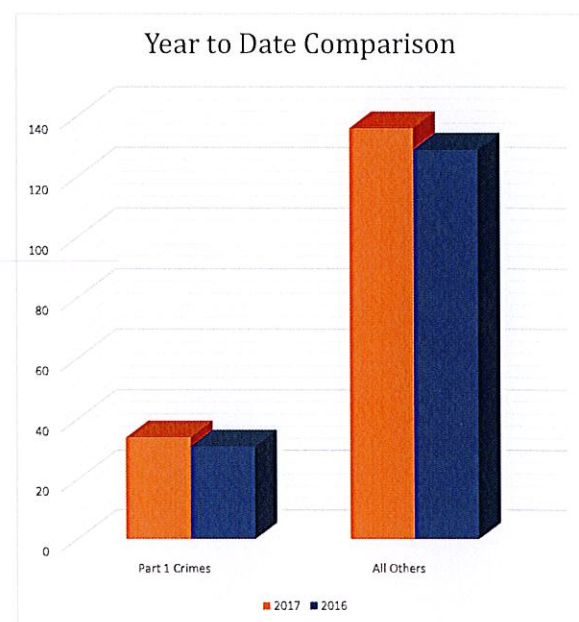
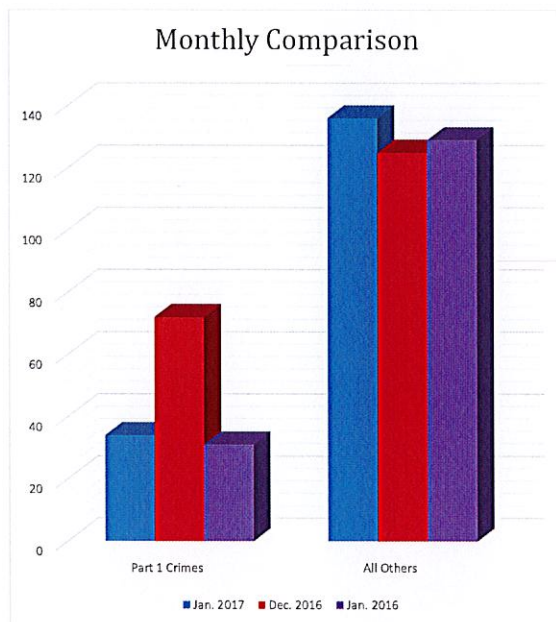


**Madisonville Police Department
Council Report
February 20, 2017**



Crime Statistics Comparison

	Jan. 2017	Dec. 2016	Difference	Jan. 2016	Difference	Calendar Year to Date		
Part 1 Crimes	34	72	-53%	31	10%	2017	2016	Difference
All Others	136	125	9%	129	5%	2017	2016	Difference
						34	31	10%
						136	129	5%





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

SCHEDULED

ITEM FOR DISCUSSION (ID # 1200)

Meeting: 02/20/17 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1200

12.1

Authorization to Advertise – Madison Square Drive Sewer Improvements

Authorize the advertisement for bid for the construction of a sewer interceptor that will cross CSX and Madison Square Drive in the area south of Center Street.

The project is to help alleviate overflows in the area during heavy rains.

This is a budgeted item.



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

SCHEDULED

ITEM FOR DISCUSSION (ID # 1199)

Meeting: 02/20/17 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1199

12.2

Discussion to Bid - CONTRACTUAL PEST CONTROL SERVICES.

The Pest Inspection Contract will terminate on April 15, 2017. **Approval to advertise for CONTRACTUAL PEST CONTROL SERVICES.**



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

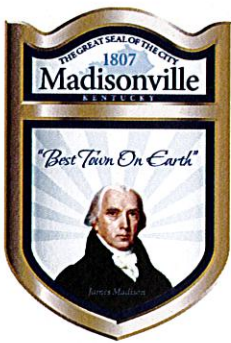
SCHEDULED

ITEM FOR DISCUSSION (ID # 1213)

Meeting: 02/20/17 04:30 PM
Department: City Clerk Department
Category: Sign Permit
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1213

12.3

**REVIEW AND CONSIDER A REQUEST FROM HOPKINS
COUNTY GENEALOGICAL SOCIETY TO AUTHORIZE A
PROJECTED SIGN AT 14 COURT STREET, MADISONVILLE,
KENTUCKY**



CITY OF
Madisonville
ZONING & PERMITS

12.3.a

Debbie Todd
ZONING ADMINISTRATOR

MEMO

TO: Mayor David Jackson & City Council Members

FROM: Debbie Todd, Zoning Administrator *DT*

DATE: February 16, 2017

RE: Suspending/projecting signs over right-of-way

In accordance with the City's Sign Regulations, all suspending/projecting signs overhanging a city sidewalk/right-of-way must receive Council approval prior to the issuance of a sign permit. Any such sign must have a minimum of 8' clearance from the bottom edge of the sign to sidewalk and may not project out more than 7' from the building nor extend closer than 2' to the edge of the curb. In addition, the applicant must submit proof of liability insurance naming the City as an insured party.

Recently, I received a request for a suspended sign from the Hopkins County Genealogy Society for 14 Court Street. The proposed sign is 12" high by 21" wide, double sided and will hang on an existing L-shaped bracket (see attached picture). It meets the minimum criteria in our Sign Regulations and as stated above.

Based upon the above, I am seeking the Council's approval at their next meeting on the 20th so that I may issue them a sign permit.

Attachment: sign-03122011061133 (1213 : Sign for Genalogical Society)



Attachment: sign-03122011061133 (1213 : Sign for Genalogical Society)



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

SCHEDULED

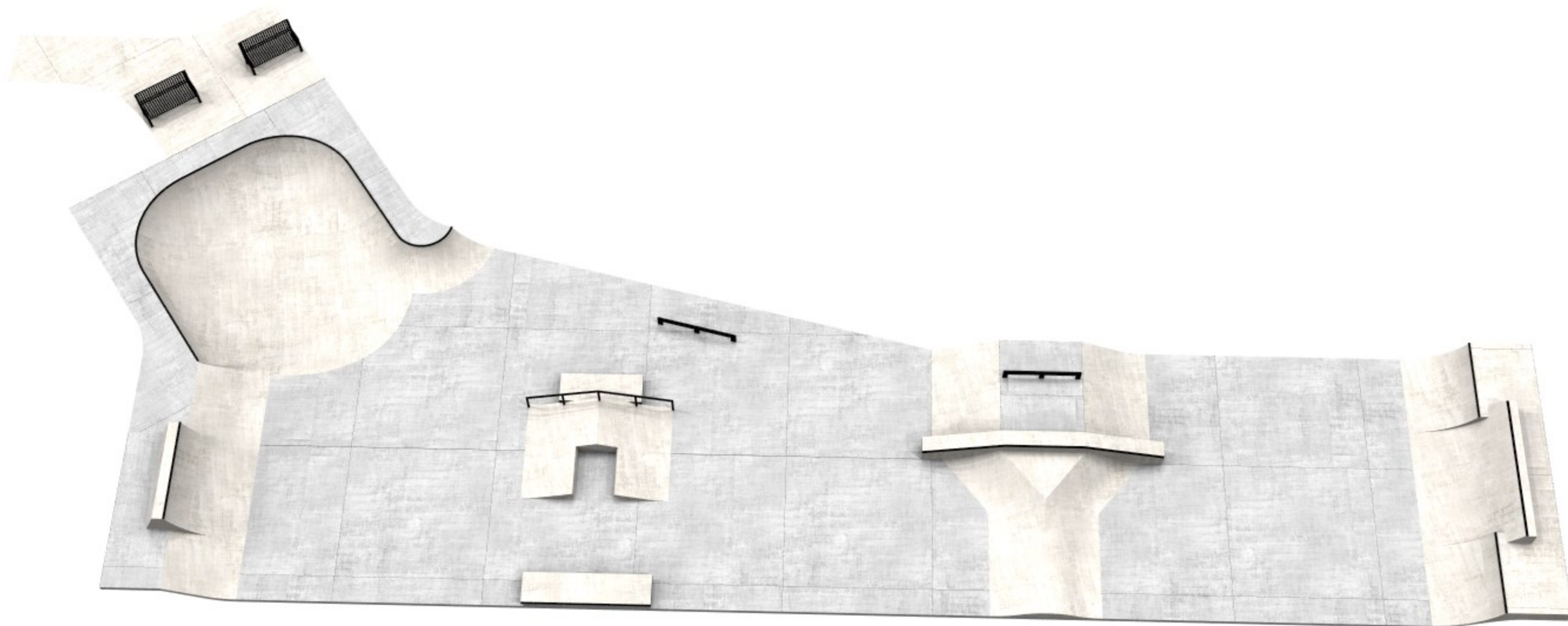
ITEM FOR DISCUSSION (ID # 1214)

12.4

Meeting: 02/20/17 04:30 PM
Department: City Clerk Department
Category: Amendment
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1214

Amendment to Grindline Contract





**CITY OF MADISONVILLE
RESOLUTION**

A RESOLUTION DECLARING A LIST OF MISCELLANEOUS EQUIPMENT FROM PUBLIC WORKS DEPARTMENT AS SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION OF SAME

WHEREAS, the Public Works Director has prepared a list of miscellaneous equipment attached hereto as Exhibit A, owned by the City of Madisonville to be declared surplus; and

WHEREAS, the Public Works Director requests to dispose of the miscellaneous equipment by means appropriate according to KRS 82.083.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The list of miscellaneous equipment, Exhibit A, is now declared as surplus property.
2. The City is authorized to dispose of the miscellaneous property by means according to KRS 82.083.

ADOPTED on this 20th day of February, 2017.

ATTEST:

19031	1996 Ford Ranger	1FTCR10A9VUB34880	Will not run
3367	Blaw-Knox Paver PF500	50018-17	Working condition
3330	1987 1500 SWB	1G CDC14H9JZ153374	Engine smokes. No Differential Nonrunning
12	1992 Chevrolet 2500	1GBGC25K5NE180152	2500 Chevrolet with service body Non running
31	1994 Chevrolet 1500	1GBGC4R4YF465491	1500 Chevrolet with service body Non running
3322	1990 Chevrolet 2500	1GCGC24K5LE120686	2500 Chevrolet pick up. Running when parked
19027	1996 Ford F250	1FDHF25H6TEA97705	Engine has blown head gasket blown
19053	1995 Chevrolet Kodiak Dump Truck	1GBL7H1POSJ113466	Gas Engine No air brakes
19039	1999 GMC 7500 Dump Truck	1GBM7H1C1YJ512176	Diesel Engine air brakes
206	1991 Kodiak Dump Truck	1GBL7H1P1MJ111695	Gas- no air brakes
	Mystery Truck	1GBL7HP4MJ106622	Gas-Truck has no doors-Will not run
346	Bandet Chipper	935	Engine Missing
310	Bandet Chipper	156	Engine Missing
3335	1991 Chevrolet Kodiak Dump Truck	1GLB7H1P4MJ106927	Gas-No air Brakes Was running when it was parked.
3341	613B Cat Scraper	72M07344	As far as we know this machine runs and operates well.
	5 Misc Backhoe Buckets		
	3 Hand Held Jack Hammers		
	1 Thermo Palastic Paint Machine		
	Samll Scredding Machine		
	1-Max Pac. Cardboard Bailer		Model V360H Serial 082041
	1 Hydraulic Disc W/Culti-Packer		

**CITY OF MADISONVILLE
RESOLUTION**

A RESOLUTION AWARDING A BID FOR THM ANALYZER

WHEREAS, the City of Madisonville advertised bids for a THM Analyzer for the Waste Water Filter Department to be opened on February 17, 2017 at 10:30 a.m.; and

WHEREAS, the City of Madisonville received only one bid on February 17, 2017 at 10:30 a.m., as listed on Exhibit A attached hereto; and

WHEREAS, Parker Hannifin Corporation was the only bid received in the amount of \$39,998.25;

NOW THEREFORE, BE IT RESOLVED that the City Council award the bid to Parker Hannifin Corporation in the amount of \$39,998.25 for the THM Analyzer.

ADOPTED on this 20th day of February, 2017.

ATTEST:

City of Madisonville, KY

Bid Opening / THM Analyzer

Date of Bid Opening: 2/17/17

Time of Bid Opening: 10:30 am local time

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

Business Name	Bid Amount
Parker Hannifan Corporation	\$39,998.25

Attachment: thm (1210 : Bid for THM Analyzer)

BUDGETARY QUOTATION

ENGINEERING YOUR SUCCESS. 

12.5.2.a

Customer: Christopher W. Spriggs
Superintendent / Water Treatment Operator
City Of Madisonville
Water Filtration
P.O. Box 710
850 Lake Pee Wee Road
Madisonville, KY 42431

T: 270-824-2145
F: 270-824-2143
C: 270-871-4161
E: cspriggs@madisonvillegov.com



Quote Ref: 02022017KH0127
Quote Validity: 45 DAYS
Delivery: 4-6 weeks ARO

Kazi Hassan, Ph.D.
(256) 213-4121
khassan@parker.com

www.ipdus.com

Details within this quotation are based on the information provided and is subject to Parker Hannifin conditions of sale.
All Deliveries offered are from date of order acknowledgement.

Date of Quotation: February 02, 2017

Line no.	Order Qty	Part Number & Description	Unit Price	Total Price
1	1	PH-TTHM-1000 TTHM Analyzer, 110V System includes: - TTHM Analyzer Unit (Purge-and-Trap gas chromatograph (GC) system integrated with Surface Acoustic Wave (SAW) based detector for trihalomethane (TTHM) measurement - Laptop Computer (includes Preloaded TTHM Analyzer Software) - Quick Start Guide - Certificate of Calibration from Factory - Glass Sample Holder (2) - Spare Pre Concentrator (1) - Pre Concentrator Extraction Tool (1) - 1/8" Diameter Teflon Tubing (25') - 1/8" A-LOK® Fittings (6) *The Analyzer and Laptop include 1-year parts & labor warranty Note: RoHS Compliant Lead Free Chassis	\$32,500.00	\$32,500.00
2	1	WAR-TTHM-1 **1 year Extended Warranty & Service Plan** <must be purchased within 90 days ARO instrument> * Extended warranty excludes laptop computer and consumables	\$3,200.00	\$3,200.00
3	1	INS-TTHM-CGK Factory Installation, Performance Check & User Training Includes: - KIT-TTHM-CGK - STD-TTHM-PERF-100UG - INS-TTHM	\$2,750.00	\$2,750.00
4	6	STD-TTHM-PERXCAL-100UG Concentrated Standard Solution for Performance Test Includes: - TTHM Calibration/Performance Ampoule 100 ug/ml, 1 ml (quantity 1) - Micro Vial 1 ml w/Septa Cap (quantity 1) - Dilution and Performance Test Instructions (quantity 1) - Certification of Concentration Accuracy (quantity 1) - MSDS (quantity 1)	\$77.65	\$465.90
5	1	KIT-TTHM-TOOLS-XCAL Tool Kit for Calibration Includes: - Syringe, 2.5 ml gas tight (quantity 1) - Syringe, 100 uL gas tight (quantity 1) - Syringe, 10 uL gas tight (quantity 1) - Volumetric Flask, 100 ml, Class A, Pyrex Brand with Polyethylene Stopper (quantity 6) - 40 ml EPA Bottles w/Septa Caps (quantity 12) - Dilution and Performance Test Instructions (quantity 1)	\$782.35	\$782.35
6		Shipping and Insurance (Estimated)	\$300.00	\$300.00
Quotation doesn't include taxes if applicable			Total	\$39,998.25
			Grand Total	\$39,998.25

Attachment: thm (1210 : Bid for TTHM Analyzer)

OFFER OF SALE

The items described in this document and other documents and descriptions provided by Parker Hannifin Corporation, its subsidiaries and its authorized distributors ("Seller") are hereby offered for sale at prices to be established by Seller. This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. Buyer's order for any item described in its document, when communicated to Seller verbally, or in writing, shall constitute acceptance of this offer. All goods or work described will be referred to as "Products".

1. **Terms and Conditions.** Seller's willingness to offer Products, or accept an order for Products, to or from Buyer is expressly conditioned on Buyer's assent to these Terms and Conditions and to the terms and conditions found on-line at www.parker.com/saleterms/. Seller objects to any contrary or additional term or condition of Buyer's order or any other document issued by Buyer.
2. **Price Adjustments; Payments.** Prices stated on the reverse side or preceding pages of this document are valid for 30 days. After 30 days, Seller may change prices to reflect any increase in its costs resulting from state, federal or local legislation, price increases from its suppliers, or any change in the rate, charge, or classification of any carrier. The prices stated on the reverse or preceding pages of this document do not include any sales, use, or other taxes unless so stated specifically. Unless otherwise specified by Seller, all prices are F.O.B. Seller's facility, and payment is due 30 days from the date of invoice. After 30 days, Buyer shall pay interest on any unpaid invoices at the rate of 1.5% per month or the maximum allowable rate under applicable law.
3. **Delivery Dates; Title and Risk; Shipment.** All delivery dates are approximate and Seller shall not be responsible for any damages resulting from any delay. Regardless of the manner of shipment, title to any products and risk of loss or damage shall pass to Buyer upon tender to the carrier at Seller's facility (i.e., when it's on the truck, it's yours). Unless otherwise stated, Seller may exercise its judgment in choosing the carrier and means of delivery. No deferment of shipment at Buyer's request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Seller harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's changes in shipping, product specifications or in accordance with Section 13, herein.
4. **Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in material or workmanship for a period of twelve months from the date of delivery to Buyer or 2,000 hours of normal use, whichever occurs first. This warranty is made only to Buyer and does not extend to anyone to whom Products are sold after purchased from Seller. The prices charged for Seller's products are based upon the exclusive limited warranty stated above, and upon the following disclaimer: **DISCLAIMER OF WARRANTY: THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO PRODUCTS PROVIDED HEREUNDER. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **Claims; Commencement of Actions.** Buyer shall promptly inspect all Products upon delivery. No claims for shortages will be allowed unless reported to the Seller within 10 days of delivery. No other claims against Seller will be allowed unless asserted in writing within 60 days after delivery or, in the case of an alleged breach of warranty, within 30 days after the date within the warranty period on which the defect is or should have been discovered by Buyer. Any action based upon breach of this agreement or upon any other claim arising out of this sale (other than an action by Seller for any amount due to Seller from Buyer) must be commenced within thirteen months from the date of tender of delivery by Seller or, for a cause of action based upon an alleged breach of warranty, within thirteen months from the date within the warranty period on which the defect is or should have been discovered by Buyer.
6. **LIMITATION OF LIABILITY.** UPON NOTIFICATION, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE A DEFECTIVE PRODUCT, OR REFUND THE PURCHASE PRICE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN IF SELLER HAS BEEN NEGLIGENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS.
7. **Contingencies.** Seller shall not be liable for any default or delay in performance if caused by circumstances beyond the reasonable control of Seller.
8. **User Responsibility.** The user, through its own analysis and testing, is solely responsible for making the final selection of the system and Product and assuring that all performance, endurance, maintenance, safety and warning requirements of the application are met. The user must analyze all aspects of the application and follow applicable industry standards and Product information. If Seller provides Product or system options, the user is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products or systems.
9. **Loss to Buyer's Property.** Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer or any other items which become Buyer's property, may be considered obsolete and may be destroyed by Seller after two consecutive years have elapsed without Buyer placing an order for the items which are manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.
10. **Special Tooling.** A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture Products. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus belonging to Seller which is utilized in the manufacture of the Products, even if such apparatus has been specially converted or adapted for

such manufacture and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time.

11. **Buyer's Obligation; Rights of Seller.** To secure payment of all sums due or otherwise, Seller shall retain a security interest in the goods delivered and this agreement shall be deemed a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect its security interest. Seller shall have a security interest in, and lien upon, any property of Buyer in Seller's possession as security for the payment of any amounts owed to Seller by Buyer.
12. **Improper use and Indemnity.** Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including attorney fees), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (a) improper selection, improper application or other misuse of Products purchased by Buyer from Seller; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller's use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Product; or (d) Buyer's failure to comply with these terms and conditions. Seller shall not indemnify Buyer under any circumstance except as otherwise provided.
13. **Cancellations and Changes.** Orders shall not be subject to cancellation or change by Buyer for any reason, except with Seller's written consent and upon terms that will indemnify, defend and hold Seller harmless against all direct, incidental and consequential loss or damage. Seller may change product features, specifications, designs and availability with notice to Buyer.
14. **Limitation on Assignment.** Buyer may not assign its rights or obligations under this agreement without the prior written consent of Seller.
15. **Entire Agreement.** This agreement contains the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of the agreement. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter are herein merged.
16. **Waiver and Severability.** Failure to enforce any provision of this agreement will not waive that provision nor will any such failure prejudice Seller's right to enforce that provision in the future. Invalidity of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.
17. **Termination.** This agreement may be terminated by Seller for any reason and at any time by giving Buyer thirty (30) days written notice of termination. In addition, Seller may by written notice immediately terminate this agreement for the following: (a) Buyer commits a breach of any provision of this agreement (b) the appointment of a trustee, receiver or custodian for all or any part of Buyer's property (c) the filing of a petition for relief in bankruptcy of the other Party on its own behalf, or by a third party (d) an assignment for the benefit of creditors, or (e) the dissolution or liquidation of the Buyer.
18. **Governing Law.** This agreement and the sale and delivery of all Products hereunder shall be deemed to have taken place in and shall be governed and construed in accordance with the laws of the State of Ohio, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Cuyahoga County, Ohio with respect to any dispute, controversy or claim arising out of or relating to this agreement. Disputes between the parties shall not be settled by arbitration unless, after a dispute has arisen, both parties expressly agree in writing to arbitrate the dispute.
19. **Indemnity for Infringement of Intellectual Property Rights.** Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as provided in this Section. Seller will defend and indemnify Buyer against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets ("Intellectual Property Rights"). Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on an allegation that a Product sold pursuant to this Agreement infringes the Intellectual Property Rights of a third party. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of such allegations of infringement, and Seller having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If a Product is subject to a claim that it infringes the Intellectual Property Rights of a third party, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Product, replace or modify the Product so as to make it noninfringing, or offer to accept return of the Product and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, Seller shall have no liability for claims of infringement based on information provided by Buyer, or directed to Products delivered hereunder for which the designs are specified in whole or part by Buyer, or infringements resulting from the modification, combination or use in a system of any Product sold hereunder. The foregoing provisions of this Section shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights.
20. **Taxes.** Unless otherwise indicated, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of Products.
21. **Equal Opportunity Clause.** For the performance of government contracts and where dollar value of the Products exceed \$10,000, the equal employment opportunity clauses in Executive Order 11246, VEVRAA, and 41 C.F.R. §§ 60-1.4(a), 60-741.5(a), and 60-250.4, are hereby incorporated.

LONGEVITY PINS:

Shane Gordon - 10 years - Filter Department

James Creekmur - 15 years - Light Department

Harlan Gipson - 15 years - Light Department

Chris Melton - 25 years - Light Department