


Response to request for bid



Marshall County Fiscal Court
Mechanical CPR Device Bids
1101 Main Street
Benton, KY 42025
Re: Response to Request for LUCAS 3, v3.1
chest compression
Due: 12/15/2020
Bidder: Stryker Sales Corporation, through its
Medical Division



12/04/2020

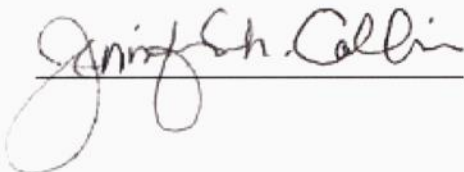
Marshall County Fiscal Court,

Thank you for this opportunity to respond to the medical equipment needs of Marshall County Fiscal Court. Stryker presents the following proposal for your consideration.

It has been our intent to provide Marshall County Fiscal Court with all requested information in the proper format. Stryker is one of the world's leading medical technology companies and together with our customers, we are driven to make healthcare better. The Company offers a diverse array of innovative products and services in Orthopedics, Medical and Surgical, and Neurotechnology and Spine, which help improve patient and hospital outcomes. Stryker is active in over 100 countries around the world. Please visit our website at www.stryker.com for additional information about our LUCAS and other product lines.

If you have any questions regarding our response please contact our office directly at bidsinbox@stryker.com or by phone at 800-442-1142,

Sincerely,



Jennifer Collins
Manager, Strategic Pricing and Contracts
Stryker
Emergency Care
11811 Willows Road NE
Redmond, WA 98052-2003
Fax: 425-867-4970
bidsinbox@stryker.com

Together with our customers we are driven to make healthcare better.



Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



Sections

- 1 Response to Request for Proposal**
- 2 Pricing and Warranty**
- 3 Product Information**

Section 1

Reponse to Bid

BID NOTICE

The Marshall County Fiscal Court is currently accepting bids on four (4) mechanical cardiopulmonary resuscitation (CPR) devices. Devices must have WIFI capabilities and post-event recording as well as adjustable compression rate, depth, and ventilation alerts. Bid specifications may be obtained by contacting Marshall County Ambulance Service at 270-527-1243. The Fiscal Court reserves the right to reject any or all bids.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
STRYKER SALES CORPORATION

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2825 AIRVIEW BLVD

6 City, state, and ZIP code
KALAMAZOO, MI 49002

7 List account number(s) here (optional)

Requester's name and address (optional)

Medical Division PHYSICAL Address:
3800 E. Centre Ave.
Portage, MI 49002

Medical Division REMIT TO Address:
PO Box 93308
Chicago, IL 60673-3308

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	8	-	2	9	0	2	4	2	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1-1-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Exceptions and Clarifications

Stryker Sales Corporation, through its Medical division ("Stryker") is taking the following exceptions and clarifications to the Following Bid.

Notwithstanding any required signatures of Stryker submitted in connection with the Bid documents, the terms and conditions contained in the Bid are only a non-binding statement of the intentions of Stryker and no legal rights or obligations of either party are created with respect to any matters contemplated therein. No terms and conditions are binding on the parties unless and until a definitive agreement with the respect to the transaction is signed by both parties (the "Definitive Agreement"). The Definitive Agreement will supersede and replace those contained in the Bid.

Notwithstanding anything to the contrary, the parties agree that the following provisions shall be binding upon the parties: (1) to the extent possible under the law, each of the parties shall treat the contents of the Bid as confidential, and (2) during the course of negotiating the Definitive Agreement none of the parties (nor any agent, representative or affiliate thereof) shall directly or indirectly disclose to any third party the contents of the Bid or any discussions relating to the Bid or the Definitive Agreement, except to their agents or representatives who have a need to know in connection with the negotiation of the Definitive Agreement.

Purchase & Sale Agreement

Date:

Contract Number
Customer Number

Customer

Effective Date Date of last
signature Below

Contact Name

Expiration Date 1

Address
City, State, Zip
Phone
Fax

Sales Representative

Email

This Purchase and Sale Agreement ("Agreement") is entered into as of the Effective Date entered above by and between Customer and Stryker Sales Corporation, a Michigan corporation, through its Medical division ("Stryker").

RECITALS

- I. Stryker is engaged in the manufacture and supply of medical equipment, data management products, and related supporting equipment and accessories ("Products").
- II. Customer provides healthcare services which, from time to time require the use of Products supplied by Stryker and Customer intends to acquire these products from Stryker.
- III. The parties enter into this Agreement to identify the terms and conditions upon which Stryker will make its Products available to Customer.

NOW, THEREFORE, Customer and Stryker agree as follows:

1. **Terms of Sale.** The purpose of this Agreement is to allow Customer access to Products at discounted pricing, based on Customer's agreement to meet the Conditions set forth in Paragraph 2.
2. **Conditions.** Intentionally omitted.
3. **Term.** This Agreement begins on the Effective Date and will expire on the Expiration Date listed above. Thereafter, and subject to the provisions below headed, "Termination", this Agreement shall automatically renew from month to month for a period of up to three (3) months. This Agreement will then terminate in its entirety, unless extended by mutual agreement of the Parties.
4. **Pricing.** Stryker extends to Customer an offer to purchase the Products described in Exhibit "A" at the net prices therein indicated. Not more frequently than annually, Stryker may adjust the prices for Products in an amount not to exceed three percent (3%) of the then-current price. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods covered by this document. Taxes will be invoiced in addition to the price of the goods covered by this document unless Stryker received a copy of a valid exemption certificate prior to delivery.
5. **Authorized Purchasers.** If Customer is affiliated with certain other facilities involved in the delivery of healthcare services, those facilities are identified in Exhibit "B". The parties intend that the terms of this Pricing Agreement be extended to the facilities identified in Exhibit "B".
6. **Payment.** Stryker will invoice on shipment. Customer shall pay Stryker's invoice net thirty (30) days from invoice date.
7. **Minimum Order Quantity.** Stryker requires a minimum order of \$200.00.
8. **Shipping and Delivery.** Delivery shall be F.O.B. Stryker's shipping point, and title shall pass to Customer on delivery to a shipper. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Customer, Stryker will obtain transportation on Customer's behalf and for the Customer's account. Delivery dates are approximate and governed by the provisions in the paragraph entitled "Delays" below. Freight is prepaid by Stryker and absorbed.

9. **Delays.** Delivery dates are approximate. Stryker will not be liable for any loss or damage of any kind due to delays in delivery or from non-delivery resulting from an event of Force Majeure. Any such delay shall not be considered a breach by Stryker and Customer's Agreement and delivery dates shall be extended for the length of such delay.
10. **Inspections.** Within 30 days of receipt of a shipment, Customer shall notify Stryker of any claim for Product damage or nonconformity. Stryker, at its sole option and discretion, may repair or replace a Product to bring it into conformity. Return of any Product by Customer shall be governed by the provisions of paragraph entitled "Returned Products" below. Payment of Stryker's invoice is not contingent on immediate correction of nonconformities.
11. **Warranty.** Stryker provides a Limited Warranty on its Products, the current warranty is set forth at Exhibit "C". STRYKER DISCLAIMS ANY IMPLIED WARRANTY ON ANY PRODUCTS. SPECIFICALLY, AND NOT BY WAY OF LIMITATION, STRYKER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Stryker reserves the right to modify this warranty for future purchases.
12. **Returned Product.** Stryker will accept the return of any Product under any of the following circumstances:
 - a) the Product is shipped in error;
 - b) the Product is shipped after the Product's expiration date;
 - c) the Product is received by the Customer in a damaged, defective, or nonconforming condition;
 - d) Supplier specifically authorizes the return of the Product; or
 - e) the Product is recalled and must be removed from the market.

Stryker will accept the return of any Product for a full credit if Customer returns the Product to Stryker (a) within 30 working days from the date the Customer receives the Product, or (b) within 30 working days from the date the Customer receives notice of recall, if applicable. Customer acknowledges that Products have varying shelf lives and that certain restrictions and/or restocking charges may apply to Products returned after the applicable 30-day time period.

If Customer desires to return a Product, Customer must call its local Stryker representative or Stryker's regional sales office for information on credit or replacement of any purchased and non-expired Product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the Product to Stryker in its original packaging, unopened, and undamaged, except for Product(s) that are received by in a damaged, defective, or nonconforming condition, which Products may be returned in their existing condition. Stryker will not accept the return of a non-defective and conforming Product if Customer breaks the security seal on the Product.

13. **Authorized Distributor.** Customer may make purchases under this Agreement through an authorized distributor. Should Customer elect to use a distributor to make purchases, Customer shall identify the distributor in writing to Stryker. On the condition that such distributor agrees in writing to: (i) identify on a purchase order or other written document its purchases for Customer; (ii) to ship such Product(s) only to Customer; and (iii) to otherwise accept the terms of this Agreement, Stryker will extend the terms of this Agreement to the distributor.
14. **Patent Indemnity.** Upon receipt of prompt notice from Customer and with Customer's authority and assistance, Stryker agrees to defend, indemnify and hold Customer harmless against any claim that the Stryker Products covered by this Agreement directly infringe any United States Patent.
15. **No Resale.** Customer agrees that Products purchased hereunder will not be resold to third parties or reshipped to any persons or places prohibited by the laws of the United States of America.
16. **Intellectual Property.** Through the purchase of Stryker Products, Customer does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Products. Customer expressly agrees not to reverse engineer or decompile Products or related software and information.
17. **Confidentiality.** The terms of this Agreement are confidential. Neither party shall disclose confidential information to any third party without the prior written consent of the other party, except where such disclosure is required by law.
18. **Product Training and Support.** Stryker will make appropriate training and education available to physicians, nurses and Customer staff regarding the safe and effective use of Stryker's Products as mutually agreed upon by the parties.

19. **Independent Parties.** The relationship between the parties is that of independent contracting parties. Stryker shall have no power to bind or obligate Customer in any manner. Likewise, Customer shall have no power to bind or obligate Stryker in any manner.
20. **Choice of Law.** The rights and obligations of Stryker and Customer related to this Agreement shall be governed by the laws of the state where Customer is headquartered. In the event of a dispute, the other party shall reimburse all costs and expenses incurred by the substantially prevailing party related to enforcement of its rights under this Agreement including reasonable attorneys' fees.
21. **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate shall be settled by binding arbitration before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall take place in Seattle, Washington, or in the city where Customer is headquartered, and shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each party shall bear an equal share of the arbitrator's fee and administrative fees, however, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including reasonable attorneys' fees of the substantially prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.
22. **Notice.** Any notice to be given by either party to the other must be in writing and may be effected either by personal delivery, delivery by an overnight courier with tracking capability or by United States certified mail, return receipt requested, postage prepaid. Notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other.
23. **Compliance with Federal and State Confidentiality Laws.** Both parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws and regulations. The parties further acknowledge that Stryker may be obligated to Customer to adhere to the business associate requirements of the Standards for Privacy of Individually Identifiable Health Information ("HIPAA Privacy Regulation") published at Title 45 of the United States Code of Federal Regulations parts 160 and 164.
24. **Compliance with Laws.** The parties agree to comply with their respective obligations under federal, state or other applicable laws or regulations and to properly report the value of any discount or rebate earned or received hereunder, if required.
25. **New Technology Pricing.** As mandated by federal laws and regulations, Stryker does not promote products and/or therapies that have not been approved by the U. S. Food and Drug Administration. Upon commercial release of a new product, Stryker will negotiate with Customer regarding the price for the new product and the addition of the new product to this Agreement or an amendment hereto.
26. **Contract Reference.** Orders placed under this Agreement shall make reference to the Contract Number above.
27. **Assignment.** This Agreement and the rights, duties and responsibilities of the parties shall not be assigned to a third party without the prior express written consent of the other, except that Stryker may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Stryker.
28. **Limitation of Liability.** Neither party shall be liable to the other party for special, punitive, incidental, consequential or indirect damages in connection with this Agreement or performance hereunder.
29. **Force Majeure.** Neither party shall be liable to the other party in respect of any delay or failure to perform that results from any event or cause that is beyond the reasonable control of the party obligated to perform including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Stryker's inability to obtain goods from its usual sources.
30. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
31. **Authority.** The parties represent that they have the authority to enter into this agreement. The parties further represent that the terms of this agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.

32. **Entire Agreement.** Stryker agrees to furnish the Products ordered by Customer subject to the terms of this Agreement which reflect the complete agreement between Stryker and Customer regarding the subject of this Agreement and supersede all of the negotiations, understandings, and representations (if any) made by the parties. None of the terms and provisions of this Agreement may be amended, supplemented, waived or changed orally or by terms contained in any purchase order or other documents submitted by Customer, but only by writing signed by each of the parties.
33. **Non-waiver.** The failure by one party to take action or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default
34. **Construction of Agreement.** Each party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either party on the basis that such party drafted this Agreement.
35. **Termination.** Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events:
- a. A material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching party to cure the breach within 30 days of written notice of the breach;
 - b. The insolvency or bankruptcy of the other party;
 - c. Thirty (30) days prior written notice to the other party.
36. **Signatures.** This Agreement may be executed in multiple originals, each of which shall be deemed an original hereof, and all of which constitute one and the same agreement. This Agreement is also valid if signatures are exchanged by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereby indicate their agreement to the terms of this Purchase and Sale Agreement by the signatures of their authorized representatives.

**Stryker Sales Corporation,
Through its Medical Division**

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title _____

Date: _____

Date: _____

Return to:

Stryker Emergency Care
Attn: Contracts Department MS 4S
11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723
Fax: (425) 867-4970

On execution, please scan and return to uscontracts@stryker.com. Thank you.

Section 2

Pricing and Warranty



LUCAS x 4

Quote Number: 10156086

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308
Chicago, IL 60673-3308

Prepared For: MARSHALL COUNTY AMBULANCE SERVICE

Rep: Clark Sewell

Attn:

Email: clark.w.sewell@stryker.com

Phone Number: (615) 403-1828

Quote Date: 10/22/2020

Expiration Date: 03/01/2021

Delivery Address

End User - Shipping - Billing

Bill To Account

Name: MARSHALL COUNTY
AMBULANCE SERVICE

Name: MARSHALL COUNTY
AMBULANCE SERVICE

Name: MARSHALL COUNTY
AMBULANCE SERVICE

Account #: 1284284

Account #: 1284284

Account #: 1198366

Address: 505 GEORGE MCCLAIN DR
BENTON
Kentucky 42025

Address: 505 GEORGE MCCLAIN DR
BENTON
Kentucky 42025

Address: PO BOX 533
BENTON
Kentucky 42025

Equipment Products:

	Product	Description	Qty	Sell Price	Total
2.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	4	\$13,761.50	\$55,046.00
2.0	11576-000060	LUCAS Desk-Top Battery Charger	4	\$824.14	\$3,296.56
3.0	11576-000071	LUCAS External Power Supply	4	\$270.00	\$1,080.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	8	\$535.00	\$4,280.00
Equipment Total:					\$63,702.56

Price Totals:

Grand Total: \$63,702.56

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



LUCAS x 4

Quote Number: 10156086

Version: 1

Prepared For: MARSHALL COUNTY AMBULANCE SERVICE

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Clark Sewell

Email: clark.w.sewell@stryker.com

Phone Number: (615) 403-1828

Quote Date: 10/22/2020

Expiration Date: 03/01/2021

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Limited warranty

US/Latin America/South America

Subject to the limitations and exclusions set forth below, the following Stryker products which are purchased from authorized Stryker representatives or authorized resellers for use in the United States of America, Latin America and South America and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below.

Eight years

- LIFEPAK® CR2 defibrillator
- HeartSine® samaritan® PAD automated external defibrillators
- LIFEPAK CR® Plus automated external defibrillator and internal battery system

Five years

- LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)
- LIFEPAK 20/20e defibrillator/monitor
- LIFEPAK 1000 defibrillators
- LIFEPAK EXPRESS® automated external defibrillator and internal battery system

Two years

- CodeManagement Module®
- LIFEPAK 1000 trainer

One year

- LIFEPAK 15 monitor/defibrillator
- LUCAS® Chest Compression System
- LIFEPAK 500T trainer
- LIFEPAK CR-T trainer
- Internal Battery System for LIFEPAK 20/20e
- Battery charging systems and power adapters
- Batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- Masimo SET® Rainbow® reusable sensors
- TrueCPR™ Coaching Device

180 days

- Masimo® cables and Masimo SET SpO2 sensors

90 days

- CHARGE-PAK Charging Unit
- LIFEPAK 15 monitor/defibrillator ACLS Training Device
- LIFEPAK 20/20e defibrillator/monitor ACLS Training Device
- Installed repair parts
- All other product accessories

30 days

- Internal paddles and internal paddle handles

Limited warranty time limits begin on the date of delivery to the First Owner.*

Stryker warrants neither error-free nor interruption-free performance. The sole and exclusive remedy of the First Owner under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Stryker. To qualify for the repair or replacement, the product must have been continuously owned by the First Owner and not have been repaired or altered outside of an authorized Stryker factory in any way which, in the judgment of Stryker, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting. The product must not have been subjected to misuse, abuse or accident.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

Except for the Limited Warranty provided above, **STRYKER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

* First Owner means the first purchaser or lessee of the products listed above, directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the purchaser's corporate affiliates.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care

Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, LIFEPAK, LIFEPAK CR, LIFEPAK EXPRESS, LUCAS, TrueCPR, Stryker, Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

GDR 3315920_G
Copyright © 2019 Stryker

Stryker
11811 Willows Road NE
Redmond, WA 98052
Toll free 800 442 1142
strykeremergencycare.com

Stryker Canada
2 Medicorum Place
Waterdown, Ontario
L8B 1W2
Canada
Toll free 800 668 8323




Emergency Care Returned Product Policy

If Customer desires to return a purchased product, Customer must call its local Stryker representative or the Stryker regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Stryker in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Stryker, which product may be returned in its existing condition. Stryker will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product.

Stryker will provide an RMA and accept the return of any product under any of the following circumstances:

- a) Stryker shipped the product in error;
- b) Customer received the product after the product's expiration date;
- c) Customer received the product in a damaged condition;
- d) The product is recalled and must be removed from the market; or
- e) Stryker specifically authorizes the return of the product (a 15% restocking fee may apply).



Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Stryker will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Grand Rapids MI Office 50 Louis Street NW Suite 200 Grand Rapids MI 49503 USA	CONTACT NAME: PHONE (A/C. No. Ext): (616) 456-5366 FAX (A/C. No.): (616) 456-7451		
	E-MAIL ADDRESS: 		
INSURED Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570080229706 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31274720	02/01/2020	02/01/2021	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Phys Dmge-Self Insc			MWC 312744-20	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	MWC31274320 AOS MWXS31274520 Excess WC - MI	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE HOLDER **CANCELLATION**

Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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Section 3

Product Information

stryker

LUCAS[®] 3, v3.1

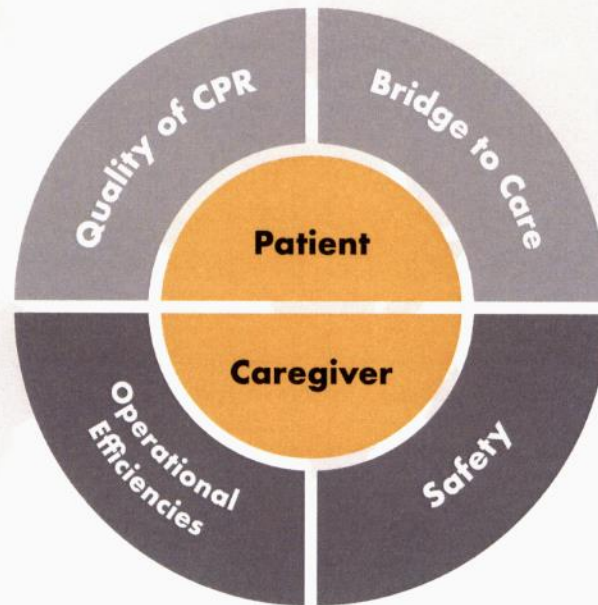
Chest Compression System



Your partner in life support

Consistency. It's a powerful thing.

The LUCAS Chest Compression System helps emergency care teams around the world do what they do best — save lives. With high-quality chest compressions and fewer interruptions than manual CPR, LUCAS is your partner that will administer Guidelines-consistent, high-quality compressions until the job is done.



CPR quality

- Delivers Guidelines-consistent, high-quality chest compressions at recommended rate and depth while allowing for chest recoil
- Fewer interruptions, compared to manual CPR, leading to higher compression ratios^{1,2} and increased blood flow to the brain^{3,4}
- Higher EtCO₂ values, compared to manual CPR, indicative of higher chance of ROSC⁵

Operational efficiencies

- Calms the event and reduces stress by eliminating the need to manage a compression rotation schedule
- Frees up care givers to focus on other tasks
- Utilizes data integration capabilities to enhance post event analysis and quality improvement efforts

Bridge to care

- Overcomes caregiver fatigue by providing Guidelines-consistent chest compressions for multiple hours if required*
- Allows for hands-free, high-quality chest compressions during transport^{1,6}
- Extends reach of care and allows for treatment of underlying cause during CPR (e.g. ECMO/PCI)²²

Safety

- Rescuers can avoid awkward and potentially dangerous situations when performing CPR during patient transport
- Potential to reduce CPR-related injuries to the CPR provider
- Reduces X-ray exposure of CPR provider during PCI

* When using multiple batteries or an external power source. Battery typically lasts for 45 minutes of operation

Proven. Safe. Effective.



For over 15 years the LUCAS Chest Compression System has been helping lifesaving teams around the world deliver high performance, Guidelines-consistent chest compressions to cardiac arrest patient in the field, on the move and in the hospital.

The LUCAS device has been proven safe and effective in a large randomized controlled trial, the highest level of clinical evidence.¹⁰

LUCAS by the numbers

25,000+

With over 25,000 devices in the global market, a patient is treated approximately every 2 minutes^{7,8}

16,830

In a successful 2 hour 45 minute resuscitation, LUCAS administered 16,830 Guidelines-consistent compressions⁹

>99%

Operational reliability in clinical use¹⁰

+60%

Increased blood flow to the brain vs. manual CPR³

>99%

of survivors had good neurological outcomes in large randomized LINC trial¹⁰

95%

of patients fit in the LUCAS device^{10,11}



“We know CPR is difficult to do well. People slow down. They don’t always do it appropriately — even professional rescuers. A machine doesn’t get tired; it is consistent, and consistency is key.”

—Charles Lick, MD, Medical Director, Allina Medical Transport & Emergency Department Director, Buffalo NY Hospital²³

Your power to improve CPR quality

Less interruptions to CPR on the scene and during transport

30-40% of patients who have achieved return of spontaneous circulation (ROSC) on the scene will re-arrest prior to hospital arrival and may require CPR during transportation.^{20,21}

On-scene¹

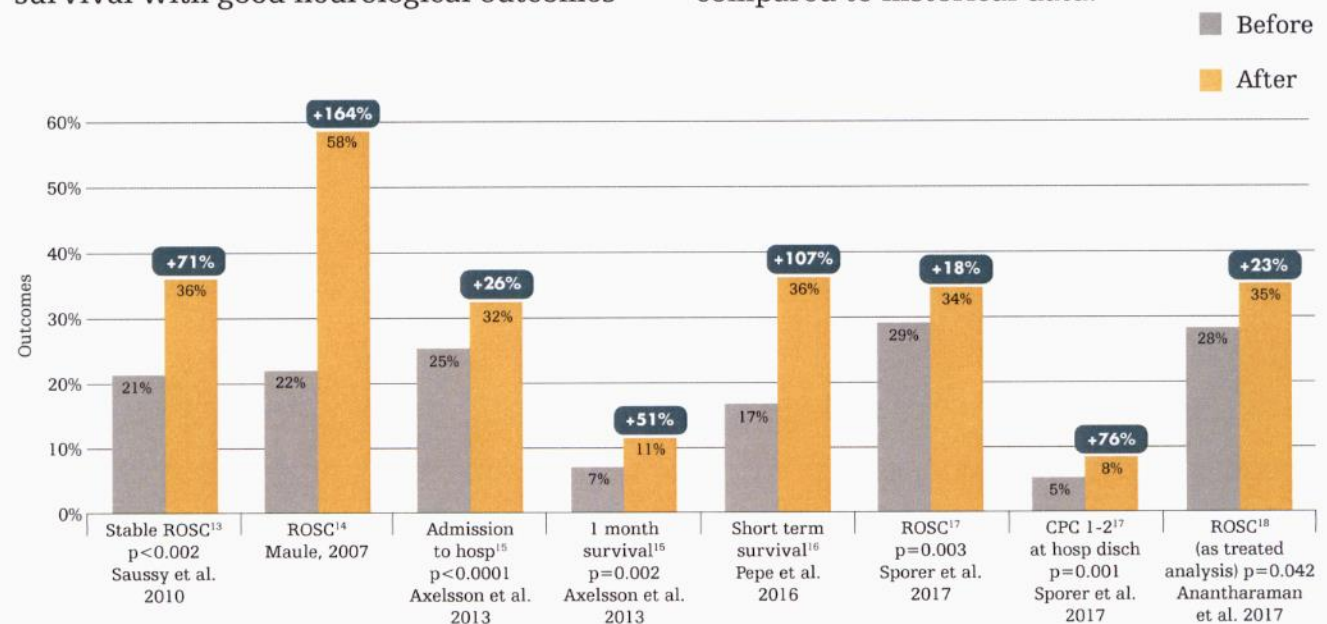


During transportation¹



LUCAS can contribute to improved outcomes

Systems of care implementing LUCAS together with a comprehensive approach to resuscitation* have shown increased ROSC rates¹³⁻¹⁷ as well as improved survival with good neurological outcomes^{15,17,19} compared to historical data.



*May include additional therapies or changes of protocols

LUCAS 3, v3.1 at a glance

7 seconds

The two-step application (back plate, then upper part) makes the LUCAS device quick and easy to deploy, as short as a median 7 second interruption time when transitioning from manual CPR.¹²

Battery allows for 45 min continuous run time. Plug in the external power supply for prolonged operation/charging



Top window for quick battery check

Compact, lightweight carrying case included with every device



The carbon fiber LUCAS PCI back plate (optional) is intended specifically for use in the cath lab, with its radiotranslucent material minimizing image shadows



Wi-Fi® connectivity for device Post-Event reports and asset notifications over e-mail

Comprehensive post-event analysis of LUCAS and LIFEPAK® data in CODESTAT™ 11 data review software

Patient straps secure patient arms during transport

Release Rings to remove the upper part from the back plate

Stabilization strap helps keep device in correct position on patient

LUCAS 3



Disposable suction cup with optional pressure pad release during ventilations

Compression rate can be set at 102, 111 or 120 to meet unique protocols

LUCAS



LUCAS

Standard low profile back plate, easy to place

High-quality CPR

Even if the patient lies upon a soft surface, the LUCAS device delivers Guidelines-consistent depth, overcoming the “mattress effect”.

What's new with v3.1?*

The LUCAS 3, v3.1 was designed with enhanced data capabilities to allow for better post-event reporting and asset management. With Wi-Fi and Bluetooth connectivity, your LUCAS device can be configured to meet your protocols within your LIFENET account. Integration with CODE-STAT 11 now allows for precise and timely post-event reviews that can help with training and quality improvements.

Setup options



Increase compression rate **without** sacrificing depth. Compression rate can be fixed or variable during operation at 102, 111, or 120 compressions per minute while still maintaining desired depth between 1.8 to 2.1 inches/45 to 53mm (depth fixed during operation).



Adjustable depth: 1.8 and 2.1 \pm 0.1 inches / 45 to 53 \pm 2mm (fixed during operation)



Audible CPR timer:
1-15 minutes
(in 1 min. increments)



Adjust ventilation alerts, pause length and count



Optional pressure pad release (0.4 inches/10 mm) allows for chest rise during ventilation



Auto-lowering of piston (AutoFit or QuickFit)

* Setup options should be changed only under the direction of a physician knowledgeable in cardiopulmonary resuscitation who is familiar with the literature in this area

Connected care



Post-Event reporting

Key metrics and dashboards:

- Compression time, ratio, and rate
- Count, number of pauses > 10 sec.
- Duration of longest compression pauses
- Visual timeline of the event



Post-Event reporting

CODE-STAT 11 allows for LUCAS Post-Event Reports to be merged with reports from LIFEPAK 15 and LIFEPAK 20/20e devices.

Merged reports give a comprehensive view of cardiac arrest cases and can be used in quality improvement and training efforts.



Asset management

LIFENET offers easily accessible asset dashboard for fleet status at latest device check-in.

Gives notifications of expiring and expired LUCAS batteries.



Selected specifications

For further details on specifications, please see the LUCAS 3, v3.1 Data Sheet (GDR 3336665) or LUCAS 3, v3.1 Instructions for Use.

Therapy

- Rate: 102 ± 2 compressions per minute
- Depth: 2.1 ± 0.1 inches / 53 ± 2 mm*
- Compression duty cycle: $50 \pm 5\%$
- ACTIVE 30:2 mode: 30:2 compression to ventilation ratio
- ACTIVE Continuous mode
- Ventilation alerts and pauses

Above specifications are factory default settings and for nominal patients. The LUCAS 3, v3.1 setup options allows you to tailor rate, depth and ventilation alerts and pauses within certain values, as well as setting up an optional audible timer, sending device data reports and connecting to Wi-Fi networks.

*For smaller patients with sternum height less than 7.3 inches / 185 mm: 1.5 to 2.1 ± 0.1 inches / 40 to 53 ± 2 mm

Device

Dimension

- Assembled (HxWxD):
22.0 x 20.5 x 9.4 inches / 56 x 52 x 24 cm
- In carrying case (HxWxD):
22.8 x 13.0 x 10.2 inches / 58 x 33 x 26 cm

Weight

- Device with Battery (no straps): 17.7 lbs / 8.0 kg
- Battery: 1.3 lbs / 0.6 kg

Environment

- Operating temperature:
 $+32^{\circ}\text{F}$ to $+104^{\circ}\text{F}$ / $+0^{\circ}\text{C}$ to $+40^{\circ}\text{C}$
 -4°F / -20°C for 1 hour after storage at room temperature
- Storage temperature:
 -4°F to $+158^{\circ}\text{F}$ / -20°C to $+70^{\circ}\text{C}$
- Device IP classification (IEC 60529): IP43

Eligible patients

- No patient weight limitation
- Chest height: 6.7 to 11.9 inches / 17.0 to 30.3 cm
- Maximum chest width: 17.7 inches / 44.9 cm

Power specifications

Power source: Proprietary battery alone or with external power supply or car power cable

Battery

- Type: Rechargeable Lithium-ion Polymer (LiPo)
- Capacity: 3300 mAh (typical), 86 Wh
- Voltage (nominal): 25.9 V
- Run time (nominal patient): 45 minutes (typical).
Extended run time connecting to external power supply
- Service life: Recommendation to replace battery every 3 to 4 years or after 200 uses

Power supply

- Input: 100-240VAC, 50/60Hz, 2.3A, Class II
- Output: 24VDC, 4.2A
- Car power cable: 12-28VDC/0-10A
- Charging (at room temperature, $+72^{\circ}\text{F}$ / $+22^{\circ}\text{C}$)
Using external power supply:
 - Less than two hours
- Using external battery charger:
 - Less than four hours

Your partner in life support



—in the **field**



—on the **move**



—in the **hospital**

Reference:

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7. Based on internal and external marketing and financial data (as of August, 2018).
8. If each device is conservatively used 1/month.
9. Case study Regions Hospital St. Paul, GDR 3318844_A.
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The LUCAS 3 device is for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., transport, extended CPR, fatigue, insufficient personnel).

Physio-Control is now part of Stryker.

For further information, please contact your Stryker or Physio-Control representative or visit our website at www.physio-control.com

Physio-Control Headquarters

11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support

P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

Physio-Control Canada

Physio-Control Canada Sales, Ltd.
45 Innovation Drive
Hamilton, ON
L9H 7L8
Canada
Toll free 800 895 5896
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Jolife AB, Scheelevägen 17, Ideon Science Park, SE-223 70 LUND, Sweden

Americans most thankful for family this Thanksgiving

BY AARON EARLS
BAPTIST PRESS

NASHVILLE — Even though the pandemic may change Thanksgiving celebrations this year, Americans still express thankfulness for their family and friends.

According to a survey from Nashville-based LifeWay Research, more than 4 in 5 Americans (84%) say they are thankful for their family. Sizeable majorities also note being thankful for health (69%), friends (63%) and memories (63%).

Around half point to personal freedom (53%) and stability (47%). More than 2 in 5 are thankful for fun experiences (45%) and opportunities (42%).

A third of Americans will spend Thanksgiving being grateful for their achievements (33%), while 1 in 5 (21%)

express thankfulness for their wealth. The average person chose five things on the list for which they are thankful.

"In a year that has been difficult for most, Americans still express a lot of thanks," said Scott McConnell, executive director of LifeWay Research. "This year of loss and division does not mean people have an absence of good things for which to be grateful."

Compared to a 2016 LifeWay Research survey, fewer Americans expressed thankfulness for almost all of the options.

Four years ago, prior to the COVID-19 pandemic and the subsequent social distancing guidelines and regulations, more Americans said they were thankful for health (77% to 69% in 2020) and personal freedom (72% to 53%).

Other choices that also saw significant decreases from 2016 to 2020 include friends (71% to 63%), opportunities (59% to 42%), fun experiences (53% to 45%), achievements (51% to 33%) and wealth (32% to 21%).

Compared to other Americans, those with evangelical beliefs are more likely to say they are thankful for family (90% to 82%), health (80% to 66%), personal freedoms (69% to 50%), memories (68% to 61%), stability (56% to 45%), opportunities (56% to 38%) and achievements (38% to 31%).

When Americans give thanks on the last Thursday of November, most say they express their gratitude toward their family and God. Around 2 in 3 say they typically give thanks to family (68%) and God (67%), while 42% say they are grateful to their friends.

Fewer say they are thankful to themselves (16%) and fate (10%). Even fewer say they don't give thanks (4%).

"Giving someone else thanks is not a given on Thanksgiving," said McConnell. "But four times as many people give thanks to family or God than choose to thank themselves."

This year, both family and friends saw 11-point jumps from 2016 when 57% were thankful to family and 31% to friends.

Thankfulness to myself (8% in 2016 to 16%) and fate (4% to 10%) also grew substantially in the past four years.

The percentage of those who say they are thankful to God in 2020 (67%) is similar to that of 2016 (65%).

Among self-identified Christians, those who attend worship services weekly are the most

likely to express thanksgiving toward God this time of year (94%). Those with evangelical beliefs are more likely than other Americans to say they are thankful to God (96% to 60%).

Protestants (83%) are more likely than Catholics (72%) and those belonging to other religions (62%). A third of religiously unaffiliated Americans (32%) are grateful to God on Thanksgiving.

Younger Americans are more likely to say they are thankful to themselves than older Americans. A quarter of those aged 18 to 34 (24%) and 19% of 35- to 49-year-olds say they thank themselves on Thanksgiving, compared to 9% of those aged 50 to 64 and 6% of Americans 65 and older.

For more information, visit the complete report or view LifeWayResearch.com.

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15 WORDS OR LESS: \$9.50

Contact: Gerry K. Gilbert, Office Manager (p) 527-3162 (f) 527-4567 features@tribunecourier.com

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1, 2 and 3 bedroom luxury apartments in Benton 527-2886.

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HARDIN Apartments is now accepting applications for 2 and 3 bedroom units. Apply at 111 Poplar St, Benton, KY or call 527-1311. Equal Housing Opportunity. TDD #711. Rent is based on income.

0955 LEGALS
NOTICE Pursuant to KRS 65A.040, the Kentucky Department for Local Government hereby gives public notice that as of October 15, 2020 Marshall County Sanitation District #2 is in violation of Kentucky

0955 LEGALS
Law for failure to comply with the reporting requirements of KRS 65A.020. Fiscal Year 2019 Year-end Actuals, Fiscal Year 2020 Registration/Payment, Budget Estimates, Budget Amendments, Year-end Actuals, Fiscal Year 2021 Registration/Payment, Budget Estimates, Budget Amendments, Year-end Actuals.

0955 LEGALS
NOTICE Pursuant to KRS 65A.040, the Kentucky Department for Local Government hereby gives public notice that as of October 15, 2020 Marshall County Sanitation District #2 is in violation of Kentucky

0955 LEGALS
Kelly Wilson, The Department for Local Government encourages this advertisement was paid for by Marshall County Sanitation District #2 using taxpayer dollars per KRS 65A.040 (3) (c).

0955 LEGALS
NOTICE Pursuant to KRS 65A.040, the Kentucky Department for Local Government hereby gives public notice that as of October 15, 2020 Marshall County Sanitation District #2 is in violation of Kentucky Law for failure to comply with the reporting requirements of KRS 65A.020 Fiscal Year 2020

0955 LEGALS
Budget Estimates, Budget Amendments, Year-end Actuals, Fiscal Year 2021 Registration/Payment, Budget Estimates, Budget Amendments, Year-end Actuals. The point of contact for Marshall County Sanitation is Robert Ham who may be reached at (270) 527-3628 and/or P. O. Box 432 Benton, KY, 42025. Board Members are: Randy Green, Robert Turner, Kelly Wilson, Ricky Sirls, Allen Beard. The Department for Local Government encourages

SMART
The smart buyer always the "classified" first!

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Looking for the perfect place to call home? Check out the "For Rent" ads in our classifieds!

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OPEN POSITIONS
Marshall County
Accepting applications for part-time positions. Must be: 55+ years of age. Meet low income guidelines. Looking for employment. LET US HELP YOU RE-ENTER THE WORKFORCE. 270-527-0059 www.godaddy.com/programs/center

BID NOTICE
The Marshall County Fiscal Court is currently accepting bids on four (4) mechanical cardiopulmonary resuscitation (CPR) devices. Devices must have WiFi capabilities and post-event recording as well as adjustable compression rate, depth, and ventilation alerts. Bid specifications may be obtained by contacting Marshall County Ambulance Service at 270-527-1243. The Fiscal Court reserves the right to reject any or all bids.

LEGAL NOTICE
MARSHALL DISTRICT COURT
TIFFANY FRALICK GRIFFITH, CLERK
80 JUDICIAL DRIVE, UNIT 101
BENTON, KY 42025
THE FOLLOWING ESTATE FIDUCIARY APPOINTMENTS HAVE BEEN MADE IN THE MARSHALL DISTRICT COURT BY DISTRICT JUDGE JACK TALLE. ALL CLAIMS AGAINST THESE ESTATES SHOULD BE FILED WITH THE FIDUCIARY WITHIN 6 MONTHS OF DATE OF QUALIFICATION.
11/18/2020 KELLY BARRETT, 720 CYPRESS ROAD BENTON KY 42025 IS APPOINTED AS ADMINISTRATRIX FOR THE ESTATE OF JEFFREY BARRETT, 1001 ORCHARD STREET APT 2 BENTON KY 42025. ATTORNEY WILLIAM ADAMS III, P.O. BOX 1419 MURRAY KY 40271.
11/18/2020 RUBEN VAUGHN, 246 MADDEN STREET CALVERT CITY KY 42009 IS APPOINTED ADMINISTRATOR FOR THE ESTATE OF PHYLLIS VAUGHN, 246 MADDEN STREET CALVERT CITY KY 42029.
11/18/2020 HENEE HENSON, P.O. BOX 905 TABOT TN 37877 IS APPOINTED EXECUTRIX FOR THE ESTATE OF WAYNE MARONEY, 119 MASON MYERS LANE BENTON KY 42025. ATTORNEY GREG CARTER, P.O. BOX 259 BENTON KY 42025.
11/19/2020 TEDDY WYNN, 347 COX CREEK DRIVE BENTON KY 42025 IS APPOINTED ADMINISTRATOR FOR THE ESTATE OF WILLIAM MILLER, 347 COX CREEK DRIVE BENTON KY 42025. ATTORNEY KIP MATHIS, P.O. BOX 450 BENTON KY 42025.
ANY PERSONS DESIRING TO FILE EXCEPTIONS TO THE FOLLOWING FINAL SETTLEMENTS SHOULD PRESENT SAME TO THE CLERK OF THIS COURT ON OR BEFORE 12/10/2020
11/18/2020 JAMES K. STRAER, ADMINISTRATOR FOR THE ESTATE OF GARRETT STRADER.
11/18/2020 SHEILA BUTLER AND ADAM MORELAND, CO-EXECUTORS FOR THE ESTATE OF JOSEPH SHALLETTER.
11/18/2020 ROBERT WILLIE, ADMINISTRATOR FOR THE ESTATE OF DAVID WILLIE.

The Housing Authority of Benton (E.H.O.)
The Housing Authority of Benton is now accepting applications for 0 to 4 bedroom apartments in Benton and Calvert City
For more information, call 527-3626
Working Families, handicapped & elderly receive first preference

WALNUT COURT APARTMENTS BENTON HOUSING
Now accepting applications for 1 bedroom units. Must be 62, handicapped or disabled.
Phone (270) 527-3626

COMMONWEALTH OF KENTUCKY MARSHALL CIRCUIT COURT NOTICE OF MASTER COMMISSIONER SALES
The Master Commissioner will offer for sale on or about the hour of 1:00 p.m. Thursday, December 10, 2020, at public auction to the highest bidder on the "lot" of the Marshall County Courthouse (Main Street side), 101 Main Street, Benton, KY. In case of inclement weather, the sale shall be held on the second floor, Fiscal Court courtroom, the following described properties. Health and safety measures to include social distancing and the use of facial coverings over the nose and mouth will be required at sales. For complete legal description and source of title see the Judgment and Order of Sale in each case.
At the time of sale, the successful bidder shall either pay full cash or make a deposit of ten percent (10%) of the purchase price with the balance on credit for thirty (30) days. If the purchase price is not paid in full, the successful bidder shall execute a bond at the time of sale with sufficient surety to secure the unpaid balance of the purchase price. The bond shall bear interest at the rate the judgment bears from the date of sale until paid. In the event the successful bidder is the Plaintiff, then in lieu of the deposit, the Plaintiff shall be allowed to bid on credit up to the judgment amount. The purchaser shall be responsible for ad valorem taxes due in the year 2021 and future years. The property will be sold subject to easements and restrictions of record and, if applicable, the right of redemption of the Defendant (property owner) or the United States of America. The sale may be canceled and any announcements made at the sale take precedence over printed matter contained herein. The successful bidder has 10 days after the sale to examine title and file exceptions, if appropriate. The Master Commissioner does not have a key to or access to the inside of any property; does not have authority to grant anyone access to the property and does not warrant title.
This 24th day of November, 2020.
TOM BLANKENSHIP
MASTER COMMISSIONER
909 Main Street, PO Box 571
BENTON, KY 42025
270-527-1444

Case No. 15-CI-00214
Cross-Claimant: Hazel Enterprises, LLC
Defendants: Hazel Property Management, LLC et al
Property Address: Tract of land on Highway 1836
PVA Map No.: 20-00-00-027

ABSOLUTE AUCTION Thu., Dec. 10th • 10:07 AM
690 TIGER LN. BENTON, KY • BUFORD COURSEY FARM - DRAFFENVILLE - KY LAKE AREA
=72 ACRE MARSHALL COUNTY FARM- 8 TRACTS • ±22.1 ACRE- 4 ±10 ACRE- ±7.2 ACRE- 2 ±1 ½ ACRE TRACTS
Large or Small Combinations or the Entire Farm • Tillable Ground- Fabulous Home Sites- Lake Sites • Amazing Views- Outstanding Trophy Game • Beautiful Gently Sloping Woods • ±50 Tillable Acres. This excellent property has been in the Coursey family for over 50 years. The children feel it could be developed and used for both a home or mini farms, or as they enjoyed it, a great family farm. Each tract has its own amenities from all climate, to partially wooded, large tillable fields, hay and pasture fields, or dozens of beautiful home sites, including one of the highest points in Marshall County. Hidden Creek Farm- popular to name farms and estate residences, just as fitting. Hidden Valley Estates, Hidden Pines, Hidden Hills, Enchanting Woods, Lazy Trails, Twin Buck Farms- it's absolutely all here to admire. You win it- you name it. Call for preview before the next rain. Real Estate Term: 15% deposit day of Auction. Balance due within 45 days. A 10% buyer premium will be added to the final bid and included in the total contract price. Cans has been harvested. Survey fees split 50/50 between buyers and seller- prorated by acre. Auction held at RARE Auction Center • 4000 Silver Church Rd. Paducah, KY. Social Distancing Observed. Open Air Formal-Dress Warm
RARE AUCTION GROUP
Robert Alexander, CAI Broker/Auctioneer
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37 jobs created in iwis-Daido joint venture

BY TRIBUNE-COURIER STAFF

MURRAY — A new joint venture between iwis engine systems LLC and Daido Corp. of America is expected to add 37 well-paying jobs in Murray with a \$2.7 million investment for the production of high-quality automotive engine chains.

"Kentucky is fortunate to have an incredibly diverse manufacturing base with companies representing 32 nations from around the globe, and that will play a key role in the recovery and growth of our economy in the months and years ahead," Gov. Andy Beshear said. "This project brings together two companies that have a long history of success and I am proud they selected our state for this new venture."

The Murray facility was originally opened by iwis in 2015 as the company's first U.S. operation for the production of timing drive systems for engines. The new investment in tandem with Daido will add more than 10,000 square feet of space to produce automotive engine chains for major automobile manufacturers. The joint venture will relocate Daido automotive operations from Portland, Tennessee, expand sales channels, add to the existing customer base and create cost advantages by leveraging the strengths of both companies.

Leaders at iwis-Daido

expect the expansion to be completed by the end of 2022.

Formed in 1916 in Germany, iwis is a family-owned company that began as a manufacturer of bicycle chains and added production of automotive timing chains in 1954. The company since has grown to become a global producer of automotive and industrial chains with more than 2,000 employees across 45 locations worldwide.

Headquartered in Portland, Tennessee, Daido Corp. has supplied high-quality precision roller chains for the North American industrial and agricultural markets since 1951, as well as chain drive products. The company is a subsidiary of Japan-based Daido Kogyo Co. Ltd., which was established in 1933 and has more than 2,000 employees worldwide.

iwis is included among the 78 German-owned manufacturing, service and technology operations currently located in the commonwealth. Companies with German ownership employ nearly 14,000 people in Kentucky. Daido Corp. will join nearly 200 Japanese-owned facilities operating in Kentucky. Japanese-owned compa-

nies employ approximately 47,000 Kentucky residents, making it the state's top international investor.

Murray Mayor Bob Rogers welcomed the growth of iwis, as well as the arrival of Murray's first Japanese-owned company in Daido Corp.

"This project brings together two companies that have a long history of success and I am proud they selected our state for this new venture."

— Andy Beshear
Governor of Kentucky

"We are very pleased to have this great news coming in what has proven to be a difficult time for us all," he said. "This joint venture with Daido Corporation will provide the Murray operation with much needed jobs. We look forward to welcoming Daido Corporation as our first Japanese-owned company to have a presence in Murray and will do everything in our power to help this joint venture to succeed."

Calloway County Judge/Executive Kenny Imes said the project highlights the community's effort to move forward during a challenging year.

"Like most places in the country, Calloway County has suffered greatly in the pandemic. But we haven't let that stop us from working with our local companies, the Cabinet for Economic Development and TVA to keep striving for success," Judge Imes said. "These are good jobs

for our people, and especially now the people need hope. I want to assure that we will continue our track record of success and make our community the very best it can be."

David Graham, chairman of Murray-Calloway County Economic Development Corp., noted the growing international presence in the area.

"As chair of the Economic Development Corporation, I am really excited by this project. We knew when we recruited iwis to Murray that good things would happen and that they would continue to happen for a long time," Graham said. "With the presence of Daido Corp., we now have companies from Germany, Canada, Korea and now Japan. Murray is an excellent location both for domestic as well as international companies."

John Bradley, senior vice president of economic development at the Tennessee Valley Authority, said the joint venture has a bright future in Murray.

"TVA and West Kentucky Rural Electric Cooperative Corp. congratulate iwis-Daido LLC on its decision to establish operations in Calloway County," Bradley said. "Helping to foster new job opportunities and investment is fundamental to TVA's mission of service, and we are proud to partner with the Kentucky Cabinet for Economic Development and Murray-Calloway

County Economic Development Corp. to further that mission and look forward to iwis-Daido's future business success in the Valley."

To encourage the investment and job growth in the community, the Kentucky Economic Development Finance Authority (KEDFA) on Thursday preliminarily approved a 10-year incentive agreement with the company under the Kentucky Business Investment program. The performance-based agreement can provide up to \$370,000 in tax incentives based on the company's investment of \$2.7 million and annual targets of:

Creation and maintenance of 37 Kentucky-resident, full-time jobs across 10 years; and

Paying an average hourly wage of \$26 including benefits across those jobs.

By meeting its annual targets over the agreement term, the company can be eligible to keep a portion of the new tax revenue it generates. The company may claim eligible incentives against its income tax liability and/or wage assessments.

In addition, iwis-Daido can receive resources from the Kentucky Skills Network. Through the Kentucky Skills Network, companies can receive no-cost recruitment and job placement services, reduced-cost customized training and job training incentives.

CLASSIFIEDS

15 WORDS OR LESS: \$9.50

For Sale

159 Beechwood,
2 Large Lots, 100'
x 100' each that
borders the Sheriffs
office and 4-Pigs
Restaurant. 200'
road frontage, 50
yards off 5th street.
All utilities and
zoned commercial.

\$100,000.00
for both
or best offer.

Call Larry McCully
@ 270-527-5000

Contact:
Gerry K. Gilbert,
Office Manager
(p)527-3162 (f)527-4567
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One and two BR apartments. Income based. Come by 1100 Poplar Street to pick up an application or call (270) 205-0693. Equal Opportunity Housing.

0610 UNFURNISHED APARTMENTS

COX Manor Apartments. One bedroom apartment, rent subsidized, 62 & older, handicapped and disabled. 202/Section 8 EHO. 270-395-4126, TTY 1-800-648-6056.

0610 UNFURNISHED APARTMENTS

HARDIN Apartments is now accepting applications for 2 and 3 bedroom units. Apply at 1111 Poplar St. Benton, KY or call 527-1311. Equal Housing Opportunity. TDD #711. Rent is based on income.



Open all year. Drop in anytime.

Although we're most visible during the holiday season, we help those in need through every season. Last year alone, with your support, we helped more than 26 million individuals. So please give to The Salvation Army now and throughout the year.

NEED KNOWS NO SEASON

NOTICE

The Marshall County Fiscal Court will be accepting sealed bids until December 29, 2020 on four (4) mechanical cardiopulmonary resuscitation (CPR) devices. Devices must have WIFI capabilities and post-event recording as well as adjustable compression rate, depth, and ventilation alerts. Bid specifications may be obtained by contacting Marshall County Ambulance Service at 270-527-1243. The Fiscal Court reserves the right to reject any or all bids.

Kevin Neal, Judge Executive

Home • Home Home Home • Home • Home • Home

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Working Families, handicapped & elderly receive first preference



ADOPT A SHELTER ANIMAL TODAY!



Marshall County Fiscal Court
January 4, 2021

The Marshall County Fiscal Court met for a Regular Called Meeting on Monday, January 4, 2021 at the Marshall County Courthouse, Benton, Kentucky. Elected Commissioners: Justin Lamb, Kevin Spraggs, Monti Collins, County Attorney Jason Darnall were present. Kevin Neal, County Judge/Executive presided.

Judge Neal called court to order at 9:3 A.M.

I. GUESTS

A. Deputy Judge Brad Warning read the bid advertisement for the CPR devices that ran in the December 22nd edition of the Tribune Courier. One bid was received from Stryker. Cathy Teague shared with the court her story of how these devices may have saved a family members life. EMS Director Bryan Cutsinger recommended we accept the bid. A motion was made Com. Lamb and seconded by Com. Spraggs to accept the bid for \$63,702.56 for four CPR devices. All voted aye. Motion carried.

II. CORRESPONDENCE

There was no correspondence.

III. OLD BUSINESS

A. A motion was made by Com. Collins and seconded by Com. Lamb to approve the minutes of the December 15th Meeting, December 30th Special Called Meeting and December 30th Budget Workshop. All voted aye. Motion carried.

B. A motion was made by Com. Collins and seconded by Com. Lamb to table the E911 phone system bids. All voted aye. Motion carried.

C. A motion was made by Com. Collins and seconded by Com. Lamb to approve the lease agreement between the Marshall County Fiscal Court and Marshall County Probation and Parole for office space in the Judicial Building. All voted aye. Motion carried.

D. A motion was made by Com. Lamb and seconded by Com. Collins to take Item B, 911 Phone bids, off the table. All voted aye. Motion carried. Judge Neal contacted E911 Director Chris Freeman by phone. A motion was made by Com. Lamb and seconded by Com. Collins to accept the bid from AK Associates for \$252,240. for the phone system. All voted aye. Motion carried.

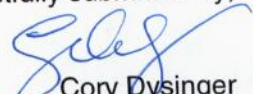
IV. NEW BUSINESS

A. Judge Neal asked if there was any reason to deny current bills and claims. The bills and claims are to be paid.

B. A motion was made by Com. Lamb and seconded by Com. Collins to go into Executive Session to discuss personnel. All voted aye. Motion carried.
Judge Neal called court back to order.

C. A motion was made by Com. Collins and seconded by Com. Lamb to adjourn. All voted aye. Motion carried.

Respectfully submitted by,


Cory Dysinger
Fiscal Court Clerk