CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 26, 2023
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PUBLIC COMMENTS

MAYOR'S REMARKS

Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.

	I.	**CONSENT AGENDA**	
		A.	Approve Minutes for September 5, 2023 Board of Commissioners Meeting
		B.	Receive & File Documents
		C.	Personnel Actions
		D.	Declaration and Sale of Surplus Property: 1724 N 12th Street - **N. HUTCHISON**
		E.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the East Marshall Fire Department - **C. YARBER**
		F.	Authorize the Mayor to accept the proposal and execute a purchasing agreement with DWA Recreation in the amount of $84,475 for the purchase and installation of pour in place rubber playground surfacing for the Robert Coleman Park playground project - **A. CLARK**
		G.	Authorize the Application and Acceptance of a 2023 USTA Southern Parks and Recreation Grant in the Amount of $1,000 **- A.CLARK**
		H.	Authorize Contract Modifications in the amount of $7,097.38 for the Robert Cherry Civic Center Construction Project - **A. CLARK**

	II.	**MUNICIPAL ORDER(S)**	
		A.	Approve contract renewal with Axon Enterprises, Inc. for police body-worn and in-car cameras in an amount of $1,424,684.67 - **B. LAIRD**
		B.	Authorize the City Manager to release a Request for Proposals for the reconstruction of the Civic Center parking lot - **A. CLARK**
		C.	Approve Contract Amendment for Rightway Janitorial for custodial services - **A. CLARK**
		D.	Renew Employment Agreement with City Manager - **S. WILCOX**
	III.	**ORDINANCE(S) - ADOPTION**	
		A.	Setting Tax Levies: Ad Valorem Properties -- FY2024 - **S. MILLAY**
		B.	Budget Amendment Related to GO Bond 2013B Payoff - FY2024 - **D. JORDAN**
	IV.	**ORDINANCE(S) - INTRODUCTION**	
		A.	Approve Contract Modification #2 to Professional Services Contract with BFW Engineering & Testing for the Buckner Lane Bridge Replacement Project in the amount of ($8,120.00) - **R. MURPHY**
	V.	**DISCUSSION**	
		A.	Police Department Update - **B. LAIRD**
		B.	Quality of Life Campaign - **P. SPENCER & N. HUTCHISON**
		C.	Opioid Settlement Funds - **L. PARISH**
		D.	Firefighter Employment Contract - **S. KYLE**
	VI.	**COMMENTS**	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VII.	**EXECUTIVE SESSION**	

September 5, 2023

At a Special Called Meeting of the Paducah Board of Commissioners held on Tuesday, September 5, 2023, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by Assistant City Clerk, Claudia Meeks, the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5).

INVOCATION

Commissioner Wilson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PUBLIC HEARING – FY2024 PROPERTY TAX LEVY

Communications Manager Pam Spencer offered the following summary:

The Mayor opened the Public Hearing "to discuss setting the real estate and personal property tax rates for fiscal year 2024The City's real estate tax levy is proposed to be 25.6 cents per $100 assessed value, slightly LOWER than last year's rate of 26.5 cents. The City's Compensating Rate, the rate that would keep the revenue at the same amount as last year, is 24.7 cents per $100 assessed value. Kentucky Revised Statutes (KRS) permits a city to adjust the rate upward no more than 4 percent of the compensating rate. Since the City's proposed tax levy of 25.6 cents is higher than the compensating rate, a public hearing was required."

No public comments were made. The Mayor closed the hearing.

PUBLIC COMMENT

Cindy Abraham commented on the condition of the downtown area between Fifth Street and the river.

PROCLAMATIONS

Communications Manager Pam Spencer offered the following summary:

- Mayor George Bray proclaimed September as City Government Month and encouraged local officials, employees, and schools to educate students about their city government and engage them in city services.
- Mayor Bray presented a proclamation to Director of Pupil Personnel Troy Brock with the Paducah School System proclaiming September as Suicide Prevention and Mental Health Awareness Month and urged everyone to work together to create a community that promotes mental wellness and supports prevention efforts.

- Mayor Bray presented to Executive Director Lacy Boling and Paducah Cooperative Ministry (PCM) representatives a proclamation declaring September 7 as a day to celebrate the 50th anniversary of PCM.

MAYOR'S REMARKS

Communications Manager Pam Spencer offered the following summary:

- **"Paducah Ambassadors Volunteer Hours** - Mayor Bray commended the Paducah Ambassadors for their service. For Fiscal Year 2022-2023, the Ambassadors volunteered 7120 hours.
- **Greenway Trail and Urban Bike Loop Planning** - Mayor Bray announced that a City team met today with two National Park Service representatives to kick off the planning of the expansion of the City's Greenway Trail and urban bicycling opportunities. In June, Paducah received the National Park Service – River, Trails, and Conservation Assistance Program Technical Assistance Grant which provides technical planning assistance. Mayor Bray said the National Park Service also is working with Mayfield and Fulton about a long-term plan to connect those cities with a bike trail and to connect Mayfield with Paducah."

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Item I(I) was removed for separate consideration. Mayor Bray asked the Assistant City Clerk to read the remaining items on the Consent Agenda.

I(A)	Approve Minutes for the August 22, 2023, Board of Commissioners Meeting
I(B)	Receive and File Documents: *Deed File:* 1. Quitclaim Deed – City of Paducah to Jim Smith Contracting – ORD 2023-05-8772 2. Quitclaim Deed – City of Paducah to R & S, Inc. – ORD 2023-07-8784 3. Quitclaim Deed – City of Paducah to Higdon Development – ORD 2023-07-8784 *Contract File:* 1. Agreement between the City of Paducah and Ray Black & Son, Inc. – Hotel Metropolitan Purple Room Renovation – MO #2777 2. HUD-1 Settlement Statement – NewGen Ventures, LLC – purchase of 2301 McCracken Boulevard – MO #2778 3. Notice of Award and Agreement – Chambers Roofing for Market House Roof Replacement – MO #2780 4. Contract For Services – Paxton Park Golf Board d/b/a Paxton Park Municipal Golf Course – MO #2781 5. McCracken County Emergency Operations Plan – 2023 – signed by Mayor – no Commission action required. *Financials File:*

	1. Paducah Water Works – month ended July 31, 2023 *Bids File:* 1. Bid Proposal for Roof Replacement – Market House Building – Chambers Roofing Co., Inc. – MO #2780 (Sole Bid)
I(C)	Appointment of Sarah Walker to the Paducah-McCracken County Senior Citizens, Inc., Board to replace Stewart Tom Shoulta, whose term has expired. Said shall expire June 30, 2026.
I(D)	Appointment of Chad Clark to the Creative & Cultural Council, to replace Todd Birdsong, who resigned. Said term shall expire March 24, 2026.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDS THROUGH THE U. S. DEPARTMENT OF HOMELAND SECURITY FOR A FY2023 PORT SECURITY GRANT IN THE AMOUNT OF $543,750 FOR PURCHASE OF A FIRE BOAT TO RESPOND TO WATER-BASED EMERGENCY SITUATIONS **(MO# 2782; BK 13)**
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY FOR A CYBERSECURITY GRANT THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY IN AN AMOUNT NOT TO EXCEED $40,000 TO CONDUCT INTERNAL AND EXTERNAL CYBERSECURITY VULNERABILITY ASSESSMENTS **(MO# 2783; BK 13)**
I(H)	A MUNICIPAL ORDER APPROVING A FUNDING AGREEMENT WITH THE PADUCAH-MCCRACKEN COUNTY RIVERPORT IN AN AMOUNT OF $100,000 TO PARTIALLY FUND THE MATCH OF SMALL PROJECT PORTS GRANT THROUGH THE PORT INFRASTRUCTURE DEVELOPMENT PROGRAM FOR THE BULK YARD REVITALIZATION AND EXPANSION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME **(MO# 2784; BK 13)**
I(I)	~~A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF LANDING BARGE AGREEMENT AND LANDING BARGE AGREEMENT WITH PINE BLUFF MATERIALS CO., LLC, TO PLACE A SPUD BARGE AT THE OHIO RIVER BOAT LAUNCH, AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME~~ ***REMOVED FOR SEPARATE DISCUSSION***
I(J)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A 2024 KENTUCKY LITTER ABATEMENT GRANT APPLICATION THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE PUBLIC WORKS DEPARTMENT'S STREET LITTER ABATEMENT PROGRAM, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL AWARD DOCUMENTS **(MO# 2786; BK 13)**

I(K)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BARKLEY REGIONAL AIRPORT IN THE AMOUNT OF $120,000 FOR GENERAL AVIATION AND AIR CARRIER SERVICES **(MO# 2787; BK 13)**

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

ORDINANCE INTRODUCTIONS

SETTING TAX LEVIES – AD VALOREM PROPERTIES FY 2024

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled: "AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2023, THROUGH JUNE 30, 2024, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED."

PURPOSE	**RATE PER $100**
GENERAL FUND OF THE CITY:	
Real Property	$0.256
Personal Property (except inventory)	$0.373
Motor Vehicles and Watercraft	$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE	
Real Estate	$0.014
Personal Property (except inventory)	$0.014
Motor Vehicles and Watercraft	$0.031

The City of Paducah shall collect the following taxes for the Board of Education:

PADUCAH INDEPENDENT SCHOOL DISTRICT	
Real Property	$0.846
Personal Property (including inventory)	$0.864

Property taxes levied herein shall be due and payable in the following manner:

(1) In the case of tax bills which reflect an amount due of less than Two Thousand Dollars ($2,000.00), the payment shall be due on November 1, 2023, and shall be payable without penalty and interest until November 30, 2023.

(2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
   (a) The first half payment shall be due on November 1, 2023, and shall be payable without penalty and interest until November 30, 2023.
   (b) The second half payment shall be due on February 1, 2024, and shall be payable without penalty and interest until February 29, 2024.

BUDGET AMENDMENT – GO BOND 2013 B PAYOFF – FY 2024

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: AN ORDINANCE AMENDING ORDINANCE NO. 2023-06-8777, ENTITLED, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2023, THROUGH JUNE 30, 2024, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT." This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2023, and ending June 30, 2024, as adopted by Ordinance No. 2023-06-8777, be amended by the following re-appropriation:

- Increase Sale of Assets Account by $870,745
- Increase Principal – 2013 Series by $955,000
- Increase Interest – 2013 Series by $2,205

DISCUSSION

- **SOLID WASTE GPS SYSTEM**

  Communications Manager Pam Spencer offered the following summary:

  "Director of Public Works Chris Yarber provided an overview of the benefits of the GPS system that is installed on the Solid Waste Division's refuse trucks. The Division began using the software, Routeware, earlier this year with the goal of improving routes, finding operational efficiencies, and enhancing safety. The trucks have an onboard computer and camera that allows the driver to log each collection and to log obstructions that may be blocking a solid waste collection. The software also sets up routes. Yarber said a future feature that may be launched is an opt-in automated message service which would provide updates to citizens on solid waste collection changes."

- **PINE BLUFF MATERIALS – SPUD BARGE PLACEMENT**

  Amie Clark, Director of Parks and Recreation, answered questions from the Board of Commissioners regarding the contract with Pine Bluff.

MUNICIPAL ORDER

AGREEMENT WITH PINE BLUFF MATERIALS FOR PLACEMENT OF SPUD BARGE AT THE OHIO RIVER BOAT DOCK

Commissioner Wilson offered motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF LANDING BARGE AGREEMENT AND LANDING BARGE AGREEMENT WITH PINE BLUFF MATERIALS CO., LLC, TO PLACE A SPUD BARGE AT THE OHIO RIVER BOAT LAUNCH, AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5) **(MO# 2785; BK 13)**

COMMENTS

Commissioner Smith

Would like to see the City research the possibility of starting a tree replacement program in the City. Trees 10' to 12' tall would be offered at a discount to property owners wanting to replace trees that are destroyed by weather or deterioration.

EXECUTIVE SESSION

Commissioner Guess offered motion, seconded by Commissioner Henderson, that the Board of Commissioners go into closed session for discussion of matters pertaining to the following topics:

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b)
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5)

RECONVENE IN OPEN SESSION

Commissioner Henderson offered motion, seconded by Commissioner Smith, that the Paducah Board of Commissioners reconvene in open session.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5)

ADJOURN

Commissioner Wilson offered Motion, seconded by Commissioner Guess, that the meeting be adjourned.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5)

TIME ADJOURNED: 6:35 p.m.

ADOPTED: September 26, 2023

_____
George Bray, Mayor

ATTEST:

_____
Claudia Meeks, Assistant City Clerk

September 26, 2023

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. Entertainment Destination Center – non-licensed participant – Crystal Housman – With Love From Kentucky – 09-01-2023 – signed by Lindsay Parish, City Clerk
2. Cemetery Tour Agreement with Atomic City Tours – 06-21-2023 – signed by Amie Clark – Director of Parks and Recreation
3. Cemetery Tour Agreement with Market House Theater – 07-13-2023 – signed by Amie Clark – Director of Parks and Recreation
4. Memorandum of Agreement – Cybersecurity Grant and proposal from LightChange Technologies - MO #2759
5. Sale of 2301 McCracken Boulevard (Old Teletech Building) to NewGen Ventures, LLC – Closing Document Transcript – MO #2778
6. Award Letter and Agreement – FEMA Port Security Grant - $543,750 – Fire Boat – MO #2782
7. Funding Agreement between City of Paducah and Paducah-McCracken County Riverport Authority – MO #2784
8. Contract For Services FY2024 – Barkley Regional Airport Authority – MO #2787

CITY OF PADUCAH
September 26, 2023

Upon the recommendation of the City Manager's Office, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.

Michelle Smolen
City Manager's Office Signature

9/21/2023
Date

CITY OF PADUCAH
PERSONNEL ACTIONS
September 26, 2023

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)

ADMINISTRATION	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Jordan, Daron	City Manager	City Manager	NCS	Ex	August 10, 2023
	$84.50/hr	$86.61/hr			
FINANCE					
Davenport, Kamra M.	Accountant	Accountant	NCS	Ex	September 7, 2023
	$25.56/hr	$26.33/hr			
Millay, Stephanie M.	Revenue Auditor	Revenue Manager	NCS	Ex	September 7, 2023
	$30.09/hr	$39.12/hr			
FIRE - PREVENTION					
Jones, David A.	Code Enforcement Officer	Code Enforcement Officer	NCS	Non-Ex	September 7, 2023
	$25.47/hr	$25.98/hr			
PARKS & RECREATION					
Everly, Rebecca	Park Ranger	Parks Maintenance Laborer	NCS	Non-Ex	October 5, 2023
	$14.00/hr	$16.92/hr			
TECHNOLOGY					
Cooper, Tina R.	Systems Technician	Systems Technician	NCS	Ex	September 7, 2023
	$30.07/hr	$30.82/hr			

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (PART-TIME)

PARKS & RECREATION	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Thompson, Savanna N.	Lifeguard	Recreation Leader - Athletics	NCS	Non-Ex	August 24, 2023
	$12.00/hr	$12.00/hr			

TERMINATIONS - FULL-TIME (F/T)

FIRE - SUPPRESSION	POSITION	REASON	EFFECTIVE DATE
Glisson, Stephen C.	Captain	Retirement	September 30, 2023
Matheny, Jeremy S.	Lieutenant	Retirement	September 30, 2023

Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Declaration and Sale of Surplus Property: 1724 N 12th Street - **N. HUTCHISON**

Category: Municipal Order

Staff Work By: Nancy Upchurch
Presentation By: Nicholas Hutchison

Background Information: The City of Paducah acquired this property in July 2013. The structure on the lot was demolished. The intended use for the property was to market to a developer that would construct a home on the lot.

Paducah McCracken County Habitat for Humanity requests that the property be donated for the construction of a single-family residence. They will construct a single-family 3-bedroom two-bath home. The home will have a front porch. Habitat for Humanity will market and select a veteran family to live in this home. Additional site improvements also include the planting of at least one tree on the property. The attached design plan is a plan used to build the Habitat home at 2901 Virginia Street. The proposed investment is approximately $130,000.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: It is recommended to determine that the property is surplus and accept the request of the Habitat for Humanity to donate the property for this project subject to the standard clause applied in the Fountain Avenue Revitalization Area stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within two years.

Attachments:
1. MO prop sale– 1724 North 12th Street
2. SOA2023-0014 Staff Report 1724 N 12th Street
3. SOA2023-0014 Bid 1724 N 12th St

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1724 NORTH 12TH STREET TO BE SURPLUS PROPERTY, TRANSFERRING THE PROPERTY TO PADUCAH-MCCRACKEN COUNTY HABITAT FOR HUMANITY FOR ECONOMIC DEVELOPMENT PURPOSES, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to KRS 82.083 a written determination has been made that the City does not have any use at this time or in the future for property located at 1724 North 12th Street, which constitutes surplus real estate; and

WHEREAS, it is recommended that the City of Paducah accept the request of Habitat for Humanity to donate the property for this project in accordance with KRS 82.083(4)(b); and

WHEREAS, the City desires to accept the proposal of Paducah-McCracken County Habitat for Humanity, to make improvements to the property and build a three-bedroom, two-bathroom home, with a proposed investment in the amount of $130,000.

NOW THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby declares the property located at 1724 North 12th Street, to be surplus property as it relates to the operations of the City and authorizes the transfer of the property to the Paducah-McCracken County Habitat for Humanity. Further, it is determined that it is necessary, desirable, and in the best interest of the City to transfer the property.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the transfer of the real property approved in Section 1 above.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 26, 2023
Recorded by Lindsay Parish, City Clerk, September 26, 2023
\mo\prop sale– 1724 North 12th Street

SOA STAFF REPORT
PADUCAH CITY COMMISSION

APPLICATION INFORMATION

ADDRESS	1724 North 12th Street
CASE NO.	SOA2023-0014
OWNER	City of Paducah
APPLICANT	Habitat for Humanity
AGENT	---
REQUEST	Sale of Asset
HEARING DATE	September 26, 2023

GENERAL SITE INFORMATION

CURRENT ZONING	R-3 Medium Density Residential Zone
CURRENT LAND USE	Vacant
COMPREHENSIVE PLAN	Neighborhood Conservation
CURRENT IMPROVEMENTS	None
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC SERVICES	Paducah Fire, Paducah Police

SURROUNDING AREA INFORMATION

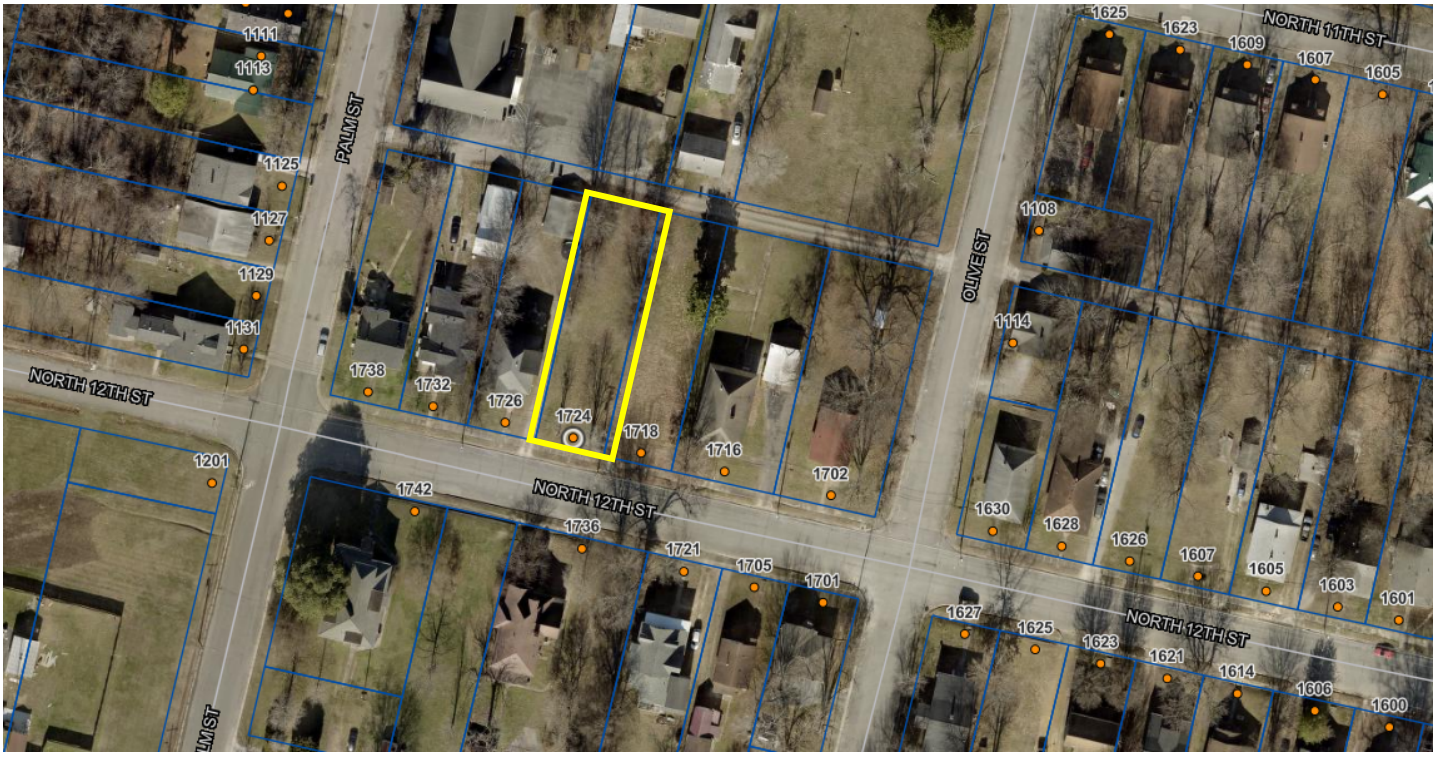
	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	R-3	Single-family
SOUTH	R-3	Single-family
EAST	R-3	Single-family
WEST	R-3	Single-family

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

KRS 82.083 (4) (b) states real or personal property may be transferred with or without compensation, for economic development purposes, which shall include, but not limited to; real property transfers for the elimination of blight. Staff is of the opinion that the Habitat for Humanity's mission to assist low to moderate income families achieve the American dream of affordable, quality home ownership meets the standard of elimination of blight.

DESCRIPTION OF THE PROPERTY: 1724 NORTH 12TH STREET



ACQUISITION OF THE PROPERTY

The City of Paducah acquired this property in July 2013. The structure on the lot was demolished. The intended use for the property was to market to a developer that would construct a home on the lot.

DISPOSITION OF THE PROPERTY

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. This lot is located in an established residential neighborhood. The Comprehensive Plan recommends Neighborhood Conservation.

BID INFORMATION

Paducah McCracken County Habitat for Humanity requests that the property be donated for the construction of a single-family residence. They will construct a single-family 3-bedroom two bath home. The home will have a front porch. Habitat for Humanity will market and select a veteran family to live in this home. Additional site improvements also include the planting of at least one tree on the property. The attached design plan is a plan used to build the Habitat home at 2901 Virginia Street. The proposed investment is approximately $130,000.

	Paducah McCracken County Habitat for Humanity	Bid Amount: $0
BID #1	The Paducah McCracken County Habitat for Humanity proposes to construct a single-family (three- bedroom, two-bath) home for qualified veteran buyer.	

STAFF RECOMMENDATION

It is recommended to determine that the property is surplus and accept the request of the Habitat for Humanity to donate the property for this project subject to the standard clause applied in the Fountain Avenue Revitalization Area stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within two years.

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Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the East Marshall Fire Department - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins
Presentation By: Chris Yarber

Background Information: On August 24, 2023, a Fleet Maintenance Service Agreement was entered into for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for the East Marshall Fire Department.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order for the Fleet Maintenance Service Agreement for the City of Paducah Fleet Division to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for the East Marshall Fire Department.

Attachments:
1. MO agree-fleet maintenance services – East Marshall Fire Department
2. East Marshall Fire Dept_Service Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE EAST MARSHALL FIRE DEPARTMENT, TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah wishes to enter into a Fleet Maintenance Service Agreement with East Marshall Fire Department for the City of Paducah Fleet Department to provide fleet services at hourly rates.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the "Agreement") with the East Marshall Fire Department in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. That the hourly labor rates are as follows:

Shop Hourly Labor Rate

Heavy Truck	$95 per hour
Heavy Equipment	$95 per hour
Passenger Vehicle	$95 per hour
Light Truck	$95 per hour
Small Engine	$75 per hour

SECTION 3. That the initial term of the Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term unless either party terminates the Agreement upon sixty days written notice in accordance with Paragraph 7 of the Agreement. In addition, the City of Paducah may terminate the Agreement with cause upon a thirty-day written notice for non-payment of fees.

SECTION 4. This Order shall be in full force and effect from and after the date of its adoption.

_____

George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 26, 2023
Recorded by Lindsay Parish, City Clerk, September 26, 2023
mo/agree-fleet maintenance services – East Marshall Fire Department

CITY OF PADUCAH FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS SERVICE AGREEMENT

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky,** a municipal corporation, (hereinafter "Paducah") and East Marshall Fire Dept. (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.

2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.

3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.

4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.

5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than $1,000. Any service or repair exceeding $1,000 shall require prior written authorization from Customer's authorized representative.

6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.

7. **TERMINATION**. Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.

8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.

9. **AUTHORIZED REPRESENTATIVE**. Customer's authorized representative is Tex Johnson

10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than $1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.

11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS SERVICE AGREEMENT

CITY OF PADUCAH	CUSTOMER
By: _____	By: Matthew Cunningham
Title: Mayor	Title: Chairman
Date: _____	Date: 8-24-23

246362

Shop Hourly Labor Rate Sheet

Heavy Truck ---------- $95.00 per hour

Heavy Equipment ---------- $95.00 per hour

Passenger Vehicle ---------- $95.00 per hour

Light Truck ---------- $95.00 per hour

Small Engine ---------- $75.00 per hour

Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Authorize the Mayor to accept the proposal and execute a purchasing agreement with DWA Recreation in the amount of $84,475 for the purchase and installation of pour in place rubber playground surfacing for the Robert Coleman Park playground project - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: The Board of Commissioners approved the release of a request for proposals for a pour in place rubber playground surface for the playground at Robert Coleman Park on August 22. The request for proposals was released on August 24 with a deadline of September 7. DWA Recreation submitted a proposal for the project in the amount of $84,475.00 to include the purchase and freight of approximately 3200 square feet of pour in place rubber surface and installation of the surface for the new playground being installed at Robert Coleman Park.

DWA was the only proposal received.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Southside; Facility Enhancements and Improvements

Communications Plan:

Funds Available: Account Name: Coleman Park Project

Account Number: PA0129

Staff Recommendation: Approve

Attachments:
1. MO contract- DWA Recreation - Coleman Park Playground
2. PIP Surfacing Proposal DWA (002)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH DWA RECREATION IN THE AMOUNT OF $84,475, FOR CONSTRUCTION AND INSTALLATION OF 3,200 SQUARE FEET OF POUR IN PLACE RUBBER SURFACING AT THE NEW PLAYGROUND AT ROBERT COLEMAN PARK, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on August 22, 2023, the Board of Commissioners approved the release of a Request For Proposals for a pour-in-place rubber playground surface for the playground at Robert Coleman Park; and

WHEREAS, the RPF was released on August 24, with a deadline of September 7, 2023; and

WHEREAS and DWA submitted the only proposal for the project in an amount of $84,475, which the City of Paducah now wishes to accept.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a contract with DWA Recreation in the amount of $84,475 for construction and installation of 3,200 square feet of pour in place rubber surfacing at the new playground at Robert Coleman Park.

SECTION 2. This expenditure will be paid from the Coleman Park Project, Account Number PA0129.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 26, 2023
Recorded by Lindsay Parish, City Clerk, September 26, 2023
\mo\contract-DWA Recreation-Coleman Park Playground

GameTime
A PLAYCORE Company

P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 330-821-4505
www.dwarec.com
info@dwarec.com

09/01/2023
Quote #
105266-01-02

City of Paducah Parks and Rec - Coleman Park - PIP Surfacing - BID

City of Paducah Parks & Recreation
Attn: Amie Clark
Coleman Park, 1100 Walter Jetton Blvd
Paducah, KY 42003
Phone: 270-444-8508 Ext. 2
Fax:270-444-8627
aclark@paducahky.gov

Project # 105266
Job # 105266-01
Ship to Zip 42003

Quantity	Part #	Description	Unit Price	Amount
1	PIP	GT-Impax - 3,320 Sq Ft of Poured-in-Place Rubber Surfacing- This price includes installation and is based on the following: 8' Critical Fall Height @ 3.75" Thick 50% black & 50% standard color blend: _____(indicate color wanted) Temperatures must be 50 degrees & rising; all areas must be installed on same trip; security during cure time (approximately 72 hours) to be provided by owner or general contractor unless otherwise noted; standard flush edging detail unless otherwise noted; installation figured at non-prevailing wage rates.	$66,815.00	$66,815.00
1	RDU	GameTime - Supply and Install of Stone Sub-base for 3,320 Sq Ft at 4" Depth	$17,660.00	$17,660.00
			Sub Total	$84,475.00
			Total	**$84,475.00**

DWA RECREATION

GameTime
A PLAYCORE Company

P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 330-821-4505
www.dwarec.com
info@dwarec.com

09/01/2023
Quote #
105266-01-02

City of Paducah Parks and Rec - Coleman Park - PIP Surfacing - BID

Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:
All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:
FOB Factory.

Orders:
All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over $100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:
Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under $5,000 require payment with order.

Rubber Safety Pricing - All rubber safety surfacing quotations are valid for only 30 days. Please request a new price after that time. If an order is placed and the cost of materials has increased once the job is going to start, there may be a change order incurred.
Pricing on Equipment is valid for 30 days. Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.
Due to volatility of fuel prices, freight charges may change at time of delivery.

DWA RECREATION

P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 330-821-4505
www.dwarec.com
info@dwarec.com

09/01/2023
Quote #
105266-01-02

City of Paducah Parks and Rec - Coleman Park - PIP Surfacing - BID

Payment Terms:

- Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) and only items shipping from Fort Payne, AL are eligible for a three percent (3%) cash with order discount.
- Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
- Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager.
- A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process.
- GameTime may also require: Completed Project Information Sheet (if applicable) and Copies of Payment and Performance Bonds (if applicable)
- A 1.5% per month finance charge will be imposed on all past due invoices.
- Retainage not accepted.
- Orders under $5,000 require payment with order.
- Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

Force Majeure: No Party to this Agreement shall be responsible for any delays, price increases, or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbance, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Orders or Checks must be made out to:
GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

GameTime Shipping Time: Current shipping time for GameTime is approximately 10 weeks. Please allow an additional 7-10 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

GameTime
A PLAYCORE Company

P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 330-821-4505
www.dwarec.com
info@dwarec.com

09/01/2023
Quote #
105266-01-02

City of Paducah Parks and Rec - Coleman Park - PIP Surfacing - BID

Unitary Rubber Surfacing Installation Terms:

- See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. Standard warranty included unless otherwise noted.
- Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise, in writing. Any changes or additions to this proposal, will affect pricing.
- Sub-base when provided by others is the responsibility of the owner and/or others, unless otherwise noted. The substrate must meet specifications including drainage and grade requirements.
- There is no demolition or site-work included in the scope of this quote unless noted otherwise above.
- Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after installation is complete.
- Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
- Security and waste removal during install and upon completion is the responsibility of the owner, unless noted otherwise above.
- See appropriate specification for temperature and precipitation constraints.
- The scope of this quote does not include on-site fall attenuation testing, available upon request at additional charge.
- Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
- Please be advised that our current lead time is approximately 8-10 weeks due to a national urethane shortage. Install dates could be pushed back as we wait to receive our allotment of urethane. We appreciated your patience and will keep you updated as it gets closer to install.

Order Information:

Bill To: _____

Contact: _____

Address: _____

City, State, Zip: _____

Tel: _____

Fax: _____

eMail: _____

Ship To: _____

Contact: _____

Address: _____

City, State, Zip: _____

Tel: _____

Cell Phone: _____

Fax: _____

eMail: _____

Project/Site Location: _____

Contact: _____

Address: _____

City, State, Zip: _____

Tel: _____

Fax: _____

eMail: _____

Coordinates or Description of Location: _____

_____

DWA RECREATION

GameTime
A PLAYCORE Company

P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 330-821-4505
www.dwarec.com
info@dwarec.com

09/01/2023
Quote #
105266-01-02

City of Paducah Parks and Rec - Coleman Park - PIP Surfacing - BID

Acceptance of quotation:

Accepted By (printed): _____ Date: _____

Title: _____ P.O. No: _____

Telephone: _____ Fax: _____

Purchase Amount: **$84,475.00**

SALES TAX EXEMPTION CERTIFICATE #:_____(PLEASE PROVIDE A COPY OF CERTIFICATE)

_____
Customer Signature

Quote prepared by: Neil Smith
Sales Representative: Bryan Noel

DWA RECREATION

Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Authorize the Application and Acceptance of a 2023 USTA Southern Parks and Recreation Grant in the Amount of $1,000 **- A.CLARK**

Category: Municipal Order

Staff Work By: Taylor Morsching, Amie Clark, Hope Reasons
Presentation By: Amie Clark

Background Information: The USTA Southern Parks and Recreation Grant is available to any Parks and Recreation Department. Funding may be used for new tennis programs or to foster established ones. The Paducah Parks and Recreation Department is requesting $1,000 to conduct a Glow Tennis Event for tennis players of all ability levels. This will be a new, two-hour event held at the Noble Park Tennis Facility. Funding will be used for supplies, equipment, marketing and door prizes. No match is required for this grant.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the application and acceptance of the USTA grant and for the Mayor to sign all documentation related to same.

Attachments:
1. MO application & award-United States Tennis Association 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A USTA SOUTHERN PARKS AND RECREATION GRANT THROUGH THE UNITED STATES TENNIS ASSOCIATION (USTA) TO CONDUCT A GLOW TENNIS EVENT, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application for a 2023 Parks and Recreation Grant through the United States Tennis Association (USTA) Southern. This grant is in the amount of One Thousand Dollars ($1,000), and will be used to conduct a two-hour Glow Tennis Event for tennis players of all ability levels at Noble Park. Funding will be used for supplies, equipment, marketing and door prizes.

SECTION 2. That the City of Paducah hereby accepts all grant funds awarded through the United States Tennis Association (USTA). No local match is required.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 26, 2023
Recorded by Lindsay Parish, City Clerk, September 26, 2023
MO\grants\application & award-United States Tennis Association 2023

Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Authorize Contract Modifications in the amount of $7,097.38 for the Robert Cherry Civic Center Construction Project - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: Request for contract modifications in the amount of $7,097.38 for the Robert Cherry Civic Center construction project including:

54" metal stud wall in the kitchen to conceal plumbing - add $816.59
Owner furnished triple sink and faucet - credit $871.00
HVAC screen modifications - add $2,906.26
Window film and trim - add $3,568.76
Storage opening - add $676.77

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Facility Improvements

Communications Plan:

Funds Available: Account Name: ARPA Funding

Account Number: MR0093

Staff Recommendation: Approve

Attachments:
1. MO contract modification 3 – Midstates Robert Cherry Civic Center
2. 2147 - Cherry Civic Center - Construction RFP - 20230913

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 3 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR THE ROBERT CHERRY CIVIC CENTER, IN THE AMOUNT OF $7,097.38, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, by Municipal Order No. 2715, the City of Paducah authorized an Agreement with Midstates Construction, Inc. in the amount of $1,557,697 for the Robert Cherry Civic Center Renovation Project; and

WHEREAS, by Municipal Order No. 2760, the City Commission approved Contract Modification No. 1 to the Agreement with Midstates Construction, Inc., for a price increase in the amount of $51,108.15 and authorized the Mayor to execute all documents necessary on behalf of the City; and

WHEREAS, by Municipal Order No. 2774, the City Commission approved Contract Modification No. 2 to the Agreement with Midstates Construction, Inc., to add 45 days to the contract for a final completion date of December 28, 2023, and additions requested by the City for a total change in the amount of $6,168.52.

WHEREAS, the City wishes to enter into Contract Modification No. 3 for certain needed changes and credits; and

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City Commission hereby approves Contract Modification No. 3 to the Agreement with Midstates Construction, Inc., for a price increase in the amount of $7,097.38 for certain items listed below and authorizes the Mayor to execute all documents necessary on behalf of the City.

1. 54” Metal Stud Wall to Conceal Plumbing – Increase $816.59
2. Owner Furnished Triple Sink and Faucet – Decrease ($871)
3. HVAC Screen Modifications – Increase $2,906.26
4. Window Film and Trim – Increase $3,568.76
5. Storage Opening – Increase $676.77

SECTION 2. The adoption of Contract Modification No. 3 increases the Agreement amount by $7,097.38 henceforth increasing the total agreement to an amount of $1,622,071.05. This expenditure shall be charged to the ARPA Funding Project Account No. MR0093.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 26, 2023
Recorded by Lindsay Parish, City Clerk, September 26, 2023
mo\contract modification 3 – Midstates Robert Cherry Civic Center

September 13, 2023

Amie Clark, CPRP, Director
Parks and Recreation, City of Paducah
1400 H.C. Mathis Drive
Paducah, Kentucky 42001

Re: Renovation
Robert Cherry Civic Center
City of Paducah
2701 Park Avenue
Paducah, Kentucky 42001
PFGW File No. 2147

Dear Amie,

Please see attached Construction Proposals from Midstates Construction Co., Inc., for the above referenced project. I have included a summary below of each RFP attached.

REQUEST FOR PROPOSAL 16 (RFP 16): KITCHEN 109 PLUMBING CHASE NORTH WALL

Rationale:
Installation of a 54" high metal stud wall to conceal plumbing piping in Catering Kitchen 109.

Proposal Amount: $816.59 Add

REQUEST FOR PROPOSAL 17 (RFP 17): THREE COMPARTMENT SINK AND FAUCET

Rationale:
The Owner is furnishing a three-compartment sink in lieu of the sink specified in contract documents.

Proposal Amount: ($871.00) Credit

REQUEST FOR PROPOSAL 18 (RFP 18): HVAC SCREEN MODIFICATIONS

Rationale:
The HVAC unit provided is taller than the one specified, therefore the increase in height of the HVAC screen to conceal the unit from visibility from the parking lot and Park Avenue.

Proposal Amount: $2,906.26 Add

REQUEST FOR PROPOSAL 19 (RFP 19): WINDOW FILM AND TRIM

Rationale:
Upon removal of the existing ceiling systems in Storage 102, Women 105, Storage 106, Table/Chair Storage 108 and Catering Kitchen 109, it was discovered that the top of the new windows would be higher than the new ceiling. The proposed solution is the installation of a painted 1x trim board to transition between new ceiling panel system and top of new windows.

The Owner and Architect requested the installation of a nearly opaque window film on the interior side of all glazing in Storage 102, Women 105, Storage 106 and Table/Chair Storage 108 for privacy in lieu of window shades or coverings.

Proposal Amount: $3,568.76 Add

PH. 270.443.8471 ▪ FX. 270.442.9607 ▪ WWW.PFGW.NET ▪ 101 SOUTH 4TH STREET ▪ PADUCAH KY 42001

REQUEST FOR PROPOSAL 20 (RFP 20): STORAGE 114 AND 115 OPENING

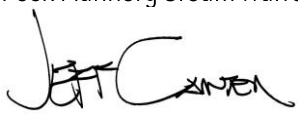
Rationale:

The Owner requested a walk-thru opening between Storage 114 and Storage 115 for ease of access between space.

Proposal Amount: $676.77 Add

The total request of these proposals is an addition of $7,097.38. Please let me know if you have any questions or need additional information.

Sincerely,
Peck Flannery Gream Warren Inc.



Jeff Canter, NCARB, AIA
Project Architect

Attachment: RFP 16 – Kitchen 109 Plumbing Chase Wall
RFP 17 – Three Compartment Sink and Faucet
RFP 18 – HVAC Screen Modifications
RFP 19 – Window Film and Trim
RFP 20 – Storage 114 and 115 Opening

xc: Logan Gay, Midstates Construction Co., Inc.
Randy Crouch, City of Paducah, Public Works Department
Chris Ferrell, City of Paducah, Public Works Department
Micah Cope, Marcum Engineering
Kip Kessler, BFW Engineering & Testing

MIDSTATES CONSTRUCTION CO INC

GENERAL CONTRACTORS
P O BOX 253 730 NORTHVIEW
PADUCAH KY 42002-0253

PHONE: 270-442-5477
FAX: 270-442-8526

August 2, 2023

PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147
(RFP 16)

Attn: Jeff Canter, NCARB, AIA

Please find below cost breakdown of material and labor to furnish and install +/- 16'6" Long x 54" Tall 6" metal stud framed wall at north wall of Catering Kitchen 109 and install and finish with 5/8" gypsum board to allow for new plumbing rough in. Per instructions at August 2, 2023 Progress Meeting, wall coverings to be installed on existing CMU east and west walls of Catering Kitchen 109 will not be installed to allow for additional wall covering material required at top of new 54" wall.

	Material	Labor	Sub
1. West Kentucky Specialties Co., Inc.			$735.00
			$735.00
BURDEN			
			$735.00

Total Material, Labor, & Sub:	$735.00
5% Overhead:	$36.75
5% Profit:	$36.75
	$808.50
1% Bond	$8.09
Total:	$816.59

MIDSTATES CONSTRUCTION CO INC

GENERAL CONTRACTORS
P O BOX 253 730 NORTHVIEW
PADUCAH KY 42002-0253

PHONE: 270-442-5477
FAX: 270-442-8526

August 11, 2023

PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147
(RFP 17)

Attn: Jeff Canter, NCARB, AIA

Please find below cost breakdown to provide material credit for plumbing fixture mark P-7 (lay-in triple compartment sink & deck mount faucet) and material cost to provide compatible faucet with owner furnished stainless steel three-compartment sink at Catering Kitchen 109

	Material	Labor	Sub
1. West Kentucky Industrial & Plumbing (See attached)			<$783.97>
			<$783.97>
BURDEN			<$783.97>

Total Material, Labor, & Sub:	$<783.97>
5% Overhead:	$<39.20>
5% Profit:	$<39.20>
	$<862.37>
1% Bond	$<8.63>
Total:	$<871.00>

WEST KENTUCKY INDUSTRIAL & PLUMBING

PO Box 574
961 Slickback Rd
Benton, KY 42025
Office (270) 909-3230
Luke@wkyindustrial.com

CHANGE ORDER # 2

DATE: 8/9/2023

TO: MidStates Construction **PROJECT: Robert Cherry Civic Center**

We hereby agree to the change(s) or additional work specified below:

Return original order of P7 sink and faucet, supply new 3 compartment splash mount faucet.

ORIGINAL P7 CREDIT		$(1,695.85)
RESTOCKING FEE		$ 539.28
RETURN FRIEGHT		$ 150.00
NEW FAUCET		$ 222.60
TOTAL		$ (783.97)

We agree hereby to make the change(s) specified above at this price: **-$783.97**

Contractor
Signature _____Luke McKenzie_____ Date: _____8/9/2023_____

Accepted: The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless stated otherwise.

Authorized Signature _____
(Owner)

Date of Acceptance _____

Model: **14-814L** Item #: _____ Date: _____

Project: _____ Qty: _____ Approved By: _____

8” Center Wall Mount Faucet with 14” Spout

Royal Series Plumbing

14-814L

DESCRIPTION

8” Center Wall Mount Faucet with 14” Spout, Polished Chrome Finish, Mounting Kit Included, 1.8 GPM Aerator Installed

STANDARD FEATURES

- ¼ Turn High Performance Ceramic Cartridge Valves with Integral Check
- Heavy Duty Flanges with Eccentric Fittings Allow Alignment Adjustments for Quick Installation
- Durable Full Range Swing Spout with Double O-Ring Construction
- Lever Handles
- Mounting Kit Included
- Warranty: 3 Years

PRODUCT COMPLIANCE

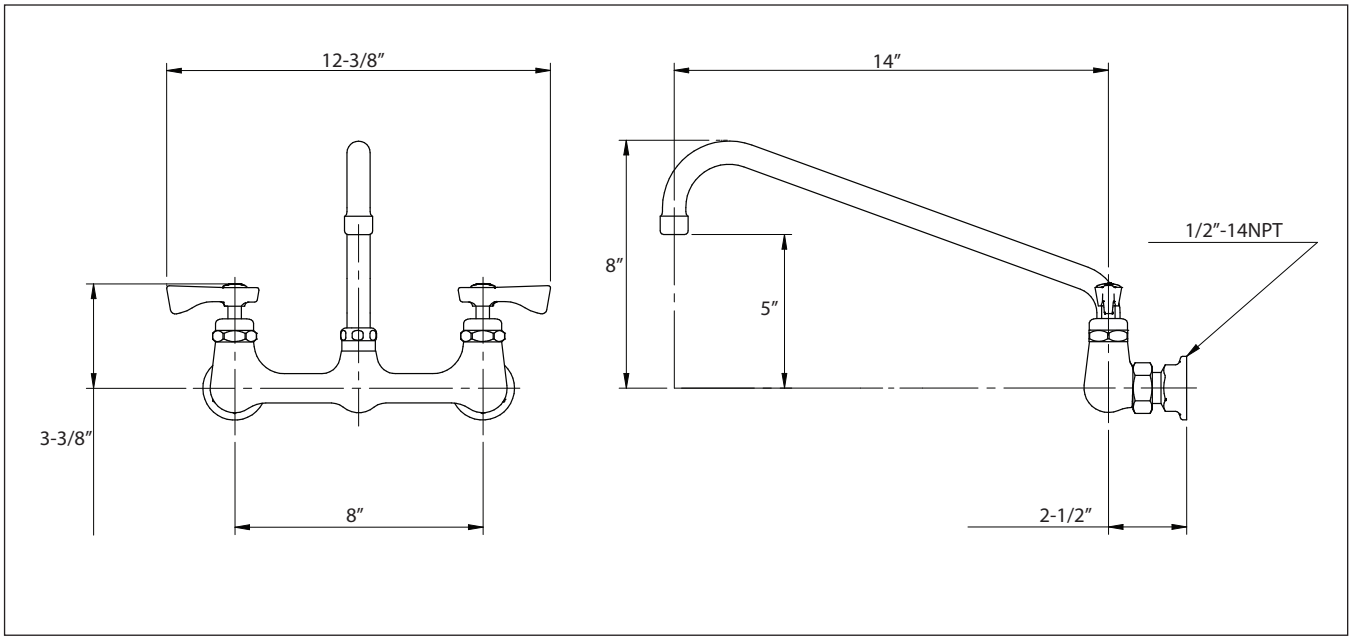
- ASME A112.18.1/CSA B125.1
- NSF-61
- NSF/ANSI 372
- Meets ANSI A117.1 (ADA)
- California Proposition 65
- CEC Listed
- Massachusetts Approved

NSF · C SA US · ADA Compliant

WARNING: Plumbing connections should be made by qualified personnel who will observe all applicable plumbing, sanitary and safety codes.

SPECIFICATIONS

Water Inlet	1/2” NPT
Temp. Range	40°F - 180°F
Rough In	7/8” Round Holes on 8” Center
Flow Rate	1.8 GPM
Material	Chrome Plated Brass
Weight	6 lbs.



Krowne Metal Corporation • 100 Haul Rd. Wayne, NJ 07470 • Toll Free: (800) 631-0442 • Fax: (973) 872-1129 • sales@krowne.com • krowne.com

Due to our commitment to continued product improvement, specifications are subject to change without notice.

Rev. 9/2019 • No. 14-814L

MIDSTATES CONSTRUCTION CO INC

GENERAL CONTRACTORS
P O BOX 253 730 NORTHVIEW
PADUCAH KY 42002-0253

PHONE: 270-442-5477
FAX: 270-442-8526

September 6, 2023

PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147
(RFP 18) REVISED

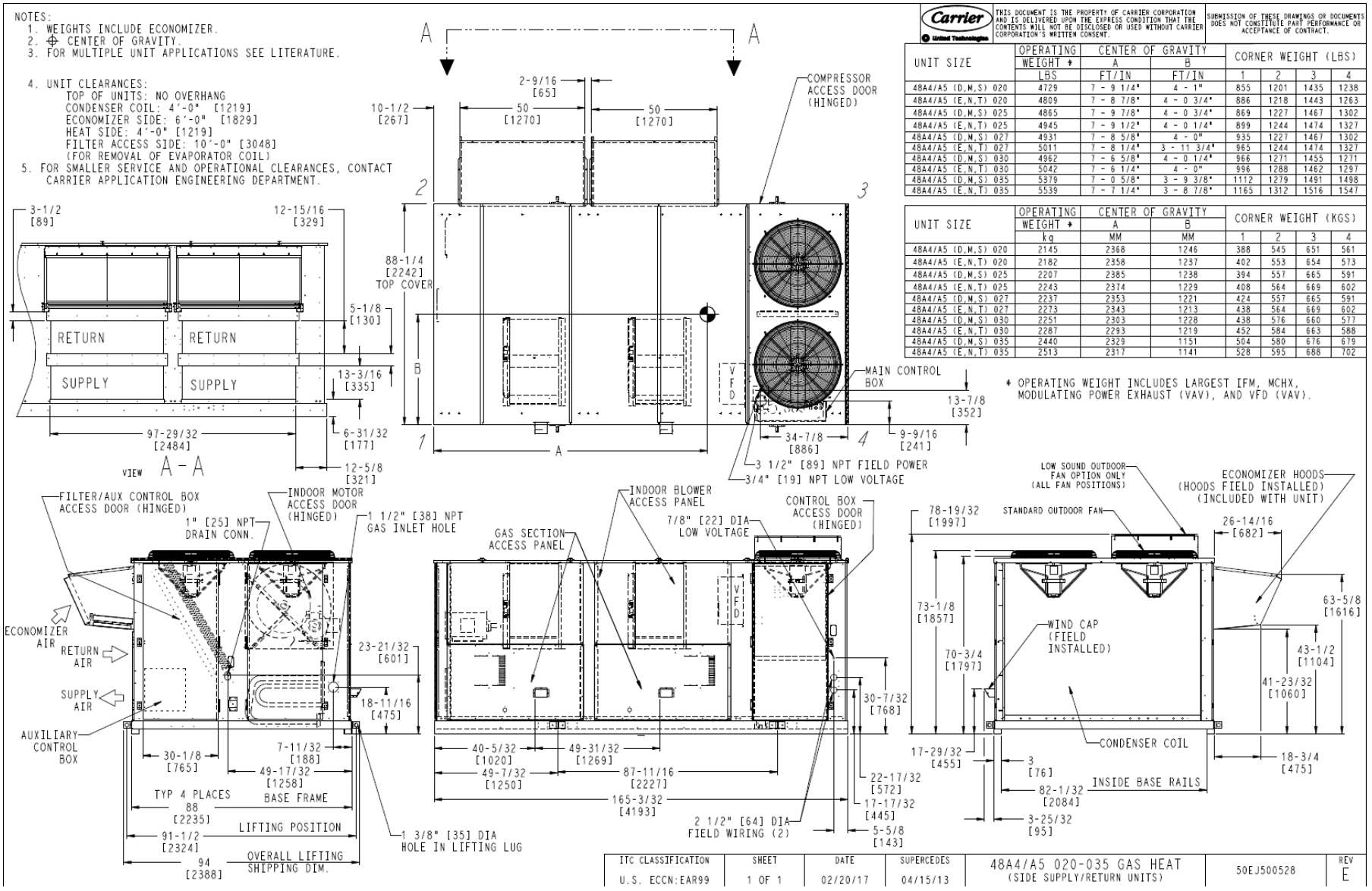
Attn: Jeff Canter, NCARB, AIA

Please find below cost breakdown of material and labor for North West HVAC Screen modifications at request of owner per ASI 02 dated August 4, 2023. The footprint of the North West HVAC Screen is unchanged by Submittal 18-2147 Packaged, Outdoor, Central-Station Air-Handling Units review comment #2 dated 5/4/2023 by Marcum Engineering. Additional concrete pads and steel pipe bollards are to be furnished and installed at no additional cost to the owner due to required relocation of condensing units due to physical size of RTU-1.

Item 1:
Increase height of East, South, & West sections of HVAC Screen at Northwest corner of building from 60" Tall to 84" Tall per ASI 02 dated 8/4/2023. The Carrier unit specified on Page H5.1 is 73"-78" Tall (Details attached for reference)

	Material	Labor	Sub
1. 12' tall black post with cap (SF2-PK312)			
14 each @ $129.99/each + TAX = $1,929.06			
9' tall black post with cap (SF2-PK309)			
14 each @ $99.99/each + TAX = $1,483.86			
$1,929.06 + <$1,483.86> = $445.20	$445.20		
2. Horizontal Channel for 7' Fence (SF2-HCK07)			
13 each @ $79.99/each + TAX = $1,102.27			
Horizontal Channel for 6' Fence (SF2-HCK06)			
13 each @ $69.99/each + TAX = $963.23			
$1,102.27 + <$963.23> = $139.04	$139.04		
3. 1x6x16 TREX Composite Square Edge Deck Boards (*4 additional horizontal Runs required)			
15 each @ $78.51/each + TAX	$1,248.31		
4. To cut and install additional deck boards			
1 Carpenter 2 Laborers 8 hours @ $62.00/hour		$496.00	
	$1,832.55	$496.00	
BURDEN		$173.60	
	$1,832.55	$669.60	

Total Material & Labor:	$2,502.15
10% Overhead:	$250.22
5% Profit:	$125.11
	$2,877.48
1% Bond:	$28.78
Total:	$2,906.26


NOTES:
1. WEIGHTS INCLUDE ECONOMIZER.
2. ⊕ CENTER OF GRAVITY.
3. FOR MULTIPLE UNIT APPLICATIONS SEE LITERATURE.
4. UNIT CLEARANCES:
TOP OF UNITS: NO OVERHANG
CONDENSER COIL: 4'-0" [1219]
ECONOMIZER SIDE: 6'-0" [1829]
HEAT SIDE: 4'-0" [1219]
FILTER ACCESS SIDE: 10'-0" [3048]
(FOR REMOVAL OF EVAPORATOR COIL)
5. FOR SMALLER SERVICE AND OPERATIONAL CLEARANCES, CONTACT CARRIER APPLICATION ENGINEERING DEPARTMENT.
Carrier
United Technologies
THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DISCLOSED OR USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT.
SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.
UNIT SIZE | OPERATING WEIGHT * LBS | CENTER OF GRAVITY A FT/IN | CENTER OF GRAVITY B FT/IN | CORNER WEIGHT (LBS) 1 2 3 4
48A4/A5 (D,M,S) 020 4729 7 - 9 1/4" 4 - 1" 855 1201 1435 1238
48A4/A5 (E,N,T) 020 4809 7 - 8 7/8" 4 - 0 3/4" 886 1218 1443 1263
48A4/A5 (D,M,S) 025 4865 7 - 9 7/8" 4 - 0 3/4" 869 1227 1467 1302
48A4/A5 (E,N,T) 025 4945 7 - 9 1/2" 4 - 0 1/4" 899 1244 1474 1327
48A4/A5 (D,M,S) 027 4931 7 - 8 5/8" 4 - 0" 935 1227 1467 1302
48A4/A5 (E,N,T) 027 5011 7 - 8 1/4" 3 - 11 3/4" 965 1244 1474 1327
48A4/A5 (D,M,S) 030 4962 7 - 6 5/8" 4 - 0 1/4" 966 1271 1455 1271
48A4/A5 (E,N,T) 030 5042 7 - 6 1/4" 4 - 0" 996 1288 1462 1297
48A4/A5 (D,M,S) 035 5379 7 - 0 5/8" 3 - 9 3/8" 1112 1279 1491 1498
48A4/A5 (E,N,T) 035 5539 7 - 7 1/4" 3 - 8 7/8" 1165 1312 1516 1547
UNIT SIZE | OPERATING WEIGHT * kg | CENTER OF GRAVITY A MM | CENTER OF GRAVITY B MM | CORNER WEIGHT (KGS) 1 2 3 4
48A4/A5 (D,M,S) 020 2145 2368 1246 388 545 651 561
48A4/A5 (E,N,T) 020 2182 2358 1237 402 553 654 573
48A4/A5 (D,M,S) 025 2207 2385 1238 394 557 665 591
48A4/A5 (E,N,T) 025 2243 2374 1229 408 564 669 602
48A4/A5 (D,M,S) 027 2237 2353 1221 424 557 665 591
48A4/A5 (E,N,T) 027 2273 2343 1213 438 564 669 602
48A4/A5 (D,M,S) 030 2251 2303 1228 438 576 660 577
48A4/A5 (E,N,T) 030 2287 2293 1219 452 584 663 588
48A4/A5 (D,M,S) 035 2440 2329 1151 504 580 676 679
48A4/A5 (E,N,T) 035 2513 2317 1141 528 595 688 702
* OPERATING WEIGHT INCLUDES LARGEST IFM, MCHX, MODULATING POWER EXHAUST (VAV), AND VFD (VAV).
A
A
2-9/16 [65]
10-1/2 [267]
50 [1270]
50 [1270]
COMPRESSOR ACCESS DOOR (HINGED)
2
3
1
4
88-1/4 [2242] TOP COVER
B
A
3-1/2 [89]
12-15/16 [329]
RETURN
RETURN
SUPPLY
SUPPLY
5-1/8 [130]
13-3/16 [335]
6-31/32 [177]
97-29/32 [2484]
12-5/8 [321]
VIEW A-A
VFD
MAIN CONTROL BOX
13-7/8 [352]
34-7/8 [886]
9-9/16 [241]
3 1/2" [89] NPT FIELD POWER
3/4" [19] NPT LOW VOLTAGE
FILTER/AUX CONTROL BOX ACCESS DOOR (HINGED)
INDOOR MOTOR ACCESS DOOR (HINGED)
1" [25] NPT DRAIN CONN.
1 1/2" [38] NPT GAS INLET HOLE
ECONOMIZER AIR
RETURN AIR
SUPPLY AIR
AUXILIARY CONTROL BOX
23-21/32 [601]
18-11/16 [475]
30-1/8 [765]
7-11/32 [188]
49-17/32 [1258]
TYP 4 PLACES
BASE FRAME
88 [2235]
LIFTING POSITION
91-1/2 [2324]
94 [2388]
OVERALL LIFTING SHIPPING DIM.
1 3/8" [35] DIA HOLE IN LIFTING LUG
GAS SECTION ACCESS PANEL
INDOOR BLOWER ACCESS PANEL
7/8" [22] DIA LOW VOLTAGE
CONTROL BOX ACCESS DOOR (HINGED)
40-5/32 [1020]
49-31/32 [1269]
49-7/32 [1250]
87-11/16 [2227]
165-3/32 [4193]
30-7/32 [768]
22-17/32 [572]
17-17/32 [445]
5-5/8 [143]
2 1/2" [64] DIA FIELD WIRING (2)
LOW SOUND OUTDOOR FAN OPTION ONLY (ALL FAN POSITIONS)
STANDARD OUTDOOR FAN
ECONOMIZER HOODS (HOODS FIELD INSTALLED) (INCLUDED WITH UNIT)
78-19/32 [1997]
26-14/16 [682]
73-1/8 [1857]
70-3/4 [1797]
WIND CAP (FIELD INSTALLED)
63-5/8 [1616]
43-1/2 [1104]
41-23/32 [1060]
CONDENSER COIL
17-29/32 [455]
3 [76]
82-1/32 [2084]
INSIDE BASE RAILS
3-25/32 [95]
18-3/4 [475]
ITC CLASSIFICATION | SHEET | DATE | SUPERCEDES | 48A4/A5 020-035 GAS HEAT (SIDE SUPPLY/RETURN UNITS) | 50EJ500528 | REV
U.S. ECCN:EAR99 | 1 OF 1 | 02/20/17 | 04/15/13 | | | E

MIDSTATES CONSTRUCTION CO INC

GENERAL CONTRACTORS
P O BOX 253 730 NORTHVIEW
PADUCAH KY 42002-0253

PHONE: 270-442-5477
FAX: 270-442-8526

September 12, 2023

PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147
(RFP 19)

Attn: Jeff Canter, NCARB, AIA

Please find below cost of material and labor for installation of window tinting and 1x wood trim board for attachment of acoustical suspended ceiling wall angle at specified window openings per Architect's Supplemental Instructions No. 04-REVISED dated September 7, 2023.

	Material	Labor	Sub
Item 1:			
Installation of window film on interior of all glazing in Storage 102, Women 105, Storage 106, & Table/Chair Storage 108. Architect/Owner selection of SXWF-WM White Matte film to be used on all glazing listed above.			
Precision Tinting (See attached)			$1,469.21
Item 2:			
Install painted 1x wood trim at window openings in Storage 102, Women 105, Storage 106, Table/Chair Storage 108, & Catering Kitchen 109 per detail 1/ASI-04.			
6 each primed 1x8x12 @ $43.98/each + TAX	$279.72		
Drill Bits, Finish Nails, Mounting Hardware, Wood Glue: LS	$40.00		
1 gallon egg shell finish paint @ $48.98/each + TAX	$51.92		
1 each 3/8" nap roller cover @ $4.78/each + TAX	$5.07		
1 each 2 ½" Angled paint brush @ $6.68/each + TAX	$7.08		
1 each paint tray @ $4.98/each + TAX	$5.28		
Tool Usage: miter saw, nail gun, compressor, electric drills: LS	$55.00		
To paint both sides of 1x8 wood boards prior to installation			
1 Laborer 5 hours @ $18.00/hour		$90.00	
To cut 1x8 to length and install at window openings after boards are painted			
1 Carpenter 1 Laborers 24 hours @ $44.00/hour		$1,056.00	
Clean Up			
1 Laborer .5 hour @ $18.00/hour		$9.00	
	$444.07	$1,155.00	$1,469.21
BURDEN		$404.25	
	$444.07	$1,559.25	$1,469.21

Total Material, Labor & Sub:	$3,072.53
10% Overhead:	$307.26
5% Profit:	$153.63
	$3,533.42
1% Bond:	$35.34
Total:	$3,568.76

Civic Center T

Project Information

Project Name	Civic Center T
Customer Name	Logan Gay
Address	
City	
State	
Zip	
Phone Number	
Email	jduncan2116@earthlink.net

Dealer Information

Company Name	Precision Tinting
Address	1601 Kentucky Avenue
Country	USA
City	Paducah
State	KY
Zip	42003
Phone Number	270 366 3295
Email	jduncan2116@earthlink.net

Estimate Date 09/12/2023

Room Name	Height	Width	Count	SQFT	Product Type	Unit Price	Total
Women's SXWF-WM	14.00	36.00	8.00	28.00	Modern Milk Glass (byDESIGN Polyester)	$6.50	$182.00
Front SXWF-WM	14.00	41.00	48.00	191.33	Modern Milk Glass (byDESIGN Polyester)	$6.50	$1243.67
			Total SQFT: 219.33			Total	$1425.67
						Tax	$43.54
						Grand Total	$1469.21

Comments	material is $725.67 labor is $700.00 material tax is $43.54

This Estimate Proposal is not a warranty certificate although one will be issued at the time of installation. Ask your independent Solar Gard dealer for the warranty coverage specific to your application and film selection.

Acknowledgment

Acknowledgment: All work is guaranteed by the installing dealer to be performed in a professional manner. Any alterations and/or deviations to the above specified Estimate Proposal involving cost changes must be agreed upon in writing by both parties.

Thank you for your business!

Please retain for your records.

MIDSTATES CONSTRUCTION CO INC

GENERAL CONTRACTORS
P O BOX 253 730 NORTHVIEW
PADUCAH KY 42002-0253

PHONE: 270-442-5477
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September 12, 2023

PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147
(RFP 20)

Attn: Jeff Canter, NCARB, AIA

Please find below cost of material and labor to cut new 3'-0" x 7'-0" drywall opening in dividing wall of Storage 114 & Storage 115 per Architect's Supplemental Instruction No. 05 dated September 7, 2023 at the request of owner representative Amie Clark.

	Material	Labor	Sub
To layout opening, cut and remove gypsum board, frame rough opening with Metal studs, wrap opening with gypsum board, and clean up.			
1 each 4x8x5/8" Gypsum Board @ $14.77 + TAX	$15.66		
3 5/8" Metal Studs & Track from warehouse stock	$20.00		
1 Carpenter 1 Laborer5 hours @ $44.00/hour		$220.00	
To install corner bead and finish opening			
West Kentucky Specialties Co., Inc. (See attached)			$250.00
	$35.66	$220.00	$250.00
BURDEN		$77.00	
	$35.66	$297.00	$250.00

Total Material, Labor & Sub:	$582.66
10% Overhead:	$58.27
5% Profit:	$29.14
	$670.07
1% Bond:	$6.70
Total:	$676.77

WEST KY SPECIALTIES CO., INC
P.O. BOX 37
HARDIN, KY 42048
PHONE # 270-437-463
FAX # 270-437-4070

September 11, 2023

MIDSATES CONSTRCUTION
730 NORTHVIEW STREET
PO BOX 253
PADUCAH, KY 42001

RE: ROBERT CHERRY CIVIC CENTER
OPENING AT STORAGE 114 & STORAGE 115

Scope of Work:

Finish 36 x 84 opening cut by others in new metal stud framed wall between Storage 114 & Storage 115

TOTAL LABOR AND MATERIALS……$250.00

Thank You
West KY Specialties Co., Inc.

Steve Smith

Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Approve contract renewal with Axon Enterprises, Inc. for police body-worn and in-car cameras in an amount of $1,424,684.67 - **B. LAIRD**

Category: Municipal Order

Staff Work By: Joe Hayes, Brian Laird
Presentation By: Brian Laird

Background Information: The police department's current contract with Axon Enterprises, Inc. for body-worn and in-car cameras expires in 2024. This renewal will create a new 5-year contract through 2028. Included is a full warranty on the equipment, unlimited storage and replacement of all cameras, once, during the life of the contract. The cost is paid for annually as a line item in the police department budget. The total cost of the contract is $1,424,684.67.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the contract with Axon Enterprises, Inc.

Attachments:
1. MO Axon Agreement 2023
2. 9.15.23 - Quote - Rewrite - (81) AB4, (65) Fleet 3

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING A FIVE-YEAR CONTRACT RENEWAL WITH AXON ENTERPRISE, INC., FOR IN-CAR CAMERA AND BODY WORN-CAMERA WARRANTY, STORAGE, AND CAMERA REPLACEMENT IN AN AMOUNT OF $1,424,684.67 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

WHEREAS, in 2015, the City Commission approved an Agreement ("Agreement 2015") with Taser International, LLC, (currently known as Axon Enterprise, Inc.) by Ordinance No. 2019-9-8298 for the sole source purchase of body-worn cameras for the Police Department with annual software licensing and storage costs; and

WHEREAS, in 2019, the City Commission approved Municipal Order No. 2260 which altered pricing and extended the body-worn camera annual software licensing and storage portion of Agreement 2015 to April 2023, authorized the purchase of in-car cameras, and provided for software licensing; and

WHEREAS, the City now wishes to extend the sole source contract with Axon for an additional five-year timeframe to include a full warranty on the equipment, unlimited storage, and replacement of all cameras one time during the life of the contract.

NOW, THEREFORE, BE IT ORDERED BY BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City hereby authorizes the Mayor to execute a Contract Renewal, Statement of Work, and all other documents necessary with Axon Enterprise, Inc., in an amount of $1,424,684.67, to include a full warranty on the equipment, unlimited storage, and replacement of all cameras one time during the life of the contract for the Paducah Police Department.

SECTION 2. These expenditures shall be charged to Police Department Operating Accounts.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

_____
George P. Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 9, 2019
Recorded by Lindsay Parish, City Clerk, July 9, 2019
\mo\Axon Agreement 2023

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Paducah Police Dept. - KY the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not ‘certify’ a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-503610-45184.512DF

Issued: 09/15/2023

Quote Expiration: 09/30/2023

Estimated Contract Start Date: 11/15/2023

Account Number: 114140
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
1400 Broadway St 1400 Broadway St Paducah, KY 42001-2506 USA	Paducah Police Dept. - KY 1400 Broadway St Paducah KY 42001-2506 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Dave Finethy Phone: (602) 830-0397 Email: dfinethy@axon.com Fax:	Joe Hayes Phone: (270) 444-8590 Email: jhayes@paducahky.gov Fax: (270) 4440629

Quote Summary

Program Length	65 Months
TOTAL COST	$1,424,684.67
ESTIMATED TOTAL W/ TAX	$1,424,684.67

Discount Summary

Average Savings Per Year	$101,978.59
TOTAL SAVINGS	$552,384.03

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	$78,149.01	$0.00	$78,149.01
Nov 2023	($74,769.71)	$0.00	($74,769.71)
Jul 2024	$236,448.97	$0.00	$236,448.97
Jul 2025	$296,214.10	$0.00	$296,214.10
Jul 2026	$296,214.10	$0.00	$296,214.10
Jul 2027	$296,214.10	$0.00	$296,214.10
Jul 2028	$296,214.10	$0.00	$296,214.10

Payment Summary

Date	Subtotal	Tax	Total
Total	$1,424,684.67	$0.00	$1,424,684.67

Quote Unbundled Price:	**$1,977,068.70**
Quote List Price:	**$1,935,159.60**
Quote Subtotal:	**$1,424,684.67**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($74,769.71)	($74,769.71)	$0.00	($74,769.71)
Fleet3ARe	Fleet 3 Advanced Renewal	63	60	$216.16	$178.74	$157.80	$596,484.00	$0.00	$596,484.00
Fleet3A	Fleet 3 Advanced	2	60	$303.46	$254.57	$254.57	$30,548.40	$0.00	$30,548.40
Unlimited7	Unlimited 7 Bundle	81	65	$133.64	$153.66	$136.18	$716,987.70	$0.00	$716,987.70
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	65			$2,695.00	$0.00	$0.00	$0.00	$0.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	81			$31.30	$31.30	$2,535.30	$0.00	$2,535.30
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	63			$249.00	$249.00	$15,687.00	$0.00	$15,687.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	63			$1,449.00	$1,449.00	$91,287.00	$0.00	$91,287.00
H00001	AB4 Camera Bundle	4			$849.00	$849.00	$3,396.00	$0.00	$3,396.00
H00002	AB4 Multi Bay Dock Bundle	11			$1,638.90	$43.90	$482.90	$0.00	$482.90
H00001	AB4 Camera Bundle	77			$849.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
87050	FLEET VIEW XL LICENSE	62	5		$29.00	$22.26	$6,900.60	$0.00	$6,900.60
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	124	5		$17.00	$13.04	$8,087.28	$0.00	$8,087.28
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	6	65		$26.27	$26.27	$10,245.30	$0.00	$10,245.30
ProLicense	Pro License Bundle	6	65		$42.69	$43.11	$16,812.90	$0.00	$16,812.90
A la Carte Warranties									
80397	EXT WARRANTY, FLEET 2 KIT	63	5		$6.50	$0.00	$0.00	$0.00	$0.00
73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	62	5		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$1,424,684.67**	**$0.00**	**$1,424,684.67**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	77	10/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	4	10/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	2	10/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	85	10/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	5	10/15/2023
AB4 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	85	10/15/2023
AB4 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	5	10/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	11	10/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	11	10/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	11	10/15/2023
Unlimited 7 Bundle	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	162	10/15/2023
Unlimited 7 Bundle	75015	SIGNAL SIDEARM KIT	81	10/15/2023
A la Carte	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	81	10/15/2023
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	03/15/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	2	03/15/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	03/15/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	03/15/2024
Fleet 3 Advanced	72048	FLEET SIM INSERTION, ATT	2	03/15/2024
A la Carte	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	63	03/15/2024
A la Carte	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	63	03/15/2024
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	65	03/15/2024
Unlimited 7 Bundle	73309	AXON CAMERA REFRESH ONE	83	04/15/2026
Unlimited 7 Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	11	04/15/2026
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	2	03/15/2029
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	63	03/15/2029
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	2	03/15/2029
Unlimited 7 Bundle	73310	AXON CAMERA REFRESH TWO	83	03/15/2029
Unlimited 7 Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	11	03/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	11/15/2023	04/14/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	11/15/2023	04/14/2029
Unlimited 7 Bundle	73449	RESPOND DEVICE LICENSE	81	11/15/2023	04/14/2029
Unlimited 7 Bundle	73638	STANDARDS ACCESS LICENSE	81	11/15/2023	04/14/2029
Unlimited 7 Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	81	11/15/2023	04/14/2029
Unlimited 7 Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	81	11/15/2023	04/14/2029
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	6	11/15/2023	04/14/2029
A la Carte	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	124	11/15/2023	04/14/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	87050	FLEET VIEW XL LICENSE	62	11/15/2023	04/14/2024
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	2	04/15/2024	04/14/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	2	04/15/2024	04/14/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	2	04/15/2024	04/14/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	04/15/2024	04/14/2029
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	63	04/15/2024	04/14/2029
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	63	04/15/2024	04/14/2029
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	63	04/15/2024	04/14/2029
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	126	04/15/2024	04/14/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	2
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	63

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	62	11/15/2023	04/14/2024
A la Carte	80397	EXT WARRANTY, FLEET 2 KIT	63	11/15/2023	04/14/2024
Unlimited 7 Bundle	80464	EXT WARRANTY, CAMERA (TAP)	81	10/15/2024	04/14/2029
Unlimited 7 Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	10/15/2024	04/14/2029
Unlimited 7 Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	11	10/15/2024	04/14/2029
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	03/15/2025	04/14/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	03/15/2025	04/14/2029
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	63	03/15/2025	04/14/2029
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	03/15/2025	04/14/2029

Payment Details

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Co-term	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	6	$819.62	$0.00	$819.62
BWC Co-term	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	81	$202.82	$0.00	$202.82
BWC Co-term	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
BWC Co-term	H00002	AB4 Multi Bay Dock Bundle	11	$38.63	$0.00	$38.63
BWC Co-term	ProLicense	Pro License Bundle	6	$1,345.03	$0.00	$1,345.03
BWC Co-term	Unlimited7	Unlimited 7 Bundle	81	$57,359.03	$0.00	$57,359.03
Fleet Gap Coverage and Upfront Hardware	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	62	$0.00	$0.00	$0.00
Fleet Gap Coverage and Upfront Hardware	80397	EXT WARRANTY, FLEET 2 KIT	63	$0.00	$0.00	$0.00
Fleet Gap Coverage and Upfront Hardware	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	124	$8,087.28	$0.00	$8,087.28
Fleet Gap Coverage and Upfront Hardware	87050	FLEET VIEW XL LICENSE	62	$6,900.60	$0.00	$6,900.60
Fleet Gap Coverage and Upfront Hardware	H00001	AB4 Camera Bundle	4	$3,396.00	$0.00	$3,396.00
Total				**$78,149.01**	**$0.00**	**$78,149.01**

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($74,769.71)	$0.00	($74,769.71)
Total				**($74,769.71)**	**$0.00**	**($74,769.71)**

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3A	Fleet 3 Advanced	2	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet Year 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	63	$18,257.40	$0.00	$18,257.40
Fleet Year 1	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	63	$3,137.40	$0.00	$3,137.40
Fleet Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	65	$0.00	$0.00	$0.00
Fleet Year 1	Fleet3A	Fleet 3 Advanced	2	$6,109.68	$0.00	$6,109.68
Fleet Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	63	$119,296.80	$0.00	$119,296.80
Year 1 BWC	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	6	$1,229.44	$0.00	$1,229.44
Year 1 BWC	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	81	$304.24	$0.00	$304.24
Year 1 BWC	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Year 1 BWC	H00002	AB4 Multi Bay Dock Bundle	11	$57.95	$0.00	$57.95
Year 1 BWC	ProLicense	Pro License Bundle	6	$2,017.55	$0.00	$2,017.55
Year 1 BWC	Unlimited7	Unlimited 7 Bundle	81	$86,038.51	$0.00	$86,038.51

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				**$236,448.97**	**$0.00**	**$236,448.97**

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet Year 2	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	63	$18,257.40	$0.00	$18,257.40
Fleet Year 2	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	63	$3,137.40	$0.00	$3,137.40
Fleet Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	65	$0.00	$0.00	$0.00
Fleet Year 2	Fleet3A	Fleet 3 Advanced	2	$6,109.68	$0.00	$6,109.68
Fleet Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	63	$119,296.80	$0.00	$119,296.80
Year 2 BWC	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	6	$2,049.06	$0.00	$2,049.06
Year 2 BWC	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	81	$507.06	$0.00	$507.06
Year 2 BWC	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Year 2 BWC	H00002	AB4 Multi Bay Dock Bundle	11	$96.58	$0.00	$96.58
Year 2 BWC	ProLicense	Pro License Bundle	6	$3,362.58	$0.00	$3,362.58
Year 2 BWC	Unlimited7	Unlimited 7 Bundle	81	$143,397.54	$0.00	$143,397.54
Total				**$296,214.10**	**$0.00**	**$296,214.10**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	63	$18,257.40	$0.00	$18,257.40
Fleet Year 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	63	$3,137.40	$0.00	$3,137.40
Fleet Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	65	$0.00	$0.00	$0.00
Fleet Year 3	Fleet3A	Fleet 3 Advanced	2	$6,109.68	$0.00	$6,109.68
Fleet Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	63	$119,296.80	$0.00	$119,296.80
Year 3 BWC	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	6	$2,049.06	$0.00	$2,049.06
Year 3 BWC	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	81	$507.06	$0.00	$507.06
Year 3 BWC	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Year 3 BWC	H00002	AB4 Multi Bay Dock Bundle	11	$96.58	$0.00	$96.58
Year 3 BWC	ProLicense	Pro License Bundle	6	$3,362.58	$0.00	$3,362.58
Year 3 BWC	Unlimited7	Unlimited 7 Bundle	81	$143,397.54	$0.00	$143,397.54
Total				**$296,214.10**	**$0.00**	**$296,214.10**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	63	$18,257.40	$0.00	$18,257.40
Fleet Year 4	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	63	$3,137.40	$0.00	$3,137.40
Fleet Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	65	$0.00	$0.00	$0.00
Fleet Year 4	Fleet3A	Fleet 3 Advanced	2	$6,109.68	$0.00	$6,109.68
Fleet Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	63	$119,296.80	$0.00	$119,296.80
Year 4 BWC	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	6	$2,049.06	$0.00	$2,049.06
Year 4 BWC	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	81	$507.06	$0.00	$507.06
Year 4 BWC	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Year 4 BWC	H00002	AB4 Multi Bay Dock Bundle	11	$96.58	$0.00	$96.58
Year 4 BWC	ProLicense	Pro License Bundle	6	$3,362.58	$0.00	$3,362.58
Year 4 BWC	Unlimited7	Unlimited 7 Bundle	81	$143,397.54	$0.00	$143,397.54

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				**$296,214.10**	**$0.00**	**$296,214.10**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet Year 5	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	63	$18,257.40	$0.00	$18,257.40
Fleet Year 5	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	63	$3,137.40	$0.00	$3,137.40
Fleet Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	65	$0.00	$0.00	$0.00
Fleet Year 5	Fleet3A	Fleet 3 Advanced	2	$6,109.68	$0.00	$6,109.68
Fleet Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	63	$119,296.80	$0.00	$119,296.80
Year 5 BWC	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	6	$2,049.06	$0.00	$2,049.06
Year 5 BWC	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	81	$507.06	$0.00	$507.06
Year 5 BWC	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Year 5 BWC	H00002	AB4 Multi Bay Dock Bundle	11	$96.58	$0.00	$96.58
Year 5 BWC	ProLicense	Pro License Bundle	6	$3,362.58	$0.00	$3,362.58
Year 5 BWC	Unlimited7	Unlimited 7 Bundle	81	$143,397.54	$0.00	$143,397.54
Total				**$296,214.10**	**$0.00**	**$296,214.10**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00016239 (originated via Q-140551) and is terminating that contract upon the new license start date 11/15/2023 of this quote.

The parties agree that Axon is granting a refund of $74,769.71 to refund paid, but undelivered services. This discount is based on a Body worn Camera ship date range of 10/15/2023 - 10/30/2023, resulting in a 11/15/2023 license date (Expected Fleet ship date range of 3/15/2024- 3/31/2024, resulting in a 4/15/2024 license date). Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

100% discounted body-worn camera and docking station hardware, as well as Fleet hardware, contained in this quote reflects a TAP replacement for hardware purchased under existing contract #00016239. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

9/15/2023

Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Authorize the City Manager to release a Request for Proposals for the reconstruction of the Civic Center parking lot - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: The Board of Commissioners approved a contract for the renovation of the Robert Cherry Civic Center on March 28, 2023. The parking lot was not included in the original plans and contract.

The Parks and Recreation Department entered into an agreement with Bacon Farmer Workman for design and construction administration services for a new parking lot.

Bacon Farmer Workman has completed the design and is ready to issue a Request for Proposals for the construction of a new parking lot at the Robert Cherry Civic Center, to include ingress/egress into the building from the parking lot areas.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Facility Improvements

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:
1. MO RFQ Civic Center Parking Lot

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS FOR THE CONSTRUCTION OF THE CIVIC CENTER PARKING LOT

WHEREAS, On March 28, 2023 the Board of Commissioners approved a contract for the renovation of the Robert Cherry Civic Center by Municipal Order 2715; and

WHEREAS, the parking lot was not included in the original plans; and

WHEREAS, the Parks and Recreation Department received quotes for the design of a new parking lot and entered into an agreement with Bacon Farmer Workman for design and construction administration services for a new parking lot; and

WHEREAS, Bacon Farmer Workman has completed design and is ready to issue a Request For Proposals for the construction of a new parking lot at the Robert Cherry Civic Center, to include ingress/egress into the building from the parking lot areas.

NOW THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City Manager is hereby authorized and directed to issue a Request For Proposals for the construction of a new parking lot at the Robert Cherry Civic Center, to include ingress/egress into the building from the parking lot areas.

SECTION 2. This Order will be in full force and effect from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 26, 2023
Recorded by Lindsay Parish, City Clerk, September 26, 2023
MO\RFQ Civic Center Parking Lot

Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Approve Contract Amendment for Rightway Janitorial for custodial services - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: On July 25, 2023, the Board of Commissioners accepted the bid proposal and authorized a contractual agreement with Rightway Janitorial Services, LLC on July 25, 2023 for the custodial services for restroom facilities in parks.

An amendment to the contract is required to provide an additional service daily for the downtown restroom location for the unit price of $210 per day.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Operations

Account Number: 1000-24-2402-523070

Staff Recommendation: Approve

Attachments:
1. MO contract amend - custodial services parks – Rightway 2023
2. Signed Amendment

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR CUSTODIAL SERVICES WITH RIGHTWAY JANITORIAL SERVICES, LLC, FOR AN ADDITIONAL DAILY CLEANING OF THE DOWNTOWN RESTROOMS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AMENDMENT

WHEREAS, the Board of Commissioners approved Municipal Order No 2762 authorizing the City to enter into an agreement with Rightway Janitorial Services, LLC. for custodial services for city-owned public restroom facilities; and

WHEREAS, the City of Paducah now wishes to amend the agreement with Rightway Janitorial Services, LLC. to provide an additional daily cleaning for the downtown restroom location for the unit price of $210 per day.

BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute Amendment No. 1 to the Contract for Custodial Services with Rightway Janitorial Services, LLC. for a second daily service of the downtown restrooms at a price of $210 per day.

SECTION 2. This purchase shall be charged to Account Number 1000-2402-523070.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 26, 2023
Recorded by Lindsay Parish, City Clerk, September 26, 2023

\mo\contract amend - custodial services parks – Rightway 2023

AMENDMENT
CONTRACT FOR CUSTODIAL SERVICES

This Amendment to the Contract for Services with Rightway Janitorial Services, LLC ("CONTRACTOR") for Custodial Services for the City of Paducah, Parks and Recreation Department ("CITY") is effective September 30, 2023.

WITNESSETH:

WHEREAS, the City contracted with Contractor to provide custodial services Sunday - Saturday for restroom facilities in parks in the City of Paducah; and

WHEREAS, the City would like to extend the contract with Contractor for an additional cleaning to be performed daily at the downtown restroom facility located at 100 Jefferson Street in downtown Paducah.

NOW THEREFORE, in the consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

1: TERM The term of this contract for services is effective September 30, 2023 through December 31, 2023, with one (1) additional option for an extension of this service for six (6) months, if both parties agree in writing before the expiration of the current term.

2: TERMINATION In the incident of breach of contract, either party may terminate this Contract for Services with 10 days of notification in writing.

3: CONTRACTOR RESPONSIBILITIES Contractor will be responsible for providing the City with quality custodial services as specified in the original contract for services dated August 1, 2023.

Contractor will be responsible for providing an additional daily service to be performed after 2:00 pm and before 5:00 pm daily for the following facility:

Downtown Restroom building (4 restroom units) located at 101 Jefferson Street

Daily cleaning and sanitizing of each public restroom facility to include, wiping down, cleaning, and sanitizing all high touch surfaces to include handles, knobs, faucets, sinks, counter tops, toilets, urinals, etc.; sweeping and mopping floors; removing, cleaning, disinfecting, and replacing floor mats and rugs; emptying trash and replacing with clean trash liners; and as needed, wiping down and disinfecting walls and removing any and all debris.

Daily restock of all toiletries and liquid soaps, paper towels, etc.

Contractor will provide a copy of their liability insurance, a copy of their business license, a completed W9 form, in addition to this signed agreement.

SECTION 4: OPERATIONS PAYMENT Contractor will submit an invoice to City for payment by the 15th of the month following services provided.

Additional custodial services will be provided as described herein and will be included on each monthly invoice on a separate line at the following unit pricing:

- Second Daily Cleaning Service, $210/day

Invoices should be submitted by the 15th of each month for the services provided the month prior to Jared Marsden, Asst Director of Parks at jmarsden@paducahky.gov.

Checks from the City will be made payable to Rightway Janitorial Services, LLC and will be paid within 2 weeks of receipt of the invoice.

In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

5. PARKS' RESPONSIBILITIES City will provide items for restocking to include bags, paper products, and liquid soap products to be stored at the Parks building and/or onsite at facilities accordingly.

City will provide Contractor with keys to access facilities included in this agreement. City will pay invoices within 2 weeks of receipt of the invoice.

SECTION 6: ACCOUNTING Contractor shall conduct all accounting, payroll, and financial management in accordance with all City of Paducah municipal orders and ordinances and state law.

SECTION 7: HOLD HARMLESS City shall be held harmless by Contractor against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease, unless such claims are a result of the City's sole negligence.

SECTION 8. EMPLOYEES; WORKERS' COMPENSATION Contractor shall furnish all employees and shall be employed by Contractor. Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease. Contractor shall also purchase any other coverage required by law for the benefit of employees.

SECTION 9. NOTICES Any and all notices and/or other information to be delivered to the Parties shall be delivered to the following:

CITY OF PADUCAH: RIGHTWAY JANITORIAL

Daron Jordan
Paducah City Hall
300 South 5th Street
Paducah, KY 42001

SERVICES, LLC:

_____
_____
_____

SECTION 10: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in to this agreement. All other terms, provisions, and conditions of the contract for services, including the Original contract, and amendment, shall remain in full force and effect and shall be binding upon the parties hereto.

City of Paducah

_____
George Bray, Mayor Date

Rightway Janitorial Services, LLC

Richard B. Greene 9-20-23
Owner Signature Date

Richard B. Greene
Name (Print)

Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Renew Employment Agreement with City Manager - **S. WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox
Presentation By: Stefanie Wilcox

Background Information: Agreement to renew Daron Jordan's employment for an additional two years beyond the original term.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To Approve Agreement to Renew City Manager Contract.

Attachments:
1. MUNICIPAL ORDER APPROVING AGREEMENT TO RENEW EMPLOYMENT WITH CITY MANAGER (00283397xDDD9A)
2. RENEWAL OF CITY MANAGER AGREEMENT (00283376xDDD9A)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF AGREEMENT TO RENEW EMPLOYMENT AGREEMENT WITH CITY MANAGER DARON JORDAN

WHEREAS, the Paducah City Commission desires to renew the Agreement with Daron Jordan to serve as City Manager for an additional two years beyond the original term.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY as follows:

Section 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized and directed to execute the Agreement to Renew Employment Agreement with Daron Jordan as Paducah City Manager.

Section 2. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

_____
Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, September ___, 2023

Adopted by the Board of Commissioners, September ___, 2023

Recorded by City Clerk, September ___, 2023

283376

AGREEMENT TO RENEW
EMPLOYMENT AGREEMENT WITH DARON JORDAN
AS PADUCAH CITY MANAGER

THIS AGREEMENT is entered into as of this ____ day of September, 2023 by and between the CITY OF PADUCAH, State of Kentucky, a municipal corporation (hereinafter referred to as "Employer") and DARON JORDAN (hereinafter referred to as "Employee") (hereinafter collectively "Parties").

WITNESSETH:

WHEREAS, on June 29, 2021, the Paducah City Commission ("Commission") entered into a three-year agreement with Employee which employed him as City Manager for the City of Paducah beginning on August 1, 2021 for a period of three years; and

WHEREAS, the Parties desire to renew the Original Agreement for an additional two years beyond the initial term;

NOW THEREFORE, in consideration of the foregoing premises, and for other valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all Parties hereto, the Parties do covenant and agree as follows:

1. **Renewal of Agreement**. The Commission hereby renews the Agreement in which Employee was appointed to the position of City Manager of the City of Paducah. Employee hereby agrees to renew the Agreement.

2. **Term**. The Term of this Agreement to Renew will be from August 1, 2024 to July 31, 2026 (hereinafter "Subsequent Term"). This Agreement may be renewed again by Employer for an additional term of years, the length of which shall be mutually agreed upon by the Parties.

3. **Remaining Terms and Conditions**. All other terms and conditions of the Original Agreement signed on June 29, 2021 shall remain the same throughout the Subsequent Term.

SIGNATURES ON NEXT PAGE

IN WITNESS **WHEREOF,** the Paducah City Commission has caused this Agreement to be executed on its behalf by the City's Mayor and Employee this ____ day of September, 2023.

_____

Mayor, City of Paducah

_____

Daron Jordan, Employee

Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Setting Tax Levies: Ad Valorem Properties -- FY2024 - **S. MILLAY**

Category: Ordinance

Staff Work By: Jonathan Perkins,
Stephanie Millay
Presentation By: Stephanie Millay

Background Information: Real estate and personal property tax levies for the City's General Fund and Paducah Junior College (PJC) are proposed to be set as per the attached ordinance.

The City's General Fund real estate tax levy is proposed to be $.256 per $100 assessed value (AV). The proposed FY2024 rate is 58% of what the rate was in FY1995, when the City started a conscious effort to lower real estate tax rates.

The City's General Fund personal tax levy is proposed to be $.373 per $100 AV. The proposed FY2024 rate is 26% less than the FY1995 rate.

The City eliminated inventory taxes many years ago in order to encourage inventory-rich business growth in Paducah. The City's inventory rate was phased out over a four-year period, 1998 through 2002, and fully eliminated in FY2003. The inventory tax would have netted revenue nearly $874,000 in FY2024, if it were in place today.

Staff proposes the City's tax levy be set at 25.6 cents per $100 AV. The FY2024 compensating rate is 24.7 cents per $100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 25.6 cents.

From FY2001 to FY2024, the City of Paducah has lowered its real estate tax levy by 4.4 cents, while others increased their tax levy during the same time period.

The property tax levy ordinance will be introduced on September 5, 2023 with the second and final reading on September 26, 2023. Since the City's proposed tax levy is more than the 'compensating rate' of 24.7 cents per $100 AV, a public hearing is required; a public hearing is scheduled for September 5, 2023.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan: Public Notices and Hearing.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Recommend that the Mayor and Commission adopt the proposed 2023-2024 (FY2024) real estate and personal ad valorem tax levies as proposed.

Attachments:

1. ORD Tax Rate FY2024

ORDINANCE NO. 2023-09-_____

AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2023, THROUGH JUNE 30, 2024, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2023, through June 30, 2024, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty five and 6/10 cents ($.256) upon each one hundred dollars ($100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2023, through June 30, 2024, upon all taxable personal property, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty-seven and 3/10 cents ($0.373) upon each one hundred dollars ($100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. There is hereby further levied an ad valorem tax of thirty nine and 0/10 cents ($0.390) on each one hundred dollars ($100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2023, through June 30, 2024, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 4. All taxes levied by Sections 1, 2 and 3 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2023, through June 30, 2024.

SECTION 5. There is hereby further levied an ad valorem tax of one and 4/10 cents ($0.014) on each one hundred dollars ($100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2023, through June 30, 2024, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of one and 4/10 cents ($0.014) on each one hundred dollars ($100.00) of assessed valuation of all personal property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2023, through June 30, 2024, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. There is hereby further levied an ad valorem tax of three and 1/10 cents ($0.031) on each one hundred dollars ($100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2023, through June 30, 2024, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 8. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2023, through June 30, 2024, an ad valorem tax of eighty-four and 6/10 cents ($0.846) on each one hundred dollars ($100.00) assessed valuation of all real property subject to taxation for school purposes in the

City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 9. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all personal property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2023, through June 30, 2024, an ad valorem tax of eighty-six and 4/10 cents ($0.864) on each one hundred dollars ($100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 10. The taxes levied under this ordinance are summarized as follows:

PURPOSE	RATE PER $100
GENERAL FUND OF THE CITY:	
Real Property	$0.256
Personal Property (except inventory)	$0.373
Motor Vehicles and Watercraft	$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE	
Real Estate	$0.014
Personal Property (except inventory)	$0.014
Motor Vehicles and Watercraft	$0.031

SECTION 11. The City of Paducah shall collect the following taxes for the Board of Education:

PADUCAH INDEPENDENT SCHOOL DISTRICT	
Real Property	$0.846
Personal Property (including inventory)	$0.864

SECTION 12. Property taxes levied herein shall be due and payable in the following manner:

(1) In the case of tax bills which reflect an amount due of less than Two Thousand Dollars ($2,000.00), the payment shall be due on November 1,

2023, and shall be payable without penalty and interest until November 30, 2023.

(2) In the case of all other tax bills, payment shall be in accordance with the following provisions:

(a) The first half payment shall be due on November 1, 2023, and shall be payable without penalty and interest until November 30, 2023.

(b) The second half payment shall be due on February 1, 2024, and shall be payable without penalty and interest until February 29, 2024.

SECTION 13. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 14. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

_____
Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners September 5, 2023
Adopted by the Board of Commissioners September 26, 2023
Recorded by Lindsay Parish, City Clerk, September __, 2023
Published by The Paducah Sun, September __, 2023
Ord\Finance\Tax Rate FY2024

Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Budget Amendment Related to GO Bond 2013B Payoff - FY2024 - **D. JORDAN**

Category: Ordinance

Staff Work By: Daron Jordan, Jonathan Perkins, Lindsay Parish
Presentation By: Daron Jordan

Background Information: With the recent sale of the Teletech building, it is necessary to amend the FY2024 budget to reflect those receipts and the subsequent payoff of related debt called GO Bond 2013B. Therefore, the appropriate Debt Service Fund revenue account must be increased by $870,745 (sales proceeds), and the appropriate related GO Bond 2013B account (for the payoff) must be increased by $957,205 (principle, $955,000, plus accrued interest of $2,205).

According to Municipal Order 2778, passed by the City Commission on August 8, 2023, the payoff of the 2013B GO Bond will be covered (in part) by proceeds from the sale of the Teletech Building. The difference remaining on the 2013B GO Bond ($870,745 less $957,205), will be taken from the Debt Service Fund fund balance to satisfy the full amount outstanding on the 2013B GO Bond. The Municipal Order authorizes and directs the Mayor and City Clerk to execute all documents necessary to carry out this debt retirement.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Debt Service Fund

Account Number:

Staff Recommendation: Staff strongly recommends that the Debt Service Fund FY2024 budget reflect the aforementioned recommendations to increase revenues and expenditures as outlined.

Attachments:
1. ORD budget amend FY2024 GO Bond 2013B Payoff

ORDINANCE NO. 2023-_____-_____

AN ORDINANCE AMENDING ORDINANCE NO. 2023-06-8777, ENTITLED, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2023, THROUGH JUNE 30, 2024, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT"

WHEREAS, on April 8, 2013, the City authorized an Interlocal Cooperation Agreement ("ILA") between the City and the County for the purpose of acquiring, constructing and installing a building for sublease to Teletech Services at 2301 McCracken Boulevard ("the Project Improvements"); and

WHEREAS, the Project was financed through the cash payment of $1,350,000 from the City ("City's Contribution"), the cash payment of $1,350,000 from the County ("County's Contribution"), and the cash payment of $300,000 from the Greater Paducah Economic Development Council, Inc. ("GPEDC Contribution"); and

WHEREAS, the City approved Ordinance No. 2013-09-8074 authorizing the issuance of City of Paducah, Kentucky Taxable General Obligation Bonds, Series 2013B ("2013B Bonds") in the approximate aggregate principal amount of $2,485,000 (subject to a permitted adjustment increasing or decreasing the principal amount of by up to $245,000) for the purpose of financing economic development projects including the City's Contribution related to the Project Improvements; and

WHEREAS, the City approved Municipal Order No. 2778 authorizing the sale of the property to Newgen Ventures, LLC, and authorizing the city's portion of the sale proceeds to be used to redeem, pay and discharge the Kentucky taxable general obligation bonds, series 2013B.

WHEREAS, sale proceeds will cover all but $86,460 of the repayment amount of General Obligation Bonds Series 2013B; and

WHEREAS, the City Commission now wishes to amend the FY2024 budget to reflect the increase from the sale and to transfer the appropriate amounts to the appropriate GO Bond 2013B account for the bond payoff.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2023, and ending June 30, 2024, as adopted by Ordinance No. 2023-06-8777, be amended by the following re-appropriation:

- Increase Sale of Assets Account by $870,745
- Increase Principal – 2013 Series by $955,000
- Increase Interest – 2013 Series by $2,205

SECTION 2. That the Mayor and City Clerk are hereby authorized to execute all documents necessary to carry out the debt retirement.

SECTION 3. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded Lindsay Parish, City Clerk, _____
Published by *The Paducah Sun*, _____

\ord\finance\budget amend FY2024 – GO Bond 2013B Payoff

Agenda Action Form
Paducah City Commission

Meeting Date: September 26, 2023

Short Title: Approve Contract Modification #2 to Professional Services Contract with BFW Engineering & Testing for the Buckner Lane Bridge Replacement Project in the amount of ($8,120.00) - **R. MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy
Presentation By: Rick Murphy

Background Information: Background Information:
Summary: At the completion of the project, the fee of $8,120.00 for a FEMA flood report was not needed.

Background: On April 26, 2018, the President signed a major disaster declaration, FEMA-4361-DR-KY, for the 2018 Flooding and Severe Weather Events from February 21, 2018, through March 21, 2018. As a result, the City of Paducah applied for and received Disaster Relief Funding to restore the Buckner Lane Bridge under Event 4361DR-KY. The Federal Emergency Management Agency (FEMA) has estimated a $438,775.00 total project cost with a 75% Federal Share and 25% Non-Federal Share. FEMA has obligated $329,081.00 in Federal funds for the Buckner Bridge Project. The Non-Federal Share of $109,693.00 is split between State ($52,652.00) and Local ($57,041.00) cost shares.

On March 31, 2020, Ordinance 2020-03-8626 was approved by the Paducah Board of Commissioners, authorizing a professional services contract with BFW Engineering & Testing for $154,036.00.

On March 11, 2021, the American Rescue Plan Act funding was signed into law. The City of Paducah was notified of $6,439,016 of available funding. On July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate $4M of ARPA funding toward specific stormwater mitigation projects.

On September 28, 2021, Ordinance 2021-09-8703 was approved by the Paducah Board of Commissioners authorizing Contract Modification #1 for additional scope of work to provide additional professional services.

The City Engineering Department requested Strand & Associates to identify projects from the City of Paducah Comprehensive Stormwater Master Plan (CSMP). The Buckner Lane Bridge Replacement project was identified and presented to the Commission at the July 13, 2021, meeting.

During the project closeout, the line item for the FEMA flood report (LOMR) was determined unnecessary for a savings of $8,120.00.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority: Stormwater management

Communications Plan:

Funds Available: Account Name: Buckner Lane Bridge

Account Number: PF0078

Staff Recommendation: Authorize and direct the Mayor to accept and execute Contract Modification #1 and any associated documents. Authorization decreases BFW's contract by $8,120.00. The approval of the contract amendment will reduce the total contract amount from $228,381.00 to $220,261.00.

Attachments:

1. ORD CHGORD2- BFW Engineering – Buckner Lane Bridge Project

ORDINANCE NO. 2023 - _____-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH BFW ENGINEERING & TESTING, INC. TO DECREASE THE CONTRACT BY $8,120 FOR THE BUCKNER LANE BRIDGE REPLACEMENT OVER CROOKED CREEK

WHEREAS, on March 31, 2020, the City approved Ordinance 2020-03-8626, authorizing a professional services contract with BFW Engineering & Testing, Inc, for $154,036 for the Buckner Lane Bridge Replacement Over Crooked Creek; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) funding was signed into law which afforded funding in an amount of $6,439,016 to the City of Paducah; and

WHEREAS, on July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate $4,000,000 of ARPA funding toward specific stormwater mitigation projects; and

WHEREAS, on September 28, 2021, Ordinance 2021-09-8703 was approved by the Paducah Board of Commissioners authorizing Contract Modification #1 for additional scope of work to provide additional professional services; and

WHEREAS, during the project closeout, the line item for the FEMA flood report (LOMR) was determined unnecessary for a savings of $8,120.00.

WHEREAS, Contract Modification No. 2 is required for a decrease in the amount of $8,120 adjusting the total construction project from $228,381 to $220,261.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 2 with BFW Engineering & Testing, Inc., for a decrease in the amount of $8,120 and a new total contract cost of $220,261.

SECTION 2. This expenditure shall be charged to the Buckner Lane Bridge Project Account PF0078.

SECTION 3. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, September 26, 2023
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____

\ord\eng\CHGORD2- BFW Engineering – Buckner Lane Bridge Project