CITY COMMISSION MEETING
AGENDA FOR MARCH 12, 2024
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

NEW EMPLOYEE INTRODUCTION Daisha Johnson - Diversity Specialist

PROCLAMATION Brain Injury Awareness Month - Dylan Dixon, NeuroRestorative

PUBLIC COMMENTS

MAYOR'S REMARKS

PRESENTATION Fire Department Feasibility Study Presentation - Fire Chief Steve Kyle, Brandstetter Carroll, and ESCI

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 February 27, 2024 Board of Commissioners Meeting
		B.	Receive & File Documents
		C.	Reappointment of Ashlea McMillan and Appointment of Michael Cochran to the Creative & Cultural Council
		D.	Reappointment of Bob Turok to the Paducah-McCracken County Industrial Development Authority
		E.	Personnel Actions
		F.	Purchase of Rollout Containers, Lids, & Replacement Parts from Toter, Inc. in an amount not to exceed $340,000 - **C. YARBER**
		G.	Approve amendment to Tyler Technologies contract to add Capital Project Explorer and Open Finance modules - **E. STUBER**

		H.	Authorize the Release of a Request for Bids for a Natural Gas Franchise - **M. SMOLEN**
		I.	Approve Contract Modification No. 2 in the amount of $103,779.00 for road remediation for the Dog Park Relocation Project - **A. CLARK**
	II.	**ORDINANCE(S) - ADOPTION**	
		A.	Approve an Agreement with Complete Demolition in the amount of $221,000 for Demolition Services for the property located at 1501 Broadway (Katterjohn Building) and authorize a Budget Amendment for the expenditure - **G. CHERRY**
	III.	**COMMENTS**	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	IV.	**EXECUTIVE SESSION**	

February 27, 2024

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, February 27, 2024, 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 the City Clerk, Lindsay Parish, the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Henderson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

INTRODUCTION

Communications Manager Pam Spencer offered the following summary:

Brett Woodall – Commonwealth Creative Entertainment
Paducah Convention & Visitors Bureau Executive Director Mary Hammond introduced Brett Woodall to the Board. Woodall, managing partner at Commonwealth Creative Entertainment, is working to produce several projects in Paducah and the surrounding counties. Woodall said the goal is to have steady movie productions with trained local crews. The movie, Katilyn's Chance, is a feature film which will be produced at Cassidy's Cause, an organization that provides therapeutic horse riding. Filming begins in late March. A factor in the decision to produce movies in the Paducah area is the State tax rebate.

ADDITION(S)/DELETION(S)
Add a Municipal Order as Item II(D) – Approve an Assistance to Firefighters Grant Application for Fire Ground Survival Training.

PUBLIC COMMENT
Holli Hammarquist requested that the Commission review the Ordinance regarding keeping chickens in the City.

MAYOR'S REMARKS

Communications Manager Pam Spencer offered the following summary:

- Mayor George Bray discussed the protest march held Sunday in downtown Paducah by a group of individuals wearing white facial coverings. Some of the people were carrying Confederate or white supremacy-related flags. Mayor Bray said the group was protesting a case that had been through the judicial system. He said the group acted legally and within their rights; however, Mayor Bray said this demonstration was unsettling. Mayor Bray added that Paducah is moving forward and that the protestors did not represent this community.
- Mayor Bray provided an update on the City Block project in downtown Paducah. He spoke with representatives of developer, Weyland Ventures, this morning about their work to secure a financing partner to launch the boutique hotel on the Jefferson Street side of the block. Weyland is talking to three different lending institutions and working with a sense of

urgency to pursue the deal. Mayor Bray said the City of Paducah is supportive, but Weyland knows that this project needs to move forward as quickly as possible. The public parking area of the project is open.

- Mayor Bray also announced that the City and County are working on a draft interlocal agreement for the 911 project.

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Commissioner Guess asked that Item I(F) be removed for separate discussion. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the February 6, 10 and 13, 2024, Board of Commissioners Meetings
I(B)	Receive and File Documents *Minutes File:* 1. Notice of Special Called Meeting on February 6, 2024 2. Notice of Special Called Meeting on February 10, 2024 *Contract File:* 1. Paducah Fire Location and Staffing Study
I(C)	Reappointment of Jennifer Colwell and Charles Leon Owens to the Civil Service Commission. Said terms will expire March 9, 2027.
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONSTRUCTION CONTRACT WITH VALLEY CONTRACTING SERVICES, LLC FOR THE PROBATION & PAROLE OFFICE BUILDING CONSTRUCTION FOR AN INCREASE IN THE AMOUNT OF $1,374.94, AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER **(MO #2858; BK 13**)
I(F)	~~A MUNICIPAL ORDER ACCEPTING THE BID OF MOTT ELECTRIC FOR FIRE STATION 5 GENERATOR PROJECT IN THE AMOUNT OF $77,400 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME~~ ***Removed for separate discussion***
I(G)	A MUNICIPAL ORDER OF THE CITY OF PADUCAH AUTHORIZING THE CITY MANAGER TO ENGAGE THE SERVICES OF STACEY BLANKENSHIP OF KEULER, KELLY, HUTCHINS, BLANKENSHIP & SIGLER, LLP, TO FILE A LAWSUIT AGAINST ALL POTENTIAL LIABLE PARTIES INVOLVED IN THE VEHICLE ACCIDENT ON SEPTEMBER 27, 2022, THAT CAUSED DAMAGE TO THE ROBERT CHERRY CIVIC CENTER **(MO #2860; 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).

MUNICIPAL ORDERS

CONTRACT WITH MOTT ELECTRIC FOR FIRE STATION #5 GENERATOR PROJECT IN THE AMOUNT OF $77,400

Commissioner Smith offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, "A Municipal Order accepting the bid of Mott Electric for Fire Station 5 generator project in the amount of $77,400 and authorizing the Mayor to execute a contract for same."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (**MO # 2859; BK 13**)

APPROVE INTERLOCAL AGREEMENT FOR AUTOMATIC MUTUAL AID WITH THE CITY OF METROPOLIS, ILLINOIS

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT FOR AUTOMATIC MUTUAL AID BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND THE CITY OF METROPOLIS, ILLINOIS."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2861; BK 13)**

APPROVE APPLICATION – PAUL BRUHN HISTORIC REVITALIZATION GRANT

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A PAUL BRUHN HISTORIC REVITALIZATION GRANT IN THE AMOUNT OF $750,000 TO AWARD SUBGRANTS FOR THE REHABILITATION OF HISTORIC PROPERTIES IN THE CENTRAL BUSINESS DISTRICT, MARKET HOUSE DISTRICT AND SOUTHSIDE COMMUNITY."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2862; BK 13)**

ADOPT THE 2024 COMMISSION PRIORITIES

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt A Municipal Order entitled, "A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, ADOPTING THE CITY COMMISSION PRIORITIES FOR THE CALENDAR YEAR 2024."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2863; BK 13)**

ASSISTANCE TO FIREFIGHTERS MATCHING GRANT APPLICATION IN THE AMOUNT OF $37,800 FOR FIRE GROUND SURVIVAL TRAINING

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ASSISTANCE TO FIREFIGHTERS MATCHING GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, IN THE AMOUNT OF $37,800 FOR FIRE GROUND SURVIVAL TRAINING."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2864; BK 13)**

ORDINANCE ADOPTIONS

CREATING NATURAL GAS FRANCHISE

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE CREATING A NATURAL GAS FRANCHISE." This Ordinance is summarized as follows: This Ordinance creates a new chapter in the City's Code of Ordinances to enact a non-exclusive Natural Gas Franchise. The purpose of the ordinance is to protect and preserve the City's public right-of-way and infrastructure and to provide for the orderly administration of the Franchise through specific requirements as contained within the ordinance. In consideration of the right to make use of Public Right-of-Way, the Franchisee must pay a sum equal to two percent (2%) of its Revenues to the City of Paducah during the life of the Franchise. Further, the ordinance outlines the requirements for interested parties to bid to become a Franchisee.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson, and Mayor Bray (4). Nay – Commissioner Smith (1) **(ORD 2024-02-8804; BK 37)**

AMEND PADUCAH CODE OF ORDINANCE CHAPTER 108 – TELECOMMUNICATIONS

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 108 "TELECOMMUNICATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This Ordinance is summarized as follows: The ordinance amends Chapter 108, "Telecommunications" of the Code of Ordinances of the City of Paducah, to simplify the application process, remove the requirement for bonds to be AAA rated, clarify language regarding franchise fee payments, and update the length of time required to have the telecommunications services available from 180 days to 365 days from the date of the award of the franchise

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2024-02-8805; BK 37)**

ORDINANCE INTRODUCTION

APPROVE AGREEMENT WITH COMPLETE DEMOLITION IN THE AMOUNT OF $221,000 FOR DEMOLITION OF 1501 BROADWAY (KATTERJOHN BUILDING) AND AUTHORIZE BUDGET AMENDMENT FOR EXPENDITURE

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING A CONTRACT WITH COMPLETE DEMOLITION SERVICES, LLC, IN THE AMOUNT OF $221,000 FOR THE DEMOLITION OF 1501 BROADWAY AND 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: This action accepts the bid of Complete Demolition and authorizes the Mayor to execute an agreement in the amount of $221,000 for the demolition of 1501 Broadway. Funding for this expenditure will come from Project Account No. MR0098. In order to cover this expenditure, funding must be transferred via a budget amendment from Investment Fund Fund Balance to the Project Account. This ordinance also authorizes that budget amendment in an amount of $221,000.

COMMENTS

CITY MANAGER – Mayor Bray and the City Manager will be attending KLC City Day/City Night on Wednesday and Thursday.

COMMISSIONER WILSON – She will not attend the March 12, 2024, meeting. She will be representing the City at the ECA meeting. Paducah is a member of ECA because we have a DOE site in our community.

ADJOURN

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

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

TIME ADJOURNED: 6:29 p.m.

ADOPTED: March 12, 2024

____
George Bray, Mayor

ATTEST:

____
Lindsay R. Parish, City Clerk

March 12, 2024

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Petition For Allowance of Fowl – Filed by Holli Hammarquist

Deed File:

1. Commissioner's Deed – 812 North 6th Street

Contract File:

1. EPAD Program Financing Agreement, Notice of Assessment and approval of Notice of Assessment – Block Mining – **MO #2855**
2. Interlocal Agreement for Automatic Mutual Aid – City of Metropolis, Illinois – **MO #2861**

Financials File:

1. Paducah Water Works – Financials ending January 31, 2024

Bids and Proposals File:

1. Paducah Fire Department Feasibility Study – RFQ – **MO #2675**
   a. PFGW
   b. Brandstetter Carroll*

2. Exterior Repairs – Fire Station No. 2 – **MO #2745**
   a. A&K Construction
   b. Evrard Construction*

3. Paducah Fire Station #5 – Generator – **MO #2859**
   a. Beltline Electric
   b. Jay's Electric
   c. Mott Electric*

CITY OF PADUCAH
March 12, 2024

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.

City Manager's Office Signature

3/4/2024
Date

CITY OF PADUCAH
PERSONNEL ACTIONS
March 12, 2024

NEW HIRES - FULL-TIME (F/T)

PUBLIC WORKS	POSITION	RATE	NCS/CS	FLSA	EFFECTIVE DATE
Wallace, Joseph Keith	Maintenance Technician	$22.47/hr	NCS	Non-Ex	March 21, 2024

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

PARKS & RECREATION	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Herndon, Emelyn	Sr. Recreation Specialist	Sr. Recreation Specialist	NCS	Ex	February 8, 2024
	$23.95/hr	$24.43/hr			
Morsching, Taylor A.	Recreation Superintendent	Recreation Superintendent	NCS	Ex	February 8, 2024
	$34.84/hr	$35.89/hr			
Morsching, Taylor A.	Recreation Superintendent	Interim Assistant Director	NCS	Ex	February 8, 2024
	$35.89/hr	$39.48/hr			
TECHNOLOGY					
Wells, Kaitlyn R.	Systems Administrator	Systems Administrator	NCS	Ex	February 22, 2024
	$27.92/hr	$28.76/hr			

Agenda Action Form
Paducah City Commission

Meeting Date: March 12, 2024

Short Title: Purchase of Rollout Containers, Lids, & Replacement Parts from Toter, Inc. in an amount not to exceed $340,000 - **C. YARBER**

Category: Municipal Order

Staff Work By: Latrisha Pryor
Presentation By: Chris Yarber

Background Information: Equipment available under National Intergovernmental Purchasing Alliance (IPA) Contract Number 171717, therefore, competitive bidding is not required. Thus, requesting authorization be given to allow purchases not to exceed $340,000 for rollout containers, lids, and additional replacement parts from Toter, Inc., throughout FY2024 for the Solid Waste Division.

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

Communications Plan:

Funds Available: Account Name: Solid Waste Fund - Equipment Other

Account Number: 50002209 – 542190

Staff Recommendation: That the City of Paducah hereby authorizes the execution of the Master Intergovernmental Cooperative Purchasing Agreement with Omnia Partners (National Intergovernmental Purchasing Alliance). Further, the Finance Director is authorized to make payment to Toter, Inc. for the purchase of rollout containers, lids, and replacement parts for the 2023-2024 fiscal year, in an amount not to exceed $340,000, and authorizes the Mayor to execute all documents related to same. These containers and accessories will be used by customers within the City limits of Paducah served by the Solid Waste Division, Public Works Department. This purchase is made in compliance with the National Intergovernmental Purchase Alliance (IPA) Contract Number 171717.

Attachments:
1. MO refuse-rollout containers 2024

MUNICIPAL ORDER NO. ______

A MUNICIPAL ORDER AUTHORIZING A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH OMNIA PARTNERS AND AUTHORIZING THE PURCHASE OF ROLL-OUT CONTAINERS, LIDS, AND ADDITIONAL REPLACEMENT PARTS OFF OF THE OMNIA PARTNERS COOPERATIVE PURCHASING CONTRACT WITH TOTER, INC., IN AN AMOUNT NOT TO EXCEED $340,000 FOR THE PUBLIC WORKS SOLID WASTE DIVISION

WHEREAS, the Public Works Solid Waste Division needs new roll-out solid waste containers for distribution to the citizens of Paducah as required for solid waste pick-up; and

WHEREAS, this equipment is available under Omnia Partners Contract Number 171717; and

WHEREAS, in order to purchase off of the Omnia Partners Contract, the City must approve a Master Intergovernmental Cooperative Purchasing Agreement with Omnia Partners; and

WHEREAS, in order to allow the purchase for additional roll-outs, lids and replacement parts as necessary, the Solid Waste Division is requesting that authorization be given to allow purchases in an amount not to exceed $340,000.

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

<u>SECTION 1</u>. That the City of Paducah hereby authorizes the execution of a Master Intergovernmental Cooperative Purchasing Agreement with Omnia Partners for cooperative purchasing from the Toter, Inc. Agreement.

<u>SECTION 2</u>. That the City of Paducah hereby authorizes the Finance Director to make payment to Toter, Inc. for the purchase of roll-out refuse containers, lids and replacement parts for Fiscal Year 2024, in an amount not to exceed the City's budgeted amount of $340,000 and authorizes the Mayor to execute all documents related to same. This purchase is made in compliance with Omnia Partners Contract Number 171717.

<u>SECTION 2</u>. This expenditure shall be charged to the Solid Waste Fund – Equipment Other, Account 50002209-542190.

<u>SECTION 3</u>. 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, February 27, 2024
Recorded by Lindsay Parish, City Clerk, February 27, 2024
\mo\refuse-rollout containers 2024

Agenda Action Form
Paducah City Commission

Meeting Date: March 12, 2024

Short Title: Approve amendment to Tyler Technologies contract to add Capital Project Explorer and Open Finance modules - **E. STUBER**

Category: Municipal Order

Staff Work By: Eric Stuber, Daron Jordan, Jonathan Perkins, Emma Shaw, Audra Kyle
Presentation By: Eric Stuber

Background Information: In order to provide more financial transparency to the citizens of Paducah, the Mayor and City Manager requested that the Technology and Finance Departments work together to find a web-based portal that can integrate with our website where citizens can view in near real-time our budget, revenue, expenses, capital project cost and performance.

The Technology and Finance Departments looked at what other cities use to achieve this goal and found the majority use ClearGov, OpenGov, and Open Finance.

We viewed the websites of various cities that use these products as well as participated in demos of each.

ClearGov and OpenGov do not directly integrate with our Tyler ERP Finance modules but we have the option of manually preparing financial reports and uploading them to those systems which would require Finance staff additional work each month.

Open Finance is a Tyler Technologies product that directly integrates with the general ledger and requires no manual process from Finance Staff. This allows for near real-time integration and publishing of financial data to the dashboard.

For capital projects like the BUILD Grant and City Block Project we can utilize the Capital Project Explorer module from Tyler Technologies to create a dashboard for each of those projects where citizens can see budget, revenue, and expenses specific to those projects.

The cost to implement these additional modules is $8,925 which would be paid for out of our existing project account. The ongoing SaaS maintenance fees would increase by $22,800 per year and be paid for out of the Technology Departments Software Maintenance account.

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

Communications Plan:

Funds Available: Account Name: EAM Software 9.238
Computer Software Maintenance

Account Number: EQ0022-000-70000-70007
1000-05-0501-GG-00000-00000-522020

Staff Recommendation: Authorize the Mayor to approve a contract amendment to Tyler Technologies, Inc. to Capital Project Explorer and Open Finance modules

Attachments:

1. MO contract-software-amendment-tyler 3-2024
2. Paducah KY Amend 022024 - signed

MUNICIPAL ORDER NO. _______

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES IN AN AMOUNT OF $8,925 RELATED TO THE ADDITION OF OPEN FINANCE AND CAPITAL PROJECT EXPLORER, AND $22,800 RELATED TO AN INCREASE IN ANNUAL SAAS MAINTENANCE FEES

WHEREAS, by Ordinance No. 2016-6-8373, the City and Tyler Technologies, Inc. executed a contract for Tyler to provide software and related products and services that will accommodate the City's data processing needs; and

WHEREAS, Ordinance No. 2018-6-8534 amended the contract to include 18 post implementation days from the initial RFP response to be shared across all six phases; and

WHEREAS, Municipal Order No. 2142 amended the contract to allow for the $23,000 designated for conversions and forms to be used instead for 18 additional implementation days at a cost of $22,950; and

WHEREAS, Municipal Order No. 2284 to amended the agreement with Tyler Technologies to remove certain services and to add services related to the implementation of Energov software; and

WHEREAS, Municipal Order No. 2333 amended the agreement with Tyler Technologies to convert Codes & Permitting business process consulting costs to implementation days for the Energov implementation, remove the Property Tax Enhancement for tax bill installments and converting the budget to an additional property tax form and travel expenses, and change the Statement of Work dates for property tax, payroll & HR and work orders; and

WHEREAS, Municipal Order No. 2352 amended the agreement with Tyler Technologies to allocate funds from the travel line to the custom programming related to property tax billing forms; and

WHEREAS, Municipal Order No. 2432 amended the agreement with Tyler Technologies to remove $5,100 from the forms library, add $2,100 for 1.5 Energov implementation days, add $2,800 for customer contact information conversions, reallocate 2 Munis implementation days to 2 Energov implementation days, and reduce the Tyler contract amount by $200; and

WHEREAS, Municipal Order No. 2516 amended the agreement with Tyler

Technologies to convert unused Human Resources/Payroll conversions into implementation hours for an increase to the contract in the amount of $940; and

WHEREAS, Municipal Order No. 2815 amended the agreement to remove the Fixed Assets, Inventory, Work Orders, Fleet and Facility Management, and KY Tax Lien modules; to cap increases to annual SaaS Fees at 3% per year for the three annual renewals starting July 1, 2023; and to add resident Access Migration and Payroll with Employee Access Migration; and

WHEREAS, Municipal Order No. 2844 amended the agreement in the amount of $2,995 for SaaS maintenance fees and credit card terminal fees as part of the change from BridgePay to Tyler Payments as the processing gateway for credit card payments after December 31, 2024.

WHEREAS, in order to provide more financial transparency, the City of Paducah is now desires to add the Open Finance Module, a Tyler Technologies product that directly integrates with the general ledger and requires not manual process, which allows for near real-time integration and publishing of financial data to the dashboard, and the Capital Project Explorer Module, to create a dashboard for projects, such as the BUILD Grant and City Block Project, where citizens can see budget, revenue and expenses specific to these projects.

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

SECTION 1. That the City Commission hereby approves an amendment to the contract with Tyler Technologies, Inc. in the amount of $8,925 for two modules, Open Finance and Capital Project Explorer. Further, this action shall increase the cost of SaaS maintenance fees by $22,800 per year.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the Amendment on behalf of the City.

SECTION 3. This expenditure shall be charged as follows:

- Module Expenditure: EAM Software 9.238 EQ 0022-000-70000-70007
- Saas Maintenance Fees: Computer Software Maintenance 1000-05-GG-00000-00000-522020

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, March 12, 2024
Recorded by Lindsay Parish, City Clerk, March 12, 2024
\mo\contract-software-amendment-tyler 3-2024

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Paducah, Kentucky, with offices at 300 S. Fifth Street, Paducah, Kentucky 42002 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 15, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following unused services are hereby removed from the Agreement:

    a. 7 Custom Report Development days ($1,275/day), at a contract price of $8,925

2. Capital Project Explorer; Open Finance. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first quarter following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

    a. As of the first day of the first quarter following the Amendment Effective Date, the annual SaaS fees payable under the Agreement shall be increased by $22,800, with a quarterly payment increase of $5,700. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.

    b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	City of Paducah, Kentucky
By: Robt Kennedy-Jensen	By:
Name: Robert Kennedy-Jensen	Name:
Title: Group General Counsel	Title:
Date: February 22, 2024	Date:

Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Jeremy Shaw
Quote Expiration:	06/04/24
Quote Name:	City of Paducah - ERP - Data & Insights
Quote Description:	Open Finance & Capital Projects Explorer
Saas Term	1.00

Sales Quotation For:

City of Paducah
PO Box 2267
Paducah KY 42002-2267

Shipping Address:

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Data Insights			
Capital Projects Explorer	1	0	$ 8,000.00
Open Finance	1	0	$ 16,000.00
Sub-Total:			$ 24,000.00
Less Discount:			$ 1,200.00
TOTAL		**0**	**$ 22,800.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Install Fee - Capital Projects Explorer	1	$ 2,800.00	$ 0.00	$ 2,800.00	$ 0.00
Install Fee - Open Finance	1	$ 5,600.00	$ 0.00	$ 5,600.00	$ 0.00

	TOTAL	**$ 8,400.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 22,800.00
Total Tyler Services	$ 8,400.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 8,400.00**	**$ 22,800.00**
Contract Total	**$ 31,200.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: ______________________ Date: ______________________

Print Name: ______________________ P.O.#: ______________________

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Data Insights			
Capital Projects Explorer	$ 8,000.00	$ 400.00	$ 7,600.00
Open Finance	$ 16,000.00	$ 800.00	$ 15,200.00
TOTAL	**$ 24,000.00**	**$ 1,200.00**	**$ 22,800.00**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If

listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights SaaS Services, or certain Tyler solutions which include Tyler’s Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Paducah, KY Amend 022024

Final Audit Report 2024-02-22

Created:	2024-02-22
By:	Stacey Gerard (stacey.gerard@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATXWK1-bYezF3Dyz8uVlNX65Jtne7UqDn

"Paducah, KY Amend 022024" History

Document created by Stacey Gerard (stacey.gerard@tylertech.com)
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Email viewed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)
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Document e-signed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)
Signature Date: 2024-02-22 - 2:22:09 PM GMT - Time Source: server

Agreement completed.
2024-02-22 - 2:22:09 PM GMT

Agenda Action Form
Paducah City Commission

Meeting Date: March 12, 2024

Short Title: Authorize the Release of a Request for Bids for a Natural Gas Franchise - **M. SMOLEN**

Category: Municipal Order

Staff Work By: Lindsay Parish, Michelle Smolen
Presentation By: Michelle Smolen

Background Information: On February 27, 2024, the City Commission adopted an ordinance creating a Natural Gas Franchise in the City of Paducah. As part of the next step, the City Commission must authorize the City Manager's office to issue a request for bids for a natural gas franchise in Paducah. Bids will be reviewed and brought back to the City Commission for action.

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: Approval.

Attachments:
1. MO RFP – Natural Gas Franchise 2024

MUNICIPAL ORDER NO. _______

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR A NON-EXCLUSIVE NATURAL GAS FRANCHISE IN PADUCAH, KENTUCKY, IN ACCORDANCE WITH CHAPTER 24 “NATURAL GAS” OF THE CODE OF ORDINANCES

WHEREAS, on February 27, 2024, the City Commission adopted Ordinance No. 2024-02-8804 which created Chapter 24 of the Code of Ordinances of the City of Paducah entitled “Natural Gas”; and

WHEREAS, the City is now ready to issue a Request for Proposals for the creation of non-exclusive natural gas franchises within the City of Paducah.

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

SECTION 1. That the City Manager is hereby authorized and directed to develop, advertise and initiate a Request for Proposals for the purpose of soliciting non-exclusive natural gas franchises within the City of Paducah.

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, March 12, 2024
Recorded by Lindsay Parish, City Clerk, March 12, 2024
MO\RFP – Natural Gas Franchise 2024

Agenda Action Form
Paducah City Commission

Meeting Date: March 12, 2024

Short Title: Approve Contract Modification No. 2 in the amount of $103,779.00 for road remediation for the Dog Park Relocation Project - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: In December, the City executed a contract with Evrard Company Inc to construct dog parks in Noble Park as part of the Paducah Sports Park Project and relocation of the dog parks.

The project includes a new roadway in the park to create 2-way traffic access in and out of the dog park area. In February, BFW determined the soil to need remediation and made recommendations to the contractor for cost estimates.

It is the recommendation of BFW and the City Team to move forward with Option 1: Cement Stabilization as proposed, in the amount of $103,779.00, to stabilize the soil in preparation for the new road.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Paducah Sports Park; Relocation of the Dog Parks

Communications Plan:

Funds Available: Account Name: Dog Park Project

Account Number: PA0132

Staff Recommendation: Approve

Attachments:

1. MO contract modification 2 – Evrard Dog Parks
2. CO 4 Bad Dirt Option 1 (002)
3. Dog Park - CO #4 Soil Remediation Reommendation

MUNICIPAL ORDER NO. ______

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 2 TO THE CONSTRUCTION CONTRACT WITH EVRARD-KENTUCKY DIVISION, INC., FOR THE CONSTRUCTION AND RELOCATION OF DOG PARKS IN NOBLE PARK IN THE AMOUNT OF $103,779 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, by Municipal Order No. 2833, the City of Paducah authorized an Agreement with Evrard-Kentucky Division, Inc., in the amount of $612,700 for the construction of dog parks and roadway improvements in Noble Park; and

WHEREAS, by Municipal Order No. 2849, the City of Paducah allowed an extension of the deadline for completion of the project; and

WHEREAS, it has now been determined that the soil needs remediation; and

WHEREAS, the City of Paducah now wishes to enact Contract Modification #2 to the contract with Evrard-Kentucky Division, Inc. in an amount of $103,779 to stabilize the soil in preparation for the new road.

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

<u>SECTION 1.</u> The City Commission hereby approves Contract Modification No. 2 in the amount of $103,779, to stabilize the soil in preparation for the new road.

<u>SECTION 2</u>. Funding for this Contract Modification will be transferred from Bond 2020A funds to Dog Park Project Account, PA 0132 to be expended.

<u>SECTION 3.</u> 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, March 12, 2024
Recorded by Lindsay Parish, City Clerk, March 12, 2024
mo\contract modification 2 – Evrard Dog Parks

Agenda Action Form
Paducah City Commission

Meeting Date: March 12, 2024

Short Title: Approve an Agreement with Complete Demolition in the amount of $221,000 for Demolition Services for the property located at 1501 Broadway (Katterjohn Building) and authorize a Budget Amendment for the expenditure - **G. CHERRY**

Category: Ordinance

Staff Work By: Greg Cherry
Presentation By: Greg Cherry

Background Information: On February 12, 2024, the City issued bids for the demolition of the property located at 1501 Broadway (aka the Katterjohn Building). On February 20, 2024, the City opened bids. A total of 9 bids were received, with 5 of those bids being responsive. Of the 5 bids, the lowest bidder was Complete Demolition of Carrolton, GA, for a price of $221,000. This action accepts the bid of Complete Demolition and authorizes the Mayor to execute an agreement in the amount of $221,000 for the demolition of 1501 Broadway. Funding for this expenditure will come from Project Account No. MR0098. In order to cover this expenditure, funding must be transferred via a budget amendment from Investment Fund Fund Balance to the Project Account. This ordinance also authorizes that budget amendment in an amount of $221,000.

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: MR0098

Staff Recommendation: Approval.

Attachments:
1. ORD budget amend FY2024 and Contract Approval – Katterjohn – 1501 Broadway Complete Demolition Services
2. 22-246a Bid Tab
3. Complete Demolition Bid
4. Katterjohn Demolition Contract

ORDINANCE NO. 2024-_____-________

AN ORDINANCE AUTHORIZING A CONTRACT WITH COMPLETE DEMOLITION SERVICES, LLC, IN THE AMOUNT OF $221,000 FOR THE DEMOLITION OF 1501 BROADWAY AND 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"

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

SECTION 1. The City of Paducah accepts the bid of Complete Demolition Services, LLC in the amount of $221,000, for the demolition of the property located at 1501 Broadway (Katterjohn Building), said bid being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Complete Demolition Services, LLC of February 20, 2024.

SECTION 2. The Mayor is hereby authorized to execute a contract with Complete Demolition Services, LLC, in the amount of $221,000 for the demolition of the property located at 1501 Broadway according to the specifications, bid proposal, and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. 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:

- Move $221,000 from Investment Fund Fund Balance to Project Account No. MR0098.

SECTION 4. That the expenditure authorized in Section 2 above be charged to Project Account No. MR0098.

SECTION 5. 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 and Contract Approval – Katterjohn – 1501 Broadway Complete Demolition Services

CONTRACT

This CONTRACT made and entered into this ___ day of __________, 2024 , by and between the **CITY OF PADUCAH**, hereinafter called "City", and ____________________________ hereinafter called "Contractor".

WITNESSED: That the City and the Contractor for the consideration stated herein, mutually agree as follows:

I. LUMP SUM PAYMENT:

The City will pay the Contractor the lump sum of $ ______________ for demolition of the structure located at **1501 Broadway** known as the Katterjohn Building, including removal of all debris, to be completed as required by this Agreement and all other governing documents including but not limited to all technical specifications and requirements contained in the Invitation for Bids (the "Contract Documents"). Said sum shall only be payable for work performed in compliance with all conditions required by the Contract Documents.

The lump sum shall be paid to the Contractor upon completion of all work required by the Contract Documents and upon City's satisfaction that such work has been completed in accordance with the Contract Documents. The lump sum payment is conditioned upon Contractor delivering an invoice for the entire lump sum along with the following documents:

a. An affidavit or final waiver of lien, in such form as the City may request, certifying payment of all its subcontractors, laborers, suppliers, vendors and materialmen;
b. Releases and final waivers of the subcontractors, materialmen, suppliers and vendors of Contractor of liens arising out of or in connection with performance of the work under the Agreement;
c. A release by Contractor of all claims against the City arising out of the Contract Documents and/or performance of the work.

II. RIGHT TO WITHOLD PAYMENT:

The City shall have the right to withhold payment for any of the following reasons:

a. Contractor fails to obtain a business license in accordance with the Code of Ordinances of the City of Paducah;
b. Contractor fails to comply with the City of Paducah Demolition Policy;
c. Contractor fails to obtain a Demolition Permit from the Paducah Fire Department, Fire Prevention Division within ten (10) days of the date of execution of this contract by the City Manager;
d. Contractor fails to raze said structure, clean property of all debris, and to complete demolition and clearing of lot within forty-five (45) days of the date of Demolition Permit. Leave lot capable of being mowed;
e. Contractor fails to call 811 seventy-two hours (72) hours before work starts;
f. Contractor fails to have Paducah McCracken Joint Sewer Agency (JSA) locate the sewer lateral, contractor to plug in accordance with method approved by JSA or to uncover and allow JSA to plug at JSA's discretion and have JSA inspection approval document with invoice for payment;
g. Contractor fails to correct defective non-performing work;

h. Claims or liens have been filed or threatened;
i. Contractor has failed to make time and adequate payments to any subcontractors or others.
j. The City incurs costs and expenses to cancel or discharge any lien of a subcontractor, laborer, or materialman of Contactor;
k. The Contractor defaults in its obligations under this Agreement.

III. INSURANCE AND BONDING

Contractor agrees to procure and maintain insurance and bonding of the types and in the limits specified in the Invitation for Bids.

IV. INDEMNITY:

Contractor shall indemnify, keep, and save harmless, the City, its agents, officials, and employees, against all injuries, death, loss, damage, fines, penalties, claims, patent claims, suits, liabilities, judgements, costs, and expenses, including reasonable attorney fees, which may or otherwise result wherefrom, the negligence or acts and omissions of the Contractor. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising wherefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

V. TERMINATION OF CONTRACTS:

TERMINATION OF CONTRACT FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement or other requirements governing the work, the City shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination unless in the reasonable discretion of the City, the circumstances dictate a shorter notice period. In such event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

If City terminates this Agreement as a result of a Termination for Cause, the City is not obligated to make any further payments to Contractor until the work that remained outstanding on the date of termination has been completed by or on behalf of the City. Any payment to Contractor shall be subject to the City's right to set off from such amount owed the Contractor from the costs incurred by the City to complete the Contractor's unfinished work and/or any other losses or damages incurred as a result of Contractor's default.

VI. MISCELLANEOUS

Governing Law. The validity of this Agreement, its interpretation and performance shall be governed exclusively by the laws of the Commonwealth of Kentucky.

Venue. The Parties hereby agree that any legal action relating to this Agreement shall be filed exclusively in the State Courts located in McCracken County, Kentucky.

Entire Agreement. This Agreement, including any exhibits, contains the entire agreement by and between the City and Contractor pertaining to the subject matter of this Agreement and fully supersedes all prior contracts and understandings between the City and Contractor pertaining to such transaction. Any modifications shall be made in writing and with the mutual consent of the Parties.

Severability. Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the services hereunder and the termination of this Agreement.

Non-Waiver. The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this Agreement.

Headings. The Section headings contained herein are for reference only and shall not be construed as substantive parts of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPLETE DEMOLITION SERVICES, LLC	**CITY OF PADUCAH:**
________________________(date)_____________	_______________________(date)__________
Signature	Mayor, City of Paducah, Kentucky