



**CITY COMMISSION MEETING
AGENDA FOR JULY 23, 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

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.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for July 9, 2024, Board of Commissioners meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Declaration and Sale of Surplus Property 817 South 5th Street - C. GAULT
	E.	Declaration and Sale of Surplus Property 809 South 4th Street - C. GAULT
	F.	Purchase of One (1) Tractor and One (1) Finish Mower for use by the Parks Department and purchase of One (1) ZTR Mower for use by the Public Works Department in the total amount of \$98,151.45 - C. YARBER
	G.	Purchase of One (1) Sweeper for use by the Public Works Street Division in the amount of \$349,564.48 - C. YARBER
	H.	Purchase One (1) Wheel Loader for use by the Public Works Compost Division in the amount of \$221,791.75 - C. YARBER
	I.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and Livingston EMS - C. YARBER

		J.	Approval of a contract with Axon Enterprise, Inc. for the purchase of Tasers in the amount of \$361,612.28 - B. LAIRD
		K.	Approval of a contract modification with Axon Enterprise, Inc. for body-worn and in-car camera systems in the amount of \$75,154 - B. LAIRD
		L.	Approve contract with Flock Safety for license plate readers in the amount of \$64,250 - B. LAIRD
		M.	Oscar Cross Boys & Girls Club Concession Agreement Approval - L. PARISH
		N.	Authorize Payment for the City Portion of the Convention Center Roof Project in the amount of \$115,186 - M. SMOLEN
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize Contract for Services with Paxton Park Golf Commission in the amount of \$100,000 - J. MARSDEN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Approve an Amendment to Ordinance 2019-11-8600 to Add an IVR Service for optional Credit Card and ACH Payments - S. MILLAY & E. SHAW
		B.	Authorize a Natural Gas Franchise Agreement between the City of Paducah and Atmos Energy - L. PARISH
		C.	Approve the closing of 78,335 Square Feet Between 2600 & 2621 Husbands Road and 2730 Husbands Road and 2585 John Puryear Dr and 185,805 Square Feet Between 2600 & 2630 John Puryear Drive and the City of Paducah's Floodwall Levee - M. TOWNSEND
	IV.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	V.	<u>EXECUTIVE SESSION</u>	

July 9, 2024

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, July 9, 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, the following answered to their names: Commissioners Henderson, Smith, Wilson, and Mayor Bray (4). Commissioner Guess was unable to attend the meeting.

INVOCATION

Commissioner Henderson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

MAYOR COMMENTS

Mayor Bray offered thanks to Commissioners Smith and Henderson for participating in UNESCO travel on behalf of the City.

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. No items were removed. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the June 25, 2024, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Deed File:</u> 1. Quitclaim Deed – Woodland Reserve – ORD 2024-05-8810 <u>Contract File:</u> 1. Commonwealth of Kentucky Lease Agreement – Probation & Parole – ORD 2013-2-8011 2. Interlocal Agreement For Provision of Emergency 911 Services with McCracken County ORD 2024-05-8813 3. Reimbursement Agreement with Paducah Water for the S. 24th Street Waterline Relocation Expense – MO #2909 4. Sybersecurity Grant in the amount of \$50,000 – MO #2914 5. Title VI Program Plan – MO #2915 6. Notice of Award – Paducah Sports Park - Field Turf and Contract with Sprinturf, LLC – MO #2916 7. Notice of Award – Paducah Sports Park – Field Lighting and Contract with Musco Sports Lighting LLC – MO #2917 8. Notice of Award – Paducah Sports Park – General Site Construction and Contract with A&K Construction – MO #2918 9. Notice of Award – Paducah Sports Park – Food Services – and Contract with Stafford Smith, Inc. – MO #2919

July 9, 2024

	10. Contract with the Paducah Convention & Visitors Bureau – 2024 Quilt Show – signed by Michelle Smolen – Assistant City Manager <u>Financials:</u> 1. Report of the Audit For Paducah Convention & Visitors Bureau 2. Auditor’s Report and Financial Statements for years ended June 30, 2023 and 2022 – Paducah-McCracken County Riverport Authority
I(C)	Appointment of Jewel Jones to the Paducah Code Enforcement Board to replace Carol Gault, who resigned. Said term shall expire August 22, 2027.
I(D)	Appointments to the Civic Beautification Board as follows: Katie Flowers, Fowler Black, Misty Freeman, and Dee Gregory, said term shall expire July 1, 2027, and Mary Katherine Dossett and Colleen Stovesand, said terms shall expire July 1, 2026.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE WORKER’S COMPENSATION TRUST (MO #2920; BK 13)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE GENERAL INSURANCE TRUST (MO #2921; BK 13)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TRACE3 FOR THE PURCHASE OF HARDWARE AND SOFTWARE TO VIRTUALIZE E911 SERVERS, IN AN AMOUNT NOT TO EXCEED \$130,000 (MO #2922; BK 13)

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).

MUNICIPAL ORDER

TOWER LEASE WITH SBA TOWERS X, LLC FOR 911 RADIO UPGRADE

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN SBA TOWERS X, LLC AND THE CITY OF PADUCAH FOR LEASE OF THE SBA TOWER LOCATED AT 672 SHEEHAN BRIDGE ROAD.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).
(MO #2923, BK 13)

ORDINANCE ADOPTION

July 9, 2024

APPROVE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM – FY25 BUDGET

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE ADOPTING THE ANNUAL OPERATING BUDGET FOR THE PADUCAH KENTUCKY SECTION 8 HOUSING CHOICE VOUCHER PROGRAM FOR THE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF SAID PROGRAM.” This Ordinance is summarized as follows: This ordinance adopts the Annual Operating Budget for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025, for the Section 8 Housing Choice Voucher Program.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).
(ORD 2024-07-8817; BK 37)

ORDINANCE INTRODUCTIONS

AMEND ORDINANCE 2019-11-8600 TO ADD AN IVR SERVICE FOR OPTIONAL CREDIT CARD AND ACH PAYMENTS

Commissioner Henderson offered Motion, seconded by Commissioner Smith that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2019-11-8600 ENTITLED, “AN ORDINANCE OF THE CITY OF PADUCAH AUTHORIZING THE CITY MANAGER AND FINANCING DIRECTOR TO IMPLEMENT SERVICE FEES FOR THE ACCEPTANCE OF CREDIT CARD, DEBIT CARD, AND E-CHECK PAYMENTS BY THE CITY OF PADUCAH” TO ADD AN OPTIONAL INTERACTIVE VOICE RESPONSE (IVR) SERVICE WITH ASSOCIATED FEES.” This ordinance is summarized as follows: This ordinance amends Ordinance No. 2019-11-8600 to implement Interactive Voice Response (IVR) as an optional service for citizens to pay their bills over the phone with a card or check. This ordinance authorizes the City Manager and the Finance Director to establish and implement an IVR fee not to exceed \$1.50 to cover the City’s costs of accepting such payment forms.

AUTHORIZE NATURAL GAS FRANCHISE AGREEMENT BETWEEN THE CITY OF PADUCAH AND ATMOS ENERGY

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, , “AN ORDINANCE AUTHORIZING THE CITY OF PADUCAH TO ENTER INTO A FRANCHISE AGREEMENT WITH ATMOS ENERGY CORPORATION, GRANTING TWENTY (20) YEAR, NON-EXCLUSIVE FRANCHISE FOR A NATURAL GAS SYSTEM WITHIN THE CITY LIMITS OF PADUCAH.” This ordinance is summarized as follows: This ordinance authorizes the City of Paducah to enter into a Franchise Agreement with Atmos Energy Corporation to grant a twenty (20) year, non-exclusive franchise for a natural gas system within the City of Paducah. The terms of said Franchise Agreement are in accordance with Chapter 24 “Natural Gas” of the Code of Ordinances of the City of Paducah.

July 9, 2024

APPROVE CLOSING OF 78,335 SQUARE FEET BETWEEN 2600 & 2621 HUSBANDS ROAD AND 2730 HUSBANDS ROAD AND 2585 JOHN PURYEAR DRIVE AND 185,805 SQUARE FEET BETWEEN 2600 & 2630 JOHN PURYEAR DRIVE AND THE CITY OF PADUCAH'S FLOODWALL LEVEE

Commissioner Wilson offered Motion, seconded by Commissioner Henderson that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE PROVIDING FOR THE CLOSING OF 78,335 SQUARE FEET BETWEEN 2600 & 2621 HUSBANDS ROAD, 2730 HUSBANDS ROAD AND 2585 JOHN PURYEAR DRIVE AND 185,805 SQUARE FEET BETWEEN 2600 AND 2630 JOHN PURYEAR DRIVE AND THE CITY OF PADUCAH'S FLOODWALL LEVEE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME." This ordinance is summarized as follows: The City of Paducah authorizes the closing of 78,335 Square Feet between 2600 & 2621 Husbands Road, 2730 Husbands Road and 2585 John Puryear Drive, and 185,805 Square Feet between 2600 and 2630 John Puryear Drive, and authorizes the Mayor to execute all documents relating to same.

EXECUTIVE SESSION

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

- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c)

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson and Mayor Bray (4)

RECONVENE IN OPEN SESSION

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson and Mayor Bray (4)

ADJOURN

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).

TIME ADJOURNED: 6:00 p.m.

ADOPTED: July 23, 2024.

George Bray, Mayor

July 9, 2024

ATTEST:

Lindsay Parish, City Clerk

July 23, 2024

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Executive Order signed by Mayor Bray July 18, 2024 – Paducah-McCracken County Emergency Operations Plan

Deed File:

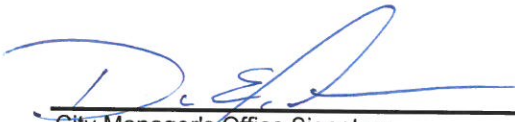
1. Sale of Surplus Property – City of Paducah to Black Owl Home Builders, LLC – 815 South Fifth Street – MO #2878
2. Quitclaim Deed – City of Paducah to Jean Darnell Ross – Woodlands Reserve LLC – ORD 2024-05-8810
- 3.

Contract File:

1. Audit Proposal – Kemper CPA Group – MO #2894
2. Contract Modification #1 – BUILD Grant Contract for Professional Services with HDR, Inc., for \$40,000 – MO #2911
3. Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities Workers’ Compensation Trust – MO #2920
4. Trust Participation Agreement – Kentucky League of Cities Insurance Services – MO #2921
5. Contract For Services – Brooks Stadium Commission - \$30,000 – signed by Daron Jordan – City Manager
6. Axon Enterprise, Inc. – signed by Daron Jordan, City Manager
7. Contract For Services – Paducah Quilt Murals, Inc., - \$5,000 – signed by Daron Jordan – City Manager
8. Contract For Services - Axon Enterprise, Inc. – Fire Department – signed by Daron Jordan – City Manager

CITY OF PADUCAH
July 23, 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



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
July 23, 2024**

NEW HIRES - FULL-TIME (F/T)

<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Hughes, Addicus D.	Firefighter Appointee	\$15.79/hr	NCS	Non-Ex	August 8, 2024

NEW HIRES - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Williams, Priscilla M.	Park Ranger	\$14.00/hr	NCS	Non-Ex	August 5, 2024

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

<u>PARKS & RECREATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Herndon, Emelyn M.	Senior Recreation Specialist \$25.41/hr	Recreation Supervisor \$27.44/hr	NCS	Ex	July 11, 2024

POLICE

Young, Jessica L.	Records Clerk \$20.12/hr	Senior Administrative Assistant \$22.25/hr	NCS	Non-Ex	September 5, 2024
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PUBLIC WORKS

Yarber, Christopher K.	Public Works Director \$59.86/hr	Public Works Director \$61.66/hr	NCS	EX	June 13, 2024
Yarber, Christopher K.	Public Works Director \$61.66/hr	Public Works Director \$64.13/hr	NCS	EX	June 27, 2024

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

<u>FIRE - PREVENTION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Anderson, Samuel P.	Temp - Admin Assistant \$12.00/hr	Temp - Admin Assistant \$15.00/hr	NCS	Non-Ex	June 12, 2024

TERMINATIONS - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Ellis, Abygail	Rec Leader - Camp Counselor	Resignation	July 9, 2024
Strickland, Jarvis D.	Temp - ROW Maintenance Person	Resignation	June 13, 2024

TERMINATIONS - FULL-TIME (F/T)

<u>CUSTOMER EXPERIENCE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Sherwood, Alexandra C.	Senior Customer Experience Representative	Resignation	July 22, 2024
Knight, Jesse R.	Equipment Operator	Resignation	July 22, 2024
Stewart, Bryce C.	Equipment Operator	Resignation	June 21, 2024
Young, Kurt M.	Solid Waste Supervisor	Resignation	July 26, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Declaration and Sale of Surplus Property 817 South 5th Street - **C. GAULT**

Category: Municipal Order

Staff Work
By: Nancy
Upchurch
Presentation
By: Carol Gault

Background Information: Donald Hollowell of Black Owl Home Builders LLC submitted a request to purchase the property for \$1 to construct energy-efficient, 3-bedroom 2-bath home on the vacant lot. Landscaping will be provided upon completion of the home. The value of the proposed investment is \$150,000. Mr. Hollowell was awarded the lot at 815 S. 5th St. He is in the process of purchasing additional lots on the same block. He has a plan to revitalize the entire block. He has purchased plans for a home that will fit on the smaller lots and has already applied for a building permit for the construction of the first home.

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 Black Owl Home Builders LLC and transfer the vacant lot for \$1, subject to the standard clause applied in the Fountain Avenue Revitalization Area stating that the property will revert back to the City if the owner fails to comply with the submitted proposal to substantially complete the project within one year.

Attachments:

1. MO prop sale– 817 South Fifth Street
2. SOA2024-0005 Staff Report 817 S 5th Street

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 817 SOUTH 5TH STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF DONALD HOLLOWELL OF BLACK OWL HOME BUILDERS, LLC IN THE AMOUNT OF ONE DOLLAR (\$1) 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 properties located at 817 South Fifth Street, Paducah, Kentucky, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on several occasions and no bids were received; and

WHEREAS, KRS 82.083(5) states that “if a city received no bids for real or personal property, either at public or electronic auction or by sealed bid, the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the City;” and

WHEREAS, Donald Hollowell of Black Owl Home Builders, LLC submitted a request to purchase the property for \$1 to construct an energy-efficient 3-bedroom, 2-bath home on the vacant lot with a total proposed investment of \$150,000; and

WHEREAS, the City desires to accept the proposal for sale to Donald Hollowell of Black Owl Home Builders LLC, in the total amount of One Dollar (\$1).

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

SECTION 1. The Board of Commissioners hereby declares the property located at 817 South Fifth Street, Paducah, Kentucky to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Donald Hollowell of Black Owl Home Builders, LLC in the amount of One Dollar (\$1) for the purchase of real property located at 817 South Fifth Street, Paducah, Kentucky.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale 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.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____

\mo\prop sale- 817 South Fifth Street



STAFF REPORT PADUCAH CITY COMMISSION

APPLICATION INFORMATION

ADDRESS	817 South 5 th Street
CASE NO.	SOA2024-0005
OWNER	City of Paducah
APPLICANT	Black Owl Home Builders, LLC
AGENT	---
REQUEST	Sale of Asset
HEARING DATE	June 25, 2024

GENERAL SITE INFORMATION

CURRENT ZONING	B-3
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	B-3	Vacant Lot
SOUTH	B-3	Vacant Lot
EAST	B-3	Single Family
WEST	B-3	Vacant Lot

GENERAL INFORMATION

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

ACQUISITION OF THE PROPERTY

The City of Paducah acquired this property in June 2017. 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.

This property has been advertised several times, the last time being in May, 2022. There has never been a bid submitted on this property. KRS 82.083(5) states "If a city receives no bids for the real or personal property, either at public or electronic auction or by sealed bid the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the City. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made."

DESCRIPTION OF THE PROPERTY: 817 South 5th Street



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. Property disposal method: Accept the sole offer and transfer as recommended by Planning Staff.

STAFF REPORT

BID INFORMATION

BID #1	Black Owl Home Builders LLC	Bid Amount: \$1
	Donald Hollowell of Black Owl Home Builders LLC submitted a request to purchase the property for \$1 to construct energy-efficient, 3-bedroom 2-bath home on the vacant lot. Landscaping will be provided upon completion of the home. The value of the proposed investment is \$150,000. Mr. Hollowell was awarded the lot at 815 S. 5 th St. He has also purchased additional lots on the same block. He has a plan to revitalize the entire block. He has purchased plans for a home that will fit on the smaller lots and has already applied for a building permit for the construction of the first home.	

STAFF RECOMMENDATION

It is recommended to determine that the property is surplus and accept the request of the Black Owl Home Builders LLC and transfer the vacant lot for \$1, 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 to substantially complete the project within one year.

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Declaration and Sale of Surplus Property 809 South 4th Street - **C. GAULT**

Category: Municipal Order

Staff Work
By: Nancy
Upchurch
Presentation
By:

Background Information: Shulorn Jeter submitted a request to purchase the property for \$1 to construct an energy-efficient, 3-bedroom 2-bath home on the vacant lot. Landscaping will be provided upon completion of the home. She plans to use the Bellemeade Plan offered by the City as an incentive to develop the surplus properties. The value of the proposed investment is \$151,000. The Planning Department has worked with Ms. Jeter in the past. She did a complete renovation of a home on Harahan Blvd. in the Fountain Avenue Neighborhood.

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 that the Commission determine that the property is surplus and accept the request of the Shulorn Jeter and transfer the vacant lot for \$1, 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 to substantially complete the project within one year.

Attachments:

1. prop sale– 809 South 4th Street
2. SOA2024-0008 Staff Report 809 S 4th Street

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 809 SOUTH 4TH STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF SHULORN JETER IN THE AMOUNT OF ONE DOLLAR (\$1) 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 properties located at 809 South 4th Street, Paducah, Kentucky, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on several occasions and no bids were received; and

WHEREAS, KRS 82.083(5) states that “if a city received no bids for real or personal property, either at public or electronic auction or by sealed bid, the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the City;” and

WHEREAS, Shulorn Jeter submitted a request to purchase the property for \$1 to construct an energy-efficient 3-bedroom, 2-bath home on the vacant lot with a total proposed investment of \$151,000; and

WHEREAS, the City desires to accept the proposal for sale to Shulon Jeter in the total amount of One Dollar (\$1).

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

SECTION 1. The Board of Commissioners hereby declares the property located at 809 South 4th Street, Paducah, Kentucky to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Shulorn Jeter in the amount of One Dollar (\$1) for the purchase of real property located at 809 South 4th Street, Paducah, Kentucky.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale 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.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____

\mo\prop sale- 809 South 4th Street



STAFF REPORT PADUCAH CITY COMMISSION

APPLICATION INFORMATION

ADDRESS	809 South 4 th Street
CASE NO.	SOA2024-0008
OWNER	City of Paducah
APPLICANT	Shulorn Jeter
AGENT	---
REQUEST	Sale of Asset
HEARING DATE	June 25, 2024

GENERAL SITE INFORMATION

CURRENT ZONING	-4
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-4	Single Family
SOUTH	R-4	Single Family
EAST	M-1	Single Family
WEST	B-3	Vacant Lot

GENERAL INFORMATION

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

ACQUISITION OF THE PROPERTY

The City of Paducah acquired this property in November 2017. 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.

This property has been advertised several times, the last time being in May, 2022. There has never been a bid submitted on this property. KRS 82.083(5) states "If a city receives no bids for the real or personal property, either at public or electronic auction or by sealed bid the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the City. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made."

DESCRIPTION OF THE PROPERTY: 809 South 4th Street



DISPOSITION OF THE PROPERTY

STAFF REPORT

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. Property disposal method: Accept the sole offer and transfer as recommended by Planning Staff.

BID INFORMATION

BID #1	Shulon Jeter	Bid Amount: \$1
	Shulon Jeter submitted a request to purchase the property for \$1 to construct an energy-efficient, 3-bedroom 2-bath home on the vacant lot. Landscaping will be provided upon completion of the home. She plans to use the Bellemeade Plan offered by the City as an incentive to develop the surplus properties. The value of the proposed investment is \$151,000. The Planning Department has worked with Ms. Jeter in the past. She did a complete renovation of a home on Harahan Blvd. in the Fountain Avenue Neighborhood	

STAFF RECOMMENDATION

It is recommended that the Commission determine that the property is surplus and accept the request of the Shulorn Jeter and transfer the vacant lot for \$1, 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 to substantially complete the project within one year.

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Purchase of One (1) Tractor and One (1) Finish Mower for use by the Parks Department and purchase of One (1) ZTR Mower for use by the Public Works Department in the total amount of \$98,151.45 - **C. YARBER**

Category: Municipal Order

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

Background Information: On July 5, 2024, a quote was received from Hutson, Inc. for One (1) Tractor and One (1) Finish Mower for use by the Parks Department and One (1) ZTR Mower for use by Public Works Street Division. A John Deere 4066R Compact Utility Tractor at the price of \$59,664.00, a Frontier FM4115 Flex Wing Grooming Mower at the price of \$24,428.28 and a John Deer Z960M ZTrak at the price of \$14,059.17. All pieces of equipment are on state contract KY MA 758 PUNC2000000691, for an equipment total of \$98,151.45.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Fleet Lease Vehicles

Account Number: 71000210 540050

Staff Recommendation: Approve a Municipal order to purchase One (1) Tractor and One (1) Finish Mower for use by the Parks Department. A John Deere 4066R Compact Utility Tractor at the price of \$59,664.00, a Frontier FM4115 Flex Wing Grooming Mower at the price of \$24,428.28, and a John Deer Z960M ZTrak at the price of \$14,059.17. All pieces of equipment are on state contract KY MA 758 PUNC2000000691, for an equipment total of \$98,151.45.

Attachments:

1. MO Hutson State Contract – Mowers & Tractor Parks & Public Works
2. Hutson quote _Tractor and Finish Mower
3. JD quote _ZTR Mower

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO HUTSON, INC., FOR THE PURCHASE OF ONE (1) TRACTOR, ONE (1) FINISH MOWER, AND ONE (1) ZTR MOWER IN A TOTAL AMOUNT OF \$98,151.45 FOR USE BY PARKS & RECREATION AND PUBLIC WORKS DEPARTMENTS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Finance Director to make payment to Hutson, Inc., for the purchase of one (1) John Deere 4066R Compact Utility Tractor in the amount of \$59,664, one (1) Frontier FM4115 Flex Wing Grooming Mower in the amount of \$24,428.28, and one (1) John Deer Z960M Z Track ZTR Mower in the amount of \$14,059.17 for a total purchase price of \$98,151.45. This equipment will be purchased on State Contract KY MA 758 PUNC2000000691. Further, the Mayor is hereby authorized to execute all documents related to these purchases.

SECTION 2. These purchases shall be charged to Fleet Lease Vehicles Account No. 71000210-540050.

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, July 23, 2024
Recorded by Lindsay Parish, City Clerk, July 23, 2024
MO\Hutson State Contract – Mowers & Tractor Parks & Public Works



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Harris Sam

Hutson, Inc.
411 Alfred Thun Road
Clarksville, TN 37040

Tel: 931-647-0029

Fax: 931-647-5992

Email: sharris@hutsoninc.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Hutson

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cafy, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
411 Alfred Thun Road
Clarksville, TN 37040
931-647-0029
contactus@hutsoninc.com

Quote Summary

Prepared For:

CITY OF PADUCAH
1120 N 10TH ST
PADUCAH, KY 42001
Business: 270-444-8569

Delivering Dealer:

Hutson, Inc.
Harris Sam
411 Alfred Thun Road
Clarksville, TN 37040
Phone: 931-647-0029
sharris@hutsoninc.com

Quote ID: 30212355
Created On: 10 January 2024
Last Modified On: 03 July 2024
Expiration Date: 03 August 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp) Contract: KY Ground Mtnc NASPO MA 758 PUNC2000000691 (PG 2C CG 22) Price Effective Date: July 2, 2024	\$ 72,760.97	\$ 59,664.00 X	1 =	\$ 59,664.00
Frontier FM4115 Flex Wing Grooming Mower Contract: KY Ground Mtnc NASPO MA 758 PUNC2000000691 (PG 2C CG 22) Price Effective Date: July 2, 2024	\$ 29,604.00	\$ 24,428.28 X	1 =	\$ 24,428.28
Equipment Total				\$ 84,092.28

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 84,092.28
Trade In	
SubTotal	\$ 84,092.28
Est. Service Agreement Tax	\$ 0.00
Total	\$ 84,092.28
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 84,092.28

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Hutson

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

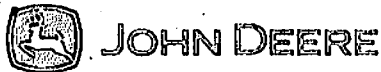
**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Hutson, Inc.
411 Alfred Thun Road
Clarksville, TN 37040
931-647-0029
contactus@hutsoninc.com

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Hutson

Quote Id: 30212355 Customer Name: CITY OF PADUCAH

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Hutson, Inc.
411 Alfred Thun Road
Clarksville, TN 37040
931-647-0029
contactus@hutsoninc.com

JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp)

Hours:

Stock Number:

Contract: KY Ground Mtnc NASPO MA 758
PUNC2000000691 (PG 2C CG 22)

Price Effective Date: July 2, 2024

Suggested List *

\$ 72,760.97

Selling Price *

\$ 59,664.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
038BLV	4066R Compact Utility Tractor (52 PTO hp)	1	\$ 51,150.00	18.00	\$ 9,207.00	\$ 41,943.00	\$ 41,943.00
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1717	Factory Installed Loader with Bucket	1	\$ 9,471.00	18.00	\$ 1,704.78	\$ 7,766.22	\$ 7,766.22
2050	Cab with Standard Seat	1	\$ 11,210.00	18.00	\$ 2,017.80	\$ 9,192.20	\$ 9,192.20
2650	Less Radio	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5243	44x18-20 (4PR, R3 Turf, 1 Position)	1	\$ -589.00	18.00	\$ -106.02	\$ -482.98	\$ -482.98
6243	27x10.50-15 (4PR, R3 Turf, 2 Position)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 20,092.00		\$ 3,616.56	\$ 16,475.44	\$ 16,475.44
Dealer Attachments/Non-Contract/Open Market							
BXX11039	DUAL REAR SCV - 4th and 5th Selective Control Valve Kit Cab	1	\$ 1,323.17	18.00	\$ 238.17	\$ 1,085.00	\$ 1,085.00
BXX10244	Harness Kit - HARNESS KIT, HARNESS KIT, CAB 7PIN	1	\$ 195.80	18.00	\$ 35.24	\$ 160.56	\$ 160.56
Dealer Attachments Total			\$ 1,518.97		\$ 273.41	\$ 1,245.56	\$ 1,245.56
Value Added Services			\$ 0.00			\$ 0.00	\$ 0.00
Total							

Confidential



JOHN DEERE

Hutson

Selling Equipment

Quote Id: 30212355

Customer Name: CITY OF PADUCAH

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Hutson, Inc.
411 Alfred Thun Road
Clarksville, TN 37040
931-647-0029
contactus@hutsoninc.com

Total Selling Price	\$ 72,760.97	\$ 13,096.97	\$ 59,664.00	\$ 59,664.00
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Frontier FM4115 Flex Wing Grooming Mower

Equipment Notes:

Hours:

Suggested List *

\$ 29,604.00

Stock Number:

Selling Price *

\$ 24,428.28

Contract: KY Ground Mtn NASPO MA 758
PUNC2000000691 (PG 2C CG 22)

Price Effective Date: July 2, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0921XF	FM4115 Flex Wing Grooming Mower	1	\$ 27,658.00	18.00	\$ 4,978.44	\$ 22,679.56	\$ 22,679.56
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
9640	Front Anti-Scalp Roller Kit	1	\$ 390.00	18.00	\$ 70.20	\$ 319.80	\$ 319.80
9641	Rear Anti-Scalp Roller Kit	1	\$ 240.00	18.00	\$ 43.20	\$ 196.80	\$ 196.80
9645	Rear Chain Shield	1	\$ 466.00	18.00	\$ 83.88	\$ 382.12	\$ 382.12
Standard Options Total			\$ 1,096.00		\$ 197.28	\$ 898.72	\$ 898.72
Dealer Attachments/Non-Contract/Open Market							
Fluid - OM Open Mark	Fluid - OM Open Market - Fluid	1	\$ 850.00	0.00	\$ 0.00	\$ 850.00	\$ 850.00
Dealer Attachments Total			\$ 850.00		\$ 0.00	\$ 850.00	\$ 850.00
Total Selling Price			\$ 29,604.00		\$ 5,175.72	\$ 24,428.28	\$ 24,428.28



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Harris Sam

Hutson, Inc.
411 Alfred Thun Road
Clarksville, TN 37040

Tel: 931-647-0029

Fax: 931-647-5992

Email: sharris@hutsoninc.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Hutson

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
411 Alfred Thun Road
Clarksville, TN 37040
931-647-0029
contactus@hutsoninc.com

Quote Summary

Prepared For:

CITY OF PADUCAH
1120 N 10TH ST
PADUCAH, KY 42001
Business: 270-444-8569

Delivering Dealer:

Hutson, Inc.
Harris Sam
411 Alfred Thun Road
Clarksville, TN 37040
Phone: 931-647-0029
sharris@hutsoninc.com

Quote ID: 31276639
Created On: 03 July 2024
Last Modified On: 03 July 2024
Expiration Date: 03 August 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z960M ZTrak	\$ 18,139.19	\$ 14,059.17 X	1 =	\$ 14,059.17
Never Stop (\$249 Value)		\$ 0.00 X	1 =	\$ 0.00
Contract: KY Ground Mtnc NASPO MA 758 PUNC2000000691 (PG 2C CG 22)				
Price Effective Date: July 2, 2024				

Equipment Total **\$ 14,059.17**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 14,059.17
Trade In	
SubTotal	\$ 14,059.17
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 14,059.17
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,059.17

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Hutson

Selling Equipment

Quote Id: 31276639

Customer Name: CITY OF PADUCAH

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Hutson, Inc.
411 Alfred Thun Road
Clarksville, TN 37040
931-647-0029
contactus@hutsoninc.com

JOHN DEERE Z960M ZTrak

Hours:

Suggested List *

Stock Number:

\$ 18,139.19

Contract: KY Ground Mtn NASPO MA 758
PUNC2000000691 (PG 2C CG 22)

Selling Price *

\$ 14,059.17

Price Effective Date: July 2, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2233TC	Z960M ZTrak	1	\$ 15,809.00	23.00	\$ 3,636.07	\$ 12,172.93	\$ 12,172.93
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 1,149.00	23.00	\$ 264.27	\$ 884.73	\$ 884.73
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 595.00	23.00	\$ 136.85	\$ 458.15	\$ 458.15
Standard Options Total			\$ 1,744.00		\$ 401.12	\$ 1,342.88	\$ 1,342.88
Dealer Attachments/Non-Contract/Open Market							
BUC10870	Support kit, carrier, midz string t	1	\$ 186.19	23.00	\$ 42.83	\$ 143.36	\$ 143.36
Quickhute	OM Quickhute 60	1	\$ 400.00	0.00	\$ 0.00	\$ 400.00	\$ 400.00
Dealer Attachments Total			\$ 586.19		\$ 42.83	\$ 543.36	\$ 543.36
Value Added Services							
	Never Stop (\$249 Value)	1	\$ 0.00			\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 18,139.19		\$ 4,080.02	\$ 14,059.17	\$ 14,059.17

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Purchase of One (1) Sweeper for use by the Public Works Street Division in the amount of \$349,564.48 - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: On July 5, 2024, recieved a quote from Stringfellow, Inc. for One (1) Sweeper. A 2025 TYMCO 600 Regenerative Air Sweeper for use by the Public Works Street Division at the price of \$349,564.48 on state contract KY MA 605 2200000654.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Fleet Lease Vehicles

Account Number: 71000210 540050

Staff Recommendation: Approve a Municipal Order to purchase One (1) Sweeper for use by the Public Works Street Division at the price of \$349,564.48 from Stringfellow, Inc. on state contract KY MA 605 2200000654.

Attachments:

1. MO Stringfellow - TYMCO Sweeper – Street Division
2. Stringfellow_Sweeper Quote

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO STRINGFELLOW, INC., FOR THE PURCHASE OF ONE (1) SWEEPER IN A TOTAL AMOUNT OF \$349,564.48 FOR USE BY THE PADUCAH PUBLIC WORKS STREET DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah authorizes the Finance Director to make payment to Stringfellow, Inc., for one 2025 TYMCO 600 Regenerative Air Sweeper in the amount of \$349,564.48. This mower will be purchased on State Contract KY MA 605 2200000654. Further, the Mayor is hereby authorized to execute all documents related to said purchase.

SECTION 2. This purchase shall be charged to Fleet Lease Vehicles Account No. 71000210-540050.

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, July 23, 2024
Recorded by Lindsay Parish, City Clerk, July 23, 2024
MO\Stringfellow - TYMCO Sweeper – Street Division



STRINGFELLOW

INC.

TRUCK BODIES • REFUSE EQUIPMENT • STREET SWEEPERS • SEWER CLEANERS
PARTS & SERVICE

TWIN GUTTER BROOMS, FLOODLIGHTS, PARABOLIC MIRRORS: Left and right side mounted with 43" diameter wire filled digger type, adjustable LED floodlight for each gutter broom, 12" convex mirrors on front fenders.

ADDITIONAL WATER NOZZLES: Left & Right gutter brooms and hopper.

RIGHT & LEFT GUTTER BROOM TILT: In cab controls allows operator to adjust the pitch of the gutter brooms to compensate for changing curb lines and depth.

GUTTER BROOM VARIABLE SPEED

DROP DOWN GUTTER BROOMS LEFT & RIGHT: Allows gutter brooms to retract and "scrub" in front of pick-up head.

ABRASION PROTECTION PACKAGE: 1/4" mesh high carbon steel wire woven hopper screen; protective hopper wall liners; suction nozzle liner; pressure wear pads; hopper screen baffles; heavy duty pressure hose.

DUMP SWITCH IN CAB

AUTO SWEEP INTERRUPT (ASI): Automatically raises pick-up head, gutter brooms and shuts down water system when sweeper is placed in reverse or can be used for **One Touch Operation**. Built-in safety features to protect pick-up head include **Overspeed Interrupt** and **Speed Warnings**.

BROOM ASSIST HEAD (BAH): On demand broom in pick-up head.

PICK-UP HEAD CURTAIN LIFTER: Hydraulic actuated and retractable roller assembly that provides the pick-up head with the ability to sweep large volume of leaves and light debris. Controlled from cab.

PICK-UP HEAD PRESSURE INLET WATER INJECTION SYSTEM: Gravity flow water line connected to pick-up head pressure inlet. Cab controlled on/off solenoid valve. Flow regulated by manual ball valve.

REMOVABLE CURTAIN SET: Permits easy removal of curtain from pick-up head.

SKID BUMPER EXTENSION SET: Protects skid bumpers from irregular surfaces.

AOD PUMP WASHDOWN: Water System which runs off the air brake system, 3/4" x 25' high volume wash down hose with storage, small fire nozzle, spray gun with trigger control, 2 36" interchangeable lance lengths.

AUXILIARY HYDRAULIC SYSTEM: Electrically operates hydraulic system without auxiliary engine.

AIR PURGE: On board purge dust control system to winterize from inside the cab.

HOPPER SUCTION INLET WEAR FLANGE with LINER

STAINLESS STEEL HOPPER: For maximum corrosion and salt spray resistance all interior hopper body sheet surfaces to be fabricated with an industrial **high grade non-magnetic**, low carbon, high chrome stainless steel. The hopper weldment, hopper door, hopper inspection doors, raker plate, high-capacity dust separator and screen are stainless. Dust separator inlet scroll is galvanized due to wear factor.

STAINLESS STEEL BLOWER HOUSING: Blower housing is constructed of **high grade non-magnetic**, low carbon high chrome stainless steel.

HOPPER SCREEN VIBRATOR

312 S. Fourth Street, Suite 700, Louisville, Kentucky 40202
502-773-1350 • Toll Free: 1-800-832-4404
www.stringfellow.bz



STRINGFELLOW

INC.

TRUCK BODIES • REFUSE EQUIPMENT • STREET SWEEPERS • SEWER CLEANERS
PARTS & SERVICE

2024/25 TYMCO 600 PROPOSAL KENTUCKY MA 605 2200000654

Mr. Jim Scutt
Paducah Kentucky Public Works
1120 North 10th Street
Paducah, Kentucky 42001

June 14, 2024

We appreciate the opportunity to present the Tymco 600 Regenerative Air Street Sweeper for your consideration. Your Tymco 600 street sweeper will be mounted on a **2025 Freightliner M2 Plus with a Cummins engine and Allison transmission**. The sweeper will be equipped with the following items:

DIESEL AUXILIARY ENGINE: John Deere Turbo Diesel 4045T Final Tier 4, 4 cylinders; 4.5 L (276 CID); 99 HP @ 2200 RPM; Torque 315 ft. Lbs. @ 1600 RPM; fuel/water separator; fuel filter, Donaldson Power Core air filter with scavenged pre-filter and remote oil filter.

DUAL STEERING: Right- and left-hand steering wheels with center mounted truck ignition, headlights, dimmer switch, windshield wipers, power adapter and integral power.

AUXILIARY ENGINE PROTECTION SYSTEM, BACK UP ALARM, LED AMBER BEACON LIGHT

AUXILIARY FUSE PANEL: A 12V DC fused power source panel for any needed additional electrical components.

BLUE LOGIC CONTROL SYSTEM: Multiplexed electrical system and TYMCO designed software that integrates in-cab controls to the auxiliary engine and all sweeper functions and provides intelligent safety features. Pedestal mounted touch screen for hours meters, service reminders, custom reminders, and On-Board Diagnostics plus more.

COMDEX DUST CONTROL SYSTEM: 330-gallon capacity polyethylene water tank; low water warning light; spray nozzles around pick-up head, gutter brooms, and inside hopper.

WATER TANK LEVEL GAUGE IN CAB

INSTRUMENTS IN CAB: Oil pressure/coolant temperature gauges, ignition, tachometer, auxiliary engine hour meter, throttle.

HYDRAULIC SYSTEM PROTECTION: Hydraulic filter restriction indicator mounted in filter manifold; sight level gauge mounted on tank.

LED WARNING LIGHT SET: Rear mounted oval lights.

REVERSE PICK-UP SYSTEM: Allows unit to back-up without damage to pick-up head.

RUBBER LINED BLOWER: For extended blower life.

LEAF PRESSURE BLEEDER: Air pressure is deflected out, allowing additional suction across the front of the head.

WATER FILL HOSE AND RACK: flexible 20-foot-long water tank hose with 2-1/2-inch hydrant coupling with rack mount. System incorporated air gap.

312 S. Fourth Street, Suite 700, Louisville, Kentucky 40202
502-773-1350 • Toll Free: 1-800-832-4404
www.stringfellow.bz

SINCE 1934



STRINGFELLOW

INC.

TRUCK BODIES • REFUSE EQUIPMENT • STREET SWEEPERS • SEWER CLEANERS
PARTS & SERVICE

SWEEPER DELUGE SYSTEM: High volume cleaning system mounted in hopper with a quick fill coupler to a fire hydrant. Deluge ports on pick-up head pressure inlet, BAH chamber. Connects to fire hydrant.

CAMERA SYSTEM: Single rear view facing camera and right pick-up head camera.

LED WORK LIGHTS, STOP, TURN, TAIL, CLEARANCE AND SIDE MARKERS.

TWO ADDITIONAL LED PICK UP HEAD LIGHTS

ALTERNATING WARNING LIGHTS IN FRONT GRILL

CAB MOUNTED LED LIGHT BAR

LED TRAFFIC DIRECTING LIGHT

AIR HORN

BATTERY DISCONNECT

HYDRANT WRENCH

ELECTRIC HEATED MIRRORS

FIRE EXTINGUISHER

12" PARABOLIC MIRRORS ON FRONT FENDERS

DUAL AIR RIDE SEATS& ARM RESTS

EXCELLENT PARTS & SERVICE

LIFTETIME ON-SITE TRAINING

TYMCO TRAINING SCHOOL FOR 2 PEOPLE IN WACO, TEXAS

NEW 2025 TYMCO 600 REGENERATIVE AIR SWEEPER.....\$349,564.48

New Delivery is 240-270 Days after ARO. Lead time is subject to change.

The quote is based on the current Master Agreement Pricing.

Provided By:

Craig J. Miller

Craig J. Miller
STRINGFELLOW INC.

312 S. Fourth Street, Suite 700, Louisville, Kentucky 40202
502-773-1350 • Toll Free: 1-800-832-4404
www.stringfellow.bz

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Purchase One (1) Wheel Loader for use by the Public Works Compost Division in the amount of \$221,791.75 - **C. YARBER**

Category: Municipal Order

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

Background Information: On July 9, 2024, received a quote from McCoy Construction & Forestry for One (1) Wheel Loader. A 2024 John Deere 544 G-Tier Wheel Loader for use by the Public Works Compost Division at the price of \$221,791.75 on state contract MA 758 2300001531-1.

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 Vehicles

Account Number: 50002211 540050

Staff Recommendation: Approve a Municipal Order to purchase One (1) Wheel Loader for use by the Public Works Compost Division at the price of \$221,791.75 from McCoy Construction & Forestry on state contract MA 758 2300001531-1.

Attachments:

1. MO McCoy -Wheel Loader - Compost Division
2. Quote_McCoy_Loader for Compost

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO MCCOY CONSTRUCTION & FORESTRY FOR PURCHASE OF ONE (1) WHEEL LOADER IN A TOTAL AMOUNT OF \$221,791.75 FOR USE BY THE PADUCAH PUBLIC WORKS COMPOST DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah authorizes the Finance Director to make payment to McCoy Construction & Forestry for one (1) 2024 John Deere 544 G-Tier Wheel Loader in the amount of \$221,791.75. This mower will be purchased on State Contract KY MA 758 2300001531-1. Further, the Mayor is authorized to execute all documents related to said purchase.

SECTION 2. This purchase shall be charged to Solid Waste Vehicles Account No. 50002211 540050.

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, July 23, 2024
Recorded by Lindsay Parish, City Clerk, July 23, 2024
MO\McCoy -Wheel Loader - Compost Division

PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last)			
CITY OF PADUCAH			
STREET or RR			
PO BOX 2307			
CITY	STATE	ZIP CODE	COUNTY
PADUCAH	KY	42002	McCracken
PHONE NUMBER	EMAIL ADDRESS		
270-444-8512	ACCOUNTSPAYABLE@PADUCAH.KY.GO		
REWARDS #			
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME		Dealer Account No. :	
McCoy Construction & Forestry		176635	
STREET or RR			
6115 US Highway 45 S			
CITY	STATE	ZIP CODE	Phone Number
PADUCAH	KY	42001	270-554-1131
Date Of Order:			
Jul 09, 2024			
Dealer Order No.:		TYPE OF SALE:	
17111709		☒ CASH ☐ LEASE ☐ TIME SALE	
PURCHASER TYPE:		MARKET USE CODE:	
5 City/Town/Village		89 Residential	
Add Purchaser to Mailing List (Check One or More)			
☐ Construction ☐ CCE ☐ Utility ☐ Forestry ☐ Government			
PURCHASER IS:		Purchaser Acct.:	
☒ Business ☐ Individual			
☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN			
NO.			

EXTENDED WARRANTY IS: ☒ Accept ☐ Decline					LOCATION OF FIRST WORKING USE : Use County MCCracken		Use State/Province KY		COUNTY CODE 145	
(Initials) _____										
Ultimate Uptime Package Purchase:					☐ Yes ☒ No		(Initials) _____			
QTY	Size	Color	Finish	Unit	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price		
1	x				2024 JOHN DEERE 544 G-Tier Wheel Loader Stock # 260620	6	1YN544GATPLA00421	\$ 221,791 75		
1					291370 3.0 CY BUCKET	6		\$ 0 00		
1					NEW LOADRITE SCALE AND PRINTER	6		\$ 0 00		
1					5 YEAR / 8000 HR PT & HYD WARRANTY	6		\$ 0 00		
1					+ Extended Warranty - Extended Warranty		2023283879			
						(1) TOTAL CASH PRICE		\$ 221,791 75		

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS:			2) TOTAL TRADE-IN ALLOWANCE	\$ 0.00
JOHN DEERE 544G IS ON THE KENTUCKY STATE MASTER AGREEMENT			3) TOTAL TRADE-IN PAY-OFF	\$ 0.00
NUMBER MA 758 2300001531-1. THIS NUMBER IS GOOD TILL 1/31/2025 AND			4) BALANCE	\$ 221.791 75
THEN WE WILL GET A NEW MASTER AGREEMENT NUMBER.			6) EST. SERVICE AGREEMENT TAXES	\$ 0.00
SCALE AND PRINTER WILL BE INSTALLED ON LOADER WITH OPERATOR			6) SUBTOTAL	\$ 221.791 75
TRAINING.			7) RENTAL APPLIED	\$ 0.00
MACHINE HAS 5 YEAR or 8000 HOUR POWERTRAIN AND HYD WARRANTY			8) CASH WITH ORDER	\$ 0.00
			9) BALANCE DUE (6-(7 & 8))	\$ 221.791 75

**JOHN DEERE**

Customer Purchase Agreement/Commitment to Lease for PA#
John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")

10535426

PA Revision# Original

Quote ID: 31272850

Customer Name: CITY OF PADUCAH

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order" for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) and understands its terms and conditions.

Purchaser (First Signer)	CITY OF PADUCAH	Signature		Date	
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	McCoy Construction & Forestry	Signature		Date	
Salesperson	MEIER, CURT	Signature		Date	

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature	
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Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and Livingston EMS - **C. YARBER**

Category: Municipal Order

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

Background Information: On July 3, 2024, 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 Livingston EMS.

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 Livingston EMS.

Attachments:

1. MO agree-fleet maintenance services – Livingston EMS
2. Livingston EMS _Service Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH LIVINGSTON EMS, 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 Livingston EMS 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 Livingston EMS 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, July 23, 2024

Recorded by Lindsay Parish, City Clerk, July 23, 2024

mo/agree-fleet maintenance services – Livingston EMS

EXHIBIT A

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 Livingston EMS (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 representatives are Heath Ryan and Sonny Evans.
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

CUSTOMER

BY: _____

Title: Mayor

Date: _____

BY: _____

Title: _____

Date: _____

**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 Livingston EMS (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.
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Sonny Evans.
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: _____
Title: Mayor
Date: _____

By: 
Title: Asst. Director
Date: 7/3/2024

246362

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Approval of a contract with Axon Enterprise, Inc. for the purchase of Tasers in the amount of \$361,612.28 - **B. LAIRD**

Category: Municipal Order

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

Background Information: The current Tasers utilized by the police department are more than seven (7) years old and reaching their end of life. This contract is for the purchase of 81 Taser 10 bundles. The bundle includes all necessary training, training accessories, charging docks, and unlimited cartridges. The equipment is covered under a five (5) year warranty.

This is a five (5) year contract with an annual payment of \$72,322.46.

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

Communications Plan:

Funds Available: Account Name: PD Technology Set Aside

Account Number: PO0101

Staff Recommendation: Approve contract with Axon.

Attachments:

1. MO agree – Axon Enterprises – Taser 10 Bundles - PD
2. Updated Paducah PD T10 quote
3. Axon-taser sole source
4. Sole Source

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH AXON ENTERPRISES, INC. IN THE AMOUNT OF \$361,612.28 FOR THE PURCHASE OF 81 TASER 10 BUNDLES, WHICH INCLUDES ALL TRAINING, TRAINING ACCESSORIES, CHARGING DOCKS AND UNLIMITED CARTRIDGES

WHEREAS, the current Tasers utilized by the Police are reaching end of life;
and

WHEREAS, the Taser 10 bundles include all necessary training, training accessories, charging docks and unlimited cartridges, and are covered under a five (5) year;
and

WHEREAS, a written determination has been made by the City Manager that this contract constitutes a sole source purchase as the goods and services required to satisfy the agency needs are only manufactured and available for purchase from Axon Enterprise.

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

SECTION 1. The Commission hereby approves an Agreement with Axon Enterprise, Inc., in an amount of \$361,612.28 for the purchase of 81 Teaser 10 bundles for the Paducah Police Department, which includes training, training accessories, charging docks and unlimited Cartridges. The equipment is also covered by a five-year warranty, and authorizes the Mayor to execute all documents related to same. Said Agreement is for a period of five (5) years with an expiration of July 2029.

SECTION 2. This expenditure will be paid in five (5) annual payments of \$72,322.46 each and shall be charged to the PD Technology Set-Aside Project No. PO0101.

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, July 23, 2024
Recorded by Lindsay Parish, City Clerk July 23, 2024
\\mo\agree – Axon Enterprises – Taser 10 Bundles - PD



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-558795-45469.928MD

Issued: 06/26/2024

Quote Expiration: 07/31/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 114140

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Paducah Police Dept. - KY 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
Andrew Malherek Phone: Email: amalherek@axon.com Fax:	Joe Hayes Phone: (270) 444-8691 Email: jhayes@paducahky.gov Fax: (270) 4440629

Quote Summary

Program Length	60 Months
TOTAL COST	\$361,612.28
ESTIMATED TOTAL W/ TAX	\$361,612.28

Discount Summary

Average Savings Per Year	\$21,339.16
TOTAL SAVINGS	\$106,695.79

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$72,322.44	\$0.00	\$72,322.44
Oct 2025	\$72,322.46	\$0.00	\$72,322.46
Oct 2026	\$72,322.46	\$0.00	\$72,322.46
Oct 2027	\$72,322.46	\$0.00	\$72,322.46
Oct 2028	\$72,322.46	\$0.00	\$72,322.46
Total	\$361,612.28	\$0.00	\$361,612.28

Quote Unbundled Price:	\$468,308.07
Quote List Price:	\$403,718.67
Quote Subtotal:	\$361,612.28

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									
C00010	BUNDLE - TASER 10 CERTIFICATION	81	60	\$94.53	\$81.24	\$73.98	\$359,542.80	\$0.00	\$359,542.80
A la Carte Hardware									
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1			\$43.90	\$0.00	\$0.00	\$0.00	\$0.00
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2			\$1,689.32	\$0.00	\$0.00	\$0.00	\$0.00
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1			\$11.77	\$0.00	\$0.00	\$0.00	\$0.00
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2			\$43.90	\$0.00	\$0.00	\$0.00	\$0.00
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2			\$11.77	\$0.00	\$0.00	\$0.00	\$0.00
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1			\$1,689.32	\$1,689.32	\$1,689.32	\$0.00	\$1,689.32
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	49		\$7.93	\$0.00	\$0.00	\$0.00	\$0.00
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	48		\$7.92	\$7.92	\$380.16	\$0.00	\$380.16
Total							\$361,612.28	\$0.00	\$361,612.28

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	81	2	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	81	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	1620	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	490	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	73	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	8	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	81	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	14	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	10/01/2024
A la Carte	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	10/01/2024
A la Carte	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	10/01/2024
A la Carte	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	10/01/2024
A la Carte	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2024
A la Carte	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2024
A la Carte	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	250	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	650	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	650	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	650	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	250	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	650	1	10/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	81	11/01/2024	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	81	11/01/2024	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2024	10/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	81
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	81	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	81	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	14	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2025	10/31/2029
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	10/01/2025	10/31/2029
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2025	10/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1400 Broadway St	Paducah	KY	42001-2506	USA
2	1400 Broadway St	Paducah	KY	42001-2506	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Upfront	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	\$0.00	\$0.00	\$0.00
Upfront	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	\$0.00	\$0.00	\$0.00
Upfront	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00	\$0.00	\$0.00
Upfront	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	\$0.00	\$0.00	\$0.00
Year 1	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$0.00	\$0.00	\$0.00
Year 1	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.00	\$0.00	\$0.00
Year 1	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$337.86	\$0.00	\$337.86
Year 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$76.03	\$0.00	\$76.03
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	81	\$71,908.55	\$0.00	\$71,908.55
Total				\$72,322.44	\$0.00	\$72,322.44

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$0.00	\$0.00	\$0.00
Year 2	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.00	\$0.00	\$0.00
Year 2	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$337.86	\$0.00	\$337.86
Year 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$76.03	\$0.00	\$76.03
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	81	\$71,908.57	\$0.00	\$71,908.57
Total				\$72,322.46	\$0.00	\$72,322.46

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$0.00	\$0.00	\$0.00
Year 3	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.00	\$0.00	\$0.00
Year 3	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$337.86	\$0.00	\$337.86
Year 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$76.03	\$0.00	\$76.03
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	81	\$71,908.57	\$0.00	\$71,908.57
Total				\$72,322.46	\$0.00	\$72,322.46

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$0.00	\$0.00	\$0.00
Year 4	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.00	\$0.00	\$0.00
Year 4	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$337.86	\$0.00	\$337.86
Year 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$76.03	\$0.00	\$76.03

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	81	\$71,908.57	\$0.00	\$71,908.57
Total				\$72,322.46	\$0.00	\$72,322.46

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$0.00	\$0.00	\$0.00
Year 5	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.00	\$0.00	\$0.00
Year 5	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$337.86	\$0.00	\$337.86
Year 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$76.03	\$0.00	\$76.03
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	81	\$71,908.57	\$0.00	\$71,908.57
Total				\$72,322.46	\$0.00	\$72,322.46

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 <https://www.axon.com/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.

Signature

Date Signed

6/26/2024





17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

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3/14/2024

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AL, AR, CA, CT, DE, FL, GA, HI, IA IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TN, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch



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- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.



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- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 10 Models: 100390, 100391
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for energy weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 10 Magazines
 - TASER 10 live duty magazine (black), item number 100393
 - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
 - TASER 10 live training magazine (purple), item number 100395
 - TASER 10 inert training magazine (red), item number 100396
4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to



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- function in the probe deployment mode)
 - TASER 10 live cartridge, item number 100399
 - TASER 10 HALT cartridge, item number 10400
 - TASER 10 inert cartridge, item number 100401
- 5. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
- 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
- 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
- 8. Power Modules (Battery Packs) for TASER 7 and TASER 10 energy weapons:
 - Tactical battery pack Model 20018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
- 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Power Modules (Battery Packs) for X26P and X2 energy weapons:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116



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11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
 - TASER Weapons Dock Core and Multi-bay Module: 74200
 - TASER Weapons Dock Core and Single-bay Module: 74201
 - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
 - Right-hand TASER 10 holster by Safariland Model: 100611
 - Left-hand TASER 10 holster by Safariland Model: 100613
 - Right-hand TASER 10 holster by Blade-Tech Model: 100614
 - Left-hand TASER 10 holster by Blade-Tech Model: 100615
 - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
 - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
 - Ambidextrous TASER 10 holster by So-Tech Model: 100621
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-Hand TASER 7 holster by BLACKHAWK Model: 20062
 - Left-Hand TASER 7 holster by BLACKHAWK Model: 20067
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model: 44550
17. HALT Suit Model: 20050
18. TASER 7 conductive target Model: 80087
19. TASER 7 Target Frame Model: 80090

TASER 7 Warranties

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047



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TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10



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certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.

14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.
15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

¹ Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS Choose an item.	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Operating Officer
Axon Enterprise, Inc.

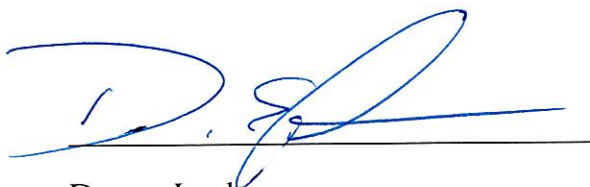
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Written Determination to Purchase through Non-Competitive Negotiations

The City of Paducah desires to contract with Axon Enterprise, Inc of Scottsdale, AZ, for services related to upgrading and purchasing Taser Energy Weapons for officers at the Paducah Police Department.

This contract constitutes a sole source purchase as the goods and services required to satisfy the agency needs are only manufactured and available for purchase from Axon Enterprise. Axon is the sole distributor and retailer of all Taser brand products in the State of Kentucky. Taser brand products work in conjunction with the police body-worn cameras and in-car cameras currently in use by Paducah Police. This will be noncompetitive negotiation purchase pursuant to KRS 45A.380(2).

A handwritten signature in blue ink, appearing to read 'D. Jordan', is written over a horizontal line.

Daron Jordan
City Manager

July 3, 2024

Date

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Approval of a contract modification with Axon Enterprise, Inc. for body-worn and in-car camera systems in the amount of \$75,154 - **B. LAIRD**

Category: Municipal Order

Staff Work By: William
Hodges, Brian Laird
Presentation By: Brian
Laird

Background Information: In September 2023, the Commission approved Municipal Order 2793 for a 5-year renewal contract with Axon for police body-worn and in-car cameras. Prior to installation of the in-car camera systems, it was discovered the Cradlepoint routers quoted in the contract are a model that would reach end of life in 2025. This contract modification is to change the routers and antennas to a 5G wireless system compatible with all new technology. The total amount of the contract will be increased by \$75,154.

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

Communications Plan:

Funds Available: Account Name: Computer Hardware Maintenance

Account Number: 10001601-522010

Staff Recommendation: Approve contract modification.

Attachments:

1. MO contract modification 1 Axon Enterprise – Police body-worn and in-car cameras
2. Paducah PD R1900 quote
3. Paducah PD Updated Billing Schedule

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONTRACT WITH AXON ENTERPRISE, INC., FOR POLICE BODY-WORN AND IN-CAR CAMERAS IN AN AMOUNT OF \$75,154 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, on September 26, 2023, the Commission approved Municipal Order No. 2793 for a contract with Axon Enterprise, Inc., in the amount of \$1,424,684.67; and

WHEREAS, prior to installation of the in-car camera systems it was discovered that the Cradlepoint router quoted in the contract is a model that would reach end of life in 2025; and

WHEREAS, a contract modification is now needed to change the routers and antennas to a 5G wireless system compatible with all new technology; and

WHEREAS, the amount of the contract will be increased by \$75,154, bringing the total contract to \$1,499,838.67.

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. 1 to the Agreement with Axon Enterprise, Inc., in the amount of \$75,154 and authorizes the Mayor to execute all documents related to same. This expenditure shall be charged to Computer Hardware Maintenance - Account Number 10001601 522010.

SECTION 2. 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, July 23, 2024
Recorded by Lindsay Parish, City Clerk, July 23, 2024
mo\contract modification 1 Axon Enterprise – Police body-worn and in-car cameras



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-587843-45484.828MD

Issued: 07/11/2024

Quote Expiration: 07/12/2024

Estimated Contract Start Date: 07/15/2024

Account Number: 114140

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Paducah Police Dept. - KY 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
Andrew Malherek Phone: Email: amalherek@axon.com Fax:	William Hodges Phone: (270) 444-8590 Email: whodges@paducahky.gov Fax: (270) 4440629

Quote Summary

Program Length	57 Months
TOTAL COST	\$184,977.00
ESTIMATED TOTAL W/ TAX	\$184,977.00

Discount Summary

Average Savings Per Year	\$6,872.21
TOTAL SAVINGS	\$32,643.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	\$21,964.60	\$0.00	\$21,964.60
Jul 2025	\$40,753.10	\$0.00	\$40,753.10
Jul 2026	\$40,753.10	\$0.00	\$40,753.10
Jul 2027	\$40,753.10	\$0.00	\$40,753.10
Jul 2028	\$40,753.10	\$0.00	\$40,753.10
Total	\$184,977.00	\$0.00	\$184,977.00

Quote Unbundled Price:	\$217,620.00
Quote List Price:	\$217,620.00
Quote Subtotal:	\$184,977.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	65			\$349.00	\$296.65	\$19,282.25	\$0.00	\$19,282.25
100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	65			\$2,999.00	\$2,549.15	\$165,694.75	\$0.00	\$165,694.75
Total							\$184,977.00	\$0.00	\$184,977.00

Delivery Schedule

Hardware

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1400 Broadway St	Paducah	KY	42001-2506	USA

Payment Details

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	65	\$19,674.98	\$0.00	\$19,674.98
Year 1	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	65	\$2,289.62	\$0.00	\$2,289.62
Total				\$21,964.60	\$0.00	\$21,964.60

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	65	\$36,504.94	\$0.00	\$36,504.94
Year 2	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	65	\$4,248.16	\$0.00	\$4,248.16
Total				\$40,753.10	\$0.00	\$40,753.10

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	65	\$36,504.94	\$0.00	\$36,504.94
Year 3	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	65	\$4,248.16	\$0.00	\$4,248.16
Total				\$40,753.10	\$0.00	\$40,753.10

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	65	\$36,504.94	\$0.00	\$36,504.94
Year 4	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	65	\$4,248.16	\$0.00	\$4,248.16
Total				\$40,753.10	\$0.00	\$40,753.10

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	65	\$36,504.94	\$0.00	\$36,504.94
Year 5	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	65	\$4,248.16	\$0.00	\$4,248.16
Total				\$40,753.10	\$0.00	\$40,753.10

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 <https://www.axon.com/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

This quote (Q-587843) is co-termed with quote Q-503610 (executed contract #00098241). The routers on this contract are the proposed replacement to the routers and antennas returned through RMAUS30835. As a result of the return, Axon has reduced the agency's overall future billing by \$87,858.40 (case number reference 01235717) as this has not yet been billed to the agency. In total, this creates a complete return of \$109,823 to the agency for the full value of the returned items.

The parties agree that Axon is granting a refund of \$21,964.60 (applied to CNUS019984) to refund paid, but undelivered services. This credit is contingent upon agency payment of any outstanding invoices including and not limited to Invoice INUS260370.

Signature

Date Signed

7/11/2024





Attachment 1

New Invoicing Schedule for Quote Q-503610

Date	Total*
September 2023	\$78,149.01
October 2023	-\$74,769.01
July 2024	\$236,448.97
With CNUS019984	-\$21,964.60
July 2025	\$274,244.47
July 2026	\$274,244.47
July 2027	\$274,244.47
July 2028	\$274,244.46
Total	\$1,314,861.67

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Approve contract with Flock Safety for license plate readers in the amount of \$64,250 - **B. LAIRD**

Category: Municipal Order

Staff Work By: William
Hodges, Brian Laird
Presentation By: Brian
Laird

Background Information: License Plate Reader (LPR) technology has become a crucial tool for law enforcement by enhancing public safety and facilitating more efficient policing. LPR systems are automated cameras and software that scan and capture images of license plates. The information is then processed to provide valuable data for police officers. LPR systems help officers more quickly identify and track vehicles associated with Amber Alerts and missing persons, identify and recover stolen vehicles and locate wanted persons. They also aid as a crime prevention tool by identifying vehicles associated with criminal behavior.

A pilot program was started in 2022 with two (2) LPR systems, and in 2023, we expanded the program to six (6) systems. The LPR systems have proven effective, and the police department would like to expand the program to add 15 systems for a total of 21 LPR systems.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Computer Software Maintenance

Account Number: 10001601-522020

Staff Recommendation: Approve contract with Flock.

Attachments:

1. Sole Source-Flock
2. Paducah PD Expansion
3. Existing LPR



CITY OF PADUCAH

300 South 5th Street

P. O. Box 2267

Paducah, KY 42002-2267

Phone: (270) 444-8530

Daron E. Jordan, CEcD
City Manager

Michelle Smolen
Assistant City Manager

Written Determination to Purchase through Non-Competitive Negotiations

The City of Paducah desires to contract with Flock Safety of Atlanta, GA, for services related to License Plate Readers (LPR) for the Paducah Police Department.

The police department is currently using six (6) Flock Safety LPRs and this would be an expansion of that project with the same equipment. Flock Safety integrates with AXON, our digital evidence provider and vendor for police body-worn and in-car cameras. No other LPR vendors are able to integrate directly with Axon or the Flock Safety systems currently in use.

This will be noncompetitive negotiation purchase pursuant to KRS 45A.380(2).

Daron Jordan
City Manager

July 15, 2024

Date

Flock Safety + KY - Paducah PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Hunter Kuykendall
hunter.kuykendall@flocksafety.com
+18596538581

Created Date: 07/15/2024
Expiration Date: 06/30/2024
Quote Number: Q-84716
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1400 Broadway Paducah, Kentucky 42001

Ship To: 1400 Broadway Paducah, Kentucky 42001

Billing Company Name: KY - Paducah PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 12 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$47,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	14	Included
Flock Safety Falcon ® LR	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	14	\$2,100.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00

Subtotal Year 1: \$49,250.00

Annual Recurring Subtotal: \$47,000.00

Estimated Tax: \$0.00

Contract Total: \$49,250.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$49,250.00
Annual Recurring after Year 1	\$47,000.00
Contract Total	\$49,250.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.
Flock Safety Falcon® LR	A long-range infrastructure-free license plate reader camera designed for high speed vehicles that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
------------------	-------------



EXHIBIT A
ORDER FORM

Customer: KY - Paducah PD
Legal Entity Name: KY - Paducah PD
Accounts Payable Email: blaird@paducahky.gov
Address: 1400 Broadway Paducah, Kentucky 42001

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.
Retention Period: 30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
Subtotal Year 1:			\$15,600.00
Annual Recurring Subtotal:			\$15,000.00
Discounts:			\$6,000.00
Estimated Tax:			\$0.00
Contract Total:			\$30,600.00

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Oscar Cross Boys & Girls Club Concession Agreement Approval - **L. PARISH**

Category: Municipal Order

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

Background Information: In 2012, the property at 2956 Park Avenue (known as the Armory) was deeded to the City of Paducah from the United States of America. Certain conditions within the deed prohibit the City from selling, leasing, assigning, or disposing of the premises except to another government agency. However, the property can be used as a recreational facility. In 2014, the City of Paducah entered into a Concession Agreement with the Oscar Cross Boys & Girls Club of Paducah to allow them to use the property as a recreational space for children's programs and services. In 2018, the City adopted a new Concession Agreement.

The City and Oscar Cross Boys & Girls Club wish to update the Concession Agreement to make certain changes, including:

- An updated term ending in 2044.
- An updated insurance section.
- Inclusion of the storage building on the site for the use of the Oscar Cross Boys and Girls Club.
- General updates to the language about licenses, permits, taxes, and approvals.

The Secretary of the Interior has given preliminary approval to the concession agreement. The Oscar Cross Boys and Girls Club Board has approved the updated Agreement.

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 concession agreement – Oscar Cross – 2956 Park Avenue
2. 2024 PROPOSED CONCESSION AGREEMENT - REVISED
3. Concession Agreement - With Signature

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE
EXECUTION OF A NEW CONCESSION AGREEMENT AMONG CITY OF
PADUCAH, MCCrackEN COUNTY, KENTUCKY AND OSCAR CROSS
BOYS AND GIRLS CLUB OF PADUCAH, INC.

WHEREAS, the City took fee title to certain lands totaling 3.62 acres, from the United States of America, hereinafter referred to as the “USA”, as surplus property, known as the Armory, and deeded to the City on February 28, 2012; and

WHEREAS, the City approved Municipal Order No. 1767 and Municipal Order No. 2150 to lease the Premises to Oscar Cross Boys and Girls Club of Paducah, Inc. (“Oscar Cross”); and

WHEREAS, City has determined that it is necessary to enter into a new agreement (“Concession Agreement”) with Oscar Cross in compliance with the requirements of the Secretary of the Interior or his/her delegated representative, National Park Service (NPS).

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

Section 1. The Board of Commissioners hereby approves the Concession Agreement among the City and Oscar Cross in substantially the form attached hereto as Exhibit A and made part hereof. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Concession Agreement for the purposes therein specified, and the execution and delivery of the Concession Agreement is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Concession Agreement together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Concession Agreement.

Section 2. All resolutions, orders or parts thereof in conflict with the provisions of this Order are, to the extent of such conflict, hereby repealed and the provisions of this Order shall prevail and be given effect.

Section 3. 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 George Bray

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by City Clerk, _____
MO\concession agreement – Oscar Cross – 2956 Park Avenue

Concession Agreement

This Concession Agreement, hereinafter referred to as the “Agreement” is made and entered into this 13th day of August 2024, between the City of Paducah, hereinafter referred to as the “City”, and the Oscar Cross Boys & Girls Club of Paducah, a Kentucky nonprofit corporation, hereinafter called the “Concessionaire.”

WHEREAS, the City took fee title to certain lands totaling 3.62 acres, from the United States of America, hereinafter referred to as the “USA”, as surplus property, known as the Armory, and deeded to the City on February 28, 2012. Said Quitclaim Deed (hereinafter “Deed”) is attached and hereinafter referred to as **Exhibit A**; and

WHEREAS, Condition No. 3 of said Deed provides that the City shall not sell, lease, assign or otherwise dispose of the premises, except to another eligible government agency. However, nothing in this provision shall preclude the City from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is provided in writing by the Secretary of the Interior or his/her delegated representative, National Park Service (NPS); and

WHEREAS, the City and Concessionaire desire to provide public recreational space at the Armory for the use and benefit of the general public; and

WHEREAS, the City is satisfied that the provision of additional services and facilities at the Armory is in the City’s best interest.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, the City agrees to allow Concessionaire to provide public recreational space for children’s program services and facilities, including, but not limited to, after-school programs and summer programs, hereinafter to be mentioned upon the real property described in Exhibit A attached hereto and incorporated herein by this reference and located at the Armory.

1. **Location:** The City hereby assigns to the Concessionaire the use of the buildings and land which is located on the property as described in Exhibit B (hereinafter “Assigned Premises”).
2. **Use of Assigned Premises:**
 - (a) Concessionaire shall use, occupy and maintain the Assigned Premises in a business like, careful, clean and non-hazardous manner for the sole purpose of providing public recreational space for children’s program services and facilities, including, but not limited to, after-school programs and summer programs, pursuant to the Boys & Girls Clubs of America’s mission statement; Such use shall be considered Concessionaire’s concession operation (hereinafter “Concession Operation”);
 - (b) Concessionaire shall conduct the Concession Operation in strict compliance with, and subject to all of the restrictions, covenants, terms and provisions imposed by the Secretary on the Assigned Premises as set forth in Exhibit A;

(c) Written approval by the City and written concurrence by the Secretary or his/her delegated representative, NPS, shall be required for any other proposed use(s) in conjunction with or in addition to those specified in this Agreement.

(d) The Assigned Premises includes a storage building located on the property, in which the City is currently storing City-owned property. The City shall retain the right to store City-owned property in this building until December 31, 2024.

3. **Restrictions and Environmental and Usage Conditions:** Concessionaire is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material (ACM) has been found on the Property. Concessionaire is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. See Exhibit A for full disclosures and all usage conditions.
4. **Term:** This Agreement shall be for a period of **twenty (20) years** (the "Initial Term") commencing on the 13th day of August, 2024 (the "Commencement Date") and terminating on the 12th day of August, 2044.
5. **Concession Payments:** Upon the Commencement Date of the term, Concessionaire shall pay the City **one dollar and no cents (\$1.00)** per year for the concession to the use the Assigned Premises.
6. **Concessionaire's Records and Documents:** With respect to all matters covered by this Agreement, concessionaire's records and documents shall be subject at all times to inspection, review, or audit by the City or its designee. Concessionaire will supply City or its designee with any documentation that may be needed by the City to file required compliance reports to the NPS.
7. **Licenses and Permits:** All necessary licenses and permits to operate concession on the Assigned Premises must be obtained from the appropriate offices before operation may begin. All licenses are subject to Code of Enforcement for safety, health and fire inspections.
8. **Taxes:** Concessionaire shall assume and pay all of the real estate taxes and assessments that are levied against the Assigned Premises. Concessionaire shall assume and pay all personal property taxes that are levied against Concessionaire's trade fixtures, equipment, and inventory, and all of the taxes that are assessed against Concessionaire's business operations.
9. **Operating Expenses and Utilities:** Concessionaire is solely responsible for all operating expenses and utilities, as well as the costs associated with installation/upgrade of systems that are required by building codes and local ordinances relating to safety, health, and fire. These systems must meet all local, state and federal requirements.
10. **Non-discrimination:** City and Concessionaire agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the previously described property, including, but not limited to:

- All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
 - The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
 - The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
 - Executive Order 13672, which prohibits discrimination on the basis of sex, sexual orientation, or gender identity.
11. **Historic and Cultural Properties:** As required in Exhibit A, City and Concessionaire will adequately ensure the preservation of the property per the covenants stated therein. Any proposed changes to the structures on the Assigned Premises require consultation with the State Historic Preservation Office (SHPO).
 12. **Alterations and Improvements:** Concessionaire may not make alterations or improvements to the Assigned Premises without written consent of the City Manager representing the City. Such written consent will not be unreasonably withheld or delayed. If structural changes are required, the Concessionaire shall arrange for and supervise all necessary construction work and be responsible for all costs associated with providing the changes. All construction work must comply with the Historic and Cultural Properties section of this agreement.
 13. **Reversion:** Concessionaire acknowledges that the Property, including the Assigned Premises, is subject to the possibility of reversion back to the United States *without compensation being paid to the Concessionaire* should there be a material breach of noncompliance by the City or the Concessionaire for not adhering to the Deed covenants, restrictions and agreements set forth in Exhibit A.
 14. **Maintenance and Repair:** The Concessionaire shall at its sole cost and expense maintain the Assigned Premises in good condition and perform such repairs that become necessary from time to time during the term of this Agreement and any renewals hereof as set forth herein.
 15. **Inspection of Concession Areas:** Concessionaire shall allow the City, or its designee and/or the Secretary's designated representative, NPS, at any and all reasonable times to inspect the Assigned Premises, including for improvement thereon.
 16. **Indemnity:** Concessionaire hereby expressly agrees to indemnify, save and hold harmless, and defend the City and the United States against all fines, claims, damages, liens, losses, judgments, and expenses arising out of, or from any act or omission by the Concessionaire

and its representatives, agents, employees, or any others in or on the Assigned Premises or the Property on the Concessionaire's behalf.

17. **Insurance:** Concessionaire shall, at its own expense, provide such commercial general liability insurance that will protect Concessionaire and the City from all claims for damages to property and persons, including death, and particularly the use of products prepared, and/or sold, which may arise in the operation of the activities conducted under this Agreement or anyone directly or indirectly employed by Concessionaire. All policies shall name the City as an additional insured. The commercial general liability insurance shall provide limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage liability. \$2,000,000 general aggregate including products and completed operations. As required by the law of the state of Kentucky, Concessionaire shall provide Worker's Compensation Insurance covering all person's employed by Concessionaire. Concessionaire agrees to provide evidence to the City that insurance is current based on subsequent renewal information.
18. **Concurrence by Secretary of the Interior.** The Secretary of the Interior or his/her designated representative, NPS, has issued their concurrence to the execution of this Concession Agreement, as shown on Exhibit C attached hereto.
19. **Assignment and Subletting:** Concessionaire shall not assign this Agreement or any interest therein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet shall be grounds for termination of Agreement by the City or possible reversion by the United States.
20. **Amendment to Concession Agreement:** This Agreement contains all the terms and conditions between the parties, and no alteration, amendment, or addition hereto shall be valid unless in writing and signed by both parties with written concurrence by the Secretary of the Interior or his/her delegated representative, NPS.
21. **Laws and Regulations:** Concessionaire is aware of and agrees that it will use the Assigned Premises so as to conform with deeded environmental and usage controls and not violate any laws, regulations and /or requirements of the United States of America and/or State of Kentucky and/or any ordinance, rule or regulation of the City now or hereafter made, relating to the use of the Assigned Premises.
22. **Signage:** Concessionaire shall place no sign or advertisement upon any location of the Assigned Premises unless prior written approval has been granted by the City Manager representing the City, and the City Manager shall have the right, without first notifying Concessionaire, to remove at the expense of Concessionaire, any sign or signs that may be erected without prior approval. Any signage already present on the Assigned Premises prior to the date of this Agreement is hereby approved.
23. **Surrender and Waste:** Concessionaire agrees that upon expiration of this Agreement or earlier termination thereof, it shall surrender the Assigned Premises to the City in as good or

better condition as they were in at the time of execution of this Agreement, ordinary wear excepted. Concessionaire further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Assigned Premises, and that upon termination of this Agreement for any reason, Concessionaire shall remove any of its personal property not belonging to the City within thirty (30) days of such termination.

24. **Liens**: Concessionaire shall keep the Assigned Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Concessionaire during the term of this Agreement or any extension or renewal thereof.
25. **Waiver**: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.
26. **Termination**: This Agreement shall terminate automatically upon the occurrence of any one or more of the following events ("events of default"):
 - (a) Failure or refusal of Oscar Cross to pay or cause to be paid any rental payments within ten days following the due date;
 - (b) Failure by Oscar Cross to perform any agreement, covenant, condition, obligation, and/or undertraining herein contained or to observe or comply with any of the terms, provisions, and conditions of this Agreement, or any other agreement executed by Oscar Cross with the City;
 - (c) Proceedings in bankruptcy by or against Oscar Cross, or for reorganization of Oscar Cross's debts, or for the readjustment of any of its respective debts, under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing, be commenced by it or commenced against it;
 - (d) The insolvency, assignment for the benefit of creditors, adjudication as a bankrupt or the appointment of a receiver for substantially all of either Oscar Cross's property and/or Oscar Cross's interest in this Agreement, except that should an involuntary bankruptcy proceeding be filed against Oscar Cross, Oscar Cross shall have ninety (90) days to have such proceeding terminated, provided that Oscar Cross has otherwise complied with its obligations herein;

- (e) The issuance of execution against either Oscar Cross's interest in this Agreement or any legal process which by operation of law would cause Oscar Cross's interest in this Agreement to pass to any persons other than Oscar Cross; or
- (f) Oscar Cross abandons the Assigned Premises.

Upon termination of this Agreement, either in lapse pursuant to the terms of the same, or in the event of default as defined herein, after written notice of default sent by City to Oscar Cross, the City may immediately, or at any time thereafter, reenter the Assigned Premises without notice or demand, and remove all persons and things therefrom with or without legal process and without prejudice to any of City's other legal rights, using such force as may be necessary or proper for the purpose.

If upon reentry there remains any abandoned property of Oscar Cross or any other persons upon the Assigned Premises, the City may take possession of such property and sell it at public or private sale with notice to Oscar Cross, and this right to take and sell shall be a prior lien and claim against the property; or the City may, without obligation to do so, take possession of such property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Oscar Cross shall reimburse the city for any expense incurred by the City in connection with such removal or storage. If the City elects to take possession of the property and sell it, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other amounts which may then be due from Oscar Cross to the City, and the balance, if any, shall be paid to Oscar Cross.

Notwithstanding any such reentry, upon default by Oscar Cross or a termination of this Agreement occasioned by reason thereof, the rentals due hereunder for the remainder of the then-current term for the Assigned Premises, and such other charges and/or obligations if any as may otherwise be payable hereunder, shall be immediately due and payable. The City shall have a lien on all personal property brought upon the Assigned Premises to the extent of Oscar Cross's liability to the City hereunder.

In the event of default, the City shall be entitled to collect from Oscar Cross any and all costs and expenses incurred by City in the enforcement of or collection upon this Agreement, including attorneys' fees.

27. **No Conveyance:** Nothing in this Agreement conveys, or shall be construed as conveying, any estate or interest in the Assigned Premises, or in any of the Property described in Exhibit A, from the City to the Concessionaire, nor does this Agreement surrender absolute control over and possession of the Assigned Premises to the Concessionaire. The City, by this Agreement, conveys, and the Concessionaire, by this Agreement, receives only such authority as is set forth in this Agreement, and that may be necessary and appropriate to use the Assigned Premises in a manner that is consistent with the Concession Operation specified herein.

28. **Acknowledgement:** This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the Deed from the United States of America to the City, dated February 28, 2012, and recorded at the McCracken County Clerk's Office at Book 1229, Page 247 (attached hereto as Exhibit A), and the current Program of Utilization which governs the use of the Assigned Premises. Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion and termination of this Agreement. In the event of a reversion as described in this paragraph, Concessionaire-owned personal and real property improvements associated with the Assigned Premises, may be subject to seizure, without compensation, by the United States.

29. **Notice:** Any notice by either party to the other shall be in writing and shall be deemed to be given only if delivered personally or mailed by registered or certified mail as follows:

City:

City Manager
City of Paducah
P.O. Box 2267
Paducah, Kentucky 42002-2267

Concessionaire:

Oscar Cross Boys & Girls Club of Paducah
2956 Park Avenue
Paducah, Kentucky 42003

Other addresses may be established as the parties hereto may designate by written notice to the other party and delivered in accordance with the provisions of this paragraph.

30. **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

31. **Severability:** If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

IN WITNESS WHEREOF, the City has authorized George P. Bray, Mayor, representing the City to sign this Agreement and Concessionaire has approved the Agreement and signed as of the date first noted above.

THE CITY OF PADUCAH

BY: GEORGE P. BRAY

ITS: MAYOR

OSCAR CROSS BOYS & GIRLS CLUB OF PADUCAH

BY: _____
ITS: _____

STATE OF KENTUCKY)
) ss
COUNTY OF MCCRACKEN)

On this ____ day of _____, 2024 before me, George P. Bray, personally appeared, representing the City, known to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Notary Public
My Commission Expires: _____

STATE OF KENTUCKY)
) ss
COUNTY OF MCCRACKEN)

On this ____ day of _____, 2024 before me, _____, representing Oscar Cross Boys & Girls Club Of Paducah, known to be the person described in the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Notary Public
My Commission Expires: _____

EXHIBIT A

(Quitclaim Deed)

MAR 05 2012

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes by the City of Paducah, Kentucky (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following approximately 3.62 acres of property, more or less, located 2956 Park Avenue, on the Paducah Memorial Army Reserve Center, Paducah, McCracken County, Kentucky with improvements consisting of two buildings (an 11,424 square foot administration building and a 2,740 square foot maintenance building), more particularly described in Exhibit A attached hereto and made a part hereof (hereafter "the Property").

Grantor expressly reserves from this conveyance all mineral rights in the Property, including, but not limited to coal, oil, gas, aged organic rich shales, and any other minerals on, in and under the Property. Further, Grantee reserves the right to enter upon the Property to prospect for and produce such minerals. Grantee, its successors and assigns, shall not engage in, authorize, permit, or suffer the extraction, production or exploitation of any minerals. Grantee, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that should an extraction, production or exploitation of minerals on or under the described Property occur: (i) it will hold all payments, bonuses, delayed rentals, or royalties in trust for Grantor, and (ii) that all net revenues and proceeds resulting from the extraction production or exploitation of any minerals by Grantee, its successors and assigns, will be held in trust for and promptly paid to Grantor. Nothing herein shall be construed as authorizing the Grantee to engage in the extraction, production or exploitation of minerals, in and on, or under the Property.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto appertaining; and every right, title, or interest, legal or equitable, of Grantor in and to the Property herein conveyed, including all right, title, and interest which the Grantor may have in, under or appurtenant to the Property and all right, title and interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said lands, and in any means of ingress or egress appurtenant thereto, excepting any rights as herein specifically reserved or excepted.

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, public roads, highways, utilities, pipelines, if any, whether of record or not.

TO HAVE AND TO HOLD the Property, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the said Grantor, either in law or equity, subject to the

reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth, unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, and authority given to the Secretary of Defense, dated September 13, 1991, pursuant to the Base Closure and Realignment Act of 1990, as amended [Pub. L. No. 101-510, 10 U.S.C. §2687 note], and a re-delegation of authority to the Secretary of the Army, the Department of the Army determined the Property to be surplus to the needs of the United States of America and assigned the Property to the Department of the Interior for further conveyance to the City of Paducah, Kentucky.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree to itself, and its successors and assigns, forever, as follows:

1. The Property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the Program of Utilization and plan contained in the application, submitted by the Grantee on January 20, 2008, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of this deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the Property which says:

This park land was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public.

3. The Property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the Property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. Any mortgage, lien, or any other encumbrance not wholly subordinate to the reverter interest of the Grantor shall constitute an impermissible disposal. However, this provision shall not preclude the Grantee and its successors or assigns from issuing revenue or other bonds related to the use of the Property to the extent that such bond shall not in any way restrict, encumber, or constitute a lien on the Property. Further, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved Application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this Deed, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the Property during the preceding 2-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further

determined by the Secretary of the Interior.

5. All revenue received by the Grantee through concession agreements, use permits, or other fees generated by activities on the Property shall be used only for the implementation of an approved Program of Utilization or the operation of park and recreation facilities and programs on the Property. After the Program of Utilization is completed, and as long as the Property is properly and sufficiently operated and maintained, the revenue may be used for other public park and recreational purposes by the Grantee. Any revenue received by the Grantee which is generated on or by the operation of the Property shall not be used for non-recreational purposes. Any revenue received by the Grantee which is generated through the operation of the Property shall be listed and accounted for in its biennial reports to the National Park Service.

6. The Grantor, and any representative it may so delegate, shall have the right of entry upon the Property at any time to conduct inspections of the Property for the purpose of evaluating the Grantee's compliance with the terms and conditions of this deed.

7. As part of the consideration for the Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1); (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

8. The Grantee, and each of its successors and assigns, agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), and the Americans with Disabilities Act of 1990 (104 Stat. 337) to assure that development of facilities on the Property are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his or her handicap be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity at the Property receiving Federal financial assistance.

9. The Grantee shall be on the lookout for archeological artifacts during any construction activities and shall take appropriate action should any artifacts be discovered. Grantee shall comply with the provisions of 36 C.F.R. Part 800, regarding protection of historic and cultural properties. Grantee's development plans shall avoid sites identified by a Cultural Resources Assessment of the Property, and, prior to any alteration or construction on the Property, Grantee shall consult with the Kentucky State Historic Preservation Office.

10. The Grantee, and each of its successors and assigns, covenants and agrees to comply with the National Environmental Policy Act of 1969, as amended, the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), the Federal Disaster Protection Act of 1973 (87 Stat. 975), Executive Order 11288, relating to the evaluation of flood hazards, Executive Order 11990 (May 24, 1977) for Protection of Wetlands and Executive Order 11988 (May 24, 1977) for Floodplain Management and the Endangered Species Act of 1973, where and to the extent said Amendments and Orders are applicable to the Property, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders. Further, the Grantee, and each of its successors and assigns, covenants and agrees to save the Grantor harmless in the event of damage to the Property or injury or loss of life resulting directly from flooding of the Property.

11. The Grantee, by acceptance of this Deed, acknowledges that it has received the following notice of hazardous substance activity and reservation of access by the Grantor concerning the Property. Each of these statements is given by the Grantor in compliance with Section 120(h)(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. '9620(h)(4):

(A) NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY.

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been stored for one year or more, or known to have been released or disposed of, on the Property.

(B) CERCLA COVENANT.

The Grantor warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the Property prior to the date of this deed shall be conducted by the United States.

(C) ACCESS.

(1) The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey,

monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

(2) In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

12. PROPERTY "AS IS".

(A) The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size or kind or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

(B) No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

(C) Nothing in this "As Is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

13. HOLD HARMLESS.

(A) To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (a) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (b) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

(B) The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS IN THIS Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

(C) Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

14. POST-TRANSFER DISCOVERY OF CONTAMINATION.

(A) If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the permission of the Grantor.

(B) Grantee, its successors and assigns, as consideration for the conveyance of the Property agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations or the Grantor's indemnification obligations under applicable laws.

15. The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

16. The Grantee, by acceptance of this Deed, acknowledges that it has received the following notice of the following Environmental Protection Provisions concerning the

Property. The Grantee further acknowledges and agrees that it shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the following Environmental Protection Provisions and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege or license.

ENVIRONMENTAL PROTECTION PROVISIONS

(A) NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT.

(1) The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material (ACM) has been found in buildings on the Property. The Property may also contain improvements such as buildings, facilities, equipment and pipelines, above and below ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

(2) The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

(3) The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

(B) NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE.

(1) The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

(2) The Grantee covenants and agrees that it shall not permit the occupancy or use of any existing buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

(3) The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

17. The Grantee shall comply with all applicable Federal, State, and local laws, regulations and standards that are or may become applicable to the Grantee's activities on the Property.

18. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the Property to the Grantor, or the Grantee voluntarily returns title to the Property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said Property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its Federal Property Management Regulations, 41 C.F.R. 101 - 47.402, in effect at the time of the reversion.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 28th day of February, 2012.

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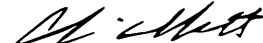
UNITED STATES OF AMERICA
acting by and through the
Secretary of the Interior

Through:

Regional Director
Southeast Region
National Park Service

WITNESSES:



By: 

Chris Abbett
Assistant Regional Director For
Partnerships

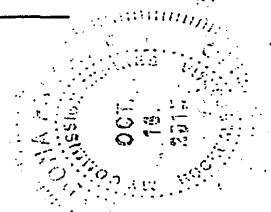
STATE OF GEORGIA)
)ss
COUNTY OF FULTON)

On this 28th day of February, 2012 before me, the subscriber, personally appeared, Chris Abbett, Assistant Regional Director For Partnerships, Southeast Region, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary and he acknowledges that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.


NOTARY PUBLIC

My commission expires:

10/16/2015

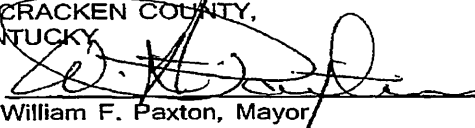


[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ACCEPTANCE

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

CITY OF PADUCAH,
MCCRACKEN COUNTY,
KENTUCKY

By: 
William F. Paxton, Mayor

STATE OF KENTUCKY

)
)ss
)

COUNTY OF MCCRACKEN

On this 27th day of April, 2012, before me, the undersigned Officer, William F. Paxton, Mayor, City of Paducah, Kentucky, personally appeared, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he is duly designated, empowered and authorized by a Resolution/Certification of Authority to Acquire Property of the City of Paducah Commission dated September 25, 2007, to execute the foregoing acceptance and sign his name thereto; and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of the City of Paducah, Kentucky, for the purposes and uses therein described.


NOTARY PUBLIC

My Commission expires:

January 17, 2016
ID 458322

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Exhibit B
(Property Description)

EXCESS AREA
TRACT NO. 100

UNITED STATES ARMY RESERVE CENTER
PADUCAH
MCCRACKEN COUNTY, KENTUCKY

LAND DESCRIPTION

Situated in the Commonwealth of Kentucky, County of McCracken, City of Paducah, at the intersection of U. S. Highway 60 (Park Avenue) and Cruse Avenue, and a part of Block No. 49, as shown on plot in Deed Book "Z", page 270 and 271, in the records of McCracken County, and more particularly described, as follows:

Beginning at a chiseled "X" in the concrete at the intersection of the east right-of-way line of Cruse Avenue with the south right-of-way line of U.S. Highway 60 (Park Avenue); thence with the south right-of-way line of U.S. Highway 60

North 89 degrees 52 minutes 13 seconds East 349.97 feet to a Corps of Engineers aluminum disc on the eastern boundary of the Reserve Center; thence with said eastern boundary

South 01 degrees 07 minutes 37 seconds East 448.09 feet to a one-inch pipe on the common boundary of the Brooks Subdivision (Plat Book H, page 296); thence with said common boundary

South 88 degrees 57 minutes 00 seconds West 349.99 feet to a Corps of Engineers aluminum disc on said east right-of-way line of Cruse Avenue; thence with said east right-of-way line

North 01 degrees 07 minutes 05 seconds West 453.70 feet to the point of beginning, containing 3.62 acres, more or less.

24 July 2009, SLG

258

EXCESS AREA
TRACT NO. 100

UNITED STATES ARMY RESERVE CENTER
PADUCAH
McCRACKEN COUNTY, KENTUCKY

LAND DESCRIPTION (Cont'd)

The United States of America acquired the above described land as follows:

By Warranty Deed dated 4 September 1958, from William Eaton, M. D. and Kathryn M. Eaton, his wife, and recorded in Deed Book 398, Page 333, in the records of McCracken County.

24 July 2009, SLG

Situate in the State of Kentucky, County of McCracken, City of Paducah, KY, on U. S. Hwy. No. 60, approximately 2,400 feet east of the west city limits of Paducah, and a part of Block No. 49, as shown on plot in Deed Book "Z", page 270 and page 271, in the records of McCracken County, KY, more particularly described as follows:

Beginning at the intersection of the east right-of-way of Cruse Ave. with the South right-of-way of Park Ave., and U. S. Hwy. No. 60, said intersection being 25 feet east of the centerline of Cruse Ave., and 33 feet south of the centerline of Park Ave., and U. S. Hwy. No. 60; thence with the south right-of-way of Park Ave., and U. S. Hwy. No., 60, being 33' south of and parallel to the centerline of said Ave., and Hwy; thence N 87 deg 30' E 350.0 feet to a point in the subject owner's east boundary line; thence with said boundary and running 350 feet east of and parallel to the east right-of-way of Cruse Ave; thence S 2 deg 30' E 450.0 feet (passing an iron in at 242.0 feet) to a point; thence severing the subject owner's land and running 450 feet south of and parallel to the south right-of-way of Park Ave. and U. S. Hwy. No. 60; thence S 87 deg 30' W 350.0 feet to a point in the east right-of-way of Cruse Ave; thence with said east right-of-way of Cruse Ave., being 25 feet east of and parallel to the centerline of Cruse Ave; thence N 2 deg 30' W 450.0 feet, more or less, to the point of beginning, containing 3.62 acres, more or less.

Exhibit C
(Concurrence of Secretary of the Interior/NPS)



United States Department of the Interior



NATIONAL PARK SERVICE

Atlanta Federal Center
1924 Building
100 Alabama Street, SW
Atlanta, GA 30303

IN REPLY REFER TO:
KY-USARC
Concession Agreement

Mr. Daron Jordan
City Manager
City of Paducah
300 South 5th Street
P.O. Box 2267
Paducah, KY 42002

Dear Mr. Jordan:

We have completed our review of the proposed revised concession agreement between the City of Paducah and the Oscar Cross Boys & Girls Club for the purpose of providing public recreational activities and programs at the former Paducah Memorial U.S. Army Reserve Center. We are pleased to extend our concurrence on the agreement. Please provide this office with a digital copy of the executed agreement at your earliest convenience.

If you have any questions or need additional information, please do not hesitate to contact me at 678-372-6573.

Sincerely,

JOHN BARRETT

Digitally signed by JOHN
BARRETT
Date: 2024.07.02 10:38:40 -04'00'

John R. Barrett
Regional Program Manager
Federal Lands to Parks

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Authorize Payment for the City Portion of the Convention Center Roof Project in the amount of \$115,186 - **M. SMOLEN**

Category: Municipal Order

Staff Work By: Daron Jordan,
Michelle Smolen
Presentation By: Michelle
Smolen

Background Information: This Municipal Order authorizes payment to McCracken County Fiscal Court for the city's portion of the roof repair related to the Convention Center. This project was bid by the county as one project. The bill is for the portion of the project that was related to the activity that occurred on the City's property. Further, this action formally designates funds from the 2020A bond to pay for this expense.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Bond Funds 2020A

Account Number:

Staff Recommendation: Authorize 2020A bond funds to be used to make payment to the McCracken County Fiscal Court in an amount of \$115,186 for the Paducah-McCracken County Convention Center Roof Project.

Attachments:

1. MO Convention Center Roof Project Payment – McCracken County

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE MCCRACKEN COUNTY FISCAL COURT IN THE AMOUNT OF \$115,186 FOR THE CITY'S PORTION OF THE PADUCAH-MCCRACKEN COUNTY CONVENTION CENTER ROOF PROJECT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah authorizes the Finance Director to make payment to the McCracken County Fiscal Court in the amount of \$115,186 for the City's portion of the Paducah-McCracken County Convention Center Roof Project. Further, the Mayor is hereby authorized to execute all documents related to said payment.

SECTION 2. This expense shall be paid from the 2020A Bond Funds.

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, July 23, 2024
Recorded by Lindsay Parish, City Clerk, July 23, 2024
MO\Convention Center Roof Project Payment – McCracken County

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Authorize Contract for Services with Paxton Park Golf Commission in the amount of \$100,000 -
J. MARSDEN

Category: Municipal Order

Staff Work By: Amie Clark

Presentation By: Amie Clark, Daron Jordan

Background Information: Authorize Contract for Services Agreement for Paducah's Municipal Golf Course, Paxton Park, for FY25 in the amount of \$100,000.00 for facility operations.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number:

Staff Recommendation: Approve

Attachments:

1. MO - contract-Paxton Park FY2025
2. Paxton Park Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE
MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF
BOARD, d/b/a PAXTON PARK MUNICIPAL GOLF COURSE, IN AN
AMOUNT OF \$100,000 FOR FACILITY OPERATIONS AND
AUTHORIZING THE FINANCE DIRECTOR TO ISSUE PAYMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute
a contract with Paxton Park Golf Board in the amount of \$100,000 for facility operations.
The term of this contract shall begin July 1, 2024, and shall expire June 30, 2025.

SECTION 2. The Finance Director is hereby authorized to issue payment
in the amount of \$100,000 to the Paxton Park Golf Board in accordance with the contract
as authorized in Section 1 above. This expenditure shall be charged to the Investment
Fund.

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, July 23, 2024
Recorded by Lindsay Parish, City Clerk, July 23, 2024

\\mo\contract-Paxton Park FY2025

CONTRACT FOR SERVICES

This Contract for Services, effective July 1, 2024, by and between the **CITY OF PADUCAH** ("City") and the **PAXTON PARK GOLF BOARD d/b/a PAXTON PARK MUNICIPAL GOLF COURSE** ("Paxton Park").

WITNESSETH:

WHEREAS, Paxton Park provides a quality public recreational facility to Paducah and McCracken County; and

WHEREAS, Paxton Park improves the quality of life for the residents of Paducah and McCracken County; and

WHEREAS, Paxton Park drives economic growth through tourism efforts, bringing visitors to Paducah for events hosted at the golf course each year; and

WHEREAS, Paxton Park serves as a partner in the community by providing the facility to both school district High School Golf teams and players each year at no charge. Paxton Park also gives away junior golf to deserving junior players and hosts many nonprofit fundraisers during the course of the season; and

WHEREAS, the City of Paducah desires to contract with Paxton Park for the services to be described herein under the terms and conditions set forth in this Contract for Services.

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

SECTION 1: TERM

The term of this contract for services shall be from the effective date of the contract until June 30, 2025.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT

Upon receipt of an invoice from Paxton Park, the City shall pay Paxton Park a one-time payment of \$100,000.00 for operations. Payment shall be paid within thirty (30) days of receipt of invoice. Checks from the City will be made payable to "Paxton Park Golf Board". In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES

Paxton Park will continue to provide Paducah and McCracken County with a quality public golf facility, as well as support local youth golf activities and community-enhancing activities at the facility.

SECTION 5: ACCOUNTING

Paxton Park shall conduct all accounting, payroll, and financial management in accordance with all City of Paducah municipal orders and ordinances, federal law and state law.

Paxton Park shall provide copies of monthly financial reports, a copy of the complete financial report for the calendar year of 2024 following review, and approval of the report(s) by the Paxton Park Board of Directors no later than January 31, 2025, and should be submitted via email to the Parks and Recreation Director at aclark@paducahky.gov, Finance Director at jperkins@paducahky.gov, and City Manager at djordan@paducahky.gov.

Paxton Park shall furnish a report that lists all of the tournaments and special event activities sponsored and conducted during the 2024 calendar year.

Paxton Park Golf Board (dba Paxton Park Municipal Golf Course), shall submit an annual financial statement audit within two (2) weeks of its completion to the City's Finance Director.

SECTION 6: ENTIRE AGREEMENT

This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS

Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Paxton Park are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

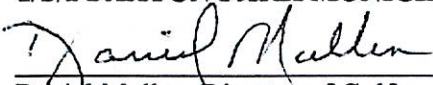
Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

George Bray, Mayor

Date

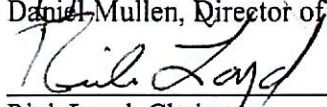
PAXTON PARK GOLF BOARD d/b/a PAXTON PARK MUNICIPAL GOLF COURSE



Daniel Mullen, Director of Golf and Operations

7/9/24

Date



Rick Loyd, Chairman

7/9/24

Date

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Approve an Amendment to Ordinance 2019-11-8600 to Add an IVR Service for optional Credit Card and ACH Payments - **S. MILLAY & E. SHAW**

Category: Ordinance

Staff Work By: Stephanie Millay,
Emma Shaw

Presentation By: Stephanie
Millay , Emma Shaw

Background Information: The City of Paducah implemented Tyler Payments in April 2024 for credit card and ACH payments which gave Finance the option to offer IVR services. This is a feature where citizens can call an 888 number and pay their bill over the phone with card/check. Services will be offered in English and Spanish and accommodate real estate and tangible property tax bills. Tyler Payments reserves the right to change fees with a 30-day notice so we are requesting fee approval to not exceed \$1.50 limit per transaction. IVR fees are in addition to the e-check and card processing fees. Current fees for use of this service are \$0.50 per transaction. This action amends Ordinance No. 2019-11-8600 to add the IVR service fee in an amount not to exceed \$1.50 per transaction.

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

If yes, please list the Commission Priority: Operations Efficiencies – By implementing this payment feature citizens have the capability to pay their bill over the phone which frees up Revenue staff by decreasing data entry time.

Revenue Equity - This work time can be reallocated towards compliance, audit, and enforcement of occupational licenses.

Communications Plan: IVR phone numbers and payment instructions will be printed on the 2024 bills. In addition, we will ask Pam to include this feature in her tax bill media release.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Credit Card Fee Implementation - IVR Fees 2024
2. 2019-11-8600

ORDINANCE NO. 2024-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2019-11-8600 ENTITLED, “AN ORDINANCE OF THE CITY OF PADUCAH AUTHORIZING THE CITY MANAGER AND FINANCING DIRECTOR TO IMPLEMENT SERVICE FEES FOR THE ACCEPTANCE OF CREDIT CARD, DEBIT CARD, AND E-CHECK PAYMENTS BY THE CITY OF PADUCAH” TO ADD AN OPTIONAL INTERACTIVE VOICE RESPONSE (IVR) SERVICE WITH ASSOCIATED FEES

WHEREAS, the City of Paducah has a duty to collect payments from members of the public for various services and fees; and

WHEREAS, in order to provide a convenience to members of the public, the City of Paducah accepts payments by credit card, debit card, and e-check; and

WHEREAS, it is appropriate to establish and implement policies for the acceptance of these payment methods by the City; and

WHEREAS, the City of Paducah now wishes to offer an IVR Service to allow citizens to call an 888 number and pay their bill over the phone with card/check; and

WHEREAS, in order to implement the Interactive Voice Response (IVR) Service, the City must authorize the establishment of IVR fees.

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

Section 1: Service Fees. The City of Paducah hereby authorizes the City Manager and the City Finance Director to establish and implement a credit card and debit card service fee not to exceed four percent (4%) and an e-check processing fee of \$1.50 to cover the City’s costs of accepting such payment forms.

Section 2: IVR Service Fees. The City of Paducah hereby authorizes the City Manager and the City Finance Director to establish and implement an Interactive Voice Response (IVR) fee not to exceed \$1.50 to cover the City’s Costs of accepting such payment forms.

Section 3 [2]. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4 [3]. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of

its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 5 [4]. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

Section 6 [~~5~~]. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, July 9, 2024

Adopted by the Board of Commissioners, _____

Recorded by City Clerk, _____

Published by *The Paducah Sun*, _____

Ord/Credit Card Fee Implementation – IVR Fees 2024

ORDINANCE NO. 2019-11-8600

AN ORDINANCE OF THE CITY OF PADUCAH AUTHORIZING THE CITY MANAGER AND FINANCING DIRECTOR TO IMPLEMENT SERVICE FEES FOR THE ACCEPTANCE OF CREDIT CARD, DEBIT CARD, AND E-CHECK PAYMENTS BY THE CITY OF PADUCAH.

WHEREAS, the City of Paducah has a duty to collect payments from members of the public for various services and fees; and

WHEREAS, in order to provide a convenience to members of the public, the City of Paducah accepts payments by credit card, debit card, and e-check; and

WHEREAS, it is appropriate to establish and implement policies for the acceptance of these payment methods by the City;

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

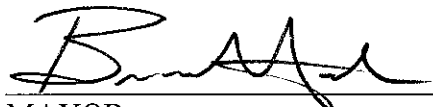
Section 1: Service Fees. The City of Paducah hereby authorizes the City Manager and the City Finance Director to establish and implement a credit card and debit card service fee not to exceed four percent (4%) and an e-check processing fee of \$1.50 to cover the City's costs of accepting such payment forms.

Section 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

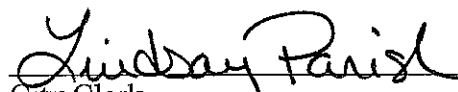
Section 3. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

Section 5. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.


MAYOR

ATTEST:


City Clerk

Introduced by the Board of Commissioners, November 12, 2019
Adopted by the Board of Commissioners, November 26, 2019
Recorded by City Clerk, November 26, 2019
Published by *The Paducah Sun*, December 4, 2019
Ord/Credit Card Fee Implementation
Ordinance prepared by Denton Law Firm

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Authorize a Natural Gas Franchise Agreement between the City of Paducah and Atmos Energy
- **L. PARISH**

Category: Ordinance

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

Background Information: The Constitution of the Commonwealth of Kentucky, Sections 163 and 164, and Chapter 96 of KRS authorize cities to require public utilities, including providers of natural gas, to operate under franchise agreements and to grant them the right to use public right-of-way upon certain terms. On February 27, 2024, the City Commission passed ordinance 2024-02-8804 authorizing a natural gas franchise to be created in the City of Paducah. On March 22, 2024, the City of Paducah ran an advertisement the local newspaper requesting proposals for a non-exclusive natural gas franchise. On May 21, 2024, the City opened one proposal from Atmos Energy. After review, City staff is recommending approval of the natural gas franchise. This action approves a 20-year non-exclusive natural gas franchise with Atmos Energy in accordance with the City's Natural Gas Franchise Ordinance. The franchise is granted in consideration of a sum equal to two percent (2%) of the franchisee's revenues.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Atmos Energy Franchise Ordinance & Agreement
2. Bid Documents - Atmos Energy

CITY OF PADUCAH
ORDINANCE NO. 2024-____ - _____

**AN ORDINANCE AUTHORIZING THE CITY OF PADUCAH
TO ENTER INTO A FRANCHISE AGREEMENT WITH ATMOS ENERGY
CORPORATION, GRANTING TWENTY (20) YEAR, NON-EXCLUSIVE FRANCHISE
FOR A NATURAL GAS SYSTEM WITHIN THE CITY LIMITS OF PADUCAH**

WHEREAS, by Ordinance No. 2024-02-8804, the City of Paducah created a twenty (20) year, non-exclusive franchise for a natural gas system within the city limits of Paducah; and

WHEREAS the City of Paducah offered at bid a non-exclusive natural gas franchise pursuant to Ordinance No. 2024-02-8804; and

WHEREAS, Atmos Energy Corporation (“Atmos”) has submitted a bid for a natural gas franchise, in accordance with the terms and conditions reflected in Ordinance No. 2024-02-8804; and

WHEREAS, the City of Paducah has reviewed Atmos’s bid, and wishes to grant a non-exclusive natural gas franchise to Atmos by entering into a franchise agreement with Atmos;

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

SECTION 1. Bid Acceptance. That the City of Paducah hereby accepts the bid of Atmos for a non-exclusive natural gas franchise within the City of Paducah, said bid being in substantial compliance with bid specifications, and as contained in the bid of Atmos of April 12, 2024.

SECTION 2. Franchise Award. That a twenty (20) year, non-exclusive natural gas franchise created by Ordinance No.2024-02-8804 be awarded to Atmos.

SECTION 3. Authorized Signatures. The Mayor is hereby authorized, by and on behalf of the City, to execute the Franchise Agreement between the City of Paducah, Kentucky, and Atmos, in substantially the form attached hereto and made part hereof (Exhibit A), and all other documents related to same.

SECTION 4. Incorporation by Reference. That the statements set forth in the Preamble to this Ordinance are hereby incorporated in this Ordinance by reference, the same as if set forth at length herein.

SECTION 5. Severability. That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 6. Open Meetings. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 7. Effective Date. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George P. Bray, Mayor

ATTEST:

Lindsay Parish City Clerk

Introduced by the Board of Commissioners, _____, 2024

Adopted by the Board of Commissioners, _____, 2024

Recorded by Lindsay Parish, City Clerk, _____, 2024

Published by The Paducah Sun, _____, 2024

Ord\Natural Gas Franchise – Atmos Energy

Ordinance prepared by Linda Ain

FRANCHISE AGREEMENT

THIS **FRANCHISE AGREEMENT** is made and executed this ____ day of _____ 2024 by and between the City of Paducah, Kentucky (sometimes referred to herein as the “City” or “Grantor”) and Atmos Energy Corporation (referred to herein as “Grantee”).

Article I

DEFINITIONS:

As used in this Agreement, the following words and phrases shall have the following meanings:

- (A) “*Commission*” refers to and is the Kentucky Public Service Commission, the state utility regulatory Commission having jurisdiction over the rates, services and operations of Grantee within the State of Kentucky or other administrative or regulatory authority succeeding to the regulatory powers of the Commission.
- (B) “*Board of Commissioners*” means the Board of Commissioners of the City of Paducah.
- (C) “*City*” refers to and is the City of Paducah, McCracken County, Kentucky, and includes such territory as currently is or may in the future be included within the boundaries of the City of Paducah.
- (D) “*Force Majeure*” shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.
- (E) “*Franchise*” shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.
- (F) “*Grantee*” shall mean Atmos Energy.
- (G) “*Grantor*” shall mean the City of Paducah, Kentucky.
- (H) “*Public Right-of-Way*” shall mean the surface, the airspace above the surface and

area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor's geographical limits or boundaries established by applicable law.

(I) "*Revenues*" refer to and are those amounts of money which the Grantee receives from its customers within the Grantor's geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Commission and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn ons, meter sets, nonsufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.

(J) "*System*" shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

Article II

GRANT OF FRANCHISE:

(A) There is hereby created and granted unto Grantee a non-exclusive Franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Agreement. The Franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Commission, if any such approval is required.

(B) The Franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar Franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a Franchise for a System within the geographical boundaries or limits of Grantor similar to the one herein granted to Grantee, it is agreed that the terms of any such Franchise agreement shall be no more favorable to such new additional grantee than those terms contained herein. Additionally, it is agreed that any such new/additional grantee shall have no right to use any portion of the System without Grantee's written consent.

Article III

TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE:

(A) The term of this Franchise shall be for a term of twenty (20) years.

(B) The Franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

(C) The terms and conditions of the previous perpetual Franchise agreement are superseded by the terms and conditions hereof.

(D) On the expiration of this Franchise, in the event the same is not renewed, or on the termination of any renewal of said Franchise, or on termination of said Franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the City become the property of the City, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the City and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the System. If the City does not exercise the option hereunder, then Grantee may exercise its rights under Article X (B).

Article IV

GRANTEE'S RIGHTS IN AND TO PUBLIC RIGHT-OF-WAY:

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a System through, along, across and under the Public Right-of-Way within the geographical boundaries or limits of the Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Agreement.

Article V

OPERATION OF SYSTEM; EXCAVATION OF PUBLIC RIGHT-OF-WAY:

(A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.

(B) Grantee shall have the right to disturb, break, and excavate in the Public Right-of-Way as may be reasonable and necessary to provide the service authorized hereby.

(C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage.

(D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

(E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

Article VI

DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:

(A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the System from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the System facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such System facilities and shall not affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) System facilities that are located on private property at the time relocation is requested or demanded; (ii) System facilities that are relocated

in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) System facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

(B) Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

Article VII

COMPENSATION FOR USE OF PUBLIC RIGHT-OF-WAY AND CONSIDERATION FOR FRANCHISE:

(A) In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the Franchise, a sum equal to two percent (2%) of its Revenues. The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each calendar quarter after the effective date hereof, and the Grantee shall furnish to the Grantor quarterly a statement of Grantee's Revenues.

(B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a Franchise fee, in an amount that is sufficient to recover the portion of the Franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.

(C) The Franchise fee provided herein, together with any charges of the Grantor for water, sewage and garbage services provided by the Grantor to Grantee, and any applicable

occupational license fees or sales, ad valorem or other taxes payable to the Grantor by the Grantee under applicable law, shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property. The Franchise fee herein contemplated shall be uniformly and equally applied to all natural gas utilities, of like services or any other natural gas service that compete with the Grantee, such that Grantee will be excused from collecting and paying Franchise fees and/or taxes if Grantee's competitors are not also required to do so.

(D) The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of Franchise fee being paid to the City.

Article VIII

SERVICE TO NEW AREAS

If during the term of this Franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the Franchise fee provisions hereof effective on the first day of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any Franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

Article IX
BREACH OF FRANCHISE; REMEDIES:

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the Franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's City Clerk, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

(B) Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's City Clerk, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.

(C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

Article X

ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS

(A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

(B) Subject to the City's option under Article III (D), Grantee may remove all or any part of its System upon the expiration or termination of the Franchise and rights granted hereby.

(C) Grantee may transfer or assign the Franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.

(D) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this ordinance, which shall remain in full force and effect.

(E) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

(F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control. When this ordinance becomes effective, all previous ordinances of Grantor granting Franchises for gas delivery purposes that were held by Grantee shall be automatically canceled and annulled, and shall be of no further force and effect.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the day and date first above written.

CITY OF PADUCAH, KENTUCKY

BY: _____
George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

City's Mailing Address and Phone Number:

300 South 5th Street
P.O. Box 2267
Paducah, Kentucky 42002-2267
270-444-8800

ATMOS ENERGY CORPORATION

BY: _____
Jay Kevin Dobbs, President, Kentucky Division

Atmos Energy's Mailing Address and Phone Number:

3275 Highland Pointe Drive
Owensboro, KY 42303
(270) 685-8024

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2024

Short Title: Approve the closing of 78,335 Square Feet Between 2600 & 2621 Husbands Road and 2730 Husbands Road and 2585 John Puryear Dr and 185,805 Square Feet Between 2600 & 2630 John Puryear Drive and the City of Paducah's Floodwall Levee - **M. TOWNSEND**

Category: Ordinance

Staff Work
By: Melanie
Townsend
Presentation
By: Melanie
Townsend

Background Information: The following property owners have submitted a request to close: 78,335 Square Feet Between 2600 & 2621 Husbands Road and 2730 Husbands Road and 2585 John Puryear Dr and 185,805 Square Feet Between 2600 & 2630 John Puryear Drive and the City of Paducah's Floodwall Levee.

Sheila Lutz
David & Donna Henson
Michael & Sonia Gonzalez Langevin
Dewey & Georgia Gough
Stanley & Cindy McDonald
Bill Wurtman

This property is located solely within McCracken County and no longer serves as access to the City of Paducah's Floodwall Levee.

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 adopt an ordinance authorizing the closure of 78,335 Square Feet Between 2600 & 2621 Husbands Road and 2730 Husbands Road and 2585 John Puryear Dr and 185,805 Square Feet Between 2600 & 2630 John Puryear Drive and the City of Paducah's Floodwall Levee and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. ORD - Husbands Road and John Puryear Drive - Floodwall Levee
2. FW ROW_Husbands Rd_John Puryear_final plat
3. FW ROW_Husbands Rd_John Puryear_application

ORDINANCE NO. 2024-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF 78,335 SQUARE FEET BETWEEN 2600 & 2621 HUSBANDS ROAD, 2730 HUSBANDS ROAD AND 2585 JOHN PURYEAR DRIVE AND 185,805 SQUARE FEET BETWEEN 2600 AND 2630 JOHN PURYEAR DRIVE AND THE CITY OF PADUCAH'S FLOODWALL LEVEE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closure of 78,335 Square Feet between 2600 & 2621 Husbands Road, 2730 Husbands Road and 2585 John Puryear Drive and 185,805 Square Feet between 2600 and 2630 John Puryear Drive as follows:

LEGAL DESCRIPTION OF TRACT 1 (0.88 ACRES)

Lying between Husbands Road and John Puryear Drive and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap in the Easterly right-of-way line of Husbands Road (25 feet from the centerline thereof) at the Southwesterly corner of the City of Paducah, Kentucky property per Deed Book 200, page 194, said point being square to a point in the centerline of said Husbands Road that is 973.84 feet as measured Southwestwardly along said centerline from its intersection with the centerline of Spann Lane; THENCE FROM SAID POINT OF BEGINNING N 16°11'15" E with the Easterly right-of-way line of said Husbands Road 60.07 feet to a ½" rebar with cap 3861 set at a new property corner; thence S 71°20'43" E on a new division line 650.89 feet to a ½" rebar with cap 3861 set at a new property corner in the Westerly right-of-way line of John Puryear Drive; thence Southwestwardly with the Westerly right-of-way line of said John Puryear Drive for the following 2 calls: S 46°52'17" W 23.18 feet to a ½" rebar with cap 3861 set; and S 33°44' 39" W 41.00 feet to a ½" rebar with cap 3861 set at its intersection with the aforesaid Southerly line of the City of Paducah, Kentucky per Deed Book 200, page 194; thence N 71°20'43" W with the Southerly line of said City of Paducah, Kentucky property 626.67 feet to the Point of Beginning and containing 0.88 Acres.

LEGAL DESCRIPTION OF TRACT 2 (0.39 ACRES)

Lying on the Easterly side of Husbands Road and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks

office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set in the Easterly right-of-way line of Husbands Road (25 feet from the centerline thereof) at the Northwestwardly corner of the City of Paducah, Kentucky property per Deed Book 200, page 194, said point being square to a point in the centerline of said Husbands Road that is 853.7 feet as measured Southwestwardly along said centerline from its intersection with the centerline of Spann Lane; THENCE FROM SAID POINT OF BEGINNING S 71°20'43" E with the Northerly line of said City of Paducah, Kentucky property and the Southerly line of the Stanley and Cindy McDonald property per Deed Book 976, page 569 a distance of 285.61 feet to a ½" rebar with cap 3861 set at the Southeasterly corner of said McDonald property ; thence on a new division line S 18°39'17" W 60.02 feet to a ½" rebar with cap 3861 set at a new property corner; thence N 71°20'43" W on a new division line 283.02 feet to a ½" rebar with cap 3861 set at a new property corner in the Easterly right-of-way line of aforesaid Husbands Road ; thence N 16°11'15" E with the Easterly right-of-way line of said Husbands Road 60.07 feet to the Point of Beginning containing 0.39 Acres.

LEGAL DESCRIPTION OF TRACT 3 (0.07 ACRES)

Lying between Husbands Road and John Puryear Drive and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 1955 in the Northerly line of the City of Paducah, Kentucky property per Deed Book 200, page 194 at its intersection with the Southeasterly corner of the Dewey and Georgia Gough property per Deed Book 726, page 166 and Plat Section "J", page 1059, said point being N 71°20'43" W as measured along the Northerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 a distance of 346.11 feet from its intersection with the Westerly right-of-way line of John Puryear Drive; THENCE FROM SAID POINT OF BEGINNING S 18°39'17" W on a new division line 60.02 feet to a ½" rebar with cap set at a new property corner; thence N 71°20'43" W on a new division line 53.96 feet to a ½" rebar with cap 3861 set a a new property corner; thence N 18°39'17" E on a new division line 60.02 feet to a ½" rebar with cap 3861 set in the Northerly line of aforesaid City of Paducah, Kentucky property per Deed Book 200, page 194 at a corner in the Southerly line of aforesaid Gough property per Deed Book 726, page 166 and Plat Section "J", page 1059; thence S 71°20'43" E with the Northerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and the Southerly line of said Gough property per Deed Book 726, page 166 and Plat Section "J", page 1059 a distance of 53.96 feet to the Point of beginning and containing 0.07 Acres.

LEGAL DESCRIPTION OF TRACT 4 (0.45 ACRES)

Lying on the Westerly side John Puryear Drive (Kentucky Highway 1954) and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set in the Westerly right-of-way line of John Puryear Drive at its intersection with the Northerly line of the City of Paducah, Kentucky property per Deed Book 200, page 194, said point also being at the Southeasterly corner of Tract 1 per Plat Section "K", page 1756; THENCE FROM SAID POINT OF BEGINNING S 46°52'17" W with the Westerly right-of-way line of said John Puryear Drive 68.11 feet to a ½" rebar with cap 3861 set at a new property corner; thence N 71°20'43" W on a new division line 313.91 feet to a ½" rebar with cap 3861 set at a new property corner; thence N 18°39'17" E on a new division line 60.02 feet to an existing ½" rebar with cap 1955 at a point in the Northerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and a corner in the Southerly line of the Amy and Kent Nealis property per Deed Book 1469, page 5 and Tract 1 per Plat Section "K", page 1756; thence S 71°20'43" E with the Northerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and the Southerly line of said Nealis property per Deed Book 1469, page 5 and Tract 1 per Plat Section "K", Page 1756 a distance of 346.11 feet to the point of beginning and containing 0.45 Acres.

LEGAL DESCRIPTION OF TRACT 5 (2.11 ACRES)

Lying on the Easterly side John Puryear Drive (Kentucky Highway 1954) and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 1955 in the Easterly right-of-way line of John Puryear Drive at its intersection with the Northerly line of the City of Paducah, Kentucky property per Deed Book 200, page 194 and also being at the Southwesterly corner of the Shelia Lutz property per Deed Book 939, page 263 and Tract II per Plat Section "K", page 1756; THENCE FROM SAID POINT OF BEGINNING S 71°20'43" E with the Northerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and the Southerly line of said Lutz property per Deed Book 939, page 263 and Tract II per Plat Section "K", page 1736 a distance of 1518.07 feet to a ½" rebar with cap 3861 set at the Northeasterly corner of said City of Paducah, Kentucky property and the Southeasterly corner of said Lutz property and also being in the Westerly line of the Paducah-McCracken Joint Sewer Agency property per Deed Book 987, page 587 and Plat Section "L", page 858; thence S 16°46'00" W with the Easterly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and Westerly line of said Paducah-McCracken Joint Sewer Agency property per Deed Book 987, page 587 and Tract 7 to Plat Section "L" page

858 a distance of 60.05 feet to a ½” rebar with cap 3861 set at a new property corner; thence N 71°20’43” W on a new division line 1,546.99 feet to a ½” rebar with cap 3861 set at a new corner in the Easterly right-of-way line of aforesaid John Puryear Drive; thence Northeastwardly with the Easterly right-of-way line of said John Puryear Drive for the following 2 calls: N 46°33’09” E 9.88 feet to a ½” rebar with cap 3861 set; and N 42°10’00” E 55.93 feet to the Point of Beginning and containing 2.11 Acres.

LEGAL DESCRIPTION OF TRACT 6 (2.15 ACRES)

Lying on the Easterly side of John Puryear Drive (Kentucky Highway 1954) and being part of the City of Paducah, Kentucky property recorded in Deed Book 200, page 194, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½” rebar with cap 3861 set in the Easterly right-of-way line of John Puryear Drive at its intersection with the Southerly line of the City of Paducah, Kentucky property per Deed Book 200, page 194, said point also being at the Northwestern corner of the David and Donna Henson and Shelia Lutz property per Deed Book 939, page 629; THENCE FROM SAID POINT OF BEGINNING Northeastly with the Easterly right-of-way line of said John Puryear Drive for the following 2 calls N 60°48’13” E 5.53 feet to a ½” rebar with cap 3861 set; and N 46°33’09” E 63.26 feet to a ½” rebar with cap 3861 set at a new property corner; thence S 71°20’43” E on a new division line 1,546.99 feet to a ½” rebar with cap 3861 set at a new property corner in the Easterly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and the Westerly line of the Paducah-McCracken Joint Sewer Agency per Deed Book 987, page 587 and Tract 7 to Plat Section “L”, page 858; thence S 16°46’00” W with the Easterly line of said City of Paducah, Kentucky property and Westerly line of said Paducah-McCracken Joint Sewer Agency property 60.04 feet to an existing ½” rebar with cap 3449 at the Southeastly corner of said City of Paducah, Kentucky property and Northeastly corner of aforesaid David and Donna Henson and Shelia Lutz property per Deed Book 939, page 629; thence N 71°20’43” W with the Southerly line of said City of Paducah, Kentucky property per Deed Book 200, page 194 and Northerly line of said Henson and Lutz property per Deed Book 939, page 629 a distance of 1,582.28 feet to the Point of Beginning and containing 2.15 Acres.

SECTION 2. The City of Paducah is the sole property owner, and requests for closure of 78,335 Square Feet Between 2600 & 2621 Husbands Road, 2730 Husbands Road And 2585 John Puryear Drive And 185,805 Square Feet Between 2600 And 2630 John Puryear Drive. This property is located solely within McCracken County and no longer serves as access to the City of Paducah’s Floodwall Levee. Sheila Lutz, David and Donna Henson, Michael and Sonia Gonzalez Langevin, Dewey and Georgia Gough, Stanley and Cindy McDonald and Bill

Wurtman, have submitted a request for this closure. Public Right-of-Way Closure Application is attached hereto and made part hereof as Exhibit "A".

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute the closure plat and all necessary documents to complete the transfer of property to the property owner in or abutting the public way to be closed to acquire title to that portion of the public way contiguous to the property now owned by said property owner up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized in Section 1 above.

SECTION 6. 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, July 9, 2024
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The *Paducah Sun*, _____
ord\eng\st close\Husbands Road and John Puryear Drive - Floodwall Levee

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. 2024-_____-_____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS TO THE BEST OF MY KNOWLEDGE AND BELIEF TO BE TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE McCracken COUNTY, KENTUCKY, PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON, ALL IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE AS PROMULGATED BY THE KENTUCKY REVISED STATUTE AND THE KENTUCKY ADMINISTRATIVE REGULATIONS.

DATE: June 25th, 2024

PROFESSIONAL LAND SURVEYOR: Stch

INTENT

- 1) THE INTENT OF THIS PLAT IS TO CLOSE THIS CITY OF PADUCAH 120 FOOT RIGHT-OF-WAY AND TO CREATE INDIVIDUAL TRACTS 1, 2, 3, 4, 5, AND 6 AS SHOWN TO THE ADJACENT PROPERTY OWNERS AND ALSO CREATE THE PUBLIC EASEMENT AS SHOWN.

SURVEYOR'S CERTIFICATE

THIS REAL TIME KINEMATIC (RTK) SURVEY WAS PERFORMED USING A BASE AND ROVER ON SITE USING SPECTRA PRECISION SP 85 DUAL FREQUENCY RECEIVERS CAPABLE OF TRACKING GPS, GLOWASS, SBAS, GALILEO, BAIYOU SATELLITE CONSTELLATIONS, UTILIZING THE KENTUCKY VRS NETWORK SYSTEM. A REDUNDANCE OF MEASUREMENTS WERE TAKEN TO INSURE CORRECT POSITIONS OF ALL DATA POINTS. THE RELATIVE POSITIONAL ACCURACY FOR THIS SURVEY WAS 0.05' +100PPM AT 95% CONFIDENCE WHICH MEETS THE ACCURACY OF STANDARDS FOR A RURAL SURVEY, AS ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY, STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS PER 201 KAR 18:150 (WHICH IS +/- 0.05 +100PPM). BEARINGS AND DISTANCES HAVE BEEN ADJUSTED FOR CLOSURE BY METHOD OF LEAST SQUARES.

DATE OF SURVEY COMPLETION: DECEMBER 6, 2022

DATE: June 25th, 2024

PROFESSIONAL LAND SURVEYOR: Stch

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY

SS

COUNTY OF McCRACKEN

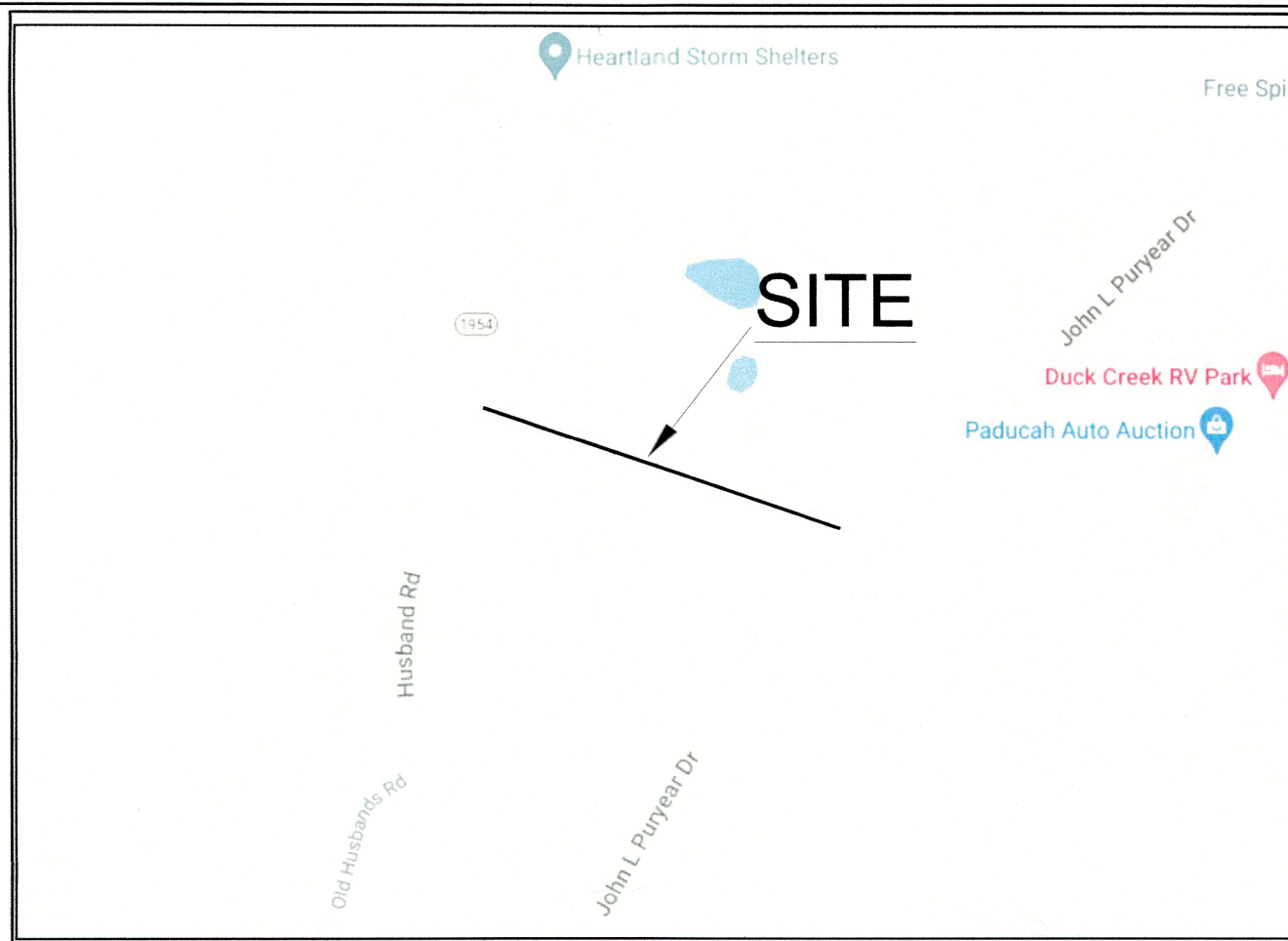
I, Ray A. Mullen, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY Sheila Lutz, David Nelson, Michael Langan, Sonia Cortale, Devery George Gough, Stanley & Cindy McDonald, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 20

MY COMMISSION EXPIRES ON THE 20

NOTARY PUBLIC
RAY A. MULLEN
NOTARY PUBLIC
STATE OF KENTUCKY
COMMISSION # K100000000
EXPIRATION DATE FEBRUARY 2024

LOCATION MAP NOT TO SCALE



GENERAL NOTES

FLOOD NOTE:

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA WITH REDUCED FLOOD RISK DUE TO LEVEE) AS SHOWN ON FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY - PANEL NUMBER 2114SC0165F, DATED NOVEMBER 2, 2011.

SOURCE OF TITLE:

McCRACKEN COUNTY KENTUCKY COURT CLERKS OFFICE
DEED BOOK 200, PAGE 194

OWNERS:

CITY OF PADUCAH
P.O. BOX 2267
PADUCAH, KENTUCKY 42002

CLIENT:

JERRY NELSON
3329 BUCKNER LANE
PADUCAH, KENTUCKY 42001

SANITARY SEWER & PUBLIC WATER NOTE:

SUBJECT PROPERTY IS SERVED WITH SANITARY SEWERS BY PADUCAH-McCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY A PADUCAH WATER.

THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

PROPERTY ZONE:

THE PROPERTY SHOWN HEREON IS ZONED "ML", LIGHT INDUSTRY ZONE, BY THE McCRACKEN COUNTY ZONING ORDINANCE.

MINIMUM YARD REQUIREMENTS ARE AS FOLLOWS:

FRONT YARD: 50 FEET
SIDE YARD: 10 FEET
REAR YARD: 25 FEET

THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY, HOWEVER THIS SURVEY IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

GRAPHIC SCALE



LEGEND

- STEEL ROD, 1/2"x24" WITH PLASTIC CAP STAMPED "5861" SET AT TIME OF SURVEY.
- PROPERTY CORNER FOUND
- CONCRETE MONUMENT FOUND
- EXISTING ROAD CENTERLINE
- SUBJECT PROPERTY LINE
- PUBLIC UTILITY EASEMENT
- NO CORNER SET
- R PROPERTY LINE
- CL CENTERLINE
- R.O.W RIGHT-OF-WAY

CERTIFICATE OF RECORDING

"STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE IN MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE 20

BY DC

CLERK

RECORDED IN PLAT SECTION PAGE

NOTARY CERTIFICATE

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

THE FOREGOING INSTRUMENT WAS SWORN TO AN ACKNOWLEDGED BEFORE ME THIS DAY OF , 2023 BY

MY COMMISSION EXPIRES:

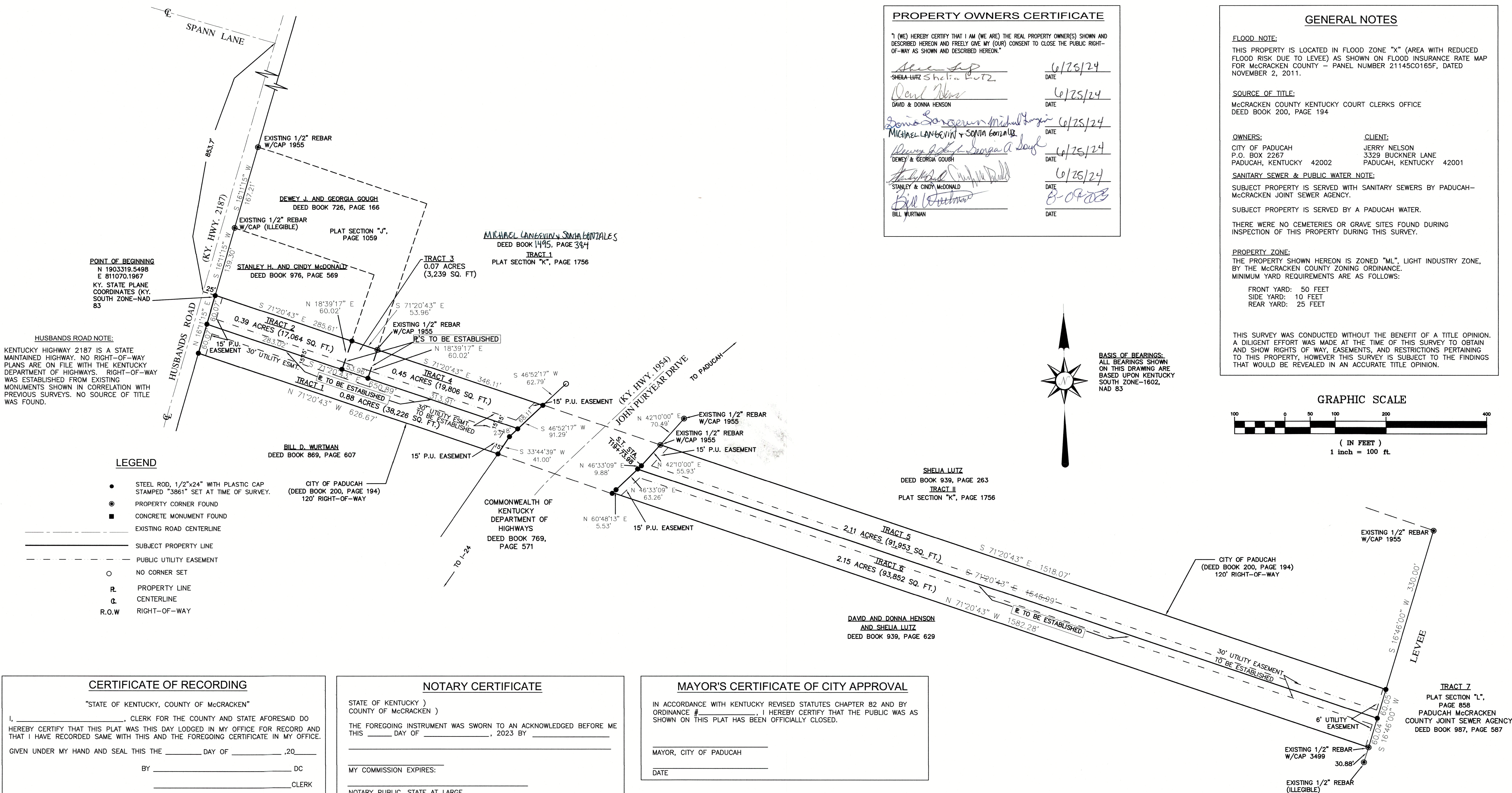
NOTARY PUBLIC, STATE AT LARGE

MAYOR'S CERTIFICATE OF CITY APPROVAL

IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 82 AND BY ORDINANCE # , I HEREBY CERTIFY THAT THE PUBLIC WAS AS SHOWN ON THIS PLAT HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH

DATE



RIGHT-OF-WAY CLOSURE

THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150

PROPERTY OF:

CITY OF PADUCAH

LOCATED AT: JOHN PURYEAR DRIVE AND HUSBANDS ROAD

McCRACKEN COUNTY, KENTUCKY

PROJECT NO.:	22196
DATE:	12/15/2022
DRAWN BY:	DG
CHECKED BY:	SCC
REV.	DESCRIPTION
6/22/2023	

SHEET

1

OF 1

siteworx
SURVEY & DESIGN, LLC
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
www.siteworxdesign.com

ALL RIGHTS RESERVED - SURVEYING SURVEY & DESIGN, LLC. THESE PLANS MAY NOT BE REPRODUCED OR COPIED WITHOUT THE EXPRESS WRITTEN CONSENT OF SURVEY & DESIGN, LLC.



**CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION**

Date: July 31, 2023

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: 2650 John Puryear Drive

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:

Shelia Lutz
Signature of Property Owner

Shelia Lutz

Property Owner's Name Printed

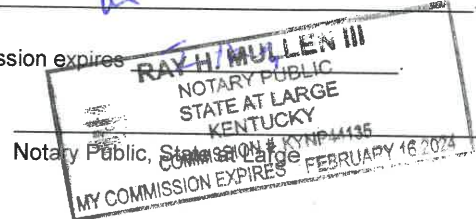
2600 & 2630 John L. Puryear Drive

Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 28 day of June, 2023
by _____

My Commission expires _____



SEAL

David & Donna Henson
Signature of Property Owner

David & Donna Henson

Property Owner's Name Printed

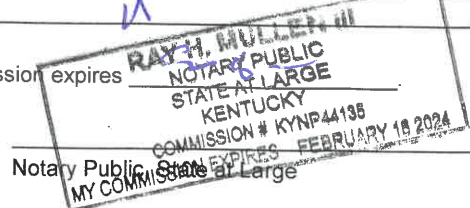
2630 John L. Puryear Drive

Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 28 day of June, 2023
by _____

My Commission expires _____



SEAL

Sonia Sangerien Michael Langevin
Signature of Property Owner

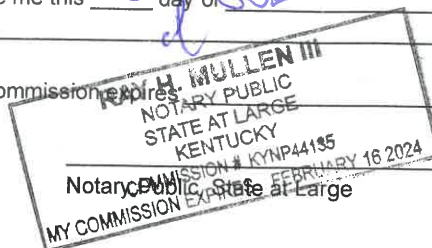
Michael & Sonia Gonzalez Langevin
Property Owner's Name Printed

2585 John L. Puryear Drive
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 28 day of Jun, 2022
by _____

My Commission expires _____



SEAL

Dewey & Georgia Gough
Signature of Property Owner

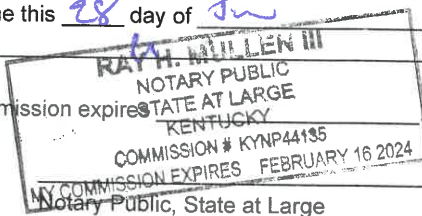
Dewey & Georgia Gough
Property Owner's Name Printed

2570 Husband Road
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 28 day of Jun, 2022
by _____

My Commission expires _____



SEAL

Stanley & Cindy McDonald
Signature of Property Owner

Stanley & Cindy McDonald
Property Owner's Name Printed

2600 Husband Road
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 28 day of Jun, 2022
by _____

My Commission expires _____



SEAL

Bill Wurtman
Signature of Property Owner

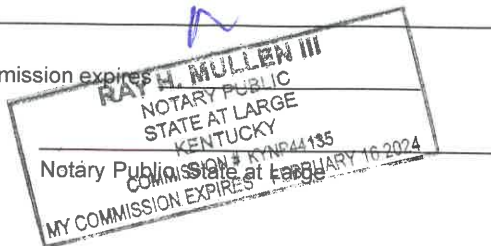
Bill Wurtman
Property Owner's Name Printed

2630 Husband Road
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 28 day of Feb, 2022
by _____

My Commission expires _____



SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this _____ day of _____, 20____,
by _____

My Commission expires _____

Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this _____ day of _____, 20____,
by _____

My Commission expires _____

Notary Public, State at Large

SEAL