



**CITY COMMISSION MEETING
AGENDA FOR AUGUST 13, 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

NEW EMPLOYEE INTRODUCTIONS Emelyn Herndon, Recreation Supervisor & Elizabeth Kimball, Recreation Specialist - **A. CLARK**

PROCLAMATION Paducah Coffee Shop Appreciation Day. Levi McDuffee

PRESENTATION Paducah Open Finance Budget Portal - Jon Perkins & Emma Shaw

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 the July 23, 2024, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Appointment of Gregory Cannon to the Brooks Stadium Commission.
	D.	Personnel Actions
	E.	Declaration and Sale of Surplus Property 621 and 623 McKinley Street - C. GAULT
	F.	Authorize City Manager to release a request for proposals for design and construction administrative services for the Coleman Park Spray Ground - A. CLARK
	G.	Authorize the City Manager to release a Request for Proposals for repairs to the Transient Boat Dock - A. CLARK

		H.	Employment Agreement to rehire retired Police Officer Matthew Wentworth - S. WILCOX
		I.	911 tower lease agreement with American Towers LLC - B. LAIRD
		J.	Approve Contract For Services with Greater Paducah Economic Development Council for FY2025 in the amount of \$250,000 - D. JORDAN
		K.	Approve Contract For Services with Paducah Transit Authority for FY2025 in the amount of \$215,000 - D. JORDAN
		L.	Approve Contract For Services with Barkley Regional Airport Authority for FY2025 in the amount of \$120,000 - D. JORDAN
		M.	Approving the Termination of a \$365,000.00 Subdivision Performance and Warranty Surety Bond with Walker Properties of Western Kentucky, LLC for Trails End Subdivision - G. GUEBERT
		N.	Approve the Acceptance of a \$365,000.00 Subdivision Performance and Warranty Surety Bond with Trails End Development, LLC. for Trails End Subdivision. G. GUEBERT
		O.	Purchase of Nine (9) Police Pursuit Rated SUV's for use by the Paducah Police Department - C. YARBER
		P.	Purchase of Rollout Containers, Lids, & Replacement Parts from Toter, Inc. in an amount not to exceed \$300,000 - C. YARBER
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A. Approve the purchase of Christmas decor from Holiday Outdoor Decor through Buy Board, National Purchasing Cooperative in the amount of \$48,554.00 . - C. YARBER	
		B.	Authorize the Acceptance of a Mellon Foundation Grant in the Amount of \$1.34 Million on behalf of the Uppertown Heritage Foundation - H. REASONS
	III.	<u>ORDINANCE INTRODUCTION</u>	
		A.	Medical Cannabis Zoning Text Amendment - J. SOMMER
	IV.	<u>DISCUSSION</u>	
		A.	BUILD Grant
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager

		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

July 23, 2024

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, July 23, 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 Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Guess led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

MAYOR COMMENTS

Communications Manager Pam Spencer offered the following summary:

Mayor's Opening Comments – Popular Annual Financial Report

Mayor George Bray encouraged everyone to read the City's Popular Annual Financial Report (PAFR) as part of the City's commitment to fiscal responsibility and transparency. This is the first year for the city to create this 12-page report that summarizes financial data in a user-friendly format to increase awareness and knowledge of Paducah's operations. Recently, the Government Finance Officers Association (GFOA) awarded the Outstanding Achievement in Popular Annual Reporting Award to the City of Paducah for the PAFR. Stop by Paducah City Hall at 300 South 5th Street to pick up a copy of the PAFR, or read the document in the following link:

<https://paducahky.gov/popular-annual-financial-report>.

CONSENT AGENDA

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

I(A)	Approve Minutes for the July 9, 2024, Board of Commissioners Meeting
I(B)	Receive and File Documents: <i>Minute File:</i> - Executive Order signed by Mayor Bray July 18, 2024 – Paducah-McCracken County Emergency Operations Plan <i>Deed File:</i> - Sale of Surplus Property – City of Paducah to Black Owl Home Builders, LLC – 815 South Fifth Street – MO #2878 - Quitclaim Deed – City of Paducah to Jean Darnell Ross – Woodlands Reserve LLC – ORD 2024-05-8810 <i>Contract File:</i> - Audit Proposal – Kemper CPA Group – MO #2894 - Contract Modification #1 – BUILD Grant Contract for Professional Services with HDR, Inc., for \$40,000 – MO #2911

July 23, 2024

	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
I(C)	Personnel Actions
I(D)	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 (MO #2924; BK 13)
I(E)	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 (MO #2925; BK 13)
I(F)	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 (MO #2926; BK 13)
I(G)	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 (MO #2927; BK 13)
I(H)	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 (MO #2928; BK 13)
I(I)	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 (MO #2929; BK 13)

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I(J)	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(MO #2930; BK 13)
I(K)	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 (MO #2931; BK 13)
I(L)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FLOCK SAFETY IN THE AMOUNT OF \$64,250 FOR THE PURCHASE OF FIFTEEN (15) LICENSE PLATE READERS (LPR) SYSTEMS TO BE USED BY THE PADUCAH POLICE DEPARTMENT (REMOVED FOR SEPARATE DISCUSSION)
I(M)	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. (MO #2933; BK 13)
I(N)	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 (MO #2934; BK 13)

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

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

MUNICIPAL ORDERS

CONTRACT WITH FLOCK SAFETY FOR LICENSE PLATE READERS

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FLOCK SAFETY IN THE AMOUNT OF \$64,250 FOR THE PURCHASE OF FIFTEEN (15) LICENSE PLATE READERS (LPR) SYSTEMS TO BE USED BY THE PADUCAH POLICE DEPARTMENT.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (MO #2932, BK 13)

CONTRACT FOR SERVICES WITH PAXTON PARK GOLF COMMISSION

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AND

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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”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (MO #2935, BK 13)

ORDINANCE ADOPTIONS

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

Commissioner Wilson 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (ORD 2024-07-8818; BK 37)

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

Commissioner Guess offered Motion, seconded by Commissioner Henderson, 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson, and Mayor Bray (4). Nay - Commissioner Smith (1) (ORD 2024-07-8819; BK 37)

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

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Commissioner Henderson offered Motion, seconded by Commissioner Guess 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2024-07-8820; BK 37)**

COMMENTS

- Assistant City Manager Michelle Smolen discussed a brochure that was put together by Public Works Director Chris Yarber and Communications Manager Pam Spencer. This brochure outlines all Public Works Department’s services, including trash collection and curbside recycling. These brochures were mailed to all City residents.
- Mayor Bray relayed that there will be a small group going to Nashville in August to visit the recycling center. Commissioner Smith made a comment about the small percentage of plastics that are actually recycled.

ADJOURN

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

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

TIME ADJOURNED: 5:26 p.m.

ADOPTED: August 13, 2024

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

August 13, 2023

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Permanent Easement – 2338 South 25th Street for South 24th Street Improvement Project – MO #2891

Contract File:

1. BUILD Grant Project – \$3.5 million – MO #2908
2. Fleet Maintenance Contract Agreement with Livingston EMS – MO #2929
3. Contract with Flock Safety – License Plate Readers - \$64,250 – MO #2932
4. Concession Agreement with Oscar Cross Boys & Girls Club – MO #2933
5. Contract For Services with Paxon Park Golf Board - \$100,000 – MO #2935

Financials:

1. Paducah Water Works – Month ended June 30, 2024.

Bids and Proposals File:

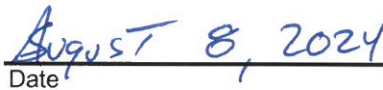
1. Atmos Energy Natural Gas Franchise – ORD 2024-07-8819

CITY OF PADUCAH
August 13, 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
August 13, 2024**

NEW HIRES - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Blackwell, Allison F.	Defelction Specialist	\$25.00/hr	NCS	Ex	August 22, 2024
<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Ali, Clayton J.	Solid Waste Truck Driver	\$21.72/hr	NCS	Non-Ex	August 22, 2024
Willett, Thomas D.	Solid Waste Truck Driver	\$24.13/hr	NCS	Non-Ex	August 8, 2024

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

<u>FIRE - SUPPRESSION</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>
Lucas, Dalton S.	Firefighter / Relief Driver \$18.85/hr	Fire Lieutenant \$20.77/hr	NCS	Non-Ex	August 22, 2024
King, Cary A.	Fire Lieutenant \$20.77/hr	Fire Captain \$22.84/hr	NCS	Non-Ex	August 22, 2024
Powless, Robert C.	Fire Captain \$25.21/hr	Assistant Fire Chief \$31.69/hr	NCS	Non-Ex	August 22, 2024
McKinney, Shalea D.	Fire Lieutenant \$20.77/hr	Fire Captain \$22.84/hr	NCS	Non-Ex	August 22, 2024
Stenberg, James W.	Firefighter / Relief Driver \$18.40/hr	Fire Lieutenant \$20.77/hr	NCS	Non-Ex	August 22, 2024
Tuck, Aaron M.	Firefighter / Relief Driver \$18.40/hr	Fire Lieutenant \$20.77/hr	NCS	Non-Ex	August 22, 2024
<u>HUMAN RESOURCES</u>					
Huskey, McKenzie	Senior HR Generalist \$30.14/hr	Senior HR Generalist \$31.04/hr	NCS	Ex	August 8, 2024

PARKS & RECREATION

Willoughby, John D.	Parks Maintenance Supervisor \$26.30/hr	Parks Maintenance Supervisor \$26.56/hr	NCS	Ex	June 13, 2024
<u>POLICE</u>					
Thompson, Steven L.	Operations Captain \$44.89/hr	Operations Captain \$46.24/hr	NCS	Ex	August 22, 2024
Watson, Travis L.	Operations Captain \$44.89/hr	Support Services Captain \$46.24/hr	NCS	Ex	August 22, 2024

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (PART-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>
Green, Noah	Head Lifeguard \$12.50/hr	Facility Coordinator \$12.00/hr	NCS	Non-Ex	August 8, 2024
Irwin, Jennifer S.	Recreation Leader - Class Instructor \$17.00/hr	Recreation Leader - Class Instructor \$20.00/hr	NCS	Non-Ex	August 8, 2024
Mayolo, Bonnie	Recreation Leader - Class Instructor \$17.00/hr	Recreation Leader - Class Instructor \$20.00/hr	NCS	Non-Ex	August 8, 2024
Renaud, Mary S.	Recreation Leader - Class Instructor \$17.00/hr	Recreation Leader - Class Instructor \$20.00/hr	NCS	Non-Ex	August 8, 2024
Rumfelt, Stephanie B.	Recreation Leader - Class Instructor \$17.00/hr	Recreation Leader - Class Instructor \$20.00/hr	NCS	Non-Ex	August 8, 2024

TERMINATIONS - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Fooshee, Amanda J.	Senior Evidence Technician	Resignation	August 16, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Declaration and Sale of Surplus Property 621 and 623 McKinley Street - **C. GAULT**

Category: Municipal Order

Staff Work
By: Nancy
Upchurch
Presentation
By:

Background Information: Mr. Moxey proposes acquiring the two lots with the intent of adding a modular home. He requested two lots since each lot is only 30 feet wide and the home he proposes is 27 feet wide. In addition to the home, he proposes to add a brick foundation, privacy fence, landscaping and a small storage building in the backyard. The proposed investment is \$159,409. Mr. Moxey submitted a pre-approval letter of credit to fund the proposed investment.

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

If yes, please list the Commission Priority: Housing

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To meet the commission's priority of housing, the Planning Department generally would not recommend the combining lots, thus reducing the number of available building sites. Upon reviewing the proposal of Mr. Moxey staff determined that the proposed development would not fit on a single lot and allow for an adequate side yard. In this case, it is recommended that the Commission determine that the property is surplus, that the proposed development will not fit on one lot, thus justifying the request for both lots and accept the request of the Mr. Moxey to purchase the lots for a total of \$2, subject to the standard clause applied in the Fountain Avenue Revitalization Area stating that the property would revert to the City if the owner fails to comply with the submitted proposal and substantially complete the project within one year.

Attachments:

1. MO - prop sale– 621 and 623 McKinley Street
2. SOA2024-0011-12 621 & 623 McKinley Bid
3. SOA2024-0011 Staff Report 621-623 McKinley

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 621 AND 623 MCKINLEY STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF BRADLEY MOXEY IN THE TOTAL AMOUNT OF TWO DOLLARS (\$2) 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 621 and 623 McKinley Street, Paducah, Kentucky, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on two separate occasions, the last being May, 2022, 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, Bradley Moxey submitted a request to purchase the property for a total amount of \$2 to put a modular home on the lots. The lots are each 30 feet in width; therefore, both lots are needed as the home he proposes is 27 feet wide. In addition to the home, he proposes to add a brick foundation, privacy fence, landscaping and a small storage building in the backyard, for a total proposed investment of \$159,409; and

WHEREAS, the City desires to accept the proposal for sale to Bradley Moxey, in the total amount of Two Dollars (\$2).

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

SECTION 1. The Board of Commissioners hereby declares the property located at 621 and 623 McKinley 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 Bradley Moxey in the amount of Two Dollars (2) for the purchase of real property located at 621 and 623 McKinley 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:

Claudia S. Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, August 13, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, August 13, 2024

\mo\prop sale- 621 and 623 McKinley Street



City of Paducah
Sealed Bid Form
Property Available for Investment



Date: 4-24-24

I/we propose to purchase property located at: 421 + 423 McKinley St.

BID AMOUNT

I/we offer to pay the City of Paducah \$ 0 for the property.

Total value of all proposed improvements to the property: \$ 20,000 + home

REVISED
RECEIVED

JUN 24 2024

PROPOSAL SUBMITTED BY:

Legal Name(s): Bradley Moxley

Planning Department

Address: 1913 Clark Street Paducah KY 40003

Day-time Phone Number: _____

Mobile Number: 170-331-2497

Email: bradmoxley74@gmail.com

INTENDED USE

I/we propose to use the property for: ☒ Residential ☐ Commercial ☐ Both Commercial & Residential

If residential or combination; will the residential unit be your primary residence? ☐ Yes ☐ No

If no above, what do you intend to develop the property for: ☐ Rental ☐ Resale ☐ Other

If other, please explain _____

IMPROVEMENTS

In consideration for the City of Paducah transferring the property, I/we propose to make the following improvements. (Provide a detailed description of the project outlining intended use of the property with a description of rehabilitation, renovation, modifications or new construction):

The use for this property is Residential housing. Both properties will be combined for use. Renovations will be landscaping to front, side and backyard. A tree will be added knocking down the tree in the front yard to open up yard space. Adding a deck to the front and deck patio to the back. The home will be put on a brick foundation. Shed in the backyard, fencing along the property, stone walkway from the street to the house, trees and shrubs, with a ~~separate~~ driveway on the side.

(Attach pages as needed)

This bid form along with all the attachments must be submitted in a sealed envelope with the words "SEALED BID", the address of the property, your name and contact information clearly printed on the outside of the envelope.

Mail or submit in person to: City of Paducah, Department of Planning
Attn: Nancy Upchurch
Post Office Box 2267, 300 South 5th Street
Paducah, KY 42002-2267

If you have additional questions, please contact
Nancy Upchurch by phone 270-444-8690 or at nupchurch@paducahky.gov

All bids will be evaluated by a point system as outlined below. Any bid scoring less than 100 will be considered incomplete. Incomplete bids will be rejected and returned to the bidder. Use the column for "Bidders self-scoring" to evaluate your bid to insure it meets the minimum requirements to be accepted as a complete bid package.

Scoring Criteria For Acceptance of Submittals	Possible Points	Bidders self-score	Points Awarded (for office use only)
Property Developed for Residential Use			
First-time Property Buyer/Home Owner Occupied	40	40	40
Owner Occupied (not first-time owner)	30		
Develop for Resale	20		
Develop as Rental Property	10		
Property Developed for Non-Residential Uses			
Will the development create new jobs	30		
Development will not create new jobs.	20	20	
Timeline to Complete the Project			
Within one year	30	30	30
Between 1 to 2 years	20		
More than 2 years but less than 3 years	10		
Landscape improvements including at least 1 new tree	20	20	20
Cost Estimates			
Detailed 3 rd party estimates/bid	20		20
Bidder estimated costs with no 3 rd party back-up	10	10	
Proof of Financial Ability/Letter from Financial Institution	30	30	30
Drawings of Plans			
Detailed plans including elevations, floor plans, facades	30		
Sketches of plans to be developed	20	20	20
Detailed description with no drawings	10		
If the property contains a structure			
Complete rehab of the structure	20		
Address major issues, minimal rehab	10		
Total Project Score (minimum score 100)			160

The City of Paducah reserves the right to reject any or all proposals submitted.

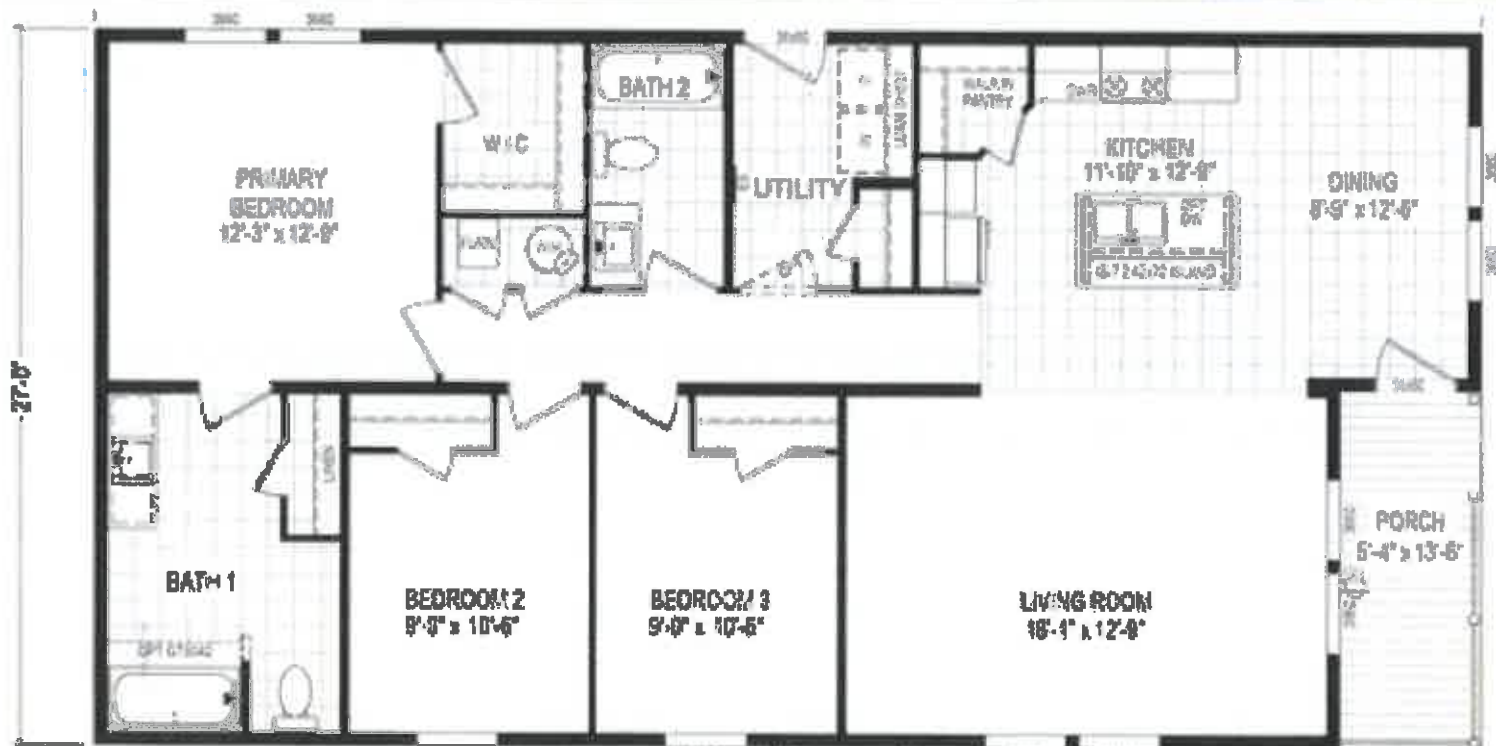


www.claytonwakarusa.com

similar front
landscape

THE PULSE

1332 SQ FT • 28X52 3 Bedrooms • 2 Baths

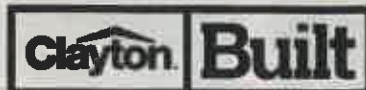


Clayton Homes of Paducah

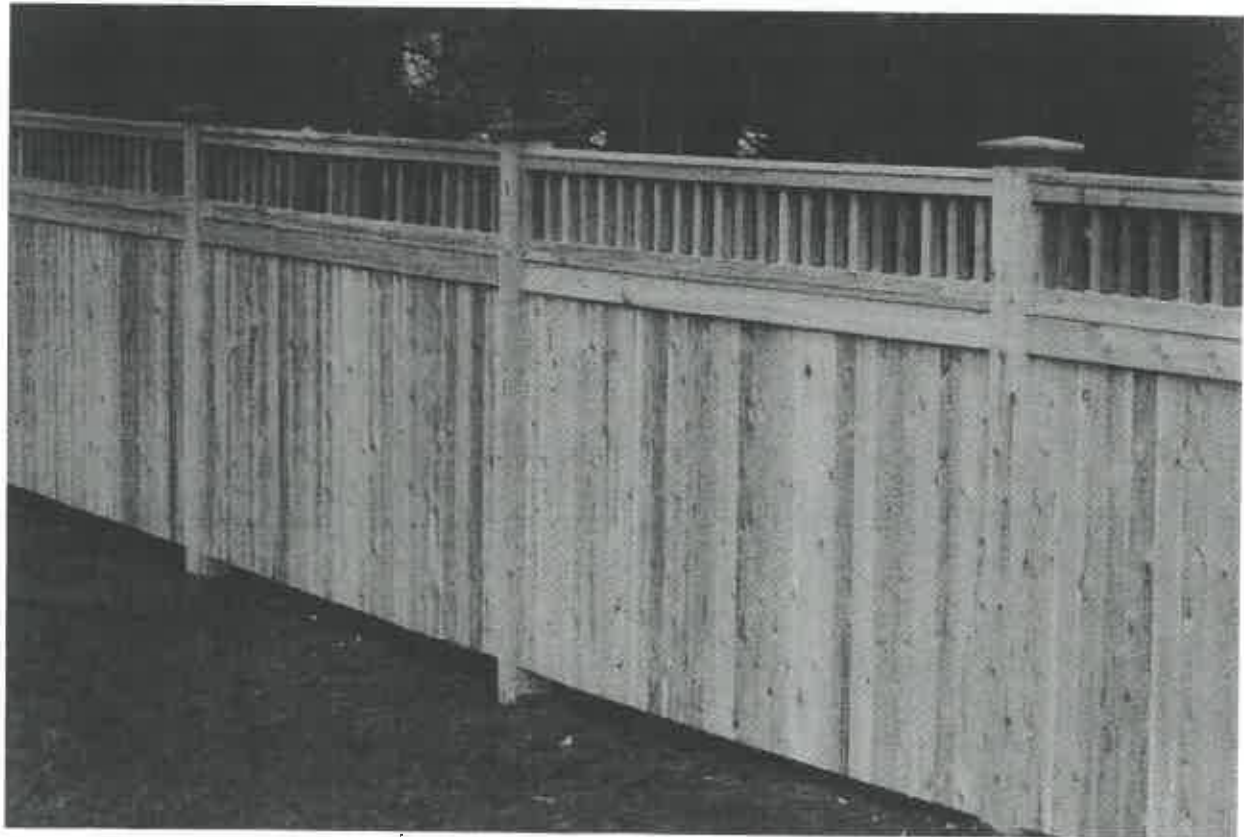
5960 US HWY 60 W Paducah, KY 42001

270-443-6777

claytonhomespaducah.com



brick foundation

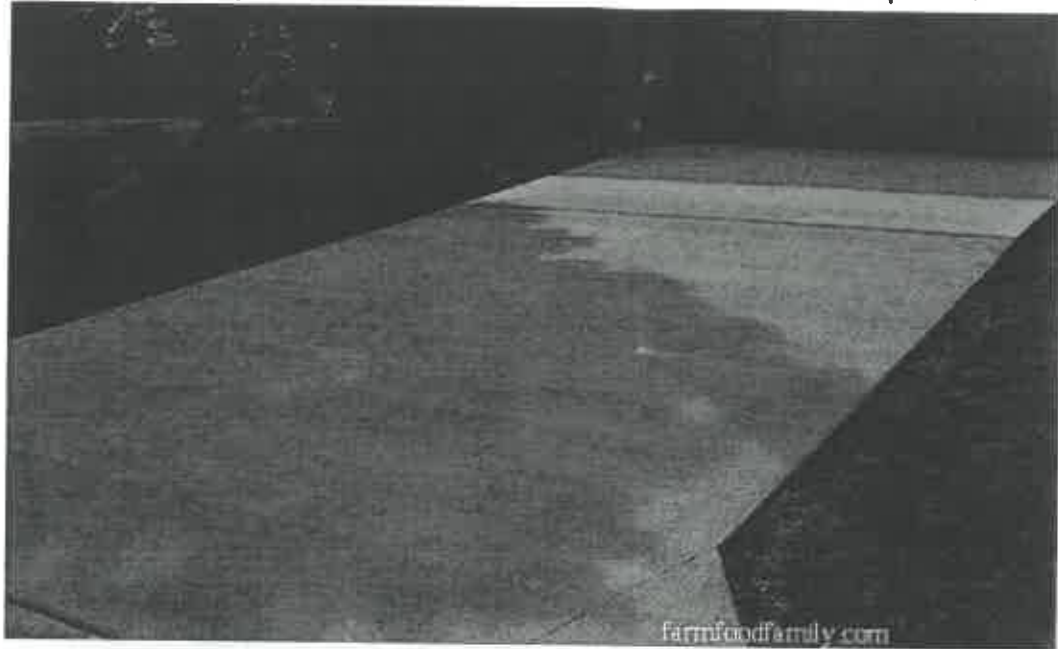


fencing around the yard

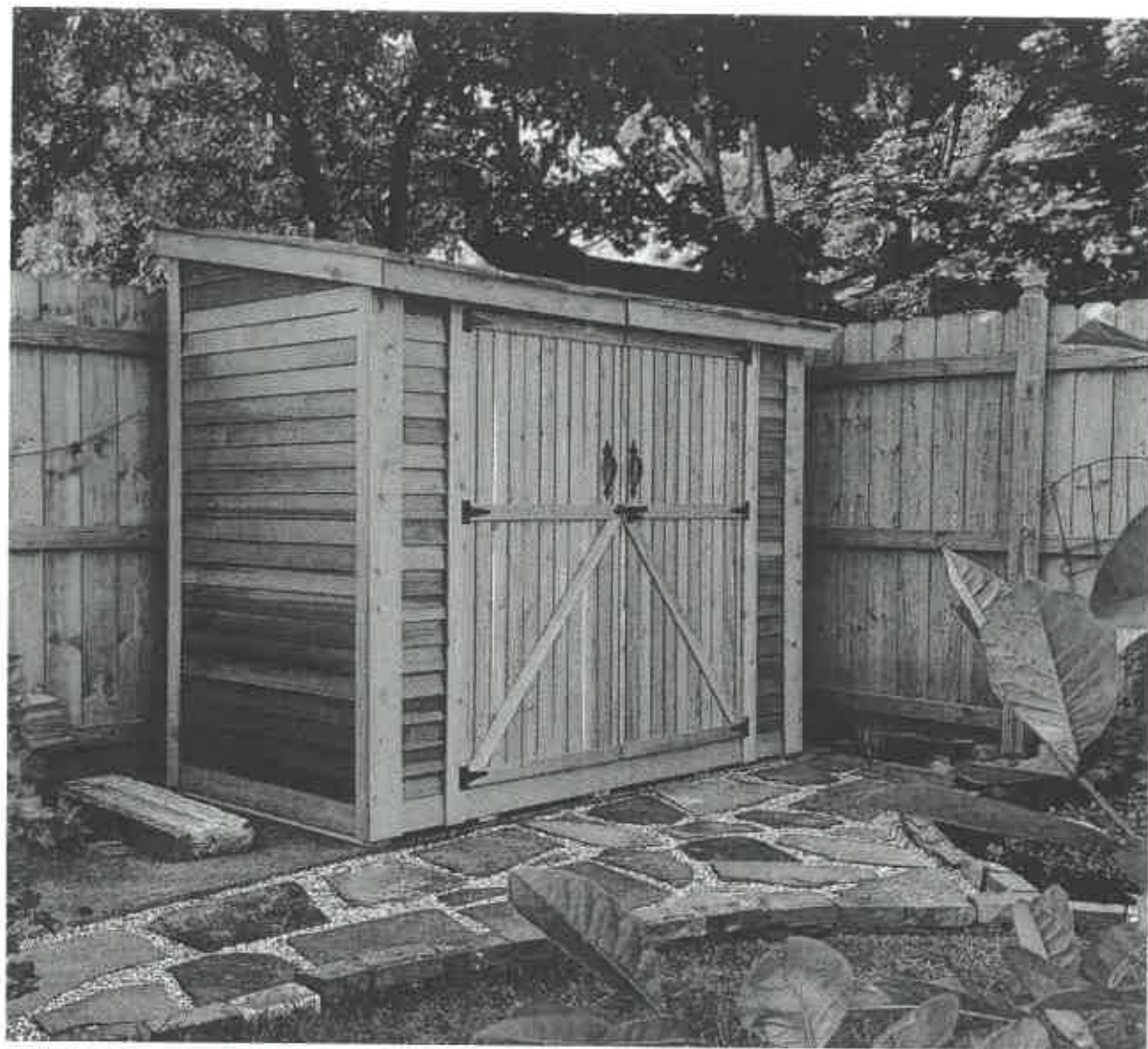
Tree in front yard to the right



Driveway will be on left side of the property



back deck / pool



backyard shed / landscape



STAFF REPORT PADUCAH CITY COMMISSION

APPLICATION INFORMATION

ADDRESS	621 & 623 McKinley
CASE NO.	SOA2024-00011 & 12
OWNER	City of Paducah
APPLICANT	Bradley Moxey
AGENT	---
REQUEST	Sale of Asset
HEARING DATE	Aug. 13, 2024

GENERAL SITE INFORMATION

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

GENERAL INFORMATION

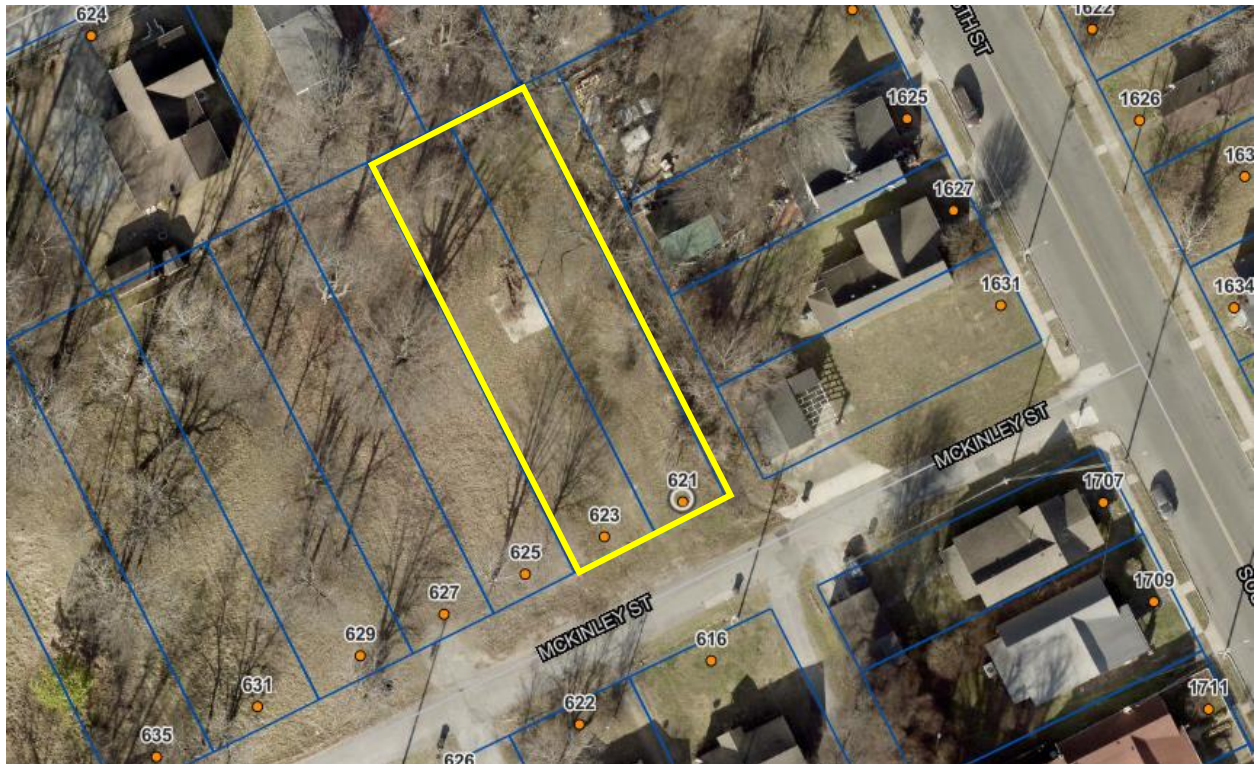
The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

ACQUISITION OF THE PROPERTY

The City of Paducah acquired this property in January 4, 2020. If a structure existed on the lot was demolished prior to 1984. 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 twice in the past, 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: 621 & 623 McKinley St.



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	Bradley Moxey	\$ 1 for each lot for a total of \$2
	Mr. Moxey proposes acquire the lots with the intent of adding a modular home. He requested two lots since each lot is only 30 feet wide and the home he proposes is 27 feet wide. In addition to the home he proposes to add a brick foundation, privacy fence, landscaping and a small storage building in the backyard. The proposed investment is \$159,409. Mr. Moxey submitted a pre-approval letter of credit to fund the proposed investment.	

STAFF RECOMMENDATION

To meet the commission priority of housing, the Planning Department generally would not recommend the combining lots thus reducing the number of available building sites. Upon reviewing the submittal of Mr. Moxey staff determined that the proposed development would not fit on a single lot and allow for an adequate side yard. In this case, is recommended that the Commission determine that the property is surplus, that the proposed development will not fit on one lot, thus justifying the request for both lots and accept the request of the Mr. Moxey to purchase the lots for a total of \$2, subject to the standard clause applied in the Fountain Avenue Revitalization Area stating that the property would revert to the City if the owner fails to comply with the submitted proposal and substantially complete the project within one year.

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Authorize City Manager to release a request for proposals for design and construction administrative services for the Coleman Park Spray Ground - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: In 2005, the City of Paducah Parks and Recreation Department converted a city pool to an above ground spray pad with restroom facility. After years of wear and tear, the facility needs to be updated to improve operations and meet current codes and standards for aquatic facilities.

Authorize the City Manager to issue a Request for Proposals for design and construction administrative services for the Coleman Park Spray Ground facility.

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

If yes, please list the Commission Priority: Southside Initiatives; Facility Improvements

Communications Plan:

Funds Available: Account Name: Coleman Sprayground Rehab

Account Number: PA0134

Staff Recommendation: Approve

Attachments:

1. MO - RFP - Coleman Park Sprayground Renovation 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO
INITIATE A REQUEST FOR PROPOSALS FOR RENOVATION OF THE COLEMAN
PARK SPRAYGROUND

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

SECTION 1. That the City Manager is hereby authorized and directed to
develop, advertise and initiate a Request for Proposals for the purpose of soliciting a
contractor to renovate the Coleman Park Sprayground.

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

George Bray, Mayor

ATTEST:

Claudia Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, August 13, 2024
Recorded by Claudia Meeks, Assistant, City Clerk, August 13, 2024
MO\RFP – Coleman Park Sprayground Renovation

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Authorize the City Manager to release a Request for Proposals for repairs to the Transient Boat Dock - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark

Presentation By: Amie Clark

Background Information: Paducah's Transient Boat Dock has won Quimby's Boater's Choice Award seven (7) years running. While the dock is open for reservations year round, as water levels allow, the busiest season for visitors is July thru November.

Authorize the City Manager to release a request for proposals for repairs, replacements, and updates to the transient boat dock.

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

If yes, please list the Commission Priority: Facility Improvements

Communications Plan:

Funds Available: Account Name: Parks Services - Boat Dock Fund

Account Number: 53002406 533050

Staff Recommendation: Approve

Attachments:

1. MO - RFP – Transient Boat Dock Repairs and Improvements

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR REPAIRS TO THE TRANSIENT BOAT DOCK.

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

SECTION 1. That the City Manager is hereby authorized and directed to develop, advertise and initiate a Request for Proposals for the purpose of soliciting a contractor to make repairs, replacements and updates to the Transient Boat Dock.

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

George Bray, Mayor

ATTEST:

Claudia Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, August 13, 2024
Recorded by Claudia Meeks, Assistant, City Clerk, August 13, 2024
MO\RFP – Transient Boat Dock Repairs and Improvements

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Employment Agreement to rehire retired Police Officer Matthew Wentworth - **S. WILCOX**

Category: Municipal Order

Staff Work By: Brian Laird,
Stefanie Wilcox
Presentation By: Stefanie
Wilcox

Background Information: Employment Agreement to rehire retired Police Officer Matthew Wentworth for a 12-month term. This agreement allows for fifteen vacation days, and five sick days that may be used after six weeks of service. The effective date of his employment is July 11, 2024, and will end on July 10, 2025.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To approve employment agreement with Officer Matthew Wentworth.

Attachments:

1. MO - agree-employment – Matthew Wentworth - PD
2. Wentworth Employment Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND POLICE OFFICER MATTHEW WENTWORTH, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized to execute an Employment Agreement with Police Officer Matthew Wentworth to be employed in the Paducah Police Department.

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

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, August 13, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, August 13, 2024
\\mo\agree-employment – Matthew Wentworth - PD

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into on this the 13th day of August, 2024 by and between the CITY OF PADUCAH, KENTUCKY, a municipal corporation, hereinafter referred to as EMPLOYER, and Matthew Wentworth, a retired police officer, hereinafter referred to as EMPLOYEE.

WITNESSETH:

WHEREAS, EMPLOYER, in its capacity as a municipal corporation maintains a municipal police department; and

WHEREAS, in order to attract highly qualified persons to the field of law enforcement and to retain qualified and experienced officers for the purpose of providing maximum protection and safety to the citizens of and visitors to the City of Paducah and its environs, EMPLOYER intends to utilize the provisions of KRS 95.022 for purposes of hiring police officers who have retired from the Kentucky Employees Retirement System, the County Employees Retirement System, or the State Police Retirement System; and

WHEREAS, EMPLOYER has determined that a need exists for the employment of a retired police officer in the City of Paducah;

WHEREAS, EMPLOYEE is a retired "police officer", as that term is defined in KRS 95.022.

WHEREAS, EMPLOYEE has retired from the County Employees Retirement System, and wishes to enter into a one (1) year contract with EMPLOYER pursuant to KRS 95.022; and

WHEREAS, EMPLOYEE confirms that he/she has at least twenty (20) years of service credit, has been separated from service for the period required by KRS 61.637, i.e., for 50

months, retired with no administrative charges pending, and participated in the Law Enforcement Foundation Program fund under KRS 15.410 to 15.510 or retired as a commissioned officer pursuant to KRS Chapter 16.

NOW THEREFORE IN CONSIDERATION OF the aforesaid premises and the hereinafter stated terms and conditions, the Parties hereby agree as follows:

1. EMPLOYER hereby agrees to employ EMPLOYEE to serve for a one (1) year employment term, which term shall begin on July 11th, 2024 and end on July 10th, 2025.

2. EMPLOYER shall pay the EMPLOYEE a salary of \$ 31.80 per hour during the term of this Agreement.

3. The Parties herein confirm that there is/was no preexisting agreement between the Parties for EMPLOYEE to return to work for EMPLOYER prior to EMPLOYEE'S retirement.

4. EMPLOYEE will be employed in the position of Police Officer. The job description for that position is attached hereto and incorporated herein by reference.

5. EMPLOYEE understands that he is not eligible to receive health insurance coverage from EMPLOYER during his employment and EMPLOYER will not pay any employer contributions or retiree health expense reimbursements to the Kentucky Retirement Systems during his employment.

6. EMPLOYEE will be subject to all policies and procedures of the City of Paducah and the Paducah Police Department, with the exception of all policies relating to leave time.

7. With respect to leave, EMPLOYEE is entitled to 15 days (120 hours) of vacation leave and 5 days (40 hours) of sick leave during the Term of this Agreement. EMPLOYEE is not entitled to use vacation or sick leave during the first six (6) weeks of the Term of this

Agreement. EMPLOYEE cannot carry over, nor is he entitled to receive a pay-out, for unused leave time at the end of the Term of this Agreement.

8. EMPLOYEE is entitled to all paid holidays recognized by the City of Paducah. If EMPLOYEE is scheduled to work a recognized holiday, he will be paid at a rate of double his regular hourly rate up to eight (8) hours.

9. EMPLOYEE shall be subject to the provisions of KRS 15.520 and KRS 95.450 during his employment. However, a decision to not renew this Agreement shall not be considered a disciplinary action or deprivation subject to due process.

10. EMPLOYEE understands and agrees that he will not be a member of the Fraternal Order of Police Bargaining Unit while employed pursuant to the provisions of this Agreement. Pursuant to written Agreement, retained on file at the Paducah Police Department, the FOP Bargaining Unit has specifically agreed that any employee hired pursuant to the provisions of KRS 95.022 will not be a member therein.

11. EMPLOYER and EMPLOYEE agree to file a copy of this Agreement, along with the attached job description with EMPLOYEE'S retirement system.

12. EMPLOYEE certifies that he/she has read the foregoing Employment Agreement and has had an opportunity to confer with counsel of his/her own choosing and after such consultation agrees to the terms hereof.

IN TESTIMONY WHEREOF witness the signatures of the parties this the date and year first above written.

CITY OF PADUCAH, KENTUCKY.

MAYOR



EMPLOYEE

DATE: _____

DATE: 8/6/24

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: 911 tower lease agreement with American Towers LLC - **B. LAIRD**

Category: Municipal Order

Staff Work
By: Anthony
Copeland
Presentation
By: Brian Laird

Background Information: Part of the 911 radio upgrade project includes the addition of more tower locations to meet coverage standards. The American Towers LLC., tower located at 6765 Contest Road, is one of two tower locations identified for the project that require lease agreements. Staff and our consultant, Federal Engineering, have negotiated this lease agreement with ATC. The agreement has also been reviewed by the City Attorney.

The lease agreement is for an initial term of 14 years, with the option to automatically renew for three (3) additional terms of five (5) years each. Rent will be \$3,900/month for the first year with an annual increase of 4%. The cost of this lease has been included in the 911 budget.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Communications Equipment Maintenance

Account Number: 20004001 522060

Staff Recommendation: Approve lease agreement

Attachments:

1. MO - Lease- American Towers LLC - 911
2. City of Paducah @ Paducah II_23002_SLA_060524_OAA790980 - Redraft 072524 Corrected (1)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN AMERICAN TOWERS LLC AND THE CITY OF PADUCAH FOR LEASE OF THE AMERICAN TOWERS TOWER LOCATED AT 6765 CONTEST ROAD

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a Lease Agreement between American Towers LLC, and the City of Paducah, Kentucky. The initial term of the lease shall be fourteen (14) years, with the option to automatically renew for three (3) additional terms of five (5) years each. Beginning on the commencement date, rent will be paid in equal monthly installments of Three Thousand Nine Hundred Dollars (\$3,900) for the first year with an annual increase of 4%.

SECTION 2. The cost of this lease will be included in the 911 budget, Communications Equipment Maintenance, Account Number 20004001 522060.

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, August 13, 2024
Recorded by Lindsay Parish, City Clerk, August 13, 2024
\\mo\Lease- American Towers LLC - 911

LICENSE AGREEMENT

ATC Contract No: _____

This LICENSE AGREEMENT ("**Agreement**") is entered into as of the latter signature date hereof ("**Effective Date**") by and between American Towers LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**Licensor**") and Paducah Police Department, an agency of the City of Paducah, with a place of business at 1400 Broadway, Paducah, KY 42001 ("**Licensee**").

I. TOWER FACILITY INFORMATION:

Site Name: Paducah II

Site Number: 23002

Address and/or location of Tower Facility: 6765 Contest Road, Paducah, Kentucky

Tower Facility Coordinates: Lat. 36° 58' 12.645" N36.97017923 Long. 88° 41' 6.036" W-88.68501001

II. NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): Anthony Copeland (270) 444-8549.
- Licensor's local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to Licensee's address above to the attention of Anthony Copeland.
- Notices to Licensor shall be sent to Licensor's address above to the attention of Contracts Manager.
- Licensor's Remittance Address: American Tower Corporation, 29637 Network Place, Chicago, IL 60673-1296; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies.

Antenna mount height on tower: See Exhibit A for specific location.

All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in Section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM:

Monthly License Fee: Three Thousand Nine Hundred and 00/100 Dollars (\$3,900.00), increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).

Annual Escalator: Four percent (4%).

Application Fee: N/A.

Relocation Application Fee: \$500.00 per Application submitted pursuant to Subsection 10(c), subject to increases at the Annual Escalator, compounded on each anniversary of the Effective Date.

Site Inspection Fee: N/A.

Initial Term: A period of fourteen (14) years beginning on the Commencement Date. The "**Commencement Date**" shall be the earlier of: (i) the date of Licensor's issuance of a NTP or (ii) September 5, 2024.

Renewal Terms: Three (3) additional periods of five (5) years each.

Connection Fee (as described in Subsection 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):

☐ Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of \$_____ per month ("Utility Fee") subject to adjustment pursuant to Subsection 5(b), OR
☒ Licensee, at its sole expense.

V. TERMS & CONDITIONS:

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): ☐ None ☒ As listed below

A. PCN/PCN Retention Fee/Cross-Default. Licensee, an Affiliate of Licensee or any entity or individual acting on behalf Licensee or an Affiliate of Licensee shall only issue Prior Coordination Notices ("PCNs") for the Permitted Frequencies set forth in Exhibit A and shall not issue PCNs for any other frequencies at this Tower Facility or at any other tower facility owned and/or operated by Licensor unless Licensee has submitted an Application for use of the subject frequencies to Licensor for which a partially executed License Agreement shall be signed by Licensee and returned to Licensor within sixty (60) days of the submittal of the Application. Licensee shall withdraw PCNs filed for any frequencies which are not licensed to Licensee by Licensor, no more than ten (10) days from the date of Licensee's withdrawal of an Application or Licensor's election to not process a Licensee-submitted Application. Failure to comply with the terms of this Subsection A shall constitute an event of default pursuant to Section 21 hereof (a "PCN Default") for which the cure period is set forth in Section 21. In the event Licensee fails to cure a PCN Default within the cure period set forth in Section 21, then, in addition to all other obligations of Licensee under this Agreement, Licensee shall pay Licensor Twenty Five Thousand and 00/100 Dollars (\$25,000.00) per month as liquidated damages for each tower facility wherein Licensee maintains an active PCN in breach of this Subsection A ("PCN Retention Fee"). Licensor and Licensee acknowledge that holding PCNs in violation of this Subsection A reduces Licensor's opportunity to license space at Licensor's tower facilities and since the actual amount of such lost revenue is difficult to determine, Licensor and Licensee agree that the PCN Retention Fee is a reasonable estimate of the damages that would accrue if a breach occurred. Licensor and Licensee agree that the PCN Retention Fee is fair and reasonable and would not act as a penalty to the breaching Party. The PCN Retention Fee shall be remitted by Licensee within ten (10) days of Licensor's written notice to Licensee of Licensee's uncured default of this Subsection A and Licensee shall continue to remit payment of the PCN Retention Fee on a monthly basis on or before the first day of each calendar month while such default of this Subsection A remains uncured. In the event that Licensor does not receive the PCN Retention Fee on or before the first day of each month, then Licensor may, at its option, declare a default of this Agreement and all agreements between Licensor and Licensee and the PCN Retention Fee shall continue to be due and payable as set forth herein until the time Licensee withdraws the subject PCNs.

B. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either Party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

C. In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

D. Notwithstanding anything to the contrary contained herein, Licensee shall pay to Licensor a one-time non-refundable fee in the amount of Two Thousand and 00/100 Dollars (\$2,000.00) (the **"Collocation Fee"**) payable concurrent with the submission of the Application (\$1,500.00 of which is attributable to Site Inspection Fee and SSIF Fees, and \$500.00 of which is attributable to Structural Analysis Fee (as defined herein)). Notwithstanding the foregoing, any equipment design modification initiated by Licensee that occurs prior to the initial installation of Licensee's Approved Equipment or any subsequent modification thereto, shall result in an additional structural analysis fee of One Thousand Five Hundred and No/100 Dollars (\$1,500.00), per each design change.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the day and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR:

American Towers LLC, a Delaware limited liability company

LICENSEE:

Paducah Police Department, an agency of the City of Paducah

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. DEFINITIONS.

Capitalized terms defined in the body of this Agreement are indexed by location in Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. GRANT OF LICENSE.

Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon thirty (30) days' prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.

3. EXHIBITS.

Within forty-five (45) days following the Commencement Date, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed in both hard copy and electronic form ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this Section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to one hundred twenty percent (120%) of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved

Equipment must be in strict accordance with the approved Construction Drawings and Exhibits A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.

4. USE.

Subject to the terms of any Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of the Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals from the Tower Facility. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this Section, and, except pursuant to a separate agreement with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) **Monthly License Fee.** The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities.**

(i) All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(ii) **Interruptions in Service.** Licensor shall not be liable in any respect for damages to either person or property nor shall Licensee be relieved from fulfilling any covenant or agreement hereof as a result of any temporary or permanent interruption of electrical service or of any common heating, ventilation and air conditioning system to the extent provided by Licensor. Licensor shall use reasonable diligence to restore any interruption as promptly as practicable to the extent that Licensor can reasonably effect such restoration, but Licensee shall have no claim for damages, consequential or otherwise, on

account of any interruption. Licensor has no obligation or responsibility to provide emergency or "backup" power to Licensee.

(c) **Taxes.**

(i) **Property Taxes.** Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within thirty (30) days of Licensor's request for such reimbursement. Licensor shall pay all property taxes directly assessed against Licensor's property or for which Licensor is obligated to pay under the Ground Lease, provided, however, Licensee shall reimburse Licensee's pro rata share of such taxes. Licensee's pro rata share shall be determined by dividing such taxes evenly among all users Licensor has permitted to utilize any portion of the Tower Facility. Licensee shall reimburse Licensor for such taxes within thirty (30) days of Licensor's request for such reimbursement.

(ii) **Sales; Use and Other Taxes.** Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any Monthly License Fee or other payments received pursuant to this Agreement. Licensee shall be responsible for reimbursing Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the Monthly License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as the Monthly License Fee or other payment due and payable under this Agreement.

(d) **Federal Use Fees & Assessments.** In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("BLM") or the United States Forest Service ("USFS"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee's use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within thirty (30) days of Licensor's request for such reimbursement.

(e) **Restrictions on Reimbursement.** Solely for the purposes of determining Licensee's portion of such taxes, fees, assessments or similar expenses as contemplated in this Section 5 or anywhere else in this Agreement, if any such amounts are determined in whole or in part on the income or profits (aside from gross revenues) of any person or entity, Licensor and Licensee shall agree on a fixed amount (subject to the Annual Escalator, which shall be applied in the same manner as it is applied to the Monthly License Fee), that shall be treated as such tax, fee, assessment or similar expense in lieu of the actual amount, which agreed to amount shall be set forth in an amendment to this Agreement.

(f) **Payment Address.** All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(g) **No Set-Off.** All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

(h) **Effect of Partial Payment.** No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) **Initial Term.** The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term.** The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder. Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing Term.

(c) **Holdover Term.** If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly license fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to one hundred fifty percent (150%) of the Monthly License Fee in effect for the last month of the Term prior to the commencement of such month-to-month term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to six percent (6%) of the Holdover Fee in effect for the month immediately prior to the month in which such escalation takes place, and (ii) the month-to-month extension shall be terminable upon fifteen (15) days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the monthly license fee payable to Licensor in the event of an extension under this Subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. COMMON EXPENSES.

Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. For the purposes of this Section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for Common Expenses within thirty (30) days following receipt of an invoice from Licensor.

8. SITE INSPECTION.

Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring

Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. LABELING.

Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within ten (10) days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of \$1,500 ("**Labeling Fee**") which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.

10. IMPROVEMENTS BY LICENSEE.

(a) **Installation and Approved Vendors.** Prior to the commencement of Licensee's initial installation, and again prior to any installation of any additional equipment, Licensee shall submit to Licensor for review and approval, detailed plans and specifications accurately describing all aspects of the proposed work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment on the Tower. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any party, other than Licensor but including Licensee, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in Subsection 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to Subsection 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within thirty (30) days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licensor's sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement

regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("SSIS") and Licensee shall pay Licensor a fee of \$1,600.00 per study ("SSIS Fee"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to Subsection 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under Section 11 herein.

(c) **Equipment; Relocation, Modification, Removal.** Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within thirty (30) days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within ten (10) days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within thirty (30) days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions.** For purposes of this Section 11, the following capitalized terms shall have the meanings set forth herein:

(i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information.** Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within ten (10) days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should the application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with Subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this Section 11.

(e) **Correction.**

(i) **Licensee.** Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this Section

11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, take such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within thirty (30) days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) **Licensor.** Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant this Section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) **Government Users.** Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this Subsection 11(e) to cure such Interference.

(f) **FCC Requirements Regarding Interference.** Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this Section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this Section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this Section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; Part 90, et seq, governing private land mobile radio services; and Part 96, et seq, governing Citizens Broadband Radio Service. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a

determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and in the manner prescribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in Section 22 shall apply.

(g) **Public Safety Interference.** As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within thirty (30) calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such thirty (30) day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. SITE RULES AND REGULATIONS.

Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. DESTRUCTION; CONDEMNATION.

(a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a

fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for sixty (60) or more consecutive days, then Licensee, upon thirty (30) days' prior written notice to Licensor, may terminate this Agreement.

(b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within thirty (30) days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

(c) **License Fee Abatement.** The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in Subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the Tower Facility during any period of restoration.

14. COMPLIANCE WITH LAWS.

Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. INDEMNIFICATION; INSURANCE.

(a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in Section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims to the extent arising from the gross negligence or intentional misconduct of the Indemnified Party.

(b) **Limits on Indemnification.** Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.

(c) **Survival.** The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.

(d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto. Licensee agrees and acknowledge that its employees shall not climb the Tower for any reason whatsoever, and all work on Licensee's equipment on the Tower will be performed by a contractor or subcontractor with insurance coverage as specified herein.

16. LIMITATION OF PARTIES' LIABILITY.

NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

17. DISCLAIMER OF WARRANTY.

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."

18. NOTICES.

All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers LLC, 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other Party hereto in accordance with this Section 18 (the "**Notice Address**") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a Party may be given by the attorneys for that Party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.

19. ASSIGNMENT; SUBLEASING.

Licensee may not, directly or indirectly, assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of \$500.00 (which fee shall increase annually on each

anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, non-disturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. SUBORDINATION TO GROUND LEASE.

The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "**Ground Lease**"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.

21. DEFAULT.

The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within ten (10) Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within ten (10) Business Days of the date when due; (ii) except for a PCN Default for which the cure period is set forth in clause (iv) below, any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within thirty (30) days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in Section 11; (iv) a PCN Default occurs that Licensee fails to cure within ten (10) days of Licensor's written notice to Licensee, or its designee of the existence of such default; (v) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee

in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (vi) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vii) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (viii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this Agreement, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within ten (10) Business Days of written notice from Licensor to Licensee.

22. REMEDIES.

In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of this Agreement by Licensee, discounted by an annual percentage rate equal to five percent (5%), (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of thirty (30) days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to eighteen percent (18%) per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to twenty-five percent (25%) of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

23. GOVERNMENTAL APPROVALS; PERMITS.

In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

24. REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.

(a) **Replacement of Tower.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the existing Tower. If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The Monthly License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.

(b) **Relocation of Approved Equipment.** In the event another Paying Carrier (as hereinafter defined) desires to occupy the space on the Tower (which includes any necessary vertical separation as determined by Licensor) where Licensee's Approved Equipment is then located (the "**Trigger Condition**"), Licensor reserves the right to require Licensee to decide whether to (i) terminate this Agreement, (ii) relocate Licensee's Approved Equipment located at the Tower Facility, at Licensee's sole cost and expense, to another antenna mount height on the Tower, or (iii) increase the Monthly License Fee to that which would initially be paid by the Paying Carrier ("**Paying Carrier Rate**"), all in accordance with the terms and provisions provided in this Subsection 24(b). Upon the Trigger Condition occurring, Licensor may notify Licensee in writing ("**Relocation Notice**") that the Trigger Condition has occurred and if other spaces or antenna mount heights are available to accommodate Licensee's Approved Equipment on the Tower (without the requirement of any improvements to the Tower by Licensor), indicate which other spaces or antenna mount heights are so available and, also, indicate the Paying Carrier Rate. Within ten (10) Business Days of Licensee's receipt of the Relocation Notice, Licensee will be required to inform Licensor in writing of its election either to (A) increase the Monthly License Fee to the Paying Carrier Rate (which would thereafter be subject to escalation of the Monthly License Fee generally as otherwise provided in this Agreement) and continue to occupy the same space or antenna mount height on the Tower; (B) provided other spaces or antenna mount height are available on the Tower, relocate Licensee's Approved Equipment to one of the other such spaces or antenna mount height as specified in the Relocation Notice; or (C) remove Licensee's Approved Equipment from Tower and terminate this Agreement. If Licensee elects option (A), then such election shall be effective and the Monthly License Fee shall increase effective upon the eleventh Business Day after Licensee's receipt of the Relocation Notice without further act or deed. If Licensee elects option (B), if such option is available, and notifies Licensor that it elects to relocate its Approved Equipment to a particular antenna mount height or space specified in the Relocation Notice, Licensee shall have forty-five (45) days of Licensee's receipt of the Relocation Notice to relocate its Approved Equipment on the Tower to such elected space or antenna mount height at Licensee's sole cost and expense, such relocation to be subject to all of the terms and conditions of this Agreement otherwise imposed. If Licensee elects or is deemed to elect option (C), Licensee will remove its Approved Equipment from the Tower Facility within forty-five (45) days of Licensee's receipt of the Relocation Notice, such removal to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensor fails to receive notice from Licensee within such ten (10) Business Day period as to whether Licensee elects option (A), (B) or (C), then Licensee shall be deemed conclusively to have elected option (C). If Licensee elects option (B) or elects or is deemed to elect option (C), if Licensee fails to relocate or remove the Approved Equipment within such time period as required above, TIME BEING OF THE ESSENCE, then the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and equipment containing Hazardous Materials and waste, which shall be removed by Licensee from the Tower Facility immediately; and Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set. For purposes of this Subsection, a "**Paying Carrier**" is a paying carrier or potential licensee of Licensor which, through a written Application or offer, offers to monetarily compensate Licensor for the right to use the space on the Tower included in the Licensed Space.

(c) **Tower Removal:** If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon ninety (90) days' prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing ninety (90) day notice period, then Licensee or Licensor may elect to terminate this Agreement.

25. EMISSIONS.

If antenna power output ("**RF Emissions**") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within thirty (30) days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. ENVIRONMENTAL.

Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any of the covenants contained in this Section 26. The obligations of Licensee to indemnify Licensor pursuant to this Section 26 shall survive the termination or expiration of this Agreement.

27. SUBROGATION.

(a) **Waiver.** Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations

in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. MISCELLANEOUS.

Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, Sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of this Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

30. CONFIDENTIALITY.

Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The submission of this Agreement for examination and negotiation does not constitute an offer to license, or a reservation of, or option for, any portion of the Tower Facility, and Licensee shall have no right to use or occupy any portion of the Tower Facility or any appurtenant easement area hereunder until the execution and delivery of this Agreement by both Licensor and Licensee.

ATTACHED EXHIBITS:

Exhibit A: List of Approved Equipment and location of the Licensed Space

- Exhibit B: Site Drawings indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)
- Exhibit C: As-Built Drawings or Construction Drawings to be attached within forty-five (45) days after the Commencement Date in accordance with Section 3
- Appendix I: Definitions
- Appendix II: Insurance

Exhibit A

List of Approved Equipment and location of the Licensed Space

Exhibit B

**Site Drawing indicating the location of Ground Space for Licensee's equipment shelter
or space in Licensor's building (as applicable)**

Licensee shall not commence installation until Licensor has approved in writing said drawing and attached it hereto.

Exhibit C

As Built Drawings or Construction Drawings

To be attached hereto within forty-five (45) days after the Commencement Date.

Appendix I

Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee, (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, or (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, “**control**” means the possession of the right through the ownership of fifty percent (50%) or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in Section IV.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in Section IV.

Application Fee: defined in Section IV.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

BLM: defined in Subsection 5(d).

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the state in which the Tower Facility is located.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a Party by an unrelated or unaffiliated person or entity.

Commencement Date: defined in Section IV.

Common Expenses: defined in Section 7.

Connection Fee: defined in Section IV.

Construction Drawings: defined in Section 3.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in Section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Final Rule: defined in Subsection 11(g).

Ground Lease: defined in Section 20.

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on Exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in Subsection 6(c).

Indemnified Party: any person or entity entitled to indemnification under Section 15 hereof.

Indemnifying Party: any person or entity obligated to provide indemnification under Section 15 hereof.

Initial Term: defined in Section IV and referenced in Subsection 6(c).

Interference: defined in Subsection 11(a)(i).

Labeling Fee: defined in Section 9.

Licensed Frequencies: defined in Subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in Subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

Monthly License Fee: defined in Section IV and referenced in Subsection 5(a).

MPE: defined in Section 25.

Notice Address: defined in Section 18.

NTP (Notice to Proceed): Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and

approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in Subsection 10(a) of this Agreement.

Paying Carrier: defined in Subsection 24(b).

Paying Carrier Rate: defined in Subsection 24(b).

Party(ies): Licensor or Licensee.

PCN Default: defined in Subsection VI.A.

PCN Retention Fee: defined in Subsection VI.A.

PCNs: defined in Subsection VI.A.

Permitted Frequencies: defined in Section III.

Priority User: defined in Subsection 11(a)(iv).

Relocation Application Fee: defined in Section IV.

Relocation Notice: defined in Subsection 24(b).

Remittance Address: defined in Section II.

Renewal Term(s): defined in Section IV and referenced in Subsection 6(b).

RF Emissions: defined in Section 25.

Site Inspection Fee: defined in Section IV.

SSIS: defined in Subsection 10(b).

SSIS Fee: defined in Subsection 10(b).

Structural Analysis Fee: defined in Subsection 10(b).

Subsequent User: defined in Subsection 11(a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to Section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Trigger Condition: defined in Section 24(b).

Unlicensed Frequencies: defined in Subsection 11(a)(vi).

Unlicensed User: defined in Subsection 11(a)(vii).

Utility Change Event: defined in Subsection 5(b).

Utility Fee: defined in Section IV.

USFS: defined in Section 5(d).

Work: all work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment on the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

Appendix II

Insurance

A. Licensor shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Four Million Dollars (\$4,000,000.00).

The above insurance shall provide that Licensee will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against Licensee and shall name Licensee as an additional insured, and shall be primary over any insurance coverage in favor of Licensee but only with respect to and to the extent of the insured liabilities assumed by Licensor under this Agreement and shall contain a standard cross-liability endorsement.

B. Licensee shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Four Million Dollars (\$4,000,000.00).

The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against Licensor and shall name Licensor as additional insured, and shall be primary over any insurance coverage in favor of Licensor but only with respect to and to the extent of the insured liabilities assumed by Licensee under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Approve Contract For Services with Greater Paducah Economic Development Council for FY2025 in the amount of \$250,000 - **D. JORDAN**

Category: Motion

Staff Work By: Daron
Jordan, Claudia Meeks
Presentation By: Daron
Jordan

Background Information: The FY2025 Budget was approved on June 11, 2024, by Ordinance No. 2024-06-8815. As part of the Investment Fund Decision Items for FY2025, the Commission approved appropriation of funding for Greater Paducah Economic Development Council (GPEDC) in the amount of \$250,000. The Board of Commissioners is now desirous of entering into a contract with Greater Paducah Economic Development Council for FY2025 services in the amount of \$250,000, payable in four quarterly installments of \$62,500 each.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 580800

Staff Recommendation: Approve 2024-2025 Contract

Attachments:

1. MO - contract-GPEDC FY25
2. GPED City Contract for Services FYE 06.30.25

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR SERVICES WITH THE GREATER PADUCAH
ECONOMIC DEVELOPMENT COUNCIL IN AN AMOUNT OF \$250,000
FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
Greater Paducah Economic Development Council in the amount of \$250,000, to be paid in equal
quarterly allocations of \$62,500, for performance of services as outlined in said Contract. This
contract shall become effective July 1, 2024 and expire June 30, 2025.

SECTION 2. This expenditure will be charged to the Investment Fund, Account
Number 24000401-580800.

SECTION 3. This Municipal Order shall be effective from and after the date of
its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 13, 2024
Recorded by Lindsay Parish, City Clerk, August 13, 2024

\\mo\contract-GPEDC FY25

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2024, by and between the **CITY OF PADUCAH** ("City") and **GPEDC, Inc.**, d/b/a GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC), a Kentucky not-for-profit corporation.

WITNESSETH:

WHEREAS, GPEDC is a non-profit organization charged with the economic development of Paducah and McCracken County.

WHEREAS, the services of GPEDC as described herein are for the direct benefit of the citizens of the City of Paducah, and

WHEREAS, promoting investment and economic development in the Paducah area as well as supporting entrepreneurs and business development in the community serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with GPEDC 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 July 1, 2024 through 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 such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT

- A. In consideration of the operating costs and debt service necessary to carry out the objectives and services of GPEDC for services described herein, the City shall pay GPEDC Two Hundred Fifty Thousand Dollars (\$250,000) to be paid in equal quarterly allocations of Sixty-Two Thousand Five Hundred Dollars \$62,500 each by the end of each quarter. A quarterly invoice will be provided by GPEDC prior to payment.
- B. The first quarterly payment shall be made by November 1, 2024, and subsequent payments shall be made by December 31, 2024, March 31, 2025 and June 30, 2025.
- C. In the event this Contract for Services is terminated, the City shall not be obligated to make any further quarterly allocation payments.

SECTION 4: OBJECTIVES AND SERVICES GPEDC shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Market the greater Paducah area and promote economic development through capital investment, job creation, and business start-up and retention.
- Act as local liaison to the Kentucky Cabinet for Economic Development and other local and regional economic development organizations.
- Provide staff support to the Paducah-McCracken Industrial Development Authority.
- Incur costs and expenses related to data compilation and maintenance required by companies making site decisions. This includes conducting, analyzing, and maintaining ongoing information including: competitive studies, the local labor market area, land availability, market trends, and such other data for the promotion of economic development.
- Monitor compliance with incentive agreements for the City and County and provide periodic written reports of such to the City Manager
- Partner with the City in the creation and implementation of an effective local business retention and expansion program.

SECTION 5: INCENTIVES GPEDC shall provide recommendations for incentives for the City Manager, and staff to review, in accordance and in compliance with City of Paducah Municipal Order No. 1714, "Guidelines for Providing Economic Incentives", as amended.

SECTION 6: ACCOUNTING

- (A) GPEDC shall conduct all accounting, payroll, financial management, and shall make regular reports of GPEDC's expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of GPEDC, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) GPEDC shall supply an annual financial audit to the City within two (2) weeks of its completion.

SECTION 7: 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 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided GPEDC 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

By _____
GEORGE BRAY, Mayor

GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC)

By



Title

BRUCE WILCOX, PRESIDENT / CEO

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Approve Contract For Services with Paducah Transit Authority for FY2025 in the amount of \$215,000 - **D. JORDAN**

Category: Motion

Staff Work By: Daron
Jordan, Claudia Meeks
Presentation By: Daron
Jordan

Background Information: The FY2025 Budget was approved on June 11, 2024, , by Ordinance No. 2024-06-8815. The Budget included payment to Paducah Transit Authority in the amount of \$215,000. The Board of Commissioners is now desirous of entering into a contract with Paducah Transit Authority for FY2025 services in the amount of \$215,000, payable in four quarterly installments of \$53,750.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: General Fund

Account Number: 1000 0106 580080

Staff Recommendation: Approve Contract For Services

Attachments:

1. MO contract-PATS FY2025
2. City of Paducah and PATS Contract FY25

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH AREA TRANSIT SYSTEM IN THE AMOUNT OF \$215,000 FOR PUBLIC TRANSPORTATION SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000.00, to be paid in equal quarterly allocations of \$53,750.00, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2025.

SECTION 2. This expenditure shall be charged to the General Fund, Account No.10000106-580080.

SECTION 3. This Municipal Order shall be effective from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 13, 2024
Recorded by Lindsay Parish, City Clerk, August 13, 2024
\\mo\\contract-PATS FY2025

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2024, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH TRANSIT AUTHORITY**, ("PTA").

WITNESSETH:

WHEREAS, the services of PTA as described herein are for the direct benefit of the citizens of the City of Paducah and McCracken County, and

WHEREAS, providing transportation services to the citizens in the Paducah/McCracken area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with PTA 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, 2024.

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 such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each, with the first being due and payable no later than September 30, 2024.

SECTION 4: OBJECTIVES AND SERVICES PTA shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Provide safe public transportation to all citizens of Paducah/McCracken County.
- Provide handicap accessible transportation.
- Provide trolley services as agreed upon by both parties.
- Provide maintenance for buses and trolleys.
- Provide Trolley for Downtown, Lowertown and Paducah Tours.

It is understood and agreed that PTA shall retain the right to charge trolley riders during times of their choosing (such as Quilt Week, etc.)

SECTION 5: ACCOUNTING

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2024.

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 PTA 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

By _____
GEORGE BRAY, Mayor

PADUCAH AREA TRANSIT SYSTEM

By 
Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Approve Contract For Services with Barkley Regional Airport Authority for FY2025 in the amount of \$120,000 - **D. JORDAN**

Category: Motion

Staff Work By: Daron
Jordan, Claudia Meeks
Presentation By: Daron
Jordan

Background Information: The FY2025 Budget was approved on June 11, 2024, by Ordinance No. 2024-06-8815. The budget included payment to Barkley Regional Airport Authority in the amount of \$120,000. The Board of Commissioners is now desirous of entering into a contract with Barkley Regional Airport Authority for FY2025 services in the amount of \$120,000, payable in four quarterly installments of \$30,000 each.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 580820

Staff Recommendation: Approve Contract For Services and authorize the Mayor to execute all documents related to same.

Attachments:

1. MO contract-barkley regional airport FY2024
2. Barkley Regional Airport - FY 2025 Contract For Services (003)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH BARKLEY REGIONAL AIRPORT IN THE AMOUNT OF
\$120,000 FOR GENERAL AVIATION AND AIR CARRIER SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract
with Barkley Regional Airport in the amount of \$120,000 payable in quarterly
installments of \$30,000, for providing general aviation and air carrier services to the
citizens of McCracken County and surrounding regions. This contract shall expire
June 30, 2025.

SECTION 2. This expenditure shall be charged to the Investment Fund,
Account No. 24000401-580820.

SECTION 3. This Municipal Order shall be effective from and after the
date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 13, 2024
Recorded by Lindsay Parish, City Clerk, August 33, 2024

\\mo\contract-barkley regional airport FY2025

CONTRACT FOR SERVICES

This Contract for Services, is effective this _____ day of _____, 2024, by and between the **CITY OF PADUCAH** and the **BARKLEY REGIONAL AIRPORT AUTHORITY**;

WITNESSETH:

WHEREAS, Barkley Regional Airport is operated by an Airport Board appointed by the Paducah Mayor and McCracken County Judge Executive; and

WHEREAS, Barkley Regional Airport provides essential public transportation services both through its general aviation facilities and the air carrier service that operates there; and

WHEREAS, reliable air service at a quality facility is an essential ingredient for the region's economic development; and

WHEREAS, loss of revenue resulting from the national economy and changes in the air carrier industry and increased expenditures caused by Federal mandates have created a monthly operating deficit for the airport; and

NOW THEREFORE, in consideration of the foregoing premises the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from July 1, 2024, until June 30, 2025.

SECTION 2: TERMINATION the City may terminate this Contract for Services upon a thirty-day notice to Barkley Regional Airport in writing or with no notice upon discovering that the airport's financial situation has changed and the subsidy is no longer required.

SECTION 3: OPERATIONS PAYMENT Upon receipt of a quarterly invoice, the City shall pay the Barkley Regional Airport Authority the total sum of One Hundred Twenty Thousand and No/100 (\$120,000) Dollars in equal quarterly payments of \$30,000 each.

SECTION 4: OBJECTIVES AND SERVICES - During the term of this contract, Barkley Regional Airport will continue to provide general aviation and air carrier services to the citizens of McCracken County and surrounding regions. The Airport Board will continue to work with the City Commission and the McCracken County Fiscal Court to develop new revenue sources so that continued subsidy from the City and County will no longer be necessary.

SECTION 5: ACCOUNTING

(A) Barkley Regional Airport shall continue to conduct all accounting, payroll, and financial management of airport operations.

- (B) Barkley Regional Airport shall provide the City a quarterly report of the airport's financial operations and shall supply the City an annual financial audit within two (2) weeks of its completion.

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.

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 Barkley Regional Airport Authority 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

BARKLEY REGIONAL AIRPORT AUTHORITY

Dennis Roubeau

Title: ___Executive Director_____

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Approving the Termination of a \$365,000.00 Subdivision Performance and Warranty Surety Bond with Walker Properties of Western Kentucky, LLC for Trails End Subdivision - **G. GUEBERT**

Category: Municipal Order

Staff Work
By: Melanie
Townsend
Presentation
By: Greg
Guebert

Background Information: The Paducah Planning Commission recommended by Resolution dated September 7, 2023, the adoption of an ordinance approving the revised final plat of subdivision of property located at 125 Ridgeview Street.

On October 24, 2023, the Paducah City Commission adopted Ordinance 2023-10-8793, approving the final report of the Paducah Planning Commission on the proposed final subdivision of property of Walker Properties of Western Kentucky, LLC., located at 125 Ridgeview Street, accepting the dedication of right of way of Ridgeview Street, Joey Way, and Petter Avenue, accepting public utility easements, authorizing the Mayor to subscribe a Certificate of Approval on the plat, and authorizing the Mayor to execute the Subdivision Performance and Warranty Surety Bond for \$365,000.00.

The City and Walker Properties of Western Kentucky, LLC entered into a Subdivision Performance and Warranty Bond Agreement on August 24, 2024. The City accepted a \$365,000.00 Subdivision Performance and Warranty Surety Bond based on the subdivision's public infrastructure costs.

Since executing the said agreement, Walker Properties of Western Kentucky, LLC has sold the development to Trails End Development, LLC., as evidenced by the deed filed in D.B. 1503, Pg 704. The City proposes terminating the existing Subdivision Performance and Warranty Surety Bond with Walker Properties of Western Kentucky, LLC., and entering into a new one for \$365,000.00 with Trails End Development, LLC.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the termination of the Subdivision Performance and Warranty Bond with Walker Properties of Western Kentucky, LLC., and authorize the Mayor to sign the termination form.

Attachments:

1. MO - Performance and Surety Bond Termination – Trails End Subdivision

2. Trails End_Termination of Surety Bond Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A TERMINATION OF \$365,000
SUBDIVISION PERFORMANCE AND WARRANTY SURETY BOND WITH
WALKER PROPERTIES OF WESTERN KENTUCKY LLC FOR TRAILS END
SUBDIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE SAID
TERMINATION AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Paducah Planning Commission recommended by Resolution dated September 7, 2023, the adoption of an Ordinance approving the revised final plat of subdivision of property located at 125 Ridgeview Street; and

WHEREAS, On October 24, 2023, the Paducah City Commission adopted Ordinance 2023-10-8793, approving the final report of the Paducah Planning Commission on the proposed final subdivision of property of Walker Properties of Western Kentucky, LLC., located at 125 Ridgeview Street, accepting the dedication of right of way of Ridgeview Street, Joey Way, and Petter Avenue, accepting public utility easements, authorizing the Mayor to subscribe a Certificate of Approval on the plat, and authorizing the Mayor to execute the Subdivision Performance and Warranty Surety Bond for \$365,000.00; and

WHEREAS, The City and Walker Properties of Western Kentucky, LLC entered into a Subdivision Performance and Warranty Bond Agreement on August 24, 2024. The City accepted a \$365,000.00 Subdivision Performance and Warranty Surety Bond based on the subdivision's public infrastructure costs; and

WHEREAS, since executing the said agreement, Walker Properties of Western Kentucky, LLC has sold the development to Trails End Development, LLC., as evidenced by the deed filed in Deed Book 503, Page 704. The City proposes terminating the existing Subdivision Performance and Warranty Surety Bond with Walker Properties of Western Kentucky, LLC., and entering into a new one for \$365,000.00 with Trails End Development, LLC.

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

SECTION 1. Recitals. That the City of Paducah hereby approves a Termination of a \$365,000 Subdivision Performance and Warranty Surety Bond with Walker Properties of Western Kentucky, LLC, for Trails End Subdivision. The Mayor of the City of Paducah is hereby authorized to execute the Termination, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Termination of the Subdivision Performance and Warranty Surety Bond.

SECTION 2. Severability. If any section, paragraph or provision of this Municipal Order 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 parts of this Municipal Order.

SECTION 3. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Municipal Order were taken in an open meeting of this City Commission and that all deliberations of the 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. Effective Date. This Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, August 13, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, August 13, 2024

MO\Performance and Surety Bond Termination – Trails End Subdivision

**TERMINATION OF SUBDIVISION PERFORMANCE
AND WARRANTY SURETY BOND AGREEMENT**

THIS TERMINATION OF SUBDIVISION PERFORMANCE AND WARRANTY SURETY BOND AGREEMENT is made and executed on this ____ day of _____, 2024, by and between the CITY OF PADUCAH, KENTUCKY, P.O. Box 7265, Paducah, Kentucky 42002-7265, hereinafter referred to as “City,” and Walker Properties of Western Kentucky, LLC, 1315 Pillar Chase, Paducah, KY 42001, hereinafter referred to as “Walker Properties”.

W I T N E S S E T H:

WHEREAS, the City and Walker Properties entered into a certain Subdivision Performance and Warranty Surety Bond Agreement dated August 24, 2023 (“Agreement”), whereby Walker Properties agreed to the completion of public infrastructure improvements within Trails End Subdivision located in Paducah, McCracken County, Kentucky (the “Development”);

WHEREAS, since the execution of said Agreement, Walker Properties sold the Development per deed filed D.B. 1503 Pg. 704 to Trails End Development, LLC. (the “Purchaser”);

NOW, THEREFORE, in consideration of the foregoing premises, the City and Walker Properties hereby agree as follows:

1. Termination. The Subdivision Performance and Warranty Surety Bond Agreement dated August 24, 2023, shall be terminated and shall be of no legal force and effect upon the Effective Date, as defined below.

2. Effective Date. This Termination shall take effect on approval by the Paducah Board of Commissioners.

WITNESS our signatures as of the date first above written.

CITY OF PADUCAH, KENTUCKY

WALKER PROPERTIES OF
WESTERN KENTUCKY, LLC

By: _____
George Bray, Mayor

By: _____
Title: _____

State of KENTUCKY)

County of MCCRACKEN)

Subscribed, sworn, and acknowledged before me on this ____ day of _____, 2024, by George Bray, Mayor of the City of Paducah, Kentucky, on behalf of said entity.

My commission expires _____.

Notary Public, State at Large

State of KENTUCKY)

County of MCCRACKEN)

Subscribed, sworn, and acknowledged before me on this ____ day of _____, 2024, by _____, _____ of Walker Properties of Western Kentucky, LLC, on behalf of said entity.

My commission expires _____.

Notary Public, State at Large

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Approve the Acceptance of a \$365,000.00 Subdivision Performance and Warranty Surety Bond with Trails End Development, LLC. for Trails End Subdivision. **G. GUEBERT**

Category: Municipal Order

Staff Work
By: Melanie
Townsend
Presentation
By: Greg
Guebert

Background Information: The Paducah Planning Commission recommended by Resolution dated September 7, 2023, the adoption of an ordinance approving the revised final plat of subdivision of property located at 125 Ridgeview Street.

On October 24, 2023, the Paducah City Commission adopted Ordinance 2023-10-8793, approving the final report of the Paducah Planning Commission on the proposed final subdivision of property of Walker Properties of Western Kentucky, LLC., located at 125 Ridgeview Street, accepting the dedication of right of way of Ridgeview Street, Joey Way, and Petter Avenue, accepting public utility easements, authorizing the Mayor to subscribe a Certificate of Approval on the plat, and authorizing the Mayor to execute the Subdivision Performance and Warranty Surety Bond for \$365,000.00.

The City and Walker Properties of Western Kentucky, LLC entered into a Subdivision Performance and Warranty Bond Agreement on August 24, 2024. The City accepted a \$365,000.00 Subdivision Performance and Warranty Surety Bond based on the subdivision's public infrastructure costs.

Since executing the said agreement, Walker Properties of Western Kentucky, LLC has sold the development to Trails End Development, LLC., as evidenced by the deed filed in D.B. 1503, Pg 704. The City terminated the existing Subdivision Performance and Warranty Surety Bond with Walker Properties of Western Kentucky, LLC. The City desires to enter into a Subdivision Performance and Warranty Surety Bond for \$365,000.00 with Trails End Development, LLC.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Accept the Subdivision Performance and Warranty Surety Bond for \$365,000.00 from Trails End Development, LLC., and authorize the Mayor to sign the bond agreement.

Attachments:

1. MO - Performance and Surety Bond Trails End Development LLC – Trails End Subdivision

2. Trails End_Surety Bond_8.13.24

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE ACCEPTANCE OF A \$365,000 TRAILS END DEVELOPMENT, LLC FOR TRAILS END SUBDIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE SAID TERMINATION AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Paducah Planning Commission recommended by Resolution dated September 7, 2023, the adoption of an Ordinance approving the revised final plat of subdivision of property located at 125 Ridgeview Street; and

WHEREAS, On October 24, 2023, the Paducah City Commission adopted Ordinance 2023-10-8793, approving the final report of the Paducah Planning Commission on the proposed final subdivision of property of Walker Properties of Western Kentucky, LLC., located at 125 Ridgeview Street, accepting the dedication of right of way of Ridgeview Street, Joey Way, and Petter Avenue, accepting public utility easements, authorizing the Mayor to subscribe a Certificate of Approval on the plat, and authorizing the Mayor to execute the Subdivision Performance and Warranty Surety Bond for \$365,000.00; and

WHEREAS, The City and Walker Properties of Western Kentucky, LLC entered into a Subdivision Performance and Warranty Bond Agreement on August 24, 2024. The City accepted a \$365,000.00 Subdivision Performance and Warranty Surety Bond based on the subdivision's public infrastructure costs; and

WHEREAS, since executing the said agreement, Walker Properties of Western Kentucky, LLC has sold the development to Trails End Development, LLC., as evidenced by the deed filed in Deed Book 503, Page 704. The existing Subdivision Performance and Warranty Surety Bond with Walker Properties of Western Kentucky, LLC., has been terminated and the Commission wishes to enter into a new Bond for \$365,000.00 with Trails End Development, LLC.

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

SECTION 1. Recitals. That the City of Paducah hereby approves the acceptance of a \$365,000 Subdivision Performance and Warranty Surety Bond with Trails End Development, LLC, for Trails End Subdivision. The Mayor of the City of Paducah is hereby authorized to execute the Bond together with such other agreements, instruments or certifications which may be necessary.

SECTION 2. Severability. If any section, paragraph or provision of this Municipal Order 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 parts of this Municipal Order.

SECTION 3. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Municipal Order were taken in an open meeting of this City Commission and that all deliberations of the 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. Effective Date. This Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, August 13, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, August 13, 2024

MO\Performance and Surety Bond Trails End Development LLC – Trails End Subdivision

SUBDIVISION PERFORMANCE AND WARRANTY
SURETY BOND AGREEMENT

#PSS10110023

THIS AGREEMENT is made this 24th day of June, 2024, by and between the City of Paducah ("City"), with a principal mailing address of 300 South 5th Street, Paducah, Kentucky 42003; and Trails End Development LLC ("Developer"), with a principal mailing address of 130 Troon Road, Paducah, Kentucky 42001; and Indemnity National Insurance Company, 238 Bedford Way, Franklin, TN 37064, as ("Surety").

RECITALS

A. Developer desires final acceptance of Trails End Subdivision Plan, pursuant to a plan dated July 7, 2023.

B. Developer is desirous of installing the public improvements pursuant to the Final Plan, consisting of all infrastructure dedicated to the City, including all streets, curbs, gutters, sidewalks, storm sewers and their appurtenances, and administration, and engineering fees, for that purpose. Developer has obtained an estimate prepared by a professional engineer, which is in the amount of \$337,000.00 (and which estimate is equal to the completion cost under prevailing wage laws). Developer will provide the City a Performance and Warranty Surety Bond from Indemnity National Insurance Company as ("Surety") in the amount of Three Hundred Sixty-Five Thousand (\$365,000.00) dollars.

C. Developer must complete the improvements for the Subdivision within fifty (50) weeks from the date hereof. The subdivision regulations of the City require that financial security be posted for public improvements prior to final plan approval.

D. It is the purpose of this Agreement to provide the financial security needed by the Developer to guarantee the installation of the aforementioned public improvements.

NOW, THEREFORE, for and in exchange of mutual consideration and benefits, the previous receipt thereof being hereby acknowledged and intending to be legally bound by the provisions hereof, the parties agree as follows:

1. Developer agrees to provide a Performance and Warranty Surety Bond for the benefit of, and made payable to the City, for the purpose of guaranteeing payment for completion of public improvements by Developer, consisting of all infrastructure to be dedicated to the City, including storm sewers and their appurtenances, curbs, gutter, sidewalks, and the streets know as Ridgeview Street, Joey Way, and Petter Avenue, as required by the City of Paducah Planning and Zoning Ordinance Subdivision Requirements, and as set forth on specifications and plans submitted by Developer to the City.

2. The Performance and Warranty Surety Bond shall be in the amount of \$365,000.00 and shall initially be in force and issued for a period of one (1) year, (fifty two (52) weeks) from the date hereof. Developer agrees that all public improvements shall be completed within fifty (50) weeks from the date hereof.

3. Developer will complete the improvements for Trails End Subdivision in accordance with plans and specifications filed with the City.

4. If all the improvements referred to in Paragraph 1 of this Agreement are not completed within fifty (50) weeks from the date hereof, the Developer may seek extension of that period upon the concurrence of the City; provided, however, that as a condition to the grant of such extension, Developer must provide a Performance and Warranty Surety Bond for the benefit of and made to the City, in a form acceptable to the City, and in an amount and for a time to be determined by the City. In the event of such extension, Developer agrees to complete all public improvements prior to the expiration of the newly revised or reissued Performance and Warranty Surety Bond.

5. Upon notification from the City to the bond issuing entity of default in the construction of the public improvements pursuant to specifications and plans within fifty (50) weeks, the bond issuing entity's responsibility under its Performance and Warranty Surety Bond shall be triggered. The bond issuing entity shall pay the City the original amount of the Performance and Warranty Surety Bond less, any lawful deductions thereto, as determined by and approved by the City; said amount to be used by the City toward the completion of said improvements. The required improvements are to be completed by the City at the City's option, with payment by the bond issuing entity to the City upon the City's filing with the bond issuing entity an affidavit stating Developer's default.

6. Upon default by Developer in construction of the public improvements pursuant to specifications and plans, the City shall be authorized to withhold (a) permits for the further construction of improvements and (b) building permits.

7. The City agrees that this Agreement and the Performance and Warranty Surety Bond are the financial security required for the public improvements for the Final Plan of the Trails End Subdivision Development Plan.

IN WITNESS HEREOF AND BY AFFIXING THE SIGNATURES OF THEIR AUTHORIZED AGENTS BELOW, THE PARTIES HEREBY ACKNOWLEDGE AND CERTIFY THAT THE TERMS AND CONDITIONS SET FORTH HEREIN WERE AGREED UPON BY THE PARTIES IN THE COURSE OF GOOD FAITH NEGOTIATIONS CONDUCTED AT ARMS LENGTH. SAID SIGNATURES FURTHER ACKNOWLEDGE AND CERTIFY THAT THE PARTIES HAVE BEEN GIVEN ADEQUATE TIME TO READ, REVIEW AND SEEK CLARIFICATION FROM LEGAL COUNSEL PERTAINING TO ALL RIGHTS AND DUTIES SET FORTH HEREIN AND NOW FULLY UNDERSTAND ALL SUCH RIGHTS AND DUTIES AND INTEND TO BE BOUND BY THE SAME.

CITY OF PADUCAH

George Bray
City of Paducah Mayor

NOTARY SEAL

STATE OF KENTUCKY

COUNTY OF McCRACKEN

I certify the following was duly sworn before me on the ____ day of _____,
2024.

Notary Public

My commission expires _____

Trails End Development LLC
DEVELOPER

By: _____

Jason Goins

Title: Member

NOTARY SEAL

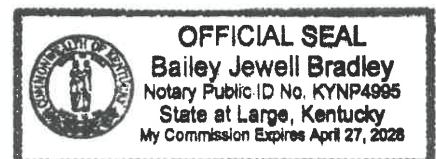
STATE OF KENTUCKY

COUNTY OF McCRACKEN

I certify the following was duly sworn before me on the 15 day of July,
2024.

Bailey J Bradley
Notary Public

My commission expires April 27, 2028



Indemnity National Insurance Company

By: *Brianna Taylor Stephenson*
Brianna Taylor Stephenson

Title: Attorney-In-Fact

NOTARY SEAL

STATE OF Florida

COUNTY OF Volusia

I certify the following was duly sworn before me on the 24th day of June,
2024.

Mechelle Miller
Mechelle Miller, Notary Public

My commission expires December 11, 2027



MECHELLE MILLER
Notary Public
State of Florida
Comm# HH472086
Expires 12/11/2027

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint: *****Nicole M. Campbell and Brianna Taylor Stephenson***** of *****Parrot Surety Services, LLC***** to be its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, seal, and execute on its behalf surety bonds or undertakings and other documents of a similar nature issued in the course of its business up to a penal sum not to exceed *****Five million dollars (\$5,000,000.00)***** each, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company.

This appointment is made under and executed pursuant to and by authority of the following Minutes of Special Actions Taken by Written Consent of the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Facsimile Signatures and Facsimile Seals for the Purpose of Issuing Bonds:

RESOLVED: That the president or any vice president may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds and related obligatory certificates and documents; and any one of said officers may remove any such attorney-in-fact or agent and revoke any power previously granted to such person, whether or not such officer appointed the attorney-in-fact or agent.

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company,
(i) when signed by the president, or any vice president, and sealed with the Company seal; or
(ii) when duly executed and sealed with the Company seal by one or more attorneys-in-fact or agents pursuant to and within the limits of authority evidenced by the power of attorney issued by the Company to such person or persons a certified copy of which power of attorney must be attached thereto in order for such obligation to be binding upon the Company.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certification thereof authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and such signature and seal then so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in Lexington, Kentucky this 20th day of August, 2021.



Indemnity National Insurance Company

By Thomas F. Elkins
Thomas F. Elkins, President

State of Kentucky
County of Fayette

On this 20th day of August, 2021, before me, a Notary Public, personally came Thomas F. Elkins, to me known, and acknowledged that he is President of Indemnity National Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with the authority and at the direction of said corporation.



By Deborah A. Murphy
Notary Public

My Commission Expires 09/26/2025

CERTIFICATE

I, James E. Hart, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that the Minutes of Special Actions Taken by Written Consent of the Board of Directors are now in full force and effect.

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 24th day of June, 2024.



By James E. Hart
James E. Hart, Secretary

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Purchase of Nine (9) Police Pursuit Rated SUV's for use by the Paducah Police Department - C.
YARBER

Category: Municipal Order

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

Background Information: On July 18, 2024 sealed written bids were opened for the purchase of Nine (9) Police Pursuit Rates SUV's to be used by the Paducah Police Department. One bid was received. Linwood Motors was the responsive and responsible bidder with seven (7) Patrol SUV's at \$56,510.00 each, and two (2) K-9 SUV's at \$61,835.00 each, for a total price of \$519,240.00. In addition, Linwood Motors agreed to allow the City to purchase up to two (2) additional police SUV's in accordance with the specifications at the unit bid price listed above, in the event the City may need to purchase additional police SUV's prior to June 30, 2025 due to loss of a SUV. The delivery time will be 180 days after contract execution.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Rolling Stock/Vehicle Fleet Lease Trust Fund

Account Number: 71000210 540050

Staff Recommendation: To receive and file the bid and adopt a Municipal Order authorizing the Mayor to execute an agreement with Linwood Motors for the purchase of Nine (9) Police Pursuit Rated SUV's for use by the Police Department in accordance with the specifications in the total amount of \$519,240.00 with the option of additional purchase if needed.

Attachments:

1. MO - police SUV's 8-2024
2. 00020 - Invitation to Bid
3. Bid Tab -Nine (9) Police Pursuit - Police
4. Proposed Agreement_ signed by vendor
5. SPEC PICK UP LIST
6. Linwood bid - Nine Police Pursuit Rated SUV's

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF PADUCAH SEVEN (7) PATROL SUV'S IN AN AMOUNT OF \$56,510 EACH AND TWO (2) K-9 SUV's IN THE AMOUNT OF \$61,835 EACH, FOR A TOTAL AMOUNT OF \$519,240, FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Linwood Motors for seven (7) Patrol SUV's at \$56,510 each and two (2) K-9 SUV's at \$61,835 each, for a total price of \$519,240, for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of July 18, 2024.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors for the purchase of a total of nine (9) Police SUV's, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid. In addition, Linwood Motors agrees to allow the City to purchase up to two (2) additional police SUV's at the unit bid price, in the event the City may need to purchase additional police SUV's prior to June 30, 2025.

SECTION 3. These purchases shall be charged to Fleet Lease Vehicles Account No. 71000210-540050.

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, August 13, 2024
Recorded by Lindsay Parish, City Clerk, August 13, 2024

MO\police SUV's 8-2024

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **NINE (9) POLICE PURSUIT RATED SUV'S** for use by the **PADUCAH POLICE DEPARTMENT** on **Thursday, July 18, 2024** at 1:00 P.M. CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS

Copies of specifications may be obtained at the office of the Public Works Fleet Department located at 1120 North 10th Street.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the lowest evaluated bid price in accordance with the specifications.**

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex, national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED:

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

CITY OF PADUCAH, KENTUCKY

PUBLIC WORKS DEPARTMENT

Nine (9) Police Pursuit Rated SUV's - Police

LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST on Thursday, July 18, 2024

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Jake Brenningmeyer 3345 Park Ave Paducah, KY 42001
Nine (9) Police Pursuit Rated SUV's	\$519,240.00

Delivery Time	6 Months
Manufacturer:	Dodge

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes
2. Manufacturer Specifications	Yes
3. Warranty Information	Yes
4. Compliance with Tech Specs form	Yes
5. Deviations with Information	None
6. Addendum Signed and Included	N/A
Kentucky State Bidder	Yes

Responsive & Responsible Bidder:	Yes
Evaluation Score:	1000.00
BID RECOMMENDED FOR ACCEPTANCE	Yes

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

AGREEMENT TO PURCHASE NINE (9) POLICE PURSUIT RATED SUV's

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **Linwood Motors** hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **NINE (9) POLICE PURSUIT RATED SUV's** to be used by the **Police Department** in full compliance with the Bid Proposal Dated **July 18, 2024** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **180** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Five Hundred Nineteen Thousand, Two Hundred and Forty Dollars (\$519,240.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order # _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, the day and year first above written.

VENDOR

BY Jack Rappaport
TITLE Sales Mgr

ADDRESS:
3345 Park Ave
Paducah, KY 42001

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

PUBLIC WORKS DEPARTMENT

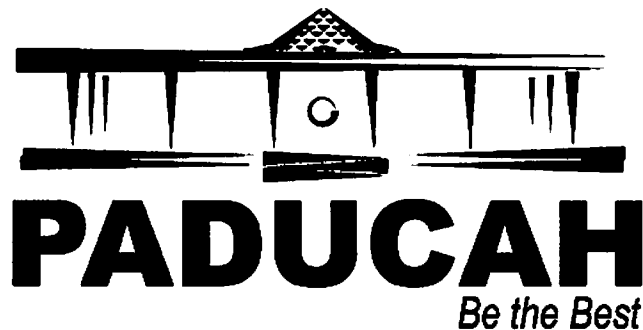
Nine (9) Police Pursuit Rated SUV's

BID OPENING: Thursday, July 18, 2024, 1:00 p.m., CST

No.	Official Bidder - Company/Business Name	Name of Person Picking up Specs/Plans	Mailing Address	Business Phone Number	Fax Number	E-Mail Address
1	Donohoo Chevrolet	Don Fischer	811 Greenhill Blvd, NW Fort Payne, Alabama 35967	256-845-3525 ext 4121		dfischer@donohoochevrolet.com via email 6/25/24 @ 9:42am
2	John Jones Automotive	Tim Wolff	1520 S Jackson St Salem, IN 47167	812-896-6942		twolff@gmcity.com via email 6/25/24 @ 9:45am
3	Lindwood	Jake Brenningmeyer	3476 Park Hill Paducah, KY 42001	270-444-6901		jakebrenningmeyer@gmail.com via email 6/26/24 @ 1:57 pm
4						
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CITY OF PADUCAH

PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS



SPECIFICATIONS FOR THE PURCHASE OF NINE (9) POLICE PURSUIT RATED SUV'S

**FOR USE BY
PADUCAH POLICE DEPARTMENT**

JULY 2024

TABLE OF CONTENTS

NINE (9) POLICE PURSUIT RATED SUV'S for use by the PADUCAH POLICE DEPARTMENT

CONTRACT DOCUMENTS

<u>SECT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
00020	Invitation to Bid	1
00100	Information for Bidders	5
00310	Bid Proposal	3
00320	City Certifications	2
00330	Evaluation Form	1
00500	Agreement	1
00610	Notice of Award	1
00615	Notice to Proceed	1
01007	Insurance and Legal Responsibility	2
01009	Progress and Payment	2

TECHNICAL SPECIFICATIONS

<u>SECT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
02100	Technical Specifications	1
02200	Compliance with Technical Specifications Form.....	3

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **NINE (9) POLICE PURSUIT RATED SUV'S** for use by the **PADUCAH POLICE DEPARTMENT** on **Thursday, July 18, 2024** at 1:00 P.M. CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS

Copies of specifications may be obtained at the office of the Public Works Fleet Department located at 1120 North 10th Street.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the lowest evaluated bid price in accordance with the specifications.**

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex, national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED:

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

INFORMATION FOR BIDDERS

BIDS

All sealed bids and purchasing procedures shall be in accordance with the City of Paducah's Code of Ordinances Chapter 2 Procurement, KRS 45A.345 – 45A.460, and the specifications contained herein.

All bids shall be submitted on forms supplied by the City of Paducah. Wording of the Bid Form or Bid Proposal shall not be altered, changed and/or modified. Bids submitted showing any alterations, changes, and/or modifications to the Bid Proposal shall be rejected. Unauthorized conditions, limitations, or provision attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder.

Bid Documents shall be enclosed in an envelope clearly labeled with the words "Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening," in order to guard against premature opening of the bid.

Each bid shall be addressed to the Public Works Director, City of Paducah Public Works Department, City Hall, 300 South 5th Street, P.O. Box 2267, Paducah, Kentucky, 42002-2267, on or before the day and hour set for opening of bids. It is the sole responsibility of the bidder to see that the bid is received on time and is properly labeled. The Owner will not be responsible for premature opening of a bid not properly addressed and identified.

No electronic bid, faxed bid, telegraphic bid or telegraphic modifications of bid will be considered. No bids received after the time fixed for receiving bids will be considered. **Bids received late will be disqualified and returned to the sender unopened.**

BIDDER OF RECORD

Bidders shall be listed as a plan holder on the Owner's Official Plan Holder's list located in the Public Works Administration office at 1120 North 10th Street in order to be an "Official Bidder of Record." Bids received from Bidders who are not listed on the Owner's Official Plan Holder's list will be rejected.

INTERPRETATIONS

Any Bidder having questions regarding any portion of the specifications, or may be in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, can submit a **WRITTEN** request via **EMAIL** for interpretation no later than **12:00 noon CST on Thursday, July 11, 2024**, to the Attention of:

Jim Scutt, Fleet Superintendent
Public Works Department
VIA EMAIL: jscutt@paducahky.gov

Following receipt of all comments on the aforementioned day, interpretations and/or corrections will be made by Addendum. The Addendums will be e-mailed or faxed to each bidder of record, with the Bidder being required to acknowledge receipt.

BIDDER'S QUALIFICATIONS

The City of Paducah (hereinafter referred to as Owner) shall have the right to take such steps necessary to determine the ability of the bidder to perform the obligations under the Contract. A Bidder may be required to furnish evidence of experience in the types of work to the Owner in order to assure completion of the Contract in a satisfactory manner.

The Owner reserves the right to inspect the plant facilities and place of business of any Bidder participating in this bid. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the Contract.

CERTIFICATIONS

The Certifications required by the laws of the Commonwealth of Kentucky as contained within Section 00320 of these Specifications shall be signed, notarized and submitted with the Bid Proposal. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

CONFLICTS, GRATUITIES AND KICKBACKS

The Owner adheres to the provision of KRS 45A.455 relative to conflicts of interests, gratuities, kickbacks, and use of confidential information in all bid offerings. During the bid process, Bidders shall not contact any employee of the Owner in reference to this Bid, with the exception of the Owner's designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

BID PRICES - UNIT PRICES

Each bidder shall include its pro-rata share of overhead and profit in the unit price and/or lump sum price for each of the items in the Proposal. Bid Prices shall also include all sales tax, any and all delivery transportation charges, handling charges, FOB destination, fees, taxes, labor, materials, equipment, tools and services necessary for complete manufacture and delivery.

In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

UNIT PRICES

The Bidder further understands the quantities shown are estimates only and the Owner reserves the unlimited right to add to or delete from same at its discretion. In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

COMPLIANCE WITH SPECIFICATIONS

The Bidder shall accurately and fully complete the "Compliance with Technical Specifications" forms and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is not being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

EXCEPTIONS AND/OR VARIATIONS

Bidder shall list all information on a separate page regarding any and all exceptions and/or variations that are noted as a "NO" on the Technical Specifications.

DELIVERY

The Bidder shall indicate the projected delivery time in the Bid Proposal. **Delivery time after award (including upfitting) is to be listed as "days", and NOT weeks, months or a specific date. Delivery price shall be included in the Bid Price,** and shall include all transportation, fees, taxes, labor, materials, equipment, tools and services necessary for complete manufacture and delivery. Additionally, the vehicle delivered shall be equipped with a full supply of fuel, oil and lubricants upon delivery. At the time of delivery, all equipment must meet or exceed federal, state and local safety, health, lighting and emission standards.

MANUFACTURE SPECIFICATIONS AND WARRANTIES

A set of manufacturer specifications and warranty information shall be included with the Bid Proposal. The manufacturer's specifications shall include a detailed description of the vehicle proposed and the conformance to the Owner's specifications. The manufacturer's specifications shall include information regarding size, type model and make of all component parts and equipment.

SERVICE CAPABILITIES

The Bidder shall maintain a full service maintenance facility and fully stocked parts facility capable of full hydraulic, electrical and body repair. Factory-trained, qualified service personnel shall man the full service facility. Bidder shall state location and provide documentation of service facility within the Bid Proposal.

Widespread failure by the manufacturer's authorized dealers to render warranty service when required shall subject the manufacturer's line to suspension from the approved products list until satisfactory evidence of correction is provided.

EXAMINATION OF SPECIFICATIONS

Before submitting a bid, each bidder shall carefully examine the specifications and be fully aware of the item proposed for receipt of bids. Each bidder shall be fully informed prior to bidding as to all existing conditions and limitations, and shall include all costs necessary to furnish and deliver and completely set-up the items as set forth in the specifications. No allowance will be made to any bidder due to lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examination.

OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will publicly open and read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative. The time of bid opening shall be in accordance with the time stated in the Advertisement and Invitation to Bid. The official time set for the opening of the Bids shall be established by the City of Paducah's synchronized computer time as shown digitally on the City Clerk's computer.

WITHDRAWAL OF BIDS

Any Bidder may withdraw his submitted bid by written request 24 hours or more prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 60 days after the date set for opening thereof, and all bids shall be subject to acceptance by the Owner during this period. However, under justifiable circumstances, the Owner may release a bid if the Bidder can demonstrate from worksheets or other documents that an obvious error was made while preparing the bid.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the responsible bidder who submits the responsive bid of the lowest evaluated bid price in accordance with the specifications.

The responsible bidder shall have the capability in all respects to perform fully the contracts requirements, and the moral integrity and reliability of which to assure good faith performance. The responsive bidder shall submit a bid that conforms in all material respects to the specifications without any deviations of the invitation for bids.

The Evaluation Criteria that will be utilized by the Owner to evaluate the bids received pursuant to objective measurable criteria, along with any formulas pertaining to how the contract shall be awarded has been listed on the "Evaluation Form – Section 00330" included with these specifications.

PREFERENCE TO LOCAL MATERIALS AND LABOR

Preference will be given to local resident bidders for the purchase of local materials and to the employment of local labor if price and other factors within the bids received are equal.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder. The bidder shall indicate the state of residence on the Bid Proposal. The non-resident bidder shall indicate also if any preference is

given by the Bidder's state. The determination of state residency of the non-resident Bidder, according to Kentucky Administrative Regulations:

- The state of residency shall be the principal office as identified in the Bidder's Certificate of Authority to transact business in Kentucky as filed with the Commonwealth of Kentucky, Secretary of State
- If the Bidder is not required to obtain a Certificate of Authority (by the Secretary of State) to transact business in Kentucky, the state of Residency shall be the mailing address provided in the Bid Proposal.

EXECUTION OF AGREEMENT

Subsequent to Notice of Award, and **within ten (10) days** after the prescribed forms are presented for signature, the successful bidder shall:

1. A Contract Agreement in the form included in the specifications, in such number of copies as the Owner may require.
2. A Certificate of Insurance showing that the required insurance as set forth in the specifications is in force and shall contain appropriate wording to the effect that the policies described cover the Contractor's operations under this contract.

LICENSE REQUIREMENT

All firms doing business in the City of Paducah are required to be licensed in accordance with the City of Paducah Code of Ordinances. The successful Bidder shall be required to obtain a City of Paducah Business License at the time of Notice of Award. Information regarding business license can be obtained at the City's website: www.paducahky.gov.

PERMITS, CERTIFICATES, LAWS, ORDINANCES AND CODES

The Vendor shall, at his own expense, procure all permits, certificates and licenses required by the law for the execution of this project. The Vendor shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work. Information regarding State License requirements can be obtained at: <http://revenue.ky.gov/business>

EQUAL EMPLOYMENT OPPORTUNITY

The Vendor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, age, sex or national origin.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All Vendors and employees of the Vendor doing business for the City of Paducah shall adhere to this policy.

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards Title 29, CFR Part 1518, 36FR 7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96. Additionally, the Contractor shall comply with all OSHA requirements in accordance with 23 CFR 634 and KRS 338.

REQUESTS FOR PAYMENT

Subsequent to satisfactory delivery of the vehicles in accordance with all of the provisions thereof, the Owner agrees to make Payment within **Thirty (30) days** after receipt of a properly completed invoice. The Owner reserves the right to withhold any of all payments or portions thereof if the Vendor fails to perform in accordance with the provisions of the contract or any modifications thereto.

REJECTION OF BIDS

The Owner reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

OWNER'S RIGHTS RESERVED

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items or on an individual item basis, whichever is deemed to be in the best interest of the City.

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

**BID PROPOSAL for Nine (9) POLICE
PURSUIT RATED SUV'S
for use by the
PADUCAH POLICE DEPARTMENT**

Proposal of LINWOOD MOTORS
(hereinafter called Bidder), organized and existing under the laws of KY
(state) and doing business as LINWOOD *, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
**Insert "A Corporation", A Partnership" or "An Individual"*

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **Nine (9) Police Pursuit Rated SUV's** for use by the **Paducah Police Department** in accordance with the specifications and other contract documents prepared by the Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of the Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract Agreement in the prescribed form within ten (10) days after the Contract is presented for signature. Subsequent to the execution of the Contract, Bidder hereby agrees to commence Work and to deliver the vehicles as specified within the contract documents.

Prior to commencing Work, the successful Bidder shall furnish the Owner with a Certificate of Insurance showing that the required insurance as set forth in the specifications is in force.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items, or on an individual item basis, whichever is deemed to be in the best interest of the City.

ADDENDUM

The Bidder hereby acknowledges receipt of the following Addenda, if any, and is fully aware of the implications of the addendums on the Bid:

Addendum No(s) _____ Dated _____

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Police Vehicles in accordance with the Specifications	7 2	Each	\$ <u>56,510</u> \$ <u>61,835</u>	\$ <u>519,240</u>
2	In the event the City may need to purchase additional vehicles prior to June 30, 2025, will the Bidder allow the purchase of Two Additional Police Vehicles in accordance with the Specifications at the Proposed Unit Price provided herein?			YES <u>✓</u>	NO <u> </u>

Proposed Body Manufacturer, Model and Year: 24 Dodge Durango Pursuit AWD

Proposed Delivery Time (days): 6 months

Location of the full service maintenance facility: 3345 Park Ave
Paducah, KY 42001

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form - Section 00330" as included within the Specifications.

ATTACHEMENTS TO THE BID PROPOSAL REQUIRED:

Failure of the Bidder to submit the following documents with the Bid Proposal will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.

<u>INCLUDED</u>	<u>ITEM</u>
<u> </u>	1. Bidder's Certification Section 00320, signed and notarized.
<u> </u>	2. "Compliance with Technical Specifications" form. Bidder shall indicate compliance by checking "YES" or "NO" adjacent to each individual item. A "YES" indicates full compliance with the specification and a "NO" indicates an exception and/or variation to the specification.
<u> </u>	3. All individual items marked by a "NO" on the "Compliance with Technical Specifications" form shall indicate the exception on a separate attached sheet.
<u> </u>	4. One Copy of Full Manufacturer Specifications and Warranty information, including a detailed description of the equipment proposed and the conformance to the Owner's specifications. The manufacturer's specifications shall include information regarding size, type model and make of all component parts and equipment.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: KY

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____

BID DOCUMENTS:

Bid Documents shall be enclosed in an envelope clearly labeled with the words "Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening," in order to guard against premature opening of the bid. Bids received late will be disqualified and returned to the sender unopened.

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: Lenwood Morris

BY: Jack Brennengruber DATE: 7/15/24

TITLE: Sales MGR

ADDRESS: 3345 Park Ave
Paducah, KY 42001

PHONE: 444-6901 FAX: 442-2941

CELL PHONE: 994-2377 E-MAIL: JACKBRENNGRUBER@CMAA.COM

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 20-4850057

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 264242

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 13286

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. NON-COLLUSION

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the Campaign Finance Laws of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the Campaign Finance Laws of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. **KY DEPT OF REVENUE**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. **TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any State, City or County taxes or fees** owed to the Commonwealth of Kentucky, The City of Paducah, or any other governmental agency and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: _____

Printed Name: JAKE MURPHY

Title: SALES MGR

Company: LINWOOD

Date: 7/15/24

STATE OF Kentucky)

COUNTY OF McCracken)

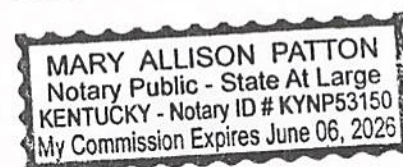
The foregoing instrument was sworn to and acknowledged before me this 10th day of

July, 2024, by Mary Patton, Office Manager (title) of
Linwood Chrysler Dodge Hyundai LLC (Name of Company).

My commission expires: 6/16/2026.

Mary Patton
Notary Public, State at Large

SEAL



EVALUATION FORM

VEHICLE: NINE (9) POLICE PURSUIT RATED SUV'S

BIDDER: _____

DATE: _____

Grading Criteria Formula:

Evaluate the Bidder's Criteria on a rated value scale:

0 = the lowest value to 10 = the highest value for each item listed below.

Rating x Weighted Percent = Criterion Score

The Sum of all Criterion Scores will be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	RATING VALUE (0-10)	WEIGHTED PERCENT	CRITERION SCORE
1.	Number of Technical Specifications Met (Noted by *)		40	
2.	Price		60	
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

BIDDER'S OVERALL TOTAL SCORE _____

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

AGREEMENT TO PURCHASE NINE (9) POLICE PURSUIT RATED SUV's

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and _____ hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **NINE (9) POLICE PURSUIT RATED SUV's** to be used by the **Police Department** in full compliance with the Bid Proposal Dated July 18, 2024 and with this Agreement, the Specifications and any Addendum(s) Issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within _____ consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: _____ (\$_____) as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order #_____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, the day and year first above written.

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

NOTICE OF AWARD

TO: VENDOR

VEHICLE: NINE (9) POLICE PURSUIT RATED SUV'S

After consideration of all bids received for the above referenced **NINE (9) POLICE PURSUIT RATED SUV's**, for use by the **Paducah Police Department**, you are hereby notified that your Bid dated July 18, 2024, has been accepted as the responsive bid with the lowest {evaluated} bid price in accordance with the specifications. This Award is contingent upon final approval of the City of Paducah Board of Commissioners.

You are hereby required by the Information for Bidders to execute and deliver the Contract Agreement and deliver the Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

of _____ (Name of Company), this the ____ day of _____, 20____.

By _____

Title _____

NOTICE TO PROCEED

TO: **VENDOR**

VEHICLES: **NINE (9) POLICE PURSUIT RATED SUV'S**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **NINE (9) POLICE PURSUIT RATED SUV'S** for use by the **Paducah Police Department** in full accordance with the Agreement dated _____, the Specifications any Addendums issued on or before _____, and you are to deliver the Vehicles within _____ (xx) consecutive calendar days thereafter. Therefore, the required date of delivery of the **NINE (9) POLICE PURSUIT RATED SUV'S** is _____. The contract completion date shall be adjusted for all documented shut down periods and approved extensions as outlined in the specifications.

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

of _____ (Name of Company), this the ____ day of _____, 20____.

By _____

Title _____

**CITY OF PADUCAH
PUBLIC WORKS DEPARTMENT
CHANGE ORDER**

CHANGE ORDER NO: _____
DATE: _____
NAME OF PROJECT: _____ Police Pursuit SUVs
OWNER: _____ City of Paducah, Kentucky
VENDOR: _____

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS	\$ _____
DEDUCTIONS	\$ _____

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY:	\$ _____
ORIGINAL CONTRACT PRICE:	\$ _____
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	\$ _____
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE:	\$ _____
THE CONTRACT TIME WILL BE INCREASED BY:	_____ XXX Days

APPROVALS REQUIRED:

_____ VENDOR	_____ DATE
_____ PUBLIC WORKS DIRECTOR	_____ DATE
_____ MAYOR:	_____ DATE

INSURANCE AND LEGAL RESPONSIBILITY

INSURANCE

The Vendor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect himself, the Owner and agents of the Owner from claims for bodily injury, death or property damage, which may arise from operations under this Contract. The Vendor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and shall have filed the certificate of insurance or a certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without (10) day's written notice to the Owner of intention to cancel. The cost of insurance is incidental to all contract items. All sub-Vendors shall meet the same minimum insurance requirements.

The Vendor shall procure and maintain the following insurance in addition to the insurance required by law:

1. Workmen's Compensation, in accordance with the Workmen's Compensation Laws for the Commonwealth of Kentucky.
2. Comprehensive general liability with limits of not less than one million dollars (\$1,000,000).
3. Automobile public liability concerning all owned, non-owned, and hired vehicles in connection with this project with limits of not less than one million dollars (\$1,000,000).

INDEMNIFICATION

The Vendor covenants and agrees to indemnify, hold harmless and render whole the Owner for any loss, cost, and expense, including attorney fees, which are incurred by the Owner for reason of the Vendor's failure to properly perform under this agreement. Additionally, it is expressly agreed and understood that the Vendor shall at all times indemnify and save the Owner harmless from any and all loss or damage which may be sustained by the Owner by reason of any negligent act or omission committed by the Vendor, and/or its employees and agents, in the performance of its work hereunder. The Vendor shall indemnify and save the Owner harmless from any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or personal injury.

Notwithstanding the foregoing provisions, in the event loss or damage incurred by the Owner or claims, demands, or causes of action asserted against the Owner is attributable, in part, to the negligence of the Owner, through its employees and agents, the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law.

Said indemnification shall also include reimbursement to the Owner for any attorney fees and court costs incurred by the Owner by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it, provided; however, that in the event such attorney fees and costs of the Owner are reimbursed or paid by any insurance carrier, the foregoing provision shall not apply.

ACCIDENT PREVENTION

The Vendor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of all applicable laws and OSHA requirements shall be observed, and the Vendor shall take or cause to be taken such additional safety and health measures.

PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES

The Vendor shall, at his own expense, procure all permits, certificates and licenses required by the law for the execution of this project. In case of difference between building codes, specifications, state laws, local standards and ordinance, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern.

COMPLIANCE WITH ALL LAWS

The Vendor shall be familiar with and comply with all Federal, State, County and City laws, by-laws, ordinances, and regulations, which control the work, actions and operations of those engaged or employed in the work or which affect materials used. The Vendor shall comply with all aforementioned governs and shall relieve the City of any or all claims made against the Vendor arising from violations of any such governs by the Vendor, his employees or his or their action. The Vendor shall be in good standing with all governmental entities and not be delinquent on any Federal, State, Local or property taxes, including penalty and interest charges.

DRUG FREE WORK PLACE REQUIREMENTS

The Vendor, employees of the Vendor, sub-Vendors, vendors or consultants shall have a substance abuse policy in accordance with OSHA and/or the U.S. Department of Transportation Safety Regulations.

NON-BINDING MEDIATION

If a good faith effort to resolve a dispute on terms satisfactory to both parties is unsuccessful, the Owner and the Contractor may submit the dispute to non-binding mediation to be held in Paducah, Kentucky, unless the parties mutually agree otherwise.

Notice of the request for mediation shall be filled in writing with the other party to the contract documents and a copy shall be filed with the Engineer. Request for mediation shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

The Contractor will carry on the work and maintain the progress schedule during any mediation proceedings, unless otherwise mutually agreed in writing.

BREACH-DEFAULT

In the event of breach or default, the Owner shall be entitled to recover any costs and expenses incurred in enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

OWNER'S RIGHT TO TERMINATE CONTRACT

The Owner shall have the right to terminate the employment of the Vendor after giving five (5) days written notice of termination to the Vendor in the event of any default by the Vendor.

PROGRESS AND PAYMENT

CONTRACT TIME

Following the execution of the Agreement, the Vendor shall commence with the agreed Contract regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the Contract in a responsible and timely manner as stated in the Agreement and in accordance with these Specifications.

SCHEDULE OF COMPLETION

The Vendor shall submit, if requested by the Owner, schedules which shall show the order in which the Vendor proposes, with dates at which the Vendor will start, including the estimated delivery date upon completion.

CHANGES IN THE WORK

The Owner may, as the need arises, order changes through additions, deletions or modifications without invalidating the Contract. Compensation affected by the change shall be adjusted at the time of ordering such change and documented on the Change Order form contained within these specifications.

EXTENSION OF CONTRACT TIME

A delay beyond the Vendor's control occasioned by an Act of God, or act or omission on the part of the Owner, or by strikes, lockouts, fire, etc., may entitle the Vendor to an extension of time in which to complete the Contracted work as determined by the Owner, provided, however, that the Vendor shall within ten (10) days of such occurrence, give written notice to the Owner or cause of such delay and of his intention to request an extension of Contract time.

REQUESTS FOR PAYMENT

The Owner shall pay the Vendor upon satisfactory delivery of the Vehicle(s) ordered. The Vendor shall furnish the Engineer all requested support documentation, manuals and supplies at the delivery of the Vehicle(s). The Owner reserves the right to withhold any payment or portions thereof if the Vendor fails to perform in accordance with the provisions of the contract or any modifications thereto.

OWNER'S ACTION ON A REQUEST FOR PAYMENT

Within **Thirty (30) days** from the date of receipt of a properly completed Request for Payment "Invoice" with all required documentation attached, the Owner will:

- a. Pay the request for Payment upon approval of the work, or
- b. Pay such other amount as may be decided is due the Vendor, informing the Vendor in writing of his reasons for paying the amended amount, or
- c. Withhold payment, informing the Vendor of his reasons for withholding payment.

OWNER'S RIGHT TO WITHHOLD

The Owner may withhold payment in whole or in part to the extent necessary to protect from the loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Owner.

- a. Defective or incomplete work.
- b. Evidence indicating the probable filing of claims by other parties against the Vendor.
- c. Failure of the Vendor to make payments to Sub-Vendors, material supplier or labor.

AFFIDAVITS OF PAYMENT

The Owner may request the Vendor at any time to furnish appropriate affidavits of payment, waivers and releases of liens from any supplier to the extent of the payment made for labor or materials furnished to the project.

TERMINATION OF VENDOR'S RESPONSIBILITY

The Contract will be considered complete subsequent to delivery as specified, inspection made by the Owner and complete payment made to the Vendor.

CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the Request for Payment by the Owner and the making of the payment by the Owner to the Vendor shall not relieve the Vendor of the responsibility of faulty materials or workmanship. The Owner will promptly give notice of faulty materials or workmanship and the Vendor shall promptly replace any such defects discovered within **One (1) Year** from the delivery date or as guaranteed by **Warranty**.

TECHNICAL SPECIFICATIONS

SCOPE

To furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of the specified Vehicle(s) in accordance with the specifications contained herein.

GENERAL

The Vehicle(s) to be furnished in compliance with this specification shall be a new model, or the latest model in current production (as offered to commercial trade), and shall be of good quality as to workmanship. All equipment furnished shall be new, unused and of the manufacturer's current production design.

DELIVERY

The successful Bidder ("Vendor") shall deliver the Vehicle(s) to the Owner in care of the Public Works Department, Fleet Maintenance Division located at 1120 North 10th Street, Paducah, Kentucky 42001. Notification and arrangements shall be made with the Owner's Representative prior to delivery.

The Vehicle(s) delivered shall be equipped with a full supply of fuel, oil and lubricants upon delivery. At the time of delivery, all equipment must meet or exceed federal, state and local safety, health, lighting and emission standards.

MANUALS AND SUPPLIES

At the time of delivery, the Vendor shall supply the following for each Vehicle(s):

- One (1) copy of the operator's manuals
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys – Minimum of four (4) sets

SERVICE CAPABILITIES

The Successful Bidder shall maintain a full service maintenance facility with a fully stocked parts facility capable of full hydraulic, electrical and body repair. Factory-trained, qualified service personnel shall man the full service facility. Bidder shall state location and service facility within the Bid Proposal.

Widespread failure by the manufacturer's authorized dealers to render warranty service when required shall subject the manufacturer's line to suspension from the approved products list until satisfactory evidence of correction is provided.

ITEMS CONSIDERED EQUAL MAY BE PROPOSED

In accordance with KRS 45A.415, the Owner has chosen to utilize specifications by naming a sole brand in order to meet the Owner's current needs of compatibility, continuity and conformity with the established fleet force. In order to assure the maximum competition, a bidder may bid an item that is equal to that named or described in the specifications. An item shall be considered equal to the item named or described if, in the opinion of the Owner, all of the following are met:

- a. It is at least equal in quality, durability, strength and design;
- b. It will equally perform the function imposed by the general design;
- c. It conforms substantially to the detailed requirements for the item in the specifications.

**POLICE PURSUIT RATED SUV
TECHNICAL SPECIFICATIONS
and
Compliance with Technical Specifications Form**

The Bidder is required to accurately and fully complete this "Compliance with Technical Specifications" form and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is not being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

SUBMITTED BY: LEONARD MOTENS (Bidder)

Nine (9) New 2024 or newer Police Pursuit Rated SUV with Factory Police Package

SPECIFICATIONS

	<u>YES</u>	<u>NO</u>
1. Shall Be V-6	☒	☐
2. Pursuit Rated *	☒	☐
3. Automatic Transmission *	☒	☐
4. Certified Speedometer *	☒	☐
5. Front Bucket Seats (Cloth) *	☒	☐
6. Full Size Spare *	☒	☐
7. Electric Windows and Door Locks *	☒	☐
8. Shall Be All-Wheel Drive	☒	☐
9. Hands Free Calling (Bluetooth) *	☒	☐
10. Tilt Steering *	☒	☐
11. Back-Up Camera *	☒	☐
12. Keyless Entry W/Push Button Start/W 4 Key Fobs *	☒	☐
13. Cruise Control *	☒	☐
14. Rear A/C *	☒	☐
15. Dark Car Feature *	☐	☒ N/A
16. Back-Up Sensor *	☒	☐
17. Rear Camera On Demand *	☒	☐
18. Minimum 43 cubic feet cargo space behind second row of seating*	☒	☐

SPECIFICATIONS PAGE 2

Nine (9) Vehicles to be Equipped with the following:

	<u>YES</u>	<u>NO</u>
1. Wig-Wag Headlamps or LED's Mounted in Headlamp to Simulate Wig-Wag	☒	☐
2. All factory rear lights to flash with emergency lighting	☒	☐
3. 100 Watt Siren Speaker Mounted Behind Grille	☒	☐
Whelen Siren Model HHS 4200 with CANCTL6 control head mounted in Console with switch operation as followed:		
Setting 1: rear visor and all rear factory lights to flash		
Setting 2: all lights from setting 1, front visor, rocker panel lights, and factory daytime running lights that surround headlights to flash		
Setting 3: all lights from setting 1 & 2, and take down lights on front visor to flash	☒	☐
4. **hands free siren enabled for horn function**	☒	☐
In-Car Radio installed in console with antenna mounted on Roof rear. (Radio to be provided by the City of Paducah).	☒	☐
5.	☒	☐
6. 12V Power & Ground Wiring with (3) 12V Accessory Outlets Mounted in Console	☒	☐
Charge Guard Auto Shutoff Timer Mounted in Console with All Upfitter Installed	☒	☐
7. Equipment Powered by Charge Guard	☒	☐
Whelen Edge (Front)-XLP2-piece LED with Takedowns mounted top interior windshield, Red on Driver side and Blue on Passenger side	☒	☐
8. (IX34UFZRRRTTBBB)	☒	☐
Whelen Edge (Rear)-RTX Series Rear Facing Super-LED with Traffic Advisor mounted top interior rear lift gate glass, Red on Driver side and Blue on Passenger	☒	☐
9. Side (ISTRAY8RRRRBBBB)	☒	☐

Seven (7) Vehicles to be Equipped with the following extras for Patrol

	<u>YES</u>	<u>NO</u>
1. Factory installed LED Spotlight Mounted in Left A-Pillar	☒	☐
2. White Exterior Color	☒	☐
Whelen Strip-light plus duo red/blue-mounted on the interior of the rear passenger area, and facing out each of the rear side passenger windows in the Left and Right	☒	☐
3. sides, mounted on Bottom of glass	☒	☐
Whelen Tracer Red, Blue 60" LED Rocker Panel Lights. Duo-Color Capability (Red/white, Blue/white) mounted on the Right and Left side, lower rocker panel on	☒	☐
4. the pinch weld area	☒	☐
Sentina Single Prisoner Cell w/Full Replacement seat and center pull seat belts .	☒	☐
5. Door Panels and Rear Cargo Barrier. (Specific to Vehicle)	☒	☐
AXON camera system with cradle point router installed in vehicle. (Equipment to be provided by the City of Paducah)(Must be installed by an AXON certified	☒	☐
6. Installer).	☒	☐
Passenger Side Rear Door Locks, Windows and Inside Door Handle inoperable from rear seat (Drivers side rear door locks, windows, and inside door handle	☒	☐
7. remain operable)	☒	☐
8. Black Steel Wheels	☒	☐
Gamber Johnson Standard Console Box Kit with Magnetic Phone Holder, Cup	☒	☐
9. Holder, Printer Armrest, and Mongoose - 9" Locking Slide Arm with Short Clevis	☒	☐
Sentina Double T-Rail Vertical Weapons Locker System (Specific to Vehicle)	☒	☐
10. Handcuff style for both weapons.	☒	☐

SPECIFICATIONS PAGE 3

Two (2) Vehicle to be Equipped with the following extras for K-9 :

	<u>YES</u>	<u>NO</u>
1. Factory installed LED Spotlight Mounted in Left A-Pillar	☒	☐
2. White Exterior Color	☒	☐
Whelen Strip-light plus duo red/blue-mounted on the interior of the rear passenger area, and facing out each of the rear side passenger windows in the Left and Right	☒	☐
3. sides, mounted on Bottom of glass	☐	☐
Whelen Tracer Red, Blue 60" LED Rocker Panel Lights. Duo-Color Capability (Red/white, Blue/white) mounted on the Right and Left side, lower rocker panel on	☒	☐
4. the pinch weld area	☐	☐
AXON camera system with cradle point router installed in vehicle. (Equipment to be provided by the City of Paducah)(Must be installed by an AXON certified	☒	☐
5. installer).	☐	☐
Passenger and Driver Side Rear Door Locks, Windows and Inside Door Handle	☒	☐
6. inoperable from rear seat.	☐	☐
7. Black Steel Wheels	☒	☐
Gamber Johnson Standard Console Box Kit with Magnetic Phone Holder, Cup	☒	☐
8. Holder, Printer Armrest, and Mongoose - 9" Locking Slide Arm with Short Clevis	☐	☐
American Aluminum CamLock Valt System Item Code: VT UP (Specific to vehicle)	☒	☐
45"Wx24"Dx8"H w/Bracket, Locking System Keyed Alike, Mate Black Powder	☐	☐
9. Coating and Top Bracket	☒	☐
E/Z-Ride K9 Platform Unit Matte Black Powder Coated (vehicle specific) includes	☒	☐
10. window guards and door panels	☒	☐
11. Deluxe, Non-Toxic, Custom Fit Rubber Liner	☒	☐
12. Spill-proof, Bracket Mounted Aluminum Water Dish	☒	☐
13. HOT-N-POP K9 Unit (K9-A-201)	☒	☐
14. HOT-N-POP FAN (K9- A-301)	☒	☐

2 DODGE 0 DURANGO PURSUIT AWD 2 4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$43,075

DODGE DURANGO PURSUIT VEHICLE AWD
Exterior Color: White Knuckle Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Cloth Bucket Seats with Shift Insert
Engine: 3.6L V6 24V VVT Pentastar Engine with Stop/Start
Transmission: 8-Speed Automatic 650RE Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES

Blind Spot with Trailer Detection
Durango Pursuit Vehicle
Instrument Panel Mounted Electronic Shifter
Uppifter Electronic Module (VSIM)
Police ABS 4-Wheel Heavy-Duty Disc Brakes
Police-Tuned Suspension
Engine Hour Meter
Equipment Mounting Bracket
Secure Park Package
Police Mini-Console
Black Vinyl Floor Covering
Additional Key Fobs
130-MPH Maximum Speed Calibration
Auxiliary Switches
Advanced Multistage Front Air Bags
Supplemental Side-Curtain All-Row Air Bags
Supplemental Front Seat-Mounted Side Air Bags
ParkView® Rear Back-Up Camera
ParkSense® Rear Park-Assist with Stop
Blind-Spot and Cross-Path Detection
4-Wheel Traction Control
Enhanced Accident-Response System
Class IV Receiver-Hitch
Electronic Stability Control
24.6-Gallon Fuel Tank
Remote Keyless-Entry
Push-Button Start
220-Amp Alternator
Spot Lamp Wiring Prep

INTERIOR FEATURES

Uconnect® 4 with 8.4-Inch Touch Screen Display
Apple CarPlay®
Google Android Auto™
SiriusXM® with 3-Month Radio Sub Call 800-643-2112

Integrated Voice Command
Steering-Wheel-Mounted Audio Controls
8-Way Power Driver and Manual Passenger Seats
4-Way Power Lumbar Adjustable Driver Seat
A/C with 3-Zone Automatic Temperature Control
Tilt / Telescope Steering-Column
Tire Pressure Monitoring Display

EXTERIOR FEATURES

18-Inch x 8.0-Inch Black Steel Wheels
Bright Hub Caps
255/60R18 BSW On/Off Road Tires
Full-Size Spare Tire with Matching Wheel
Heated Exterior Mirrors
Rear Window Wiper / Washer

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 26Z \$640
Black Left LED Spot Lamp

Destination Charge \$1,595

TOTAL PRICE: * \$45,310

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY**

Assembly Point/Port of Entry: DETROIT, MICHIGAN, U.S.A.
VIN: 1C4-RDJF6RC-240705 LA-VON 9103 0708-0



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES, AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

For more information visit: www.dodge.com
or call 1-800-4ADODGE

FCA US LLC

EPA
DOT

Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.

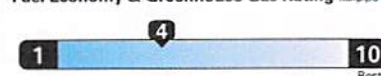
18 MPG
combined city/hwy
17 city 21 highway
5.6 gallons per 100 miles

Standard SUV 4WD range from 11 to 100 MPGe.
The best vehicle rates 140 MPGe.

**You spend
\$5,250
in fuel costs
over 5 years
compared to the
average new vehicle.**

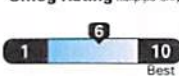
**Annual fuel cost
\$3,000**

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



This vehicle emits 486 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fuelconomy.gov

Smog Rating (tailpipe only)



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and cost \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 69%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO: 22%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.
FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
DETROIT, MICHIGAN, U.S.A.
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: UNITED STATES



VEHICLE PROTECTION
A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

LINWOOD MOTORS
3345 PARK AVE
PADUCAH, KY 420014039

Priced Order Confirmation (POC)

Date Printed:	2024-07-09 3:15 PM	VIN:	1C4RDJFG6RC240705	Quantity:	01
Estimated Ship Date:	2024-07-03 2:00 AM	VON:	60609103	Status:	KZ - Released by plant and invoiced
Date Ordered:	2024-03-28 4:34 PM	Ordered By:	S33385P	FAN 1:	00KDA City of Paducah KY
				FAN 2:	
				Client Code:	
				Bid Number:	TB4066
				PO Number:	

Sold to:
LINWOOD MOTORS (60260)
3345 PARK AVE
PADUCAH, KY 420014039

Ship to:
LINWOOD MOTORS (60260)
3345 PARK AVE
PADUCAH, KY 420014039

Vehicle: 2024 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,075
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	LNF	Black Left LED Spot Lamp	640
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RG	June Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB4066	Government Incentives	0
Special Equipment:	99595B		0
	99595A		0
Destination Fees:			1,595
Total Price:			<u>45,310 .</u>

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Salesperson:

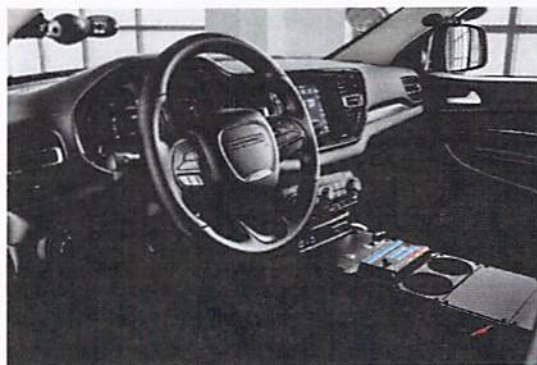
Customer Name:

Customer Address:

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

2024 DODGE DURANGO PURSUIT



SELECT FEATURES

8-speed Automatic Transmission with Instrument Panel-Mounted Shift Lever
 255/60R18BSW On/Off-Road Tires - V-speed rating
 All-Wheel Drive (AWD) System - Single-speed (two-speed available on V8)
 Alternator - 220-amp, heavy-duty
 Auxiliary Power Outlet - 12-volt
 Battery - 650-amp (Standard), 800-amp (Available with 5.7L HEMI® V8)
 Brakes - Antilock four-wheel disc, heavy-duty BR9 brake system
 Engine Hour Meter/Engine Idle Hour Meters
 Glass - Deep-tint sunscreen on rear doors, quarter panels and rear liftgate
 Headliner with Two Red/White LED Dome Lamps
 Heavy-Duty Engine Cooling Package
 Mini Center Floor Console, Police
 Push-Push Fuel-Filler Door
 Rear Load-Leveling Suspension
 Speed Control
 Steel Wheels with Chrome Center Caps
 Tri-Zone Air Conditioning with Air Filtration
 Vehicle System Interface Module (VSIM)
 Vinyl Floor Covering

SAFETY & SECURITY

Active Head Restraints[®]
 Air Bags[®] - Advanced multistage driver's and front-passenger, advanced side-curtain and supplemental front-seat side
 Four-Wheel Disc Antilock Brake System with Electronic Brake-Force Distribution
 ParkView[®] Rear Back-Up Camera[®] with ParkSense[®] Rear Park Assist[™]
 Rain Brake Support
 Ready Alert Braking
 Trailer Sway Control[®]

ENGINES	HORSEPOWER ^{***}	TORQUE ^{***}
3.6L Pentastar [®] V6 AWD	293 hp @ 5,400 rpm	260 lb-ft @ 4,000 rpm
5.7L HEMI V8 AWD	360 hp @ 5,150 rpm	390 lb-ft @ 4,250 rpm

FUEL ECONOMY ^{***}	CITY/Hwy
Fuel Economy (manufacturer's-estimated mpg)	
- 3.6L Pentastar V6 AWD	18/25
- 5.7L HEMI V8 AWD	14/22

EXTERIOR DIMENSIONS¹

Wheelbase	119.6
Overall Length	200.8
Overall Width	85.5
Overall Height	72.9
Running Ground Clearance	8.1
Approach Angle	20
Departure Angle	21.5
Breakover Angle	18.1
Front Track	63.9
Rear Track	64.1
Base Curb Weights (lb) - 3.6L Pentastar V6 AWD	4,929
- 5.7L HEMI V8 AWD	5,214

TOWING^{***}

Tow Class (max)	III
Maximum Towing (lb) - 3.6L Pentastar V6 AWD	6,200
- 5.7L HEMI V8 AWD	7,200

INTERIOR DIMENSIONS¹

First Row	
- Headroom	39.9
- Legroom	40.3
- Shoulder room	58.5
- Hip room	57
Second Row	
- Headroom	39.8
- Legroom	38.6
- Shoulder room	57.7
- Hip room	55.5
Cargo Volume (cu ft) - Behind second row	43.3
- Behind front-row seats with rear seats folded	85.1
Seating Capacity (max occupants)	5
Fuel Tank Capacity (gals)	24.6

¹Based on 2023¹ vehicle information. All dimensions are in inches unless otherwise noted.

2024 DODGE DURANGO PURSUIT

EXTERIOR PAINT COLORS



STANDARD FEATURES AND OPTIONS

CPOS

ENGINES/TRANSMISSION

- 3.6L Pentastar® V6 with Engine Stop/Start (ESS) Technology and 8-speed Automatic (ERC)
- 5.7L HEMI® V8 with 8-speed Automatic (EZH)

MECHANICAL FEATURES

- All-Wheel-Drive (AWD) Systems – Single-speed, full-time AWD Includes MP 3010 transfer case (DHY)
- Two-speed, active on-demand AWD (packaged with 5.7L HEMI V8 and Trailer Tow Group IV) (DKA)
- Alternator – Heavy-duty 220-amp (BAJ)
- Battery – 650-amp (packaged with 3.6L Pentastar V6 and ESS technology) (HC2)
- 800-amp (packaged with 5.7L HEMI V8) (BCF)
- Brakes – Police Antilock Brake System four-wheel heavy-duty disc (BR9)
- Engine Cooling – Upgraded heavy-duty (NMC)
- Exhaust System – Single rear exhaust on right side
- Dual rear exhaust with Bright tips (packaged with 5.7L HEMI V8) (NEX)
- Fuel Tank – 24.6-gallon with push-push fuel-filler door (NF4)
- Instrument-Panel-Mounted Stalk Shifter (XE2)
- Suspension – Rear load-leveling (SES)
- Police-tuned (SDB)
- Wiring Prep – Exterior spot lamp (LNQ)

EXTERIOR FEATURES

- 255/60R18BSW On-/Off-Road Tires – V-speed rating (TXQ)
- Doors – Driver's- and passenger-side ballistic panel (XDG/XDV)
- Fascias – Accent-color lower, Body-color upper (MLX/MBP)
- Grille – Gloss Black with Granite Inner (MAK)

Pursuit

2B2/222

STANDARD FEATURES AND OPTIONS

CPOS

EXTERIOR FEATURES (CONTINUED)

- License Plate Bow – Chrome, with Dodge logo, license plate lamps and lock button (MDA)
- Liftgate Spoiler – Body-color, includes Center High-Mounted Stop Lamp (CHMSL)
- Lighting – LED daytime running headlamps (LMZ)
- Automatic headlamps (on/off) activate when ambient light is at low levels, includes headlamps-on-with-wipers feature (LMG)
- LED low-/high-beam headlamps (LM6)
- Black headlamp bezels (MFA)
- Spot lamp wiring prep (LNQ)
- Mirrors – Power, manual, foldaway with heating element (GYS)
- Sill Moldings – Accent-color with Bright Insert (MRF)
- Wheels – 18-inch Technical Gray (WPI)
- 18-inch Black Steel (WBN)
- Wheel Lip Moldings – Accent-color (MRD)
- Wiper System – Front, variable/intermittent with 1-gallon fluid capacity (JHA)
- Rear, with fixed intermittent and continuous speeds, with washer (JHB)

INTERIOR FEATURES

- 7-inch Thin Film Transistor (TFT) Reconfigurable Digital Gauge Cluster – Includes custom-programmable features (JAJ)
- Air Conditioning – Tri-Zone automatic temperature control, includes infrared sensors and rear-seat outlets (HAH)
- Dodge Air Filtration System (JMA)
- Cargo Area – Carpeted, with storage tray and cargo tie-down loops in floor, driver's-side storage bin and 12-volt auxiliary power outlet (CKT/CLG/CKN/JJM/LBC)
- Consoles – Overhead front with two LED map lamps and dome lamp with Red and White lighting (GUN)
- Full-length front floor with two illuminated cup holders and two-tier armrest storage (CUF)
- Floor – Vinyl covering, Black (CKJ)

Pursuit

2B2/222

* = Standard, O = Optional, P = Available with Package noted, F = Fleet only.

2024 DODGE DURANGO PURSUIT

STANDARD FEATURES AND OPTIONS

CPOS

INTERIOR FEATURES (CONTINUED)

Lighting – Glove box lamp, front fixed LED map lamps, second-row directional LED map lamps, courtesy door lamps, overhead console, rear-passenger overhead reading/courtesy lamps, cargo compartment lamp, Sapphire Blue Interior switch lighting, and Sapphire Blue ambient LED lighting for the front door, inside handles and map pockets

Mini Police Console (CZX)

Power Outlets – Two 12-volt, located on the instrument panel and in the rear cargo compartment (JKP/JJM)

Rear Air Conditioning with Headliner Vents and Rear-Seat Controls (HBB)

Rearview Mirror – Day/night (GNK)

Seating – Five-passenger configuration only (CYD)

Seats – Bucket with Carolina mesh/shirt cloth in Black (*CS)

– Cloth bucket with rear vinyl (*A7)

– Power-adjust eight-way driver's and manual-adjust passenger (LPR)

– Power four-way driver's lumbar-adjust (LPU)

– Front-passenger fold-flat (COW)

Seats, Second-Row – 60/40-split Fold-and-Tumble, with head restraints¹ for the outboard seating positions (CFN)

Steering Wheel – Premium-wrapped, with audio and speed controls (RDZ)

– Tilt/telescoping steering column (SUD)

UCONNECT[®] MULTIMEDIA

Media Hub – Includes two USB ports and an auxiliary jack (RSF)

Speakers – Six (two instrument-panel-mounted 2.5-inch tweeters, two front-door 6" x 9-inch full-range speakers and two rear-door 6.5-inch full-range speakers) (RCG)

Uconnect 4 with 8.4-inch Display – Includes Android Auto[™] and Apple CarPlay[™] compatibility and Integrated Voice Command (UAM)

Uconnect 5 NAV with 10.1-inch Display – Includes Android Auto[™] and Apple CarPlay[™] compatibility and Integrated Voice Command (UBN)

Pursuit

2BZ/222

STANDARD FEATURES AND OPTIONS

CPOS

SAFETY & SECURITY

Air Bags^{2,3} – Advanced multistage driver's and front-passenger; inflate with a force appropriate to the severity of the frontal or near-frontal impact (CG3)

– Advanced side-curtain; provide additional protection to front and rear outboard occupants in the event of a rollover (CJ5)

– Advanced supplemental front-seat-side; provide additional protection in the event of a side-impact collision (CG5)

– Driver's-side inflatable knee bolster (CGY)

Blind Spot Monitoring (BSM)⁴ and Rear Cross-Path Detection System⁵ (XAN)

Electronic Stability Control (ESC)⁶ – Includes Vehicle Stability Management System, Electronic Roll Mitigation, All-Speed Traction Control, Brake Assist and four-channel Anti-lock Brake System (ABS) (BNB)

Hill Start Assist – Prevents vehicle from rolling back for two seconds when starting on an incline (BNG)

Keyless Enter[™] 'n Go[™] – Push-button ignition system with proximity entry; driver can leave the key fob in pocket or purse; the doors are unlocked by touching the exterior door handle, and the vehicle will start with the push of a button on the instrument panel when the brake pedal is depressed (GX4)

ParkView[®] Rear Back-Up Camera⁷ – Includes ParkSense[®] Rear Park Assist⁷ (XAC/XHG)

Ready Alert Braking – Anticipates situations when the driver may initiate an emergency stop and uses the ESC⁶ pump to set the brake pads against the rotors, decreasing the time required for full brake application (BMD)

Sentry Key[®] Anti-theft Engine Immobilizer – Electronic transponder in key determines if valid key is being used to start the vehicle (GXX)

Trailer Sway Control⁸ – Works in tandem with ESC⁶ to help improve handling in adverse towing conditions caused by crosswinds and traffic (BNT)

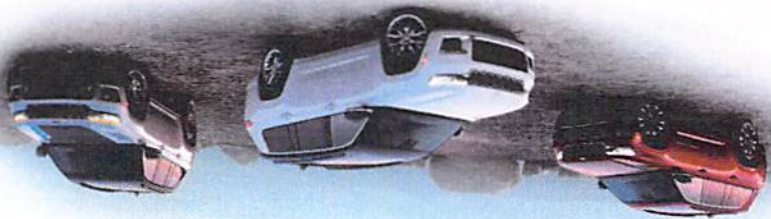
PACKAGE/EQUIPMENT GROUP

Skid Plate Group – Includes skid plates for the fuel tank, transfer case, front suspension and front tow hooks (ADL)

Pursuit

2BZ/222

* = Standard O = Optional P = Available with Package(s) F = Fleet only



FLEET & BUSINESS SOLUTIONS



**FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)**

THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a 2016 through 2021 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

YOUR LEGAL RIGHTS UNDER THIS LIMITED WARRANTY

This warranty is the express warranty FCA US LLC ("FCA") makes for your vehicle. This warranty gives you specific legal rights. You may also have other rights that vary from state to state. For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by this express written warranty.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and FCA completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Incidental and Consequential Damages Not Covered

Your warranty does not cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward. Examples of such damages include: (a) lost time; (b) inconvenience; (c) the loss of the use of your vehicle; (d) the cost of rental vehicles, gasoline, telephone, travel, or lodging; (e) the loss of personal or commercial property; and (f) the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

Persons to Whom the Limited Warranty is Offered

This Limited Warranty is provided to owners of a 2016 through 2021 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

What This Limited Warranty Extension Covers

This Powertrain Limited Warranty is a part of your New Vehicle Limited Warranty. It extends the 5 year or 60,000 mile powertrain limited warranty on mechanical components of the vehicle to 5 years from the in service date of the vehicle or 100,000 miles on the odometer, whichever comes first. It covers the cost of all parts and labor needed to repair a powertrain component listed below that is defective in workmanship and materials

Please keep this letter in your glove box along with your vehicle's other warranty information for future reference if necessary. All the other terms and conditions and the "What's Not Covered" items of your warranty remain the same as stated in your Warranty Information book.

Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US LLC

Gasoline Engine: Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Timing Chain, Timing Belt, Gears and Sprockets; Vibration Damper; Oil Pump, Water Pump and Housing; Intake and Exhaust Manifolds; Flywheel with Starter Ring Gear; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Turbocharger Wastegate Actuator; Supercharger; Serpentine Belt Tensioner; Seals and Gaskets for listed components only.

Transmission: Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Speed Sensors; Pressure Sensors; Transmission Control Module; Bell Housing; Oil Pan; Seals and Gaskets for listed components only.
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive: Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets for listed components only.
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

All-Wheel Drive (AWD): Power Transfer Unit and all Internal Parts; Viscous Coupler; Axle Housing and all Internal Parts; Constant Velocity Joints and Boots; Drive Shaft and Axle Shaft Assemblies; Differential Carrier Assembly and all Internal Parts; Output Ball Bearing; Output Flange; End Cover; Overrunning Clutch; Vacuum Motor; Torque Tube; Pinion Spacer and Shim; Seals and Gaskets for listed components only.

Rear Wheel Drive: Rear Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets for listed components only.

Four-Wheel Drive (4x4): Transfer Case and all Internal Parts; transfer case control module and shift mode motor assembly Axle Housing and all Internal Parts; Axles Shafts; Axle Shaft Bearings; Drive Shafts Assemblies (Front and Rear); Drive Shaft Center Bearings; Universal Joints and Yokes; Disconnect Housing Assembly; Seals and Gaskets for the listed components only.

HOW TO GET WARRANTY SERVICE

Where to Take Your Vehicle

In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes): Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

In Canada and Mexico: If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your FCA US warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

WHAT IS NOT COVERED UNDER THIS FCA US LLC LIMITED WARRANTY

Some Modifications Don't Void the Warranty But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void this warranty. Examples of some of these changes are: (a) installing non-FCA US LLC ("FCA") parts, components, or equipment (such as a non-FCA radio or speed control); and (b) using special non-FCA materials or additives.

But your warranty does not cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor does it cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-FCA parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-FCA parts. Repairs or adjustments caused by their use are not covered under your warranty. Examples of the types of alterations not covered are: (a) installing accessories - except for genuine FCA / MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer; (b)

FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)

applying rustproofing or other protection products; (c) changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or (d) using any refrigerant that FCA has not approved.

Environmental Factors Not Covered

Your warranty does not cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor does your warranty cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranty does not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

Maintenance Costs Not Covered

Your warranty does not cover the costs of repairing damage caused by poor or improper maintenance. Nor does it cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranty does not cover the costs of your vehicle's normal or scheduled maintenance - the parts and services that all vehicles routinely need. Some of these parts and services, which your warranty does cover, include: (a) lubrication; (b) engine tune-ups; (c) replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair); (d) cleaning and polishing; and (e) replacing worn wiper blades, worn brake pads and linings, or clutch linings.

Racing Not Covered

Your warranty does not cover the costs of repairing damage or conditions caused by racing, nor does it cover the repair of any defects that are found as the result of participating in a racing event.

Certain Kinds of Corrosion Not Covered

Your warranty does not cover the following: (a) corrosion caused by accident, damage, abuse, or vehicle alteration; (b) surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones; (c) corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and (d) corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by FCA.

Other Exclusions

Your warranty does not cover the costs of repairing damage or conditions caused by any of the following: (a) fire or accident; (b) abuse or negligence; (c) misuse - for example, driving over curbs or overloading; (d) tampering with the emission systems, or with a part that could affect the emission systems; (e) use of used parts, even if they were originally supplied by FCA (however, authorized FCA / MOPAR remanufactured parts are covered); (f) windshield or rear window damage from external objects; (g) any changes made to your vehicle that don't comply with Chrysler; or (h) using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if: (a) the vehicle is declared to be a total loss by an insurance company; (b) the vehicle is rebuilt after being declared to be a total loss by an insurance company; or (c) the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

FCA will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

Restricted Warranty

Your warranty can also be restricted by FCA. FCA may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by FCA before covered repairs are performed.

Registration and Operation Requirements

This Limited Warranty covers your vehicle only if: (a) it is registered in the U.S.; (b) it is driven mainly in the U.S. or Canada, and (c) it is operated and maintained in the manner described in your Owner's Manual.

There is no Limited Warranty coverage on your Vehicle if it is sold, registered or operated, other than temporarily, by you, outside of the United States (including the 50 states, the District of Columbia, Puerto Rico, or Guam).

Other Terms of These Limited Warranties

Punitive, exemplary or multiple damages may not be recovered unless applicable state or local law prohibits this disclaimer. No person, including FCA US LLC employees or dealers, may modify or waive any part of this Limited Warranty.

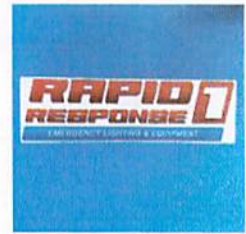
General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and FCA US concerning your maintenance of your vehicle, FCA US will require you to provide proof that your vehicle was properly maintained.

ESTIMATE

Rapid Response-1, LLC
1031 Washington St
Paducah, KY 42003

brad@rapidresponse-1.com
+1 (270) 933-1111



Bill to

JAKE BRENNINGMEYER
LINWOOD MOTORS
3345 PARK AVE.
PADUCAH, KY 42001

Ship to

JAKE BRENNINGMEYER
LINWOOD MOTORS
3345 PARK AVE.
PADUCAH, KY 42001

Estimate details

Estimate no.: 1114

Estimate date: 07/08/2024

K-9

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.			Up-Fit (1) K-9 Unit				
2.		NEW	Whelen Inner Edge Red/Blue W/Take Down		1	\$1,500.00	\$1,500.00
3.		NEW	Whelen Inner Edge Red/Blue		1	\$1,200.00	\$1,200.00
4.		NEW	Whelen Tracers Red/Blue/White		2	\$1,200.00	\$2,400.00
5.		NEW	Whelen Strip lite Plus		4	\$175.00	\$700.00
6.		NEW	Whelen Speaker and Durango Bracket		1	\$300.00	\$300.00
7.		NEW	Whelen Siren/Light Controller		1	\$875.00	\$875.00
8.		NEW	American Aluminum Vault System		1	\$1,800.00	\$1,800.00
9.		NEW	American Aluminum K-9 Kennel		1	\$3,300.00	\$3,300.00
10.		NEW	Hot-N-Pop System W/ Fan		1	\$3,700.00	\$3,700.00
11.		NEW	Gamber Johnson Console W/Armrest Printer		1	\$1,500.00	\$1,500.00
12.		NEW	Speed Turtle		1	\$250.00	\$250.00
13.		NEW	Charge Guard		1	\$225.00	\$225.00
14.		4797 STOCK PARTS	Misc. Shop Materials		1	\$350.00	\$350.00

15.	FREIGHT	Freight	1	\$500.00	\$500.00
16.	4795 LABOR SALES	Labor	1	\$2,400.00	\$2,400.00
Total					\$21,000.00

ESTIMATE

Rapid Response-1, LLC
1031 Washington St
Paducah, KY 42003

brad@rapidresponse-1.com
+1 (270) 933-1111



Bill to
JAKE BRENNINGMEYER
LINWOOD MOTORS
3345 PARK AVE.
PADUCAH, KY 42001

Ship to
JAKE BRENNINGMEYER
LINWOOD MOTORS
3345 PARK AVE.
PADUCAH, KY 42001

Estimate details

Estimate no.: 1113
Estimate date: 06/28/2024

PATROL

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.			Up-fit (1) Durango Patrol Unit				
2.		NEW	Whelen Front Inner Edge Red/Blue W/Take Downs		1	\$1,500.00	\$1,500.00
3.		NEW	Whelen Rear Inner Edge Red/Blue		1	\$1,200.00	\$1,200.00
4.		NEW	Whelen Tracer Red/Blue/White		2	\$1,200.00	\$2,400.00
5.		NEW	Whelen Strip Lite Plus Red/Blue		4	\$175.00	\$700.00
6.		NEW	Whelen Siren/Light Controller		1	\$900.00	\$900.00
7.		NEW	Whelen Speaker W/ Durango Bracket		1	\$300.00	\$300.00
8.		NEW	Setina Front Partition		1	\$1,300.00	\$1,300.00
9.		NEW	Setina Rear Partition W/Replacement Rear Seat		1	\$1,600.00	\$1,600.00
10.		NEW	Setina Dual Gun Lock and Partition Brackets		1	\$750.00	\$750.00
11.		NEW	Setina Window Bars		1	\$300.00	\$300.00
12.		NEW	Setina Door Panel		1	\$300.00	\$300.00
13.		NEW	Gamber Johnson Console W/Printer Armrest		1	\$1,500.00	\$1,500.00

14.	NEW	Speed Turtle	1	\$250.00	\$250.00
15.	NEW	Charge Guard	1	\$225.00	\$225.00
16.	4797 STOCK PARTS	Misc. Shop Materials	1	\$150.00	\$150.00
17.	FREIGHT	Freight	1	\$500.00	\$500.00
18.	4795 LABOR SALES	Labor	1	\$1,800.00	\$1,800.00
Total				\$15,675.00	



LINWCHR-01

BLENTINI JONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2024

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

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

PRODUCER
NavSav Tennessee
6250 Delaware Street
Suite B
Beaumont, TX 77706

CONTACT Zach Hickson**NAME:****PHONE**
(A/C, No, Ext): (317) 965-2152**FAX**
(A/C, No):**E-MAIL**
ADDRESS: zhickson@universalinsgroup.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Continental Casualty Company

20443

INSURER B: The Continental Insurance Co.

35289

INSURER C: ClearPath Insurance Company

16273

INSURER D: Columbia Insurance Group

40371

INSURER E:**INSURER F:**

INSURED
Linwood Chrysler Dodge Hyundai, LLC
Park Ave Real Estate
3345 Park Ave
Paducah, KY 42001

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			AYA737206458	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AYA737206458	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			AYU7372064575	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC10904794-1	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Garagekeepers			AYN737206461	7/1/2024	7/1/2025	See Below Breakdown 1,300,000

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

Certificate Holder is listed as Mortgagee / Loss Payee - 3345 Park Ave, Paducah, KY 42001.

Garagekeepers -

Location 1 - 3345 Park Avenue; Paducah, KY - \$500,000 Limit

Location 2 - 2007 State Route 45 N.; Mayfield, KY - \$500,000 Limit

Location 3 - 1534 E. 5th Street; Metropolis, IL - \$300,000 Limit

CERTIFICATE HOLDER

Community Financial Services Bank
PO Box 467
Benton, KY 42067

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Zach Hickson

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Purchase of Rollout Containers, Lids, & Replacement Parts from Toter, Inc. in an amount not to exceed \$300,000 - **C. YARBER**

Category: Municipal Order

Staff Work
By: Latrisha
Pryor
Presentation
By: Chris
Yarber

Background Information: Equipment available under National Intergovernmental Purchasing Alliance (IPA) Contract Number 171717, therefore, competitive bidding is not required. Thus, requesting authorization be given to allow purchases not to exceed \$300,000 for rollout containers, lids, and additional replacement parts from Toter, Inc., throughout FY2025 for the Solid Waste Division.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

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

Account Number: 50002209 - 542190

Staff Recommendation: That the City of Paducah hereby authorizes the execution of the Master Intergovernmental Cooperative Purchasing Agreement with Omnia Partners (National Intergovernmental Purchasing Alliance). Further, the Finance Director is authorized to make payment to Toter, Inc. for the purchase of rollout containers, lids, and replacement parts for the 2024-2025 fiscal year, in an amount not to exceed \$300,000, and authorizes the Mayor to execute all documents related to same. These containers and accessories will be used by customers within the City limits of Paducah served by the Solid Waste Division, Public Works Department. This purchase is made in compliance with the National Intergovernmental Purchase Alliance (IPA) Contract Number 171717.

Attachments:

1. MO - refuse-rollout containers FY2025

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH OMNIA PARTNERS AND AUTHORIZING THE PURCHASE OF ROLL-OUT CONTAINERS, LIDS, AND ADDITIONAL REPLACEMENT PARTS OFF OF THE OMNIA PARTNERS COOPERATIVE PURCHASING CONTRACT WITH TOTER, INC., IN AN AMOUNT NOT TO EXCEED \$300,000 FOR THE PUBLIC WORKS SOLID WASTE DIVISION

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

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

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

WHEREAS, in order to allow the purchase for additional roll-outs, lids and replacement parts as necessary, the Solid Waste Division is requesting that authorization be given to allow purchases in an amount not to exceed \$300,000.

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

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

SECTION 2. That the City of Paducah hereby authorizes the Finance Director to make payment to Toter, Inc. for the purchase of roll-out refuse containers, lids and replacement parts for Fiscal Year 2025, in an amount not to exceed the City's budgeted amount of \$300,000 and authorizes the Mayor to execute all documents related to same. This purchase is made in compliance with Omnia Partners Contract Number 171717.

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

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, August 13, 2024
Recorded by Lindsay Parish, City Clerk, August 13, 2024
\mo\refuse-rollout containers FY2025

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Approve the purchase of Christmas decor from Holiday Outdoor Decor through Buy Board, National Purchasing Cooperative in the amount of \$48,554.00 . - **C. YARBER**

Category: Municipal Order

Staff Work By:
Presentation
By: Chris
Yarber

Background Information: On August 1, 2024, a quote was received from Holiday Outdoor Decor for \$48,554.00 for the purchase of Christmas decor for use by the Public Works Department Maintenance Division to be placed along Walter Jetton Blvd and Jefferson Street. All decor is purchased through the Buy Board, National Purchasing Cooperative that was approved through MO 2912.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: PROJECT ACCT

Account Number: PF0070

Staff Recommendation: Approve a Municipal Order to purchase Christmas decor from Holiday Outdoor Decor in the amount of \$48,554.00 under the Buy Board, National Purchasing Cooperative interlocal participation agreement. To be used by the Public Works Department Maintenance Division to be placed along Walter Jetton Blvd and Jefferson Street.

Attachments:

1. MO - purchase - Christmas Decor - Walter Jetton and Jefferson
2. Holiday Outdoor Decor quote
3. MO #2912

MUNICIPAL ORDER NO. ____

A MUNICIPAL ORDER APPROVING THE PURCHASE OF CHRISTMAS DÉCOR FROM HOLIDAY OUTDOOR DÉCOR THROUGH BUY BOARD, NATIONAL PURCHASING COOPERATIVE IN THE AMOUNT OF \$48,554, AND AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS RELATED TO SAME

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

SECTION 1. On August 1, 2024, a quote was received from Holiday Outdoor Décor in the amount of \$48,554, to purchase Christmas Décor to be used by the Public Works Department, Maintenance Division, to be placed along Walter Jetton Boulevard and Jefferson Street.

SECTION 2. This purchase is being made through the Buy Board National Purchasing Cooperative Agreement that was approved by Municipal Order #2912.

SECTION 3. The Mayor is hereby authorized to execute all documents related to this purchase.

SECTION 4. This purchase shall be charged to Project Account PF0070.

SECTION 5. This Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, August 13, 2024
Recorded by Claudia S. Meeks, Assistant, City Clerk, August 13, 2024
\mo\purchase Christmas décor – Walter Jetton and Jefferson



Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 8/1/2024
Expiration Date 8/30/2024
Quote Number 00019096

Prepared By Robb Tweedy
Email rtweedy@holidayoutdoordecor.com

Bill to Phone 270-444-8690
Email nichutchison@paducahky.gov

Account Name Paducah, City of
Bill To Name Nic Hutchison
Bill To P O BOX 2307
Paducah, Kentucky 42002
United States

Ship To Name Nic Hutchison
Ship To Phone 270-444-8690
Ship To 300 S. 5th Street
PADUCAH, Kentucky 42002
United States

Product Code	Product	Product Line Description	Line Item Description	Price	Quantity	Total Price
PM-SLB-GCB60-MC	5' Garland Christmas Ball - Pole Mount - 37 C9 Multi Color LED	5' Garland Christmas Ball - Pole Mount - 37 C9 Yellow, Green, and Red, LED - 22lbs - 21.46Watts	Orange lamps for the stripes	\$511.00	7.00	\$3,577.00
PM-SLB-GJBHL72-MC	6' Garland Joyful Bell w/Holly Leaves Pole Mount, 49 C9 Multicolor LED	6' Garland Joyful Bell w/Holly Leaves Pole Mount, 49 C9 Multicolor LED	Orange Lamps for the two stripes	\$701.00	13.00	\$9,113.00
PM-SLB-LBG72-MC	6' Garland Lighted Holiday Bell Pole Mount, 28 C9 in Green and Red	6' Lighted Holiday Bell with Garland. Measures 4.5'x6'. With 28 C-9 Lamps in Red and Green LED		\$406.00	19.00	\$7,714.00
PM-SLB-GHPA96-MC	8' Garland Holiday Poinsettia w/ Stem Pole Mount, 65 C9 Lamps in Red, Yellow, Green. LED.	8' Garland Holiday Poinsettia w/ Stem Pole Mount. Measures 5.2'W x 8'H with 65 C9 Lamps in Red, Yellow, Green. LED. Weighs 35.2 lbs.		\$810.00	13.00	\$10,530.00
PM-SLB-GZZT96-MC	8' Garland Zig Zag Tree Pole Mount 57 C9 Multi Color LED	8' Garland Zig Zag Tree Pole Mount. Measures 8'H x 5'W with 57 C9 Multicolor Lamps. Weighs 32.1 lbs. LED.	Orange lamps in star	\$741.00	20.00	\$14,820.00

Account Terms NET 30 DAYS

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

- 15% Restocking fee on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

• Please refer to our Terms and Conditions, [here](https://holidayoutdoordecor.com/terms-conditions/) or at <https://holidayoutdoordecor.com/terms-conditions/>



SHIPPING	SHIPPING		\$2,800.00	1.00	\$2,800.00
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- Applicable Sales Tax will be added to Final Invoice
- All shipping is estimated at time of order. Actual shipping costs may vary.

Subtotal	\$48,554.00
Total Price	\$48,554.00
Grand Total	\$48,554.00

Account Terms NET 30 DAYS

- 15% Restocking fee on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

- Please refer to our Terms and Conditions, [here](https://holidayoutdoordecor.com/terms-conditions/) or at <https://holidayoutdoordecor.com/terms-conditions/>

MUNICIPAL ORDER NO. 2912

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY,
AUTHORIZING AND APPROVING AN INTERLOCAL PARTICIPATION
AGREEMENT FOR COOPERATIVE PURCHASING WITH BUY BOARD,
NATIONAL PURCHASING COOPERATIVE, AND AUTHORIZING THE
EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, KRS 45A.295 & KRS 45A.300 allow for Local Governments to enter into cooperative purchasing agreements for the purchase of certain goods and services with an Interlocal Participation Agreement entered into between the participants; and

WHEREAS, the City desires to enter into an Interlocal Contract for Cooperative Purchasing with Buy Board for said purpose.

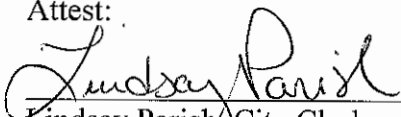
NOW THEREFORE, BE IT ORDERED BY THE CITY COMMISSION OF THE CITY OF PADUCAH, KENTUCKY, AS FOLLOWS:

SECTION 1. Recitals and Authorization. The City hereby authorizes and approves an Interlocal Contract for Cooperative Purchasing by and between the City of Paducah and Buy Board in substantially the same form attached hereto and made part hereof as **Exhibit A**. Further, the Mayor of the City is hereby authorized to execute the Interlocal Participation Agreement and all documents relating to same with such changes in the agreements not inconsistent with this Municipal Order and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City.

SECTION 2. Effective Date. 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, June 25, 2024
Recorded by Lindsay Parish, City Clerk, June 25, 2024
\\mo\ Interlocal Cooperative Purchasing – Buy Board

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Authorize the Acceptance of a Mellon Foundation Grant in the Amount of \$1.34 Million on behalf of the Uppertown Heritage Foundation - **H. REASONS**

Category: Municipal Order

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

Background Information: The Mellon Foundation Humanities in Place Grant Program "supports a fuller, more complex telling of American histories and lived experiences by deepening the range of how and where our stories are told and by bringing a wider variety of voices into the public dialogue. Working with media, heritage and public spaces, history museums and other institutions, and conveners of shared experiences—including the digital or ephemeral—we strive to expand the public expression of the histories that have made us and the values we hold. Our program works across and within diverse communities, encouraging bold, innovative rethinking of past practice, as well as visionary new approaches for how to collectively understand, uplift, and celebrate more complete stories about who we are."

The City of Paducah requested \$1.34 million for capital improvements to the Hotel Metropolitan and Purple Room and to build the capacity of their Board and organization. The Board of Commissioners approved the application with MO 2886 on April 23, 2024. There is no match required for this grant.

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

If yes, please list the Commission Priority: Southside Enhancements

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the grant from the Mellon Foundation and the Mayor to sign all documentation related to same.

Attachments:

1. MO - accept -Mellon Foundation Grant - Hotel Metropolitan

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
ALL DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDS
THROUGH THE MELLON FOUNDATION HUMANITIES IN PLACE
GRANT PROGRAM IN THE AMOUNT OF \$1,340,000 FOR CAPITAL
IMPROVEMENTS TO THE HOTEL METROPOLITAN AND PURPLE
ROOM AND TO BUILD THE CAPACITY OF THEIR BOARD AND
ORGANIZATION**

WHEREAS, on April 23, 2024, the Board of Commissioners approved Municipal Order No. 2886, which authorized the submission of a Mellon Foundation Humanities in Place Grant, which has now been awarded to the City of Paducah; and

WHEREAS, the City has been notified of a total award of \$1,340,000 which requires no local match; however, the City pledged an amount of \$250,000 in FY25, and subsequent amounts in the amount of \$250,000 per year for FY26 and FY27, contingent upon approval through the annual budgeting process. This funding is also contingent upon approval of a Co-Stewardship Agreement between the City of Paducah and the Uppertown Heritage Foundation; and

WHEREAS, the City of Paducah now wishes to accept all awarded grant funds.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$1,340,000 through the Mellon Foundation Humanities in Place Grant, for capital improvements to the Hotel Metropolitan and Purple Room and to build the capacity of their board and organization.

SECTION 2. That the Mayor is hereby authorized to execute the grant agreement and all documents related to same, as authorized in Section 1, above.

SECTION 3. There is no local match required; however, the City pledged an amount of \$250,000 in FY25, and subsequent amounts in the amount of \$250,000 per year for FY26 and FY27, contingent upon approval through the annual budgeting process. This funding is also contingent upon approval of a Co-Stewardship Agreement between the City of Paducah and the Uppertown Heritage Foundation, and shall be paid through the Investment Fund.

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, August 13, 2024

Recorded by Claudia Meeks, Assistant City Clerk, August 13, 2024

\mo\grants\accept – Mellon Foundation Grant – Hotel Metropolitan

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2024

Short Title: Medical Cannabis Zoning Text Amendment - **J. SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer

Presentation By: Josh Sommer

Background Information: This text amendment is to integrate the five types of medical cannabis land uses into Paducah's Zoning Code.

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

If yes, please list the Commission Priority: [Commission Priorities List](#) Quality of Life

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ORD - 126 - Medical Cannabis Land Use
2. Signed Resolution
3. Medicinal Cannabis Presentation
4. TXT2024-0003 Medical Cannabis (BOC)

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AMENDING SECTION 126 OF THE PLANNING AND/OR ZONING ORDINANCE RELATING TO MEDICAL CANNABIS.

WHEREAS, the 2023 Kentucky General Assembly passed Senate Bill 47 (2023 Ky. Acts Ch. 146) legalizing the use of medical cannabis and establishing a framework for state licensure of cannabis businesses such as dispensaries, cultivators, processors, producers and safety compliance facilities in the Commonwealth effective Jan. 1, 2025.; and

WHEREAS, on the final day of the 2024 session, the legislature passed House Bill 829 amending the medical cannabis law to expedite the process of licensing cannabis businesses. This change allows the Cabinet for Health and Family Services (Cabinet) Medical Cannabis Program to begin issuing licenses to those businesses July 1, 2024 rather than waiting until January so that operations and products can be developed. Cannabis dispensaries will still not be allowed to open to the public or dispense cannabis until Jan. 1, 2025; and

WHEREAS, the City of Paducah desires to allow the operation of medical cannabis businesses within its limits; and

WHEREAS, the City believes it is necessary to place reasonable limitations on geographic locations and advertisements of cannabis businesses to protect children; and

WHEREAS, it is necessary to establish general provisions and determine zoning requirements of cannabis businesses by June 30, 2024, prior to the Cabinet issuing any cannabis business license; and

WHEREAS, the Paducah Planning Commission held a public hearing on Monday, August 5, 2024, pursuant to KRS 100.211(2) and forwarded a favorable recommendation to the Board of Commissioners recommending amending Section 126 of the Paducah Code of Ordinances.

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

SECTION A. Section 126 of the Code of Ordinances shall be amended as follows:

Sec. 126-3. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Accessory building means a subordinate building located on the same lot as a principal building, or a subordinate use of land, either of which is customarily incidental to the principal building or to the principal use of the land. Where part of the wall of an accessory building is a part of the wall of the principal building in a substantial manner as by a roof, such accessory building shall be considered as part of the principal building. Local public utility, communication, electric distribution, secondary power lines, gas lines, water lines, sewer lines, guy-wires, small transformers, wires, cables and incidental equipment are considered accessory buildings or structures.

Alley means a permanent public service way providing a secondary means of access to abutting lands.

Arterial highway strip commercial means commercial uses which front on the designated U.S. highways in either the B-1 or the HBZ classifications.

Automobile service station means an establishment with the primary business function of the retail sale of gasoline for passenger vehicle use and the minor service and repair work incidental to the operation of passenger automobiles.

Bed and breakfast means an owner-managed and owner-occupied residential structure used as a lodging establishment where a room or rooms are rented on a nightly basis and in which only breakfast is included as part of the basic compensation.

Berth means the off-street area required for the receipt of, or distribution by vehicles of, material or merchandise with a fourteen (14) foot height clearance, paved with a suitable dust preventative or hard surface.

Block frontage means all the property fronting on one (1) side of a street between intersecting streets, or between a street and the terminus of a dead-end street or the City boundary, measured along the street line.

Board means the City of Paducah Board of Adjustment.

Building means any structure having enclosed space and a roof for the housing or enclosure of persons, animals or chattels.

Building area means the maximum horizontal projected area of a principal or accessory building, excluding open steps, terraces, unenclosed porches not exceeding one (1) story in height or architectural appurtenances projecting not more than two (2) feet.

Building, detached, means a building having no party wall in common or structural connection with another building.

Building, front line of, means the line of the face of the building nearest the front lot line.

Building, height of, means the vertical distance from the average contact ground level at the front wall of a building to the highest point of the coping of a flat roof, to the deck line of a mansard roof or to the mean height level between eaves and ridges for gable & hip or gambrel roofs.

Building line means the line nearest the front and across a lot establishing the minimum open space to be provided between the front line of a building or structure and the front lot line.

Building, nonconforming, means a legally existing building which fails to comply with the regulations set forth in this chapter applicable to the zone in which the building is located.

Building, principal, means a building in which is conducted the main or principal use of the lot on which said building is situated.

Building, semidetached, means a building having one (1) party wall in common with an adjacent building.

Business means the engaging in the purchase, sale, barter or exchange of goods, wares, merchandise or service; the maintenance or operation of offices, or recreational and amusement enterprises.

Carport means a structure consisting of a roof and either walls or columns for the purpose of housing automotive vehicles and other chattels. Said structure shall be considered a building.

Cemetery means land used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery.

City means the City of Paducah, Kentucky.

Clinic or medical center means an establishment where patients are admitted for special study and treatment by two (2) or more licensed physicians and/or dentists and their professional associates, as distinguished from a professional office for general consultation purposes.

Commission means the City of Paducah Planning Commission.

Conditional use means a use which would not impair the public health, safety or welfare in one (1) or more zones, but which would impair the integrity and character of the zone in which it is located or in adjoining zones unless restrictions on location, size, extent and character of performance are imposed in addition to those imposed in the zoning regulations.

Conditional use permit means legal authorization to undertake a conditional use issued by the administrative official pursuant to authorization by the Board of Adjustment consisting of two (2) parts:

A statement of the factual determination by the Board of Adjustment which justifies the issuance of the permit.

A statement of the specific conditions which must be met in order for the use to be permitted.

Cottage home means a structure of not less than one hundred forty (140) square feet nor more than four hundred (400) square feet intended for use as a permanent, single-family residence. A manufactured home, mobile home, camper or recreational vehicle shall not be considered a cottage home. A single cottage home may only be placed on lots smaller than eight thousand (8,000) square feet.

County means McCracken County, Kentucky.

Courtyard means an open unoccupied space on the same lot with a building or group of buildings and bounded on three (3) or more sides by such buildings.

Development plan means written and graphic material for the provision of a development plan, including any or all of the following: location and bulk of buildings and other structures, intensity of use, density of development, streets, ways, parking facilities, signs, drainage of surface water, access points, a plan for screening or buffering, utilities, existing manmade and natural conditions, and all other conditions agreed to by the applicant.

Dwelling means a building, or portion thereof, used primarily for residential occupancy, including single-family, two-family and multi-family occupancy, but not including hotels, motels, short-term rentals (includes special event short-term rentals) or bed and breakfasts.

Dwelling, assisted care, means a building, or portion thereof, consisting of five (5) or more bedrooms, used for residential occupancy by a group. The dwelling is characterized by renters with separate bedrooms for sleeping and shared common areas for reception, recreation, living, cooking, laundry and the like. The dwelling is further signified by the presence of an employee(s) that provides various services such as housekeeping, maintenance, cooking, security, personal care and transportation. This definition is distinguished from, and is intended not to conflict with, KRS 100.982 and 100.984.

Dwelling, multi-family, means a building, or portion thereof, used for occupancy by three (3) or more families living independently of each other.

Dwelling, single-family, means a building used for residential occupancy by one (1) family. A single-family dwelling shall be stick-built, a modular home, a qualified manufactured home or a mobile home located within a mobile home park. Structures or vehicles such as, but not limited to; storage buildings, campers, recreational vehicles, garages, barns and shipping containers shall not be utilized as a single-family dwelling.

Dwelling, two-family, means a building, or portion thereof, used for occupancy by two (2) families living independently of each other. A two-family dwelling shall be stick-built, manufactured or modular. Structures or vehicles such as, but not limited to; storage buildings, campers, recreational vehicles, garages, barns and shipping containers shall not be utilized as a two-family dwelling.

Dwelling unit means a dwelling, or portion of a dwelling, used by one (1) family for cooking, living and sleeping purposes.

Educational institution means a public, parochial or private preprimary, primary, or grammar school; a high school, preparatory school or academy, that is public or founded, owned or conducted by or under the sponsorship of a religious or charitable organization; a private preparatory school or academy furnishing courses of instruction substantially equivalent to the courses offered by public high schools for preparation of admission to colleges or universities which award BA or BS degrees; a junior college or university, that is public or founded or conducted by or under the sponsorship of a religious or charitable organization or a private school when not conducted as a commercial enterprise for the profit of

individual owners or stockholders. This definition shall not be deemed to include trade or business schools as defined in this section.

Effective date hereof means October 26, 1976.

Enforcement officer means the Chief Building Official of the City or designee.

Family means one (1) or more persons living as a single housekeeping unit, as distinguished from a group occupying a hotel, club, fraternity or sorority house. A family shall be deemed to include servants.

Fence means a structure consisting of wood, metal, wire, mesh, masonry or other manufactured material.

Floor area ratio (FAR) means the floor area of the building divided by the area of the lot.

Garage, private, means a detached accessory building or portion of a principal building, used for the storage of self-propelled vehicles, in which the capacity does not exceed three (3) vehicles per family housed in the building to which such garage is accessory and not more than one-third (1/3) of the total number of vehicles stored in such garage shall be commercial vehicles. Storage space for not more than three (3) vehicles may be utilized for vehicles of other than occupants of the building to which such garage is accessory.

Garage, public, means any building, except those defined as a private garage, used for the storage or care of motor vehicles, or where such vehicles are equipped for operation, repaired or kept for remuneration, hire or sale.

Ground floor area means the square foot area of a building within its largest outside dimensions computed on a horizontal plane at the ground floor level, exclusive of open porches, breezeways, terraces, garages, exterior stairways and secondary stairways.

Ground level means for buildings having walls adjoining only one (1) street, the elevation at the front lot line at the center of the wall adjoining the street; for buildings having walls adjoining more than one street, the average elevation of the front lot line at the center of all walls adjoining the streets; for buildings having no wall adjoining the street, the average level of the ground adjacent to the exterior walls of the building. Any wall approximately parallel to and not more than five (5) feet from a street is to be considered as adjoining the street.

Heliport means a facility for helicopters to take off and land.

Home occupation means any use conducted entirely within a residential dwelling and carried on solely by the occupants thereof, which use is clearly incidental and secondary to the use of the dwelling purposes and does not change the character thereof, and in connection with which there is no display, no stock in trade or outside storage of equipment nor commodity sold upon the premises and not more than two (2) persons are to engage in such occupation. In no event shall a barbershop, beauty shop, tearoom, bed and breakfast or animal hospital be construed to be a home occupation.

Hospital means a sanitarium, preventorium or clinic, provided such institution is operated by, or treatment given under, the direct supervision of a physician licensed to practice by the State of Kentucky.

Hotel or motel means a building, or portion thereof, or group of buildings in which lodging is provided and offered to the public for compensation and which is open to transient guests, in contradistinction to a lodging house.

Industrial, heavy, means those industries whose processing of products result in the emission of any atmospheric pollutant, light flashes, glare, odor, noise or vibration which may be heard and/or felt off the premises, and those industries which constitute a fire or explosion hazard.

Industry, light, means those industries whose processing of products results in none of the conditions described for heavy industry.

Ingress/ egress easement means an open, unoccupied, officially designated space other than a street or alley, permanently reserved for use as a means of access to abutting property.

Junkyard means any place at which personal property is, or may be salvaged, for reuse, resale, reduction or similar disposition and is owned, possessed, collected, accumulated, dismantled or sorted, including, but not limited to; use of salvaged base metal or metals, their compounds or combinations; or used or salvaged rope, bags, paper, rags, glass, rubber, lumber, millwork, brick and similar property which are used, owned or possessed for the purpose of wrecking or salvaging parts therefrom.

Kennel means any lot or premises on which dogs or small animals are kept for commercial or sale purposes. A non-commercial kennel at, in or adjoining a private residence where hunting or other dogs are kept for the hobby of the householder (i.e., hunting, tracking or exhibiting) or for guarding or protecting the householder's property is permitted in residential zones, provided that such dogs or small animals do not constitute a nuisance to the neighborhood.

Lodging house means a building with more than two (2) but not more than five (5) guest rooms where lodging with or without meals is provided for compensation for a period of time not to exceed six (6) months for each guest.

Lot means a piece, parcel, plot, tract or area of land occupied or capable of being occupied by one (1) principal building and the accessory buildings or uses customarily incidental to it, and including the open spaces required under this chapter, and having its principal frontage on a street or ingress/egress easement.

Lot, corner, means a lot at a junction of, and fronting on, two (2) or more intersecting streets.

Lot coverage means the percentage of the lot area covered by the building area.

Lot, interior, means a lot other than a corner or through lot.

Lot line, front, means, in the case of an interior lot; a line separating the lot from the street or ingress/ egress easement and, in the case of a corner lot; the line designated by deed, plat or subdivision requirements.

Lot line, rear, means a lot line which is opposite and most distant from the front lot line and, in the case of an irregular or triangular shaped lot; a line ten (10) feet in length within the lot, parallel to and at the maximum distance from the front lot line.

Lot line, side, means any lot boundary line not a front lot line or a rear lot line.

Lot, through, means a lot having frontage on two (2) parallel or approximately parallel streets.

Lot width means the dimension of a lot at the building setback line.

Manufactured home means a single-family dwelling unit constructed in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended, and manufactured after June 15, 1976, which is designed to be transported across streets and highways to a point of use, and is equipped with the necessary service connections, and includes the plumbing, heating, air conditioning and electrical systems contained therein, and made so as to be readily movable as a unit.

Medical cannabis cultivator. An entity licensed by the Commonwealth of Kentucky to plant, grow, cultivate, raise, harvest, trim, store, test, package, label, transfer, transport or sell medical cannabis seed, seedlings, medical plant, medical cannabis or medical cannabis product to other licensed cannabis business in the state.

Medical cannabis dispensary. An entity licensed by the Commonwealth of Kentucky to perform retail sales of medical cannabis to registered qualified patients or visiting qualified patients. All medical cannabis dispensaries must meet all of the following conditions:

- a. Shall not be located within one thousand (1,000) feet of existing elementary schools, secondary schools or daycares;
- b. Shall not be located within one (1) mile of another medical cannabis dispensary as measured from the nearest property line;
- c. Shall not be located next to any residential structure or mixed-use structure with a residential component;
- d. Exterior signage may only, at most, include text that is the licensee's (1) business or trade name; (2) location & contact information and (3) business type. Exterior signage cannot include a licensee's logo, symbol, branded colors or any images, including; but not limited to, depicting cannabis/cannabis products or the imagery or action of smoking/vaping. Exterior signs also cannot include mottos, selling messages or any other non-essential text. Exterior signs must be on the same parcel as the store and may be freestanding or wall signs. Exterior signage cannot be larger than necessary to reasonably display the information to individuals within or near the licensed premises and cannot be illuminated by neon lights.

Medical cannabis processor. An entity licensed by the State of Kentucky to process and/or package raw medical cannabis plant material or plants into approved forms of medical cannabis under Kentucky Revised Statutes and regulations.

Medical cannabis producer. An entity licensed by the State of Kentucky which operates as both a cannabis cultivator and processor.

Medical cannabis safety compliance facility. An entity licensed by the State of Kentucky in which testing for cannabinoid content, pesticides, mold, contamination, vitamin E acetate and other prohibited additives is conducted.

Mobile home means any vehicle, including the equipment sold as a part of a vehicle, which is so constructed as to permit its being used as a conveyance upon public streets or highways by either self-propelled or non-self-propelled means, which is designed, constructed or reconstructed, or added to by means of an enclosed addition or room, in such a manner as will permit the occupancy thereof as a dwelling or sleeping place for one (1) or more persons, which is both used and occupied as a dwelling or sleeping place, having no foundation other than wheels, jacks, skirting or other temporary supports.

Mobile home park means an area of land upon which two (2) or more mobile homes are harbored for the purpose of being occupied either free of charge or for revenue purposes and shall include any building, structure, vehicle or enclosure used or intended for use as a part of the equipment of such mobile home park.

Nursing home means an establishment which provides full-time convalescent or chronic care, or both, for four (4) or more individuals who are not related by blood or marriage to the operator and who, by reason of chronic illness or infirmity, are unable to care for themselves. Neither care for the acutely ill nor surgical or obstetrical services shall be provided in such a home. A hospital or sanatorium shall not be construed to be included in this definition.

Parking area, public, means an open off-street area, designed for use or used for the temporary parking of motor vehicles when available for public use, whether free or for compensation or as an accommodation for clients or customers.

Parking space (off-street) means an off-street space accessible from a street, alley or ingress/egress easement with a minimum width of nine (9) or ten (10) feet, depending on land use. The minimum length of such space shall be contingent upon the degree or angle of the space and the maneuverability area required. As a guide to establishing a minimum length, the Commission shall refer to Illustration No. 1 in the appendix immediately following this chapter.

Person means and includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.

Personal and convenience services means a business offering services such as barbershops, beauty shops, laundromats, laundry and dry-cleaning pickup and delivery stations (but excluding actual laundry operations) and similar uses.

Planting screen or landscape screen means a completely planted visual barrier composed of evergreen plants and trees arranged to form both a low-level and a high-level screen. The high-level screen shall consist of evergreen trees or shrubs planted with specimens having an initial height above ground when planted of not less than five (5) feet and planted at intervals of not more than eight (8) feet on-center. The low-level screen shall consist of

evergreen shrubs having an initial height above ground when planted of not less than two (2) feet and spaced at intervals of not more than four (4) feet on-center. The low-level screen shall be planted in alternating rows to produce a more effective barrier.

Professional office means offices of members of recognized professions such as physicians, surgeons, lawyers, engineers, dentists and architects.

Retaining wall means a physical barrier necessary to prevent the erosion and/or deterioration of an established elevation.

Short-term rental means a dwelling or room that is rented, leased or assigned for a tenancy for less than thirty (30) consecutive days in duration and where no meals are served or provided by the host to any guest. A short-term rental may be owner occupied or non-owner occupied.

Short-term rental, special event, means a dwelling or room that is rented, leased or assigned for a tenancy for less than seven (7) days a year and where no meals are served or provided by the host to any guest. A special event short-term rental may be owner occupied or non-owner occupied. There shall be a maximum of two (2) permits issued a year.

Sight triangle means a triangular space at the street corner of a corner lot, free from any kind of obstruction to vision between the heights of two and one-half (2 ½) and twelve (12) feet above established grade, determined by a diagonal line connecting two (2) points measured fifteen (15) feet equidistant from the street right-of-way corner along each property line.

Street means a right-of-way, other than an alley or ingress/ egress easement, dedicated or otherwise legally established for public use, usually affording the principal means of access to abutting property.

Structural alteration means any change in the supporting members of a building, such as bearing walls, partitions, columns, beams or girders; or any substantial change in the exterior walls or the roof.

Structure means anything constructed or made, the use of which requires permanent location in or on the ground or attachment to something having a permanent location in or on the ground including, buildings and signs.

Towing or wrecker service means a person engaged in the business, or offering the services of, a vehicle towing or wrecker service, whereby motor vehicles are towed or otherwise removed from the place where they are parked or disabled by use of a truck, automobile or other vehicle so adapted to that purpose, or in the business of storing operable or disabled motor vehicles.

Trade or business school means a secretarial school or college; or business school or college, that is not public and not owned or conducted by or under the sponsorship of a religious or charitable organization; or a school conducted as a commercial enterprise for teaching instrumental music, dancing, barbering or hairdressing, or for teaching industrial skills in which machinery is employed as a means of instruction. This definition shall not be deemed to include an educational institution as defined in this section.

Use means the employment or occupation of a building, structure or land for a person's service, benefit or enjoyment.

Use, nonconforming, means an existing use of land or building which was legal prior to the effective date hereof, but which fails to comply with the requirements set forth in this chapter applicable to the zone in which such use is located.

Use, open, means the use of a lot without a building or including a building incidental to the open use with a ground floor area equal to five (5) percent or less of the area of the lot.

Variance, dimensional, means departure from the terms of the zoning regulations pertaining to height or width of structures and size of yard and open spaces where such departure will not be contrary to the public interest, and where, owing to conditions peculiar to the property because of its size, shape or topography, and not as a result of the action of the applicant, the literal enforcement of the zoning regulations would result in unnecessary and undue hardship.

Yard means a space on the same lot with a principal building that is open and unoccupied other than by steps, walks, terraces, driveways, lampposts and similar appurtenances, and unobstructed by structures, except as otherwise provided in this chapter.

Yard, front, means a yard extending across the full width of the lot, between two (2) side lot lines, the depth of which is the least distance between the street right-of-way and the building line.

Yard, rear, means a yard extending across the full width of the lot between the two (2) side lot lines and between the rear line and a line parallel to, and coexisting with, the rear of the principal building.

Yard, side, means a yard bounded by the rear yard, the front yard, the side lot line and the principal building.

Zoning map means the official zoning map of the City.

Sec. 126-109. General Business Zone, B-3.

The purpose of this zone is to provide an area for high intensity commercial activity of a wholesale nature and to ensure easy highway access for such uses.

(1) *Principal permitted uses.*

- a. Any use permitted in the B-2 Zone;
- b. Wholesale establishments;
- c. Automotive equipment sales and repair;
- d. Laundry and dry-cleaning establishments;
- e. Seasonal fireworks tents;
- f. Medical cannabis dispensaries;
- g. Light industrial operations (as approved by the Planning Commission according to degree of objectionable smoke, noise, odor, glare, vibration and heavy freight traffic generation).

(2) *Minimum yard requirements.* None.

- (3) *Minimum area requirements.* None.
- (4) *Maximum building height.* None.

Sec. 126-110. Light Industrial Zone, M-1.

The following provisions shall apply in the M-1 Zone unless otherwise provided herein:

- (1) *Principal permitted uses.*
 - a. Any use permitted in the B-3 Zone;
 - b. Any industrial, manufacturing, fabrication or processing use which does not emit objectionable noise, smoke, odor or dust beyond the confines of its property;
 - c. Warehouses and storage buildings;
 - d. Public and commercial sewage disposal plant;
 - e. Towing or wrecker service;
 - f. Medical cannabis cultivators, processors, producers and safety compliance facilities;
 - g. Any other use which, in the Commission's opinion, would be compatible in the B-3 Zone.
- (2) *Conditionally permitted uses.*
 - a. Any other industrial use determined to be of the same general character as the above permitted uses.
 - b. Animal hospital or kennel, located not closer than three hundred (300) feet to [~~an R-Zone~~] a residential zone.
 - c. Heliport.
- (3) *Minimum yard requirements.*
 - a. Permitted uses having a total [~~plan floor area of ten~~] floor plan of ten thousand (10,000) square feet or less:
 - 1. Front yard: Twenty-five (25) feet, except for highway strip uses for which a fifty (50) foot front yard is required.
 - 2. Side yard: Ten (10) feet.
 - 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet applies.
 - 4. No storage of materials or equipment shall be allowed in the minimum front yard.
 - b. Permitted uses with a total [~~plan floor area~~] floor plan of more than ten thousand (10,000) square feet:
 - 1. Front yard: Fifty (50) feet.
 - 2. Side yard: Twenty-five (25) feet.
 - 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet applies.
- (4) *Minimum area requirements.*
 - a. Permitted uses having a total [~~plan floor area~~] floor plan of four thousand (4,000) square feet or less:
 - 1. Minimum lot area: Seven thousand[~~5~~] five hundred (7,500) square feet.
 - 2. Minimum lot width: Sixty (60) feet.
 - b. Permitted uses with a total [~~plan floor area~~] floor plan of more than four thousand (4,000) square feet:
 - 1. Minimum lot area: Fifteen thousand (15,000) square feet.

2. Minimum lot width: Seventy-five (75) feet.
- (5) *Maximum building height.* None.
- (6) *Maximum lot coverage.*
 - a. Principal structures: Fifty (50) percent of gross lot area.
 - b. Total coverage by principal structures, accessory structures and outside storage: Seventy (70) percent of gross lot area.

Sec. 126-117. Planned Office Park, POP.

The purpose of this zone is to provide adequate space for permitted uses in a park setting, designed to attract tenants who may require access to high-capacity information sharing appurtenances, transmitting and receiving facilities and sufficient utilities. Furthermore, the zone is intended~~[; and To]~~ to provide sufficient space in appropriate locations for attractive, landscaped offices~~[; and To]~~ and to ensure compatibility of uses and operations within the Planned Office Park Zone.

1. Principal permitted uses.

- a. Offices for business, professional, governmental, political and charitable organizations.
- b. ~~[Banks, credit agencies, security and commodity brokers, credit institutions, savings and loan companies, and holding and investment companies.]~~ Financial institutions including holding and investment companies.
- c. Computer and data processing centers.
- ~~d. Telephone exchanges.]~~
- ~~d. [e.]~~ Radio and television studios.
- ~~e. [f.]~~ Cable television signal distribution centers and studios.
- ~~f. [g.]~~ ~~[Ticket and travel]~~ Travel agencies.
- ~~g. [h.]~~ ~~[Kindergarten, nurseries and daycare facilities]~~ Daycare.
- ~~h. [i.]~~ ~~[Business colleges, technical and trade schools, educational institutions.]~~ High schools, colleges, universities, technical schools and trade schools.
- ~~i. [j.]~~ Hospitals.
- ~~j. [k.]~~ Parks ~~[(public and private)]~~.
- ~~k. [l.]~~ Research, testing and development laboratories or centers.
- ~~l. [m.]~~ ~~[Production facilities (high degree of scientific input, tech-)]~~ Technological or scientific production facilities.
- ~~m. [n.]~~ Educational, scientific and research organizations.
- ~~n. [o.]~~ Library.
- ~~o. [p.]~~ Nursing or assisted living homes.
- ~~p. [q.]~~ ~~[Special event short-term rentals.]~~ Short-term rentals (includes special event short-term rentals).

- q.~~[r-]~~ Medical cannabis safety compliance facilities.
- r.~~[s-]~~ Any other similar use which, in the Planning Commission's opinion, would not impair the character of the POP Zone.
2. *Accessory uses.* Accessory uses ~~[are those permitted uses]~~ that are clearly incidental and subordinate to the permitted use.
- Spaces for the limited display of merchandise.
 - Personal service centers, including food service, only for employees, residents~~[;]~~ or visitors to any permitted use. These centers shall have ~~[and having]~~ no direct access to the exterior of the building and shall not have ~~[having no]~~ display space, drive-through areas~~[;]~~ or ~~[any]~~ signs visible from ~~[the]~~ outside the building.
 - Residential dwellings.
3. *Conditionally permitted uses.* ~~[As determined by the Board of Adjustment, these uses cannot emit onto adjacent properties an objectionable amount of hazardous and/or obnoxious emissions. These may be, but not be limited to; smoke, odor, noise, glare, vibrations, etc.]~~ Any of the following uses which do not emit objectionable noise, smoke, odor or dust beyond the confines of its property.
- ~~[Facilities]~~ Technological or scientific facilities in connection with bona fide agricultural operations.
 - Clubs ~~[(public and private)]~~.
 - Satellite dish antennas.
 - Airports and heliports.
 - Hotels~~[;]~~, motels or lodges with facilities specifically intended to serve the needs of the park tenants.
 - ~~Drive-through facilities for the sale of goods or services otherwise permitted.~~
 - ~~[g-]~~ Light manufacturing and assembly operations.
 - ~~[i-]~~ Warehousing operation utilized in conjunction with a permitted use.
 - ~~[j-]~~ Sit-down restaurants (drive through not permitted).
 - ~~[k-]~~ ~~[Short-term rentals.]~~
4. *Minimum yard requirements.*
- Front yard: Fifty (50) feet.
 - Side yard: Thirty (30) feet.
 - Street side yard: Fifty (50) feet.
 - Rear yard: Fifty (50) feet
 - Maximum coverage: Fifty (50) percent (building only, surface parking excluded).

- f. Minimum yard standards are increased by five (5) feet for each story over five (5) stories.

5. *Minimum area requirements.*

- a. Minimum lot area: One (1) acre.
- b. Minimum lot width: One hundred (100) feet.

~~[6. *Maximum building height.* Five (5) stories, except that minimum yard standards are increased by five (5) feet for each story over three (3) stories or thirty-five (35).]~~

~~6.[7.] *Open space.* At least twenty-five (25) percent of contiguous Planned Office Park zoned areas must be allotted to open space.~~

~~7.[8.] *Landscaping.*~~

- a. Generally. A minimum of ten (10) percent of the entire lot shall be devoted to landscaping. Up to fifty (50) percent of this requirement may be credited toward preservation of substantial naturally occurring trees, shrubbery, wildflowers, water courses and rock formations. Areas of preservation should be inventoried and indicated on site plans.
- b. Parking lot landscaping requirements. For each ~~[one hundred]~~ one hundred (100) square feet, or fraction thereof, of vehicular use area, a minimum of five (5) square feet of landscaped area shall be provided.~~[; this]~~ This may ~~[be included inside of]~~ include islands, peninsulas and other geometric devices used to encourage vehicle circulation.
- c. Screening. Screening per section 126-83 shall be provided in the rear ~~[yards]~~ yard of those lots which abut ~~[adjacent]~~ properties outside the POP Zone.

~~8.[9.] *Amendments.* Amendments to the zone map for POP Zones shall be:~~

- a. Freestanding zones: Forty (40) acres.
- b. Expansion of existing: No minimum.

Sec. 126-119. Hospital Medical Zone, HM.

The purpose of this zone is to provide a more flexible and customized approach for the development, parking and circulation needs of medical centers and complexes. Uses not specifically allowed by this section are expressly excluded~~[, except as provided herein].~~

1. *Principal permitted uses.* All uses are to be conducted wholly within a building ~~[except for off-street loading/unloading and surface parking].~~

- a. General medical hospitals with in-patient and out-patient services.
- b. Offices and clinics of health care practitioners including physicians, surgeons, osteopaths, psychologists, psychiatrists, chiropractors, nurses, rehabilitation therapists ~~[(physical, occupational, respiratory & recreational)]~~, medical and psychiatric social workers, dentists, nutritionists, dietitians, opticians, optometrists~~[,]~~ and other similar medical uses licensed and certified by the State of Kentucky as health care specialists or practitioners.
- c. Medical technology and testing laboratories.

- d. Medical and dental related health care educational facilities and schools.
 - e. Medical cannabis dispensaries and safety compliance facilities.
 - f. Other closely related uses, as approved by the Planning Commission following a public hearing. ~~[Inclusion of such uses may be included in an approved development plan.]~~
2. *Accessory uses.* Accessory uses ~~[are those permitted uses that]~~ are allowed only when they are clearly incidental, subordinate and in the presence of ~~[the]~~ permitted uses in the HM Zone. They may be included in the principal building, an accessory building or on a separate lot. All uses are to be conducted wholly within a building~~[-except for off-street loading/unloading and surface parking].~~
- a. Administrative offices (hospital/medical).
 - b. Ambulance service.
 - c. Chapels.
 - d. Daycare ~~[(nursery, child, pre-school, and adult)]~~.
 - e. Food service.
 - f. Gift and flower shops.
 - g. Heliports.
 - h. Hospice.
 - i. Linen/laundry service.
 - j. Lodging, visitor.
 - k. Medical insurance service.
 - l. Medical, dental and other health care professional organization offices.
 - m. Mobile diagnostic and treatment trailers.
 - n. Nursing, transitional care and assisted care homes.
 - o. Parking garages.
 - p. Pharmacies with retail sales of general merchandise.
 - q. Retail sales of medical and dental supplies and services including prosthetics, optical, and other similar medical and/or dental goods and services.
 - r. Temporary buildings.
 - s. Uniform shops.
 - t. Short-term rentals (includes special event short-term rentals).
3. *Minimum yard requirements.*
- a. Front yard: Fifty (50) feet, seventy-five (75) feet on arterials.
 - b. Side yard: Twenty-five (25) feet.
 - c. Rear yard: Twenty-five (25) feet.
4. *Minimum area requirements.*
- a. Minimum lot area: Five thousand (5,000) square feet.
 - b. Minimum lot width: Fifty (50) feet.
5. *Landscape requirements.* Ten (10) percent of the entire site shall be landscaped.~~[Detailed landscape plans shall be submitted with a development plan.]~~
6. *Density.* The floor area ratio (FAR) shall not exceed two (2) to one (1).

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

SECTION C. 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 D. Effective Date. 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:

Claudia S. Meeks, Assistant City Clerk

Introduced to the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Claudia S. Meeks, Assistant City Clerk, _____

Published by The Paducah Sun, _____

Ord/Planning/126 - Medical Cannabis Land Use

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING TEXT AMENDMENT REVISING SECTION 126-3 DEFINITIONS; 126-109 GENERAL BUSINESS ZONE, B-3; 126-110 LIGHT INDUSTRIAL ZONE, M-1; 126-117 PLANNED OFFICE PARK, POP AND 126-119 HOSPITAL MEDICAL ZONE, HM OF THE PADUCAH ZONING ORDINANCE.

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS100.211, and

WHEREAS, a public hearing was held on August 5, 2024 by the Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to revise Section 126-3 Definitions; 126-109 General Business Zone, B-3; 126-110 Light Industrial Zone, M-1; 126-117 Planned Office Park, POP and 126-119 Hospital Medical Zone, HM of the City of Paducah Zoning Ordinance.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to revise the Paducah Zoning Ordinance as follows:

Sec. 126-3. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Accessory building means a subordinate building located on the same lot as a principal building, or a subordinate use of land, either of which is customarily incidental to the principal building or to the principal use of the land. Where part of the wall of an accessory building is a part of the wall of the principal building in a substantial manner as by a roof, such accessory building shall be considered as part of the principal building. Local public utility, communication, electric distribution, secondary power lines, gas lines, water lines, sewer lines, guy-wires, small transformers, wires, cables and incidental equipment are considered accessory buildings or structures.

Alley means a permanent public service way providing a secondary means of access to abutting lands.

Arterial highway strip commercial means commercial uses which front on the designated U.S. highways in either the B-1 or the H&BZ classifications.

Automobile service station means an establishment with the primary business function of the retail sale of gasoline for passenger vehicle use and the minor service and repair work incidental to the operation of passenger automobiles.

Bed and breakfast means an owner-managed and owner-occupied residential structure used as a lodging establishment where a room or rooms are rented on a nightly basis and in which only breakfast is included as part of the basic compensation.

Berth means the off-street area required for the receipt of, or distribution by vehicles of, material or merchandise with a fourteen (14) foot height clearance, paved with a suitable dust preventative or hard surface.

Block frontage means all the property fronting on one (1) side of a street between intersecting streets, or between a street and the terminus of a dead-end street or the City boundary, measured along the street line.

Board means the City of Paducah Board of Adjustment.

Building means any structure having enclosed space and a roof for the housing or enclosure of persons, animals or chattels.

Building area means the maximum horizontal projected area of a principal or accessory building, excluding open steps, terraces, unenclosed porches not exceeding one (1) story in height or architectural appurtenances projecting not more than two (2) feet.

Building, detached, means a building having no party wall in common or structural connection with another building.

Building, front line of, means the line of the face of the building nearest the front lot line.

Building, height of, means the vertical distance from the average contact ground level at the front wall of a building to the highest point of the coping of a flat roof, to the deck line of a mansard roof or to the mean height level between eaves and ridges for gable & hip or gambrel roofs.

Building line means the line nearest the front and across a lot establishing the minimum open space to be provided between the front line of a building or structure and the front lot line.

Building, nonconforming, means a legally existing building which fails to comply with the regulations set forth in this chapter applicable to the zone in which the building is located.

Building, principal, means a building in which is conducted the main or principal use of the lot on which said building is situated.

Building, semidetached, means a building having one (1) party wall in common with an adjacent building.

Business means the engaging in the purchase, sale, barter or exchange of goods, wares, merchandise or service; the maintenance or operation of offices, or recreational and amusement enterprises.

Carport means a structure consisting of a roof and either walls or columns for the purpose of housing automotive vehicles and other chattels. Said structure shall be considered a building.

Cemetery means land used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery.

City means the City of Paducah, Kentucky.

Clinic or medical center means an establishment where patients are admitted for special study and treatment by two (2) or more licensed physicians and/or dentists and their professional associates, as distinguished from a professional office for general consultation purposes.

Commission means the City of Paducah Planning Commission.

Conditional use means a use which would not impair the public health, safety or welfare in one (1) or more zones, but which would impair the integrity and character of the zone in which it is located or in adjoining zones unless restrictions on location, size, extent and character of performance are imposed in addition to those imposed in the zoning regulations.

Conditional use permit means legal authorization to undertake a conditional use issued by the administrative official pursuant to authorization by the Board of Adjustment consisting of two (2) parts:

A statement of the factual determination by the Board of Adjustment which justifies the issuance of the permit.

A statement of the specific conditions which must be met in order for the use to be permitted.

Cottage home means a structure of not less than one hundred forty (140) square feet nor more than four hundred (400) square feet intended for use as a permanent, single-family residence. A manufactured home, mobile home, camper or recreational vehicle shall not be considered a cottage home. A single cottage home may only be placed on lots smaller than eight thousand (8,000) square feet.

County means McCracken County, Kentucky.

Courtyard means an open unoccupied space on the same lot with a building or group of buildings and bounded on three (3) or more sides by such buildings.

Development plan means written and graphic material for the provision of a development plan, including any or all of the following: location and bulk of buildings and other structures, intensity of use, density of development, streets, ways, parking facilities, signs, drainage of surface water, access

points, a plan for screening or buffering, utilities, existing manmade and natural conditions, and all other conditions agreed to by the applicant.

Dwelling means a building, or portion thereof, used primarily for residential occupancy, including single-family, two-family and multi-family occupancy, but not including hotels, motels, short-term rentals (includes special event short-term rentals) or bed and breakfasts.

Dwelling, assisted care, means a building, or portion thereof, consisting of five (5) or more bedrooms, used for residential occupancy by a group. The dwelling is characterized by renters with separate bedrooms for sleeping and shared common areas for reception, recreation, living, cooking, laundry and the like. The dwelling is further signified by the presence of an employee(s) that provides various services such as housekeeping, maintenance, cooking, security, personal care and transportation. This definition is distinguished from, and is intended not to conflict with, KRS 100.982 and 100.984.

Dwelling, multi-family, means a building, or portion thereof, used for occupancy by three (3) or more families living independently of each other.

Dwelling, single-family, means a building used for residential occupancy by one (1) family. A single-family dwelling shall be stick-built, a modular home, a qualified manufactured home or a mobile home located within a mobile home park. Structures or vehicles such as, but not limited to; storage buildings, campers, recreational vehicles, garages, barns and shipping containers shall not be utilized as a single-family dwelling.

Dwelling, two-family, means a building, or portion thereof, used for occupancy by two (2) families living independently of each other. A two-family dwelling shall be stick-built, manufactured or modular. Structures or vehicles such as, but not limited to; storage buildings, campers, recreational vehicles, garages, barns and shipping containers shall not be utilized as a two-family dwelling.

Dwelling unit means a dwelling, or portion of a dwelling, used by one (1) family for cooking, living and sleeping purposes.

Educational institution means a public, parochial or private preprimary, primary, or grammar school; a high school, preparatory school or academy, that is public or founded, owned or conducted by or under the sponsorship of a religious or charitable organization; a private preparatory school or academy furnishing courses of instruction substantially equivalent to the courses offered by public high schools for preparation of admission to colleges or universities which award BA or BS degrees; a junior college or university, that is public or founded or conducted by or under the sponsorship of a religious or charitable organization or a private school when not conducted as a commercial enterprise for the profit of individual owners or stockholders. This definition shall not be deemed to include trade or business schools as defined in this section.

Effective date hereof means October 26, 1976.

Enforcement officer means the Chief Building Official of the City or designee.

Family means one (1) or more persons living as a single housekeeping unit, as distinguished from a group occupying a hotel, club, fraternity or sorority house. A family shall be deemed to include servants.

Fence means a structure consisting of wood, metal, wire, mesh, masonry or other manufactured material.

Floor area ratio (FAR) means the floor area of the building divided by the area of the lot.

Garage, private, means a detached accessory building or portion of a principal building, used for the storage of self-propelled vehicles, in which the capacity does not exceed three (3) vehicles per family housed in the building to which such garage is accessory and not more than one-third (1/3) of the total number of vehicles stored in such garage shall be commercial vehicles. Storage space for not more than three (3) vehicles may be utilized for vehicles of other than occupants of the building to which such garage is accessory.

Garage, public, means any building, except those defined as a private garage, used for the storage or care of motor vehicles, or where such vehicles are equipped for operation, repaired or kept for remuneration, hire or sale.

Ground floor area means the square foot area of a building within its largest outside dimensions computed on a horizontal plane at the ground floor level, exclusive of open porches, breezeways, terraces, garages, exterior stairways and secondary stairways.

Ground level means for buildings having walls adjoining only one (1) street, the elevation at the front lot line at the center of the wall adjoining the street; for buildings having walls adjoining more than one street, the average elevation of the front lot line at the center of all walls adjoining the streets; for buildings having no wall adjoining the street, the average level of the ground adjacent to the exterior walls of the building. Any wall approximately parallel to and not more than five (5) feet from a street is to be considered as adjoining the street.

Helipport means a facility for helicopters to take off and land.

Home occupation means any use conducted entirely within a residential dwelling and carried on solely by the occupants thereof, which use is clearly incidental and secondary to the use of the dwelling purposes and does not change the character thereof, and in connection with which there is no display, no stock in trade or outside storage of equipment nor commodity sold upon the premises and not more than two (2) persons are to engage in such occupation. In no event shall a barbershop, beauty shop, tearoom, bed and breakfast or animal hospital be construed to be a home occupation.

Hospital means a sanitarium, preventorium or clinic, provided such institution is operated by, or treatment given under, the direct supervision of a physician licensed to practice by the State of Kentucky.

Hotel or motel means a building, or portion thereof, or group of buildings in which lodging is provided and offered to the public for compensation and which is open to transient guests, in contradistinction to a lodging house.

Industrial, heavy, means those industries whose processing of products result in the emission of any atmospheric pollutant, light flashes, glare, odor, noise or vibration which may be heard and/or felt off the premises, and those industries which constitute a fire or explosion hazard.

Industry, light, means those industries whose processing of products results in none of the conditions described for heavy industry.

Ingress/ egress easement means an open, unoccupied, officially designated space other than a street or alley, permanently reserved for use as a means of access to abutting property.

Junkyard means any place at which personal property is, or may be salvaged, for reuse, resale, reduction or similar disposition and is owned, possessed, collected, accumulated, dismantled or sorted, including, but not limited to; use of salvaged base metal or metals, their compounds or combinations; or used or salvaged rope, bags, paper, rags, glass, rubber, lumber, millwork, brick and similar property which are used, owned or possessed for the purpose of wrecking or salvaging parts therefrom.

Kennel means any lot or premises on which dogs or small animals are kept for commercial or sale purposes. A non-commercial kennel at, in or adjoining a private residence where hunting or other dogs are kept for the hobby of the householder (i.e., hunting, tracking or exhibiting) or for guarding or protecting the householder's property is permitted in residential zones, provided that such dogs or small animals do not constitute a nuisance to the neighborhood.

Lodging house means a building with more than two (2) but not more than five (5) guest rooms where lodging with or without meals is provided for compensation for a period of time not to exceed six (6) months for each guest.

Lot means a piece, parcel, plot, tract or area of land occupied or capable of being occupied by one (1) principal building and the accessory buildings or uses customarily incidental to it, and including the open spaces required under this chapter, and having its principal frontage on a street or ingress/egress easement.

Lot, corner, means a lot at a junction of, and fronting on, two (2) or more intersecting streets.

Lot coverage means the percentage of the lot area covered by the building area.

Lot, interior, means a lot other than a corner or through lot.

Lot line, front, means, in the case of an interior lot; a line separating the lot from the street or ingress/egress easement and, in the case of a corner lot; the line designated by deed, plat or subdivision requirements.

Lot line, rear, means a lot line which is opposite and most distant from the front lot line and, in the case of an irregular or triangular shaped lot; a line ten (10) feet in length within the lot, parallel to and at the maximum distance from the front lot line.

Lot line, side, means any lot boundary line not a front lot line or a rear lot line.

Lot, through, means a lot having frontage on two (2) parallel or approximately parallel streets.

Lot width means the dimension of a lot at the building setback line.

Manufactured home means a single-family dwelling unit constructed in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended, and manufactured after June 15, 1976, which is designed to be transported across streets and highways to a point of use, and is equipped with the necessary service connections, and includes the plumbing, heating, air conditioning and electrical systems contained therein, and made so as to be readily movable as a unit.

Medical cannabis cultivator. An entity licensed by the State of Kentucky to plant, grow, cultivate, raise, harvest, trim, store, test, package, label, transfer, transport or sell medicinal cannabis seed, seedlings, medicinal plant, medicinal cannabis or medicinal cannabis product to other licensed cannabis business in the state.

Medical cannabis dispensary. An entity licensed by the State of Kentucky to perform retail sales of medicinal cannabis to registered qualified patients or visiting qualified patients. All medical cannabis dispensaries must meet all of the following conditions:

- a. Shall not be located within one thousand (1,000) feet of existing elementary schools, secondary schools or daycares;
- b. Shall not be located within one (1) mile of another medical cannabis dispensary as measured from the nearest property line;
- c. Shall not be located next to any residential structure or mixed-use structure with a residential component;
- d. Exterior signage may only, at most, include text that is the licensee's (1) business or trade name; (2) location & contact information and (3) business type. Exterior signage cannot include a licensee's logo, symbol, branded colors or any images, including; but not limited to, depicting cannabis/cannabis products or the imagery or action of smoking/vaping. Exterior signs also cannot include motifs, selling messages or any other non-essential text. Exterior signs must be on the same parcel as the store and may be freestanding or wall signs. Exterior signage cannot be larger than necessary to reasonably display the information to individuals within or near the licensed premises and cannot be illuminated by neon lights.

Medical cannabis processor. An entity licensed by the State of Kentucky to process and/or package raw medicinal cannabis plant material or plants into approved forms of medical cannabis under Kentucky Revised Statutes and regulations.

Medical cannabis producer. An entity licensed by the State of Kentucky which operates as both a cannabis cultivator and processor.

Medical cannabis safety compliance facility. An entity licensed by the State of Kentucky in which testing for cannabinoid content, pesticides, mold, contamination, vitamin E acetate and other prohibited additives is conducted.

Mobile home means any vehicle, including the equipment sold as a part of a vehicle, which is so constructed as to permit its being used as a conveyance upon public streets or highways by either self-propelled or non-self-propelled means, which is designed, constructed or reconstructed, or added to by means of an enclosed addition or room, in such a manner as will permit the occupancy thereof as a dwelling or sleeping place for one (1) or more persons, which is both used and occupied as a dwelling or sleeping place, having no foundation other than wheels, jacks, skirting or other temporary supports.

Mobile home park means an area of land upon which two (2) or more mobile homes are harbored for the purpose of being occupied either free of charge or for revenue purposes and shall include any building, structure, vehicle or enclosure used or intended for use as a part of the equipment of such mobile home park.

Nursing home means an establishment which provides full-time convalescent or chronic care, or both, for four (4) or more individuals who are not related by blood or marriage to the operator and who, by reason of chronic illness or infirmity, are unable to care for themselves. Neither care for the acutely ill nor surgical or obstetrical services shall be provided in such a home. A hospital or sanatorium shall not be construed to be included in this definition.

Parking area, public, means an open off-street area, designed for use or used for the temporary parking of motor vehicles when available for public use, whether free or for compensation or as an accommodation for clients or customers.

Parling space (off-street) means an off-street space accessible from a street, alley or ingress/ egress easement with a minimum width of nine (9) or ten (10) feet, depending on land use. The minimum length of such space shall be contingent upon the degree or angle of the space and the maneuverability area required. As a guide to establishing a minimum length, the Commission shall refer to Illustration No. 1 in the appendix immediately following this chapter.

Person means and includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.

Personal and convenience services means a business offering services such as barbershops, beauty shops, laundromats, laundry and dry-cleaning pickup and delivery stations (but excluding actual laundry operations) and similar uses.

Planting screen or landscape screen means a completely planted visual barrier composed of evergreen plants and trees arranged to form both a low-level and a high-level screen. The high-level screen shall consist of evergreen trees or shrubs planted with specimens having an initial height above ground when planted of not less than five (5) feet and planted at intervals of not more than eight (8) feet on-center. The low-level screen shall consist of evergreen shrubs having an initial height above ground when planted of not less than two (2) feet and spaced at intervals of not more than four (4) feet on-center. The low-level screen shall be planted in alternating rows to produce a more effective barrier.

Professional office means offices of members of recognized professions such as physicians, surgeons, lawyers, engineers, dentists and architects.

Retaining wall means a physical barrier necessary to prevent the erosion and/or deterioration of an established elevation.

Short-term rental means a dwelling or room that is rented, leased or assigned for a tenancy for less than thirty (30) consecutive days in duration and where no meals are served or provided by the host to any guest. A short-term rental may be owner occupied or non-owner occupied.

Short-term rental, special event, means a dwelling or room that is rented, leased or assigned for a tenancy for less than seven (7) days a year and where no meals are served or provided by the host to any guest. A special event short-term rental may be owner occupied or non-owner occupied. There shall be a maximum of two (2) permits issued a year.

Sight triangle means a triangular space at the street corner of a corner lot, free from any kind of obstruction to vision between the heights of two and one-half (2 ½) and twelve (12) feet above established grade, determined by a diagonal line connecting two (2) points measured fifteen (15) feet equidistant from the street right-of-way corner along each property line.

Street means a right-of-way, other than an alley or ingress/ egress easement, dedicated or otherwise legally established for public use, usually affording the principal means of access to abutting property.

Structural alteration means any change in the supporting members of a building, such as bearing walls, partitions, columns, beams or girders; or any substantial change in the exterior walls or the roof.

Structure means anything constructed or made, the use of which requires permanent location in or on the ground or attachment to something having a permanent location in or on the ground including, buildings and signs.

Towing or wrecker service means a person engaged in the business, or offering the services of, a vehicle towing or wrecker service, whereby motor vehicles are towed or otherwise removed from the place where they are parked or disabled by use of a truck, automobile or other vehicle so adapted to that purpose, or in the business of storing operable or disabled motor vehicles.

Trade or business school means a secretarial school or college; or business school or college, that is not public and not owned or conducted by or under the sponsorship of a religious or charitable organization; or a school conducted as a commercial enterprise for teaching instrumental music, dancing, barbering or hairdressing, or for teaching industrial skills in which machinery is employed as a means of instruction. This definition shall not be deemed to include an educational institution as defined in this section.

Use means the employment or occupation of a building, structure or land for a person's service, benefit or enjoyment.

Use, nonconforming, means an existing use of land or building which was legal prior to the effective date hereof, but which fails to comply with the requirements set forth in this chapter applicable to the zone in which such use is located.

Use, open, means the use of a lot without a building or including a building incidental to the open use with a ground floor area equal to five (5) percent or less of the area of the lot.

Variance, dimensional, means departure from the terms of the zoning regulations pertaining to height or width of structures and size of yard and open spaces where such departure will not be contrary to the public interest, and where, owing to conditions peculiar to the property because of its size, shape or topography, and not as a result of the action of the applicant, the literal enforcement of the zoning regulations would result in unnecessary and undue hardship.

Yard means a space on the same lot with a principal building that is open and unoccupied other than by steps, walks, terraces, driveways, lampposts and similar appurtenances, and unobstructed by structures, except as otherwise provided in this chapter.

Yard, front, means a yard extending across the full width of the lot, between two (2) side lot lines, the depth of which is the least distance between the street right-of-way and the building line.

Yard, rear, means a yard extending across the full width of the lot between the two (2) side lot lines and between the rear line and a line parallel to, and coexisting with, the rear of the principal building.

Yard, side, means a yard bounded by the rear yard, the front yard, the side lot line and the principal building.

Zoning map means the official zoning map of the City.

Sec. 126-109. General Business Zone, B-3.

The purpose of this zone is to provide an area for high intensity commercial activity of a wholesale nature and to ensure easy highway access for such uses.

(1) *Principal permitted uses.*

- a. Any use permitted in the B-2 Zone;
- b. Wholesale establishments;
- c. Automotive equipment sales and repair;
- d. Laundry and dry-cleaning establishments;
- e. Seasonal fireworks tents;

f. Medical cannabis dispensaries:

- g. Light industrial operations (as approved by the Planning Commission according to degree of objectionable smoke, noise, odor, glare, vibration and heavy freight traffic generation).

(2) *Minimum yard requirements.* None.

(3) *Minimum area requirements.* None.

(4) Maximum building height. None.

Sec. 126-110. Light Industrial Zone, M-1.

The following provisions shall apply in the M-1 Zone unless otherwise provided herein:

(1) *Principal permitted uses.*

- a. Any use permitted in the B-3 Zone;

- b. Any industrial, manufacturing, fabrication or processing use which does not emit objectionable noise, smoke, odor or dust beyond the confines of its property;
- c. Warehouses and storage buildings;
- d. Public and commercial sewage disposal plant;
- e. Towing or wrecker service;
- f. Medical cannabis cultivators, processors, producers and safety compliance facilities;
- g. Any other use which, in the Commission's opinion, would be compatible in the B-3 Zone.

(2) Conditionally permitted uses.

- a. Any other industrial use determined to be of the same general character as the above permitted uses.
- b. Animal hospital or kennel, located not closer than three hundred (300) feet to ~~an R-Zone~~ a residential zone.
- c. Heliport.

(3) Minimum yard requirements.

- a. Permitted uses having a total ~~plan-floor-area-of-then~~ floor plan of ~~ten~~ thousand (10,000) square feet or less:
 - 1. Front yard: Twenty-five (25) feet, except for highway strip uses for which a fifty (50) foot front yard is required.
 - 2. Side yard: Ten (10) feet.
 - 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet applies.
 - 4. No storage of materials or equipment shall be allowed in the minimum front yard.
- b. Permitted uses with a total ~~plan-floor-area~~ floor plan of more than ten thousand (10,000) square feet:

- 1. Front yard: Fifty (50) feet.
- 2. Side yard: Twenty-five (25) feet.
- 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet applies.

(4) Minimum area requirements.

- a. Permitted uses having a total ~~plan-floor-area~~ floor plan of four thousand (4,000) square feet or less:
 - 1. Minimum lot area: Seven thousand, five hundred (7,500) square feet.
 - 2. Minimum lot width: Sixty (60) feet.
- b. Permitted uses with a total ~~plan-floor-area~~ floor plan of more than four thousand (4,000) square feet:
 - 1. Minimum lot area: Fifteen thousand (15,000) square feet.
 - 2. Minimum lot width: Seventy-five (75) feet.

(5) Maximum building height. None.

(6) Maximum lot coverage.

- a. Principal structures: Fifty (50) percent of gross lot area.
- b. Total coverage by principal structures, accessory structures and outside storage: Seventy (70) percent of gross lot area.

Sec. 126-117. Planned Office Park, POP.

The purpose of this zone is to provide adequate space for permitted uses in a park setting, designed to attract tenants who may require access to high-capacity information sharing appurtenances, transmitting ~~and~~ & receiving facilities and sufficient utilities. Furthermore, the zone is intended:

~~To~~ to provide sufficient space in appropriate locations for attractive, landscaped offices; ~~and~~

~~To~~ and to ensure compatibility of uses ~~and~~ & operations within the Planned Office Park Zone.

1. *Principal permitted uses.*

- a. Offices for business, professional, governmental, political and charitable organizations.
- b. ~~Banks, credit agencies, security and commodity brokers, credit institutions, savings and loan companies, and holding and investment companies. Financial institutions including holding and investment companies.~~
- c. Computer and data processing centers.
- ~~d. Telephone exchanges.~~
- e. Radio and television studios.
- f. Cable television signal distribution centers and studios.
- ~~g. Ticket and travel Travel agencies.~~
- ~~h. Kindergarten, nurseries and daycare facilities Daycare.~~
- ~~i. Business colleges, technical and trade schools, educational institutions. High schools, colleges, universities, technical schools and trade schools.~~
- j. Hospitals.
- k. ~~Parks (public and private).~~
- l. Research, testing and development laboratories or centers.
- ~~m. Production facilities (high degree of scientific input, tech). Technological or scientific production facilities.~~
- n. Educational, scientific and research organizations.
- o. Library.
- p. Nursing or assisted living homes.
- ~~q. Special event short-term rentals. Short-term rentals (includes special event short-term rentals).~~
- ~~r. Medical cannabis safety compliance facilities.~~
- s. Any other similar use which, in the Planning Commission's opinion, would not impair the character of the POP Zone.

2. *Accessory uses.* Accessory uses ~~are these permitted uses~~ that are clearly incidental and subordinate to the permitted use.

- a. Spaces for the limited display of merchandise.
- b. Personal service centers, including food service, only for employees, residents, or visitors to any permitted use. These centers shall have and having no direct access to the exterior of the building and shall not have having no display space, drive-through areas, or ~~any~~ signs visible from ~~the~~ outside the building.
- c. Residential dwellings.

3. *Conditionally permitted uses.* ~~As determined by the Board of Adjustment, these uses cannot emit onto adjacent properties an objectionable amount of hazardous and/or obnoxious emissions. These may be, but not be limited to; smoke, odor, noise, glare, vibrations, etc. Any of the following uses which do not emit objectionable noise, smoke, odor or dust beyond the confines of its property.~~

- a. ~~Facilities~~ Technological or scientific facilities in connection with bona fide agricultural operations.
- b. ~~Clubs (public and private).~~
- c. Satellite dish antennas.
- d. Airports and heliports.
- e. Hotels¹, motels or lodges with facilities specifically intended to serve the needs of the park tenants.
- ~~f. Drive-through facilities for the sale of goods or services otherwise permitted.~~

- g. Light manufacturing and assembly operations.
- h. Warehousing operation utilized in conjunction with a permitted use.
- i. Sit-down restaurants (drive through not permitted).
- ~~j. Short-term rentals.~~
- 4. *Minimum yard requirements.*
 - a. Front yard: Fifty (50) feet.
 - b. Side yard: Thirty (30) feet.
 - c. Street side yard: Fifty (50) feet.
 - d. Rear yard: Fifty (50) feet
 - e. Maximum coverage: Fifty (50) percent (building only, surface parking excluded).
- 5. *Minimum area requirements.*
 - a. Minimum lot area: One (1) acre.
 - b. Minimum lot width: One hundred (100) feet.
- 6. *Maximum building height.* ~~Five (5) stories; None,~~ except that minimum yard standards are increased by five (5) feet for each story over ~~three (3) stories or thirty-five (35) feet five (5) stories.~~
- 7. *Open space.* At least twenty-five (25) percent of contiguous Planned Office Park zoned areas must be allotted to open space.
- 8. *Landscaping.*
 - a. Generally. A minimum of ten (10) percent of the entire lot shall be devoted to landscaping. Up to fifty (50) percent of this requirement may be credited toward preservation of substantial naturally occurring trees, shrubbery, wildflowers, water courses and rock formations. Areas of preservation should be inventoried and indicated on site plans.
 - b. Parking lot landscaping requirements. For each ~~one hundred~~ one hundred (100) square feet, or fraction thereof, of vehicular use area, a minimum of five (5) square feet of landscaped area shall be provided; ~~this~~ This may ~~be included inside of~~ include islands, peninsulas and other geometric devices used to encourage vehicle circulation.
 - c. Screening. Screening per section 126-83 shall be provided in the rear ~~yards~~ yard of those lots which about ~~adjacent~~ properties outside the POP Zone.
- 9. *Amendments.* Amendments to the zone map for POP Zones shall be:
 - a. Freestanding zones: Forty (40) acres.
 - b. Expansion of existing: No minimum.

Sec. 126-119. Hospital Medical Zone, HM.

The purpose of this zone is to provide a more flexible and customized approach for the development, parking and circulation needs of medical centers and complexes. Uses not specifically allowed by this section are expressly excluded, ~~except as provided herein.~~

- 1. *Principal permitted uses.* All uses are to be conducted wholly within a building ~~except for off-street loading/unloading and surface parking.~~
 - a. General medical hospitals with in-patient and out-patient services.
 - b. Offices and clinics of health care practitioners including physicians, surgeons, osteopaths, psychologists, psychiatrists, chiropractors, nurses, rehabilitation therapists (~~physical, occupational, respiratory & recreational~~), medical and psychiatric social workers, dentists, nutritionists, dietitians, opticians, optometrists, and other similar medical uses licensed and certified by the State of Kentucky as health care specialists or practitioners.
 - c. Medical technology and testing laboratories.
 - d. Medical and dental related health care educational facilities and schools.
 - e. Medical cannabis dispensaries and safety compliance facilities.
 - f. Other closely related uses, as approved by the Planning Commission following a public hearing. ~~Inclusion of such uses may be included in an approved development plan.~~

2. *Accessory uses.* Accessory uses ~~are those permitted uses that~~ are allowed only when they are clearly incidental, subordinate and in the presence of ~~the~~ permitted uses in the HM Zone. They may be included in the principal building, an accessory building or on a separate lot. All uses are to be conducted wholly within a building ~~except for off-street loading/unloading and surface parking.~~

- a. Administrative offices (hospital/medical).
- b. Ambulance service.
- c. Chapels.
- d. Daycare (~~nursery, child, pre-school, and adult~~).
- e. Food service.
- f. Gift and flower shops.
- g. Heliports.
- h. Hospice.
- i. Linen/laundry service.
- j. Lodging, visitor.
- k. Medical insurance service.
- l. Medical, dental and other health care professional organization offices.
- m. Mobile diagnostic and treatment trailers.
- n. Nursing, transitional care and assisted care homes.
- o. Parking garages.
- p. Pharmacies with retail sales of general merchandise.
- q. Retail sales of medical and dental supplies and services including prosthetics, optical, and other similar medical and/or dental goods and services.
- r. Temporary buildings.
- s. Uniform shops.
- t. Short-term rentals (includes special event short-term rentals).

3. *Minimum yard requirements.*

- a. Front yard: Fifty (50) feet, seventy-five (75) feet on arterials.
- b. Side yard: Twenty-five (25) feet.
- c. Rear yard: Twenty-five (25) feet.

4. *Minimum area requirements.*

- a. Minimum lot area: Five thousand (5,000) square feet.
- b. Minimum lot width: Fifty (50) feet.

~~5.~~ *Landscape requirements.* Ten (10) percent of the entire site shall be landscaped. ~~Detailed landscape plans shall be submitted with a development plan.~~

6. *Density.* The floor area ratio (FAR) shall not exceed two (2) to one (1).


Bob Wade, Chairman

Adopted by the Paducah Planning Commission on August 5, 2024



Medicinal Cannabis Update

May 14, 2024

Overview

- March 31, 2023 – Gov. Beshear signs SB 47 into law.
- As of January 1, 2025, individuals can receive a medical cannabis card from the Cabinet of Health.
- Includes 5 Qualifying Medical Conditions - MS, Cancer, PTSD, Muscle Spasms, and Chronic Nausea
- SB 337 Pending. If passed, would add 14 additional qualifying conditions.
- Kentucky cannot import cannabis from other States. Must grow, produce, test and sell cannabis within Kentucky.

Medical Cannabis Businesses

Cultivator



Responsible for
**planting, raising,
harvesting** and
trimming medical
cannabis

Processor



Responsible for
**processing and
packaging** raw
plant material
into usable
product formats

Producer



Vertically-
integrated license
combining
Cultivator and
Processor
licensees

Safety compliance facility



Responsible for
**contamination
testing** of raw
plant material and
cannabis products

Dispensary



Responsible for
the **sale of
finished products**
to cardholders

Cannabis Business Regulations

- State Law provides extensive regulations for medical cannabis businesses including requirements for:
 - ❧ Security
 - ❧ Recordkeeping
 - ❧ Employee qualification, supervision, training
 - ❧ Quality assurance
 - ❧ Reporting & Recalls
 - ❧ Inventory Management
 - ❧ Cash Management & Anti-Fraud Procedures
 - ❧ Inspections
 - ❧ Background Checks
 - ❧ Facility Requirements

State Licensing Timeline

- On April 18th, the Cabinet for Health and Family Services filed regulation around how a cannabis business may become licensed in Kentucky.
- Regulations took effect immediately.
- Businesses can begin applying as of July 1, 2024.
- Initial application period July 1 – August 31, 2024.

State License Availability

- Following the close of the application period, the following numbers of licenses are available for issuance:
 - ❧ Tier 1 Cultivator – 10
 - ❧ Tier II Cultivator – 4
 - ❧ Tier III Cultivator – 2
 - ❧ Processor – 10
 - ❧ Dispensary – 48
 - ❧ Tier IV Cultivator and Producer categories will not be issued during the initial application period.

State License Availability (Cont.)

- Four (4) Dispensary licenses per region.
- No more than one (1) Dispensary per County.
- If the number of applications exceeds available licenses, Cabinet to conduct lottery to issue licenses.
- Cultivator, Processor, Producers and Safety Compliance Facilities not subject to regional restrictions.
- Beginning January 1, 2025, Quarterly Reviews to determine further licensing.

Local Jurisdiction Options

- Under KRS 218B.130, the city can either:
 - ☞ Pass an ordinance to **regulate** the time, place, and manner of the cannabis business operations, except that local government can't impose undue burden or make operations unreasonable or impractical.
 - ☞ Local Fees & Zoning Considerations
 - ☞ Pass an ordinance to **prohibit** all cannabis business operations in the City.
 - ☞ Enact a resolution directing that the question be **submitted to voters** at the next regular election.

Next Steps

- Direction from the Commission on which option you would like staff to pursue.
- Timeline for Resolution, Zoning Amendment, License Fee Setting.
- Inform those businesses that have already reached out to the City for more information.

QUESTIONS & DISCUSSION

More Information:

<https://kymedcan.ky.gov/FAQs/Pages/General-Questions.aspx>



TEXT AMENDMENT BOARD OF COMMISSIONERS

CASE NO.	TXT2024-0003
TITLES	126-3 Definitions, 126-109 General Business Zone, B-3; 126-110 Light Industrial Zone, M-1; 126-117 Planned Office Park, POP; 126-119 Hospital Medical Zone, HM
DESCRIPTION	Text change to provide for: • Medical cannabis land uses • General house-keeping and updating

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). Said public hearing took place on August 5, 2024. The Planning Commission has forwarded a favorable recommendation to the Board of Commissioners with all five Planning Commissioners voting “Yea”.

CONSIDERATIONS

A new section of Kentucky Revised Statutes, KRS 218B, takes effect on January 1, 2025. Within these new regulations is the ability for local governments to decide if they would like to opt in to allow different types of medical cannabis land uses to locate within their boundaries. The City of Paducah, based on a Resolution by the Board of Commissioners, has decided to opt into allowing medical cannabis land uses to locate here. Please find the Board of Commissioners Resolution in your packets.

There are five new types of medical cannabis land uses that will be able to go into operation on January 1st. These land uses are cultivators, processors, producers, safety compliance facilities and dispensaries. Each type of land use has been defined in the following section. Staff would like to introduce regulations pertaining to where different land use types of medical cannabis facilities may locate. Staff has gotten feedback and utilized several other Kentucky cities and counties to produce this text amendment, with a heavy draw from both Kenton County and the City of Henderson.

Dispensaries are considered a retail use. However, they have the potential to generate higher rates of traffic. Therefore, staff is proposing they be located in the B-3 General Business Zone, as opposed to the B-1 Convenience & Service Zone and the B-2 Downtown Business Zone. The B-3 Zone is more vehicular-oriented which would help to facilitate the quick turn-around of the nature of the business. By locating in a B-3 Zone, dispensaries thereby promulgate through the Highway Business Zone and all industrial zones. A dispensary would also be an appropriate use in the Hospital Medical Zone.

Safety compliance facilities are akin to laboratories. Therefore, they would be appropriate in industrial zones (beginning in the M-1 Light Industrial Zone), the Planned Office Park and the Hospital Medical Zone. Skilled professionals would be doing the testing on the medical cannabis itself and the products thereof.

The other land uses; cultivators, processors and producers, are all a production, processing or manufacturing type land use. Therefore, these types of land uses would be appropriate in industrial zones, which allows that type of land use as a principally permitted land use. Staff is proposing allowing them

in the M-1 Light Industrial Zone, which would then promulgate through the Heavy Industrial Zone, M-2 and the High-Density Industrial Zone, M-3.

TEXT AMENDMENTS

The proposed amendments are as follows:

Sec. 126-3. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Accessory building means a subordinate building located on the same lot as a principal building, or a subordinate use of land, either of which is customarily incidental to the principal building or to the principal use of the land. Where part of the wall of an accessory building is a part of the wall of the principal building in a substantial manner as by a roof, such accessory building shall be considered as part of the principal building. Local public utility, communication, electric distribution, secondary power lines, gas lines, water lines, sewer lines, guy-wires, small transformers, wires, cables and incidental equipment are considered accessory buildings or structures.

Alley means a permanent public service way providing a secondary means of access to abutting lands.

Arterial highway strip commercial means commercial uses which front on the designated U.S. highways in either the B-1 or the HBZ classifications.

Automobile service station means an establishment with the primary business function of the retail sale of gasoline for passenger vehicle use and the minor service and repair work incidental to the operation of passenger automobiles.

Bed and breakfast means an owner-managed and owner-occupied residential structure used as a lodging establishment where a room or rooms are rented on a nightly basis and in which only breakfast is included as part of the basic compensation.

Berth means the off-street area required for the receipt of, or distribution by vehicles of, material or merchandise with a fourteen (14) foot height clearance, paved with a suitable dust preventative or hard surface.

Block frontage means all the property fronting on one (1) side of a street between intersecting streets, or between a street and the terminus of a dead-end street or the City boundary, measured along the street line.

Board means the City of Paducah Board of Adjustment.

Building means any structure having enclosed space and a roof for the housing or enclosure of persons, animals or chattels.

Building area means the maximum horizontal projected area of a principal or accessory building, excluding open steps, terraces, unenclosed porches not exceeding one (1) story in height or architectural appurtenances projecting not more than two (2) feet.

Building, detached, means a building having no party wall in common or structural connection with another building.

Building, front line of, means the line of the face of the building nearest the front lot line.

Building, height of, means the vertical distance from the average contact ground level at the front wall of a building to the highest point of the coping of a flat roof, to the deck line of a mansard roof or to the mean height level between eaves and ridges for gable & hip or gambrel roofs.

Building line means the line nearest the front and across a lot establishing the minimum open space to be provided between the front line of a building or structure and the front lot line.

Building, nonconforming, means a legally existing building which fails to comply with the regulations set forth in this chapter applicable to the zone in which the building is located.

Building, principal, means a building in which is conducted the main or principal use of the lot on which said building is situated.

Building, semidetached, means a building having one (1) party wall in common with an adjacent building.

Business means the engaging in the purchase, sale, barter or exchange of goods, wares, merchandise or service; the maintenance or operation of offices, or recreational and amusement enterprises.

Carport means a structure consisting of a roof and either walls or columns for the purpose of housing automotive vehicles and other chattels. Said structure shall be considered a building.

Cemetery means land used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery.

City means the City of Paducah, Kentucky.

Clinic or medical center means an establishment where patients are admitted for special study and treatment by two (2) or more licensed physicians and/or dentists and their professional associates, as distinguished from a professional office for general consultation purposes.

Commission means the City of Paducah Planning Commission.

Conditional use means a use which would not impair the public health, safety or welfare in one (1) or more zones, but which would impair the integrity and character of the zone in which it is located or in adjoining zones unless restrictions on location, size, extent and character of performance are imposed in addition to those imposed in the zoning regulations.

Conditional use permit means legal authorization to undertake a conditional use issued by the administrative official pursuant to authorization by the Board of Adjustment consisting of two (2) parts:

A statement of the factual determination by the Board of Adjustment which justifies the issuance of the permit.

A statement of the specific conditions which must be met in order for the use to be permitted.

Cottage home means a structure of not less than one hundred forty (140) square feet nor more than four hundred (400) square feet intended for use as a permanent, single-family residence. A manufactured home, mobile home, camper or recreational vehicle shall not be considered a cottage home. A single cottage home may only be placed on lots smaller than eight thousand (8,000) square feet.

County means McCracken County, Kentucky.

Courtyard means an open unoccupied space on the same lot with a building or group of buildings and bounded on three (3) or more sides by such buildings.

Development plan means written and graphic material for the provision of a development plan, including any or all of the following: location and bulk of buildings and other structures, intensity of use, density of development, streets, ways, parking facilities, signs, drainage of surface water, access points, a plan for screening or buffering, utilities, existing manmade and natural conditions, and all other conditions agreed to by the applicant.

Dwelling means a building, or portion thereof, used primarily for residential occupancy, including single-family, two-family and multi-family occupancy, but not including hotels, motels, short-term rentals (includes special event short-term rentals) or bed and breakfasts.

Dwelling, assisted care, means a building, or portion thereof, consisting of five (5) or more bedrooms, used for residential occupancy by a group. The dwelling is characterized by renters with separate bedrooms for sleeping and shared common areas for reception, recreation, living, cooking, laundry and the like. The dwelling is further signified by the presence of an employee(s) that provides various services such as housekeeping, maintenance, cooking, security, personal care and transportation. This definition is distinguished from, and is intended not to conflict with, KRS 100.982 and 100.984.

Dwelling, multi-family, means a building, or portion thereof, used for occupancy by three (3) or more families living independently of each other.

Dwelling, single-family, means a building used for residential occupancy by one (1) family. A single-family dwelling shall be stick-built, a modular home, a qualified manufactured home or a mobile home located within a mobile home park. Structures or vehicles such as, but not limited to; storage buildings, campers, recreational vehicles, garages, barns and shipping containers shall not be utilized as a single-family dwelling.

Dwelling, two-family, means a building, or portion thereof, used for occupancy by two (2) families living independently of each other. A two-family dwelling shall be stick-built, manufactured or modular. Structures or vehicles such as, but not limited to; storage buildings, campers, recreational vehicles, garages, barns and shipping containers shall not be utilized as a two-family dwelling.

Dwelling unit means a dwelling, or portion of a dwelling, used by one (1) family for cooking, living and sleeping purposes.

Educational institution means a public, parochial or private preprimary, primary, or grammar school; a high school, preparatory school or academy, that is public or founded, owned or conducted by or under the sponsorship of a religious or charitable organization; a private preparatory school or academy furnishing courses of instruction substantially equivalent to the courses offered by public high schools for preparation of admission to colleges or universities which award BA or BS degrees; a junior college or university, that is public or founded or conducted by or under the sponsorship of a religious or charitable organization or a private school when not conducted as a commercial enterprise for the profit of individual owners or stockholders. This definition shall not be deemed to include trade or business schools as defined in this section.

Effective date hereof means October 26, 1976.

Enforcement officer means the Chief Building Official of the City or designee.

Family means one (1) or more persons living as a single housekeeping unit, as distinguished from a group occupying a hotel, club, fraternity or sorority house. A family shall be deemed to include servants.

Fence means a structure consisting of wood, metal, wire, mesh, masonry or other manufactured material.

Floor area ratio (FAR) means the floor area of the building divided by the area of the lot.

Garage, private, means a detached accessory building or portion of a principal building, used for the storage of self-propelled vehicles, in which the capacity does not exceed three (3) vehicles per family housed in the building to which such garage is accessory and not more than one-third (1/3) of the total number of vehicles stored in such garage shall be commercial vehicles. Storage space for not more than three (3) vehicles may be utilized for vehicles of other than occupants of the building to which such garage is accessory.

Garage, public, means any building, except those defined as a private garage, used for the storage or care of motor vehicles, or where such vehicles are equipped for operation, repaired or kept for remuneration, hire or sale.

Ground floor area means the square foot area of a building within its largest outside dimensions computed on a horizontal plane at the ground floor level, exclusive of open porches, breezeways, terraces, garages, exterior stairways and secondary stairways.

Ground level means for buildings having walls adjoining only one (1) street, the elevation at the front lot line at the center of the wall adjoining the street; for buildings having walls adjoining more than one street, the average elevation of the front lot line at the center of all walls adjoining the streets; for buildings having no wall adjoining the street, the average level of the ground adjacent to the exterior walls of the building. Any wall approximately parallel to and not more than five (5) feet from a street is to be considered as adjoining the street.

Heliport means a facility for helicopters to take off and land.

Home occupation means any use conducted entirely within a residential dwelling and carried on solely by the occupants thereof, which use is clearly incidental and secondary to the use of the dwelling purposes and does not change the character thereof, and in connection with which there is no display, no stock in trade or outside storage of equipment nor commodity sold upon the premises and not more than two (2) persons are to engage in such occupation. In no event shall a barbershop, beauty shop, tearoom, bed and breakfast or animal hospital be construed to be a home occupation.

Hospital means a sanitarium, preventorium or clinic, provided such institution is operated by, or treatment given under, the direct supervision of a physician licensed to practice by the State of Kentucky.

Hotel or motel means a building, or portion thereof, or group of buildings in which lodging is provided and offered to the public for compensation and which is open to transient guests, in contradistinction to a lodging house.

Industrial, heavy, means those industries whose processing of products result in the emission of any atmospheric pollutant, light flashes, glare, odor, noise or vibration which may be heard and/or felt off the premises, and those industries which constitute a fire or explosion hazard.

Industry, light, means those industries whose processing of products results in none of the conditions described for heavy industry.

Ingress/ egress easement means an open, unoccupied, officially designated space other than a street or alley, permanently reserved for use as a means of access to abutting property.

Junkyard means any place at which personal property is, or may be salvaged, for reuse, resale, reduction or similar disposition and is owned, possessed, collected, accumulated, dismantled or sorted, including, but not limited to; use of salvaged base metal or metals, their compounds or combinations; or used or salvaged rope, bags, paper, rags, glass, rubber, lumber, millwork, brick and similar property which are used, owned or possessed for the purpose of wrecking or salvaging parts therefrom.

Kennel means any lot or premises on which dogs or small animals are kept for commercial or sale purposes. A non-commercial kennel at, in or adjoining a private residence where hunting or other dogs are kept for the hobby of the householder (i.e., hunting, tracking or exhibiting) or for guarding or protecting the householder's property is permitted in residential zones, provided that such dogs or small animals do not constitute a nuisance to the neighborhood.

Lodging house means a building with more than two (2) but not more than five (5) guest rooms where lodging with or without meals is provided for compensation for a period of time not to exceed six (6) months for each guest.

Lot means a piece, parcel, plot, tract or area of land occupied or capable of being occupied by one (1) principal building and the accessory buildings or uses customarily incidental to it, and including the open spaces required under this chapter, and having its principal frontage on a street or ingress/egress easement.

Lot, corner, means a lot at a junction of, and fronting on, two (2) or more intersecting streets.

Lot coverage means the percentage of the lot area covered by the building area.

Lot, interior, means a lot other than a corner or through lot.

Lot line, front, means, in the case of an interior lot; a line separating the lot from the street or ingress/egress easement and, in the case of a corner lot; the line designated by deed, plat or subdivision requirements.

Lot line, rear, means a lot line which is opposite and most distant from the front lot line and, in the case of an irregular or triangular shaped lot; a line ten (10) feet in length within the lot, parallel to and at the maximum distance from the front lot line.

Lot line, side, means any lot boundary line not a front lot line or a rear lot line.

Lot, through, means a lot having frontage on two (2) parallel or approximately parallel streets.

Lot width means the dimension of a lot at the building setback line.

Manufactured home means a single-family dwelling unit constructed in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended, and manufactured after June 15, 1976, which is designed to be transported across streets and highways to a point of use, and is equipped with the necessary service connections, and includes the plumbing, heating, air conditioning and electrical systems contained therein, and made so as to be readily movable as a unit.

Medical cannabis cultivator. An entity licensed by the State of Kentucky to plant, grow, cultivate, raise, harvest, trim, store, test, package, label, transfer, transport or sell medicinal cannabis seed, seedlings, medicinal plant, medicinal cannabis or medicinal cannabis product to other licensed cannabis business in the state.

Medical cannabis dispensary. An entity licensed by the State of Kentucky to perform retail sales of medicinal cannabis to registered qualified patients or visiting qualified patients. All medical cannabis dispensaries must meet all of the following conditions:

- a. Shall not be located within one thousand (1,000) feet of existing elementary schools, secondary schools or daycares;
- b. Shall not be located within one (1) mile of another medical cannabis dispensary as measured from the nearest property line;
- c. Shall not be located next to any residential structure or mixed-use structure with a residential component;
- d. Exterior signage may only, at most, include text that is the licensee's (1) business or trade name; (2) location & contact information and (3) business type. Exterior signage cannot include a licensee's logo, symbol, branded colors or any images, including; but not limited to, depicting cannabis/cannabis products or the imagery or action of smoking/vaping. Exterior signs also cannot include mottos, selling messages or any other non-essential text. Exterior signs must be on the same parcel as the store and may be freestanding or wall signs. Exterior signage cannot be larger than necessary to reasonably display the information to individuals within or near the licensed premises and cannot be illuminated by neon lights.

Medical cannabis processor. An entity licensed by the State of Kentucky to process and/or package raw medicinal cannabis plant material or plants into approved forms of medical cannabis under Kentucky Revised Statutes and regulations.

Medical cannabis producer. An entity licensed by the State of Kentucky which operates as both a cannabis cultivator and processor.

Medical cannabis safety compliance facility. An entity licensed by the State of Kentucky in which testing for cannabinoid content, pesticides, mold, contamination, vitamin E acetate and other prohibited additives is conducted.

Mobile home means any vehicle, including the equipment sold as a part of a vehicle, which is so constructed as to permit its being used as a conveyance upon public streets or highways by either self-propelled or non-self-propelled means, which is designed, constructed or reconstructed, or added to by means of an enclosed addition or room, in such a manner as will permit the occupancy thereof as a dwelling or sleeping place for one (1) or more persons, which is both used and occupied as a dwelling or sleeping place, having no foundation other than wheels, jacks, skirting or other temporary supports.

Mobile home park means an area of land upon which two (2) or more mobile homes are harbored for the purpose of being occupied either free of charge or for revenue purposes and shall include any building, structure, vehicle or enclosure used or intended for use as a part of the equipment of such mobile home park.

Nursing home means an establishment which provides full-time convalescent or chronic care, or both, for four (4) or more individuals who are not related by blood or marriage to the operator and who, by reason of chronic illness or infirmity, are unable to care for themselves. Neither care for the acutely ill nor surgical or obstetrical services shall be provided in such a home. A hospital or sanatorium shall not be construed to be included in this definition.

Parking area, public, means an open off-street area, designed for use or used for the temporary parking of motor vehicles when available for public use, whether free or for compensation or as an accommodation for clients or customers.

Parking space (off-street) means an off-street space accessible from a street, alley or ingress/ egress easement with a minimum width of nine (9) or ten (10) feet, depending on land use. The minimum length of such space shall be contingent upon the degree or angle of the space and the maneuverability area required. As a guide to establishing a minimum length, the Commission shall refer to Illustration No. 1 in the appendix immediately following this chapter.

Person means and includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.

Personal and convenience services means a business offering services such as barbershops, beauty shops, laundromats, laundry and dry-cleaning pickup and delivery stations (but excluding actual laundry operations) and similar uses.

Planting screen or landscape screen means a completely planted visual barrier composed of evergreen plants and trees arranged to form both a low-level and a high-level screen. The high-level screen shall consist of evergreen trees or shrubs planted with specimens having an initial height above ground when planted of not less than five (5) feet and planted at intervals of not more than eight (8) feet on-center. The low-level screen shall consist of evergreen shrubs having an initial height above ground when planted of not less than two (2) feet and spaced at intervals of not more than four (4) feet on-center. The low-level screen shall be planted in alternating rows to produce a more effective barrier.

Professional office means offices of members of recognized professions such as physicians, surgeons, lawyers, engineers, dentists and architects.

Retaining wall means a physical barrier necessary to prevent the erosion and/or deterioration of an established elevation.

Short-term rental means a dwelling or room that is rented, leased or assigned for a tenancy for less than thirty (30) consecutive days in duration and where no meals are served or provided by the host to any guest. A short-term rental may be owner occupied or non-owner occupied.

Short-term rental, special event, means a dwelling or room that is rented, leased or assigned for a tenancy for less than seven (7) days a year and where no meals are served or provided by the host to any guest. A special event short-term rental may be owner occupied or non-owner occupied. There shall be a maximum of two (2) permits issued a year.

Sight triangle means a triangular space at the street corner of a corner lot, free from any kind of obstruction to vision between the heights of two and one-half (2 ½) and twelve (12) feet above established grade,

determined by a diagonal line connecting two (2) points measured fifteen (15) feet equidistant from the street right-of-way corner along each property line.

Street means a right-of-way, other than an alley or ingress/ egress easement, dedicated or otherwise legally established for public use, usually affording the principal means of access to abutting property.

Structural alteration means any change in the supporting members of a building, such as bearing walls, partitions, columns, beams or girders; or any substantial change in the exterior walls or the roof.

Structure means anything constructed or made, the use of which requires permanent location in or on the ground or attachment to something having a permanent location in or on the ground including, buildings and signs.

Towing or wrecker service means a person engaged in the business, or offering the services of, a vehicle towing or wrecker service, whereby motor vehicles are towed or otherwise removed from the place where they are parked or disabled by use of a truck, automobile or other vehicle so adapted to that purpose, or in the business of storing operable or disabled motor vehicles.

Trade or business school means a secretarial school or college; or business school or college, that is not public and not owned or conducted by or under the sponsorship of a religious or charitable organization; or a school conducted as a commercial enterprise for teaching instrumental music, dancing, barbering or hairdressing, or for teaching industrial skills in which machinery is employed as a means of instruction. This definition shall not be deemed to include an educational institution as defined in this section.

Use means the employment or occupation of a building, structure or land for a person's service, benefit or enjoyment.

Use, nonconforming, means an existing use of land or building which was legal prior to the effective date hereof, but which fails to comply with the requirements set forth in this chapter applicable to the zone in which such use is located.

Use, open, means the use of a lot without a building or including a building incidental to the open use with a ground floor area equal to five (5) percent or less of the area of the lot.

Variance, dimensional, means departure from the terms of the zoning regulations pertaining to height or width of structures and size of yard and open spaces where such departure will not be contrary to the public interest, and where, owing to conditions peculiar to the property because of its size, shape or topography, and not as a result of the action of the applicant, the literal enforcement of the zoning regulations would result in unnecessary and undue hardship.

Yard means a space on the same lot with a principal building that is open and unoccupied other than by steps, walks, terraces, driveways, lampposts and similar appurtenances, and unobstructed by structures, except as otherwise provided in this chapter.

Yard, front, means a yard extending across the full width of the lot, between two (2) side lot lines, the depth of which is the least distance between the street right-of-way and the building line.

Yard, rear, means a yard extending across the full width of the lot between the two (2) side lot lines and between the rear line and a line parallel to, and coexisting with, the rear of the principal building.

Yard, side, means a yard bounded by the rear yard, the front yard, the side lot line and the principal building.

Zoning map means the official zoning map of the City.

Sec. 126-109. General Business Zone, B-3.

The purpose of this zone is to provide an area for high intensity commercial activity of a wholesale nature and to ensure easy highway access for such uses.

(1) *Principal permitted uses.*

- a. Any use permitted in the B-2 Zone;
- b. Wholesale establishments;
- c. Automotive equipment sales and repair;
- d. Laundry and dry-cleaning establishments;
- e. Seasonal fireworks tents;
- f. Medical cannabis dispensaries;
- g. Light industrial operations (as approved by the Planning Commission according to degree of objectionable smoke, noise, odor, glare, vibration and heavy freight traffic generation).

(2) *Minimum yard requirements.* None.

(3) *Minimum area requirements.* None.

(4) *Maximum building height.* None.

Sec. 126-110. Light Industrial Zone, M-1.

The following provisions shall apply in the M-1 Zone unless otherwise provided herein:

(1) *Principal permitted uses.*

- a. Any use permitted in the B-3 Zone;
- b. Any industrial, manufacturing, fabrication or processing use which does not emit objectionable noise, smoke, odor or dust beyond the confines of its property;
- c. Warehouses and storage buildings;
- d. Public and commercial sewage disposal plant;
- e. Towing or wrecker service;
- f. Medical cannabis cultivators, processors, producers and safety compliance facilities;
- g. Any other use which, in the Commission's opinion, would be compatible in the B-3 Zone.

(2) *Conditionally permitted uses.*

- a. Any other industrial use determined to be of the same general character as the above permitted uses.

- b. Animal hospital or kennel, located not closer than three hundred (300) feet to ~~an R-Zone~~ a residential zone.
- c. Heliport.

(3) *Minimum yard requirements.*

- a. Permitted uses having a total ~~plan floor area of then~~ floor plan of ten thousand (10,000) square feet or less:
 - 1. Front yard: Twenty-five (25) feet, except for highway strip uses for which a fifty (50) foot front yard is required.
 - 2. Side yard: Ten (10) feet.
 - 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet applies.
 - 4. No storage of materials or equipment shall be allowed in the minimum front yard.
- b. Permitted uses with a total ~~plan floor area~~ floor plan of more than ten thousand (10,000) square feet:
 - 1. Front yard: Fifty (50) feet.
 - 2. Side yard: Twenty-five (25) feet.
 - 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet applies.

(4) *Minimum area requirements.*

- a. Permitted uses having a total ~~plan floor area~~ floor plan of four thousand (4,000) square feet or less:
 - 1. Minimum lot area: Seven thousand, five hundred (7,500) square feet.
 - 2. Minimum lot width: Sixty (60) feet.
- b. Permitted uses with a total ~~plan floor area~~ floor plan of more than four thousand (4,000) square feet:
 - 1. Minimum lot area: Fifteen thousand (15,000) square feet.
 - 2. Minimum lot width: Seventy-five (75) feet.

(5) *Maximum building height.* None.

(6) *Maximum lot coverage.*

- a. Principal structures: Fifty (50) percent of gross lot area.
- b. Total coverage by principal structures, accessory structures and outside storage: Seventy (70) percent of gross lot area.

Sec. 126-117. Planned Office Park, POP.

The purpose of this zone is to provide adequate space for permitted uses in a park setting, designed to attract tenants who may require access to high-capacity information sharing appurtenances, transmitting ~~and~~ & receiving facilities and sufficient utilities. Furthermore, the zone is intended:

~~To~~ to provide sufficient space in appropriate locations for attractive, landscaped offices; ~~and~~
~~To~~ and to ensure compatibility of uses ~~and~~ & operations within the Planned Office Park Zone.

1. *Principal permitted uses.*

- a. Offices for business, professional, governmental, political and charitable organizations.
- b. ~~Banks, credit agencies, security and commodity brokers, credit institutions, savings and loan companies, and holding and investment companies.~~ Financial institutions including holding and investment companies.
- c. Computer and data processing centers.
- d. ~~Telephone exchanges.~~
- e. Radio and television studios.
- f. Cable television signal distribution centers and studios.
- g. ~~Ticket and travel~~ Travel agencies.
- h. ~~Kindergarten, nurseries and daycare facilities~~ Daycare.
- i. ~~Business colleges, technical and trade schools, educational institutions.~~ High schools, colleges, universities, technical schools and trade schools.
- j. Hospitals.
- k. Parks ~~(public and private).~~
- l. Research, testing and development laboratories or centers.
- m. ~~Production facilities (high degree of scientific input, tech).~~ Technological or scientific production facilities.
- n. Educational, scientific and research organizations.
- o. Library.
- p. Nursing or assisted living homes.
- q. ~~Special event short-term rentals.~~ Short-term rentals (includes special event short-term rentals).
- r. Medical cannabis safety compliance facilities.
- s. Any other similar use which, in the Planning Commission's opinion, would not impair the character of the POP Zone.

2. *Accessory uses.* Accessory uses ~~are those permitted uses~~ that are clearly incidental and subordinate to the permitted use.

- a. Spaces for the limited display of merchandise.
- b. Personal service centers, including food service, only for employees, residents, or visitors to any permitted use. These centers shall have and having no direct access to the exterior of the building and shall not have ~~having no~~ display space, drive-through areas, or ~~any~~ signs visible from ~~the~~ outside the building.
- c. Residential dwellings.

3. *Conditionally permitted uses.* ~~As determined by the Board of Adjustment, these uses cannot emit onto adjacent properties an objectionable amount of hazardous and/or obnoxious emissions. These may be, but not be limited to; smoke, odor, noise, glare, vibrations, etc. Any of the following uses which do not emit objectionable noise, smoke, odor or dust beyond the confines of its property.~~

- a. ~~Facilities~~ Technological or scientific facilities in connection with bona fide agricultural operations.
- b. Clubs ~~(public and private)~~.
- c. Satellite dish antennas.
- d. Airports and heliports.
- e. Hotels, motels or lodges with facilities specifically intended to serve the needs of the park tenants.
- ~~f. Drive-through facilities for the sale of goods or services otherwise permitted.~~
- g. Light manufacturing and assembly operations.
- h. Warehousing operation utilized in conjunction with a permitted use.
- i. Sit-down restaurants (drive through not permitted).
- ~~j. Short-term rentals.~~

4. *Minimum yard requirements.*

- a. Front yard: Fifty (50) feet.
- b. Side yard: Thirty (30) feet.
- c. Street side yard: Fifty (50) feet.
- d. Rear yard: Fifty (50) feet
- e. Maximum coverage: Fifty (50) percent (building only, surface parking excluded).

5. *Minimum area requirements.*

- a. Minimum lot area: One (1) acre.
- b. Minimum lot width: One hundred (100) feet.

6. *Maximum building height.* ~~Five (5) stories, None,~~ except that minimum yard standards are increased by five (5) feet for each story over ~~three (3) stories or thirty-five (35) feet~~ five (5) stories.

7. *Open space.* At least twenty-five (25) percent of contiguous Planned Office Park zoned areas must be allotted to open space.

8. *Landscaping.*

- a. Generally. A minimum of ten (10) percent of the entire lot shall be devoted to landscaping. Up to fifty (50) percent of this requirement may be credited toward preservation of substantial naturally occurring trees, shrubbery, wildflowers, water courses and rock formations. Areas of preservation should be inventoried and indicated on site plans.

- b. Parking lot landscaping requirements. For each ~~one-hundred~~ one hundred (100) square feet, or fraction thereof, of vehicular use area, a minimum of five (5) square feet of landscaped area shall be provided; ~~this~~ This may ~~be included inside of~~ include islands, peninsulas and other geometric devices used to encourage vehicle circulation.
 - c. Screening. Screening per section 126-83 shall be provided in the rear ~~yards~~ yard of those lots which abut ~~adjacent~~ properties outside the POP Zone.
9. *Amendments.* Amendments to the zone map for POP Zones shall be:
- a. Freestanding zones: Forty (40) acres.
 - b. Expansion of existing: No minimum.

Sec. 126-119. Hospital Medical Zone, HM.

The purpose of this zone is to provide a more flexible and customized approach for the development, parking and circulation needs of medical centers and complexes. Uses not specifically allowed by this section are expressly excluded, ~~except as provided herein~~.

1. *Principal permitted uses.* All uses are to be conducted wholly within a building ~~except for off-street loading/unloading and surface parking~~.
 - a. General medical hospitals with in-patient and out-patient services.
 - b. Offices and clinics of health care practitioners including physicians, surgeons, osteopaths, psychologists, psychiatrists, chiropractors, nurses, rehabilitation therapists ~~(physical, occupational, respiratory & recreational)~~, medical and psychiatric social workers, dentists, nutritionists, dietitians, opticians, optometrists, and other similar medical uses licensed and certified by the State of Kentucky as health care specialists or practitioners.
 - c. Medical technology and testing laboratories.
 - d. Medical and dental related health care educational facilities and schools.
 - e. Medical cannabis dispensaries and safety compliance facilities.
 - f. Other closely related uses, as approved by the Planning Commission following a public hearing. ~~Inclusion of such uses may be included in an approved development plan.~~
2. *Accessory uses.* Accessory uses ~~are those permitted uses that~~ are allowed only when they are clearly incidental, subordinate and in the presence of ~~the~~ permitted uses in the HM Zone. They may be included in the principal building, an accessory building or on a separate lot. All uses are to be conducted wholly within a building ~~except for off-street loading/unloading and surface parking~~.
 - a. Administrative offices (hospital/medical).
 - b. Ambulance service.
 - c. Chapels.
 - d. Daycare ~~(nursery, child, pre-school, and adult)~~.
 - e. Food service.
 - f. Gift and flower shops.
 - g. Heliports.

- h. Hospice.
 - i. Linen/laundry service.
 - j. Lodging, visitor.
 - k. Medical insurance service.
 - l. Medical, dental and other health care professional organization offices.
 - m. Mobile diagnostic and treatment trailers.
 - n. Nursing, transitional care and assisted care homes.
 - o. Parking garages.
 - p. Pharmacies with retail sales of general merchandise.
 - q. Retail sales of medical and dental supplies and services including prosthetics, optical, and other similar medical and/or dental goods and services.
 - r. Temporary buildings.
 - s. Uniform shops.
 - t. Short-term rentals (includes special event short-term rentals).
3. *Minimum yard requirements.*
- a. Front yard: Fifty (50) feet, seventy-five (75) feet on arterials.
 - b. Side yard: Twenty-five (25) feet.
 - c. Rear yard: Twenty-five (25) feet.
4. *Minimum area requirements.*
- a. Minimum lot area: Five thousand (5,000) square feet.
 - b. Minimum lot width: Fifty (50) feet.
5. *Landscape requirements.* Ten (10) percent of the entire site shall be landscaped. ~~Detailed landscape plans shall be submitted with a development plan.~~
6. *Density.* The floor area ratio (FAR) shall not exceed two (2) to one (1).

STAFF RECOMMENDATION

Based on the above and further based on the Planning Commission's positive recommendation, staff recommends approval of the text amendment.