



**SPECIAL CALLED CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 17, 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

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 August 27, 2024, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Purchase of One (1) Crew Cab Dump Truck for use by the Public Works Department Street Division
	E.	Purchase of One (1) 3/4Ton Pickup Truck for use by the Parks Department
	F.	Approve Funding Agreement with Paxton Park for a Greens mower in the Amount of \$50,000
	II.	<u>MUNICIPAL ORDER</u>
	A.	Authorize the Acceptance of a National Park Service Paul Bruhn Grant in the amount of \$750,000. -- H.REASONS
	B.	Authorize reimbursement to the Industrial Development Authority not to exceed \$958,404 for site preparation at the Triple Rail Site in West Paducah. D. JORDAN

		C.	Employment Agreement with Carol Gault to be the Director of Planning of the City. D. JORDAN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	City of Paducah Proposed Tax Rates - FY2025 - J. PERKINS
		B.	Paducah Independent School District Tax Rates to be collected by City of Paducah - J. PERKINS
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Acceptance of Permanent Utility Easement from Owner of Property located at 723 Cruse Avenue - M. TOWNSEND
		B.	Amend Zoning Map - Rezoning of 200 Fountain Avenue - J SOMMER
	V.	<u>DISCUSSION</u>	
		A.	Commission Priorities Update - M. SMOLEN
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VII.	<u>EXECUTIVE SESSION</u>	

August 27, 2024

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, August 27, 2024, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the Assistant City Clerk, the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Wilson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PUBLIC HEARING - 2024-2025 Proposed Tax Rate

Communications Manager Pam Spencer provided the following summary:

A property tax levy public hearing was held to discuss setting the 2024-2025 tax rate at 26.4 cents per \$100 assessed value, slightly higher than last year's rate of 25.6 cents.

"The City's Compensating Rate, the rate that would keep the revenue at the same amount as last year, is 25.4 cents per \$100 assessed value. Kentucky Revised Statutes (KRS) permits a city to adjust the rate upward no more than 4 percent of the compensating rate. Since the City's proposed tax levy of 26.4 cents is higher than the compensating rate, a public hearing was required."

There was one public comment from the audience. Matt Baker spoke on several issues.

NEW EMPLOYEE INTRODUCTIONS

Chief Brian Laird introduced Deflection Specialist Allison Blackwell and Deflection Officer Matthew Wentworth.

PROCLAMATIONS

- The Mayor presented a Proclamation to Troy Brock, Director of Public Personnel for the Paducah Public Schools, proclaiming September "Attendance Awareness Month."
- The Mayor proclaimed September "City Government Month."

PRESENTATION:

Communications Manager, Pam Spencer, provides the following summary:

Paducah Power System Update

"Paducah Power System Chief Executive Officer Dave Carroll and Chief Operating Officer Rick Windhorst provided an update on the public power provider's activities. Paducah Power System (PPS) serves approximately 22,500 customers with a system of roughly 800 miles of distribution line. PPS owns 104 megawatts (MW) of power through Prairie State Generating Company in addition to a natural gas peaking plant on Schneidman Road capable of producing 108 MW of

August 27, 2024

power. PPS also receives 15 MW of power from American Municipal Power hydropower plants and 2 ½ MW of hydropower from Southeastern Power Administration. By selling excess capacity and other rate-reducing efforts, PPS has been able to lower residential rates approximately 6 percent as compared to the 2014 rates. Carroll also discussed the power provider’s extremely high reliability, recent system upgrades, and ongoing projects including the Electric Vehicle Readiness Plan and the Fiber-to-the-Home Pilot Project.”

MAYOR RECOGNITION

Mayor Bray recognized Alpha Kappa Alpha for their service and contributions to the community.

ADDITIONS AND DELETIONS:

City Manager Daron Jordan added a Municipal Order to the agenda authorizing the acceptance of \$3,500 in grant funding awarded by the Kentucky Fire Commission for the use of acquiring Personal Protective Equipment. The City did not have to apply for this grant funding.

CONSENT AGENDA

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

I(A)	Approve Minutes for the August 13, 2024, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Minute File:</u> 1. Letter to Oscar Cross Boys & Girls Club – Permanent Utilization of 2956 Park Avenue – Concession Agreement – MO #2933 <u>Contract File:</u> 1. Kentucky Highway Safety Grant - \$41,000 – MO #2845 2. Household Hazardous Waste Management Grant Agreement – MO #2872 3. Contract – 2024 Kentucky 911 Services Board Grant - \$99,653 – MO #2913 4. Contract with Axon Enterprise, Inc. – purchase of Tasers - \$361,612.28 – MO #2930 5. Contract Modification with Axon Enterprise, Inc. – body-worn and in-car camera systems - \$75,154 – MO #2931 6. Employment Agreement – Matthew Wentworth – Paducah Police Officer – MO #2939 7. Contract For Services FY2025 – City of Paducah and GPEDC – MO #2941 8. Contract For Services FY2025 – City of Paducah and Paducah Transit Authority – MO #2942 9. Contract For Services FY2025 – City of Paducah and Barkley Regional Airport Authority – MO #2943 10. Agreement to Purchase Nine (9) Police Pursuit Rated SUV’s – Linwood Motors – MO #2946 11. Agreement to Purchase Holiday Decorations from Holiday Outdoor Décor – MO #2948

August 27, 2024

	12. Mellon Foundation Grant in the amount of \$1.34 million – Uppertown Heritage Foundation – MO #2949 13. Contract For Services FY2025 – City of Paducah and Paducah Alliance of Neighbors – No Commission Action – signed by Daron Jordan, City Manager <u>Financials:</u> 1. Paducah Water Financials ending July 31, 2024 <u>Bids and Proposals File:</u> 1. Purchase of Nine Police Pursuit SUV's Linwood Motors – MO #2946
I(C)	Reappointment of Bob Wade to the Paducah Planning Commission. This term shall expire August 31, 2028.
I(D)	Reappointment of Anthony Walton and Appointment of Charles Gurley to the Paducah Human Rights Commission. These terms shall expire July 25, 2027.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF SOLID WASTE DUMPSTERS, LIDS AND REPLACEMENT PARTS IN AN AMOUNT NOT TO EXCEED \$150,000 FROM WASTEQUIP THROUGH THE HGAC PURCHASING GROUP FOR FY25 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME. (MO #2950; BK 13)
I(G)	A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1128 NORTH 13 TH STREET AND 1104 ELLIS STREET FROM CHRISTOPHER HELM, THOMAS ERIC AND ELIZABETH HELM TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE. (MO #2951; BK 13)
I(H)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1314 OSCAR CROSS AVENUE, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, TRANSFERRING THE PROPERTY WITHOUT COMPENSATION TO PADUCAH ALLIANCE OF NEIGHBORS FOR ECONOMIC DEVELOPMENT PURPOSES, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO #2952; BK 13)
I(I)	A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 2 TO THE CONTRACT WITH HDR, INC., FOR PROFESSIONAL ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION, IN AN AMOUNT OF \$30,000 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME (MO #2953; BK 13)

August 27, 2024

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 ORDER

AUTHORIZE THE RECEIPT OF \$3,500 FROM THE KENTUCKY FIRE COMMISSION FOR USE IN ACQUIRING PERSONAL PROTECTIVE EQUIPMENT (PPE)

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE RECEIPT OF \$3,500 FROM THE KENTUCKY FIRE COMMISSION FOR THE USE OF ACQUIRING PERSONAL PROTECTIVE EQUIPMENT (PPE) AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2954, BK 13)**

ORDINANCE ADOPTION

MEDICAL CANNABIS ZONING TEXT AMENDMENT

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AMENDING SECTION 126 OF THE PLANNING AND/OR ZONING ORDINANCE RELATING TO MEDICAL CANNABIS.” This Ordinance is summarized as follows: This Ordinance regulates land use applicable to medical cannabis businesses in the City of Paducah, including zones in which licensed businesses may operate as dispensaries, cultivators, producers and safety compliance facilities. This ordinance places reasonable limitations on medical cannabis businesses in geographic location as well as in advertisement.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2024-08-8821, BK 37)**

ORDINANCE INTRODUCTIONS

CITY OF PADUCAH PROPOSED TAX RATES – FY2025

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled; “AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2024, THROUGH JUNE 30, 2025, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.”

August 27, 2024

PURPOSE	RATE PER \$100
GENERAL FUND OF THE CITY:	
Real Property	\$0.264
Personal Property (except inventory)	\$0.356
Motor Vehicles and Watercraft	\$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE	
Real Estate	\$0.014
Personal Property (except inventory)	\$0.013
Motor Vehicles and Watercraft	\$0.031
Total Tax Rate per \$100 – real property	\$0.278
Total Tax Rate per \$100 – personal property	\$0.369
Total Tax Rate per \$100 – inventory	\$0.000
Total Tax Rate per \$100 – motor vehicle & watercraft	\$0.421

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

- (1) In the case of tax bills which reflect an amount due of less than Two Thousand Dollars (\$2,000.00), the payment shall be due on November 1, 2024, and shall be payable without penalty and interest until November 30, 2024.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2024, and shall be payable without penalty and interest until November 30, 2024.
 - (b) The second half payment shall be due on February 1, 2025, and shall be payable without penalty and interest until February 28, 2025.

PADUCAH INDEPENDENT SCHOOL DISTRICT TAX RATES TO BE COLLECTED BY CITY OF PADUCAH

Commissioner Gault offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled; “AN ORDINANCE AUTHORIZING THE CITY OF PADUCAH TO COLLECT TAXES FOR THE PADUCAH INDEPENDENT SCHOOL DISTRICT FOR THE PERIOD FROM JULY 1, 2024 THROUGH JUNE 30, 2025” This ordinance is summarized as follows: The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period of July 1, 2024 through June 30, 2025, an ad valorem tax of eighty-seven and 4/10 cents (\$0.874) on each one hundred dollars (\$100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, and an ad valorem tax of eighty-seven and 4/10 cents (\$0.874) on each one hundred dollars (\$100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

August 27, 2024

PURPOSE

RATE PER \$100.00

PADUCAH INDEPENDENT SCHOOL DISTRICT

Real Estate

\$0.874

Personal Property (including inventory)

\$0.874

Taxes authorized to be collected shall be due and payable as set forth in the Ordinance for setting Tax Levies for the City of Paducah for FY2025 as adopted.

DISCUSSION

Communications Manager Pam Spencer offered the following summary:

Street Paving Program

“Interim City Engineer Greg Guebert updated the Board on the street rehabilitation program. The City approved a multi-year contract in November 2021 with Bacon Farmer Workman Engineering & Testing (BFW) to perform pavement inspections on City streets using the PAVER software program. This five-year contract provides an inspection of 20 percent of the streets each year and the development of street rehabilitation plans. Using the inspection data and the PAVER software, each segment of roadway is assigned a Pavement Condition Index (PCI) between 0 and 100 with 100 representing the best possible condition of a street. The PAVER system pinpoints streets in need of repair and identifies problems that lead to a street’s demise. The goal is for Paducah to have the street rehabilitation rate outpace the deterioration rate. Guebert also explained the factors that are considered in deciding which streets to pave including traffic impact, utility work, economic development or construction projects, subdivision and neighborhood rehabilitation projects, and budget.

In addition to the approximately \$400,000 to \$600,000 per year the City receives from the allocation of State gas tax funds, the City set aside approximately \$2,000,000 for street rehabilitation this fiscal year. The amount the City has put toward street rehabilitation has been steadily increasing. For example, the amount allocated in fiscal year 2021 was \$600,000. At the end of the presentation, Guebert showed the projected street rehabilitation plan for the next two years. To learn more and see the plan, visit <https://paducahky.gov/streets>.”

COMMENTS

City Manager Jordan reminded everyone of the Labor Day holiday on September 2, 2024, and that City offices would be closed that day.

EXECUTIVE SESSION

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

- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

August 27, 2024

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

RECONVENE IN OPEN SESSION

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

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

ANNOUNCEMENT REGARDING AGREEMENT WITH WEYLAND VENTURES

Prior to adjourning the meeting, Mayor George Bray announced that the City is dissolving its agreement with Weyland Ventures, a mutual decision by both parties. A copy of the Press Release will be filed in the Minutes File of this meeting.

ADJOURN

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

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

TIME ADJOURNED: 7:00 p.m.

ADOPTED: August 27, 2024

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

September 17, 2024

RECEIVE AND FILE DOCUMENTS:

Deeds File:

1. Deed of Conveyance – Blackowl Home Builders LLC – 817 South 5th Street – MO #2924
2. Deed of Conveyance – Boss Management Development LLC – 809 South 4th Street – MO #2925
3. Deed of Conveyance – Bradley Mosey - 621 and 623 McKinley Street – MO #2936

Contract File:

1. Proposal from BFW Engineering & Testing, Inc. – Riverfront Landing – Water service floodwall penetration – Signed by City Manager Daron Jordan
2. Contract with Trace3 – purchase of hardware and software – E911 servers – Not to exceed \$130,000 – MO #2922
3. 911 Tower Lease Agreement – American Towers LLC – MO #2940
4. Contract Modification #2 – Professional Services Contract with HDR, Inc. – Paducah Riverfront Infrastructure Improvement Project – BUILD Grant - \$30,000 – MO #2953
5. Franchise Agreement with Atmos Energy Corporation – ORD 2024-07-8819

CITY OF PADUCAH
September 17, 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

September 12, 2024

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
September 17, 2024**

NEW HIRES - FULL-TIME (F/T)

<u>HUMAN RESOURCES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Krebs, Janet L.	Administrative Assistant	\$20.20/hr	NCS	Non-Ex	September 19, 2024
<u>PARKS & RECREATION</u>					
Aishe, Major D.	Parks Maintenance Laborer	\$17.59/hr	NCS	Non-Ex	September 19, 2024
<u>PUBLIC WORKS</u>					
Crittendon, William H.	Solid Waste Truck Driver	\$21.72/hr	NCS	Non-Ex	September 19, 2024

NEW HIRES - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Davidson, Kimberly	Camp Coordinator	\$14.00/hr	NCS	Non-Ex	September 13, 2024
Seay, Lesa	Camp Coordinator	\$14.00/hr	NCS	Non-Ex	September 3, 2024
Snyder, Landon	Recreation Leader - Camp Counselor	\$12.00/hr	NCS	Non-Ex	September 3, 2024

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

<u>E911</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>
Curry, Harlie N.	Telecommunicator \$20.36/hr	Telecommunicator \$20.77/hr	NCS	Non-Ex	August 8, 2024
<u>ADMINISTRATION</u>					
Jordan, Daron E.	City Manager \$90.07/hr	City Manager \$93.67/hr	NCS	Ex	August 8, 2024
<u>FINANCE</u>					
Davenport, Kamra M.	Accountant \$27.38/hr	Accountant \$28.20/hr	NCS	Ex	September 5, 2024
<u>POLICE</u>					
Miller, Sabrina N.	Evidence Technician \$21.50/hr	Senior Evidence Technician \$23.65/hr	NCS	Non-Ex	September 5, 2024
Newlon, Kimberly G.	Senior Administrative Assistant \$26.26/hr	Senior Administrative Assistant \$26.92/hr	NCS	Non-Ex	September 5, 2024
<u>PUBLIC WORKS</u>					
Gray, Jerry	ROW Maintenance \$23.62/hr	Compost Equipment Operator \$24.24/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>
Cordero, Carlos M.	Patrolman	Resignation	August 29, 2024
Prusaczyk, Andrew D.	Patrolman	Resignation	September 8, 2024
<u>PUBLIC WORKS</u>			
Hayes, Christopher L.	Maintenance Technician	Retirement	August 30, 2024
Smith, Taylor J.	Compost Equipment Operator	Resignation	August 5, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: September 17, 2024

Short Title: Purchase of One (1) Crew Cab Dump Truck for use by the Public Works Department Street Division

Category: Municipal Order

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

Background Information: On August 29, 2024, sealed written bids were opened for the purchase of One (1) Crew Cab Dump Truck to be used by the Public Works Department Street Division. Three bids were received, with Linwood Motors submitting the highest evaluated bid in accordance with the specifications, at a price of \$96,149.00. With a delivery time of 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 One (1) Crew Cab Dump Truck for use by the Public Works Department Street Division in accordance with the specifications in the amount of \$96,149.00.

Attachments:

1. MO - purchase one crew cab dump truck – Public Works Department, Street Division
2. 00020 - Invitation to Bid
3. Bid Tab -One Crew Cab Dump Truck
4. 00500 - Agreement_proposed
5. Spec Pick Up List
6. Linwood bid
7. Tim Short Dodge bid
8. Tim Short Ford bid

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) CREW CAB DUMP TRUCK IN THE TOTAL AMOUNT OF \$96,149, FOR USE BY THE PUBLIC WORKS DEPARTMENT, STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Linwood Motors in the amount of \$96,149 for sale to the City of Paducah one crew cab dump truck for use by the Public Works Department, Street Division, said bid being the lowest evaluated bid, of August 29, 2024.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, for the purchase of one crew cab dump truck, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicle Fleet Maintenance Trust Fund, Account Number 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:

Claudia S. Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, September 17, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, September 17, 2024
\\mo\purchase one crew cab dump truck – Public Works Department, Street Division

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **ONE (1) CREW CAB DUMP TRUCK** for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** on **Thursday, August 29, 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****One (1) Crew Cab Dump Truck - PW Department Street Division****LOWEST EVALUATED BID****BID OPENING: 2:00 p.m. CST on August 29, 2024**

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Jake Brenningmeyer 3345 Park Ave. Paducah, KY 42001	Tim Short Dodge Ron Blackburn 99 Tim Short Dr. Morehead, KY 40351	Tim Short Ford Ron Blackburn 99 Tim Short Dr. Morehead, KY 40351
One (1) Crew Cab Dump Truck	\$96,149.00	\$92,318.00	\$91,105.00

Delivery Time	180 Days	110 Days	120 Days
Manufacturer:	Ram	Ram	Ford

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes	Yes	Yes
2. Manufacturer Specifications	Yes	Yes	Yes
3. Warranty Information	Yes	Yes	Yes
4. Compliance with Tech Specs form	Yes	No	No
5. Deviations with Information	None	Yes	Yes
Kentucky State Bidder	Yes	Yes	Yes

Responsive & Responsible Bidder:	Yes	Yes	Yes
Evaluation Score:	970.00	946.00	928.00
BID RECOMMENDED FOR ACCEPTANCE	Yes	No	No

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

AGREEMENT TO PURCHASE ONE (1) CREW CAB DUMP TRUCK

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 **ONE (1) CREW CAB DUMP TRUCK** to be used by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** in full compliance with the Bid Proposal Dated **AUGUST 29, 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: **Ninety-Six Thousand, One Hundred Forty-Nine dollars (\$96,149.00)** 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 _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

PUBLIC WORKS DEPARTMENT

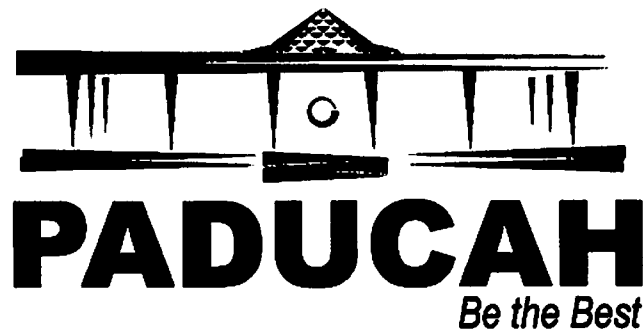
ONE (1) CREW CAB DUMP TRUCK - PUBLIC WORKS DEPARTMENT STREET DIVISION

BID OPENING: Thursday, August 29, 2024, 2:00 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	Prime Vendor	Kim Jones	4622 Cedar Ave Wilmington, NC 28403	910-805-9630	910-726-1973	primevendor123@gmail.com sent via email 8/8/24 @ 8:51am
2	Tri State International	Randall Cross	100 Max Hurt Dr Murray, Ky 42071	270-227-5275	753 5773	PCROSS@TriStateinternational.com
3	Linwood	Jack Brenningmeyer	3476 Park Ave Paducah, Ky 42001	270-444-6901		jackbrenningmeyer@gmail.com sent via email 8/14/24 @ 9:16am
4	Tim Short Automotive	Ron Blackburn	99 Tim Short Dr Morehead, Ky 40351	859-351-1752		rrblackburn1212@msn.com via email 8/14/24 @ 11:50am
5	Stringfellow	Craig Miller	312 S Fourth St, Suite 700 Louisville, Ky 40202	502-773-1350		craigmiller@stringfellow.biz sent via email 8/20/24 @ 10:12am
6						
7						
8						
9						
10						

CITY OF PADUCAH

PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS



SPECIFICATIONS FOR THE PURCHASE OF

ONE (1) CREW CAB DUMP TRUCK

**FOR USE BY
PUBLIC WORKS DEPARTMENT
STREET DIVISION**

AUGUST 2024

TABLE OF CONTENTS

ONE (1) CREW CAB DUMP TRUCK for use by the PUBLIC WORKS DEPARTMENT STREET DIVISION

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
01008	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.....	1

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **ONE (1) CREW CAB DUMP TRUCK** for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** on **Thursday, August 29, 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, August 22, 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 ONE (1) CREW CAB DUMP TRUCK
for use by the
PUBLIC WORKS DEPARTMENT STREET DIVISION**

Proposal of L2N Woods Motors
(hereinafter called Bidder), organized and existing under the laws of KY
(state) and doing business as L2N Woods COSW*, 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 **One (1) Crew Cab Dump Truck** for use by the **Public Works Department Street Division** 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.	Crew Cab Dump Truck In accordance with the Specifications	1	Each	\$ <u>96,149</u>	\$ <u>96,149</u>

Proposed Body Manufacturer, Model and Year: 24 Ram 4500, 4x4, crew Diesel

Proposed Delivery Time (days): 4-6 weeks

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>
_____	1. Bidder's Certification Section 00320, signed and notarized.
_____	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.
_____	3. All individual items marked by a "NO" on the "Compliance with Technical Specifications" form shall indicate the exception on a separate attached sheet.
_____	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: LZNWOOD Motors

BY: JAKE BROWNNGMEYER DATE: 8/27/24

TITLE: Sales MGR

ADDRESS: 3345 Park Ave

Paducah KY 42301

PHONE: 444-6901 FAX: 442-2941

CELL PHONE: 994-2377 E-MAIL: JAKEBROWNNGMEYER@GMAZL.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.

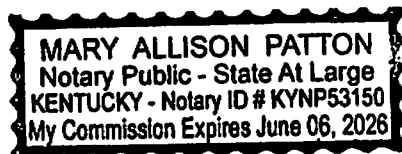
Signature: [Signature]
Printed Name: JACK KENNEDY
Title: Sales MGR
Company: Linwood Motors
Date: 8/27/24

STATE OF Kentucky)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 27th day of August, 2024, by Mary Patton, Office Manager (title) of Linwood Chrysler Dodge Hyundai LLC (Name of Company).

My commission expires: 06/06/2026.

[Signature: Mary Allison Patton]
Notary Public/State at Large



SEAL

EVALUATION FORM

VEHICLE: ONE (1) CREW CAB DUMP TRUCK

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		40	
2.	Price		60	

BIDDER'S OVERALL TOTAL SCORE _____

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

AGREEMENT TO PURCHASE ONE (1) CREW CAB DUMP TRUCK

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 **ONE (1) CREW CAB DUMP TRUCK** to be used by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** in full compliance with the Bid Proposal Dated **AUGUST 29, 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: ONE (1) CREW CAB DUMP TRUCK

After consideration of all bids received for the above referenced **ONE (1) CREW CAB DUMP TRUCK**, for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION**, you are hereby notified that your Bid dated **August 29, 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: **ONE (1) CREW CAB DUMP TRUCK**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **ONE (1) CREW CAB DUMP TRUCK** for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** 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 **ONE (1) CREW CAB DUMP TRUCK** 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: CREW CAB DUMP TRUCK
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:	<u>XXX Days</u>

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 Engineering-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
- One (1) complete technical manual with schematics and parts manual
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys – Minimum of two (2) sets

INSTRUCTION, OPERATION AND MAINTENANCE

Following delivery, the Vendor Bidder shall provide a minimum of one (1) days training to properly instruct representatives of the Owner all methods associated with the proper operation and safe use of the vehicle. This instruction shall include the service and maintenance required for proper operation under normal daily use.

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 (within a 25 mile radius of Paducah). 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.

COMPLIANCE WITH TECHNICAL SPECIFICATIONS ONE (1) CREW CAB DUMP TRUCK

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: Lenwood Motors (Bidder)

Vehicle Make, Model and Year Proposed: 24 Ram 4500 4x4 Crew Cab

SPECIFICATIONS

1. One (1) 2024 or Newer F450/4500 Crew Cab 4WD Dump Truck

YES **NO**

FEATURES

1. Automatic transmission with Overdrive.
2. Minimum 350HP Turbo Diesel Engine
3. Manufacturer installed air conditioning with manual controls.
4. Manufacturer installed AM/FM radio.
5. Manufacturer Towing Package, mounted on rear frame rails.
6. Trailer Brake Controller with 7-Round RV Socket
7. Full size conventional spare tire & wheel.
8. Exterior paint Oxford White - Interior Stone or Grey
9. Power Windows and Locks
10. Minimum 9 Foot Dump Body Painted Black W/ Manually Controlled Tarp
11. Transmission Mounted PTO/Pump for Hoist
12. Black vinyl floor covering (no carpet).
13. Vinyl Seats Front and Rear
14. Vinyl Seats Front and Rear
15. Whelen Liberty LED Light Bar W/ Amber Modules
16. Additional Amber Strobe Lighting in Grill and Rear Corners of Dump Body
17. 6 Switch Control Box for Emergency Lighting with Switch Operation

Determined after Bid Award.

LINWOOD MOTORS
3345 PARK AVE
PADUCAH, KY 420014039

Configuration Preview

Date Printed: 2024-08-27 11:52 AM VIN:
Estimated Ship Date: VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00KDA City of Padu
FAN 2:
Client Code:
Bid Number: TB4086
PO Number:

Sold to:
LINWOOD MOTORS (80280)
3345 PARK AVE
PADUCAH, KY 420014039

Ship to:
LINWOOD MOTORS (80280)
3345 PARK AVE
PADUCAH, KY 420014039

Vehicle: 2024 4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in) (DP9L93)

	Sales Code	Description	MSRP(USD)
Model:	DP9L93	4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	59,075
Package:	2YA	Customer Preferred Package 2YA	0
	ETN	6.7L I6 Cummins Turbo Diesel Engine	9,295
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,000
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	LBN	Power Take Off Prep	345
	XAC	ParkView Rear Back-up Camera	495
	TBB	Full Size Spare Tire	395
	MDA	Front License Plate Bracket	0
	ADH	Electrical Accessory Group	585
	CFM	Rear Folding Seat	0
	CBE	40/20/40 Split Bench Seat	0
	4DH	Prepaid Holdback	0
	5N8	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	151	Zone 51-Chicago	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB4086	Government Incentives	0
Destination Fees:			1,995

Total Price: 73,185

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

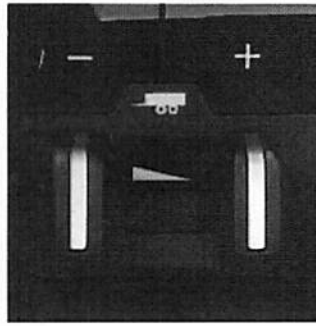
PSP Month/Week:
Build Priority: 99

USA

Instructions:

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

Electrical Accessory Group (ADH)



Details:

- Trailer Light Check (JJ1)
- Trailer Brake Control (XHC)
- Voltage Monitoring Auto Idle Up Sys (XF6)

SUPERIOR TRUCK BEDS & EQUIPMENT, LLC
 1115 WEST 15TH STR.
 HOPKINSVILLE, KY 42240
 PHONE # 270-886-1103
 FAX # 270-886-2107

Estimate

Date	Estimate #
8/14/2024	18268

Name / Address
LINWOOD MOTORS 3345 PARK AVENUE PADUCAH, KY 42001

P.O. No.	TERMS	Rep	PHONE #	VEHICLE		
ERIC/JAKE		SAM	270-444-6901	24RAM4500		
Item	Description	Qty	U/M	Rate	Total	
KH KDBDS916B KH KCP-100S19-B	!!! QUOTED WITH ELEC/HYDRAULIC PUMP ON SUBFRAME HOIST	1		8,067.00	8,067.00	
	9' DUMP BLACK DROP SIDES STRAIGHT FULL CAB	1		1,307.00	1,307.00	
KH 77502185	PROTECTOR FOR DUMP BODY FORD/GM/RAM - PAINTED BLACK			294.00	294.00	
KH 33931664	VERTICAL BRACE FOR DUMP BODY SIDES INSTALLED	1		1,180.00	1,180.00	
KH 12314498	DUMP BODY HOIST INSTALLATION KIT FOR 9' & 11' WITH 21,000 LB HITCH ON RAM	1		1,293.00	1,293.00	
FREIGHT. LABOR	WINDOW SHADE STYLE TARP 84'X16' MESH TARP LOOSE FREIGHT			675.00 1,400.00	675.00 1,400.00	
Misc Parts	PRODUCTION LOOKS TO BE IN SEPTEMBER					
Misc Parts FREIGHT. LABOR	ISON TRANS # AS69RC MUN CS6BI8405G1KP (CLARK POWER) PUMP 9 SPLINE VENCO FREIGHT			3,375.50 725.00 0.00 1,200.00	3,375.50 725.00 0.00 1,200.00	
Subtotal						
Sales Tax (0.0%)						
Total						

SUPERIOR TRUCK BEDS & EQUIPMENT, LLC
 1115 WEST 15TH STR.
 HOPKINSVILLE, KY 42240
 PHONE # 270-886-1103
 FAX # 270-886-2107

Estimate

Date	Estimate #
8/14/2024	18268

Name / Address
LINWOOD MOTORS 3345 PARK AVENUE PADUCAH, KY 42001

P.O. No.	TERMS	Rep	PHONE #	VEHICLE		
ERIC/JAKE		SAM	270-444-6901	24RAM4500		
Item	Description	Qty	U/M	Rate	Total	
VEN VCS20SF-DM	VENCO PTO DRIVEN SUB-FRAME	1		4,431.00	4,431.00	
FREIGHT.	HOIST RATED FOR 10 TON (4-5 WEEKS OUT) FREIGHT			375.00	375.00	
				Subtotal	\$24,322.50	
				Sales Tax (0.0%)	\$0.00	
				Total	\$24,322.50	

Rapid Response-1, LLC
1031 Washington St
Paducah, KY 42003 US
+12709331111
brad@rapidresponse-1.com

Estimate

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

ESTIMATE #	DATE
1127	08/26/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Up-Fit 1 Ton Dump Truck			
NEW	Whelen Light Bar (Amber)	1	2,500.00	2,500.00
NEW	Amber Surface Mounts (Grille)	2	125.00	250.00
NEW	Amber Surface Mounts (Rear of Bed)	2	125.00	250.00
NEW	6 Switch Box	1	120.00	120.00
4797 STOCK PARTS	Misc. Shop Materials	1	100.00	100.00
4795 LABOR SALES	Labor	1	750.00	750.00
SUBTOTAL				3,970.00
TAX				0.00
TOTAL				\$3,970.00

Accepted By

Accepted Date

Standard Features - DP9L93-4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	
Code	Description
ME6	"RAM" Grille Badge
DJK	10.5" Front Axle
DRY	12.0" Banjo Rear Axle
JCB	120 MPH Primary Speedometer
JJJ	12V Auxiliary Power Outlet
WP3	19.5X6.0 Steel Wheels
CSJ	2 Way Rear Headrest Seat
BAJ	220 Amp Alternator
TAJ	225/70R19.5G FT All Pos, RR Traction
SCF	4-Spoke Steering Wheel
DMK	4.44 Axle Ratio
RFU	5.0" Touchscreen Display
NAS	50 State Emissions
NFH	52 Gallon Rear Fuel Tank
RCG	6 Speakers
DF3	6-Spd Auto Aisin AS66RC HD Trans
ESB	6.4L V8 Heavy Duty HEMI Engine
XFK	7 Pin Trailer Wiring Harness
BCN	730 Amp Maintenance Free Battery
JJ6	87 MPH Maximum Speed
RD3	Accent Color Shark Fin Antenna
MDX	Active Grille Shutters
CG3	Advanced Multistage Front Air Bags
HAA	Air Conditioning
DR8	American Axle (AAM) Brand
BRT	Anti-Lock 4-Wheel Disc Brakes
DSA	Anti-Spin Differential Rear Axle
RSU	Audio Jack Input for Mobile Devices
LMG	Automatic Headlamps
LHL	Auxiliary Switches - I/P Mounted
NHB	Auxiliary Transmission Oil Cooler
CTL	Base Door Trim Panel
A6A	Base Equipment Group
MNA	Black Door Handles
LE4	Black Exterior Mirrors
MB1	Black Front Bumper
MFA	Black Headlamp Bezels
CKJ	Black Vinyl Floor Covering
LB6	Bulb Out Detection Defeat For LED
LNC	Clearance Lamps
JAK	Cluster 3.5" TFT Color Display
DS7	Conventional Differential Frt Axle
HGB	Dash Liner Insulation

Standard Features - DP9L93-4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	
Code	Description
BC3	Dash Pass Thru Wire Circuits
LM1	Daytime Running Headlamps, Low Beam
LP8	Delete Cargo Lamp
CJT	Delete Front Center Seat
MD8	Delete Front License Plate Bracket
XBC	Delete Pickup Box
CF8	Delete Rear Seat
TBF	Delete Spare Tire
CDX	Driver & Passenger Headrest
JVA	Driver Seat - Manual Adjust 4-Way
CSP	Driver/Passenger Assist Handles
JJB	Dual Note Electric Horns
WLA	Dual Rear Wheels
DH4	Electronic Range Select
BNB	Electronic Stability Control
NHN	Electronically Controlled Throttle
HGF	Floor Tunnel Insulation
X9E	For Details, Visit DriveUconnect.com
X9H	For More Info, Call 800-643-2112
MXB	Front Air Dam
SFB	Front Heavy Duty Shock Absorbers
CGD	Front Height Adjust Shoulder Belts
SHA	Front Stabilizer Bar
MHR	Front Wheel Well Liners
JWA	Frt Pass Seat - Manual Adjust 4-Way
RDG	Global Telematics Box Module (TBM)
JLP	GPS Antenna Input
MFF	Grille-Matte Black Mesh
Z9A	GVW Rating - 16500#
*TX	HD Vinyl 40/20/40 Split Bench Seat
LHD	Headlamp Off Time Delay
NMC	Heavy Duty Engine Cooling
JE1	I/P Bezels-Painted
JY1	Instrument Cluster Theme 1 (Base)
XRB	Integrated Voice Command w/Bluetooth
XZG	Job Rated
DK1	Man Shift-On-The-Fly Transfer Case
LF1	Manual Adjust Mirrors
LFD	Manual Folding Exterior Mirrors
LF3	Manual Telescoping Mirrors
RSF	Media Hub-2 USB, Full Funct, Aux
GT1	Mirrors Manual Fold Telescope Black
APA	Monotone Paint

Standard Features - DP9L93-4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	
Code	Description
JMD	N95+Bio HVAC Cabin Filter
CUH	No Underseat Storage
XA8	Non Adjustable Pedals
GNM	Passenger Side Sun Visor w/Mirror
JKY	Power Accessory Delay
SBE	Power Steering
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch, Up & Down
MUP	Ram 4500 Badge
BHD	Ready Alert Braking
GJD	Rear Fixed Window
SGB	Rear Heavy Duty Shock Absorbers
SHD	Rear Heavy Duty Stabilizer Bar
JFB	Rear Seat Reminder Alert
CUE	Rear Underseat Compartment Storage
GNA	Rear View Day/Night Mirror
RSX	Remote USB Port
RS3	Remote USB Port - Charge Only
GXX	Sentry Key Theft Deterrent System
RT1	SiriusXM Guardian-included trial (B)
X9B	SiriusXM Radio Service
NHM	Speed Control
JPH	Speed Sensitive Power Locks
BNF	Stationary Elevated Engine Idle
JFJ	Temperature & Compass Gauge
SUA	Tilt Steering Column
GAC	Tinted Glass Windows
GBB	Tinted Windshield Glass
XBN	Tip Start
XEA	Tow Hooks
UAA	Uconnect 3 with 5" Display
XXS	Upfitter Electronic Module (VSIM)
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center

Package Details
TRADESMAN
Package Contents
6.7L I6 Cummins Turbo Diesel Engine
6-Spd Auto Aisin AS69RC HD Trans
Black Exterior Badging - Trucks
Black Wheel Flares
Door Sill Scuff Pads
Glove Box
Grille-Surround Matte Black
Halogen Quad Headlamps
Key Fob - Black
Map/Courtesy Lamp
Overhead Console
Overhead Cupholder Lamp
Rear Dome Lamp
Package Value Price



LINWCHR-01

BLENTINIJONES

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 NAME: Zach Hickson

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	ADDL INSD	SUBR WVR	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) \$ 5,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/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 ☐ OTH-ER 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

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.

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

**BID PROPOSAL for ONE (1) CREW CAB DUMP TRUCK
for use by the
PUBLIC WORKS DEPARTMENT STREET DIVISION**

Proposal of Tim Short Chry Dodge Jeep Ram of Morehead
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as Tim Short Chry Dodge Jeep Ram of Morehead, 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 **One (1) Crew Cab Dump Truck** for use by the **Public Works Department Street Division** 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) None Dated 8/21/24

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Crew Cab Dump Truck in accordance with the Specifications	1	Each	\$ <u>92,318</u>	\$ <u>92,318</u>

Proposed Body Manufacturer, Model and Year: 2024 Ram 4500 Crew cab
Proposed Delivery Time (days): 110 days
Location of the full service maintenance facility: Morehead Ky

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>NO</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: Kentucky

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: Tim Short Chrysler Dodge Ram Jeep

BY: Ron Blackburn DATE: 8/22/24

TITLE: Fleet Manager

ADDRESS: 99 Tim Short Dr

Morehead Ky 40351

PHONE: 859 351 1752 FAX: _____

CELL PHONE: 859 351 1752 E-MAIL: rrblackburn1212@msn.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 465658712

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: -

CITY OF PADUCAH BUSINESS LICENSE NUMBER: N/A

OF
Morehead

**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: Ron Blackburn

Printed Name: Ron Blackburn

Title: Fleet mgr

Company: Tim Short Chrysler Dodge Jeep Ram of Morehead

Date: 8/21/24

STATE OF Kentucky)

COUNTY OF Rowan)

The foregoing instrument was sworn to and acknowledged before me this 21 day of August, 2024, by Ron Blackburn, Fleet mgr (title) of Tim Short Chrysler Dodge Jeep Ram of Morehead (Name of Company).

My commission expires: 9/15/2026

Rebecca Weaver
Notary Public, State at Large

SEAL



EVALUATION FORM

VEHICLE: ONE (1) CREW CAB DUMP TRUCK

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		40	
2.	Price		60	

BIDDER'S OVERALL TOTAL SCORE _____

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

AGREEMENT TO PURCHASE ONE (1) CREW CAB DUMP TRUCK

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 **ONE (1) CREW CAB DUMP TRUCK** to be used by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** in full compliance with the Bid Proposal Dated **AUGUST 29, 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: ONE (1) CREW CAB DUMP TRUCK

After consideration of all bids received for the above referenced **ONE (1) CREW CAB DUMP TRUCK**, for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION**, you are hereby notified that your Bid dated August 29, 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: **ONE (1) CREW CAB DUMP TRUCK**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **ONE (1) CREW CAB DUMP TRUCK** for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** 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 **ONE (1) CREW CAB DUMP TRUCK** 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: _____ CREW CAB DUMP TRUCK
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 Engineering-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
- One (1) complete technical manual with schematics and parts manual
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys - Minimum of two (2) sets

INSTRUCTION, OPERATION AND MAINTENANCE

Following delivery, the Vendor Bidder shall provide a minimum of one (1) days training to properly instruct representatives of the Owner all methods associated with the proper operation and safe use of the vehicle. This instruction shall include the service and maintenance required for proper operation under normal daily use.

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 (within a 25 mile radius of Paducah). 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.

COMPLIANCE WITH TECHNICAL SPECIFICATIONS ONE (1) CREW CAB DUMP TRUCK

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: Tim Short Chry Dodge Jeep Ram of Morehead (Bidder)

Vehicle Make, Model and Year Proposed: 2024 Ram 4500 Crew CAB

SPECIFICATIONS

1. One (1) 2024 or Newer F450/4500 Crew Cab 4WD Dump Truck

YES NO

FEATURES

1. Automatic transmission with Overdrive.
2. Minimum 350HP Turbo Diesel Engine
3. Manufacturer installed air conditioning with manual controls.
4. Manufacturer installed AM/FM radio.
5. Manufacturer Towing Package, mounted on rear frame rails.
6. Trailer Brake Controller with 7-Round RV Socket
7. Full size conventional spare tire & wheel.
8. Exterior paint Oxford White - Interior Stone or Grey
9. Power Windows and Locks
10. Minimum 9 Foot Dump Body Painted Black W/ Manually Controlled Tarp
11. Transmission Mounted PTO/Pump for Hoist
12. Black vinyl floor covering (no carpet).
13. Vinyl Seats Front and Rear
14. Vinyl Seats Front and Rear
15. Whelen Liberty LED Light Bar W/ Amber Modules
16. Additional Amber Strobe Lighting in Grill and Rear Corners of Dump Body
17. 6 Switch Control Box for Emergency Lighting with Switch Operation

Determined after Bid Award.

**TIM SHORT
AUTO GROUP**

**99 TIM SHORT DRIVE
MOREHEAD KY 40351**

(859) 351-1752

RON BLACKBURN



EXCEPTIONS TO BID

ITEM 15 & 16.....

.....We are bidding Able 2, LED light bar and strobes.

TIM SHORT CHRYSLER DODGE JEEP RAM
99 TIM SHORT DRIVE
MOREHEAD, KY 403517140

Configuration Preview

Date Printed: 2024-08-17 11:52 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 0137G Housing Auth:
Newport
FAN 2:
Client Code:
Bid Number: TB4066
PO Number: 49149

Sold to:
TIM SHORT CHRYSLER DODGE JEEP RAM
(26932)
99 TIM SHORT DRIVE
MOREHEAD, KY 403517140

Ship to:
TIM SHORT CHRYSLER DODGE JEEP RAM (26932)
99 TIM SHORT DRIVE
MOREHEAD, KY 403517140

Vehicle: 2024 4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in) (DP9L93)

	Sales Code	Description	MSRP(USD)
Model:	DP9L93	4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	59,075
Package:	2YA	Customer Preferred Package 2YA	0
	ETN	6.7L I6 Cummins Turbo Diesel Engine	9,295
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,000
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	CBE	40/20/40 Split Bench Seat	0
	CFM	Rear Folding Seat	0
	Z9C	GVW Rating - 16000#	0
	LBN	Power Take Off Prep	345
	TBB	Full Size Spare Tire	395
	XHC	Trailer Brake Control	465
	SN6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	142	Zone 42-Detroit	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB4066	Government Incentives	0
Destination Fees:			1,995

Total Price: 72,570

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name: HOUSING AUTH OF NEWPORT
Customer Address: 30 E 8TH ST
NEWPORT KY 41071 USA
Instructions:

PSP Month/Week:
Build Priority: 99

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

Standard Features - DP9L93-4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)		
Code	Description	
ME6	"RAM" Grille Badge	
DJK	10.5" Front Axle	
DRY	12.0" Banjo Rear Axle	
JCB	120 MPH Primary Speedometer	
JJJ	12V Auxiliary Power Outlet	
WP3	19.5X6.0 Steel Wheels	
CSJ	2 Way Rear Headrest Seat	
BAJ	220 Amp Alternator	
TAJ	225/70R19.5G FT All Pos. RR Traction	
SCF	4-Spoke Steering Wheel	
DMK	4.44 Axle Ratio	
RFU	5.0" Touchscreen Display	
NAS	50 State Emissions	
NFH	52 Gallon Rear Fuel Tank	
RCG	6 Speakers	
DF3	6-Spd Auto Aisin AS66RC HD Trans	
ESB	6.4L V8 Heavy Duty HEMI Engine	
XFK	7 Pin Trailer Wiring Harness	
BCN	730 Amp Maintenance Free Battery	
JJ6	87 MPH Maximum Speed	
RD3	Accent Color Shark Fin Antenna	
MDX	Active Grille Shutters	
CG3	Advanced Multistage Front Air Bags	
HAA	Air Conditioning	
DR8	American Axle (AAM) Brand	
BRT	Anti-Lock 4-Wheel Disc Brakes	
DSA	Anti-Spin Differential Rear Axle	
RSU	Audio Jack Input for Mobile Devices	
LMG	Automatic Headlamps	
LHL	Auxiliary Switches - I/P Mounted	
NHB	Auxiliary Transmission Oil Cooler	
CTL	Base Door Trim Panel	
A6A	Base Equipment Group	
MNA	Black Door Handles	
LE4	Black Exterior Mirrors	
MB1	Black Front Bumper	
MFA	Black Headlamp Bezels	
CKJ	Black Vinyl Floor Covering	
LB6	Bulb Out Detection Defeat For LED	
LNC	Clearance Lamps	
JAK	Cluster 3.5" TFT Color Display	
DS7	Conventional Differential Frt Axle	
HGB	Dash Liner Insulation	

Standard Features - DP9L93-4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)

Code	Description
BC3	Dash Pass Thru Wire Circuits
LM1	Daytime Running Headlamps, Low Beam
LP8	Delete Cargo Lamp
CJT	Delete Front Center Seat
MD8	Delete Front License Plate Bracket
XBC	Delete Pickup Box
CF8	Delete Rear Seat
TBF	Delete Spare Tire
CDX	Driver & Passenger Headrest
JVA	Driver Seat - Manual Adjust 4-Way
CSP	Driver/Passenger Assist Handles
JJ8	Dual Note Electric Horns
WLA	Dual Rear Wheels
DH4	Electronic Range Select
BNB	Electronic Stability Control
NHN	Electronically Controlled Throttle
HGF	Floor Tunnel Insulation
X9E	For Details, Visit DriveUconnect.com
X9H	For More Info, Call 800-643-2112
MXB	Front Air Dam
SFB	Front Heavy Duty Shock Absorbers
CGD	Front Height Adjust Shoulder Belts
SHA	Front Stabilizer Bar
MHR	Front Wheel Well Liners
JWA	Frt Pass Seat - Manual Adjust 4-Way
RDG	Global Telematics Box Module (TBM)
JLP	GPS Antenna Input
MFF	Grille-Matte Black Mesh
Z9A	GVW Rating - 16500#
*TX	HD Vinyl 40/20/40 Split Bench Seat
LHD	Headlamp Off Time Delay
NMC	Heavy Duty Engine Cooling
JE1	I/P Bezels-Painted
JY1	Instrument Cluster Theme 1 (Base)
XR8	Integrated Voice Command w/Bluetooth
XZG	Job Rated
DK1	Man Shift-On-The-Fly Transfer Case
LF1	Manual Adjust Mirrors
LFD	Manual Folding Exterior Mirrors
LF3	Manual Telescoping Mirrors
RSF	Media Hub-2 USB, Full Funct, Aux
GT1	Mirrors Manual Fold Telescope Black
APA	Monotone Paint

Standard Features - DP9L93-4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)		
Code	Description	
JMD	N95+Bio HVAC Cabin Filter	
CUH	No Underseat Storage	
XA8	Non Adjustable Pedals	
GNM	Passenger Side Sun Visor w/Mirror	
JKY	Power Accessory Delay	
SBE	Power Steering	
GX4	Pushbutton Start	
JP3	Pwr Front Windows, 1-Touch,Up & Down	
MUP	Ram 4500 Badge	
BHD	Ready Alert Braking	
GJD	Rear Fixed Window	
SGB	Rear Heavy Duty Shock Absorbers	
SHD	Rear Heavy Duty Stabilizer Bar	
JFB	Rear Seat Reminder Alert	
CUE	Rear Underseat Compartment Storage	
GNA	Rear View Day/Night Mirror	
RSX	Remote USB Port	
RS3	Remote USB Port - Charge Only	
GXX	Sentry Key Theft Deterrent System	
RT1	SiriusXM Guardian-included trial (B)	
X9B	SiriusXM Radio Service	
NHM	Speed Control	
JPH	Speed Sensitive Power Locks	
BNF	Stationary Elevated Engine Idle	
JFJ	Temperature & Compass Gauge	
SUA	Tilt Steering Column	
GAC	Tinted Glass Windows	
GBB	Tinted Windshield Glass	
XBN	Tip Start	
XEA	Tow Hooks	
UAA	Uconnect 3 with 5" Display	
XXS	Upfitter Electronic Module (VSIM)	
RF7	USB Host Flip	
JHA	Var Intermittent Windshield Wipers	
LAZ	Vehicle Information Center	

Package Details	
TRADESMAN	
Package Contents	
6.7L I6 Cummins Turbo Diesel Engine	
6-Spd Auto Aisin AS69RC HD Trans	
Black Exterior Badging - Trucks	
Black Wheel Flares	
Door Sill Scuff Pads	
Glove Box	
Grille-Surround Matte Black	
Halogen Quad Headlamps	
Key Fob - Black	
Map/Courtesy Lamp	
Overhead Console	
Overhead Cupholder Lamp	
Rear Dome Lamp	
Package Value Price	

Power Take Off Prep (LBN)



Power Take Off Prep allows for power to be diverted from the engine to power aftermarket upfits.

Details:

- Split Shaft Capability Pwr Take Off (LBX)
- Hard Wired Remote Start (XBV)

VIEW CURRENT MODEL YEAR COVERAGE

Warranty Coverage

Peace of mind comes standard with every FCA US LLC vehicle. Learn more about how we've got you covered.

Select a brand to view current model year coverage:



WE'VE GOT YOU COVERED

From road trips, to off-road trips; jaunts around the block or track; to and from the job site, or up and down the coastline. There are a lot of places you can go in five years' time. And with the 5-year/100,000-mile Diesel Powertrain Limited Warranty*, we'll go on the journey with you.



DRIVE ON

We back our diesel vehicles with a 5-year/100,000-mile Diesel Powertrain Limited Warranty* and our gas-powered vehicles with a 5-year/60,000-mile Gas Powertrain Limited Warranty*. The Powertrain Limited Warranty covers the cost of repairs on all covered powertrain components – engine, transmission and drive system – for most new Ram vehicles. Coverage also includes complimentary towing to the nearest

Chrysler, Dodge, Jeep® or Ram dealer, if necessary. The warranty is transferrable too, so if you sell your vehicle during the warranty period, the new owner will be covered. Plus, our 3-Year/36,000-Mile Basic Limited Warranty* provides bumper-to-bumper coverage of your vehicle, from the body to the electrical system.

ROADSIDE ASSISTANCE SERVICE

Most FCA US LLC vehicles come with Roadside Assistance Service**. When you need support with a battery jumpstart, roadside fuel delivery, flat tire service, or towing to the nearest FCA US LLC vehicle dealer, help is only a phone call away. For details, see your dealer.

**See your dealer for full details or [read more about Roadside Assistance Service at mopar.com](https://www.mopar.com/en-us/my-vehicle/current-model-year-coverage.html).

SERVICE CONTRACTS BACKED BY FCA US LLC

You can complement your warranty* coverage with Mopar® Vehicle Protection backed by FCA US LLC at dealerships throughout North America. They provide you with the added confidence of knowing that covered services are performed by certified technicians, using genuine Mopar® parts, at any Chrysler, Dodge, Jeep® or Ram vehicle dealership.

CALIFORNIA EMISSIONS STANDARD WARRANTY

In California, new motor vehicles must be designed and built with an emission control system equipped to meet the state's stringent anti-smog standards. If any emission-related part on your vehicle is defective, FCA US LLC will diagnose, replace or repair the part at no charge to you. In addition, if your vehicle fails a smog check inspection, FCA US LLC will make all necessary repairs and adjustments to ensure that your vehicle passes the inspection.

MOPAR® PARTS & ACCESSORIES LIMITED WARRANTIES

Your vehicle is a powerful machine that will get you where you need to go for miles and years to come. There are many parts that work together to make that happen, and we want to ensure these parts on your FCA US LLC vehicle are protected against defective materials or workmanship. Sure, you've got your Basic Limited Warranty, but that's just the beginning. There are some Mopar® products that have separate warranties – with different time and mileage limitations, and warranty coverage that is not included in the Basic Limited Warranty. These parts include:

✓ Batteries

✓ Brake Pads/Shoes

✓ Collision Parts

✓ Shocks/Struts

✓ Catalytic Converters

✓ Mufflers

✓ Gaskets and Seals

✓ Starters

✓ Powertrains

✓ Alternators

✓ Diesel Parts

✓ Water Pumps

✓ Performance Parts

Read the full warranty for details – as coverage may be restricted or denied if your vehicle, or part, has been modified, improperly maintained or removed.

SELECT A VEHICLE

To access a copy of your limited vehicle warranty offered by FCA US LLC, please Select a Vehicle to select your vehicle's make, year, and model. Or, sign in to access even more information and features specific to your vehicle using your Vehicle Identification Number (VIN) or address.

*Terms and conditions of warranties vary by brand and vehicle. See your dealer for complete details or sign in to download a copy of your vehicle's warranty. Warranty may be restricted or denied if your vehicle or part has been modified, improperly maintained or removed.

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

**BID PROPOSAL for ONE (1) CREW CAB DUMP TRUCK
for use by the
PUBLIC WORKS DEPARTMENT STREET DIVISION**

Proposal of TIM SHORT FORD OF MOREHEAD
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as TIM SHORT FORD OF MOREHEAD, 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 **One (1) Crew Cab Dump Truck** for use by the **Public Works Department Street Division** 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) None Dated 8/21/24

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Crew Cab Dump Truck in accordance with the Specifications	1	Each	\$ <u>91,105</u>	\$ <u>91,105</u>

Proposed Body Manufacturer, Model and Year: Ford F450 crew 2024
 Proposed Delivery Time (days): 120 days # cut off date for 2024 orders is 9/13/24
 Location of the full service maintenance facility: Morehead, Ky

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>NO</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:

Kentucky

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: Tim Short Ford of Morehead

BY: Ron Blackburn DATE: 8/21/24

TITLE: Fleet mgr.

ADDRESS: 99 Tim Short Dr

Morehead Ky 40351

PHONE: 859 351 1752 FAX: _____

CELL PHONE: 859 351 1752 E-MAIL: rrblackburn1212@gmail.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 465658712

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: —

CITY OF PADUCAH BUSINESS LICENSE NUMBER: N/A

**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: Ron Blackburn
Printed Name: Ron Blackburn
Title: Fleet Mgr
Company: Tim Short Ford of Morehead
Date: 8/21/24

STATE OF Kentucky)
COUNTY OF Rowan)

The foregoing instrument was sworn to and acknowledged before me this 21 day of Aug, 2024, by Ron Blackburn, Fleet Mgr (title) of Tim Short Ford of Morehead (Name of Company).

My commission expires: 9/15/2026

Rebecca Weaver
Notary Public, State at Large

SEAL



EVALUATION FORM

VEHICLE: ONE (1) CREW CAB DUMP TRUCK

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		40	
2.	Price		60	

BIDDER'S OVERALL TOTAL SCORE _____

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

AGREEMENT TO PURCHASE ONE (1) CREW CAB DUMP TRUCK

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 **ONE (1) CREW CAB DUMP TRUCK** to be used by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** in full compliance with the Bid Proposal Dated **AUGUST 29, 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: ONE (1) CREW CAB DUMP TRUCK

After consideration of all bids received for the above referenced **ONE (1) CREW CAB DUMP TRUCK**, for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION**, you are hereby notified that your Bid dated **August 29, 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: **ONE (1) CREW CAB DUMP TRUCK**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **ONE (1) CREW CAB DUMP TRUCK** for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** 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 **ONE (1) CREW CAB DUMP TRUCK** 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: _____ CREW CAB DUMP TRUCK
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 Engineering-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
- One (1) complete technical manual with schematics and parts manual
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys - Minimum of two (2) sets

INSTRUCTION, OPERATION AND MAINTENANCE

Following delivery, the Vendor Bidder shall provide a minimum of one (1) days training to properly instruct representatives of the Owner all methods associated with the proper operation and safe use of the vehicle. This instruction shall include the service and maintenance required for proper operation under normal daily use.

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 (within a 25 mile radius of Paducah). 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.

COMPLIANCE WITH TECHNICAL SPECIFICATIONS ONE (1) CREW CAB DUMP TRUCK

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: TIM SHURT FORD OF MOREHEAD (Bidder)

Vehicle Make, Model and Year Proposed: Ford F450 crew 2024

SPECIFICATIONS

1. One (1) 2024 or Newer F450/4500 Crew Cab 4WD Dump Truck

YES NO

FEATURES

1. Automatic transmission with Overdrive.
2. Minimum 350HP Turbo Diesel Engine
3. Manufacturer installed air conditioning with manual controls.
4. Manufacturer installed AM/FM radio.
5. Manufacturer Towing Package, mounted on rear frame rails.
6. Trailer Brake Controller with 7-Round RV Socket
7. Full size conventional spare tire & wheel.
8. Exterior paint Oxford White - Interior Stone or Grey
9. Power Windows and Locks
10. Minimum 9 Foot Dump Body Painted Black W/ Manually Controlled Tarp
11. Transmission Mounted PTO/Pump for Hoist
12. Black vinyl floor covering (no carpet).
13. Vinyl Seats Front and Rear
14. Vinyl Seats Front and Rear
15. Whelen Liberty LED Light Bar W/ Amber Modules
16. Additional Amber Strobe Lighting in Grill and Rear Corners of Dump Body
17. 6 Switch Control Box for Emergency Lighting with Switch Operation

Determined after Bid Award.



**TIM SHORT
AUTO GROUP
99 TIM SHORT DRIVE
MOREHEAD KY 40351
(859) 351-1752**

EXCEPTION TO BID:

ITEM 15, 16, AND 17.....

.....We are bidding ABLE 2, LED light bar and strobes.

ITEM 2.....

.....Horse power rating for the Diesel Eng, is 330 H.P.

.....PROPOSED DELIVERY TIME.....

**.....Cut-off date for 2024 order's is Sept 13, 2024. Vehicle
Must be ordered before then.**



Preview Order M003 - W4H 4x4 Crew Chas Cab DRW: Order Summary Time of Preview: 08/21/2024 14:21:34 Receipt: NA

Dealership Name: Tim Short Ford of Morehead

Sales Code : F47565

Dealer Rep.	Ron Blackburn	Type	Retail	Vehicle Line	Superduty	Order Code	M003
Customer Name	R BLACKBURN	Priority Code	19	Model Year	2024	Price Level	430

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F450 4X4 CREW CHAS CAB DRW/179	\$59095	225/70R19.5G BSW ALL POSITION	\$0
179 INCH WHEELBASE	\$0	4.10 RATIO REGULAR AXLE	\$0
OXFORD WHITE	\$0	JOB #2 ORDER	\$0
VINYL 40/20/40 SEATS	\$0	CV LOT MANAGEMENT	\$0
MEDIUM DARK SLATE	\$0	16500# GVWR PACKAGE	\$0
PREFERRED EQUIPMENT PKG.650A	\$0	50 STATE EMISSIONS	\$0
.XL TRIM	\$0	DUAL BATTERY	\$0
.AIR CONDITIONING -- CFC FREE	\$0	FUEL CHARGE	\$0
.AM/FM STEREO MP3/CLK	\$0	PRICED DORA	\$0
6.7L POWER STROKE V8 DIESEL	\$10495	DESTINATION & DELIVERY	\$1995
10-SPEED AUTO TORQSHIFT	\$0		
TOTAL BASE AND OPTIONS			MSRP \$71585
DISCOUNTS			NA
TOTAL			\$71585

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

(F-250 / F-350 / F-450) STANDARD EQUIPMENT

The following features are standard on every 2024 MY SUPER DUTY® F-SERIES vehicle:

MECHANICAL

- Brakes – Power four-wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Engine
 - F-250/F-350: 6.8L 2V DEVCT NA PFI V8 Gas
 - F-450: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20
- Transmission
 - TorqShift®-G Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)
 - TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.7L Diesel)

EXTERIOR

- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Glass
 - Solar-Tinted, complete (Std. XL)
 - Privacy (Std. XLT, Lariat, King Ranch®, Platinum and Limited; NA front-seat windows)
- Jack
 - Three ton mechanical (F-250/F-350 SRW)
 - Four ton hydraulic (F-350 DRW/F-450)
- Lamps – pickup box and cargo area
- Manual Locking Front Hub (4x4)
- Moldings – tailgate and box-rail
- Spare tire, wheel, & frame mounted carrier
- Tailgate – removable w/ power lock, black handle
- "Three-Blink" lane change signal
- Tie-down hooks – pickup box, four (4)
- Tow hooks – front, two (2)
- Trailer Tow Package – 7 wire harness w/relays and 7/4 pin connector

INTERIOR/COMFORT

- Convenience
 - Coat hooks – LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - Powerpoint, auxiliary
 - Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit switches & accessory delay; power tailgate lock
- Door-Trim – color-coordinated, molded w/armrest/grab handle & reflector
- Headliner – color-coordinated cloth
- Hood release

INTERIOR/COMFORT (continued)

- Horn – dual electric
- Instrument panel – color-coordinated w/ glove box, 4 air registers w/positive shut off, powerpoint
- Scuff plates – front, color-coordinated; Illuminated w/logo on Limited
- Steering – power
- Steering damper
- Windshield wipers – intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Center High-mounted Stop Lamp (CHMSL)
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
- Individual Tire Pressure Monitoring System (TPMS) – SRW/F-350 DRW only
- Safety Belts
 - Belt-Minder® front safety belt reminder – chime and flashing warning light on instrument cluster if belts not buckled
 - Color-coordinated w/height adjustment (front-outboard seating positions only)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)

FUNCTIONAL

- Alternator
 - 157 160 (Std. XL)
 - 190 Amp (Std. XLT and Lariat)
 - Dual Alternators 12V 250 Amp + 24V 150 Amp (Std. King Ranch®, Platinum and Limited)
- Axle
 - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (wide front track) (F-450)
 - Rear – Non-Limited-Slip (F-250/F-350)
 - Rear – 4.30 Limited-Slip (F-450)
- Battery
 - Gas engine – 750-CCA, 78-AH, single
 - Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L Power Stroke® Diesel engine)
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (Gas engine)
- Shock absorbers – heavy-duty gas
- Stabilizer bar – front
- Trailer Brake Controller

The following features are standard on select 2024MY SUPER DUTY® vehicles:

MECHANICAL	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Four-Wheel Disc Anti-Lock Brake System (ABS) – Roll Stability Control™ (RSC®)/Traction Control/Trailer Sway Control	•	•	•	•	•	•
2.5" Built Ford Tough® Trailer Hitch Receiver	•	•	•	•	•	•
3" Built Ford Tough® Trailer Hitch Receiver						
F-350 DRW Crew Cab (6.7L High Output Diesel w/ 4.10 Axle) and F-450 Crew Cab						
Note: To find the maximum trailer weight allowed for your vehicle, consult your authorized dealer (or the RV and Trailer Towing Guide provided by your authorized dealer)	•	•	•	•	•	•
4x4 Only						
Electronic-Shift-On-the-Fly (ESOF)	•	•	•	•	•	•
Drivetrain						
4x2	•	•	•	•	•	•
4x4	•	•	•	•	•	•

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

★ = New for this model year

• = Available

05/02/24

2024 SUPER DUTY® PICKUP (F-250 / F-350 / F-450) STANDARD EQUIPMENT

PROPRIETARY

MECHANICAL (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Fuel Tanks						
29 Gallon (Diesel Engine) – 142" or 148" Wheelbase	•	•				
34 Gallon (Diesel Engine) – 160" or 164" Wheelbase	•	•	•	•	•	•
34 Gallon (Gas Engine) – NA 176" Wheelbase	•	•	•	•	•	
48 Gallon (Gas Engine) – 176" Wheelbase	•	•	•	•	•	
48 Gallon (Diesel Engine) – 176" Wheelbase	•	•	•	•	•	•
KEY EXTERIOR FEATURES						
Bumper – Front & Rear						
Black painted	•					
Chrome		•	•			
Accent-color				•		
Body-color					•	•
Grille						
Black M/C	•					
Bright Chrome		•				
Bright Chrome w/ Chrome Inserts			•			
Chrome – w/Caribou Inserts				•		
Satin Aluminum					•	
Unique Satin Finish						•
Rear Quarter Panel						
Decal – 4x4 only	•	•	•	•	•	•
Handles – Door and Tailgate						
Black	•	•				
Body-color			•	•		
Chrome w/body-color surround					•	
Satin Chrome w/body-color surround						•
Headlamps/Tailamps/Lamps						
Quad beam halogen jewel effect Headlamps	•	•				
Halogen Fog Lamps		•				
LED Reflector Headlamps			•	•		
LED Projector Headlamps					•	•
Halogen with LED Reverse Tailamps			•	•		
LED Tailamps					•	•
AutoLamp (Auto On/Off Headlamps)	•	•	•	•	•	•
Automatic High Beam		•	•	•	•	•
Center High-mounted Stop Lamp (LED on Lariat, King Ranch®, Platinum and Limited)	•	•	•	•	•	•
LED Fog lamps			•	•	•	•
LED Box Lighting (incl. LED Center High-Mounted Stop Lamp (CHMSL))			•	•	•	•
LED Roof Marker/Clearance Lamps (F-350 DRW/F-450)	•	•	•	•	•	•
Utility Lighting System (LED Side-mirror Spotlights) (see mirror descriptions below)			•	•	•	•
Mirrors						
BLIS® with Cross-traffic Alert and Trailer Coverage (BLIS® sensor in taillamp)			•	•	•	•
Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals	•	•				
Power-folding with Autofold, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, Memory, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) (Black skull caps on Lariat and King Ranch®, Chrome on Platinum and Limited)			•	•	•	•
Power Equipment						
Remote Tailgate Release			•	•	•	•

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

★ = New for this model year

• = Available

05/02/24

2024 SUPER DUTY® PICKUP
(F-250 / F-350 / F-450)
STANDARD EQUIPMENT

PROPRIETARY

KEY EXTERIOR FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Wheels (SRW)						
17" Argent Painted Steel w/Painted Hub Covers/Center Ornaments (F-250/F-350)	•					
18" Sparkle Silver Painted Cast Aluminum w/Bright Hub Covers/Center Ornaments (4) (F-250/F-350)		•				
18" Bright Machined and Carbonized Gray Painted Aluminum (F-250/F-350)			•			
20" Bright Machined Cast Aluminum w/ Light Caribou Painted Pockets; Light Caribou Wheel Ornament with King Ranch Logo (F-250/F-350)				•		
20" Bright Machined and Matte Black Low-Gloss Painted Aluminum; Bright hub covers/center ornaments (F-250/F-350)					•	
20" Polished and Dark Carbonized Gray High-Gloss Painted Aluminum; Gloss Black hub covers/center ornaments (F-250/F-350)						•
Wheels (DRW)						
17" Argent Painted Steel (hub covers/center ornaments not included) (F-350)	•	•				
17" Forged Polished Aluminum w/bright hub covers/center ornaments (F-350, front and rear outer; steel inner wheels)			•	•	•	•
19.5" Forged Polished Aluminum w/bright hub covers/center ornaments (F-450, front and rear outer; steel inner wheels)	•	•	•	•	•	•
Windows and Glass						
1 st Row (front-seat) – Power w/one-touch up/down	•	•	•	•	•	•
2 nd Row (rear-seat) – Power	•(2,3)	•(2,3)	•(2,3)	•(3)	•(3)	•(3)
Rear (backlight) – Fixed	•	•				
Rear (backlight) – Power-sliding w/defrost	•		•	•	•	•
Solar-tinted glass (complete)	•					
Privacy Glass (rear backlight on all cabs; 2 nd Row (rear-seat) windows on SuperCab and Crew Cab. Other glass is solar-tinted.)		•	•	•	•	•
Functional						
Four (4) pickup box tie-down plates		•	•	•	•	•
On-Board Scales & Smart Hitch				•	•	•
KEY INTERIOR/COMFORT FEATURES						
Air Conditioning						
Manual, Single Zone	•	•				
Dual-Zone Electronic Automatic Temperature Control (DEATC)			•	•	•	•

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only
 ★ = New for this model year

• = Available

05/02/24

2024 SUPER DUTY® PICKUP
(F-250 / F-350 / F-450)
STANDARD EQUIPMENT

PROPRIETARY

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Audio						
AM/FM stereo MP3 player (speakers: four (4) with Regular Cab, six (6) with SuperCab and Crew Cab)	•	•				
B&O® Sound System by Bang & Olufsen® with HD Radio™ (8 speakers including subwoofer)			•			
B&O® Unleashed Sound System by Bang & Olufsen® with HD Radio™ (14 speakers including subwoofer)				•	•	•
SiriusXM® Radio w/ 360L Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.			•	•	•	•
SYNC® 4 – 8" LCD Capacitive Touchscreen with Swipe Capability – Wireless Phone Connection – Cloud Connected – AppLink® w/App Catalog – 911 Assist® – Apple CarPlay® and Android Auto™ Compatibility – Digital Owner's Manual	•	•				
SYNC® 4 with Enhanced Voice Recognition – 12" LCD Capacitive Touchscreen with Swipe Capability – Information On Demand Panel – Wireless Phone Connection – Cloud Connected – AppLink w/ App Catalog – 911 Assist® – Apple CarPlay® and Android Auto™ Compatibility – Digital Owner's Manual – Conversational Voice Command Recognition – Connected Navigation¹			•	•	•	•
KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited

¹ Navigation services require SYNC®4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation.

Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.

FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only
 ★ = New for this model year

• = Available

2024 SUPER DUTY® PICKUP
(F-250 / F-350 / F-450)
STANDARD EQUIPMENT

FordPass Connect™ (5G) - 5G Wi-Fi hotspot connects up to 10 devices ² - Remotely start, lock and unlock vehicle ³ - Schedule specific times to remotely start vehicle ³ - Locate parked vehicle ³ - Check vehicle status ³ Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet Customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect™ 5G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3873).						
Cupholders						
Dual, instrument panel-mounted	•	•	•	•	•	•
Integrated w/armrest on rear-seat		•(3)	•	•	•	•
Door-Trim						
Armrest, grab handle and reflector, power window/lock switches	•					
Soft armrest, grab handle, power window/lock switches, molded upper appliqué, reflector (appliqué and armrest are accent-color); front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab	•	•				
Soft armrest, grab handle, power window/lock switches, upper appliqué, reflector; front map pockets on SuperCab; front and rear map pockets on Crew Cab				•	•	•
Floor Covering						
Black vinyl	•					
Color-coordinated carpet and carpeted floor mats (includes rear mats on SuperCab & Crew Cab)	•	•	•	•	•	•
Instrument Center						
4.2" Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications; five (5) button message control on steering wheel	•	•				
12" Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications; five (5) button message control on steering wheel			•	•	•	•
Overhead Console – with dual storage bin and map lights	•	•	•	•	•	•
Power Equipment						
Accessory delay	•	•	•	•	•	•
Door-locks w/backlit switches	•	•	•	•	•	•
Windows w/backlit switches	•	•	•	•	•	•
Powerpoint and Power Management						
One (1) Powerpoint in front center under-seat storage	•	•				
Two (2) Powerpoints in instrument panel	•	•	•	•	•	•
Two (2) Powerpoints in rear side of Flow-through Console			•	•	•	•
120V/400W Outlet dash mounted	•	•	•	•	•	•
120V/400W Outlet in rear side of Flow-through Console	•	•	•	•	•	•
Pro Power Onboard – 2KW				•	•	•
Rear Parking Sensors w/ Reverse Brake Assist			•	•	•	•
Upfitter Switches six (6) located in overhead console				•	•	•
Rear View Camera						
Display in center-stack screen	•	•	•	•	•	•

² Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

³ FordPass Connect™ (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot

05/02/24

2024 SUPER DUTY® PICKUP
(F-250 / F-350 / F-450)
STANDARD EQUIPMENT

PROPRIETARY

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Rearview Mirror						
11.5" Day/Night	•	•				
Electrochromic self-dimming			•	•	•	•
Remote Start System			•	•	•	•
Seats (Front)						
HD vinyl, 40/20/40 split bench w/center armrest and cupholder	•					
Cloth, 40/20/40 split bench, 20% center locking under-seat storage, w/center armrest, cupholder and storage; 8-way power driver seat		•				
Leather-trimmed, 40/Console/40			•			
Unique King Ranch® Kingsville Antique Affect Leather Seats, 40/Console/40				•		
Unique Platinum Leather seating surfaces, 40/Console/40 with Multicontour Seats (Driver and Passenger)					•	
Unique Limited Admiral Blue/Light Slate Two-tone Premium Luxury Leather Seats, 40/Console/40 with Max Recline and Multicontour Functionality (Driver and Passenger)						•
Manual lumbar support, driver's side	•					
8-way power driver seat (four-way power-adjustable track, two-way power recline and two-way power lumbar)		•				
8-way power driver & passenger seat (four-way power-adjustable track, two-way power recline and two-way power lumbar)			•	•	•	
Max Recline 10-way power adjustable Driver and 8-way power adjustable Passenger Seat	•	•				•
Two-way adjustable driver/passenger headrests	•	•	•			
Four-way adjustable driver/passenger headrests				•	•	•
Easy Entry Driver's Seat w/ Memory			•	•	•	•
Front center-seat-integrated restraints (SiR)	•	•				
Seats (Rear) SuperCab						
Vinyl, 60/40 fold-up bench seat	•					
Cloth, 60/40 fold-up bench seat		•				
Premium vinyl seating surfaces, 60/40 fold-up bench seat			•			
Seat (Rear) Crew Cab						
60/40 bench w/flip-up/fold-down w/two (2) outboard head restraints and a center head restraint	•	•				
60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest			•	•	•	•
Vinyl	•					
Cloth		•				
Leather			•			
King Ranch® Kingsville Antique Affect Leather seating surface				•		
Platinum Leather seating surface					•	
Limited Admiral Blue/Light Slate Leather seating surface						•
Steering Wheel						
Urethane - Black w/redundant audio and SYNC® controls	•	•				
Leather-wrapped - (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Admiral Blue Leather)			•	•	•	•
Heated Steering Wheel	•		•	•	•	•
Cruise Control (steering wheel-mounted)	•	•	•	•	•	•
Tilt and Telescoping steering wheel/column (Manual on XL and XLT; Power with memory on Lariat, King Ranch®, Platinum and Limited)	•	•	•	•	•	•
Sun visors						
Color-coordinated cloth, driver w/pocket, passenger w/uncovered mirror	•					
Color-coordinated cloth; both driver and passenger w/covered mirrors		•				
Color-coordinated cloth; both driver and passenger w/illuminated visor vanity mirrors			•	•	•	•

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only
 ★ = New for this model year

• = Available

05/02/24

2024 SUPER DUTY® PICKUP
(F-250 / F-350 / F-450)
STANDARD EQUIPMENT

PROPRIETARY

SAFETY/SECURITY	XL	XLT	Lariat	King Ranch®	Platinum	Limited
AdvanceTrac® with RSC® (Roll Stability Control™)	•	•	•	•	•	•
Autolock, Auto unlock, Rainlamp Wiper Activated Headlamps		•	•	•	•	•
Advanced Security Pack (Incl. SecurLock® Passive Anti-Theft System (PATS) and Inclinor / Intrusion Sensors)			•	•	•	•
Driver and Passenger frontal and side airbag/curtain	•	•	•	•	•	•
Intelligent Access with Push-button Start (PEPS)			•	•	•	•
Remote Keyless-Entry	•	•				
Trailer Sway Control and Hill Start Assist	•	•	•	•	•	•

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

★ = New for this model year

• = Available

2024 Model Year **Ford** Warranty Guide

(Except F-600/F-650/F-750/F-53/F-59
Over 19,500 lbs. GVWR and Electric Vehicles)



owner.ford.com



ford.ca

February 2023
First Printing
Litho in U.S.A.



RW7J19T201 AA



Ford Warranty Guide

This booklet explains the New Vehicle Limited Warranty coverages that apply to your Ford vehicle. Your satisfaction is our goal. If you are not satisfied with Ford's performance under the warranty, Ford participates in an informal warranty dispute settlement mechanism through the Better Business Bureau, which you can contact as follows: BBB AUTOLINE
1676 International Drive, Suite 550, McLean, VA 22102.

You may use the BBB Autoline without charge. An application is available from BBB (800-955-5100) or Ford (800-392-3673).

You must resort to the BBB Autoline mechanism before exercising rights or seeking remedies created by the Magnuson-Moss Warranty Act. If you choose to seek redress by pursuing rights and remedies not created by the Magnuson-Moss Warranty Act, resort to the BBB Autoline Mechanism is not required by any provision of the Magnuson-Moss Warranty Act. Your state may require that you first resort to the BBB Autoline before exercising rights or seeking remedies created by your state's laws.

Further information on the BBB Autoline can be found on page 47.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE DURATION OF THE NEW VEHICLE LIMITED WARRANTY BUMPER TO BUMPER COVERAGE. Further information on implied warranties can be found on page 5.

ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES CAUSED BY DELAY, OR LOSS OF USE MAY NOT BE RECOVERED AND ARE DISCLAIMED AND EXCLUDED UNLESS APPLICABLE LAW PROHIBITS THEIR DISCLAIMER OR EXCLUSION. Further information on the disclaimers and exclusions can be found on page 5.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle.

Your Ford or Lincoln dealership, or Ford or Lincoln Quality Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual -intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The New Vehicle Limited Warranty and the Emissions Warranties described in this booklet apply to your vehicle if:

- **it was originally purchased through the Ford Export Operations Military Sales Program; or**
- **it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Territories, and it was originally registered/licensed and operated in the United States, U.S. Territories, or Canada.**

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The New Vehicle Limited Warranty for your 2024-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

**DISCLAIMER OF IMPLIED WARRANTIES FOR BUSINESS
AND RACING USE**

***** Ford disclaims all implied warranties if the vehicle is used for business or commercial purposes. *****

***** Ford disclaims the implied warranty of fitness for a particular purpose if your vehicle is used for racing, even if the vehicle is equipped for racing. *****

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

**APPLICABILITY OF LIMITATIONS OF IMPLIED WARRANTY TO
NEW VEHICLE LIMITED WARRANTY AND EMISSIONS
WARRANTY**

***** This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 23-45. *****

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law".

If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 47 of this booklet.

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty	
TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
BUMPER TO BUMPER	3/36,000
POWERTRAIN	5/60,000
SAFETY RESTRAINT SYSTEM	5/60,000
CORROSION (Perforation only)	5/UNLIMITED
DIESEL ENGINE	5/100,000
HYBRID/ELECTRIC UNIQUE COMPONENT	8/100,000

The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- What is Covered? (pages 9-15)
- What is Not Covered? (pages 15-20)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and
- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 15-20. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

One or more separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a prorated adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a prorated adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage.

The tire manufacturer's tire warranty information is available through the manufacture's websites .

Tire Manufacturer	Website	Toll-Free Number
BFGoodrich	www.bfgoodrichtires.com	1-877-788-8899
Bridgestone /Firestone	www.bridgestonetire.com www.firestonetire.com	U.S.: 1-800-356-4644 Canada: 1-800-267-1318
Continental/General	www.continentaltire.com www.generaltire.com	U.S.: 1-800-847-3349 Canada: 1-855-453-1962
Goodyear/Dunlop	www.goodyear.com	U.S.: 1-800-321-2136 Canada: 1-855-453-1962
Hankook	U.S.: www.hankooktire.com/us Canada: www.hankook.com/ca-en	U.S.: 1-800-426-5665 Canada: 1-800-843-7709
Linglong	www.linglongtire.com	1-844-692-8527
Maxxis	www.maxxis.com	1-866-509-7067
Michelin	www.michelinman.com	1-866-866-6605
Nitto	www.nittotire.com	1-888-529-8200
Pirelli	U.S.: www.pirelli.com/tires/en-us/car/tire-use-guide-warranty/tirewarranty Canada: www.pirelli.com/tires/en-ca/car/tire-warranty	1-800-747-3554 (English) 1-800-363-0583 (French)
Toyo	www.toyotires.com	1-800-442-8696
Sumitomo/Falken	www.falkentire.com	1-800-723-2553

You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In

certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 19 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump; Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts (front and rear); Front-Wheel Drive: axle shafts, support bracket, front bearings, seals and gaskets, universal and constant velocity joints; Rear-Wheel Drive: axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints. Four-Wheel/All-Wheel Drive: axle shafts, support bracket, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. Airborne material/environmental fallout damage to exterior finish or trim may be reimbursable if reported to dealership within seven calendar days of the new vehicle delivery date (warranty start date).

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

(5) The electrical drivetrain system of your vehicle is covered by the Hybrid & Electric Vehicle Unique Component coverage for eight years or 100,000 miles, whichever comes first. The components in the electrical drivetrain system of your vehicle will vary, depending on whether your vehicle is a hybrid, plug-in hybrid, but you can rest assured knowing that your vehicle's electrical drivetrain system is covered by this comprehensive warranty. Depending on your vehicle, electrical drivetrain system components covered by this warranty may include, and are not limited to: high-voltage battery, high-voltage battery connector, battery energy control module (BECM), on-board charger, inverter system controller (ISC), DC/DC converter, hybrid continuously variable transmission or electric driveline motor and transmission range sensor. If an electrical drivetrain system component requires replacement under warranty, it may be replaced with a new, factory remanufactured, or factory refurbished component, at Ford's discretion. Refurbished battery components selected for your vehicle will align with your vehicle's age and mileage, and meet Ford's stringent requirements and standards. (see "Note: High-Voltage Battery Gradual Capacity Loss" below).

Note: High Voltage Battery Gradual Capacity Loss

The high voltage battery will experience gradual capacity loss with time and use, similar to all batteries, which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the high voltage battery.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 23-45.

If you own or lease a 2024-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida and New York.

(6) Certain Commercial customers with a Valid Fleet Identification Number (FIN Code) are eligible for a five year / 100,00 mile limited powertrain warranty extension on the following vehicles: F-150 (Excluding Raptor), Super Duty (F-250 through F600) pickup, chassis cabs (F53/F59), Transit, Transit Connect and E-Series. Vehicle must be reported as a sales type "fleet" at original time of sale. To become a U.S. Ford Fleet Account, for vehicles which are owned and operated in the United States, you must register for a U.S. Fleet Identification Number (FIN Code). You will also be asked to provide proof of eligibility documentation for the vehicles in your fleet. To see if you qualify, please see the eligibility restrictions at www.fleet.ford.com/get-started.

This warranty extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains.

Ford Power-Up software updates

During the warranty coverage period, Ford Motor Company warrants that:

- you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by a Ford Power-Up software update.

WHAT IS NOT COVERED?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into any component. i.e. powertrain components
- misuse of the vehicle, such as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

(Plug-In Vehicles only) - The New Vehicle Limited Warranty does not cover: damage to the 120V convenience cord caused by misuse of the cord. Always use the convenience cord in a manner that conforms to the directions found in the Owner's Manual.

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips". Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- | | |
|----------------------------------|--|
| • oil changes | • clutch linings |
| • oils, lubricants, other fluids | • wiper blades |
| • oil/air filters | • wheel alignments and tire balancing* |
| • tire rotation/inflation | • brake pad/lining* |
| • cleaning/polishing | |

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs for certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
 - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
 - non-Ford Motor Company software, or
 - obsolescence of vehicle software or hardware
 - lack of network coverage or availability
- Damage caused by:
 - abnormal use such as insertion of foreign objects, fluid spillage
 - unauthorized modification to alter functionality or capability
 - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots
 - installation of unauthorized software, peripherals and attachments
 - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
 - the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 50)
- aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.
- high-voltage battery replacement due to improper vehicle storage. Refer to the Owner's Manual for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time.

- The Lithium-ion battery (EV battery) will experience gradual capacity loss with time and use (similar to all lithium-ion batteries), which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the Lithium-ion battery.
- If the component that caused the failure is beyond coverage and damages a component with remaining coverage, the entire repair is NOT reimbursable.

5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
EMISSIONS DEFECTS WARRANTY	
Passenger cars & Light Duty Trucks*	2/24,000
Heavy Duty Vehicles**	5/50,000
Certain Emissions Parts*	8/80,000
EMISSIONS PERFORMANCE WARRANTY	
Passenger cars & Light Duty Trucks*	2/24,000
Heavy Duty Vehicles**	5/50,000
Certain Emissions Parts*	8/80,000

* Applies to vehicles up through 8,500 pounds gross vehicle weight rating (GVWR)

** Applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR.

Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:

- Emissions Defect Warranty (pages 24-25)
- Emissions Performance Warranty (pages 25-26)
- What is Covered? (pages 27-29)
- What is Not Covered? (page 29)

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet
- at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emission-related parts can be found in **What is Covered?** on pages 27-29.

The warranty coverage period for:

- The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up through 8,500 pounds GVWR) is as follows:
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the battery energy control module (BECM), and emission-related reprogramming of modules.
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (Note: Ford's 3-year, 36,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)

- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR)
 - The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty. The 5 year or 50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
 - Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label: Tire defects that affect compliance with greenhouse gas requirements are covered for 2 years or 24,000 miles, whichever comes first.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the Owner's Manual and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up through 8,500 pounds GVWR) is as follows:
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the battery energy control module (BECM), and emission-related reprogramming of modules.
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR)
 - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED?** below for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

If the parts on the following list contain an emissions-related defect, they are covered by the Defects Warranties.

- Aftertreatment Sensors
- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Anti-lock Brake System Module (Hybrid and Plug-in Hybrid vehicles only except Explorer hybrid)
- Battery Energy Control Module (BECM)
- Belt Integrated Starter Generator (Hybrid and Plug-in Hybrid vehicles only)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-in Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/ Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control valve

- Glow Plugs (diesel only)
- High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly-Engine Charger
- Inverter System Controller (Plug-in Hybrid vehicles only)
- Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only)
- Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-in Hybrid vehicles only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-in Hybrid vehicles only)
- Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only)
- PCV system and Oil Filler Cap
- Onboard Charger (Plug-in Hybrid vehicles only)
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Assembly (Plug-in Hybrid vehicles only)
- Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only)
- Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

Agenda Action Form

Paducah City Commission

Meeting Date: September 17, 2024

Short Title: Purchase of One (1) 3/4Ton Pickup Truck for use by the Parks Department

Category: Municipal Order

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

Background Information: On August 29, 2024, sealed written bids were opened for the purchase of One (1) 3/4Ton Pickup Truck for use by the Parks Department. Three bids were received, with Linwood Motors submitting the highest evaluated bid in accordance with the specifications, at a price of \$46,989.00. With a delivery time of 30 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 One (1) 3/4Ton Pickup Truck for use by the Parks Department in accordance with the specification in the amount of \$46,989.00.

Attachments:

1. MO - purchase one $\frac{3}{4}$ ton pickup truck – Parks Department
2. 00020 - Invitation to Bid
3. Bid Tab 3-4 Ton Pickup
4. 00500 - Agreement _ proposed
5. Spec Pick Up List
6. Linwood Motors bid
7. Tim Short Dodge bid
8. Tim Short Ford bid

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) $\frac{3}{4}$ TON PICKUP TRUCK IN THE TOTAL AMOUNT OF \$46,989, FOR USE BY THE PARKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Linwood Motors in the amount of \$46,989 for sale to the City of Paducah one $\frac{3}{4}$ ton pickup truck for use by the Parks Department said bid being the lowest evaluated bid, of August 29, 2024.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, for the purchase of one $\frac{3}{4}$ ton pickup truck , authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicle Fleet Maintenance Trust Fund, Account Number 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:

Claudia S. Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, September 17, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, September 17, 2024
Purchase one $\frac{3}{4}$ ton pickup truck – Parks Department

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **ONE (1) ¾ TON PICKUP TRUCK** for use by the **PARKS DEPARTMENT** on **Thursday, August 29, 2024** at 2:00 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 Division 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

One (1) 3/4 Ton Pickup Truck - Parks

LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST on August 29, 2024

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Jake Brenningmeyer 3345 Park Ave. Paducah, KY 42001	Tim Short Dodge Ron Blackburn 99 Tim Short Dr. Morehead, KY 40351	Tim Short Ford Ron Blackburn 99 Tim Short Dr. Morehead, KY 40351
One (1) 3/4 Ton Pickup Truck	\$46,989.00	\$47,776.00	\$50,910.00

Delivery Time	30 days	90 days	120 days
Manufacturer:	Ram	Ram	Ford

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes	Yes	Yes
2. Manufacturer Specifications	Yes	Yes	Yes
3. Warranty Information	Yes	Yes	Yes
4. Compliance with Tech Specs form	Yes	No	No
5. Deviations with Information	None	Yes	Yes
Kentucky State Bidder	Yes	Yes	Yes

Responsive & Responsible Bidder:	Yes	Yes	Yes
Evaluation Score:	1000.00	965.00	929.00
BID RECOMMENDED FOR ACCEPTANCE	Yes	No	No

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

AGREEMENT TO PURCHASE ONE (1) ¾ TON PICKUP TRUCK

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, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **ONE (1) ¾ TON PICKUP TRUCKS** to be used by **Parks Departments** in full compliance with the Bid Proposal Dated **August 29, 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 **30** 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: **Forty-Six Thousand, Nine Hundred Eighty-Nine dollars (\$46,989.00)** 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 _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

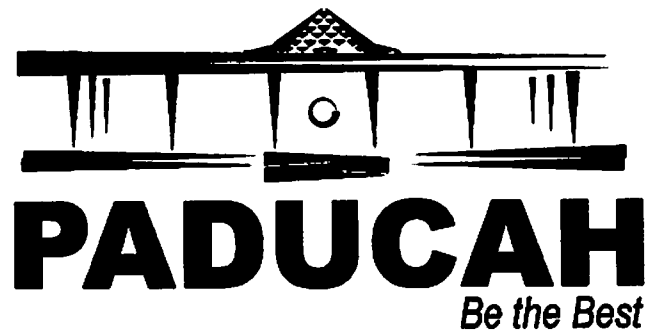
PUBLIC WORKS DEPARTMENT
ONE (1) 3/4 TON PICKUP TRUCK - PARKS

BID OPENING: Thursday, August 29, 2024, 2:00 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	Prime Vendor	Kim Jones	4622 Cedar Ave Wilmington, NC 28403	910-805-9630	910-726-1973	primervendor123@gmail.com sent via email @ 8/8/24 @ 8:51am
2	Linwood	Jake Brenningmeyer	3476 Park Ave Paducah, KY 42001	270-446-6901		jakebrenningmeyer@gmail.com via email 8/14/24 @ 9:16am
3	Tim Short Automotive	Ron Blackburn	99 Tim Short Dr Morehead KY 40351	859-351-1752		rrblackburn1212@msn.com via email 8/14/24 @ 11:50am
4						
5						
6						
7						
8						
9						
10						

CITY OF PADUCAH

PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS



SPECIFICATIONS FOR THE PURCHASE OF

ONE (1) $\frac{3}{4}$ TON PICKUP TRUCK

**FOR USE BY
PARKS**

AUGUST 2024

TABLE OF CONTENTS

ONE (1) ¾ TON PICKUP TRUCK for use by PARKS 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.....	1

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **ONE (1) ¾ TON PICKUP TRUCK** for use by the **PARKS DEPARTMENT** on **Thursday, August 29, 2024** at 2:00 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 Division 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, August 22, 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 One (1)
¾ TON PICKUP TRUCK
for use by the
PARKS DEPARTMENT**

Proposal of LINWOOD
(hereinafter called Bidder), organized and existing under the laws of KY
(state) and doing business as LINWOOD MOTORS*, 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 **One (1) ¾ Ton Pickup Truck** for use by the **Parks 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.	¾ Ton Pickup Truck in accordance with the Specifications	1	Each	\$ <u>46,989</u>	\$ <u>46,989</u>

Proposed Body Manufacturer, Model and Year: RAM 2500 LWB, 4x4, 2024
Proposed Delivery Time (days): 30 days - Take 25 on loan
Location of the full service maintenance facility: 3345 Park Ave

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 Motors

BY: JACK BARNHARTMAN DATE: 8/24/24

TITLE: Sale Mgr

ADDRESS: 3345 PARK AVE
PADUCAH, KY 42001

PHONE: 444-6901 FAX: 442-2941

CELL PHONE: 999-2377 E-MAIL: JACKBARNHARTMAN@SMGIL.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: _____

Title: _____

Company: _____

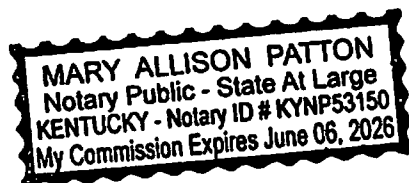
Date: _____

STATE OF Kentucky)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 26th day of August, 2024, by Mary Patton, Office Manager (title) of Linwood Chrysler Dodge Hyundai LLC (Name of Company).

My commission expires: 06/06/2026

Mary Allison Patton
Notary Public/State at Large



SEAL

EVALUATION FORM

VEHICLE: ONE (1) ¼ Ton Pickup Truck for use by Parks Department

DATE: _____

BIDDER: _____

Grading Criteria:

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 shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	WEIGHTED PERCENT	RATING VALUE (0-10)	CRITERION SCORE
1	Number of Technical Specifications Met	40	_____	_____
2	Price	60	_____	_____

BIDDER'S OVERALL TOTAL SCORE _____

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

AGREEMENT TO PURCHASE ONE (1) ¾ TON PICKUP TRUCK

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, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **ONE (1) ¾ TON PICKUP TRUCKS** to be used by Parks Departments in full compliance with the Bid Proposal Dated **August 29, 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: ONE (1) ¾ TON PICKUP TRUCK or use by Parks Department

After consideration of all bids received for the above referenced **ONE (1) ¾ TON PICKUP TRUCK**, you are hereby notified that your Bid dated August 29, 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: **ONE (1) ¾ TON PICKUP TRUCK**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **ONE (1) ¾ TON PICKUP TRUCK** for use by **PARKS DEPARTMENTS** 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 **ONE (1) PICKUP TRUCK** 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: 3/4 TON PICKUP TRUCK
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:	<u>XXX Days</u>

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 Public Works Director. 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.

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
- One (1) complete technical manual with schematics
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys – Minimum of two (2) 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.

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**.

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 Contract 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 of 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 Public Works 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.



2024 MODEL YEAR

RAM 2500 TRADESMAN REG CAB 4X4 LONG BOX

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: **\$48,180****RAM 2500 TRADESMAN REG CAB 4X4**

Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Colors
Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat
Engine: 6.4L V8 Heavy-Duty HEMI® MDS Engine
Transmission: 8-Speed Automatic 8HP75-TCV Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags
Supplemental Side-Curtain Front Air Bags
Supplemental Front Seat-Mounted Side Air Bags
ParkView® Rear Back-Up Camera
3.73 Axle Ratio
Manual Shift-On-The-Fly Transfer Case
Electronic Stability Control
Electronic Roll Mitigation
Hill-Start Assist
Traction Control
Trailer Sway Damping
Anti-Lock 4-Wheel Disc Brakes
730-Amp Maintenance-Free Battery
180-Amp Alternator
Sentry Key® Theft Deterrent System
Push-Button Start
Power Accessory Delay
Tire Pressure Monitoring Display
Tire-Fill Alert
Tailgate-Ajar Warning-Lamp

INTERIOR FEATURES

Uconnect® 3 with 5-Inch Touch Screen Display
Ram Connect (Connected Services) w/ Trial
Full-Function Media Hub with 2-USB Plus Aux Port
40/20/40 Split Bench Seat
12-Volt Auxiliary Power Outlet
Tilt Steering Column
Temperature and Compass Gauge
Cluster with 3.5-Inch TFT Color Display
Rear Dome Lamp
Black Vinyl Floor Covering
Driver / Passenger Assist Handles
Behind the Seat Storage / Bin
Front Height-Adjustable Shoulder Belts

EXTERIOR FEATURES

Manual-Folding Telescoping Black Mirrors
Black Headlamp Bezels
17-Inch x 7.5-Inch Steel Styled Wheels
LT245/70R17E BSW All-Season Tires
32-Gallon Fuel Tank
Tailgate-Handle LED Hitch Lamp
Class V Receiver-Hitch
Trailer-Tow with 4-Pin Connector Wiring
Tinted Windshield Glass
Tinted Glass Windows

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 2GA
Snow Chief Group

\$1,155

Anti-Spin Differential Rear Axle
Auxiliary-Switches Prep
Instrument Panel Mounted Auxiliary Switches
Clearance Lamps
LT275/70R18E OWL On/Off-Road Tires
Transfer Case Skid-Plate Shield
Dual-Alternators Rated at 380 Amps
220-Amp Alternator
Tradesman Level 1 Equipment Group
Upgraded Door Trim Panel
Exterior Mirrors with Supplemental Signals
Mirror Running Lights
Overhead Console
Remote Keyless-Entry
Speed-Sensitive Power-Locks
Power Windows with Front One-Touch-Down Feature
Power Heat/Fold/Telescoping Mirrors
Power Telescoping Mirrors
Automatic Power-Folding Mirrors
Forward and Reverse Utility Lights
Front Fog Lamps
18-Inch x 8.0-Inch Steel Wheels
18-Inch Steel Spare Wheel
Tow Hooks
Trailer Brake Controller

\$275

\$195

\$295

\$100

\$395

Destination Charge

\$1,995

TOTAL PRICE: * \$52,590**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: SALTILLO, MEXICO

S.L.

SHIP TO

SOLD TO:

vnc: 3C6-MR5AJ7RG-261993

L4-VON: 2470

0211-0



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.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

California Air Resources Board

Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings
For information on how to compare, please see www.arb.ca.gov/ep_label

Protect the environment. Choose vehicles with higher ratings:
Greenhouse Gas Rating (tailpipe only) **Smog Rating** (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

GOVERNMENT 5-STAR SAFETY RATINGS**Overall Vehicle Score**

Not Rated

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

**Frontal
Crash**

**Driver
Passenger**

**Not Rated
Not Rated**

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

**Side
Crash**

**Front seat
Rear seat**

**Not Rated
Not Rated**

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.



**VEHICLE
PROTECTION**
A PRODUCT OF FCA US LLC

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

- ON GROUND -

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.



LINWCHR-01

BLENINI 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 NAME: Zach Hickson

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	ADDL SUBR INAD WVD	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 ☐ PRG-JECT ☐ 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 ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ 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 ☐ OTH-ER 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

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

**BID PROPOSAL for One (1)
¾ TON PICKUP TRUCK
for use by the
PARKS DEPARTMENT**

Proposal of Tim Short Chry, Dodge, Jeep, Ram of Morehead
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as Tim Short Chry Dodge, Jeep, Ram of Morehead*, 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 **One (1) ¾ Ton Pickup Truck** for use by the **Parks 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) None

Dated 8/21/24

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	¾ Ton Pickup Truck in accordance with the Specifications	1	Each	\$ <u>47,776</u>	\$ <u>47,776</u>

Proposed Body Manufacturer, Model and Year: Ram 2500 Reg Cab 2024Proposed Delivery Time (days): 90 daysLocation of the full service maintenance facility: Morehead Ky**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>no</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: Kentucky

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: Tim Short Ram Dodge Chry Jeep

BY: Ron Blackburn DATE: 8/21/24

TITLE: Fleet mgr.

ADDRESS: 99 Tim Short Dr
Morehead Ky 40351

PHONE: 859 351 1752 FAX: _____

CELL PHONE: 859 351 1752 E-MAIL: rrblackburn1212@msn.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 465658712

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: _____

CITY OF PADUCAH BUSINESS LICENSE NUMBER: N/A

**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: [Signature]
Printed Name: Ron Blackburn
Title: Genl Mgr.
Company: Tim Short Ram Dodge
Date: 8/21/24

Seep c
Chry

STATE OF Kentucky)
COUNTY OF Rowan)

The foregoing instrument was sworn to and acknowledged before me this 21 day of Aug, 2024, by Ron Blackburn Agent (title) of Tim Short Ram Dodge (Name of Company).

My commission expires: 9/15/2026

[Signature]
Notary Public, State at Large



EVALUATION FORM

VEHICLE: ONE (1) ¾ Ton Pickup Truck for use by Parks Department

DATE: _____

BIDDER: _____

Grading Criteria:

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 shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	WEIGHTED PERCENT	RATING VALUE (0-10)	CRITERION SCORE
1	Number of Technical Specifications Met	40	_____	_____
2	Price	60	_____	_____

BIDDER'S OVERALL TOTAL SCORE _____

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

AGREEMENT TO PURCHASE ONE (1) ¾ TON PICKUP TRUCK

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, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **ONE (1) ¾ TON PICKUP TRUCKS** to be used by Parks Departments in full compliance with the Bid Proposal Dated **August 29, 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: ONE (1) ¾ TON PICKUP TRUCK or use by Parks Department

After consideration of all bids received for the above referenced **ONE (1) ¾ TON PICKUP TRUCK**, you are hereby notified that your Bid dated **August 29, 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: **ONE (1) ¾ TON PICKUP TRUCK**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **ONE (1) ¾ TON PICKUP TRUCK** for use by **PARKS DEPARTMENTS** 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 **ONE (1) PICKUP TRUCK** 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: _____ 3/4 TON PICKUP TRUCK
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 Public Works Director. 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 Public Works 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
- One (1) complete technical manual with schematics
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys - Minimum of two (2) 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.

ONE (1) 3/4 TON PICKUP TRUCK
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: TIM Short Ram Dodge Jeep chry of Morehead (Bidder)

Vehicle Make, Model and Year Proposed: Ram 2500 Reg CRB 2024

SPECIFICATIONS

YES

NO

1. One (1) New 2024 or Newer 3/4 Ton Full Size Pickup, Reg. Cab, LWB
4WD, V8 Gas Engine

☒

☐

FEATURES

1. Automatic transmission with Overdrive.
2. Manufacturer installed air conditioning with manual controls.
3. Manufacturer installed AM/FM radio.
4. Manufacturer Towing Package, mounted on rear frame rails.
5. Trailer Wiring – 6 Round Connector
6. Full size conventional spare tire & wheel.
7. Exterior paint Oxford White - Interior Stone or Grey
8. Power Windows and Locks
9. Standard Bed for Long Wheel Base
10. Bed liner.
11. Black vinyl floor covering (no carpet).
12. Blue Tooth Compatible
13. Rear step bumper.
14. 40/20/40 Vinyl Seat
15. Whelen Liberty LED Light Bar, amber LED modules, with white front work lights
16. 4 Switch control box for light bar

☒
☒
☒
☒
☒
☒
☒
☒
☒
☒
☒
☒
☒
☒
☒
☒

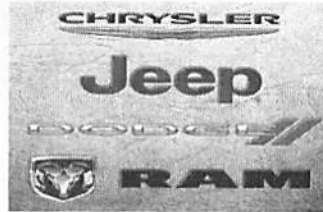
☐
☐
☐
☐
☐
☐
☐
☐
☐
☐
☐
☐
☐
☐
☐
☒
☒

**TIM SHORT
AUTO GROUP**

**99 TIM SHORT DRIVE
MOREHEAD KY 40351**

(859) 351-1752

RON BLACKBURN



EXCEPTIONS TO BID

ITEM 15 & 16.....

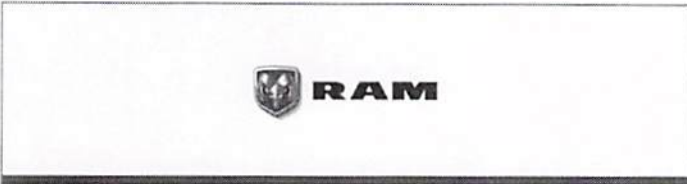
.....We are bidding Able 2, LED light bar and strobes.

VIEW CURRENT MODEL YEAR COVERAGE

Warranty Coverage

Peace of mind comes standard with every FCA US LLC vehicle. Learn more about how we've got you covered.

Select a brand to view current model year coverage:



WE'VE GOT YOU COVERED

From road trips, to off-road trips; jaunts around the block or track; to and from the job site, or up and down the coastline. There are a lot of places you can go in five years' time. And with the 5-year/100,000-mile Diesel Powertrain Limited Warranty*, we'll go on the journey with you.



DRIVE ON

We back our diesel vehicles with a 5-year/100,000-mile Diesel Powertrain Limited Warranty* and our gas-powered vehicles with a 5-year/60,000-mile Gas Powertrain Limited Warranty*. The Powertrain Limited Warranty covers the cost of repairs on all covered powertrain components – engine, transmission and drive system – for most new Ram vehicles. Coverage also includes complimentary towing to the nearest

Chrysler, Dodge, Jeep® or Ram dealer, if necessary. The warranty is transferrable too, so if you sell your vehicle during the warranty period, the new owner will be covered. Plus, our 3-Year/36,000-Mile Basic Limited Warranty* provides bumper-to-bumper coverage of your vehicle, from the body to the electrical system.

ROADSIDE ASSISTANCE SERVICE

Most FCA US LLC vehicles come with Roadside Assistance Service**. When you need support with a battery jumpstart, roadside fuel delivery, flat tire service, or towing to the nearest FCA US LLC vehicle dealer, help is only a phone call away. For details, see your dealer.

**See your dealer for full details or [read more about Roadside Assistance Service at mopar.com](https://www.mopar.com/en-us/roadside-assistance-service).

SERVICE CONTRACTS BACKED BY FCA US LLC

You can complement your warranty* coverage with Mopar® Vehicle Protection backed by FCA US LLC at dealerships throughout North America. They provide you with the added confidence of knowing that covered services are performed by certified technicians, using genuine Mopar® parts, at any Chrysler, Dodge, Jeep® or Ram vehicle dealership.

CALIFORNIA EMISSIONS STANDARD WARRANTY

In California, new motor vehicles must be designed and built with an emission control system equipped to meet the state's stringent anti-smog standards. If any emission-related part on your vehicle is defective, FCA US LLC will diagnose, replace or repair the part at no charge to you. In addition, if your vehicle fails a smog check inspection, FCA US LLC will make all necessary repairs and adjustments to ensure that your vehicle passes the inspection.

MOPAR® PARTS & ACCESSORIES LIMITED WARRANTIES

Your vehicle is a powerful machine that will get you where you need to go for miles and years to come. There are many parts that work together to make that happen, and we want to ensure these parts on your FCA US LLC vehicle are protected against defective materials or workmanship. Sure, you've got your Basic Limited Warranty, but that's just the beginning. There are some Mopar® products that have separate warranties – with different time and mileage limitations, and warranty coverage that is not included in the Basic Limited Warranty. These parts include:

✓ Batteries

✓ Brake Pads/Shoes

 Collision Parts Shocks/Struts Catalytic Converters Mufflers Gaskets and Seals Starters Powertrains Alternators Diesel Parts Water Pumps Performance Parts

Read the full warranty for details – as coverage may be restricted or denied if your vehicle, or part, has been modified, improperly maintained or removed.

SELECT A VEHICLE

To access a copy of your limited vehicle warranty offered by FCA US LLC, please Select a Vehicle to select your vehicle's make, year, and model. Or, sign in to access even more information and features specific to your vehicle using your Vehicle Identification Number (VIN) or address.

*Terms and conditions of warranties vary by brand and vehicle. See your dealer for complete details or sign in to download a copy of your vehicle's warranty. Warranty may be restricted or denied if your vehicle or part has been modified, improperly maintained or removed.

TIM SHORT CHRYSLER DODGE JEEP RAM
99 TIM SHORT DRIVE
MOREHEAD, KY 403517140

Configuration Preview

Date Printed: 2024-08-21 12:44 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order

Sold to:
TIM SHORT CHRYSLER DODGE JEEP RAM
(26932)
99 TIM SHORT DRIVE
MOREHEAD, KY 403517140

Ship to:
TIM SHORT CHRYSLER DODGE JEEP RAM (26932)
99 TIM SHORT DRIVE
MOREHEAD, KY 403517140

Vehicle: 2024 2500 TRADESMAN REG CAB 4X4 (140 in WB 8 ft 0 in Box) (DJ7L62)

	Sales Code	Description	MSRP(USD)	F
Model:	DJ7L62	2500 TRADESMAN REG CAB 4X4 (140 in WB 8 ft 0 in Box)	48,180	
Package:	2GA	Customer Preferred Package 2GA	0	
	ESB	6.4L V8 Heavy Duty HEMI MDS Engine	0	
	DFX	8-Spd Auto 8HP75-LCV Transmission	0	
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	
	APA	Monotone Paint	0	
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	
	-X8	Black/Diesel Gray	0	
Options:	XHC	Trailer Brake Control	395	
	A61	Tradesman Level 1 Equipment Group	0	
	5N6	Easy Order	0	
	142	Zone 42-Detroit	0	
	4EA	Sold Vehicle	0	
Discounts:	YG2	5.2 Additional Gallons of Gas	0	
Destination Fees:			1,995	

Total Price: 50,570

Order Type: Retail
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name: RON BLACKBURN
Customer Address: 102 DRY FORK RD
WINCHESTER KY 40391 USA
Instructions:

PSP Month/Week:
Build Priority: 99

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 vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Standard Features - DJ7L62-2500 TRADESMAN REG CAB 4X4 (140 in WB 8 ft 0 in Box)

Code	Description
ME6	"RAM" Grille Badge
DRQ	11.50" Single Wheel Rear Axle
JCB	120 MPH Primary Speedometer
JJJ	12V Auxiliary Power Outlet
WF1	17" Steel Spare Wheel
WDA	17X7.5 Steel Styled Wheels
BAD	180 Amp Alternator
CDX	2-Way Front Head Restraints
DME	3.73 Axle Ratio
NFX	32 Gallon Fuel Tank
RCD	4 Speakers
SCF	4-Spoke Steering Wheel
CBE	40/20/40 Split Bench Seat
MUS	4X4 Badge
RFU	5.0" Touchscreen Display
NAS	50 State Emissions
DJN	6,000# Front Axle
ESB	6.4L V8 Heavy Duty HEMI MDS Engine
XFK	7 Pin Wiring Harness
BCN	730 Amp Maintenance Free Battery
DFX	8-Spd Auto 8HP75-LCV Transmission
RD3	Accent Color Shark Fin Antenna
MDX	Active Grille Shutters
CG3	Advanced Multistage Front Air Bags
HAA	Air Conditioning
BRT	Anti-Lock 4-Wheel Disc Brakes
RSU	Audio Jack Input for Mobile Devices
LMG	Automatic Headlamps
CTL	Base Door Trim Panel
A6A	Base Equipment Group
CU3	Behind the Seat Storage / Bin
MNA	Black Door Handles
M17	Black Exterior Badging - Trucks
LE4	Black Exterior Mirrors
MB1	Black Front Bumper
MFA	Black Headlamp Bezels
MBN	Black Rear Bumper
CKJ	Black Vinyl Floor Covering
XJ8	Body Color Fuel Filler Door
BGE	Brake Assist
X71	Bumper Module I
X75	Bumper Module II
LPE	Cargo and CHMSL Lamp

Standard Features - DJ7L62-2500 TRADESMAN REG CAB 4X4 (140 in WB 8 ft 0 in Box)

Code	Description
WMJ	Center Hub
CGU	Child Seat Anchor System-LATCH Ready
XFR	Class V Receiver Hitch
JAK	Cluster 3.5" TFT Color Display
XCT	Coat Hooks
DS7	Conventional Differential Frt Axle
DS8	Conventional Differential Rear Axle
HGB	Dash Liner Insulation
LM1	Daytime Running Headlamps, Low Beam
LAN	Decklid/Liftgate Ajar Warning Lamp
MD8	Delete Front License Plate Bracket
CLP	Door Sill Scuff Pads
JVA	Driver Seat - Manual Adjust 4-Way
CSP	Driver/Passenger Assist Handles
JJB	Dual Note Electric Horns
DH4	Electronic Range Select
BNS	Electronic Roll Mitigation
BNB	Electronic Stability Control
NHN	Electronically Controlled Throttle
XCD	Engine Calibration Flash
TZF	Firestone Brand Tires
HGF	Floor Tunnel Insulation
X9E	For Details, Visit DriveUconnect.com
MXB	Front Air Dam
CDR	Front Armrest w/Cupholders
SFB	Front Heavy Duty Shock Absorbers
CGD	Front Height Adjust Shoulder Belts
LAX	Front Passenger Seat Belt Alert
SHA	Front Stabilizer Bar
MHR	Front Wheel Well Liners
XGA	Front/Rear Climate Control Outlets
JWA	Frt Pass Seat - Manual Adjust 4-Way
TBB	Full Size Spare Tire
RDG	Global Telematics Box Module (TBM)
JKH	Glove Box
JLP	GPS Antenna Input
X79	Grille Module
MFF	Grille-Matte Black Mesh
MM5	Grille-Surround Matte Black
Z7F	GVW Rating - 10000#
LME	Halogen Quad Headlamps
*TX	HD Vinyl 40/20/40 Split Bench Seat
LHD	Headlamp Off Time Delay

Standard Features - DJ7L62-2500 TRADESMAN REG CAB 4X4 (140 in WB 8 ft 0 in Box)

Code	Description
SDB	Heavy Duty Suspension
BNG	Hill Start Assist
JE1	I/P Bezels-Painted
LAC	Illuminated Entry
LA6	Incandescent Tail Lamps
JY1	Instrument Cluster Theme 1 (Base)
JBF	Instrument Panel Black Bezel
XRB	Integrated Voice Command w/Bluetooth
CEU	Key Fob - Black
LNK	LED Hitch Lamp in Tailgate Handle
XJJ	Locking Tailgate
TWD	LT245/70R17E BSW All Season Tires
DK1	Man Shift-On-The-Fly Transfer Case
LF1	Manual Adjust Mirrors
JE8	Manual Door Locks
LFD	Manual Folding Exterior Mirrors
LF3	Manual Telescoping Mirrors
JF8	Manual Windows
LBA	Map/Courtesy Lamp
RSF	Media Hub-2 USB, Full Funct, Aux
GT1	Mirrors Manual Fold Telescopic
APA	Monotone Paint
JMD	N95+Bio HVAC Cabin Filter
NZD	Next Generation Engine Controller
XA8	Non Adjustable Pedals
XAC	ParkView Rear Back-up Camera
GNM	Passenger Side Sun Visor w/Mirror
XBS	Pickup Box
JKY	Power Accessory Delay
SBE	Power Steering
GX4	Pushbutton Start
MS4	Ram 2500 Badge
MGA	Ram's Head Badge
BHD	Ready Alert Braking
LCH	Rear Dome Lamp
GJD	Rear Fixed Window
SGB	Rear Heavy Duty Shock Absorbers
GNA	Rear View Day/Night Mirror
LTF	Red Tail Lamp Bezels
RSX	Remote USB Port
RS3	Remote USB Port - Charge Only
C1G	Rotary Shifter-Black
GXX	Sentry Key Theft Deterrent System

Standard Features - DJ7L62-2500 TRADESMAN REG CAB 4X4 (140 in WB 8 ft 0 in Box)

Code	Description
RT1	SiriusXM Guardian-included trial (B)
NHM	Speed Control
XZM	Standard Ride Height
CJ4	Supp Side Curtain Front Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
JFJ	Temperature & Compass Gauge
SUA	Tilt Steering Column
GAC	Tinted Glass Windows
GBB	Tinted Windshield Glass
XBN	Tip Start
TBM	Tire Carrier Winch
LAW	Tire Fill Alert
XGM	Tire Pressure Monitoring Display
BNM	Traction Control
BNT	Trailer Sway Damping
XFU	Trailer Tow w/4-Pin Connector Wiring
UAA	Uconnect 3 with 5" Display
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center
XCM	Vendor Painted Cargo Box
4ZB	Vendor Painted Cargo Box Tracking

CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT

BID PROPOSAL for One (1)
¾ TON PICKUP TRUCK
for use by the
PARKS DEPARTMENT

Proposal of Tim Short Ford of Morehead
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as Tim Short Ford of Morehead, 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 **One (1) ¾ Ton Pickup Truck** for use by the **Parks 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) N/A Dated 8/20/24

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	¾ Ton Pickup Truck in accordance with the Specifications	1	Each	\$ <u>50,910</u>	\$ <u>50,910</u>

Proposed Body Manufacturer, Model and Year: Ford F250 Max 2024
Proposed Delivery Time (days): 120 days * order date 9/13/24
Location of the full service maintenance facility: Morehead, Ky 40351

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>NO</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: Kentucky

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: TIM Short Ford OF Morehead

BY: Ron Blackburn DATE: 8/20/24

TITLE: Fleet Mgr.

ADDRESS: 99 Tim Short Dr.
Morehead Ky 40351

PHONE: 859 351 1752 FAX: _____

CELL PHONE: 859 351 1752 E-MAIL: rrblackburn1212@msn.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 46-5658712

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: _____

CITY OF PADUCAH BUSINESS LICENSE NUMBER: — 7/A

**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: Ron Blackburn
Printed Name: Ron Blackburn
Title: Fleet Mgr.
Company: Tim Short Ford of Morehead
Date: 8/20/24

STATE OF Kentucky)
COUNTY OF Rowan)

The foregoing instrument was sworn to and acknowledged before me this 20 day of

August, 2024, by Ron Blackburn, Fleet mgr. (Title) of
Tim Short Ford of Morehead (Name of Company).

My commission expires: 9/15/2026

Rebecca Weaver
Notary Public, State at Large



SEAL

EVALUATION FORM

VEHICLE: ONE (1) ¾ Ton Pickup Truck for use by Parks Department

DATE: _____

BIDDER: _____

Grading Criteria:

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 shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	WEIGHTED PERCENT	RATING VALUE (0-10)	CRITERION SCORE
1	Number of Technical Specifications Met	40	_____	_____
2	Price	60	_____	_____

BIDDER'S OVERALL TOTAL SCORE _____

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

AGREEMENT TO PURCHASE ONE (1) ¾ TON PICKUP TRUCK

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, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **ONE (1) ¾ TON PICKUP TRUCKS** to be used by **Parks Departments** in full compliance with the Bid Proposal Dated **August 29, 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: ONE (1) ¾ TON PICKUP TRUCK or use by Parks Department

After consideration of all bids received for the above referenced **ONE (1) ¾ TON PICKUP TRUCK**, you are hereby notified that your Bid dated **August 29, 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: **ONE (1) ¾ TON PICKUP TRUCK**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **ONE (1) ¾ TON PICKUP TRUCK** for use by **PARKS DEPARTMENTS** 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 **ONE (1) PICKUP TRUCK** 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: _____ 3/4 TON PICKUP TRUCK
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 Public Works Director. 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 Public Works 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
- One (1) complete technical manual with schematics
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys – Minimum of two (2) 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.

ONE (1) 3/4 TON PICKUP TRUCK
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: Tim Short Ford of Morehead (Bidder)

Vehicle Make, Model and Year Proposed: Ford F250 Reg Cab 2024

SPECIFICATIONS

- | | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| 1. One (1) New 2024 or Newer 3/4 Ton Full Size Pickup, Reg. Cab, LWB | ✓ | |
| 4WD, V8 Gas Engine | ✓ | |

FEATURES

- | | | |
|---|---|---|
| 1. Automatic transmission with Overdrive. | ✓ | |
| 2. Manufacturer installed air conditioning with manual controls. | ✓ | |
| 3. Manufacturer installed AM/FM radio. | ✓ | |
| 4. Manufacturer Towing Package, mounted on rear frame rails. | ✓ | |
| 5. Trailer Wiring – 6 Round Connector | ✓ | |
| 6. Full size conventional spare tire & wheel. | ✓ | |
| 7. Exterior paint Oxford White - Interior Stone or Grey | ✓ | |
| 8. Power Windows and Locks | ✓ | |
| 9. Standard Bed for Long Wheel Base | ✓ | |
| 10. Bed liner. | ✓ | |
| 11. Black vinyl floor covering (no carpet). | ✓ | |
| 12. Blue Tooth Compatible | ✓ | |
| 13. Rear step bumper. | ✓ | |
| 14. 40/20/40 Vinyl Seat | ✓ | |
| 15. Whelen Liberty LED Light Bar, amber LED modules, with white front work lights | | X |
| 16. 4 Switch control box for light bar | | X |

**TIM SHORT
AUTO GROUP**

**99 TIM SHORT DRIVE
MOREHEAD KY 40351**

(859) 351-1752 RON BLACKBURN



EXCEPTIONS TO BID

ITEM 15 & 16.....

.....We are bidding Able 2, LED light bar and strobes.

PROPOSED DELIVERY TIME.....

**.....Order must be submitted by Sept 13, 2024, that is the
Cut off date for 2024 model vehicles.**

STANDARD EQUIPMENT

The following features are standard on every 2024 MY SUPER DUTY® F-SERIES vehicle:

MECHANICAL

- Brakes – Power four-wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Engine
 - F-250/F-350: 6.8L 2V DEVCT NA PFI V8 Gas
 - F-450: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20
- Transmission
 - TorqShift®-G Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)
 - TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.7L Diesel)

EXTERIOR

- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Glass
 - Solar-Tinted, complete (Std. XL)
 - Privacy (Std. XLT, Lariat, King Ranch®, Platinum and Limited; NA front-seat windows)
- Jack
 - Three ton mechanical (F-250/F-350 SRW)
 - Four ton hydraulic (F-350 DRW/F-450)
- Lamps – pickup box and cargo area
- Manual Locking Front Hub (4x4)
- Moldings – tailgate and box-rail
- Spare tire, wheel, & frame mounted carrier
- Tailgate – removable w/ power lock, black handle
- "Three-Blink" lane change signal
- Tie-down hooks – pickup box, four (4)
- Tow hooks – front, two (2)
- Trailer Tow Package – 7 wire harness w/relays and 7/4 pin connector

INTERIOR/COMFORT

- Convenience
 - Coat hooks – LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - Powerpoint, auxiliary
 - Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit switches & accessory delay; power tailgate lock
- Door-Trim – color-coordinated, molded w/armrest/grab handle & reflector
- Headliner – color-coordinated cloth
- Hood release

INTERIOR/COMFORT (continued)

- Horn – dual electric
- Instrument panel – color-coordinated w/ glove box, 4 air registers w/positive shut off, powerpoint
- Scuff plates – front, color-coordinated; Illuminated w/logo on Limited
- Steering – power
- Steering damper
- Windshield wipers – intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Center High-mounted Stop Lamp (CHMSL)
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
- Individual Tire Pressure Monitoring System (TPMS) – SRW/F-350 DRW only
- Safety Belts
 - Belt-Minder® front safety belt reminder – chime and flashing warning light on instrument cluster if belts not buckled
 - Color-coordinated w/height adjustment (front-outboard seating positions only)
- Securilock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)

FUNCTIONAL

- Alternator
 - 157 160 (Std. XL)
 - 190 Amp (Std. XLT and Lariat)
 - Dual Alternators 12V 250 Amp + 24V 150 Amp (Std. King Ranch®, Platinum and Limited)
- Axle
 - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (wide front track) (F-450)
 - Rear – Non-Limited-Slip (F-250/F-350)
 - Rear – 4.30 Limited-Slip (F-450)
- Battery
 - Gas engine – 750-CCA, 78-AH, single
 - Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L Power Stroke® Diesel engine)
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (Gas engine)
- Shock absorbers – heavy-duty gas
- Stabilizer bar – front
- Trailer Brake Controller

The following features are standard on select 2024MY SUPER DUTY® vehicles:

MECHANICAL	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Four-Wheel Disc Anti-Lock Brake System (ABS) – Roll Stability Control™ (RSC®)/Traction Control/Trailer Sway Control	•	•	•	•	•	•
2.5" Built Ford Tough® Trailer Hitch Receiver	•	•	•	•	•	•
3" Built Ford Tough® Trailer Hitch Receiver	•	•	•	•	•	•
F-350 DRW Crew Cab (6.7L High Output Diesel w/ 4.10 Axle) and F-450 Crew Cab	•	•	•	•	•	•
Note: To find the maximum trailer weight allowed for your vehicle, consult your authorized dealer (or the RV and Trailer Towing Guide provided by your authorized dealer)	•	•	•	•	•	•
4x4 Only	•	•	•	•	•	•
Electronic-Shift-On-the-Fly (ESOF)	•	•	•	•	•	•
Drivetrain	•	•	•	•	•	•
4x2	•	•	•	•	•	•
4x4	•	•	•	•	•	•

2024 SUPER DUTY® PICKUP
(F-250 / F-350 / F-450)
STANDARD EQUIPMENT

MECHANICAL (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Fuel Tanks						
29 Gallon (Diesel Engine) – 142" or 148" Wheelbase	•	•				
34 Gallon (Diesel Engine) – 160" or 164" Wheelbase	•	•	•	•	•	•
34 Gallon (Gas Engine) – NA 176" Wheelbase	•	•	•	•	•	•
48 Gallon (Gas Engine) – 176" Wheelbase	•	•	•	•	•	•
48 Gallon (Diesel Engine) – 176" Wheelbase	•	•	•	•	•	•
KEY EXTERIOR FEATURES						
Bumper – Front & Rear						
Black painted	•					
Chrome	•	•	•			
Accent-color				•		
Body-color					•	•
Grille						
Black MIC	•					
Bright Chrome	•	•				
Bright Chrome w/ Chrome Inserts			•			
Chrome – w/Carbou Inserts				•		
Satin Aluminum					•	
Unique Satin Finish						•
Rear Quarter Panel						
Decal – 4x4 only	•	•	•	•	•	•
Handles – Door and Tailgate						
Black	•	•				
Body-color	•		•	•		
Chrome w/body-color surround					•	
Satin Chrome w/body-color surround						•
Headlamps/Taillamps/Lamps						
Quad beam halogen jewel effect Headlamps	•	•				
Halogen Fog Lamps		•				
LED Reflector Headlamps			•	•		
LED Projector Headlamps					•	•
Halogen with LED Reverse Taillamps			•	•		
LED Taillamps	•				•	•
AutoLamp (Auto On/Off Headlamps)	•	•	•	•	•	•
Automatic High Beam	•	•	•	•	•	•
Center High-mounted Stop Lamp (LED on Lariat, King Ranch®, Platinum and Limited)	•	•	•	•	•	•
LED Fog lamps			•	•	•	•
LED Box Lighting (incl. LED Center High-Mounted Stop Lamp (CHMSL))			•	•	•	•
LED Roof Marker/Clearance Lamps (F-350 DRW/F-450)	•	•	•	•	•	•
Utility Lighting System (LED Side-mirror Spotlights) (see mirror descriptions below)			•	•	•	•
Mirrors						
BLIS® with Cross-traffic Alert and Trailer Coverage (BLIS® sensor in taillamp)			•	•	•	•
Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals	•	•				
Power-folding with Autofold, PowerScope®						
Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, Memory, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) (Black skull caps on Lariat and King Ranch®; Chrome on Platinum and Limited)			•	•	•	•
Power Equipment						
Remote Tailgate Release			•	•	•	•

(F-250 / F-350 / F-450)

STANDARD EQUIPMENT

KEY EXTERIOR FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Wheels (SRW)						
17" Argent Painted Steel w/Painted Hub Covers/Center Ornaments (F-250/F-350)	•					
18" Sparkle Silver Painted Cast Aluminum w/Bright Hub Covers/Center Ornaments (4) (F-250/F-350)		•				
18" Bright Machined and Carbonized Gray Painted Aluminum (F-250/F-350)			•			
20" Bright Machined Cast Aluminum w/ Light Caribou Painted Pockets; Light Caribou Wheel Ornament with King Ranch Logo (F-250/F-350)				•		
20" Bright Machined and Matte Black Low-Gloss Painted Aluminum; Bright hub covers/center ornaments (F-250/F-350)					•	
20" Polished and Dark Carbonized Gray High-Gloss Painted Aluminum; Gloss Black hub covers/center ornaments (F-250/F-350)						•
Wheels (DRW)						
17" Argent Painted Steel (hub covers/center ornaments not included) (F-350)	•	•				
17" Forged Polished Aluminum w/bright hub covers/center ornaments (F-350, front and rear outer; steel inner wheels)			•	•	•	•
19.5" Forged Polished Aluminum w/bright hub covers/center ornaments (F-450, front and rear outer; steel inner wheels)	•	•	•	•	•	•
Windows and Glass						
1 st Row (front-seat) – Power w/one-touch up/down	•	•	•	•	•	•
2 nd Row (rear-seat) – Power	•(2,3)	•(2,3)	•(2,3)	•(3)	•(3)	•(3)
Rear (backlight) – Fixed	•	•				
Rear (backlight) – Power-sliding w/defrost	•		•	•	•	•
Solar-tinted glass (complete)	•					
Privacy Glass (rear backlight on all cabs; 2 nd Row (rear-seat) windows on SuperCab and Crew Cab. Other glass is solar-tinted.)		•	•	•	•	•
Functional						
Four (4) pickup box tie-down plates		•	•	•	•	•
On-Board Scales & Smart Hitch				•	•	•
KEY INTERIOR/COMFORT FEATURES						
Air Conditioning						
Manual, Single Zone	•	•				
Dual-Zone Electronic Automatic Temperature Control (DEATC)			•	•	•	•

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

★ = New for this model year

• = Available

STANDARD EQUIPMENT

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Audio						
AM/FM stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab)	•	•				
B&O® Sound System by Bang & Olufsen® with HD Radio™ (8 speakers including subwoofer)			•			
B&O® Unleashed Sound System by Bang & Olufsen® with HD Radio™ (14 speakers including subwoofer)				•	•	•
SiriusXM® Radio w/ 360L Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.			•	•	•	•
SYNC® 4 – 8" LCD Capacitive Touchscreen with Swipe Capability – Wireless Phone Connection – Cloud Connected – AppLink® w/ App Catalog – 911 Assist® – Apple CarPlay® and Android Auto™ Compatibility – Digital Owner's Manual	•	•				
SYNC® 4 with Enhanced Voice Recognition – 12" LCD Capacitive Touchscreen with Swipe Capability – Information On Demand Panel – Wireless Phone Connection – Cloud Connected – AppLink w/ App Catalog – 911 Assist® – Apple CarPlay® and Android Auto™ Compatibility – Digital Owner's Manual – Conversational Voice Command Recognition – Connected Navigation¹			•	•	•	•
KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited

¹ Navigation services require SYNC®4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation.

Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.

FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

STANDARD EQUIPMENT

FordPass Connect™ (5G) – 5G Wi-Fi hotspot connects up to 10 devices ² – Remotely start, lock and unlock vehicle ³ – Schedule specific times to remotely start vehicle ³ – Locate parked vehicle ³ – Check vehicle status ³ Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet Customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect™ 5G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).							
Cupholders							
Dual, instrument panel-mounted							
Integrated w/armrest on rear-seat							
Door-Trim							
Armrest, grab handle and reflector, power window/lock switches							
Soft armrest, grab handle, power window/lock switches, molded upper appliqué, reflector (appliqué and armrest are accent-color); front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab							
Soft armrest, grab handle, power window/lock switches, upper appliqué, reflector; front map pockets on SuperCab; front and rear map pockets on Crew Cab							
Floor Covering							
Black vinyl							
Color-coordinated carpet and carpeted floor mats (includes rear mats on SuperCab & Crew Cab)							
Instrument Center							
4.2" Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications; five (5) button message control on steering wheel							
12" Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications; five (5) button message control on steering wheel							
Overhead Console – with dual storage bin and map lights							
Power Equipment							
Accessory delay							
Door-locks w/backlit switches							
Windows w/backlit switches							
Powerpoint and Power Management							
One (1) Powerpoint in front center under-seat storage							
Two (2) Powerpoints in instrument panel							
Two (2) Powerpoints in rear side of Flow-through Console							
120V/400W Outlet dash mounted							
120V/400W Outlet in rear side of Flow-through Console							
Pro Power Onboard – 2KW							
Rear Parking Sensors w/ Reverse Brake Assist							
Upfitter Switches six (6) located in overhead console							
Rear View Camera							
Display in center-stack screen							

² Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

³ FordPass Connect™ (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot

2024 SUPER DUTY® PICKUP
(F-250 / F-350 / F-450)
STANDARD EQUIPMENT

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum	Limited
Rearview Mirror						
11.5" Day/Night	•	•				
Electrochromic self-dimming			•	•	•	•
Remote Start System			•	•	•	•
Seats (Front)						
HD vinyl, 40/20/40 split bench w/center armrest and cupholder	•					
Cloth, 40/20/40 split bench, 20% center locking under-seat storage, w/center armrest, cupholder and storage; 8-way power driver seat		•				
Leather-trimmed, 40/Console/40			•			
Unique King Ranch® Kingsville Antique Affect Leather Seats, 40/Console/40				•		
Unique Platinum Leather seating surfaces, 40/Console/40 with Multicontour Seats (Driver and Passenger)					•	
Unique Limited Admiral Blue/Light Slate Two-tone Premium Luxury Leather Seats, 40/Console/40 with Max Redline and Multicontour Functionality (Driver and Passenger)						•
Manual lumbar support, driver's side	•					
8-way power driver seat (four-way power-adjustable track, two-way power recline and two-way power lumbar)		•				
8-way power driver & passenger seat (four-way power-adjustable track, two-way power recline and two-way power lumbar)			•	•	•	
Max Redline 10-way power adjustable Driver and 8-way power adjustable Passenger Seat						•
Two-way adjustable driver/passenger headrests	•	•	•			
Four-way adjustable driver/passenger headrests				•	•	•
Easy Entry Driver's Seat w/ Memory			•	•	•	•
Front center-seat-integrated restraints (SIR)	•	•				
Seats (Rear) SuperCab						
Vinyl, 60/40 fold-up bench seat	•					
Cloth, 60/40 fold-up bench seat		•				
Premium vinyl seating surfaces, 60/40 fold-up bench seat			•			
Seat (Rear) Crew Cab						
60/40 bench w/flip-up/fold-down w/two (2) outboard head restraints and a center head restraint	•	•				
60/40 bench w/flip-up seats & fold-down backrests, w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest			•	•	•	•
Vinyl	•					
Cloth		•				
Leather			•			
King Ranch® Kingsville Antique Affect Leather seating surface				•		
Platinum Leather seating surface					•	
Limited Admiral Blue/Light Slate Leather seating surface						•
Steering Wheel						
Urethane – Black w/redundant audio and SYNC® controls	•	•				
Leather-wrapped – (Lariat, color-coordinated; King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum; Limited Admiral Blue Leather)			•	•	•	•
Heated Steering Wheel	•		•	•	•	•
Cruise Control (steering wheel-mounted)	•	•	•	•	•	•
Tilt and Telescoping steering wheel/column (Manual on XL and XLT; Power with memory on Lariat, King Ranch®, Platinum and Limited)	•	•	•	•	•	•
Sun visors						
Color-coordinated cloth, driver w/pocket, passenger w/uncovered mirror	•					
Color-coordinated cloth; both driver and passenger w/covered mirrors		•				
Color-coordinated cloth; both driver and passenger w/illuminated visor vanity mirrors			•	•	•	•

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only
 ★ = New for this model year

• = Available

STANDARD EQUIPMENT

SAFETY/SECURITY	XL	XLT	Lariat	King Ranch®	Platinum	Limited
AdvanceTrac® with RSC® (Roll Stability Control™)	•	•	•	•	•	•
Autolock, Auto unlock, Rainlamp Wiper Activated Headlamps	•	•	•	•	•	•
Advanced Security Pack (Incl. SecuriLock® Passive Anti-Theft System (PATS) and Inclinatoin / Intrusion Sensors)	•	•	•	•	•	•
Driver and Passenger frontal and side airbag/curtain	•	•	•	•	•	•
Intelligent Access with Push-button Start (PEPS)	•	•	•	•	•	•
Remote Keyless-Entry	•	•	•	•	•	•
Trailer Sway Control and Hill Start Assist	•	•	•	•	•	•

2024 F-SERIES SD**Page: 1 of 1****Order No: 7777****Priority: J3 Ord****FIN: QS054 Order Type: 5B****Price Level: 430****Ord Code: 600A****Cust/Flt Name: PADUCAH CITY****PO Number:****RETAIL****F2B F250 4X4 SD R/C****425 50 STATE EMISS NC NC****142" WHEELBASE****512 SPARE TIRE/WHL2 NC NC****Z1 OXFORD WHITE COLOR****JACK****A VNYL 40/20/40 SEAT****S MED DARK SLATE INTERIOR COLOR****FUEL CHARGE****28.32****600A PREF EQUIP PKG****DEST AND DELIV 1995.00****.XL TRIM****TOTAL BASE AND OPTIONS \$49,755****572 .AIR CONDITIONER NC****TOTAL \$49,755****.AMFM/MP3/CLK RADIO****99A .6.8L DEV V8 ENG NC ENGINE****44F 10-SPD AUTOMATC NC TRANS****TD8 .LT245 BSW AS 17 TIRES****X37 3.73 REG AXLE NC****JOB #2 BUILD****10000# GVWR PKG**

2024 Model Year **Ford Warranty Guide**

(Except F-600/F-650/F-750/F-53/F-59
Over 19,500 lbs. GVWR and Electric Vehicles)



owner.ford.com



ford.ca

Basic It - Lights
Bumper to Bumper
3 yrs / or 36,000 miles
Powertrain / 50,000 miles
5 yr / 50,000 miles

February 2023
First Printing
Litho in U.S.A.



RW7119T201 AA



Ford Warranty Guide

This booklet explains the New Vehicle Limited Warranty coverages that apply to your Ford vehicle. Your satisfaction is our goal. If you are not satisfied with Ford's performance under the warranty, Ford participates in an informal warranty dispute settlement mechanism through the Better Business Bureau, which you can contact as follows: BBB AUTOLINE
1676 International Drive, Suite 550, McLean, VA 22102.

You may use the BBB Autoline without charge. An application is available from BBB (800-955-5100) or Ford (800-392-3673).

You must resort to the BBB Autoline mechanism before exercising rights or seeking remedies created by the Magnuson-Moss Warranty Act. If you choose to seek redress by pursuing rights and remedies not created by the Magnuson-Moss Warranty Act, resort to the BBB Autoline Mechanism is not required by any provision of the Magnuson-Moss Warranty Act. Your state may require that you first resort to the BBB Autoline before exercising rights or seeking remedies created by your state's laws.

Further information on the BBB Autoline can be found on page 47.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE DURATION OF THE NEW VEHICLE LIMITED WARRANTY BUMPER TO BUMPER COVERAGE. Further information on implied warranties can be found on page 5.

ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES CAUSED BY DELAY, OR LOSS OF USE MAY NOT BE RECOVERED AND ARE DISCLAIMED AND EXCLUDED UNLESS APPLICABLE LAW PROHIBITS THEIR DISCLAIMER OR EXCLUSION. Further information on the disclaimers and exclusions can be found on page 5.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle.

Your Ford or Lincoln dealership, or Ford or Lincoln Quality Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual -intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The New Vehicle Limited Warranty and the Emissions Warranties described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Territories, and it was originally registered/licensed and operated in the United States, U.S. Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The New Vehicle Limited Warranty for your 2024-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

**DISCLAIMER OF IMPLIED WARRANTIES FOR BUSINESS
AND RACING USE**

***** Ford disclaims all implied warranties if the vehicle is used for business or commercial purposes. *****

***** Ford disclaims the implied warranty of fitness for a particular purpose if your vehicle is used for racing, even if the vehicle is equipped for racing. *****

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

**APPLICABILITY OF LIMITATIONS OF IMPLIED WARRANTY TO
NEW VEHICLE LIMITED WARRANTY AND EMISSIONS
WARRANTY**

***** This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 23-45. *****

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law".

If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 47 of this booklet.

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty	
TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
BUMPER TO BUMPER	3/36,000
POWERTRAIN	5/60,000
SAFETY RESTRAINT SYSTEM	5/60,000
CORROSION (Perforation only)	5/UNLIMITED
DIESEL ENGINE	5/100,000
HYBRID/ELECTRIC UNIQUE COMPONENT	8/100,000

The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- What is Covered? (pages 9-15)
- What is Not Covered? (pages 15-20)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state.

Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and
- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 15-20. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

One or more separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a prorated adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a prorated adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage.

The tire manufacturer's tire warranty information is available through the manufacture's websites .

Tire Manufacturer	Website	Toll-Free Number
BFGoodrich	www.bfgoodrichtires.com	1-877-788-8899
Bridgestone /Firestone	www.bridgestonetire.com www.firestonetire.com	U.S.: 1-800-356-4644 Canada: 1-800-267-1318
Continental/General	www.continentaltire.com www.generaltire.com	U.S.: 1-800-847-3349 Canada: 1-855-453-1962
Goodyear/Dunlop	www.goodyear.com	U.S.: 1-800-321-2136 Canada: 1-855-453-1962
Hankook	U.S.: www.hankooktire.com/us Canada: www.hankook.com/ca-en	U.S.: 1-800-426-5665 Canada: 1-800-843-7709
Linglong	www.linglongtire.com	1-844-692-8527
Maxxis	www.maxxis.com	1-866-509-7067
Michelin	www.michellnman.com	1-866-866-6605
Nitto	www.nittotire.com	1-888-529-8200
Pirelli	U.S.: www.pirelli.com/tires/en-us/car/tire-use-guide-warranty/tirewarranty Canada: www.pirelli.com/tires/en-ca/car/tire-warranty	1-800-747-3554 (English) 1-800-363-0583 (French)
Toyo	www.toyotires.com	1-800-442-8696
Sumitomo/Falken	www.falkentire.com	1-800-723-2553

You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In

certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 19 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump; Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts (front and rear); Front-Wheel Drive: axle shafts, support bracket, front bearings, seals and gaskets, universal and constant velocity joints; Rear-Wheel Drive: axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints. Four-Wheel/All-Wheel Drive: axle shafts, support bracket, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. Airborne material/environmental fallout damage to exterior finish or trim may be reimbursable if reported to dealership within seven calendar days of the new vehicle delivery date (warranty start date).

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

(5) The electrical drivetrain system of your vehicle is covered by the Hybrid & Electric Vehicle Unique Component coverage for eight years or 100,000 miles, whichever comes first. The components in the electrical drivetrain system of your vehicle will vary, depending on whether your vehicle is a hybrid, plug-in hybrid, but you can rest assured knowing that your vehicle's electrical drivetrain system is covered by this comprehensive warranty. Depending on your vehicle, electrical drivetrain system components covered by this warranty may include, and are not limited to: high-voltage battery, high-voltage battery connector, battery energy control module (BECM), on-board charger, inverter system controller (ISC), DC/DC converter, hybrid continuously variable transmission or electric driveline motor and transmission range sensor. If an electrical drivetrain system component requires replacement under warranty, it may be replaced with a new, factory remanufactured, or factory refurbished component, at Ford's discretion. Refurbished battery components selected for your vehicle will align with your vehicle's age and mileage, and meet Ford's stringent requirements and standards. (see "Note: High-Voltage Battery Gradual Capacity Loss" below).

Note: High Voltage Battery Gradual Capacity Loss

The high voltage battery will experience gradual capacity loss with time and use, similar to all batteries, which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the high voltage battery.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 23-45.

If you own or lease a 2024-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida and New York.

(6) Certain Commercial customers with a Valid Fleet Identification Number (FIN Code) are eligible for a five year / 100,00 mile limited powertrain warranty extension on the following vehicles: F-150 (Excluding Raptor), Super Duty (F-250 through F600) pickup, chassis cabs (F53/F59), Transit, Transit Connect and E-Series. Vehicle must be reported as a sales type "fleet" at original time of sale. To become a U.S. Ford Fleet Account, for vehicles which are owned and operated in the United States, you must register for a U.S. Fleet Identification Number (FIN Code). You will also be asked to provide proof of eligibility documentation for the vehicles in your fleet. To see if you qualify, please see the eligibility restrictions at www.fleet.ford.com/get-started.

This warranty extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains.

Ford Power-Up software updates

During the warranty coverage period, Ford Motor Company warrants that:

- you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by a Ford Power-Up software update.

WHAT IS NOT COVERED?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into any component. i.e. powertrain components
- misuse of the vehicle, such as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

(Plug-In Vehicles only) - The New Vehicle Limited Warranty does not cover: damage to the 120V convenience cord caused by misuse of the cord. Always use the convenience cord in a manner that conforms to the directions found in the Owner's Manual.

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips". Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- | | |
|----------------------------------|--|
| • oil changes | • clutch linings |
| • oils, lubricants, other fluids | • wiper blades |
| • oil/air filters | • wheel alignments and tire balancing* |
| • tire rotation/inflation | • brake pad/lining* |
| • cleaning/polishing | |

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs for certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
 - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
 - non-Ford Motor Company software, or
 - obsolescence of vehicle software or hardware
 - lack of network coverage or availability
- Damage caused by:
 - abnormal use such as insertion of foreign objects, fluid spillage
 - unauthorized modification to alter functionality or capability
 - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots
 - installation of unauthorized software, peripherals and attachments
 - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
 - the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 50)
- aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.
- high-voltage battery replacement due to improper vehicle storage. Refer to the Owner's Manual for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time.

- The Lithium-ion battery (EV battery) will experience gradual capacity loss with time and use (similar to all lithium-ion batteries), which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the Lithium-ion battery.
- if the component that caused the failure is beyond coverage and damages a component with remaining coverage, the entire repair is NOT reimbursable.

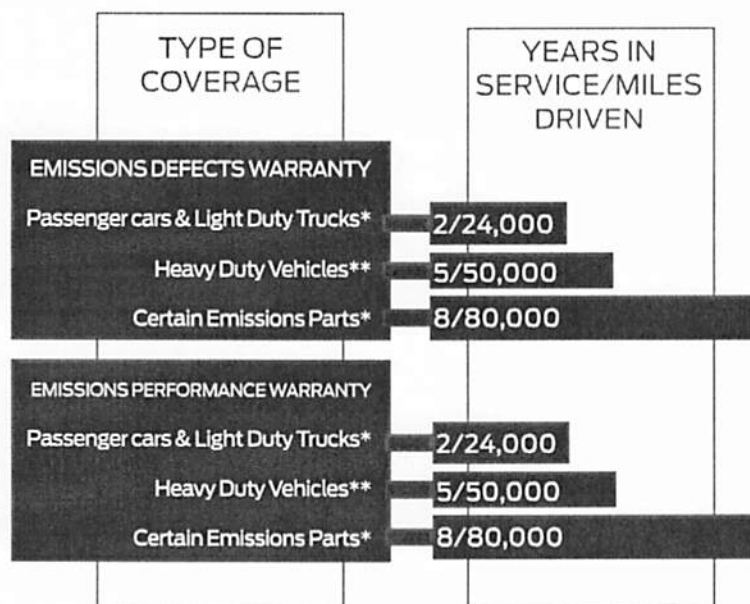
5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle



* Applies to vehicles up through 8,500 pounds gross vehicle weight rating (GVWR)

** Applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR.

Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:

- Emissions Defect Warranty (pages 24-25)
- Emissions Performance Warranty (pages 25-26)
- What is Covered? (pages 27-29)
- What is Not Covered? (page 29)

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet
- at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emission-related parts can be found in What is Covered? on pages 27-29.

The warranty coverage period for:

- The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up through 8,500 pounds GVWR) is as follows:
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the battery energy control module (BECM), and emission-related reprogramming of modules.
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (Note: Ford's 3-year, 36,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)

- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR)
 - The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty. The 5 year or 50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
 - Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label: Tire defects that affect compliance with greenhouse gas requirements are covered for 2 years or 24,000 miles, whichever comes first.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the Owner's Manual and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up through 8,500 pounds GVWR) is as follows:
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the battery energy control module (BECM), and emission-related reprogramming of modules.
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR)
 - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED?** below for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

If the parts on the following list contain an emissions-related defect, they are covered by the Defects Warranties.

- Aftertreatment Sensors
- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Anti-lock Brake System Module (Hybrid and Plug-in Hybrid vehicles only except Explorer hybrid)
- Battery Energy Control Module (BECM)
- Belt Integrated Starter Generator (Hybrid and Plug-in Hybrid vehicles only)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-in Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/ Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control valve

- Glow Plugs (diesel only)
- High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly-Engine Charger
- Inverter System Controller (Plug-in Hybrid vehicles only)
- Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only)
- Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-in Hybrid vehicles only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-in Hybrid vehicles only)
- Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only)
- PCV system and Oil Filler Cap
- Onboard Charger (Plug-in Hybrid vehicles only)
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Assembly (Plug-in Hybrid vehicles only)
- Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only)
- Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

Agenda Action Form

Paducah City Commission

Meeting Date: September 17, 2024

Short Title: Approve Funding Agreement with Paxton Park for a Greens mower in the Amount of \$50,000

Category: Municipal Order

Staff Work By: Michelle Smolen, Amie Clark

Presentation By: Michelle Smolen

Background Information: This funding agreement is with Paxton Park for a greens mower. The funding was approved with FY23 Administrative Contingency.

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: Paxton Park Maintenance Equipment

Account Number: MR0096

Staff Recommendation: Approve the Funding Agreement and Authorize Payment of \$50,000 for Greensmower

Attachments:

1. MO - agree – Paxton Park Golf Greens Mower 2024
2. Paxton Park - 2024 Purchase of Greens Mower
3. Invoice for Reimbursement on Greensmower

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A REIMBURSEMENT AGREEMENT WITH
PAXTON PARK GOLF BOARD D/B/A PAXTON PARK MUNICIPAL GOLF COURSE
FOR THE PURCHASE OF A GREENS MOWER IN THE AMOUNT OF \$50,000

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. the Mayor is hereby authorized to enter into a funding agreement with Paxton Park Municipal Golf Course to fund the purchase of a Greens Mower in the amount of \$50,000; and the Finance Director is authorized to make payment to Paxton Park Municipal Golf Course in the amount of \$50,000 for the purchase of said Greens Mower.

SECTION 2. The funding for this expenditure was approved with FY23 Administrative Contingency and shall be charged to Paxton Park Maintenance Equipment, Account number M0096.

SECTION 3. 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, September 17, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, September 17, 2024
MO\agree – Paxton Park Greens Mower - 2024

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement effective this _____ day of _____, 2024, by and between the **CITY OF PADUCAH** (“City”) and the **PAXTON PARK GOLF BOARD d/b/a PAXTON PARK MUNICIPAL GOLF COURSE** (“Paxton Park”).

WITNESSETH:

WHEREAS, Funding for the purchase of a Greens Mower by Paxton Park Golf Course was approved with the FY2023 Administrative Contingency; and

WHEREAS, Paxton Park has now purchased a Greens Mower and has provided an invoice for same.

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: The City now enters into this Agreement to reimburse Paxton Park the amount of Fifty Thousand Dollars \$50,000, which was expended for the purchase of a Greens Mower.

SECTION 2: 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.

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

CITY OF PADUCAH

GEORGE BRAY, MAYOR
City Manager

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

Daniel Mullen
Director of Golf & Operation



8420 Zionsville Road • Indianapolis, IN 46268
317-872-4793
www.kmcturf.com
www.rpmmachinery.com



Ship To: SAME AS BELOW

Invoice To: PAXTON PARK GOLF COURSE
P.O. BOX 7624
PADUCAH KY 42002-7624

Branch 80 - KMC			
Date 07/10/2024	Time 11:18:33 (O)	Page 1	
Account No. PAXTO001K	Phone No. 2704449514	Invoice No. M01498	
Ship Via		Purchase Order DANNY MULLEN	
Tax ID No. CT37-100		1051941	
SAM MONTGOMERY		Salesperson SM	

EQUIPMENT INVOICE

Description	Amount
Stock #: K021268 Serial #: 416863398	44086.08
New TR 04358	
New TORO 04358 GR3150	
04554 - LIGHT KIT - LED	
138-4976 - PULL LINK KIT (SET OF 3)	
(3) 04648 - UNIVERSAL GROOMER DRIVE	
(3) 04270 - SOFT QC GROOMING BRUSH (21 INCH)	
(3) 04802 - TWIN TIP GROOMER BLADE ASSEMBLY (21 INCH)	
 Stock #: K021580 Serial #: 415173505	 3254.80
New TR 04654	
NEW TORO 04654 DPA 11 BLADE ES CUTTING UNIT	
04257 - FULL ROLLER (ONE ROLLER)	
 Stock #: K021581 Serial #: 415173504	 2659.12
New TR 04654	
NEW TORO 04654 DPA 11 BLADE ES CUTTING UNIT	
04257 - FULL ROLLER (ONE ROLLER)	
 Stock #: K021582 Serial #: 415173503	 0.00
New TR 04654	
NEW TORO 04654 DPA 11 BLADE ES CUTTING UNIT	
04257 - FULL ROLLER (ONE ROLLER)	

Miscellaneous Charges/Credits

=====

DESTINATION CHARGE	Qty: 1 Price: 0.00	0.00
Subtotal:		50000.00
Total (TOTAL WHOLEGOODS):		50000.00

TERMS: DUE UPON RECEIPT

X

Received By



Agenda Action Form

Paducah City Commission

Meeting Date: September 17, 2024

Short Title: Authorize the Acceptance of a National Park Service Paul Bruhn Grant in the amount of \$750,000. --**H.REASONS**

Category: Municipal Order

Staff Work By: Hope
Reasons, Carol Gault
Presentation By: Hope
Reasons

Background Information: The Paul Bruhn Historic Revitalization Grant Program fosters economic development in rural communities through the rehabilitation of historic properties. The intent of the program is to provide funds to the recipient (referred to as the prime grantee) that is regranted to projects that have been selected through a locally administered competitive process. Prime grantees determine the focus and criteria for their subgrant program and develop their own application process and criteria for choosing which buildings will receive subgrants. All properties awarded subgrants through this program must be listed in the National Register of Historic places by the end of the grant period. Properties may be listed individually or identified as contributing to a listed historic district.

The Planning Department requested \$750,000 to award subgrants for the rehabilitation of historic properties in the Central Business District, Market House District, and Southside Community. Funds will also be used to provide environmental technical support to those organizations receiving subgrants. Matching funds are not required for this grant program. The application for this grant was approved with MO 2862 on 2/27/24.

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: Authorize the acceptance of the Paul Bruhn Grant and the Mayor to sign all documentation related to same.

Attachments:

1. MO - accept -Paul Bruhn Historic Revitalization Grant

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
ALL DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDS
THROUGH THE NATIONAL PARKS SERVICE PAUL BRUHN
HISTORIC REVITALIZATION GRANT PROGRAM IN THE AMOUNT
OF \$750,000 FOR SUBGRANTS FOR THE REHABILITATION OF
HISTORIC PROPERTIES IN THE CENTRAL BUSINESS DISTRICT,
MARKET HOUSE DISTRICT AND SOUTHSIDE COMMUNITY.**

WHEREAS, on February 27, 2024, the Board of Commissioners approved Municipal Order No. 2862, which authorized the submission of application for a National Park Service Paul Bruhn Grant in the amount of \$750,000, which has now been awarded to the City of Paducah; and

WHEREAS, the City has been notified of a total award of \$750,000, which requires no local match.

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 \$750,000 through the National Park Service Paul Bruhn Historic Revitalization Grant Program, for subgrants for the rehabilitation of historic properties in the Central Business District, Market House District and Southside Community.

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.

SECTION 4. 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

Agenda Action Form

Paducah City Commission

Meeting Date: September 17, 2024

Short Title: Authorize reimbursement to the Industrial Development Authority not to exceed \$958,404 for site preparation at the Triple Rail Site in West Paducah. **D. JORDAN**

Category: Municipal Order

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

Background Information: *Authorize the Mayor to execute any and all documents necessary to appropriate funds, not to exceed \$958,404.00, to the Paducah-McCracken County Industrial Development Authority (IDA) for site preparation including clearing, grubbing, earthwork, and engineering inspections at the Triple Rail Site in West Paducah. The City's not to exceed amount represents 25% of the balance of the projected cost of the project, \$4,698,616, after the IDA's contribution of \$865,000. The McCracken County Fiscal Court is allocating the other 75% of the balance. Payment will be made in the form of reimbursement of expended amounts after an invoice is submitted to the City.*

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 Fund Balance

Account Number:

Staff Recommendation: Authorize the Mayor to execute any and all documents necessary to appropriate funds and authorize the Finance Director to make reimbursement for invoices submitted to the City.

Attachments:

1. MO - IDA reimbursement – Triple Rail Site

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING REIMBURSEMENT TO THE PADUCAH-MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED \$958,404, AND AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS RELATED TO SAME.

WHEREAS, the Paducah-McCracken County Industrial Development Authority (IDA) has requested that the City of Paducah and the McCracken County Fiscal Court assist in payment of expenses for site preparation including clearing, grubbing, earthwork, and engineering inspections at the Triple Rail Site in West Paducah. The City's not to exceed amount represents 25% of the balance of the projected cost of the project, \$4,698,616, after the IDA's contribution of \$865,000. The McCracken County Fiscal Court is allocating the other 75% of the balance.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. the Mayor is hereby authorized to execute any documents necessary to appropriate funds, not to exceed \$958,404, to the Paducah-McCracken County Industrial Development Authority (IDA) for site preparation including clearing, grubbing, earthwork, and engineering inspections at the Triple Rail Site in West Paducah.

SECTION 2. The Finance Director is hereby authorized to make payment to the Paducah-McCracken County Industrial Development Authority (IDA) not to exceed \$958,404, to reimburse said IDA for any amounts expended for site preparation including clearing, grubbing, earthwork, and engineering inspections at the Triple Rail Site in West Paducah. Reimbursement shall be made upon submission of invoices from the IDA.

SECTION 3. This expenditure shall be charged to the Investment Fund Fund Balance.

SECTION 4. 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, September 17, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, September 17, 2024

MO/IDA reimbursement – Triple Rail Site

Agenda Action Form

Paducah City Commission

Meeting Date: September 17, 2024

Short Title: Employment Agreement with Carol Gault to be the Director of Planning of the City. **D. JORDAN**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: Authorize the Mayor to sign an Employment Agreement with Carol Gault to move her from Interim Planning Director to full-time Planning Director for the City.

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 Employment Agreement with Carol Gault for full-time Planning Director.

Attachments:

1. MO - agree-employment – Carol Gault – Planning Director
2. Signed Director of Planning - Employment Agreement Gault

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND CAROL GAULT FOR EMPLOYMENT AS PLANNING DIRECTOR, 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 Carol Gault to be employed in the position of Planning Director.

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, September 17, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, September 17, 2024
\\mo\agree-employment – Carol Gault – Planning Director

**AGREEMENT TO EMPLOY CAROL GAULT
AS DIRECTOR OF PLANNING**

This Agreement made and entered into this 17th day of September 2024, by and between **the CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation, hereinafter called "City", and Carol Gault, hereinafter called "Director of Planning", both of whom understand as follow:

WITNESSETH:

WHEREAS, the Board of Commissioners of the City of Paducah desires to employ Carol Gault as Director of Planning; and

WHEREAS, the Board of Commissioners desires to (1) secure and retain the services of Carol Gault as Director of Planning and to provide inducement for her to remain in such employment, (2) to make possible full work productivity and independence by assuring her morale and peace of mind with respect to future security, and (3) to provide a just means for terminating her service at such time that the Board of Commissioners may desire to no longer employ her as Director of Planning; and

WHEREAS, Carol Gault desires to accept employment as Director of Planning of the City of Paducah;

NOW THEREFORE, the parties agree as follows:

1. APPOINTMENT

The Board of Commissioners appointed Carol Gault as Director of Planning of the City of Paducah on September 19, 2024.

2. DUTIES

Director of Planning shall serve under the direction of the City Manager. She will perform the duties of Director of Planning as prescribed by the laws of the Commonwealth of Kentucky, the Charter and Ordinances of the City of Paducah, and will perform additional tasks and functions as directed by the City Manager.

3. TERM

Director of Planning serves at the pleasure of the Board of Commissioners. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of the Director of Planning at any time, subject only to State Law and the "Termination of Appointment" section of this Agreement.

4. BEGINNING DATE

Director of Planning will begin her duties on September 19, 2024. The beginning date of the effect of this contract will be September 17, 2024.

5. PLANNING DIRECTOR COMMITMENTS

While serving as Director of Planning, Carol Gault agrees to remain in the exclusive employ of the City, except that she may engage in occasional teaching, writing or speaking on her own time.

Carol Gault recognizes that it is important for City Department Directors to be actively involved in the community and encourages residence in the City to help demonstrate a commitment to the community.

6. INDEMNIFICATION

Whenever the Director of Planning shall be sued for damages arising out of the performance of her duties, the City shall provide defense counsel for the Director of Planning in such suit and indemnify her from any judgment rendered against her, provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as Director of Planning, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

7. HOURS OF WORK

The minimum workweek for the Director of Planning shall be 40 hours plus any additional time reasonably required to discharge the responsibilities of the office. Since the Director of Planning must devote a great deal of time outside of normal office hours to City business, she is allowed to take compensatory time off during normal office hours.

8. SALARY

City agrees to pay Director of Planning an annual base salary of ONE HUNDRED AND EIGHT THOUSAND DOLLARS (\$108,000).

9. COMPENSATION ADJUSTMENT

The Director of Planning will be eligible for any cost of living (COLA) increase on July 1st, 2025, as approved by Board of Commissioners. The City Manager will review the Director of Planning compensation beginning six-months from her date of hire, and then review annually thereafter. After successful completion of her first six-months, she is eligible for a two and one-half percent increase (2.5%) in salary. Thereafter, in considering compensation increases the City Manager will weigh the Director of Planning performance, the compensation

of Director of Planning serving comparable jurisdictions in Kentucky and neighboring states, increases granted to other employees, and the resources of the City according to the Compensation Policy.

10. VEHICLE ALLOWANCE

The Director of Planning will be paid a vehicle allowance of FIVE HUNDRED DOLLARS per month (\$500/month).

11. RETIREMENT

The Director of Planning will participate in Kentucky's defined benefit retirement program as provided by the City for the benefit of its employees.

12. LEAVE

The Director of Planning shall accrue sick leave and vacation leave at the same rate as other general employees with the same number of years of service as she has, with the exception that ten days paid vacation will be available immediately. Leave accrual limits that apply to other administrative employees will apply to the Director of Planning.

13. PROFESSIONAL DEVELOPMENT

The City will pay the Director of Planning professional association subscriptions; memberships and participation costs, including attendance at an annual professional association conference; and within budgetary limits will support her continued professional development.

14. INSURANCE AND OTHER BENEFITS

The Director of Planning will participate in the City's health insurance and other benefits on the same terms as provided for other administrative employees. The Director of Planning will receive a cell phone stipend in accordance with the General Administration Cell Phone Policy (GA-35 Rev 2.)

15. TERMINATION OF APPOINTMENT

Non-voluntary termination of the Director of Planning must be conducted in accord with KRS 95.450 or similar legislation in effect at the time of termination.

If the Board of Commissioners decides to terminate the Director of Planning or requests her resignation, the Board of Commissioners will either give the Director of Planning three months' notice before the termination takes effect, or will offer to pay a severance payment to the Director of Planning. Such severance payment shall be a lump sum cash payment equal to three months of salary as defined in Paragraph 8 above.

If the Director of Planning elects to accept the aforesaid severance payment, she will sign a severance agreement, which generally releases the City of any and all claims that the Director of Planning may have as a result of her employment and/or termination.

If the Director of Planning is terminated by the Board of Commissioners, health insurance benefits shall continue in full force and coverage, at City expense, for a period of three months or until similar coverage is provided to the Director of Planning by a subsequent employer and is in full force and effect, whichever comes first. Such continuation of group health insurance coverage shall be in addition to any protection afforded the Director of Planning by the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under these severance provisions expires.

In the event the Director of Planning is terminated for "just cause", then the City's only obligation to the Director of Planning is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined as: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) dishonesty; (4) recurrent insobriety; (5) violation of duties to the City by any other act(s) of a similar nature which bring discredit to the City.

Should the Director of Planning be permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Board of Commissioners shall have the right to terminate this Agreement subject to the severance provisions of this section.

16. GENERAL PROVISIONS

The text herein shall constitute the entire Agreement between the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Director of Planning.

This Agreement shall become effective upon adoption and approval of the Board of Commissioners of the City of Paducah.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Agreement to be executed on its behalf by the City's Mayor, and Carol Gault executed this Agreement as Director of Planning this _____ day of September, 2024.

George Bray, Mayor
City of Paducah, Kentucky



Carol Gault

ATTEST:

Claudia Meeks, City Clerk

Agenda Action Form

Paducah City Commission

Meeting Date: September 17, 2024

Short Title: City of Paducah Proposed Tax Rates - FY2025 - **J. PERKINS**

Category: Ordinance

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

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

The City's General Fund real estate tax levy is proposed to be **\$.264** per \$100 assessed value (AV). The proposed FY2025 rate is 60% of what the rate was in FY1995, when the City started a conscious effort to lower real estate tax rates. The proposed FY2025 rate is less than the rate in place in January of 2021 of \$.267 per \$100 AV.

The City's General Fund personal tax levy is proposed to be **\$.356** per \$100 AV. The proposed FY2025 rate is nearly 30% less than the FY1995 rate. The proposed FY2025 rate is less than the rate in place in January of 2021 or \$.39 per \$100 AV.

The City of Paducah eliminated inventory taxes many years ago in order to encourage inventory-rich business growth in Paducah. The City's inventory rate was phased out over a four-year period, 1998 through 2002, and fully eliminated in FY2003. The inventory tax would have netted revenue nearly \$977,000 in FY2025, if it were in place today.

Staff proposes the City's tax levy be set at 26.4 cents per \$100 AV. The FY2025 compensating rate is 25.4 cents per \$100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 26.4 cents.

From FY2001 to FY2025, the City of Paducah has *lowered* its real estate tax levy by 3.6 cents, while others increased their tax levy during the same time period.

The property tax levy ordinance will be introduced on August 27, 2024 with the second and final reading on September 17, 2024. Since the City's proposed tax levy is more than the 'compensating rate' of 25.4 cents per \$100 AV, a public hearing is required; a public hearing is scheduled for August 27, 2024.

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: Recommend that the Mayor and Commission adopt the proposed 2024-2025 (FY2025) real estate and personal ad valorem tax levies as proposed.

Attachments:

1. ORD - Tax Rate FY2025. without School tax
2. How to Figure Your Tax Bill Graphic
3. Real Estate Tax Levy - history from 1995 PIO website version
4. Personal Tax Levy - history from 1995, PIO website version
5. Inventory Tax Levy - history from 1995, PIO website version

ORDINANCE NO. 2024-09-_____

AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2024 THROUGH JUNE 30, 2025, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2024, through June 30, 2025, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty six and 4/10 cents (\$.264) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2024, through June 30, 2025, upon all taxable personal property, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty-five and 6/10 cents (\$0.356) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. There is hereby further levied an ad valorem tax of thirty nine and 0/10 cents (\$0.390) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2024, through June 30, 2025, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 4. All taxes levied by Sections 1, 2 and 3 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2024, through June 30, 2025.

SECTION 5. There is hereby further levied an ad valorem tax of one and 4/10 cents (\$0.014) on each one hundred dollars (\$100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2024, through June 30, 2025, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of one and 3/10 cents (\$0.013) on each one hundred dollars (\$100.00) of assessed valuation of all personal property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2024, through June 30, 2025, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. There is hereby further levied an ad valorem tax of three and 1/10 cents (\$0.031) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2024, through June 30, 2025, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 8. The taxes levied under this ordinance are summarized as follows:

<u>PURPOSE</u>	<u>RATE PER \$100</u>
GENERAL FUND OF THE CITY	
Real Property	\$0.264
Personal Property (except inventory)	\$0.356
Motor Vehicles and watercraft	\$0.390

PADUCAH JUNIOR COLLEGE

Real Estate	\$0.014
Personal Property (except inventory)	\$0.013
Motor Vehicles and watercraft	\$0.031

SECTION 9. Property taxes levied herein shall be due and payable in the following manner:

- (1) In the case of tax bills which reflect an amount due of less than Two Thousand Dollars (\$2,000.00), the payment shall be due on November 1, 2024, and shall be payable without penalty and interest until November 30, 2024.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2024, and shall be payable without penalty and interest until November 30, 2024.
 - (b) The second half payment shall be due on February 1, 2025, and shall be payable without penalty and interest until February 28, 2025.

SECTION 10. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 11. 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 by the Board of Commissioners August 27, 2024

Adopted by the Board of Commissioners September 17, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, September 17, 2024

Published by The Paducah Sun, September __, 2024

How To Figure Your Tax Bill

Net Assessed Value

\$ 100,000

Divide by

\$ 100

Result

1000

Times Rate *

\$ 0.874

Tax

\$ 874.00

* - Example shown is the 2024/2025 Paducah Independent School District Rate.

City of Paducah, KY
Real Estate Property Tax - Levy History from 1995

FISCAL YEAR	GENERAL FUND (1)	AEPF PENSION TRUST (2)	CITY TOTAL	PADUCAH JUNIOR COLLEGE (3)	PADUCAH PUBLIC LIBRARY (3)	PADUCAH IND SCHOOLS (3)	GRAND TOTALS
1995	0.438	0.013	0.451	0.032	0.046	0.562	1.091
1996	0.436	0.013	0.449	0.032	0.045	0.600	1.126
1997	0.327		0.327	0.032	0.043	0.594	0.996
1998	0.327		0.327	0.032	0.043	0.585	0.987
1999	0.318		0.318	0.030	0.041	0.598	0.987
2000	0.300		0.300	0.029	0.040	0.590	0.959
2001	0.300		0.300	0.022		0.597	0.919
2002	0.300		0.300	0.022		0.600	0.922
2003	0.300		0.300	0.022		0.598	0.920
2004	0.300		0.300	0.021		0.617	0.938
2005	0.300		0.300	0.021		0.618	0.939
2006	0.300		0.300	0.020		0.631	0.951
2007	0.275		0.275	0.019		0.628	0.922
2008	0.250		0.250	0.018		0.672	0.940
2009	0.250		0.250	0.018		0.672	0.940
2010	0.250		0.250	0.018		0.678	0.946
2011	0.250		0.250	0.018		0.711	0.979
2012	0.250		0.250	0.018		0.747	1.015
2013	0.250		0.250	0.017		0.747	1.014
2014	0.255		0.255	0.017		0.767	1.039
2015	0.255		0.255	0.017		0.771	1.043
2016	0.255		0.255	0.017		0.800	1.072
2017	0.255		0.255	0.017		0.799	1.071
2018	0.255		0.255	0.016		0.797	1.068
2019	0.261		0.261	0.016		0.840	1.117
2020	0.267		0.267	0.016		0.864	1.147
2021	0.267		0.267	0.016		0.864	1.147
2022	0.271		0.271	0.016		0.864	1.151
2023	0.265		0.265	0.015		0.846	1.126
2024	0.256		0.256	0.014		0.846	1.116
2025	0.264		0.264	0.014		0.874	1.152

NOTES:

- (1) General Fund Operation of the City.
- (2) Appointive Employee Pension Fund (AEPF); discontinued in FY1997.
- (3) Non-City tax levies.

City of Paducah, KY
Personal Property Tax - Levy History From FY1995 *

<u>FISCAL</u> <u>YEAR</u>	<u>GENERAL</u> <u>FUND (1)</u>	<u>AEPF</u> <u>PENSION</u> <u>TRUST (2)</u>	<u>CITY</u> <u>TOTAL</u>	<u>PADUCAH</u> <u>JUNIOR</u> <u>COLLEGE (3)</u>	<u>PADUCAH</u> <u>PUBLIC</u> <u>LIBRARY (3)</u>	<u>PADUCAH</u> <u>IND</u> <u>SCHOOLS (3)</u>	<u>GRAND</u> <u>TOTALS</u>
1995	0.490	0.015	0.505	0.034	0.050	0.595	1.184
1996	0.390		0.390	0.034	0.050	0.600	1.074
1997	0.390		0.390	0.034	0.050	0.604	1.078
1998	0.390		0.390	0.034	0.050	0.607	1.081
1999	0.390		0.390	0.034	0.050	0.598	1.072
2000	0.390		0.390	0.034	0.050	0.590	1.064
2001	0.390		0.390	0.022		0.597	1.009
2002	0.390		0.390	0.022		0.603	1.015
2003	0.390		0.390	0.022		0.605	1.017
2004	0.390		0.390	0.021		0.617	1.028
2005	0.390		0.390	0.021		0.619	1.030
2006	0.390		0.390	0.020		0.631	1.041
2007	0.390		0.390	0.019		0.635	1.044
2008	0.390		0.390	0.018		0.695	1.103
2009	0.390		0.390	0.018		0.678	1.086
2010	0.390		0.390	0.018		0.678	1.086
2011	0.390		0.390	0.018		0.711	1.119
2012	0.390		0.390	0.018		0.747	1.155
2013	0.390		0.390	0.017		0.747	1.154
2014	0.390		0.390	0.017		0.767	1.174
2015	0.390		0.390	0.017		0.771	1.178
2016	0.390		0.390	0.017		0.800	1.207
2017	0.390		0.390	0.017		0.799	1.206
2018	0.390		0.390	0.016		0.797	1.203
2019	0.390		0.390	0.016		0.840	1.246
2020	0.390		0.390	0.016		0.864	1.270
2021	0.390		0.390	0.016		0.864	1.270
2022	0.390		0.390	0.016		0.864	1.270
2023	0.390		0.390	0.015		0.864	1.269
2024	0.373		0.373	0.014		0.864	1.251
2025	0.356		0.356	0.013		0.874	1.243

NOTES:

- (1) General Fund Operation of the City.
- (2) Appointive Employee Pension Fund (AEPF); discontinued levy in FY1996.
- (3) Non-City tax levies, Library became a County Library in FY2001.
- * - Primarily includes furniture, fixtures and equipment as reported by the PVA.

City of Paducah, KY
Inventory Property Tax - Levy History From FY1995 *

<u>FISCAL</u> <u>YEAR</u>	<u>GENERAL</u> <u>FUND (1)</u>	<u>AEPF</u> <u>PENSION</u> <u>TRUST (2)</u>	<u>CITY</u> <u>TOTAL</u>	<u>PADUCAH</u> <u>JUNIOR</u> <u>COLLEGE (3)</u>	<u>PADUCAH</u> <u>PUBLIC</u> <u>LIBRARY (3)</u>	<u>PADUCAH</u> <u>IND</u> <u>SCHOOLS (3)</u>	<u>GRAND</u> <u>TOTALS</u>
1995	0.490	0.015	0.505	0.034	0.050	0.595	1.184
1996	0.390		0.390	0.034	0.050	0.600	1.074
1997	0.390		0.390	0.034	0.050	0.604	1.078
1998	0.390		0.390	0.034	0.050	0.607	1.081
1999	0.280		0.280	0.024	0.050	0.598	0.952
2000	0.210		0.210	0.018	0.050	0.590	0.868
2001	0.140		0.140	0.012		0.597	0.749
2002	0.070		0.070	0.006		0.603	0.679
2003						0.605	0.605
2004						0.617	0.617
2005						0.619	0.619
2006						0.631	0.631
2007						0.635	0.635
2008						0.695	0.695
2009						0.678	0.678
2010						0.678	0.678
2011						0.711	0.711
2012						0.747	0.747
2013						0.747	0.747
2014						0.767	0.767
2015						0.771	0.771
2016						0.800	0.800
2017						0.799	0.799
2018						0.797	0.797
2019						0.840	0.840
2020						0.864	0.864
2021						0.864	0.864
2022						0.864	0.864
2023						0.864	0.864
2024						0.864	0.864
2025						0.874	0.874

NOTES:

- 1) General Fund Operation of the City; discontinued levy in FY2003.
- 2) Appointive Employee Pension Fund (AEPF); discontinued levy in FY1996.
- 3) Non-City tax levies, Library became a County Library in FY2001.

* Includes inventory, mfg. goods, and finished & in transit goods, as reported by the PVA. Inventory tax levy separated out in FY1999.

Agenda Action Form

Paducah City Commission

Meeting Date: September 17, 2024

Short Title: Paducah Independent School District Tax Rates to be collected by City of Paducah - **J. PERKINS**

Category: Ordinance

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

Background Information: For many years, the City of Paducah Kentucky has collected real estate and personal property taxes for the Paducah Independent School District. KRS 160.460 authorizes designated cities, like Paducah, to collect taxes assessed by independent school districts. Pursuant to this authority, the Board of Commissioners has traditionally annually authorized the Director of Finance to collect taxes assessed by the Paducah Independent School District.

The Paducah Independent School District Board of Education has indicated in the Paducah Sun newspaper public notice that they propose a real estate tax levy to be **\$.874** per \$100 assessed value (AV) for Fiscal Year 2025 (2024-2025).

The Paducah Independent School District Board of Education has indicated in the Paducah Sun newspaper public notice that they propose a personal tax levy to be **\$.874** per \$100 AV for Fiscal Year 2025 (2024-2025).

The property tax collection ordinance will be introduced on August 27, 2024 with the second and final reading on September 17, 2024.

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: Staff recommends that the Mayor and Commission adopt the proposed 2024-2025 (FY2025) collection of Paducah Independent School District real estate and personal ad valorem tax levies as proposed.

Attachments:

1. ORD - Authorization of COLLECTION of AD VALOREM TAXES for BOE FY2025

ORDINANCE NO. 2024-09 - _____

AN ORDINANCE AUTHORIZING THE CITY OF PADUCAH TO COLLECT TAXES FOR THE PADUCAH INDEPENDENT SCHOOL DISTRICT FOR THE PERIOD FROM JULY 1, 2024 THROUGH JUNE 30, 2025.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. KRS 160.460 authorizes designated cities, such as the City of Paducah, to collect taxes assessed by independent school districts. Pursuant to this authority, the Board of Commissioners hereby authorizes the Director of Finance to collect taxes assessed by the Paducah Independent School District.

SECTION 2. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period of July 1, 2024 through June 30, 2025, an ad valorem tax of eighty-seven and 4/10 cents (\$0.874) on each one hundred dollars (\$100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 3. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all personal property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period of July 1, 2024 through June 30, 2025, an ad valorem tax of eighty-seven and 4/10 cents (\$0.874) on each one hundred dollars (\$100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 4. The City of Paducah shall collect the following taxes for the Board of Education:

PADUCAH INDEPENDENT SCHOOL DISTRICT

Real Estate \$0.874

Personal Property (including inventory) \$0.874

SECTION 5. Taxes authorized to be collected herein shall be due and payable as set forth in Ordinance No. 2024-09- .

SECTION 6. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 7. 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 by the Board of Commissioners August 27, 2024

Adopted by the Board of Commissioners September 17, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, September 17, 2024

Published by The Paducah Sun, September __, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: September 17, 2024

Short Title: Acceptance of Permanent Utility Easement from Owner of Property located at 723 Cruse Avenue
- **M. TOWNSEND**

Category: Ordinance

Staff Work By: Melanie
Townsend
Presentation By: Melanie
Townsend

Background Information: A stormwater line was discovered after an alley between 695 and 723 Cruse Avenue was closed. The property owner, TC-3 LLC, offers a permanent utility easement to allow the city to access the stormwater line for future repairs, replacements, or removal.

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 adopt an Ordinance authorizing the acceptance of a Permanent Utility Deed on behalf of the City of Paducah from TC-3 LLC.

Attachments:

1. ORD - Permanent Utility Easement - 723 Cruse Avenue
2. TC 3 LLC utility easement_DB 1506 PG 741
3. TC 3 LLC - stormwater easement plat

ORDINANCE NO. 2024-_____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN
EASEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND TC-3
LLC, OWNER OF PROPERTY LOCATED AT 723 CRUSE AVENUE

WHEREAS, By Ordinance No. 2022-10-8750 dated October 11, 2022, the City of Paducah closed a 20' Wide, 192' Long Alley West Of Cruse Avenue Between North 32nd Street And Marianne Drive; and

WHEREAS, after this closure, a stormwater line was discovered between 695 and 723 Cruse Avenue;

NOW, THEREFORE, The property owner, TC-3, LLC, offers a permanent utility easement to allow the City to use access to the stormwater line for future repairs, replacements or removal.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to accept a Permanent Utility Easement between TC-3 LLC and the City of Paducah, as attached hereto and made part hereof as Exhibit "A", for and in consideration of One Dollar and no/100 (\$1.00) for an area located on the west side of Cruse Avenue and south of Marianne Drive, and being more particularly described as follows:

STORM WATER EASEMENT - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of Cruse Avenue and south of Marianne Drive, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap stamped "**BFW KJW #3445**" (found), being 25.0 ft. west from the centerline of Cruse Avenue and approximately 646.5 ft. south of the centerline of Marianne Drive, said point also being the northeast corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence with the west right-of-way of Cruse Avenue, 51°54'04"W a distance of 110.46 ft. to a point, said point being the TRUE POINT OF BEGINNING for said storm water easement;

Thence leaving the above said right-of-way and along the new easement line, N87°06'49"W a distance of 140.96 ft. to a point; Thence, 55°11'03"W a distance of 34.99 ft. to a point;

Thence, N84°48'57"W a distance of 40.06 ft. to a point; Thence, N1°54'04"E a distance of 33.36 ft. to a point;

Thence, N87°06'49"W a distance of 9.31 ft. to a point, said point being in the east right-of-way of a 16' alley; Thence along the east right-of-way of above said alley, 52°08'54"W a distance of 1.84 ft. to a point;

Thence continuing along the east right-of-way of above said alley, 51°10'21"W a distance of 20.01 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found);

Thence continuing along the east right-of-way of above said alley, 51°54'04"W a distance of 26.17 ft. to a point,

Thence leaving the above said alley right-of-way and along the new easement line, S84°48'57"E a distance of 63.28 ft. to a point;

Thence, N5°11'03"E a distance of 35.58 ft. to a point;

Thence, S87°06'49"W a distance of 126.81 ft. to a point, said point being in the west right-of-way of Cruse Avenue; Thence along the west right-of-way of Cruse Avenue, N1°54'04"E a distance of 15.00 ft. to the TRUE POINT OF **BEGINNING**.

The above described Tract contains 3,684.4 square feet (0.085 acres).

The above described Tract is over and across the TC-3, LLC property (recorded in Deed Book 1343, Page 356 and Deed Book 1463, Page 169

SECTION 2. 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 by the Board of Commissioners, September 17, 2024

Adopted by the Board of Commissioners, _____

Recorded by Claudia S. Meeks, Assistant City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\\Permanent Utility Easement – 723 Cruse Avenue

EXHIBIT “A”

741

This document prepared by:



Lisa H. Emmons
Denton Law Firm, PLLC
P. O. Box 969
Paducah, KY 42002-0969

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT dated the 23 day of August, 2024, by and between TC-3 LLC, a Kentucky limited liability company, of 2201 Broadway, office, Paducah, KY 42001, hereinafter referred to as Grantor, and THE CITY OF PADUCAH, KENTUCKY, 300 South 5th Street, P.O. Box 2267, Paducah, Kentucky 42002-2267, hereinafter referred to as Grantee.

WITNESSETH:

For consideration paid to Grantor in the sum of One dollar (\$1.00), the receipt of which is hereby acknowledged by Grantor, said Grantor hereby grants, sells and conveys to Grantee a permanent and perpetual utility easement for the right presently or hereafter to lay, maintain, repair, replace, or remove a storm water line and to temporarily or permanently place upon or beneath or affixed to the herein described real property of the Grantor any other apparatuses, equipment, devices, or appurtenances of any nature whatsoever which are necessary to the construction, operation, maintenance, repair, replacement or removal of the above referenced storm water line. Said perpetual and permanent easement is located within McCracken County, Kentucky and is better defined as follows:

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Cruse Avenue and south of Marianne Drive, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap stamped "BFW KJW #3445" (found), being 25.0 ft. west from the centerline of Cruse Avenue and approximately 646.5 ft. south of the centerline of Marianne Drive, said point also being the northeast corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence with the west right-of-way of Cruse Avenue, 51°54'04"W a distance of 110.46 ft. to a point, said point being the TRUE POINT OF BEGINNING for said storm water easement;

Thence leaving the above said right-of-way and along the new easement line, N87°06'49"W a distance of 140.96 ft. to a point; Thence, 55°11'03"W a distance of 34.99 ft. to a point; Thence, N84°48'57"W a distance of 40.06 ft. to a point; Thence, N1°54'04"E a distance of 33.36 ft. to a point;

Thence, N87°06'49"W a distance of 9.31 ft. to a point, said point being in the east right-of-way of a 16' alley;

Thence along the east right-of-way of above said alley, 52°08'54"W a distance of 1.84 ft. to a point;

Thence continuing along the east right-of-way of above said alley, 51°10'21"W a distance of 20.01 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found);

Thence continuing along the east right-of-way of above said alley, 51°54'04"W a distance of 26.17 ft. to a point,

Thence leaving the above said alley right-of-way and along the new easement line, S84°48'57"E a distance of 63.28 ft. to a point;

Thence, N5°11'03"E a distance of 35.58 ft. to a point;

Thence, S87°06'49"W a distance of 126.81 ft. to a point, said point being in the west right-of-way of Cruse Avenue;

Thence along the west right-of-way of Cruse Avenue, N1°54'04"E a distance of 15.00 ft. to the TRUE POINT OF BEGINNING.

The above described Tract contains 3,684.4 square feet (0.085 acres). See Easement Exhibit attached hereto.

Being part of the same property conveyed to TC-3, LLC, a Kentucky limited liability company, by deed dated May 8, 2017, of record in Deed Book 1343, Page 356; deed dated July 22, 2022, of record in Deed Book 1463, page 169, and deed dated November 4, 2022, of record in Deed Book 1470, Page 569, all in the McCracken County Clerk's office.

The Grantee is granted the additional rights, privileges and uses in connection with the above stated purposes as follows:

1. Grantor shall not erect or install any permanent improvements upon the land described in this easement.
2. The rights of ingress and egress over, along, under and across areas of the real property of Grantor as may be necessary or useful for the construction, maintenance, repairs or replacement of the above-referenced storm water line and related appurtenances. Grantee will utilize existing drives, field roads etc. to access the storm water line and related appurtenances from public right-of-way in a manner that minimizes disturbance to Grantor's real property.
3. The right to temporarily deposit excavated earth, rock, materials and equipment associated with the construction, maintenance, repairs or replacement of the above-referenced storm water line and related appurtenances.

In the event that the initial construction or subsequent use, maintenance, repair, or replacement work by Grantee and/or its subcontractors disturbs or damages Grantor's property, Grantee shall be responsible to restore

Grantor's property to a similar condition which existed prior to the disturbance by Grantee and/or its subcontractors. Restoration shall be performed by Grantee and/or its subcontractors in a reasonable manner and the extent and completion thereof will be mutually acceptable to both Grantor and Grantee. Grantee shall not be responsible for restoration resulting from disturbances or damages by others.

To have and to hold the aforesaid utility easement together with its rights, privileges and uses unto Grantee with covenant of general warranty.

WITNESSES the hands of the Grantor as of the day and date above written.

TC-3 LLC, a Kentucky limited liability company


JIM J. CHAPMAN, MEMBER

STATE OF (KENTUCKY)
COUNTY OF (McCRACKEN)

The foregoing instrument is acknowledged before me this 23rd day of August, 2024, by Jim J. Chapman, Member, of TC-3 LLC, a Kentucky limited liability company, on behalf of said limited liability company, Grantor.

Sarah M. Peeler KYNP15339
Notary Public, State at Large Notary ID #

My Commission expires: 09/18/2024

Sarah M. Peeler, Notary Public
State At Large, Kentucky
My Commission Expires: 09/18/2024
Notary ID: KYNP15339

DOCUMENT NO: 699986
RECORDED: August 23, 2024 10:07:00 AM
TOTAL FEES: \$50.00
COUNTY CLERK: JAMIE HUSKEY
DEPUTY CLERK: CARA WALKER
COUNTY: MCCRACKEN COUNTY
BOOK: D1506 PAGES: 741 - 743

ROWLETT ADDITION TO
THE CITY OF PADUCAH

ROBERT & DARONDA TYLER
DEED BOOK 1061, PAGE 279
PLAT BOOK A, PAGE 252
(LOT NO. 10, 11, AND 12)

±646.5' TO
CENTERLINE
OF MARIANNE
DRIVE

16' ALLEY

TC-3 LLC
DEED BOOK 1343, PAGE 356
TRACT VII, TRACT II
PLAT BOOK A, PAGE 252
(LOT NO. 9)

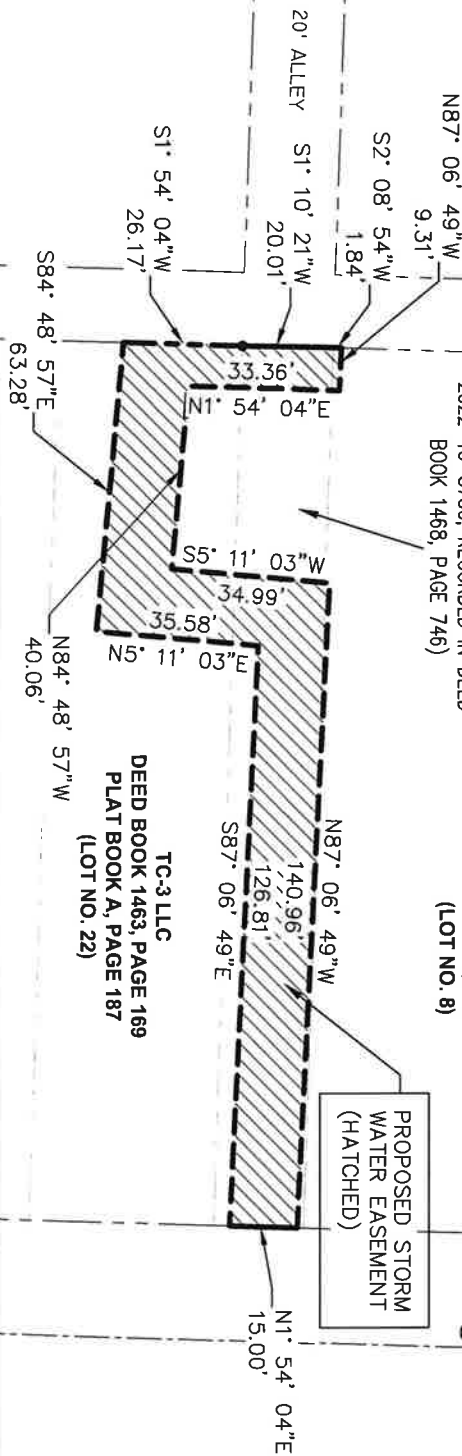
#723

TC-3 LLC
DEED BOOK 1470, PAGE 596
(ALLEY CLOSED PER ORDINANCE NO.
2022-10-8750, RECORDED IN DEED
BOOK 1468, PAGE 746)

TC-3 LLC
DEED BOOK 1343, PAGE 356
TRACT VII, TRACT I
PLAT BOOK A, PAGE 252
(LOT NO. 8)

CRUSE AVENUE
(50' R/W)

PROPOSED STORM
WATER EASEMENT
(HATCHED)



BASED ON KENTUCKY STATE
PLANE COORDINATE SYSTEM
(SINGLE ZONE)



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

500 SOUTH 17th STREET
PADUCAH, KY 42003
PHONE: 270-443-1992
988 DOUGLASS BRIDGE RD.
PADUCAH, KY 42003
PHONE: 270-443-1992

403 N. COURT STREET
MARIANNE, IL 62958
PHONE: 618-971-7190
907 ARBOR RD., SUITE 2
MARIANNE, KY 42071
PHONE: 270-530-4283

COPYRIGHT © 2017, BACON FARMER WORKMAN ENGINEERING & TESTING, INC.

PROJECT NO.
22357

DATE
3/21/24

DRAWN BY
KNM

SCALE
1" = 40'

SHEET

EASEMENT EXHIBIT

STORM WATER EASEMENT
PROPERTY OF TC-3 LLC
CRUSE AVENUE
PADUCAH, KENTUCKY

Agenda Action Form

Paducah City Commission

Meeting Date: September 17, 2024

Short Title: Amend Zoning Map - Rezoning of 200 Fountain Avenue - **J SOMMER**

Category: Ordinance

Staff Work By: Carol
Gault, Josh Sommer
Presentation By: Josh
Sommer

Background Information: After being considered twice by the Paducah Planning Commission, the Planning Commission is forwarding a favorable recommendation to rezone this parcel from R-1 Low Density Residential Zone to Neighborhood Services Zone. When the Planning Commission makes a recommendation, said recommendation would normally take effect 21 days thereafter. However, staff received a request from an adjacent property owner for the Board of Commissioners to finally decide the rezoning request pursuant to KRS 100.2111 (4) (a).

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

If yes, please list the Commission Priority: [Commission Priorities List](#) No.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD - 126-Amend zoning map
2. ZON2024-0002 Staff Report 200 Fountain Avenue BOC
3. Signed Resolution
4. Request to refer to BOC
5. Submission to BOC & Response to Appeal ICO ZON2024-0002_Myers 240628

ORDINANCE 2024-____ - _____

AN ORDINANCE AMENDING ZONING MAP SEC. 126-31(b)

WHEREAS, the City of Paducah’s Zoning Map is incorporated into City Code via Sec. 126-31(b); and

WHEREAS, on June 3, 2024, the Paducah Planning Commission recommended approval of a proposed amendment to the Paducah Zoning Map so as to change the zoning for property located at 200 Fountain Avenue from R-1 (Low Density Residential Zone) to NSZ (Neighborhood Services Zone); and

WHEREAS, on June 12, 2024, a request for a hearing before the Board of Commissioners, in accordance with KRS 100.2111 was sent to the Paducah Planning Department by a property owner at 220 Fountain Avenue; and

WHEREAS, pursuant to KRS 100.2111(6) and KRS 100.211(2)(i) and (8), “unless a majority of the entire legislative body votes to override the planning commission’s recommendation” within ninety (90) days, “such recommendation shall be come final and effective”; and

WHEREAS, the City Commissioners did not hold a special called meeting to vote on the rezoning of 200 Fountain Avenue and otherwise did not vote on the matter at a regularly scheduled Commission meeting with ninety (90) days from the June 12, 2024 written request; and

WHEREAS, the Planning Commission’s recommendation to rezone 200 Fountain Avenue to NSZ took effect by operation of law at the expiration of ninety (90) days; and

WHEREAS, the Paducah Zoning Map must be amended in accordance with the rezoning of 200 Fountain Avenue; and

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

SECTION A. The Paducah Zoning Map incorporated by Section 126-31(b) shall be amended to reflect that 200 Fountain Avenue is rezoned from R-1 (Low Density Residential Zone) to NSZ (Neighborhood Services Zone).

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

SECTION C. 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 D. 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 E. 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, September 17, 2024

Adopted by the Board of Commissioners, _____

Recorded by Claudia S. Meeks, Assistant City Clerk, _____

Published by The Paducah Sun, _____

4865-2465-1235

APPLICATION INFORMATION

ADDRESS	200 Fountain Avenue
CASE NO.	ZON2024-0002
OWNER	Nathan Myers
AGENT	--
REQUEST	Proposed rezoning from R-1 Low Density Residential to Neighborhood Services Zone
MEETING DATE	September 17, 2024

GENERAL SITE INFORMATION

CURRENT ZONING	R-1 Low Density Residential Zone
CURRENT LAND USE	Single-family home
COMPREHENSIVE PLAN	Neighborhood Conservation

SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	NSZ	Single-family
SOUTH	R-1	Commercial/ multi-family
EAST	R-1	Single-family
WEST	NSZ/ R-1	Single-family

SITE HISTORY

The house is 1,019 square feet. It was permitted in May of 1987.

On May 6, 2024; a public hearing was held before the Paducah Planning Commission on the proposed rezoning of the above-referenced lot from R-1 Low Density Residential Zone to NSZ Neighborhood Services Zone. The purpose of which was to hear and decide the zoning map amendment and also a conditional use request for a short-term rental therewith, in accordance with KRS 100.202 (5). This KRS allows the Planning Commission to assume the powers of a Board of Adjustment to hear and decide petitions for conditional uses and variances in conjunction with a rezoning request.

The Planning Commission considered three elements at the public hearing. The staff report to the Paducah Planning Commission which recommended approval of both the rezoning request and conditional use,

written opposition from Mr. Bill Coscarelli and testimony given by Mr. Nathan Myers (Petitioner), Mr. Coscarelli, Mr. & Mrs. Buri, Mr. Dick and Ms. Thompson. The public hearing can be accessed here:

<https://www.youtube.com/watch?v=5L9yHXb436U>

The motion the Planning Commission voted on was:

I move that this Commission adopt a resolution approving the Neighborhood Services Zone classification for property located at 200 Fountain Avenue.

I further move that the approval be based on the following findings of fact:

- 1. The rezoning complies with the City of Paducah Comprehensive Plan.*
- 2. The Comprehensive Plan speaks at length about the abolishment of nonconforming uses, stating specifically that nonconformity should be viewed as undesirable.*
- 3. The rezoning of this lot would remove the nonconforming status of the lot in the R-1 Zone to a conforming status in the Neighborhood Services Zone.*
- 4. The site is in the Jefferson Street-Fountain Avenue Historic District.*
- 5. The site is on a prominent corner leading into the greater Fountain Avenue Neighborhood. Additional protections would be placed on the home and the neighborhood at large, by way of exterior approvals being reviewed by the Historic Architecture Review Commission.*
- 6. An apartment building and commercial building are located to the south of the site, which minimizes an entirely residential character as the R-1 Zone would suggest.*
- 7. The Neighborhood Services Zone is located adjacent to this site, therefore spot zoning would be negated.*

I further move that this Commission approve the conditional use request of Nathan Myers for a short-term rental to be located in the Neighborhood Services Zone at 200 Fountain Avenue.

I further move that the approval be based on the following findings of fact:

- 1. The site has convenient ingress and egress to Broadway which is a minor arterial.*
- 2. The site has convenient ingress and egress to Martin Luther King Jr. Drive/ Park Avenue, both of which are major arterials.*
- 3. The site is not within a residential subdivision.*
- 4. The site is on the edge of the Neighborhood Services Zone.*
- 5. An apartment building and commercial building are located to the south of the site, which minimizes an entirely residential character.*
- 6. The number of guests will be limited to no more than four at a time.*
- 7. The site is centrally located within the City of Paducah, giving guests easy access to shopping, dining and entertainment in both the downtown area and at the Regional Trade Center.*
- 8. The site is within the Jefferson Street-Fountain Avenue Historic District.*
- 9. Other City of Paducah historic districts are nearby, affording guests a unique cultural experience.*
- 10. The driveway contains sufficient parking for up to three vehicles tandem-style.*

The above motion failed to pass with a 4-2 vote with Chairman Wade and Vice-Chair Morrison voting “Aye” and Commissioners Carman, Griffin, Kaler and Rhodes voting “Nay”. After this motion failed, no motion was then made to forward a definitive recommendation of approval or denial to the Board of Commissioners pursuant to KRS 100.2111 (3). Included therewith, no Findings of Fact was adopted pursuant to Section 126-176 (e) (4) of the Paducah Zoning Ordinance.

The rezoning petition was then placed on the Planning Commission agenda for June 3, 2024. The purpose of this agenda item was to make a definitive recommendation of approval or denial to the Board of Commissioners and make Findings of Fact to support the recommendation. No public hearing was conducted at this meeting, as the Planning Commission had to make a recommendation and corresponding Findings of Fact based on the existing record; which was the staff report, Mr. Coscarelli's written opposition and the testimony of the speakers. In concise terms, the Planning Commission made a decision based on information received at the public hearing on May 6th and therefore, the definitive recommendation and Findings of Fact were to be based on the same information presented during the May meeting.

The following motion was then introduced to be voted upon:

I move that this Commission make a recommendation to the Board of Commissioners that the requested zoning change to Neighborhood Services Zone classification for property located at 200 Fountain Avenue be denied. I further move that this Commission adopt the following Findings of Fact supporting the recommendation of denial:

- 1. The proposed map amendment does not agree with the Comprehensive Plan because it would lessen affordable housing in the City.*

The above motion failed to pass with a 3-2 vote with Commissioners Carman and Rhodes voting "Aye" and Chairman Wade, Vice-Chair Morrison and Commissioner Griffin voting "Nay". Therefore, at this point, a recommendation still had not been made to the Board of Commissioners.

The next motion made was identical to the motion made at the May 6th meeting. The motion passed with a 3-2 vote with Chairman Wade, Vice-Chair Morrison and Commissioner Griffin voting "Aye" and Commissioners Carman and Rhodes voting "Nay". Please see the Resolution recommending approval included in your packets.

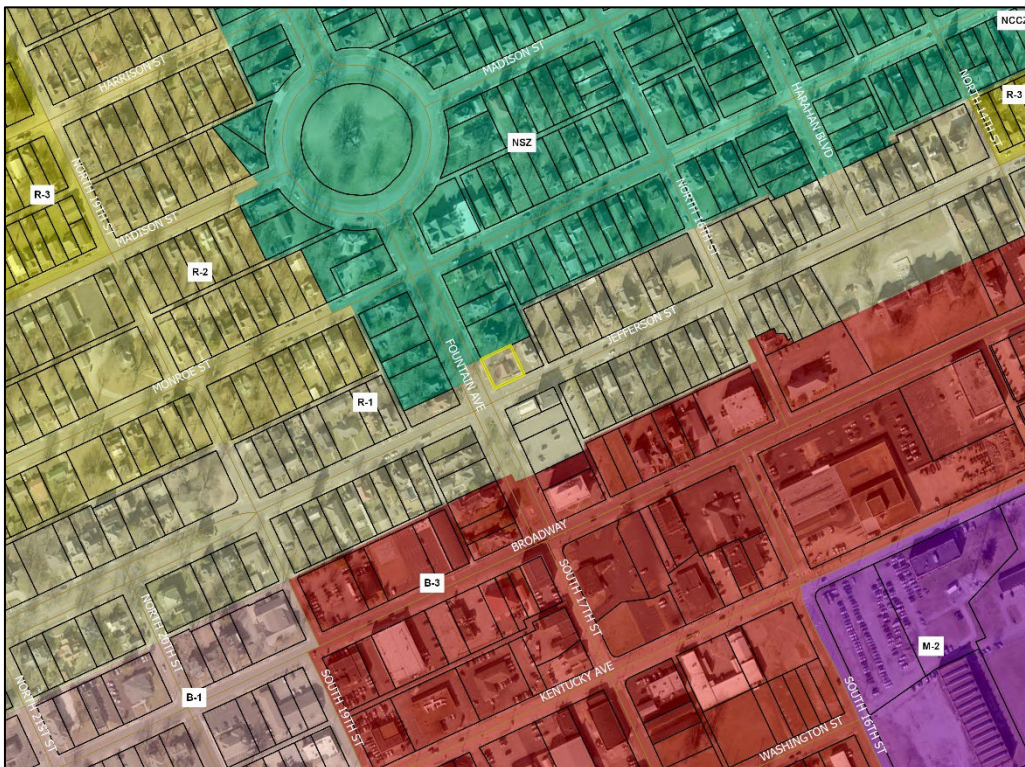
The Planning Commission meeting can be viewed here:

<https://www.youtube.com/watch?v=IO0vLcktKdk>

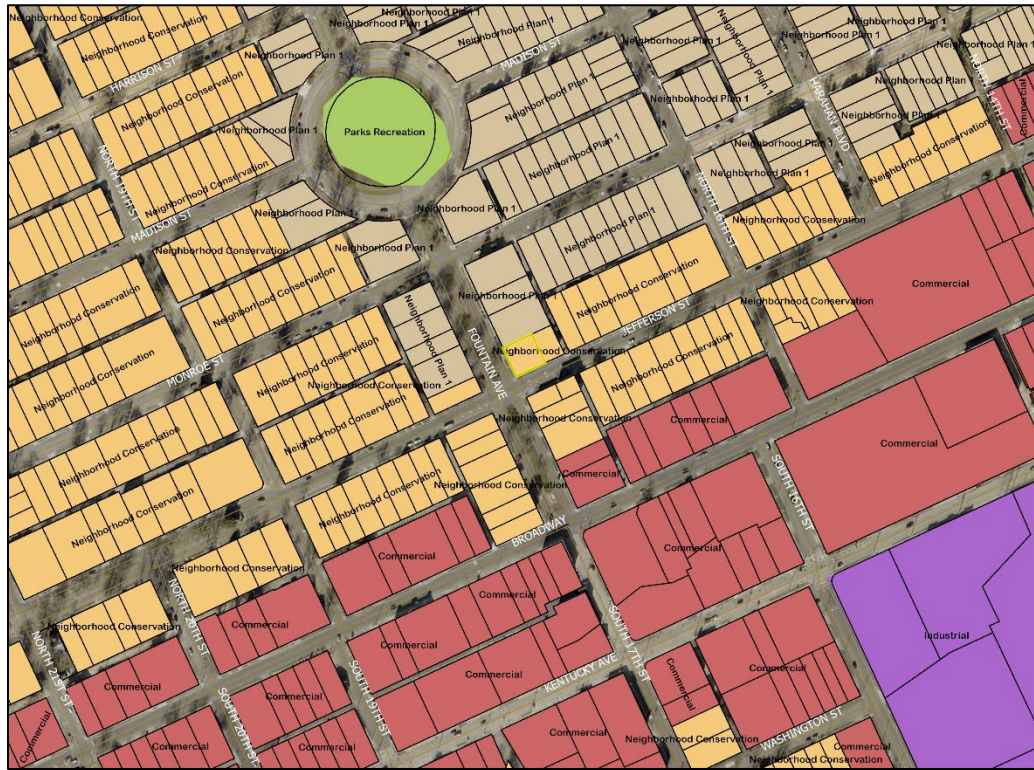
Mr. Coscarelli then submitted a written request for the Board of Commissioners to decide the map amendment on June 17. This request was made in accordance with KRS 100.2111 (4) (a). Therefore, the Board of Commissioners will now ultimately decide the proposed rezoning from R-1 Low Density Residential Zone to NSZ Neighborhood Services Zone.



Location 1:5000



Zone 1:2000



Future Land Use Map 1:2000



Total area proposed to be rezoned

The current lot is 89' X 90' or a total of 8,010 square feet. Therefore, this lot is non-conforming with respect to being in the R-1 Zone. The prescribed smallest lot size is 12,000 square feet in the R-1 Zone for a single-family structure. The prescribed smallest lot size is 8,000 square feet in the NSZ for a single-family structure.

Nonconformities are addressed at length in the City of Paducah Comprehensive Plan as follows:

“Nonconformity should be viewed as undesirable. The only exception is when the desire to have the use be discontinued because of it’s nuisance potential. First, nonconforming status is a burden on the landowner who may have difficulty getting loans to improve a nonconforming structure. Second, there are the costs and frustration of seeking relief. Third, it is a burden on staff and zoning boards to deal with requests for many variances that result when the conditions are common, as in a whole block. When areas are nonconforming, there is a tendency to grant variations even though they do not meet the statutory or legal standards for granting variations. There is no protection of the public health, safety and welfare or any other benefit in having significant nonconforming areas.

In the developed area, the protection of neighborhoods means that zoning regulations must closely match what is on the ground and few uses should be nonconforming. Except where land values are so high and the neighborhood so desirable that the marketplace is forcing redevelopment, the fact is that nonconforming uses will remain so for many years. Only the most noxious uses should be nonconforming. The test should be whether the use is such a nuisance or so negative to the community that it needs to be eliminated.

Residential areas should not be zoned so they are nonconforming. It is clear that areas that are nonconforming are less likely to seek reinvestment than areas that are conforming. These older areas need every encouragement to reinvest in the homes and neighborhood. Areas that have a significant number of nonconforming lots include older portions of the City that were established before the adoption of zoning in the City of Paducah.”

Bringing this structure into the Neighborhood Services Zone would afford additional protections to this home. The exterior changes in this zone are approved and administered by the Historic Architectural Review Commission (HARC). Because this home is on a prominent corner and on a major thoroughfare into the Fountain Avenue Neighborhood, additional protections afforded to this home, and by extension it’s neighbors, would help to further the goals and objectives of establishing the historic district.

When the Neighborhood Services Zone was enacted in April of 2007, this lot should have been included in the NSZ due to it’s nonconforming status. Therefore, under KRS 100.213 (a), the existing zoning classification is inappropriate and the proposed zoning classification is appropriate. The rezoning from R-1 Low Density Residential Zone to Neighborhood Services Zone would be in compliance with the Comprehensive Plan.

Further the Comprehensive Plan states:

- “Continued investment in the cultural, historic, and educational assets is, likewise, important”. Page 1-18;
- “Objective B: Sustain and enhance existing community character.” Page 5-13 & Page 8-6
- “Renewed respect for historic fabric and the community character inherent in early commercial and residential built environment, as evidenced by the ongoing revitalization of downtown Paducah and the Lowertown neighborhood, the levee wall mural program, and other

improvements. From an economic development standpoint, reinforcing character works as a means to:

- generate economic activity through tourism;
- increase its attractiveness for place-based investment decisions, and;
- comport with the theories first advanced by Richard Florida, a Carnegie Mellon professor, whose popular book, *The Rise of the Creative Class*, postulates that quality of life – as defined by young, creative entrepreneurs, rather than middle class families – represents a more efficient growth engine for a vibrant economy than traditional economic development measures. The logic holds that creative workers who launch innovative fast-growing companies seek communities providing cultural offerings, recreational amenities, architectural character, and other interesting people as evidenced by the rise of places like Austin and Seattle during the boom years of the 1990's". Page 1-19

The recommendation from the Paducah Planning Commission is for approval of the zone change from R-1 Low Density Residential Zone to NSZ Neighborhood Services Zone. Pursuant to KRS 100.2111 (5), it shall take a majority of the entire Board of Commissioners to override the recommendation of the Planning Commission.

EXCERPTS FROM THE PADUCAH ZONING ORDINANCE

Sec. 126-102. Low Density Residential Zone, R-1.

The purpose of this zone is to provide for residential development of an open nature.

(1) *Principal permitted uses.*

- a. Single-family dwellings;
- b. Two-family dwellings;
- c. Park, playground or community center owned and operated by a governmental agency;
- d. Special event short-term rentals.

(2) *Single-family dwellings.*

- a. Minimum ground floor area. No building shall be erected for residential purposes having a ground floor area of less than one thousand, two hundred (1,200) square feet, exclusive of porches, breezeways, terraces, garages and exterior and secondary stairways.
- b. Minimum yard requirements.
 - 1. Front yard: Forty (40) feet.
 - 2. Side yard: Eight (8) feet.
 - 3. Rear yard: Twenty-five (25) feet.
 - 4. Lots abutting two (2) streets shall comply with the front yard setback provisions along the street upon which the building on the corner lot fronts. A fifteen (15)-foot reduction in the front yard provisions is allowed on the side yard facing the secondary street, provided such reduction does not result in a side yard of less than twenty-five (25) feet.
- c. Minimum area requirements.

1. Minimum lot area: Twelve thousand (12,000) square feet.
2. Minimum lot width: Seventy-five (75) feet.
- d. Maximum building height: Thirty-five (35) feet.
- e. Parking shall be per section 126-71. Additionally, there shall be no more than four (4) vehicles parked in any front yard. And:
 1. All parking shall be minimally semi-improved to a dense grade aggregate surface.
 2. All trailers, campers, motor homes and boats shall not be allowed in any front yard. Such trailers and vehicles which do not exceed dimensions of eight (8) feet by twenty-four (24) feet may be stored in the rear or side yard of any lot. Such trailers and vehicles which do exceed dimensions of eight (8) feet by twenty-four (24) feet may be stored in the rear or side yard of any lot; provided side yard requirements are maintained and the trailer or vehicles are not used as a dwelling.
 3. Commercial vehicles, equipment and trucks with axle weights greater than one (1) ton, and/or heights greater than eight (8) feet, and/or lengths greater than thirty (30) feet shall not be parked in the R-1 Zone. Commercial passenger cars and light duty trucks otherwise complying from the requirements of this section are exempt from this requirement.

(3) *Two-family dwellings.*

- a. Minimum yard requirements.
 1. Front yard: Forty (40) feet.
 2. Side yard: Eight (8) feet.
 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 1. Minimum lot area: Seven thousand (7,000) square feet per unit.
 2. Minimum lot width: Seventy-five (75) feet (per structure).
- c. Maximum building height: Thirty-five (35) feet.
- d. Parking shall be per subsection (2) (e) of this section.

(4) *Conditionally permitted uses.*

- a. Multi-family dwellings;
- b. Daycare nurseries;
- c. Home occupations;
- d. Places of worship.

(5) *Multi-family dwellings.*

- a. Minimum yard requirements.

1. Front yard: Forty (40) feet.
2. Side yard: Eight (8) feet.
3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 1. Minimum lot area: Five thousand (5,000) square feet per unit; four (4) or more units, four thousand (4,000) square feet per unit.
 2. Minimum lot width: Seventy-five (75) feet.
- c. Maximum building height. None.

(6) *Daycare nurseries.*

- a. Minimum lot area: One hundred (100) square feet per child.
- b. Minimum yard requirements: The requirements of the zone apply to the project where located.
- c. A four (4) foot wire mesh fence, or other appropriate fence as may be required by the Board of Adjustment, shall enclose the entire play area.

Sec. 126-120. Neighborhood Services Zone, NSZ

The purpose of this zone is to provide for primarily residential uses and encourage such development by right, according to standards that will ensure harmony with the existing historic residential environment. Limited commercial uses may be introduced provided compliance with a conditional use permit upholding the historic fabric of the neighborhood.

1. *Principal permitted uses.*

- a. Single-family dwellings.
 1. Minimum lot area: Eight thousand (8,000) square feet
 2. Minimum lot width: Fifty (50) feet.
- b. Two-family dwellings.
 1. Minimum lot area: Four thousand (4,000) square feet per unit.
 2. Minimum lot width: Fifty (50) feet (per structure).
- c. Park, playground or community center owned and operated by a governmental agency.
- d. Special event short-term rentals.

2. *Conditionally permitted uses.* The following shall require written approval from the Historical and Architectural Review Commission:

- a. Multi-family dwellings.
 1. Minimum lot area: Three thousand (3,000) square feet per unit.
 2. Minimum lot width: Sixty (60) feet.

- b. Home occupations.
 - c. Professional offices.
 - d. Daycares.
 - e. Beauty shops and barbershops.
 - f. Places of worship.
 - g. Short-term rentals.
 - h. The following uses, provided they are conducted wholly within a building except for off-street loading and unloading:
 - 1. Retail establishments (product processing is allowed only if the products are sold at retail on the premises);
 - 2. Personal and convenience service establishments;
 - 3. Restaurant (excluding drive-thru);
 - 4. Any other use not listed which, in the HARC's opinion, would be compatible with the above uses.
3. *Minimum yard requirements.*
- a. Front yard: Twenty-five (25) feet.
 - b. Side yard: Six (6) feet.
 - c. Rear yard: Twenty-five (25) feet.
4. *Minimum area requirements for non-residential structures:*
- a. Minimum lot area: Eight thousand (8,000) square feet.
 - b. Minimum lot width: Fifty (50) feet.
5. *Maximum building height.* Thirty-six (36) feet, however, additional feet may be allowed with design approval from the HARC based on the scale of adjacent structures.
6. *Additional regulations:*
- a. Off-street loading areas may not face any public right-of-way.
 - b. No loading or unloading shall be allowed between 9:00 p.m. and 7:00 a.m.
 - c. The Historical and Architectural Review Commission (HARC) shall have sole jurisdiction as a special board of adjustment over the NSZ pursuant to KRS 82.026 and 100.217.
7. *Plan approval required for new construction and for changes in exterior appearance.* In order to maintain the existing character of the neighborhood; plans for architectural design, site layout or changes in style of architectural elements must be approved by the Historical and Architectural Review Commission (HARC). The HARC may require changes to the plan as deemed necessary or desirable to ensure proper design standards, to minimize traffic difficulties, to safeguard adjacent properties and to preserve the intent of the NSZ.
- a. Certificate of Zoning Compliance required.

1. No person shall, without first applying for and obtaining a special conditional use permit, to be known as a Certificate of Zoning Compliance, make any changes in exterior appearance to any exterior portion of any structures in the NSZ. A Certificate of Zoning Compliance must be issued by the Planning Department before a building permit can be obtained.
 2. Infill/new construction and additions to existing structures. All new construction and additions to existing structures must first be issued a Certificate of Zoning Compliance before any construction begins.
 3. Existing structures.
 - i. Changes to the design or style of any exterior feature on an existing structure requires a Certificate of Zoning Compliance.
 - ii. Administrative approvals. In the following instances, Certificates of Zoning Compliance can be issued by the Zoning Administrator.
 - A. In instances where the design or style of any exterior feature is replicated and replaced with a new material, the Zoning Administrator has the authority to administratively approve the application for a Certificate of Zoning Compliance. The proposed materials must comply with the approved building materials list found in the design guidelines.
 - B. New accessory structures that use the same building materials and an appropriately sized and style of windows and doors that complement the existing primary structure can be administratively approved. Features considered include structure orientation, openings, roof pitch, siding and color scheme.
 - C. Cutting or removal of trees that are more than one (1) foot in diameter measured at one (1) foot off of the ground require a Certificate of Zoning Compliance. Removal of trees can be approved administratively.
 - D. Changing the color of a surface that has already been painted can be approved administratively.
 - E. Fences that are determined to comply with the advisory design guidelines can be approved administratively.
 - F. Any proposed demolition of a principal structure requires a Certificate of Zoning Compliance prior to obtaining a demolition permit. Demolitions outside of the Demolition Control Zone can be approved administratively.
- b. Applications for a Certificate of Zoning Compliance.
1. Applications for a Certificate of Zoning Compliance are submitted to the Planning Department.
 2. A public hearing is required on all applications except for administrative approvals as outlined in this section.
 3. Grounds for granting a Certificate of Zoning Compliance. The HARC must make written findings of fact as follows:

- i. The proposed exterior changes comply with the intent of the Neighborhood Services Zone.
- ii. The proposed exterior changes are in harmony with the adopted design guidelines.
- iii. The HARC shall adopt design guidelines for the NSZ to act as a guide for board decisions on plan approvals and changes to the exterior appearance of existing structures. The document shall be made available to the public to aid in the design approval process.
- iv. Maintenance and safety standards.
 - A. All buildings within this zone shall be maintained to meet the requirements of the building code and property maintenance codes of the City.
 - B. Nothing in this section shall be construed to prevent the City Building Officials from enforcing all State statutes and provisions of this code and any other ordinances of the City pertaining to the public safety.
- v. Appeals. Any person aggrieved by any action of the Zoning Administrator may appeal their decision to the HARC pursuant to KRS 100.257. Any person aggrieved by any action of the HARC may appeal the decision to the Circuit Court in the manner prescribed for appeals from actions of boards of adjustment.

PRINCIPALLY PERMITTED USES

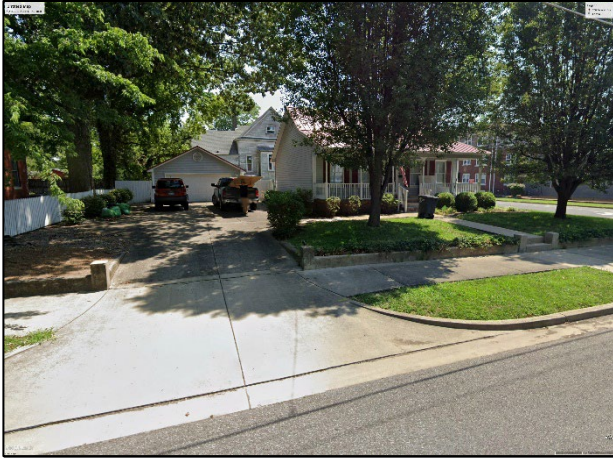
Please note that the Principal Permitted Uses contained in Section 126-102 (1) of the R-1 Low Density Residential Zone and Section 126-120 (1) of the Neighborhood Services Zone are exactly the same. The primary difference between the land uses of the zones is that the NSZ also has conditional uses, including short-term rentals, that can be approved by the Historic Architecture Review Commission (HARC). The HARC is a Board of Adjustment that hears and decides conditional uses and variances in the City's historic zones. The HARC also oversees major exterior changes to structures and property. This is the primary way that the City of Paducah maintains and enhances three of our historic districts. The HARC has no purview over the any portion of the R-1 Zone.

CONDITIONAL USE REQUEST FOR THE SHORT-TERM RENTAL

Depending on the outcome of the decision of the Board of Commissioners, the future of the short-term rental approved by the Planning Commission at the June 3rd meeting, will be determined.

If the Board of Commissioners agrees with the recommendation of the Planning Commission to rezone the property from R-1 to NSZ, the zoning change will be effectuated via ordinance. Once the Ordinance is published after two readings, the short-term rental can begin operations.

If the Board of Commissioners disagrees with the recommendation of the Planning Commission and does not approve the rezoning of the property, then only a special event short-term rental may be conducted. A special event short-term rental is a unit that can be rented out twice a year for no longer than seven days.



Looking east into the site



Looking north into the site

RECOMMENDED MOTION

Based on the above, the Paducah Planning Commission has recommended approval of the rezoning request from R-1 Low Density Residential Zone to NSZ Neighborhood Services Zone to the Board of Commissioners.

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO NSZ (NEIGHBORHOOD SERVICES ZONE) FOR PROPERTY LOCATED AT 200 FOUNTAIN AVENUE.

WHEREAS, a public hearing was held on May 6, 2024 by the Paducah 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, the Planning Commission did not forward a recommendation for either approval or denial to the Board of Commissioners on May 6th, and

WHEREAS, the Planning Commission reviewed the record submitted at the May 6th meeting, consisting of given testimony, the staff report and a submitted opposition in order to make a recommendation; and

WHEREAS, at the June 3rd meeting, the Planning Commission voted affirmatively to send a positive recommendation to the Board of Commissioners; and

WHEREAS, the existing zoning, R-1 (Low Density Residential Zone) is inappropriate and NSZ (Neighborhood Services Zone) is appropriate.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend approval to the Board of Commissioners the proposed amendment of the Paducah Zoning Map so as to change the zoning for the aforementioned area from R-1 (Low Density Residential Zone) to NSZ (Neighborhood Services Zone).

SECTION 2. Additional terms of approval agreed upon by the Commission and Developer are as follows:

1. None at this time.

SECTION 3. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 4. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.


Bob Wade, Chairman

Adopted by the Paducah Planning Commission on June 3, 2024

Request for Board of Commissioners to Decide Zoning Map Amendment

Address of property requested for zone change: 200 Fountain Avenue, Paducah, KY	
Acreage involved: 90 x 89	
Zone change requested: NSZ	
Applicant: Nathan Myers	
Date of PPC public hearing: 5/6--voted 4-2 to deny the change request; 6/3--voted 3-2 to accept	
PPC Recommendation: Date: 6/3	APPROVE ☒ DENY ☒

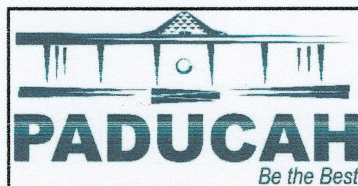
NOTICE FOR BOARD OF COMMISSIONERS TO DECIDE ZONING MAP AMENDMENT (Must be filed within 21 days of PPC recommendation)

NOTICE FILED BY:

Please indicate by checking the appropriate box for a request to have the Board of Commissioners decide rezoning petition	Board of Commissioners	☐
	Aggrieved Person	☒
		☐
		☐
Name (please print): William & Teri Coscarelli, Terri & Jack Buri		
Address: 220 Fountain		
Phone Number: 270-564-0488		
Email Address: coscarel@siu.edu		
Signature: <i>William & Teri Coscarelli, Terri Buri, Jack L. Buri</i>		
Date Notice filed: June 17, 2024		

Submittal of this notice serves as written request in accordance with KRS 100.2111 to the City of Paducah Planning Commission (PPC) that the final decision on the above-referenced map amendment is to be made by the Board of Commissioners. If no written request is made by the Board of Commissioners or any aggrieved person within 21 days after the final action of the PPC, then the recommendation made by the PPC shall become final and if recommended for approval by the PPC, the map amendment shall be automatically implemented subject to the provisions of KRS 100.347

RECEIVED IN PPC OFFICE ON:



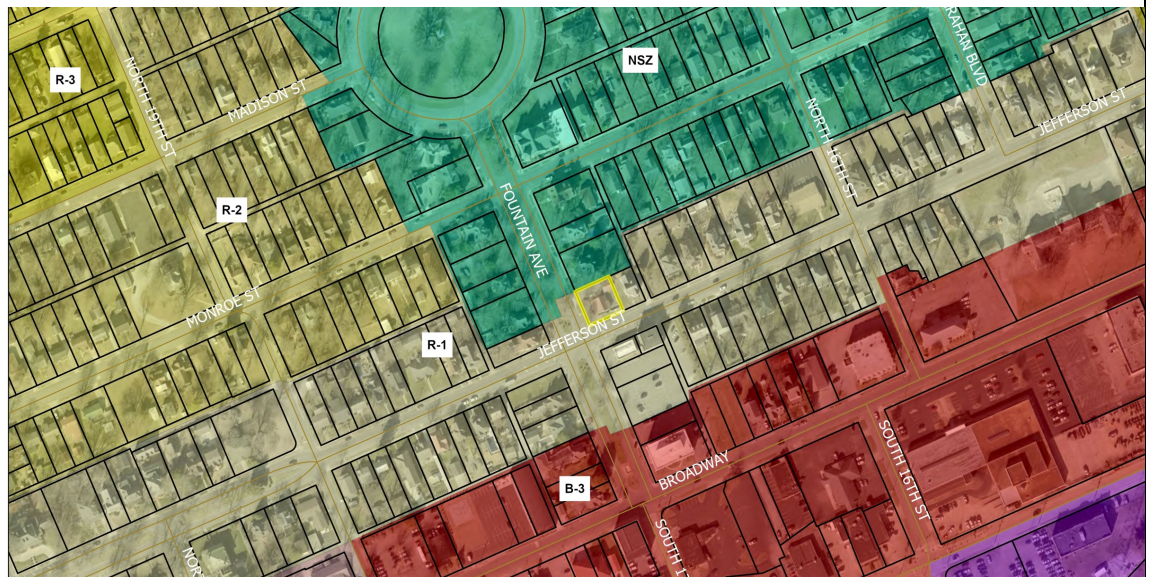
Regulatory and Community Objections to Rezoning 200 Fountain Avenue

The proposed rezoning of 200 Fountain Avenue from R-1 to NSZ **should not** be approved. R-1 is correct as 200 Fountain has been a part of a discreet neighborhood since the 1900s and so recognized under current zoning.

“Residential areas should not be zoned so they are non-conforming”

--Paducah Comprehensive Plan

200 Fountain Avenue was once the address for Vice-President Barkley. The house and lot were later divided up and part of the original house was moved to face Jefferson from the original lot. PVA records seem to indicate this decision was made in February, 1912. Here is a current 2024 zoning map of the Jefferson Street area:



As you can see, the length of Jefferson, in the brown, is R-1. This includes 200 Fountain, which is highlighted with a box. R-1 on Jefferson has been a stable pattern at least since 1912. Converting 200 Fountain to a Short-Term Rental (not to be confused with a B&B designation) is at odds with the R-1 designation and would be like knocking out a center tooth from the middle of about 40 teeth (parcels to the right and left).

KRS 100.21 Requirements

Findings necessary for proposed map amendment :

(1) Before any map amendment is granted, the planning commission or the legislative body or fiscal court must find that the map amendment is in agreement with the adopted comprehensive plan, or, in the absence of such a finding, that one (1) or more of the following apply and such finding shall be recorded in the minutes and records of the planning commission or the legislative body or fiscal court:

(a) That the existing zoning classification given to the property is inappropriate and that the proposed zoning classification is appropriate;

Response: The history of the street and the stability of the R-1 zone designation over time would make this rezoning nonconforming to the consistent housing plan of Jefferson.

(b) That there have been major changes of an economic, physical, or social nature within the area involved which were not anticipated in the adopted comprehensive plan and which have substantially altered the basic character of such area.

Response: Any changes that have evolved over the years have happened on the non-residential side of Jefferson Street. The houses on the North side of the street have remained intact as part of a growing and maturing residential neighborhood; therefore, no major changes of an economic, physical, or social nature have altered the housing.

The perfect example of what happens to a modification on Jefferson of R-1 is the creation of a single office building and asphalt parking lot directly across Jefferson from 200 Fountain. These are NOT neighbors.



***A Paducah
Strategic Goal:
“Investment in
the
improvement
of our housing
stock to help
grow our
community”***

Paducah has a goal to improve lower cost housing for the continued health of the community. The Fountain Avenue Project is a prime example of setting a fair target point for new or renewed houses (\$150,000). (At the moment I believe there is only one house left in the Project that has not been rehabbed.)

Rezoning 200 Fountain is in direct conflict with this city goal. Mr. Myers purchased the house in 2023. It is a two-bedroom, one bath home with a two-car garage. He purchased it for \$110,000. Think instead, if the house were available for purchase for a new Allied Health graduate from SIU or Murray who was moving here to work at a hospital; no doubt, we would easily have added another family to the area—not a series of temporary visitors in a Short-Term Rental.

***National
Register of
Historic Places
Narrative***

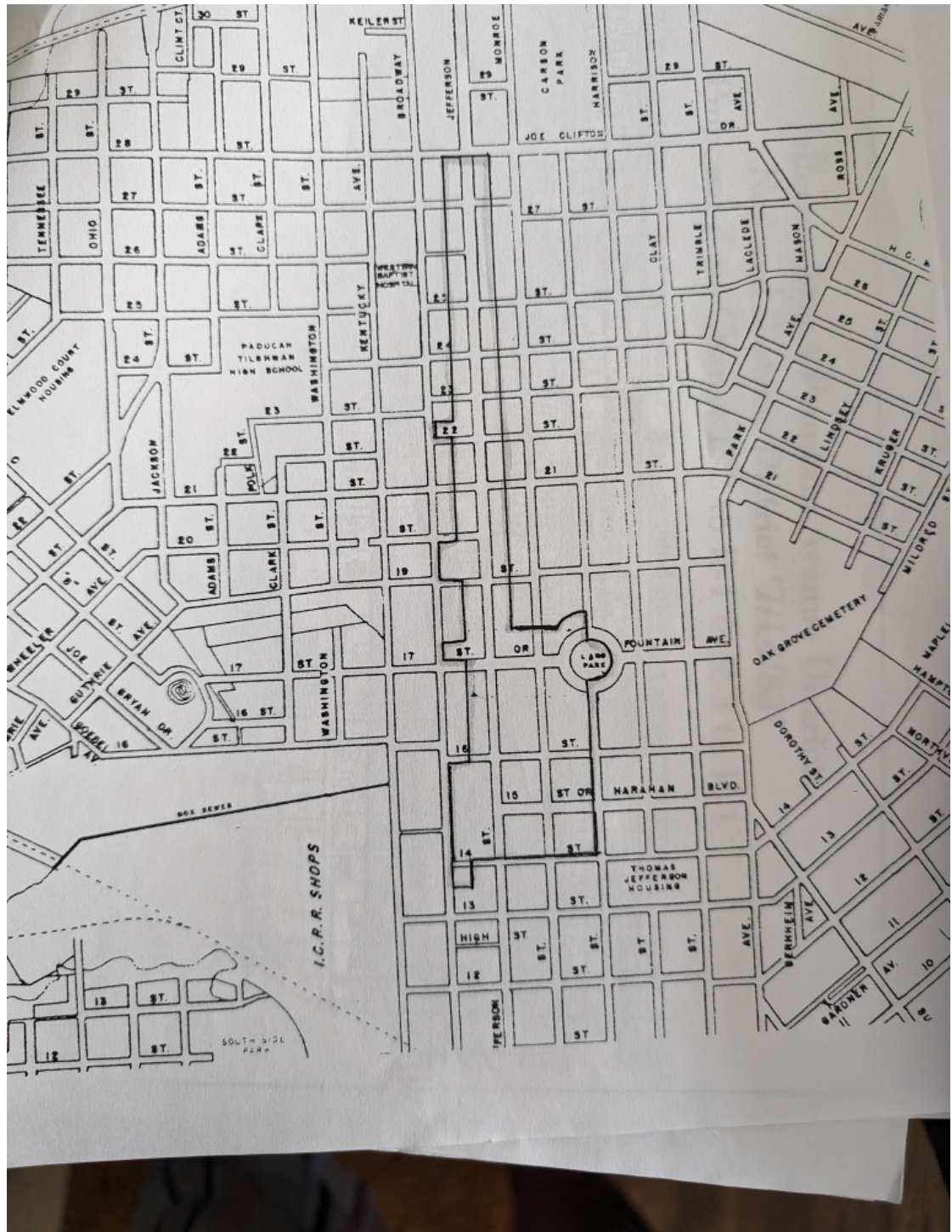
In 1982 the neighborhood area was recognized on the National Register of Historic Places. Their designation does not match one-to-one with the city zoning; but their mapping recognized the distinct nature of Jefferson and the neighborhoods to the North vs. Jefferson and the area to the South, though touching Broadway in places.

“When originally developed, the Jefferson Street-Fountain Avenue neighborhood laid on the western boundary of the city of Paducah. Since then, the west end area of Paducah has become the town's leading residential area. The Jefferson Street-Fountain Avenue area now lies in the center of town. Jefferson Street serves as a major traffic artery between the west end residential area and the downtown commercial district. Because of the beauty of the historic houses and the park-like medians, the Jefferson Street and Fountain Avenue area has always served as a showcase for this western Kentucky city.

The boundaries of the Jefferson Street-Fountain Avenue District were drawn to include the most architecturally and historically significant structures in the neighborhood. The boundaries include Jefferson Street from 14th Street to 28th Street. Stretches of Jefferson Street above and below this area were not included because of commercial encroachment. The three block section of Fountain Avenue was included because it contains the most significant structures on the street.”

Here is the map:

Map from Paducah National Historic Places:



**Loss of
Community
Relationships**

Communities work best when people share goals and actions. Members of Paducah sponsor arts and music festivals, Red Coat Ambassadors meet and greet visitors in all settings. Transient visitors benefit from the kindness of the community—but move on--Red Coats do not!

Marriott has a very good Short Term Rental program with their Residence Inns. We benefit most by letting them serve our visitors and concentrating on building our city population and services.

Finally, as was mentioned during comments in previous sessions, we don't believe Paducah codes prevent a squatter's assumption of a property. Opening the issue of a squatter "rights" assumption; before solving the problem, would likely be a mistake given Paducah's already noticeable homeless population.

The issue of temporary visitors and the negative consequences is becoming an issue in a number of cities. Lexington most recently.

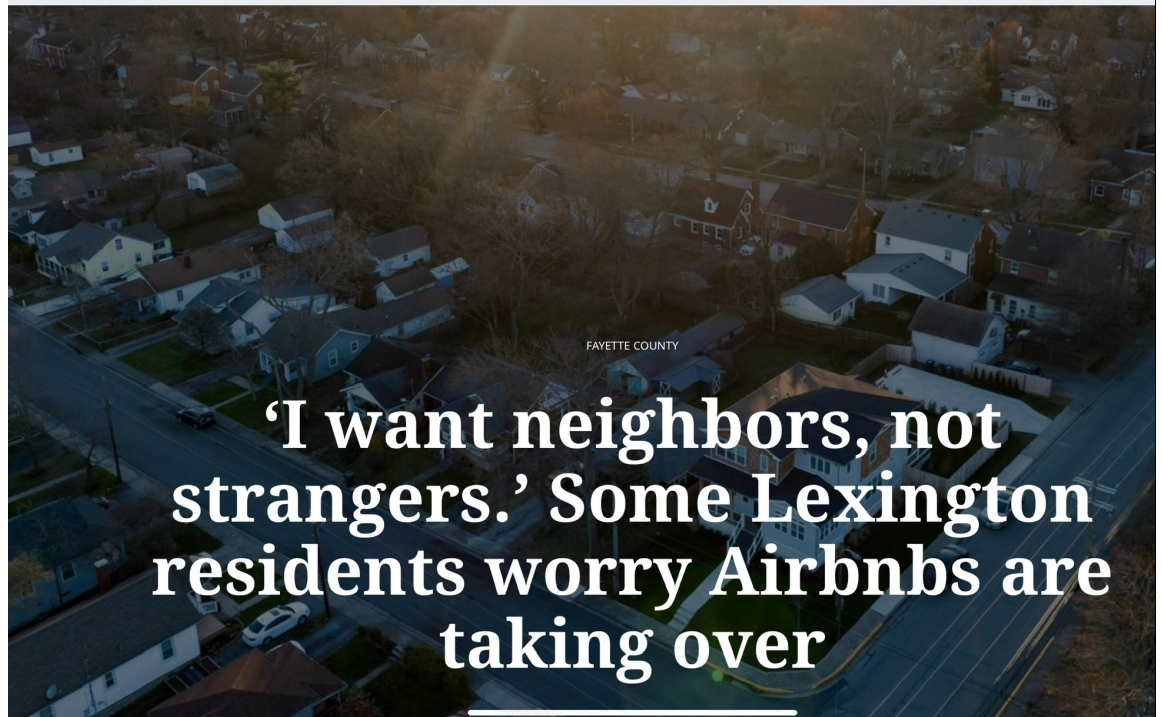
1:34 PM Tue Apr 30

Read today's Edition

LEXINGTON
HERALD LEADER



NEWS POLITICS SPORTS UK SPORTS FOOD & DRINK SPORTS BETTING PERSONAL FINANCE KNOW YOUR KENTUCKY OBITUARIES SHOPPING



Nathan Myers
212 Fountain Avenue
Paducah, KY 42001
270-556-9617
natemyers16@gmail.com

06/28/2024

Paducah Board of Commissioners
City of Paducah
300 S. 5th St.
Paducah, KY 42003

SUBJ: Consideration of Zoning Map Amendment and Conditional Use Permit (CUP) for Short Term Rental (STR) at 200 Fountain Avenue

Dear Board of Commissioners,

I'm writing this letter as a companion to the submission of reference materials, background information, and salient points of response to the **Request for Board of Commissioners to Decide Zoning Map Amendment** submitted by Mr. William "Bill" Coscarelli on June 17, 2024, in concern of the Paducah Planning Commission's approval of a motion on June 3, 2024 to recommend to the Board of Commissioners that the zoning change request and conditional use permit be approved for the property located at 200 Fountain Avenue, Paducah, KY 42001 (ZON2024-0002).

I have attached additional materials for the Board's consideration, including a history of my experience with the property and the neighborhood (Attachment 1), a narrative response to the inaccuracies regarding administrative and technical information presented in the appeal (Attachment 2), an annotated version of the appeal with direct notation of the referenced inaccuracies (Attachment 3), and the City's staff report concerning the request and recommending approval (Attachment 4). While addressed in further detail in the attached materials, I would like to briefly summarize here why I am requesting the Board of Commissioners uphold the recommendation of the Planning Commission and the City:

1. My ownership of the property is very personal and important to me; I purchased the house to address a family hardship, and while that circumstance no longer exists, I am still personally and emotionally attached to the house from that experience and desire the utmost preservation and protection of the house and the area. The proposed use is consistent with my desire to have regular access to the property to conduct maintenance and upkeep, and to ensure the property is well maintained now and in the future.
2. This type of request has been approved in the past, and is for conditional use, not a "by right", which allows for the negation of the proposed use if conditions to mitigate any

actual or perceived concerns are not met. In other words, the approval of this request does not constitute a permanent or irrevocable change to the use of the property.

3. As to any imagined or unforeseen negative consequences from the use of the property as sought, I am the most concerned individual and would be most impacted, as the property adjoins my residence at 212 Fountain Avenue. Therefore, use of the property as requested is safeguarded from neglect, irresponsible use, and the consequences of absentee ownership. As a resident myself, I desire nothing more than the preservation of the neighborhood's charm, character, and peaceful, enjoyable atmosphere. If use of the property as a short-term rental began to have a negative impact on the neighborhood, I would be the very first person to take action to cease such use.
 - a. It is important to emphasize here that granting this request does not allow for the use of the property as requested permanently or indefinitely. The process of applying for a conditional use permit and for a business license ensures that proper review and vetting of future owners would occur before the proposed use could continue under different ownership. In the hypothetical situation where the property is sold and a subsequent owner may not be as invested in the community and neighborhood as myself, these safeguards would be in place to prevent any sort of intolerable negligence or misuse.
 - b. The above concern addressed, I would further emphasize (consistent with what you'll find in the attached materials) that I have no plans at this time or in the future to sell the property; it is an important and cherished house from which my family and I attach great sentimental and emotional value.
4. Finally, I believe it is beneficial to all parties to understand that the essence of the appeal seems to be opposition to the proposed use of the property as a short-term rental. The accompanying write-up by the appellant attempts to frame opposition to the proposed use in terms of ordinance, statute, and history, but these arguments are largely inaccurate or incomplete. As noted by the City in its report and included in the findings of fact adopted by the Planning Commission as a part of its recommendation to approve, the request is correct in terms of statute, ordinance, and procedure.

Thank you for your time in considering this letter and the attached materials; it is never easy to balance the desires and concerns of constituents against each other. However, like the City and the Planning Commission, I feel that this request represents a reasonable allowance that will provide positive opportunities for tourism, growth, and development of the City consistent with the comprehensive plan and without impacting the famed charm and character of the area; I hope you will come to the same conclusion. If you have any questions, please feel free to reach out to me at my contact information provided above.

Thank you,

Nathan Myers

Nathan Myers

Experience with the Fountain Avenue Neighborhood and 200 Fountain Avenue from 2022 until Present, with a Brief History of Moving to Paducah

Nathan Myers

06/28/2024

With pardons, I have decided to write this in a narrative format so that it reads chronologically and allows for a story to be told; namely, the story of how I came to be proud Paducah resident and now desire to continue living and thriving in this unique city. I will do my best to keep this brief, but I offer apologies now if I use excess detail in this account.

I grew up down the road in Ballard County in Gage (near Kevil), although the distinction is rarely made. After I graduated from Ballard Memorial High School, I attended the United States Naval Academy and became a Submarine Officer after a few years of study and training. During this period of service, my mother was diagnosed with glioblastoma, a very aggressive form of brain cancer. I knew then that I would be resigning my commission when my period of required service was met, and moving back to Western Kentucky to spend as much time as possible with her and my family.

When that time came, in May of 2021, I made the move back here. For about 6 months, I lived at home with my family and my mom. Thankfully, she had responded well to treatment up until that point, and we were able to take several family trips and do things that we'd been putting off. With things stable in her treatment and after feeling that I might need to explore new career opportunities (although I certainly enjoyed my half year vacation), I decided to rent an apartment in Paducah and start my job search. I was fortunate in that I was able to begin working at Beltline Electric here in Paducah. This opportunity offered a new industry for me to learn about, but more importantly, it allowed me to remain here locally to both work and spend time with family. At this point, things were still going well with my mother's treatment, and I was enjoying living nearby in Paducah and growing in my new role.

I had decided around this time in early 2022 that I should begin searching for a house in Paducah since I planned to live here long-term; at that time, the market was extremely competitive, and it took several months of searching and rejected offers to find the house I live in now: 212 Fountain Avenue. While an old historic house with an incredible amount of work to do to restore it, I decided I was up to the challenge and made the purchase in August of 2022.



212 Fountain Avenue

I accepted this challenge happily, and was also grateful that my family, including my mother, were incredibly supportive and excited about the potential of restoring this house as well. After moving in, my mom and my grandmother were active almost everyday at the house working inside or out to begin the process of restoration.

It was only a few months later, however, that my mom's periodic checkup and scans revealed a recurrence of her tumor, which were presaged by seizures that had never occurred before. In December of 2022, she went back in for surgery at MD Andersen in Houston and began another protocol of radiation and chemotherapy. It was following this surgery that her aphasia intensified and she had trouble communicating; this combined with the possibility of seizures meant that she could no longer work.

In this situation, I was doing my best to support her and my family, and while 212 Fountain Avenue (my current house) provided some opportunities for her and my grandmother to clean and improve things in the yard, the majority of work occurring prevented painting, decorating, and other interior work. In fact, at that time I was engaged in investing significant money and energy into rebuilding the front porch roof, reroofing the main roof, and making structural repairs in the attic and roof system. Unfortunately, this meant that there was not much at my house for her to do, which had allowed her much diversion and an opportunity for utility after she could not work.

It was around this time that my current neighbor, Dwight Smith, was considering putting the house at 200 Fountain Avenue on the market. His mother, Miss Lena, was moving into assisted care as Dwight was moving out. I recognized an opportunity for further investment in the city and a possible utility in the house as a place for visiting family and friends to stay, but more importantly as a project that my mother and grandmother could work on in the interim. Therefore, I discussed the matter with Dwight and effected the sale in May of 2023.



After taking ownership of the property, my mom and grandmother immediately began a serious overhaul and cleaning/redecorating of the interior; I couldn't keep them out if I had tried. They poured themselves into it, and directed me (sometimes quite forcefully) as to what I needed to have done. They were essentially my bosses, and my mom was the chief, directing me to have the walls repainted, the trim and baseboards refinished, the shades and blinds replaced, and the light fixtures and hardware updated. While it may have seemed intense to someone else to have their mother directing what they should do and bossing them around on a house they had just bought, to me it was a great relief and I happily bore the burden and expense because she was both in theory and reality directing her energies and efforts towards productive purposes. The culmination of the work she had me do was to renovate the bathroom and improve the standards therein; the biggest project by far, but well worth it and her satisfaction once it was done was the only reward I needed.

It's also worth mentioning that both my mother and grandmother were absolutely committed to cleaning up the yard and leaves and improving the landscaping, and not a day in the summer went by that I was not told I needed to mow or weed eat regardless of how recently I had done so.

Unfortunately, in the fall of 2023, my mother's cancer came back. It was at this point that further surgery or invasive treatment was not an option, and the best we could do was some limited chemotherapy and quality of life measures. My mom was soon not able to do much in the way of working on or cleaning or directing my efforts on either my house or at 200 Fountain Avenue, but she fought hard to do so until it was no longer feasible. She became wheelchair bound in November of 2023, and at that point the best I could do was to make changes and improvements and take pictures so I could see her when I visited.

Things continued on and ran their course. In January of this year my mom passed away. It has certainly been one of the hardest experiences of my life, and I'm not even close to beginning to have felt the full measure of this loss. I can't speak too much about it at this moment, because I'm not ready to.

All I can say is that I bought 200 Fountain Avenue with the goal of having it available for family and friends, but my most pressing and important goal at the time was to provide another avenue, no matter how costly or unreasonable, for my mom to feel joy day to day and feel productive. I think I succeeded in that goal, and I wouldn't change a thing. Furthermore, after all of that, I have no desire to part with the property. I'm not going to sell it, and I don't feel like having long-term renters inside of it either; it would break my heart to get the house back after 6 or 12 months and find out that irreparable damage had been done to the character of the house or the things my mom had worked on.

Instead, I'm going to keep the property for my own personal use; I probably will live in it temporarily at some points as I make major improvements to my house at 212 Fountain Avenue, which could do with a fair amount of rewiring and a panel replacement, among some other structural improvements which will make living in it uncomfortable while they're taking place. Additionally, I'm going to keep it furnished for visiting family and friends to use. Most of them don't like staying in hotels and the other accommodation options here are limited.

With that paradigm in mind, I think it's reasonable to place the property into some productive use throughout the times in the year when myself or family and friends are not visiting. While I'll keep the house regardless, it would be preferable if when not in use by me and mine that it is used as a short-term rental. This additional revenue would help offset the cost of maintaining the property and should in theory expedite and improve my work and investment in 212 Fountain Avenue (which I'm also committed deeply to since my family and my mom also did much there).

I appreciate anyone who stuck around this long to read all of the above; I did apologize ahead of time. However, before I close out, I did mention I'd discuss the neighborhood as well. Some has been said about the character and nature of the neighborhood, wanting to keep community spirit alive, etc. I can appreciate that, and I hope the same. Most everyone has been friendly to me, and I've had very few disagreements or issues with any of my neighbors. The Fountain Avenue neighborhood does indeed seem to be a shining example of some of the best residential Paducah

has to offer. I guess I wanted to mention that because I really enjoy living there myself, and don't want to see the neighborhood changed for the worse. I would not be requesting this proposed use for 200 Fountain Avenue if I thought it was going to degrade what we have there; I'm just trying to add to it, as I think allowing new people to come and stay there and see what we're about here in Paducah would be a good thing for the neighborhood and the city. And at the end of the day, if using 200 Fountain Avenue caused problems or was seriously making an issue in the neighborhood, I live right next door and would be the first one to cease operating it as a STR. I want to keep the neighborhood safe, friendly, and quiet, and while I don't think or project that people wanting to visit Paducah inherently would disturb that, I'll be on standby to pull the plug if so.

Narrative Addressal of Appeal

Nathan Myers

6/28/2024

For convenience, this narrative summary addresses the submitted appeal in concern of ZON2024-0002's recommendation of approval from the Planning Commission to the Board of Commission. The marked up, annotated version of the appeal (Attachment 3) is provided for direct reference, if desired. This addressal contains personal commentary and observations, whereas Attachment 3 deals purely in addressing technical and factual errors, and does not delve into matters of opinion or perspective.

The Appeal Request ("Request for Board of Commissioners to Decide Zoning Map Amendment")

Consistent with Kentucky Revised Statutes and Section 126-176 of the City of Paducah's Code of Ordinances, appeal of the Planning Commission's recommendation for approval of the requested zone change and request for conditional use permit was made within (21) days of the positive recommendation.

However, it is of note that the appeal, provided via "Request for Board of Commissioners to Decide Zoning Map Amendment", was not submitted in a complete or appropriate manner. While I do not object to the appeal being accepted and processed (the assumption must be made that the appeal was filed in good faith and to the best of the appellant's ability), it is important to note where the form is inaccurate. I have only included the salient and important discrepancies here, while full annotation is provided in Attachment 3 and also addresses other minor or less important errors. The following must be noted here, however:

1. The "Zone Change Requested" block failed to characterize the entirety of the zone change: just "NSZ" was noted. The zone change recommended by the City and the Planning Commission is from R-1 to NSZ with a conditional use permit for short term rental. I note this here because the conditional use permit for short term rental is integral to the request and was included in the recommendation for approval.
2. The "Date of PPC public hearing" block inaccurately describes a negative vote from the Planning Commission at the original meeting to discuss the request. The vote on the May 6, 2024 meeting did not "deny" the request, rather, the vote that carried was to deny the motion to recommend approval of the request at that time. In effect, it was a vote to consider the request at the next meeting. Related, the block below ("PPC Recommendation") inaccurately marks both the "Approve" and "Deny" boxes. The only box that should have been checked was "Approve", reflecting the Planning Commission's recommendation to the Board of Commissioners that the request be approved.

3. It is unclear from the appeal from who the appellant(s) are. The appeal form is structured consistent with other forms and documentation involved in city government; requests, appeals, and other filings are made by a single entity or person, while interested parties are listed elsewhere or noted outside of the form. It can be inferred from the address listed on the appeal form and the email address/method of transmission that the appellant is Mr. William Coscarelli. The other names and signatures are irrelevant in the scope of filing an appeal, and the (3) additional names and signatures listed seem to have been included in an attempt to lend credibility or force to the appeal. Such an inclusion is inappropriate on an appeal filing and is somewhat odd considering the exclusion of other addresses, phone numbers, or email addresses (other listed individuals also absent from transmission of the appeal via email).

Regulatory and Community Objections to Rezoning 200 Fountain Avenue

This section contains the majority of inaccuracies, errors, and misleading statements. I do not mean to characterize these failings in a vindictive manner; I believe they were made in good faith. However, I believe it's important for the Board of Commissioners to understand where and how this section of the appeal paints an incorrect picture of the request.

First, the characterization of this section as “community” objections to the request is incorrect and prejudicial. It is impossible for this appeal to be seen as “the community’s” objections to the request; no data, polling, or canvassing documentation is included to support the idea that more members of the community other than the appellant and the three (3) other listed names; for that matter, I’m a member of the community, and I support the request. Even if the appeal included some type of informal polling or gathered statements, these would additionally be considered prejudicial due to their being collected in what would be likely a solicitous and biased manner. The democratic traditions in our society and processes defined by federal, state, and local (in this case, City of Paducah codes and ordinances) spurn such prejudicial methods of “voting” or opinion gathering, as it is open to manipulation and misrepresentation. Although not provided with the original appeal, it is my recommendation that the Board reject or disregard any submission of such material as may be provided by the appellant before the meeting to address this matter, and further I recommend the Board only consider any additional opinions, objections, or statements that are either (a) provided directly to the City or the Board and signed by the individual, or (b) provided during the public hearing. These are the only reliable indicators of community sentiment.

Second, the “regulatory” objections to the request are numerous, and I will attempt to treat them as they appear in the appeal:

1. The Paducah Comprehensive Plan is quoted, specifically, “Residential areas should not be zoned so they are non-conforming”. The inclusion of this section of the comprehensive plan supports the request, as noted by the City and the Planning Commission, as approving the request would clear a non-conforming zone designation; 200 Fountain Avenue is

currently non-conforming to the R-1 zoning standards, and rezoning to NSZ would bring the property's zone designation into conformity.

2. It is stated that “Converting 200 Fountain to a Short-Term Rental (not to be confused with a B&B designation) is at odds with the R-1 designation.”. This statement is illogical, as the request is to rezone 200 Fountain Avenue to NSZ, which allows short term rental with conditional use permit (which is basis of the request).
3. KRS 100.21 is referenced, but I believe the appellant meant to reference KRS 100.213, where the text presented is sourced. In any case, the responses provided to the text of the statute are unnecessary and misleading: the Planning Commission found that the map amendment was in agreement with the adopted comprehensive plan as defined in section (1), and therefore the requirements of the statute are met to approve a map amendment. Subpoints (a) and (b) are unnecessary to address once the criteria of section (1) is met.
 - a. The addressal of subpoint (a) in the appeal misinterprets what a conforming or nonconforming use is. An understandable mistake, but irrelevant to the request.
 - b. The addressal of subpoint (b) seems to misunderstand the nature of the request; the appeal shows commercial buildings across the street from the property and opines about the loss of residential character. However, as acknowledged and even pointed to in the appeal, this lot and building is zoned R-1, the current zoning of 200 Fountain Avenue; it would logically follow, then, that maintaining the property in the R-1 designation is not advantageous to preserving its residential character. The appeal seems to conflate the issue of zoning and the conditional use permit for short term rental, and seems to be (confusingly) attempting to request that the property remain in an R-1 designation while pointing to the issue of loss of character in another R-1 zoned property.
4. The appeal states that rezoning 200 Fountain Avenue is in direct conflict with the city's strategic goal of “Investment in the improvement of our housing stock to help grow our community”. In this section follows highly problematic and prejudicial commentary:
 - a. The statement is made: “Mr. Myers purchased the house in 2023. It is a two-bedroom, one bath home with a two-car garage. He purchased it for \$110,000. Think instead, if the house were available for purchase for a new Allied Health graduate from SIU or Murray who was moving here to work at a hospital; no doubt, we would easily have added another family to the area—not a series of temporary visitors in a Short-Term Rental.” This statement is predicated on false equivalency: that somehow, the request for rezoning and conditional use permit is directly related to the conditions of purchase and theoretical sale of the house; the request is entirely unrelated the conditions of purchase or sale of the house, or indeed the occupation or education of the theoretical owners. In truth, this statement in the appeal seems

to be suggesting that the appellant(s) would somehow desire to force a sale of the house, rather than deal with the subject of the request and its merits. It furthermore deals with hypotheticals which have been stated repeatedly to be irrelevant: I am not selling the house, and any inheritors of the house (close family with the same attachment to the property) will not be selling the house. Therefore, the inclusion of this statement seems vindictive and possibly predicated on desires or motives other than addressing the proposed use and request.

5. The appeal goes on to reference that the neighborhood area is recognized on the National Register of Historic Places and provides a history/mapping of the neighborhood. However, the appeal does not directly provide any context or objection to the request in this section. In my view, the positive commentary concerning the neighborhood supports the request, in that it would provide a managed, controlled opportunity for visitors and tourists to enjoy the “showcase” neighborhood of Paducah and attract future tourism and residents.
6. The final section entitled “Loss of Community Relationships” makes several confusing and unsubstantiated statements:
 - a. The first is the statement: “Transient visitors benefit from the kindness of the community – but move on – Red Coats do not!” This statement seems to suggest that visitors or tourists are not welcome in Paducah. In a generous reading, I believe the appellant was trying to state that all housing units in the city should be reserved for residents and no tourists/visitors should be allowed to rent them while visiting. This does not reflect reality or current city policy and code that does in fact allow short term rentals by right or by conditional use (as this request desires).
 - b. The second is the statement: “Marriott has a very good Short Term Rental program with their Residence Inns. We benefit most by letting them serve our visitors and concentrating on building our city population and services.” This statement is confusing; I believe the appellant is referencing the hotel in the mall area, which is certainly not a “short term rental” and is not germane to the discussion of lodging availability in downtown. Marriott does indeed offer a “Homes & Villas” program, which is similar to short term rental, but the closest availability for this program is in Lovelaceville, and decidedly outside of Paducah.
 - c. The third statement reads: “Finally, as was mentioned during comments in previous sessions, we don’t believe Paducah codes prevent a squatter’s assumption of a property. Opening the issue of a squatter “rights” assumption; before solving the problem, would likely be a mistake given Paducah’s already noticeable homeless population.” This statement is entirely confusing and irrelevant to this request. Squatter’s rights and adverse possession are entirely outside of the context of a request for a map amendment and conditional use permit. Again, adopting a generous reading, I believe the appellant is trying to falsely equate short term

rentals with homelessness or adverse possession by the logic that a property being used for short term rental is vacant for short periods in which a person could theoretically break and enter into the property. Breaking and entering and trespassing are both criminal conduct that have straightforward legal recourse and are entirely irrelevant to the request before the Board of Commissioners. It is of note, however, that during my ownership of the property for over a year not once has there been even an attempt to force entry or occupy the property illegally despite being vacant all of that period (excluding maintenance, cleaning, etc.; vacancy used here to communicate no residents).

- d. The last statement is: “The issue of temporary visitors and the negative consequences is becoming an issue in a number of cities” and is accompanied by a graphic from the Lexington Herald Ledger’s website’s online publication showing a quote from an article “I want neighbors, not strangers. Some Lexington residents worry Airbnbs are taking over.”
 - i. The statement and graphic do not offer any substantiation of the “negative consequences” or provide any examples, so I’m unsure why they were included in the appeal, other than to vaguely suggest that there are negative consequences or worries without evidence.
 - ii. For my part, I have traveled quite a bit during my time in the Navy, and have lived in cities including Charleston, SC, Annapolis, MD, and Mystic, CT, which are all cities famed for their population growth, comfortable and walkable neighborhoods, and tourism. In other words, they are all great cities to visit and live in. Each one of them allows short-term rentals downtown, as they recognize the benefits that come with allowing tourists to enjoy and experience the city as if they were a resident, if only for a few days. Those tourists often become repeat visitors and decide to relocate to the city because they had such a great experience visiting and staying in a downtown residence. To address the concerns implied by the statement and graphic, I agree that the number of units operating and areas should be controlled through city process and approval (hence my request), but I believe (consistent with the City’s report and the Planning Commission’s recommendation) that this request represents a reasonable way to provide at least one licensed short term rental in the showcase neighborhood of the city.

I have no further comments concerning the appeal, except to say I do not believe the substance of the appeal other than the cover page (less the referenced issues) should be considered due to the issues presented above.

Request for Board of Commissioners to Decide Zoning Map Amendment

The only relevant vote is the recommendation to the Board of Commissioners recommending approval.

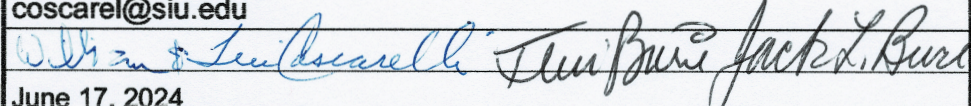
Address of property requested for zone change:		200 Fountain Avenue, Paducah, KY 42001	
Acreage involved:		90 x 89	
Zone change requested:		NSZ from R-1 with Conditional Use Permit (CUP) for Short Term Rental (STR)	
Applicant:		Nathan Myers	
Date of PPC public hearing:		5/6--voted 4-2 to deny the change request; 6/3--voted 3-2 to accept	
PPC Recommendation:	Date: 6/3 /2024	APPROVE ☒	DENY ☒

Inaccurate, vote on 5/6/24 did not provide a recommendation to the Board of Commissioners, not a denial.

Invalid selection; the PPC recommendation was approval. Both cannot be true.

NOTICE FOR BOARD OF COMMISSIONERS TO DECIDE ZONING MAP AMENDMENT (Must be filed within 21 days of PPC recommendation)

NOTICE FILED BY:

Please indicate by checking the appropriate box for a request to have the Board of Commissioners decide rezoning petition	Board of Commissioners	☐
	Aggrieved Person	☒
		☐
		☐
Name (please print):	William & Teri Coscarelli, Terri & Jack Buri	
Address:	220 Fountain Entire address not provided. Multiple petitioners listed under only (1) address.	
Phone Number:	270-564-0488	
Email Address:	coscarel@siu.edu	
Signature:		
Date Notice filed:	June 17, 2024	

Submittal of this notice serves as written request in accordance with KRS 100.2111 to the City of Paducah Planning Commission (PPC) that the final decision on the above-referenced map amendment is to be made by the Board of Commissioners. If no written request is made by the Board of Commissioners or any aggrieved person within 21 days after the final action of the PPC, then the recommendation made by the PPC shall become final and if recommended for approval by the PPC, the map amendment shall be automatically implemented subject to the provisions of KRS 100.347

RECEIVED IN PPC OFFICE ON:



Regulatory and **Community** Objections to Rezoning 200 Fountain Avenue

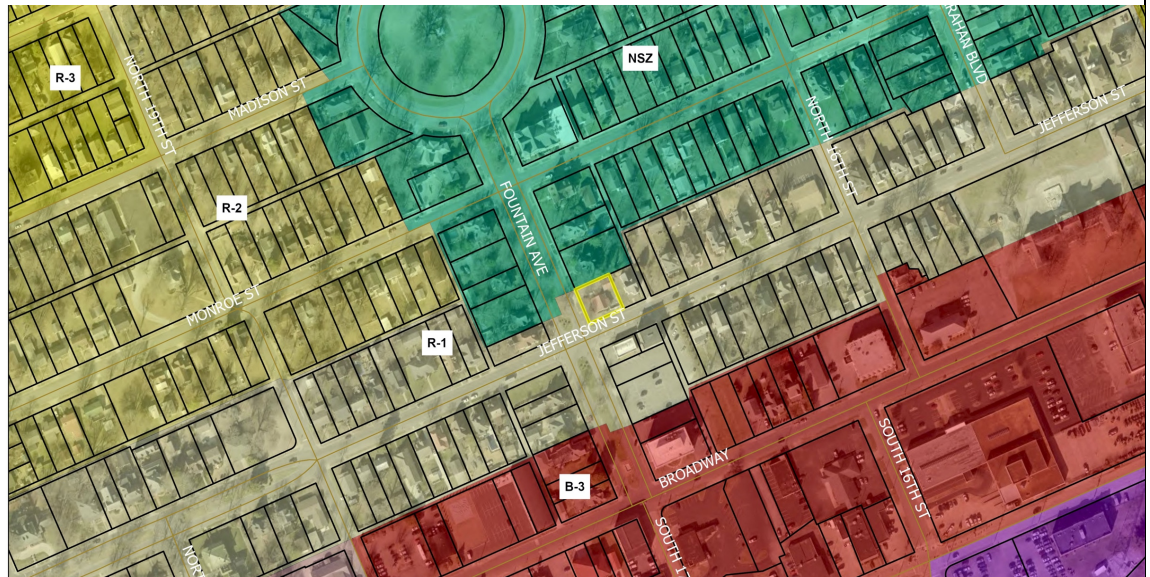
The proposed rezoning of 200 Fountain Avenue from R-1 to NSZ **should not** be approved. R-1 is correct as 200 Fountain has been a part of a discreet neighborhood since the 1900s and so recognized under current zoning.

"Residential areas should not be zoned so they are non-conforming"

--Paducah Comprehensive Plan

As noted in the city's report, 200 Fountain Avenue is currently non-conforming to the R-1 Zone. Rezoning to NSZ would clear the non-conformance. Including this section from the comprehensive plan supports the Planning Commission's recommendation of approval and discredits the appeal.

200 Fountain Avenue was once the address for Vice-President Barkley. The house and lot were later divided up and part of the original house was moved to face Jefferson from the original lot. PVA records seem to indicate this decision was made in February, 1912. Here is a current 2024 zoning map of the Jefferson Street area:



As you can see, the length of Jefferson, in the brown, is R-1. This includes 200 Fountain, which is highlighted with a box. R-1 on Jefferson has been a stable pattern at least since 1912. Converting 200 Fountain to a Short-Term Rental (not to be confused with a B&B designation) is at odds with the R-1 designation and would be like knocking out a center tooth from the middle of about 40 teeth (parcels to the right and left).

Duplicitous logic. The appeal is to rezone to NSZ, in which case a conditional use permit for a short term rental is allowed and in keeping with City of Paducah ordinances.

KRS 100.21 Requirements

Findings necessary for proposed map amendment :

(1) Before any map amendment is granted, the planning commission or the legislative body or fiscal court must find that the map amendment is in agreement with the adopted comprehensive plan, or, in the absence of such a finding, that one (1) or more of the following apply and such finding shall be recorded in the minutes and records of the planning commission or the legislative body or fiscal court:

The Planning Commission did in fact find that the proposed rezoning was in agreement with the comprehensive plan, with an accompanying finding of fact that the rezoning would remove a non-conforming zone designation. The subsequent considerations of KRS 100.21 are irrelevant once this criteria has been met.

As noted on the previous page, discussion of the following sub points of KRS 100.21 is irrelevant in the context of statutory requirements, as the overriding criteria of "...in agreement with the adopted comprehensive plan" was met. However, notations to address commentary are provided.

(a) That the existing zoning classification given to the property is inappropriate and that the proposed zoning classification is appropriate;

Response: The history of the street and the stability of the R-1 zone designation over time would make this rezoning nonconforming to the consistent housing plan of Jefferson.

(b) That there have been major changes of an economic, physical, or social nature within the area involved which were not anticipated in the adopted comprehensive plan and which have substantially altered the basic character of such area.

Response: Any changes that have evolved over the years have happened on the non-residential side of Jefferson Street. The houses on the North side of the street have remained intact as part of a growing and maturing residential neighborhood; therefore, no major changes of an economic, physical, or social nature have altered the housing.

The perfect example of what happens to a modification on Jefferson of R-1 is the creation of a single office building and asphalt parking lot directly across Jefferson from 200 Fountain. These are NOT neighbors.



Misunderstanding of what conformance and non-conformance signifies with respect to zoning. Irrelevant/ misleading statement.

As noted previously and here, substantial changes to the neighborhood have occurred, notably with the alteration of the lot that is now 200 Fountain Avenue becoming smaller and a modern house with vinyl siding and metal roof occupying the lot. As shown in the pictures, the surrounding properties are not entirely residential now. As noted by the city, this means that the impact of a short term rental on the neighborhood is minimized.

Additionally, it worth noting that the shown property here is zoned R-1, which seems to defeat the purpose of referencing it; the request is to rezone 200 Fountain Avenue to NSZ, which would theoretically offer more protection from the shown commercialization of the surrounding area.

It is also worth noting in the context of this request that the short term rental being proposed will have no effect on the appearance or character of the neighborhood, as no alterations to the property are being made to utilize it as a short term rental; additionally, any guests will utilize off-street parking, entirely mitigating any effect on the character of the neighborhood.

A Paducah Strategic Goal:
“Investment in the improvement of our housing stock to help grow our community”

National Register of Historic Places Narrative

Paducah has a goal to improve lower cost housing for the continued health of the community. The Fountain Avenue Project is a prime example of setting a fair target point for new or renewed houses (\$150,000). (At the moment I believe there is only one house left in the Project that has not been rehabbed.)

Rezoning 200 Fountain is in direct conflict with this city goal. Mr. Myers purchased the house in 2023. It is a two-bedroom, one bath home with a two-car garage. He purchased it for \$110,000. Think instead, if the house were available for purchase for a new Allied Health graduate from SIU or Murray who was moving here to work at a hospital; no doubt, we would easily have added another family to the area—not a series of temporary visitors in a Short-Term Rental.

Prejudicial. The request does not affect the possibility of use of the property as described above, and this remark suggests that the appellant(s) desire to somehow force a sale of the property instead of addressing the merits of the request.

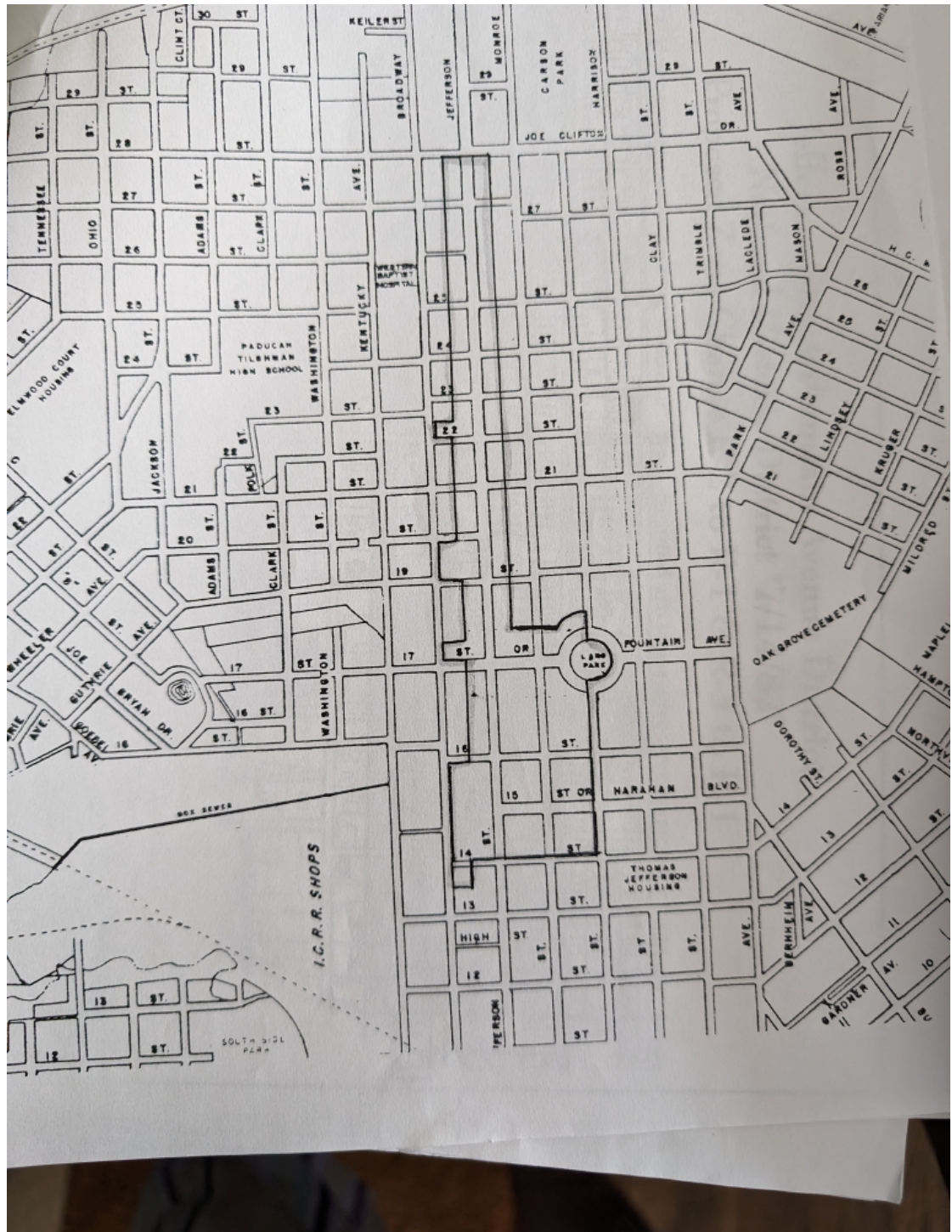
In 1982 the neighborhood area was recognized on the National Register of Historic Places. Their designation does not match one-to-one with the city zoning; but their mapping recognized the distinct nature of Jefferson and the neighborhoods to the North vs. Jefferson and the area to the South, though touching Broadway in places.

“When originally developed, the Jefferson Street-Fountain Avenue neighborhood laid on the western boundary of the city of Paducah. Since then, the west end area of Paducah has become the town's leading residential area. The Jefferson Street-Fountain Avenue area now lies in the center of town. Jefferson Street serves as a major traffic artery between the west end residential area and the downtown commercial district. Because of the beauty of the historic houses and the park-like medians, the Jefferson Street and Fountain Avenue area has always served as a showcase for this western Kentucky city.

The boundaries of the Jefferson Street-Fountain Avenue District were drawn to include the most architecturally and historically significant structures in the neighborhood. The boundaries include Jefferson Street from 14th Street to 28th Street. Stretches of Jefferson Street above and below this area were not included because of commercial encroachment. The three block section of Fountain Avenue was included because it contains the most significant structures on the street.”

Here is the map:

As noted here, detailed in the original request, and recognized in the city's report, the property at 200 Fountain Avenue provides an excellent opportunity to provide tourist interaction and enjoyment of the area in which the property is located via a short term rental offering. The property's location provides minimal impact to the neighborhood and residential character, being on the edge of the area and bordering the commercial district, but offering easy, walkable access to the "showcase" Jefferson Street and Fountain Avenue area.

Map from Paducah National Historic Places:

Loss of Community Relationships

Communities work best when people share goals and actions. Members of Paducah sponsor arts and music festivals, Red Coat Ambassadors meet and greet visitors in all settings. **Transient visitors benefit from the kindness of the community—but move on--Red Coats do not!** Suggestion that only Red Coats should be allowed to live in or visit the city? This seems to suggest that tourists/visitors are not welcome in Paducah.

Marriott has a very good Short Term Rental program with their Residence Inns. We benefit most by letting them serve our visitors and concentrating on building our city population and services.

Finally, as was mentioned during comments in previous sessions, we don't believe Paducah codes prevent a squatter's assumption of a property. Opening the issue of a squatter "rights" assumption; before solving the problem, would likely be a mistake given Paducah's already noticeable homeless population.

The issue of temporary visitors and the negative consequences is becoming an issue in a number of cities. Lexington most recently.

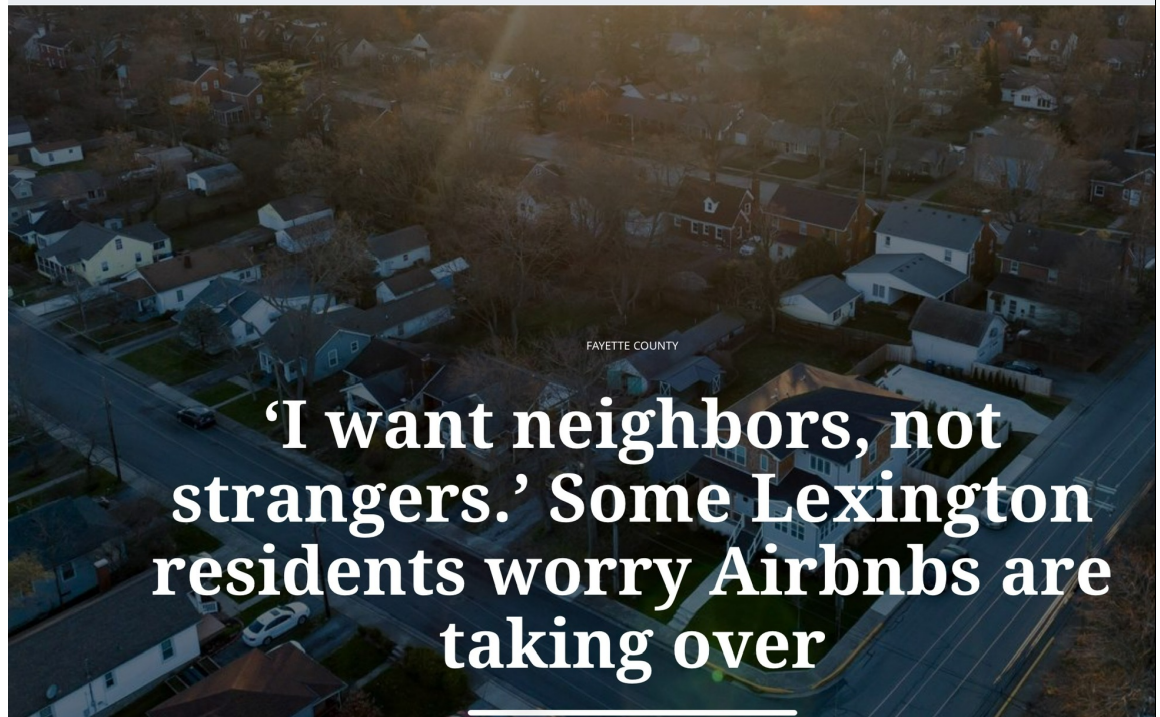
1:34 PM Tue Apr 30

Read today's Edition

LEXINGTON
HERALD-LEADER



NEWS POLITICS SPORTS UK SPORTS FOOD & DRINK SPORTS BETTING PERSONAL FINANCE KNOW YOUR KENTUCKY OBITUARIES SHOPPING



This comment and the graphic of an online article fail to substantiate any of the imagined negative consequences.

Personal Note from the Petitioner: I have traveled quite a bit during my time in the Navy, and have lived in cities such as Charleston, SC, Annapolis, MD, and Mystic, CT, which are all cities famed for their population growth, comfortable and walkable neighborhoods, and tourism. In other words, they are all great cities to visit and live in. That being said, each and every one of them allow short term rentals in their downtown, as they recognize the benefits that come with allowing tourists to enjoy and experience the city as if they were a resident, if only for a few days. Those tourists become repeat visitors and quite often decide to relocate to the city because they had such a great experience visiting and staying in a downtown residence. Of course, the number of units operating and areas should be controlled, but this request represents a reasonable way to provide at least one licensed short term rental in the showcase neighborhood of the city.

The appellant(s) seem to be referring to the hotel, which is not a short term rental and is in the mall area, and is therefore not germane to the topic of lodging in downtown. Of note, there is a "Homes & Villas" program by Marriott which provides their short term rental offerings: the closest offering through this program is in Lovelaceville, which is decidedly outside of the city (~30 minutes/22 miles) and not a viable option for tourists. If anything, this highlights the need for at least a single option for tourists to stay, tour, and enjoy the "showcase" area of western Kentucky.

Entirely irrelevant and illogical. Squatter's rights and adverse possession are entirely outside the context of this request; this seems to suggest the appellant(s) think that a rental is somehow open to being possessed by the renter if they don't want to leave. Otherwise, they may be assuming the periods of vacancy make it vulnerable to breaking and entering, which is criminal conduct and legal recourse is fairly straightforward. Of note, the property is currently mostly vacant, and has been for a year with no issues of breaking and entering. It is also worth noting the petitioner lives next door to the property and maintains constant vigilance of the property and will continue providing maintenance, lawn care, and other checks regardless.



STAFF REPORT PADUCAH PLANNING COMMISSION

APPLICATION INFORMATION

ADDRESS	200 Fountain Avenue
CASE NO.	ZON2024-0002
OWNER	Nathan Myers
AGENT	--
REQUEST	Proposed rezoning from R-1 Low Density Residential to Neighborhood Services Zone and short-term rental pursuant to KRS 100.202 (5)
HEARING DATE	May 6, 2024

GENERAL SITE INFORMATION

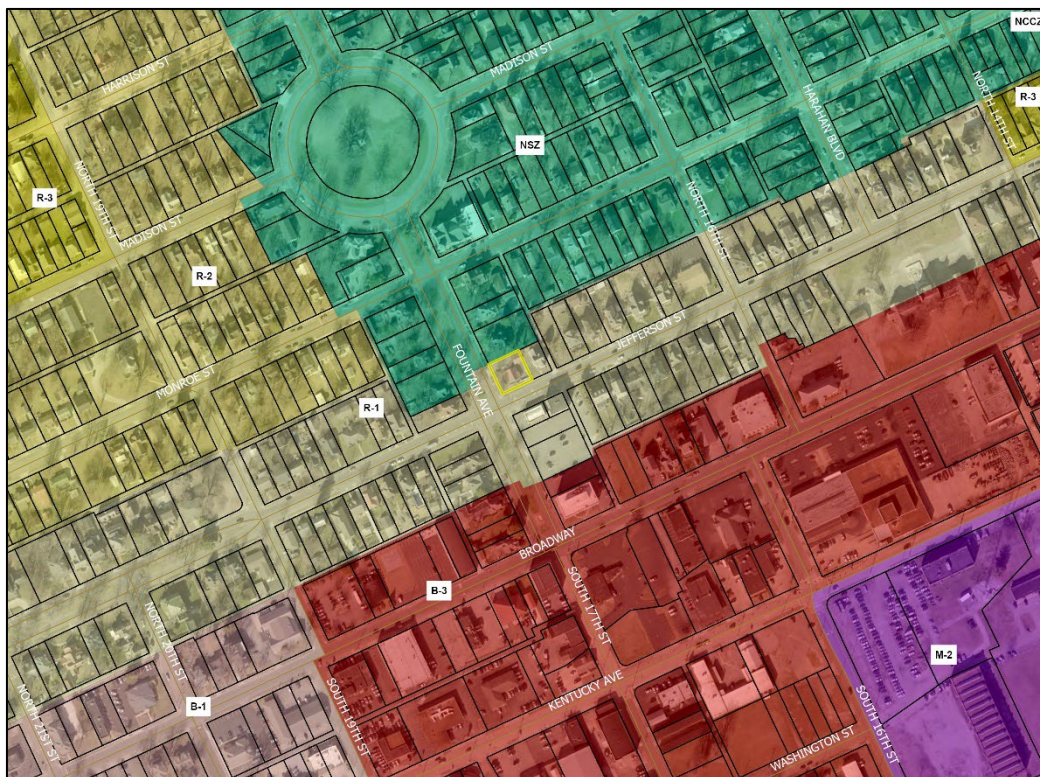
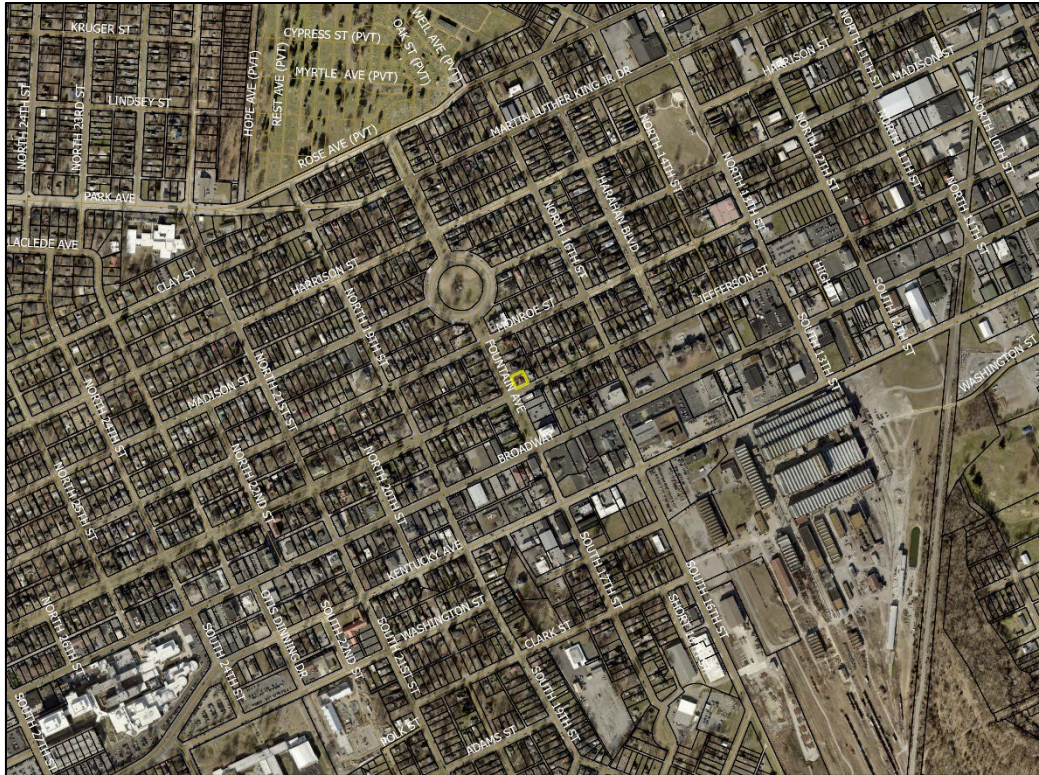
CURRENT ZONING	R-1 Low Density Residential Zone
CURRENT LAND USE	Single-family home
COMPREHENSIVE PLAN	Neighborhood Conservation

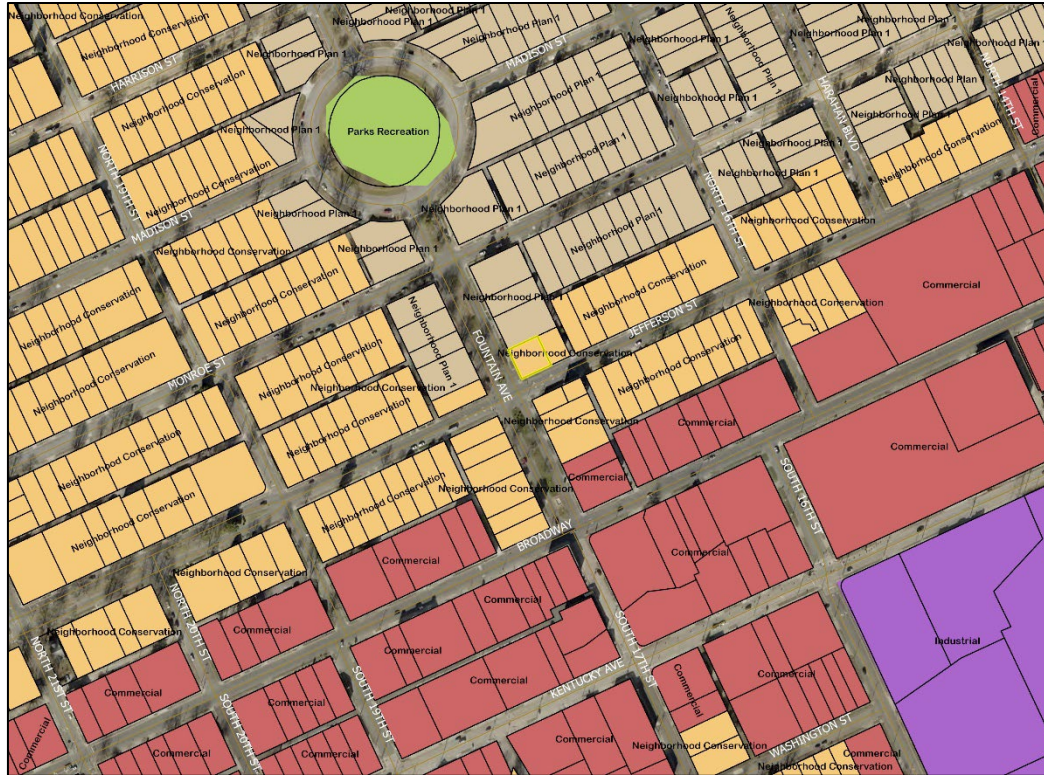
SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	NSZ	Single-family
SOUTH	R-1	Commercial/ multi-family
EAST	R-1	Single-family
WEST	NSZ/ R-1	Single-family

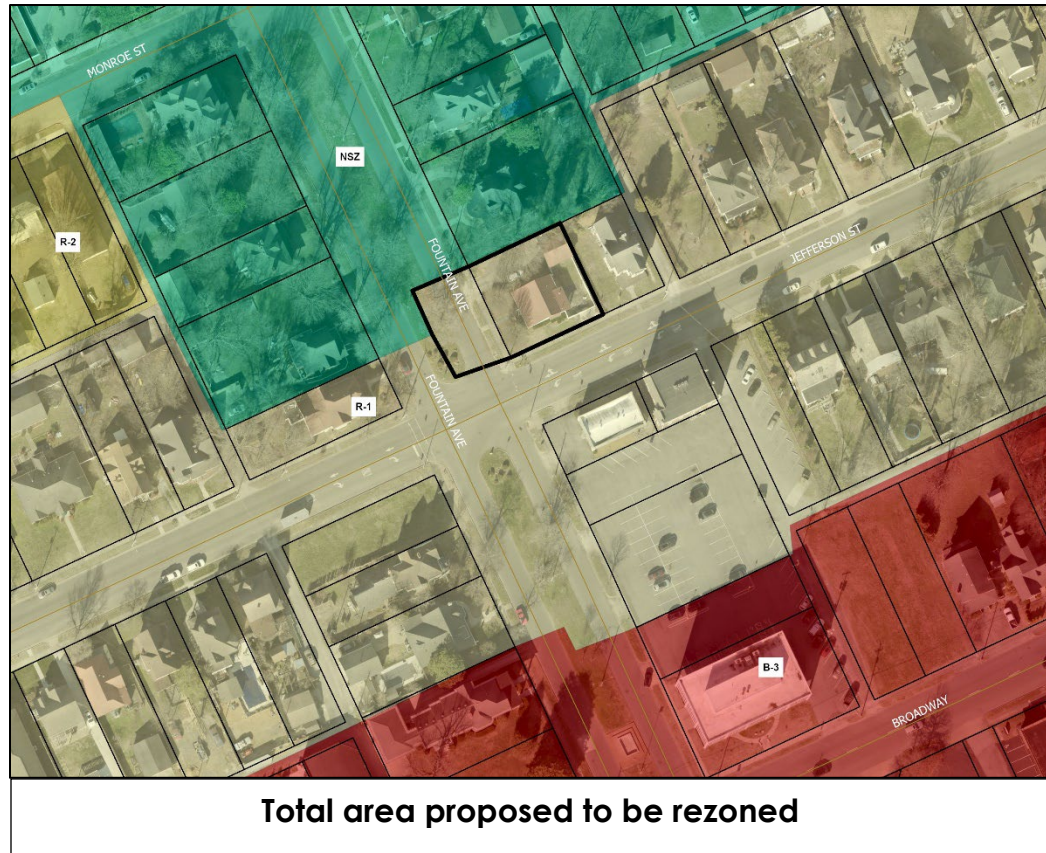
SITE HISTORY

The house is 1,019 square feet. It was permitted in May of 1987.





In-house plat book 2-77



The submittal for consideration has two parts. The Petitioner requests that the property located at 200 Fountain Avenue be rezoned from R-1 Low Density Residential Zone to Neighborhood Services Zone. The Petitioner further requests that the Planning Commission, acting under statutory authority contained in KRS 100.202 (5) and Section 126-176 (g) of the Paducah Zoning Ordinance, grant a conditional use for a short-term rental at this location.

STATUTORY REQUIREMENTS KRS 100.213

“Before any map amendment is granted, the planning commission or the legislative body or fiscal court must find that the map amendment is in agreement with the adopted comprehensive plan, or, in the absence of such a finding, that one or more of the following apply and such finding shall be recorded in the minutes and records of the Planning Commission or the legislative body or fiscal court:

- (a) That the existing zoning classification given to the property is inappropriate and that the proposed zoning classification is appropriate; and
- (b) That there have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the adopted comprehensive plan and which have substantially altered the basic character of such area.”

CONSIDERATIONS -- REZONING

This location is adjacent next to the Neighborhood Services Zone. An expansion of this zone would therefore not be a spot zoning, but a continuation thereof. Additionally, the site is contained within the Jefferson Street-Fountain Avenue Historic District, established in July of 1982.

The current lot is 89' X 90' or a total of 8,010 square feet. Therefore, this lot is non-conforming with respect to being in the R-1 Zone. The prescribed smallest lot size is 12,000 square feet in the R-1 Zone for a single-family structure. The prescribed smallest lot size is 8,000 square feet in the NSZ for a single-family structure.

Nonconformities are addressed at length in the City of Paducah Comprehensive Plan as follows:

“Nonconformity should be viewed as undesirable. The only exception is when the desire to have the use be discontinued because of it’s nuisance potential. First, nonconforming status is a burden on the landowner who may have difficulty getting loans to improve a nonconforming structure. Second, there are the costs and frustration of seeking relief. Third, it is a burden on staff and zoning boards to deal with requests for many variances that result when the conditions are common, as in a whole block. When areas are nonconforming, there is a tendency to grant variations even though they do not meet the statutory or legal standards for granting variations. There is no protection of the public health, safety and welfare or any other benefit in having significant nonconforming areas.

In the developed area, the protection of neighborhoods means that zoning regulations must closely match what is on the ground and few uses should be nonconforming. Except where land values are so high and the neighborhood so desirable that the marketplace is forcing redevelopment, the fact is that nonconforming uses will remain so for many years. Only the most noxious uses should be nonconforming. The test should be whether the use is such a nuisance or so negative to the community that it needs to be eliminated.

Residential areas should not be zoned so they are nonconforming. It is clear that areas that are nonconforming are less likely to seek reinvestment than areas that are conforming. These older areas need every encouragement to reinvest in the homes and neighborhood. Areas that have a significant number of nonconforming lots include older portions of the City that were established before the adoption of zoning in the City of Paducah.”

Bringing this structure into the Neighborhood Services Zone would afford additional protections to this home. The exterior changes in this zone are approved and administered by the Historic Architectural Review Commission (HARC). Because this home is on a prominent corner and on a major thoroughfare into the Fountain Avenue Neighborhood, additional protections afforded to this home, and by extension it’s neighbors, would help to further the goals and objectives of establishing the historic district.

EXCERPT FROM THE PADUCAH ZONING ORDINANCE

Sec. 126-120. Neighborhood Services Zone, NSZ

The purpose of this zone is to provide for primarily residential uses and encourage such development by right, according to standards that will ensure harmony with the existing historic residential environment. Limited commercial uses may be introduced provided compliance with a conditional use permit upholding the historic fabric of the neighborhood.

1. *Principal permitted uses.*
 - a. Single-family dwellings.

1. Minimum lot area: Eight thousand (8,000) square feet
2. Minimum lot width: Fifty (50) feet.
- b. Two-family dwellings.
 1. Minimum lot area: Four thousand (4,000) square feet per unit.
 2. Minimum lot width: Fifty (50) feet (per structure).
- c. Park, playground or community center owned and operated by a governmental agency.
- d. Special event short-term rentals.
2. *Conditionally permitted uses.* The following shall require written approval from the Historical and Architectural Review Commission:
 - a. Multi-family dwellings.
 1. Minimum lot area: Three thousand (3,000) square feet per unit.
 2. Minimum lot width: Sixty (60) feet.
 - b. Home occupations.
 - c. Professional offices.
 - d. Daycares.
 - e. Beauty shops and barbershops.
 - f. Places of worship.
 - g. Short-term rentals.
 - h. The following uses, provided they are conducted wholly within a building except for off-street loading and unloading:
 1. Retail establishments (product processing is allowed only if the products are sold at retail on the premises);
 2. Personal and convenience service establishments;
 3. Restaurant (excluding drive-thru);
 4. Any other use not listed which, in the HARC's opinion, would be compatible with the above uses.
3. *Minimum yard requirements.*
 - a. Front yard: Twenty-five (25) feet.
 - b. Side yard: Six (6) feet.
 - c. Rear yard: Twenty-five (25) feet.
4. *Minimum area requirements for non-residential structures:*
 - a. Minimum lot area: Eight thousand (8,000) square feet.
 - b. Minimum lot width: Fifty (50) feet.

5. *Maximum building height.* Thirty-six (36) feet, however, additional feet may be allowed with design approval from the HARC based on the scale of adjacent structures.
6. *Additional regulations:*
 - a. Off-street loading areas may not face any public right-of-way.
 - b. No loading or unloading shall be allowed between 9:00 p.m. and 7:00 a.m.
 - c. The Historical and Architectural Review Commission (HARC) shall have sole jurisdiction as a special board of adjustment over the NSZ pursuant to KRS 82.026 and 100.217.
7. *Plan approval required for new construction and for changes in exterior appearance.* In order to maintain the existing character of the neighborhood; plans for architectural design, site layout or changes in style of architectural elements must be approved by the Historical and Architectural Review Commission (HARC). The HARC may require changes to the plan as deemed necessary or desirable to ensure proper design standards, to minimize traffic difficulties, to safeguard adjacent properties and to preserve the intent of the NSZ.
 - a. Certificate of Zoning Compliance required.
 1. No person shall, without first applying for and obtaining a special conditional use permit, to be known as a Certificate of Zoning Compliance, make any changes in exterior appearance to any exterior portion of any structures in the NSZ. A Certificate of Zoning Compliance must be issued by the Planning Department before a building permit can be obtained.
 2. Infill/new construction and additions to existing structures. All new construction and additions to existing structures must first be issued a Certificate of Zoning Compliance before any construction begins.
 3. Existing structures.
 - i. Changes to the design or style of any exterior feature on an existing structure requires a Certificate of Zoning Compliance.
 - ii. Administrative approvals. In the following instances, Certificates of Zoning Compliance can be issued by the Zoning Administrator.
 - A. In instances where the design or style of any exterior feature is replicated and replaced with a new material, the Zoning Administrator has the authority to administratively approve the application for a Certificate of Zoning Compliance. The proposed materials must comply with the approved building materials list found in the design guidelines.
 - B. New accessory structures that use the same building materials and an appropriately sized and style of windows and doors that complement the existing primary structure can be administratively approved. Features considered include structure orientation, openings, roof pitch, siding and color scheme.
 - C. Cutting or removal of trees that are more than one (1) foot in diameter measured at one (1) foot off of the ground require a Certificate of Zoning Compliance. Removal of trees can be approved administratively.

- D. Changing the color of a surface that has already been painted can be approved administratively.
 - E. Fences that are determined to comply with the advisory design guidelines can be approved administratively.
 - F. Any proposed demolition of a principal structure requires a Certificate of Zoning Compliance prior to obtaining a demolition permit. Demolitions outside of the Demolition Control Zone can be approved administratively.
- b. Applications for a Certificate of Zoning Compliance.
- 1. Applications for a Certificate of Zoning Compliance are submitted to the Planning Department.
 - 2. A public hearing is required on all applications except for administrative approvals as outlined in this section.
 - 3. Grounds for granting a Certificate of Zoning Compliance. The HARC must make written findings of fact as follows:
 - i. The proposed exterior changes comply with the intent of the Neighborhood Services Zone.
 - ii. The proposed exterior changes are in harmony with the adopted design guidelines.
 - iii. The HARC shall adopt design guidelines for the NSZ to act as a guide for board decisions on plan approvals and changes to the exterior appearance of existing structures. The document shall be made available to the public to aid in the design approval process.
 - iv. Maintenance and safety standards.
 - A. All buildings within this zone shall be maintained to meet the requirements of the building code and property maintenance codes of the City.
 - B. Nothing in this section shall be construed to prevent the City Building Officials from enforcing all State statutes and provisions of this code and any other ordinances of the City pertaining to the public safety.
 - v. Appeals. Any person aggrieved by any action of the Zoning Administrator may appeal their decision to the HARC pursuant to KRS 100.257. Any person aggrieved by any action of the HARC may appeal the decision to the Circuit Court in the manner prescribed for appeals from actions of boards of adjustment.

CONSIDERATIONS -- CONDITIONAL USE REQUEST

Acting under the statutory authority contained in KRS 100.202 (5) and codified in Section 126-176 (g) of the Paducah Zoning Ordinance, the Petitioner has requested the home be utilized as a short-term rental.

Section 126-68 of the Paducah Zoning Ordinance indicates the criteria required to approve conditional uses. The Planning Commission must find that:

- 1. The proposed conditional use is to be located in a zone wherein such use may be permitted; and
- 2. The conditional use...

- Is consistent with the spirit, purpose and intent of this chapter,
- Will not substantially and permanently injure the appropriate use of neighboring property, and
- Will serve the public convenience and welfare

The Petitioner requests to operate a short-term rental at 200 Fountain Avenue. Short-term rentals are conditionally permitted in the Neighborhood Services Zone, pursuant to Section 126-120 (2) (g) of the Paducah Zoning Ordinance.

The entire house is proposed to be a STR with additional access to the fenced backyard. The home contains two bedrooms. The number of guests is proposed to be no more than four at a time.

The site has a driveway off Fountain Avenue in which guests would park. The driveway is approximately 65' long, which can accommodate two or three vehicles tandem-style. There is also on-street parking on Fountain Avenue available if needed. A garage exists at the end of the driveway that will be retained for the Petitioner's private use.

The Petitioner has no specific guest demographic in mind, but would like for visitors to stay multiple days or for the weekends. One-night stays could be a secondary option. The STR is intended for guests that would like to visit Paducah and all our amenities.

This location is not within a residential subdivision. This site is on the edge of the NSZ and within the Jefferson Street-Fountain Avenue Historic District. The home also fronts on Jefferson Street, a high-volume collector street in this location. An apartment complex and a commercial business are located on the south side of Jefferson Street across from this location.

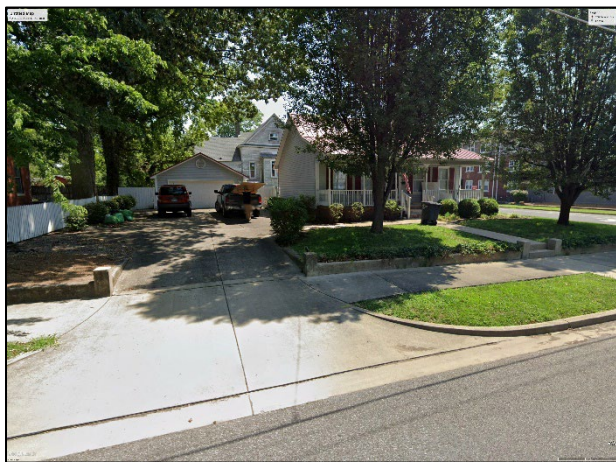
The proposed STR is centrally located in the City of Paducah. This site has easy vehicular access. The site is one block from Broadway, which is a minor arterial. The site is three blocks from Martin Luther King Jr. Drive/ Park Avenue, also major arterials. Further, the site is centrally located to shopping, dining and entertainment in both downtown Paducah and in the Regional Trade Center. All of Paducah's other historic districts are nearby.

The Fire Prevention Division has not offered any specific concerns regarding this request.

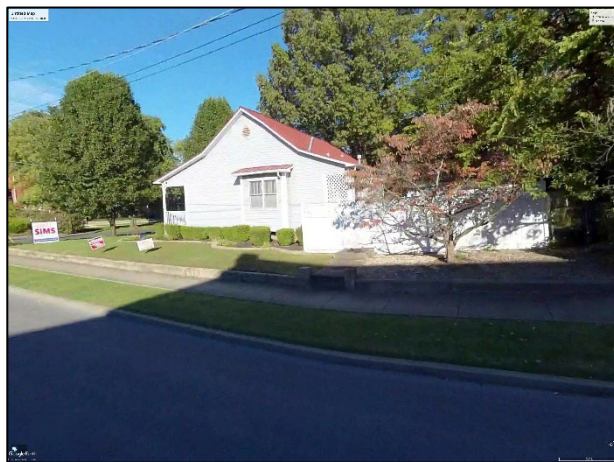
Staff is recommending approval of the conditional use permit based on the following findings of fact:

1. The site has convenient ingress and egress to Broadway which is a minor arterial.
2. The site has convenient ingress and egress to Martin Luther King Jr. Drive/ Park Avenue, both of which are major arterials.
3. The site is not within a residential subdivision.
4. The site is on the edge of the Neighborhood Services Zone.
5. An apartment building and commercial building are located to the south of the site, which minimizes an entirely residential character.
6. The number of guests will be limited to no more than four at a time.
7. The site is centrally located within the City of Paducah, giving guests easy access to shopping, dining and entertainment in both the downtown area and at the Regional Trade Center.
8. The site is within the Jefferson Street-Fountain Avenue Historic District.

9. Other City of Paducah historic districts are nearby, affording guests a unique cultural experience.
10. The driveway contains sufficient parking for up to three vehicles tandem-style.



Looking east into the site



Looking north into the site

RECOMMENDED MOTION

Based on the above, staff recommends approval of the rezoning and conditional use request and recommends the following motion:

I move that this Commission adopt a resolution approving the Neighborhood Services Zone classification for property located at 200 Fountain Avenue.

I further move that the approval be based on the following findings of fact:

1. *The rezoning is in compliance with the City of Paducah Comprehensive Plan.*
2. *The Comprehensive Plan speaks at length about the abolishment of nonconforming uses, stating specifically that nonconformity should be viewed as undesirable.*
3. *The rezoning of this lot would remove the nonconforming status of the lot in the R-1 Zone to a conforming status in the Neighborhood Services Zone.*
4. *The site is in the Jefferson Street-Fountain Avenue Historic District.*
5. *The site is on a prominent corner leading into the greater Fountain Avenue Neighborhood. Additional protections would be placed on the home and the neighborhood at large, by way of exterior approvals being reviewed by the Historic Architecture Review Commission.*
6. *An apartment building and commercial building are located to the south of the site, which minimizes an entirely residential character as the R-1 Zone would suggest.*
7. *The Neighborhood Services Zone is located adjacent to this site, therefore spot zoning would be negated.*

I further move that this Commission approve the conditional use request of Nathan Myers for a short-term rental to be located in the Neighborhood Services Zone at 200 Fountain Avenue.

I further move that the approval be based on the following findings of fact:

- 1. The site has convenient ingress and egress to Broadway which is a minor arterial.*
- 2. The site has convenient ingress and egress to Martin Luther King Jr. Drive/ Park Avenue, both of which are major arterials.*
- 3. The site is not within a residential subdivision.*
- 4. The site is on the edge of the Neighborhood Services Zone.*
- 5. An apartment building and commercial building are located to the south of the site, which minimizes an entirely residential character.*
- 6. The number of guests will be limited to no more than four at a time.*
- 7. The site is centrally located within the City of Paducah, giving guests easy access to shopping, dining and entertainment in both the downtown area and at the Regional Trade Center.*
- 8. The site is within the Jefferson Street-Fountain Avenue Historic District.*
- 9. Other City of Paducah historic districts are nearby, affording guests a unique cultural experience.*
- 10. The driveway contains sufficient parking for up to three vehicles tandem-style.*

NEXT STEPS:

Should the Commission be inclined to approve the Conditional Use permit:

- The Petitioner will need to obtain a City of Paducah business license from the Finance Department.
- The Petitioner will need to file a McCracken County Transient Room Tax Form with the McCracken County Finance Department.
- A Certificate of Land Use Restriction (CLUR) will be recorded at the McCracken County Clerk's Office.
- Building permits may be required from the Fire Prevention Division.
