



**CITY COMMISSION MEETING
AGENDA FOR OCTOBER 22, 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

PROCLAMATION “Hunger and Homelessness Awareness Month” - Heather Anderson

PRESENTATION HUB International - D. J. Story - Benefits Advisor

ADDITIONS/DELETIONS

PUBLIC COMMENTS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for October 3, 2024, Joint Special Called Meeting between the Paducah Board of Commissioners and the McCracken County Fiscal Court, and the October 8, 2024, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Appointment of Denny Roof and Michele Murphy to the Civic Beautification Board
	E.	Authorized Contract Modification No. 7 for the Robert Cherry Civic Center Project.
	F.	Approve the Application for a 2024 Ky Office of Homeland Security State and Local Cyber Grant for the Technology Department. -- E.STUBER
	G.	Approve Release of all Claims, and Ratify the Mayor's signature and execution of the Release of All Claims against Kenneth W. Flournoy and El Camino Logistics, LLC, dated October 10, 2024.

		H.	Purchase of One (1) 3/4Ton Service Truck and One (1) 1Ton Service Truck
		I.	Use of Spending Credits for Eligible Employees Pursuant to the City's Group Health Plan for the 2025 Plan Year - S. WILCOX
		J.	Approve Strategic Health Risk Advisor & Strategic Benefit Placement Services with HUB – S. WILCOX
		K.	Administrative Services Agreement with Anthem Blue Cross Blue Shield - S. WILCOX
		L.	Health, Vision, and Dental Benefit Plan Premiums for 2025 - S. WILCOX
		M.	Stop Loss Insurance with Voya Financial Advisors. Inc. - S. WILCOX
		N.	Authorize the Application and Acceptance of a Kentucky League of Cities Liability Grant in the Amount of \$3,000. -- S. Wilcox
	II.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Adopt a new Interlocal Agreement for the Paducah/McCracken County Geographic Information System.”. E. Stuber
		B.	Amending Chapter 78 Personnel Ordinance - S. WILCOX
		C.	Amend Interlocal Agreement for Provisions of Emergency 911 Services with McCracken County. D JORDAN
		D.	Amend Ordinance Creating a Real Estate Parcel Fee for the Funding of 911 services, Maintenance and Equipment. D JORDAN
	III.	<u>DISCUSSION</u>	
		A.	Main Street C. Gault
	IV.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	V.	<u>EXECUTIVE SESSION</u>	

At a Special Called Meeting of the Paducah Board of Commissioners held jointly with the McCracken County Fiscal Court, on Thursday, at 5:00 p.m., in Courtroom C of the McCracken County Courthouse located at 300 Clarence Gaines Street, Paducah, Kentucky, Mayor Bray and Judge Clymer presided.

Upon a call of the roll, the following Fiscal Court members answered to their names: Commissioners Bill Bartleman, Richard Abraham, Edwin Jones, and Judge Executive Craig Clymer. (4)

Upon call of the roll by City Manager Daron Jordan, the following answered to their names: Commissioners Guess, Henderson, Wilson, and Mayor Bray (4). Commissioner Smith was unable to attend.

KENDIG KEAST COLLABORATIVE WORKSHOP

A copy of the presentation PowerPoint is included in the minute folder.

COUNTY ADJOURN

Motion to adjourn made by Commissioner Jones and seconded by Commissioner Abraham. All parties present voting Aye

CITY ADJOURN

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

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

TIME ADJOURNED: 6:25 p.m.

ADOPTED: October 22, 2024

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, October 8, 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 Communications Manager Pam Spencer, the following Henderson and Wilson were unable to attend the meeting.

INVOCATION

Commissioner Smith led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PUBLIC COMMENTS:

Cathy Coad – Widening Pecan Drive
Rick Robertson – Refugee Relocation Program

MAYOR REMARKS

Communications Manager Pam Spencer offered the following summary:

Clarification of Information Regarding Refugee Resettlement Program.
“Mayor George Bray wanted to clarify information regarding a September 30 meeting in which the Healthy Paducah Coalition heard a presentation from the Director of Catholic Charities with the Diocese of Owensboro regarding information about the refugee resettlement process. Mayor Bray said that misinformation has been circulating in the community. The Paducah Board of Commissioners received a letter today from Diocese of Owensboro Chancellor and Chief Administrative Officer Tom Lilly clarifying the resettlement process. Mayor Bray asked City Manager Daron Jordan to read the letter in its entirety at the meeting. (The letter will become a part of the Minutes file for this meeting).

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 Communications Manager to read the items on the Consent Agenda.

I(A)	Approve Minutes for the September 17, 2024, and September 30, 2024 Special Called Board of Commissioners Meetings
I(B)	Receive and File Documents: <u>Minute File:</u> 1. Special Called Meeting Notice September 30, 2024 Meeting of the Board of Commissioners <u>Deed File:</u> 1. Deed in Lieu of Foreclosure – Christopher Helm, Thomas Eric Helm, and Elizabeth Anne Helm to City of Paducah – 1104 Ellis Street – MO #2951 2. Deed in Lieu of Foreclosure – Christopher Helm, Thomas Eric Helm, and Elizabeth Anne Helm to City of Paducah – 1128 North 13th Street – MO #2951 <u>Contract File:</u> 1. Tower Lease with SBAS Towers X, LLC – 911 Radio Upgrade – MO #2923 2. Agreement to Purchase One Crew Cab Dump Truck from Linwood Motors – MO #2955 3. Agreement to purchase One ¾ ton pickup truck from Linwood Motors – MO #2956 4. Reimbursement Agreement with Paxton Park Golf Board d/b/a Paxton Park Municipal Golf Course for purchase of a Greens Mower – MO #2957 5. Notice of Award – National Park Service Paul Bruhn Grant - \$750,000 MO #2958 6. Employment Agreement – Carol Gault – Planning Director – MO #2960 7. Professional Services Agreement between City of Paducah and Thomas Barnett – No Commission Action – signed by City Manager Daron Jordan <u>Financials:</u> 1. Paducah Water Works – Month Ended August 31, 2024 <u>Bids and Proposals File:</u> 1. One Crew Cab Dump Truck for Public Works Department a. Linwood Motors – MO #2955

	b. Tim Short Ford of Morehead c. Tim Short Chrysler, Dodge, Jeep, Ram of Morehead 2. One ¾ Ton Pickup Truck for Parks Department a. Linwood Motors – MO #2956 b. Tim Short Ford of Morehead c. Tim Short Chrysler, Dodge, Jeep, Ram of Morehead
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WEST KENTUCKY COMMUNITY & TECHNICAL COLLEGE AND PADUCAH JUNIOR COLLEGE, INC. IN THE AMOUNT OF \$85,000 FOR THE OPERATION OF THE PUBLIC AND GOVERNMENT ACCESS CHANNELS. (MO #2963; BK 13)
I(E)	A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH CRITTENDEN COUNTY VOLUNTEER FIRE DEPARTMENT TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME. (MO #2963; BK 13)
I(F)	A MUNICIPAL ORDER ACCEPTING THE BID OF INFRASTRUCTURE PRECAST, INC., FOR SALE TO THE CITY OF PADUCAH REINFORCED CONCRETE PIPES RELATED TO THE FRIEDMAN LANE PIPE REPLACEMENT PROJECT IN THE TOTAL AMOUNT OF \$73,728, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME. (MO #2965; BK 13)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY FOR A KENTUCKY TRANSPORTATION CABINET GRANT FOR THE COUNTY PRIORITY PROJECTS PROGRAM TO SUPPLEMENT THE STREET REHABILITATION PROGRAM BUDGET FOR FISCAL YEAR 2026. (MO #2966; BK 13)

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

Adopted on call of the roll yeas, Commissioners Guess, Smith, and Mayor Bray (3).

ORDINANCE ADOPTION

ACCEPTANCE OF PERMANENT UTILITY EASEMENT FROM OWNER OF PROPERTY LOCATED AT 723 CRUSE AVENUE

Commissioner Smith offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “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.” This Ordinance is summarized as follows: This Ordinance authorizes the City of Paducah to accept a Permanent Utility Easement between TC-3 LLC and the City of Paducah, 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.

Adopted on call of the roll yeas, Commissioners Guess, Smith, and Mayor Bray (3). (ORD 2024-10-8824; BK 37)

ORDINANCE INTRODUCTIONS

ADOPT INTERLOCAL AGREEMENT FOR THE PADUCAH/McCRACKEN COUNTY GEOGRAPHIC INFORMATION SYSTEM

Commissioner Guess offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATIVE AGREEMENT WITH McCRACKEN COUNTY FISCAL COURT, PADUCAH WATER WORKS, PADUCAH POWER SYSTEM, PADUCAH McCRACKEN COUNTY JOINT SEWER AGENCY, AND McCRACKEN COUNTY PROPERTY VALUATION ADMINISTRATOR FOR THE PROVISION AND

October 8, 2024

MAINTENANCE OF THE GEOGRAPHIC INFORMATION SYSTEM FOR THE MAPPING OF McCracken County.” This ordinance is summarized as follows: An ordinance authorizing the Mayor to execute an Interlocal Agreement which adds the McCracken County Property Valuation Administrator to the current Interlocal Agreement between the City of Paducah, McCracken County Fiscal Court, Paducah Water, Paducah Power and Paducah McCracken County Joint Sewer Agency for the provision and maintenance of the Geographic Information System for the Mapping of McCracken County. This Agreement allows the PVA to provide in-kind services for the benefit of GIS in lieu of payment as was required by all other members.

AMEND CHAPTER 78 – PERSONNEL ORDINANCE

Commissioner Smith offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 78, PERSONNEL ARTICLES II, BENEFITS AND LEAVE, AND ARTICLE III, COMPENSATION OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance removes any language in either Article that conflicts with and/or is addressed by collective bargaining agreements in which the rights and/or benefits may be different than those offered to non-union employees; removing any language specific to 911 employees as such language was only applicable when 911 was a stand-alone agency; adding language that allows part-time employees who work on designated Holidays to be paid at time and one half their hourly rate; including language that requires employees to follow HR-21 Sick Leave policy when requesting sick leave; defining the total amount of time Fire Department employees working 24 hour shifts may be paid while on military leave; updating the section relating to deferred compensation plans to include all deferred plans to which the City allows its employees to participate; and adding language to allow each Department to define specialty pay.

AMEND INTERLOCAL AGREEMENT FOR PROVISION OF EMERGENCY 911 SERVICES WITH McCracken County

Commissioner Guess offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY AND THE COUNTY OF MCCRACKEN, KENTUCKY FOR THE PROVISION OF 911 SERVICES.” This ordinance is summarized as follows: An ordinance authorizing the Mayor to execute an Interlocal Agreement with McCracken County which adds language to the current Interlocal Cooperation Agreement for the provision of 911 service that establishes a Joint Appeals Board which will be responsible for hearing those appeals of classification of property after review and denial by staff.

AMEND ORDINANCE CREATING A REAL ESTATE PARCEL FEE FOR FUNDING OF 911 SERVICES, MAINTENANCE AND EQUIPMENT

Commissioner Smith offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE REPEALING ORDINANCE NO. 2024-06-8816 AND ADOPTING A NEW ORDINANCE ESTABLISHING AND IMPOSING A FEE ON ALL OCCUPIED REAL ESTATE PARCELS LOCATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF PADUCAH TO FACILITATE FUNDING FOR THE PROVISION OF JOINT 911 SERVICES AS MORE FULLY SET FORTH IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PADUCAH AND MCCRACKEN COUNTY.” This ordinance is summarized as follows: The City of Paducah previously adopted an ordinance establishing a parcel fee on all occupied real estate parcels located within the territorial limits of the City of Paducah to facilitate funding for the provision of 911 services. Subsequent thereto, it was determined that all appeals filed by citizens for reconsideration of classification of property should first be considered by City staff which would prevent the Joint Appeals Board from having to convene to hear those appeals that staff can resolve by granting the requests made in said appeals. This new ordinance adds language to the previously-enacted ordinance to that effect.

October 8, 2024

DISCUSSION

QUARTERLY GRANT REVIEW

Grants Administrator Hope Reasons provided an update of grants activity.

COMMENTS

- Commissioner Guess: Thanked the Mayor for clearing up a lot of misinformation circulating about the refugee issue.
- Commissioner Smith: A lot of social media focused on the City; however, this is not solely a city issue, it's a community issue.

EXECUTIVE SESSION

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b)

Adopted on call of the roll yeas, Commissioners Guess, Smith, and Mayor Bray (3)

RECONVENE IN OPEN SESSION

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

Adopted on call of the roll yeas, Commissioners Guess, Smith, and Mayor Bray (3)

ACTION FOLLOWING EXECUTIVE SESSION

MUNICIPAL ORDER

Commissioner Smith offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER ACKNOWLEDING THAT THE PADUCAH BOARD OF COMMISSIONERS AUTHORIZES THE MAYOR AND/OR CITY MANAGER, OR THEIR DESIGNEES, TO ACT AS AGENTS FOR THE CITY OF PADUCAH, KY IN THE MATTER OF TENDERING AN OFFER NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000), FOR THE PURCHASE OF CERTAIN REAL PROPERTY AND THAT UPON ACCEPTANCE OF THE OFFER BY THE SELLER THE MATTER WOULD RETURN TO THE PADUCAH CITY COMMISSION FOR FINAL ACTION."

Adopted on call of the roll yeas, Commissioners Guess, Smith, Mayor Bray (3) **(MO #2967; BK 13)**

ADJOURN

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

Adopted on call of the roll yeas, Commissioners Guess, Smith, and Mayor Bray (3).

TIME ADJOURNED: 6:03 p.m.

ADOPTED: October 22, 2024

George Bray, Mayor

October 8, 2024

ATTEST:

Claudia S. Meeks, Assistant City Clerk

October 22, 2024

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Cancellation of September 10, 2024, Board of Commissioners Meeting
2. Notice of Called Joint Meeting between Paducah Board of Commissioners and McCracken Fiscal Court – October 3, 2024
3. Letter from Office of Chancellor, Diocese of Owensboro sent to Mayor George Bray October 8, 2024. (Read during October 8, 2024, Board of Commissioners Meeting)
4. Information for the public regarding Refugee Resettlement Program – Diocese of Owensboro

Deed File:

1. Permanent Utility Easement – 723 Cruse Avenue, Paducah, KY ORD 2024-10-8824

Contract File:

1. Ground Lease between City of Paducah, County of McCracken and the McCracken County Sports Tourism Commissioner, pursuant to ILA entered into on September 7, 2022. (ORD 2022-09-8747)
2. Fleet Maintenance Agreement – City of Paducah – Crittenden County Volunteer Fire Department – MO #2964
3. Agreement with Infrastructure Precast, Inc. - Friedman Lane Pipe Replacement Project - – MO #2965

Financials:

1. Paducah Water Works – Years Ended June 30, 2024 and 2023

CITY OF PADUCAH
October 22, 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

10/17/2024

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
October 22, 2024**

NEW HIRES - FULL-TIME (F/T)

<u>E911</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Meeks, Nicholas R.	Telecommunicator	\$19.86/hr	NCS	Non-Ex	October 17, 2024

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

<u>FIRE - PREVENTION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Prescott, Jeff	Deputy Electrical Inspector \$27.28/hr	Deputy Electrical Inspector \$27.83/hr	NCS	Non-Ex	October 17, 2024
Tinsman, April	Deputy Fire Marshal \$39.85/hr	Deputy Fire Marshal \$41.05/hr	NCS	Non-Ex	October 17, 2024
Utz, Steve	Code Enforcement Officer \$29.32/hr	Code Enforcement Officer \$30.20/hr	NCS	Non-Ex	October 17, 2024
Willett, Matt	Code Enforcment Officer \$24.67/hr	Code Enforcment Officer \$25.16/hr	NCS	Non-Ex	October 17, 2024
<u>POLICE</u>					
Murphy, Jordan T.	Captain \$42.58/hr	Captain \$43.64/hr	NCS	Ex	October 17, 2024

TERMINATIONS - FULL-TIME (F/T)

<u>FINANCE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Rudd, Carissa	Revenue Technician I	Resignation	October 16, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Authorized Contract Modification No. 7 for the Robert Cherry Civic Center Project.

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: Authorize Contract Modification No. 7 for reduction in scope of work for the installation of a manual transfer switch, providing a credit to the City in the amount of \$3,034.03.

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: Civic Center

Account Number: PA0123

Staff Recommendation: Approve

Attachments:

1. MO - contract modification 7 – Midstates Robert Cherry Civic Center
2. 2024-10-14 PR 29 Transfer Switch Credit Recommendation
3. 2147-RFP 29-RC Civic Center CREDIT-Transfer Switch

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 7 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR THE ROBERT CHERRY CIVIC CENTER, IN THE TOTAL AMOUNT OF \$3,034.03 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

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

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

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

WHEREAS, by Municipal Order No. 2792, the City Commission approved Contract Modification No. 3 to the Agreement with Midstates Construction, Inc. for other necessary changes and credits in an amount of \$7,097.38; and

WHEREAS, by Municipal Order No. 2822, the City Commission approved Contract Modification No. 4 with Midstates Construction, Inc. for the removal and replacement of 1 ½” underground natural gas piping in an amount of \$12,369.08; and

WHEREAS, by Municipal Order No. 2823, the City Commission approved Contract Modification No. 5 to the Agreement with Midstates Construction, Inc., for a price increase in the amount of \$4,790.15 for new ventilation for the bathroom exhaust fans and additional hardware for kitchen and mechanical room doorways.

WHEREAS, by Municipal Order No. 2835, the City Commission approved Contract Modification No. 6 to the Contract with Midstates Construction, Inc., for materials and additional scope of work to include ADA parking stalls and entries, and subgrade work in the

parking lot, resulting in a total contract modification of \$166,073.30, bringing the total project to \$1,805,303.58.

WHEREAS, it is now necessary to enter into Contract Modification No. 7 with Midstates Construction, Inc. for reduction in scope of work for the installation of a manual transfer switch, providing a credit to the City in the amount of \$3,034.03, bringing the total project to \$1,802,269.55.

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

SECTION 1. The City Commission hereby approves Contract Modification No. 7 to the Agreement with Midstates Construction, Inc., for a reduction in scope of work for the installation of a manual transfer switch, providing a credit to the City in the amount of \$3,034.03, bringing the total cost of the project to \$1,802,269.55.

SECTION 2. The adoption of Contract Modification No. 7 decreases the Agreement amount by \$3,034.03, reducing the total agreement to an amount of \$1,802,269.55.

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, October 22, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, October 22, 2024
mo\contract modification 7 – Midstates Robert Cherry Civic Center



October 14, 2024

Jeff Canter, AIA
PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Proposal Review and Recommendation
RFP 29 – Transfer Switch Credit
Renovation to the Robert Cherry Civics Center
City of Paducah
Paducah, Kentucky
Marcum No. 21626

Dear Jeff,

Marcum Engineering has reviewed the referenced October 14, 2024 proposal (\$3,034.03) credit from MidStates Construction Co., Inc. and recommends the MPE portion of the proposal.

Please let me know if you have any questions.

Sincerely,

MARCUM ENGINEERING, LLC

A handwritten signature in black ink that reads 'Bryan Atkins'.

Bryan Atkins, PE
Project Manager/Mechanical Engineer

Cc: Logan Gay, MidStates Construction
Ryan Norris, Marcum Engineering
Micah Cope, Marcum Engineering

MIDSTATES CONSTRUCTION CO INC

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

PHONE: 270-442-5477

FAX: 270-442-8526

October 14, 2024

PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147
(RFP 29)-(Response to Marcum engineering RFP-08 Transfer Switch Credit)

Attn: Jeff Canter, NCARB, AIA

Please find below breakdown, including attachment, of material and labor to provide the City of Paducah with a credit on the above referenced project based on the transfer switch no longer being necessary due to the use of Kirk Keys in the MPD for back-up generator power to the entire building.

	<u>Material</u>	<u>Labor</u>	<u>Sub</u>
Item #1: Credit Transfer Switch & Start Up/Testing, Electrical Labor & Conduit and fittings completed to date, Overhead/Profit/Tax reduced per scope Jay's Electric: SEE ATTACHED			\$3,218.47
Item #2: Kirk Key Locks & Breakers Jay's Electric: SEE ATTACHED			\$12,712.78
Item #3: Camlock Box Jay's Electric: SEE ATTACHED			<u>\$2,623.50</u>
			\$18,554.75

Total Material, Labor, & Sub:	\$18,554.75
5% Overhead:	\$927.74
5% Profit:	<u>\$927.74</u>
	\$20,410.23
1% Bond	<u>\$204.11</u>
Total:	\$20,614.34

Total Amount of Item 1.05 of Change Order 01 Approved on 7/14/2023:	\$23,648.37
Less Actual work in place to provide back-up generator power for entire building:	<u><\$20,614.34></u>
Total amount in excess of actual work in place:	\$3,034.03

The total amount to be credited back to the City of Paducah for actual work in place to provide back-up generator power for the entire building is <\$3,034.03>

Change order

#2

Revised

Jay's Electric, Inc.

156 Ross Lane
 Benton, Kentucky 42025
 Tel. (270) 527-2201
 Fax (270) 527-2202

WORK PERFORMED AT: Robert Cherry Civic Center

BILL TO: Midstates Construction

ATT: Logan

Salesperson:	Brandon Harmon	Date of order:	9/23/24
Invoice number:		Invoice date:	
Order number:			

ITEM NO.	QTY.	DESCRIPTION	PRICE EACH	AMOUNT
		RFP-2 Response to RFI-1 Manual Transfer Switch & Response to RFP-8 Transfer Switch Credit		
1	1	Manual Transfer Switch-See attached 24week lead time	14,295.00	0.00
	1	Start up and testing	1,200.00	0.00
	32	Labor to install over the 60amp disconnect	65.00	2,080.00
	1	Junction box, LB's, Myers Hubs, Grounding Bushings, etc..	798.00	798.00
	1	OH&P	292.59	292.59
	1	Tax	47.88	47.88
2		Items from Change Order #4		
	1	Kirk Key locks and breaker	8,144.38	8,144.38
	1	Electrical Labor	2,080.00	2,080.00
	1	Conduit and Fittings	795.00	795.00
	1	OH&P	1,157.04	1,157.04
	1	Taxes	536.36	536.36
3		Items from Change Order #5		
	1	Camlock Box	2,250.00	2,250.00
	1	Tax	135.00	135.00
	1	OH&P	238.50	238.50

Sub total:	18,554.75
rate: 10% Overhead, Profit	0.00
KY Sales Tax 6%	0.00
You pay this amount:	18,554.75

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Approve the Application for a 2024 Ky Office of Homeland Security State and Local Cyber Grant for the Technology Department. --**E.STUBER**

Category: Municipal Order

Staff Work By: Eric
Stuber, Hope Reasons
Presentation By: Eric
Stuber

Background Information: The FY 2024 SLCGP addresses the 2020-2024 DHS Strategic Plan by helping DHS achieve Goal 3: Secure Cyberspace and Critical Infrastructure. This includes Objective 3.3: Assess and Counter Evolving Cybersecurity Risks. Additionally, the FY 2024 SLCGP supports the 2022-2026 FEMA Strategic Plan, which outlines a bold vision with three ambitious goals, including Goal 3: Promote and Sustain a Ready FEMA and Prepared Nation, under which falls Objective 3.2: Posture FEMA to meet current and emergent threats. The FY 2024 SLCGP also aligns with the Cybersecurity and Infrastructure Security Agency's (CISA) 2024–2025 Strategic Plan, which encompasses Goal 1: Cyber Defense, Goal 2: Risk Reduction and Resilience and Goal 3: Operational Collaboration.

The City of Paducah Technology Department is requesting funding for three areas:

1. Active Directory password policy strengthening and monitoring
2. SysLog Server
3. Secure WiFi network with 802.1x protocol

The Technology Department is applying for an amount not to exceed \$50,000. The grant requires a 30% match.

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: 10000501-523070

Staff Recommendation: Approve the application for a KOHS State and Local Cyber Grant and authorize the Mayor to sign all documentation related to same.

Attachments:

1. MO - app-Homeland Security Cybersecurity Grant 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY FOR A CYBERSECURITY GRANT THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY IN AN AMOUNT NOT TO EXCEED \$50,000

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary to apply for a Cybersecurity Grant through the Kentucky Office of Homeland Security in an amount not to exceed \$50,000, for the following three areas:

1. Active Directory password policy strengthening and monitoring
2. SysLog Server
3. Secure WiFi network with 802.1x protocol

SECTION 2. This grant requires a 30% match, which will be paid from Account Number 1000 0501 523070.

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, October 22, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, October 22, 2024
\\mo\grants\app-Homeland Security Cybersecurity Grant 2024

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Approve Release of all Claims, and Ratify the Mayor's signature and execution of the Release of All Claims against Kenneth W. Flournoy and El Camino Logistics, LLC, dated October 10, 2024.

Category: Municipal Order

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

Background Information: On or about September 27, 2022, a motor vehicle accident occurred at the intersection of H. C> Mathis Drive and Park Avenue, resulting in property damage to the Robert Cherry Civic Center. This accident and property damage resulted in a lawsuit being filed by the City of Paducah against Kenneth W. Flournoy and El Camino Logistics, LLC to recover damages. Settlement negotiations resulted in the City of Paducah receiving the sum of \$150,000 and requiring the City of Paducah to execute a Release of all claims against Defendants, Kenneth W. Flournoy and El Camino Logistics, LLC. This action authorizes the Mayor to execute said Release of of claims, and ratifies his signature on said agreement, which was executed October 10, 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: Approve Release of all Claims, authorize Mayor to execute same and ratify Mayor's signature of October 10, 2024.

Attachments:

1. MO - Release of all Claims - Flournoy and El Camino Logistics - Cherry Civic Center
2. Release of All Claims - Cherry Civic Center

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE EXECUTION OF A RELEASE OF ALL CLAIMS AGAINST KENNETH W. FLOURNOY AND EL CAMINO LOGISTICS, LLC FOR DAMAGES INCURRED TO THE ROBERT CHERRY CIVIC CENTER AND RATIFYING THE MAYOR'S SIGNATURE

WHEREAS, On or about September 27, 2022, a motor vehicle accident occurred at the intersection of H. C. Mathis Drive and Park Avenue, resulting in property damage to the Robert Cherry Civic Center; and

WHEREAS, this accident and property damage resulted in a lawsuit being filed by the City of Paducah against Kenneth W. Flournoy and El Camino Logistics, LLC to recover damages; and

WHEREAS, Settlement negotiations resulted in the City of Paducah receiving the sum of \$150,000 and requiring the City of Paducah to execute a Release of all claims against Defendants, Kenneth W. Flournoy and El Camino Logistics, LLC.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

Section 1. The Board of Commissioners authorizes the Release of Claims, and hereby ratifies and confirms the Mayor's signature affixed thereto.

Section 2. 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, October 22, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, October 22, 2024
mo\release of all claims Flournoy and El Camino Logistics – Cherry Civic Center

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Purchase of One (1) 3/4Ton Service Truck and One (1) 1Ton Service Truck

Category: Municipal Order

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

Background Information: On September 26, 2024, sealed written bids were opened for the purchase of One (1) 3/4Ton Service Truck to be used by the Paducah Public Works Maintenance Division and One (1) 1Ton Service Truck to be used by the Paducah Floodwall Department. One bid was received. Linwood Motors was the responsive and responsible bidder in accordance with the specification, at a price of \$63,422.00 for the 3/4Ton Service Truck and \$105,074.00 for the 1Ton service truck. With a delivery time of 180 days for each after contract execution. The purchase price would be a total of \$168,496.00.

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 both the purchase of One (1) 3/4Ton Service Truck for use by the Paducah Public Works Maintenance Division at a price of \$63,422.00 and One (1) 1Ton Service Truck for use by the Paducah Floodwall Department at a price of \$105,074.00 in accordance with the specifications. For a total price of \$168,496.00.

Attachments:

1. MO - purchase two service trucks –Maintenance Division and Floodwall Division
2. 00020 - Invitation to Bid_3/4 Ton Service Truck
3. Bid Tab - 3_4Ton Service Truck
4. 00500 - Agreement_proposed_Linwood_3/4Ton Service Truck
5. Spec Pick Up List_3/4Ton Service Truck
6. Linwood bid - One 3_4Ton Service Truck
7. 00020 - Invitation to Bid_1Ton Service Truck
8. Bid Tab -1Ton Service Truck
9. 00500 - Agreement_proposed_1Ton Service Truck
10. Spec Pick Up List_1Ton Service Truck
11. Linwood bid_1Ton Service Truck

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF PADUCAH ONE ¾-TON SERVICE TRUCK AND ONE ONE-TON PICKUP TRUCK IN THE TOTAL AMOUNT OF \$168,496, FOR USE BY THE PUBLIC WORKS DEPARTMENT MAINTENANCE DIVISION AND THE PADUCAH FLOODWALL DEPARTMENT, RESPECTIVELY, 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 \$63,422 for sale to the City of Paducah a ¾-ton service truck to be used by the Paducah Public Works, Maintenance Division, and \$105,074, for a one-ton service truck to be used by the Floodwall Division,. One bid was received. Linwood Motors was the responsive and responsible bidder in accordance with the bid specification, said bid being opened on September 26, 2024.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, in the total amount of \$168,496, for the purchase of the two service trucks, 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

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **ONE (1) 3/4TON SERVICE TRUCK** for use by the **PUBLIC WORKS MAINTENANCE DIVISION** on **Thursday, September 26, 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 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) 3/4Ton Service Truck - Maintenance Division****LOWEST EVALUATED BID****Bid Opening 09/26/24 1:00 PM**

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Jake Brenningmeyer 3345 Park Ave	
One (1) 1Ton Service Truck	\$63,422.00	

Delivery Time	180 Days	
Manufacturer:	Ram	

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes	
2. Manufacturer Specifications	Yes	
3. Warranty Information	Yes	
4. Compliance with Tech Specs form	Yes	
5. Deviations with Information	None	
Kentucky State Bidder	Yes	

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

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

AGREEMENT TO PURCHASE ONE (1) 3/4TON SERVICE 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) 3/4TON SERVICE TRUCK** to be used by the **PUBLIC WORKS MAINTENANCE DIVISION** in full compliance with the Bid Proposal Dated **September 26, 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: **Sixty-Three Thousand, Four Hundred Twenty Two Dollars (\$63,422.00)** 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 Linwood - Jake Brown
TITLE Sales Agent

ADDRESS:
3345 Park Ave
Paducah, KY 42001

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

PUBLIC WORKS DEPARTMENT

ONE (1) 3/4TON SERVICE TRUCK - PUBLIC WORKS DEPARTMENT MAINTENANCE DIVISION

BID OPENING: Thursday, Septemeber 26, 2024, 1:00 p.m., CST

No.	Official Bidder - Company/Business Name	Name of Person Picking up Specs/Plans	Mailing Address	Business Phone Number	Fax Number	E-Mail Address
1	Cherokee Truck Equip	David Ashley		423-305-6176		dashley@mlutilities.com via email 9/10/24 @ 11:12am
2	Prime Vendor	Kim Jones	4622 Cedar Ave Wilmington, NC 28403	910-805-9630		primevendor123@gmail.com via email 9/10/24 @ 11:12am
3	Linwood	Jake Brenningmeyer	3345 Park Ave Paducah, KY 42001	2704446901		jakebrenningmeyer@gmail.com via email 9/10/24 @ 11:15am
4	Alan Jay Fleet Sales	Ben Rotz	5330 US Hwy 27 S Sebring, FL 33871	512-740-2272	863-402-4221	benrotz@alanjay.com via email 9/11/24 @ 9:34am
5	Stringfellow	Craig Miller	312 S Gounth St. Suite 700 Louisville, KY 40202	502-7731350		craigmiller@stringfellow.com via email 9/17/24 @ 9:50am
6						
7						
8						
9						
10						

CITY OF PADUCAH

PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS



SPECIFICATIONS FOR THE PURCHASE OF

ONE (1) 3/4TON SERVICE TRUCK

**FOR USE BY
PUBLIC WORKS MAINTENANCE DIVISION**

SEPTEMBER 2024

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ONE (1) 3/4TON SERVICE TRUCK
for use by
PUBLIC WORKS MAINTENANCE DIVISION

CONTRACT DOCUMENTS

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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
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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) 3/4TON SERVICE TRUCK** for use by the **PUBLIC WORKS MAINTENANCE DIVISION** on **Thursday, September 26, 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 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, September 19, 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) 3/4TON SERVICE TRUCK
for use by the
MAINTENANCE DIVISION**

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

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **One (1) 3/4Ton Service Truck** for use by the **PUBLIC WORKS MAINTENANCE 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.	3/4Ton Service Truck in accordance with the Specifications	1	Each	\$ <u>63,422</u>	\$ <u>63,422</u>

Proposed Body Manufacturer, Model and Year: 24 Ram 2500 LWB 4X4

Proposed Delivery Time (days): 4-6 months - (Truck is here)

Location of the full service maintenance facility: 3345 Park Ave

Paducah, KY 42051

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: _____

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: L2NWOOD Motors
BY: Jack Hazzard DATE: 9/24/27
TITLE: Sales m.l.r
ADDRESS: 3345 PARK Ave
PADUCAH, KY 42001
PHONE: 444-6901 FAX: 442-2941
CELL PHONE: 994-2377 E-MAIL: JACKHARRAZARD@CHAZL.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: JACK BARNHARTNER

Title: SALES MGR

Company: LENHART MOTORS

Date: 5/24/24

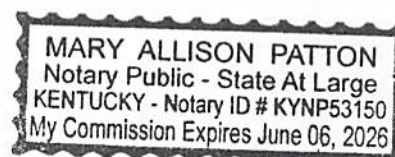
STATE OF KY)
COUNTY OF MCCRECKEN)

The foregoing instrument was sworn to and acknowledged before me this 24th day of September, 2024, by Mary Patton, office manager (title) of Linwood Chrysler Dodge Hyundai (Name of Company).

My commission expires: 06/06/2026

Mary Allison Patton
Notary Public, State at Large

SEAL



EVALUATION FORM

VEHICLE: ONE (1) 3/4Ton Service Truck for use by PUBLIC WORKS MAINTENANCE DIVISION

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) 3/4TON SERVICE 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) 3/4TON SERVICE TRUCK** to be used by the **PUBLIC WORKS MAINTENANCE DIVISION** in full compliance with the Bid Proposal Dated **September 26, 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) 3/4TON SERVICE TRUCK or use by the Public Works Maintenance Division

After consideration of all bids received for the above referenced **ONE (1) 3/4TON SERVICE TRUCK**, you are hereby notified that your Bid dated September 26, 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) 3/4TON SERVICE TRUCK**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **ONE (1) 3/4TON SERVICE TRUCK** for use by the **PUBLIC WORKS MAINTENANCE 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) 3/4 TON SERVICE 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 _____

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) 3/4TON SERVICE 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: LINWOOD M. TOW (Bidder)

Vehicle Make, Model and Year Proposed: 24 RAM 2500 LWB 4X4

SPECIFICATIONS

YES

NO

1. One (1) New 2024 or Newer 3/4Ton Reg Cab 4WD Service Truck

FEATURES

- | | | |
|---|-------------------------------------|--------------------------|
| 1. Automatic transmission with Overdrive. | ☒ | ☐ |
| 2. Minimum 6.0L Gasoline V8 | ☒ | ☐ |
| 3. Manufacturer installed air conditioning with manual controls. | ☒ | ☐ |
| 4. Manufacturer installed AM/FM radio | ☒ | ☐ |
| 5. Manufacturer installed Towing Package, mounted on rear frame rails | ☒ | ☐ |
| 6. Trailer Wiring – 6 Round Socket | ☒ | ☐ |
| 7. Full size conventional spare tire & wheel. | ☒ | ☐ |
| 8. Exterior paint Oxford White - Interior Stone or Grey | ☒ | ☐ |
| 9. Power Windows and Locks | ☒ | ☐ |
| 10. Minimum 8FT Steel Service Body Painted White to Match Truck. | ☒ | ☐ |
| 11. Minimum 1300LB Electric/Hydraulic Lift Gate | ☒ | ☐ |
| 12. Minimum 5000Watt Invertor | ☒ | ☐ |
| 13. Black vinyl floor covering (no carpet). | ☒ | ☐ |
| 14. Vinyl Seats | ☒ | ☐ |
| 15. Wheelen LED Light Bar W/ Alley Lights and Amber Modules | ☒ | ☐ |
| 16. Additional Amber Strobe Lighting in Grill and Rear Corners of Service Body | ☒ | ☐ |
| 17. 6 Switch Control Box for Emergency Lighting | ☒ | ☐ |
| 18. Switch Box Operation and Invertor Location to be Determined after Bid Award | ☒ | ☐ |

LINWOOD MOTORS
3345 PARK AVE
PADUCAH, KY 420014039

Priced Order Confirmation (POC)

Date Printed:	2024-09-24 3:03 PM	VIN:	3C6MR5AJ7RG261993	Quantity:	01
Estimated Ship Date:	2024-03-06 2:00 AM	VON:	60392470	Status:	KZ - Released by plant and invoiced
Date Ordered:	2024-01-23 11:21 AM	Ordered By:	S33385P	FAN 1:	00KDA City of Paducah KY

FAN 2:
Client Code:
Bld Number: TB4066
PO Number:

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

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

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

	Sales Code	Description	MSRP(USD)
Model:	DJ7L62	2500 TRADESMAN REG CAB 4X4 (140 In WB 8 ft 0 In Box)	48,925
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:	A61	Tradesman Level 1 Equipment Group	1,880
	GT3	Mirror Power Heat Fold Telescopic	275
	LNJ	Front Fog Lamps	195
	NAS	50 State Emissions	0
	WBN	18X8.0 Steel Wheels	295
	XEA	Tow Hooks	100
	XHC	Trailer Brake Control	395
	3AH	Price Protection - Code H	0
	AD2	Snow Chief Group	1,155
	4NU	Fuel Fill / Battery Charge	0
	2SQ	FCA Fleet Powertrain Care	0
	YG2	5.2 Additional Gallons of Gas	0
	4FT		0
	5RA	March Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	573		0
	4M1	Retail to Bid Diversion Tracking	0
	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4ES	Delivery Allowance Credit	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB4066	Government Incentives	0
Destination Fees:			1,995

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

Total Price: 55,215 .

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

PSP Month/Week:
Build Priority: 01

Instructions:

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

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

Estimate

Date	Estimate #
9/18/2024	18476

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

P.O. No.	TERMS	Rep	PHONE #	VEHICLE		
JAKE		SAM		24RAM2500CA58"		
Item	Description	Qty	U/M	Rate	Total	
KH 696-S-R	8' RAM SERVICE BODY 58" CA NO SEALS	1		6,630.00	6,630.00	
FREIGHT.	FREIGHT			460.00	460.00	
KH 77006468	2014 & LATER DODGE MOUNT 56"CA	1		147.00	147.00	
KH 34861644	78" WIDE KNAPLINED GALVA-GRIP BUMPER W/ HITCH RECESS	1		854.00	854.00	
KH 35217729	6" STRUCTURE INSTALL KIT 14 & NEWER RAM 58" CA	1		474.00	474.00	
KH 20128850	KNAPHEIDE 2020 PROPRIETARY LIGHT KIT	1		360.00	360.00	
KH 33906871	HARNES FOR 2 TO 6 AUXILLARY ITEMS FOR USE W/ FACTORY SWITCHES	1		47.00	47.00	
KH 26267971	DODGE 56"CA 6 CIRCUIT LIGHT ADAPTER	1		93.00	93.00	
PAINT	RAM WHITE			1,100.00	1,100.00	
LABOR	INSTALL BED			600.00	600.00	
TOM G2-54-1642TP38	LIFT GATE TOMMY GATE SERVICE BODY GATE 1600#	1		2,973.00	2,973.00	
FREIGHT.	FREIGHT			295.00	295.00	
LABOR				400.00	400.00	
				Subtotal	\$14,433.00	
				Sales Tax (0.0%)	\$0.00	
				Total	\$14,433.00	

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
1130	09/15/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Up-Fit (1) 3/4 Service Truck			
NEW	Whelen Liberty II Lightbar W/Alleys and Takedowns	1	2,500.00	2,500.00
NEW	Surface Mounts (Amber)	4	135.00	540.00
NEW	Switch Box	1	135.00	135.00
NEW	5000 Watt Inverter	1	625.00	625.00
4797 STOCK PARTS	Misc. Shop Materials	1	225.00	225.00
FREIGHT	Freight	1	75.00	75.00
4795 LABOR SALES	Labor	1	800.00	800.00
SUBTOTAL				4,900.00
TAX				0.00
TOTAL				\$4,900.00

Accepted By

Accepted Date



LINWCHR-01

B LENTINI JONES

DATE (MM/DD/YYYY)

6/29/2024

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

CONTACT Zach Hickson

NAME:
PHONE (A/C, No, Ext): (317) 965-2152

FAX (A/C, No):

E-MAIL: 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 INSD 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 ☐ PRO-JECT ☐ 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 - COMP/OP AGG \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		AYA737206458	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		AYU7372064575	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	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.

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **ONE (1) 1TON SERVICE TRUCK** for use by the **FLOODWALL DEPARTMENT** on **Thursday, September 26, 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 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) 1Ton Service Truck - Floodwall Department****LOWEST EVALUATED BID****BID OPENING: 1:00 PM 09/26/24**

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Jake Brenningmeyer 3345 Park Ave.	
One (1) 1Ton Service Truck	\$105,074.00	

Delivery Time	180 Days	
Manufacturer:	Ram	

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes	
2. Manufacturer Specifications	Yes	
3. Warranty Information	Yes	
4. Compliance with Tech Specs form	Yes	
5. Deviations with Information	None	
Kentucky State Bidder	Yes	

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

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

AGREEMENT TO PURCHASE ONE (1) 1TON SERVICE 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) 1TON SERVICE TRUCK** to be used by **Floodwall Department** in full compliance with the Bid Proposal Dated **September 26, 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: **One Hundred Five Thousand and Seventy-four Dollars (\$105,074.00)** 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

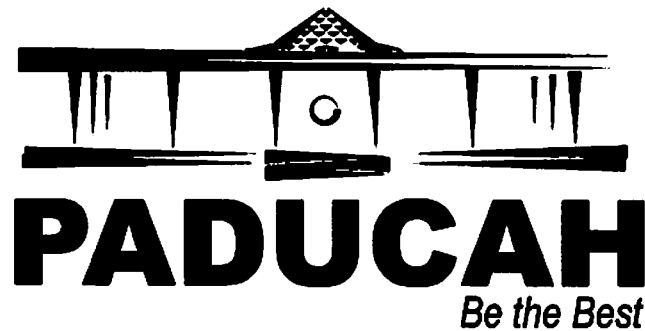
ONE (1) 1TON SERVICE TRUCK - FLOODWALL DEPARTMENT

BID OPENING: Thursday, Septemeber 26, 2024, 1:00 p.m., CST

No.	Official Bidder - Company/Business Name	Name of Person Picking up Specs/Plans	Mailing Address	Business Phone Number	Fax Number	E-Mail Address
1	Cherokee Truck Equip	David Ashley		423-305-6170		dashley@mlutilities.com via email 9/10/24 @ 11:12am
2	Prime Vendor	Kim Jones	4622 Cedar Ave Wilmington, NC 28403	910-805-9630		prime vendor 123@gmail.com via email 9/10/24 @ 11:12am
3	Lirwood	Jake Brenningmeyer	3345 Park Ave Paducah Ky 42001	270-444-6901		jakebrenningmeyer@gmail.com via email 9/10/24 @ 11:15am
4	Alan Jay Fleet Sales	Ben Rotz	5330 US Hwy 27 S. Sebring, FL 33871	512-740 2272	863-402- 4221	ben.rotz@alanjay.com via email 9/11/24 @ 9:34am
5	Stringfellow	Craig Miller	312 S South St Suite 700 Louisville, Ky 40202	502-773- 1350		craigmiller@stringfellow.biz via email 9/12/24 @ 9:50am
6						
7						
8						
9						
10						

CITY OF PADUCAH

PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS



SPECIFICATIONS FOR THE PURCHASE OF

ONE (1) 1TON SERVICE TRUCK

**FOR USE BY
FLOODWALL DEPARTMENT**

SEPTEMBER 2024

TABLE OF CONTENTS

ONE (1) 1TON SERVICE TRUCK for use by FLOODWALL 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) 1TON SERVICE TRUCK** for use by the **FLOODWALL DEPARTMENT** on **Thursday, September 26, 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 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, September 19, 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) 1TON SERVICE TRUCK
for use by the
FLOODWALL DEPARTMENT**

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

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **One (1) 1Ton Service Truck** for use by the **Floodwall 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.	1Ton Service Truck in accordance with the Specifications	1	Each	\$ <u>105,074</u>	\$ <u>105,074</u>

Proposed Body Manufacturer, Model and Year: 24 Ram 3500 4x4

Proposed Delivery Time (days): 4-6 months

Location of the full service maintenance facility: 3245 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: _____

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: Lynnwood CDR
BY: JAKE BRENNAN DATE: 9/24/24
TITLE: SALES MGR
ADDRESS: 3345 Prairie Ave
Paducah, KY 42001
PHONE: 444-6901 FAX: 442-2941
CELL PHONE: 997-2377 E-MAIL: JAKEBRENNAN@CMAZL.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: JACK BARNHART
Title: SALES MGR
Company: Linwood
Date: 9/24/24

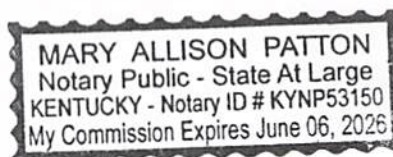
STATE OF Kentucky)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 25th day of September, 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) 1Ton Service Truck for use by Floodwall 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) 1TON SERVICE 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) 1TON SERVICE TRUCK** to be used by **Floodwall Department** in full compliance with the Bid Proposal Dated **September 26, 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) 1TON SERVICE TRUCK or use by Floodwall Department

After consideration of all bids received for the above referenced **ONE (1) 1TON SERVICE TRUCK**, you are hereby notified that your Bid dated September 26, 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) 1TON SERVICE TRUCK**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **ONE (1) 1TON SERVICE TRUCK** for use by **FLOODWALL DEPARTMENT** in full accordance with the Agreement dated _____, the Specifications any Addendums issued on or before _____, and you are to deliver the Vehicles within _____ (xx) consecutive calendar days thereafter. Therefore, the required date of delivery of the **ONE (1) 1TON SERVICE 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 _____

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.

ONE (1) 1TON SERVICE 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: Lenwood Morris (Bidder)

Vehicle Make, Model and Year Proposed: 24 Ram 3500 Reg Cab 4x4

SPECIFICATIONS

YES

NO

One (1) New 2024 or Newer 1Ton Reg Cab 4WD Dual Rear Wheel Service

1. **Truck**

FEATURES

- | | | |
|---|-------------------------------------|--------------------------|
| 1. Automatic transmission with Overdrive. | ☒ | ☐ |
| 2. Minimum 6.0L Gasoline V8 | ☒ | ☐ |
| 3. Manufacturer installed air conditioning with manual controls. | ☒ | ☐ |
| 4. Manufacturer installed AM/FM radio | ☒ | ☐ |
| 5. Manufacturer installed Towing Package, mounted on rear frame rails | ☒ | ☐ |
| 6. Trailer Wiring – 6 Round Socket | ☒ | ☐ |
| 7. Full size conventional spare tire & wheel. | ☒ | ☐ |
| 8. Exterior paint Oxford White - Interior Stone or Grey | ☒ | ☐ |
| 9. Power Windows and Locks | ☒ | ☐ |
| 10. Minimum 8FT Steel Service Body Painted White to Match Truck. | ☒ | ☐ |
| 11. 8,000LB Winch Mounted on Front of Truck. | ☒ | ☐ |
| 12. Minimum 1300LB Electric/Hydraulic Lift Gate | ☒ | ☐ |
| 13. Minimum 2Ton Electric/Hydraulic Crane Mounted on RH Side of Body. | ☒ | ☐ |
| 14. Minimum 5000Watt Invertor | ☒ | ☐ |
| 15. Black vinyl floor covering (no carpet). | ☒ | ☐ |
| 16. Vinyl Seats | ☒ | ☐ |
| 17. Wheelen LED Light Bar W/ Alley Lights and Amber Modules | ☒ | ☐ |
| 18. Additional Amber Strobe Lighting in Grill and Rear Corners of Service Body | ☒ | ☐ |
| 19. 6 Switch Control Box for Emergency Lighting | ☒ | ☐ |
| 20. Switch Box Operation and Invertor Location to be Determined after Bid Award | ☒ | ☐ |
| 21. Goodyear Duratrak Mud Tires or equivalent | ☒ | ☐ |



2024 MODEL YEAR RAM 3500 CHASSIS TRADESMAN REG CAB 60"C/A 4X4

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: **\$51,525**

RAM 3500 REG CAB CHASSIS 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: 6-Speed Automatic Aisin AS66RC HD Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags
Manual Shift-On-The-Fly Transfer Case
Anti-Spin Differential Rear Axle
Electronic Stability Control
Stationary Elevated Engine Idle
Upfitter Electronic Module (UEM)
Anti-Lock 4-Wheel Disc Brakes
Ready-Alert Braking
730-Amp Maintenance-Free Battery
220-Amp Alternator
Rear Heavy-Duty Stabilizer Bar
Push-Button Start
Sentry Key® Theft Deterrent System
Active Grille Shutters
Automatic Headlamps
Low-Beam Daytime Running Headlamps
Dashboard Pass-Thru Wire Circuits
52-Gallon Rear Fuel Tank

INTERIOR FEATURES

Uconnect® 3 with 5-Inch Touch Screen Display
Integrated Voice Command
Full-Function Media Hub with 2-USB Plus Aux Port
Delete Front Center Seat
12-Volt Auxiliary Power Outlet
Remote USB Port
Instrument Panel Mounted Auxiliary Switches
Air Conditioning
Behind the Seat Storage / Bin
Tilt Steering Column
Rear-View Day / Night Mirror
Driver / Passenger Assist Handles
Black Vinyl Floor Covering
Global Telematics Box Module (TBM)
Ram Connect (Connected Services) w/ Trial

EXTERIOR FEATURES

18-Inch x 8.0-Inch Steel Wheels
LT275/70R18E BSW On/Off-Road Tires
Manual-Folding Telescoping Black Mirrors
7-Pin Trailer Wiring Harness

Clearance Lamps
Tinted Windshield Glass
Tinted Glass Windows

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 27A \$1,880
Tradesman Level 1 Equipment Group
Upgraded Door Trim Panel
Pwr Adj Heated TT Mirrors w/ Manual Fold/Telescope
Power Windows with Front One-Touch-Down Feature
Speed-Sensitive Power-Locks
40/20/40 Split Bench Seat
Front Armrest with Cupholders
6-Speed Automatic Aisin AS66RC HD Transmission \$1,000
Heavy-Duty Truck Federal Emissions
Dual-Rear Wheels \$1,395
11.50-Inch Dual Rear Wheel Axle
17-Inch x 6.0-Inch Steel Argent Wheels
LT235/80R17E BSW All-Season Tires
Tow Hooks \$95
Trailer Brake Controller \$465

Destination Charge **\$1,995**

TOTAL PRICE: * **\$58,355**

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

VIN: 3C7-WRTAJ8RG-275541 (4-VIN: 1904

ORR-0

SHIP TO:

SOLD TO:



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



Fuel Economy and Environment



Fuel Economy

N/A
combined city/hwy city highway

N/A gallons per 100 miles

Heavy duty vehicle,
no label required.

You spend

N/A

in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel cost
N/A

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



fuel economy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

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

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



VEHICLE PROTECTION
A PRODUCT OF FCA US LLC

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

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

Estimate

Date	Estimate #
9/20/2024	18487

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

P.O. No.	TERMS	Rep	PHONE #	VEHICLE		
		SAM		RAM350060"CADRW		
Item	Description	Qty	U/M	Rate	Total	
KH 6108D54-CRK FREIGHT.	9FT SERVICE BODY W/ CRK FREIGHT	1		9,500.00	9,500.00	
KH 20095540	MOUNT FOR 6"	1		460.00	460.00	
	UNDERSTRUCTURE -RAM60" OR			473.00	473.00	
	84"CA 2014 & NEWER					
KH 20128850	KNAPHEIDE 2020 PROPRIETARY	1		360.00	360.00	
	LIGHT KIT					
KH 20170980	WIDE BODY LIGHTS	1		146.00	146.00	
KH 26267963	HARNES ADAPTOR FOR 2007 &	1		93.00	93.00	
	LATER RAM CAB &CHASSIS					
	6-CIRCUT					
PAINT	RAM WHITE			1,400.00	1,400.00	
LABOR				600.00	600.00	
	CRANE					
LIF 4000-X20	LIFTMOORE ELECTRIC CRANE	1		22,580.00	22,580.00	
	RATED 4000# @ 4'/800# @ 20'					
LIF 39506	18K OUT RIGGER			1,960.00	1,960.00	
	MANUALIN/OUT AND MANUAL					
	CRANK UP/DOWN OPERATION					
	FREIGHT			0.00	0.00	
				800.00	800.00	
	LIFTGATE					
TOM G2-S4-1642TP38	TOMMY GATE SERVICE BODY	1		3,225.00	3,225.00	
	GATE 1600#					
				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 #
9/20/2024	18487

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

P.O. No.	TERMS	Rep	PHONE #	VEHICLE		
		SAM		RAM350060"CADRW		
Item	Description	Qty	U/M	Rate	Total	
FREIGHT. LABOR	FREIGHT INSTALL W/ OUTRIGGERS ON BED			295.00 600.00	295.00 600.00	
				Subtotal	\$42,492.00	
				Sales Tax (0.0%)	\$0.00	
				Total	\$42,492.00	

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
1131	09/15/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Up-fit (1) 3500 Service Truck			
NEW	Whelen Liberty II Lightbar	1	2,500.00	2,500.00
NEW	Surface Mounts (Amber)	4	135.00	540.00
NEW	Switch Box	1	135.00	135.00
NEW	5000 Watt Inverter	1	625.00	625.00
NEW	Warn Winch Mount/Bumper	1	750.00	750.00
NEW	Warn Winch	1	800.00	800.00
4797 STOCK PARTS	Misc. Shop Materials	1	225.00	225.00
FREIGHT	Freight	1	75.00	75.00
4795 LABOR SALES	Labor	1	900.00	900.00
SUBTOTAL				6,550.00
TAX				0.00
TOTAL				\$6,550.00

Accepted By

Accepted Date

CLARKSVILLE AUTO AUCTION

247 Needmore Road • Clarksville, TN 37040

Kumho Road Venture AT52

\$1,500.00

www.clarksvilleautoauction.com

Phone: 931.647.5700

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

BLENTINJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2024

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

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

PRODUCER NavSav Tennessee 6250 Delaware Street Suite B Beaumont, TX 77706	CONTACT Zach Hickson NAME:	
	PHONE (A/C, No, Ext): (317) 965-2152	FAX (A/C, No):
INSURED Linwood Chrysler Dodge Hyundai, LLC Park Ave Real Estate 3345 Park Ave Paducah, KY 42001	E-MAIL ADDRESS: zhickson@universalinsgroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	
	INSURER B: The Continental Insurance Co.	
	INSURER C: ClearPath Insurance Company	
	INSURER D: Columbia Insurance Group	
INSURER E:		
INSURER F:		

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 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 ☐ 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 - COMP/OP AGG \$ OTHER: \$
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) \$ OTHER: \$
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 OTHER: \$
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.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. 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

CANCELLATION

Community Financial Services Bank
PO Box 467
Benton, KY 42067

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

AUTHORIZED REPRESENTATIVE

Zach Hickson

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Use of Spending Credits for Eligible Employees Pursuant to the City's Group Health Plan for the 2025 Plan Year - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: DJ Story

Background Information: The City makes financial contributions to subsidize the cost of the premium charges in the approved health and wellness plan. Allocation of spending credits towards the purchase of certain benefits such as health, dental or vision pursuant to the City's group health insurance plan shall be \$8,724 per employee. For those employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan are recommended to receive an employer contribution of \$2,850. New participants to the waiver credit, with a hire date after January 1, 2014, are subject to a \$500 maximum employer contribution. In addition, any employee should be able to increase their allotment, at the minimum, by participating in the wellness program. This can be achieved through biometric readings (\$1,000), completing an annual physical (\$250), not using nicotine (\$250), getting a physical and turning in lab work (\$250) and participating in six events (\$750) such as walking a 5k.

There will be another increase in the deductible on the Investor Plan in 2025, to comply IRS regulations. The individual will go to \$3,300 per individual, and \$6,600 per family. The out of pocket maximum will change accordingly on both plans (Investment and Elite) to follow this mandated IRS change. See attachment for details.

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 use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2025 plan year.

Attachments:

1. MO - ins policy spending credits 2025
2. City of Paducah Wellness Program 24-25

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ESTABLISHING POLICY FOR USE OF SPENDING CREDITS TOWARD THE PURCHASE OF CERTAIN BENEFITS SUCH AS HEALTH, DENTAL OR VISION PURSUANT TO THE CITY'S GROUP HEALTH INSURANCE PLAN FOR THE 2025 PLAN YEAR

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

Section 1. To be eligible for the benefits provided in Section 2, employees must timely enroll in that portion of the City's group health insurance plan referred to as medical and prescription drug coverage. The City shares the cost of medical, prescription drug, dental and vision coverage with the City employees by contributing \$8,724 per employee ("base credit") to be used under the Plan and other applicable credits which may be earned pursuant to the applicable City policy. In addition, any employee should be able to increase their allotment, at the minimum, by participating in the wellness program. This can be achieved through biometric readings (\$1,000), not using nicotine (\$250), getting a physical and turning in lab work (\$250) and participating in six free events (\$750) such as walking a 5k. There will be an increase in the deductible on the Investor Plan in 2025 to comply with IRS regulations. The out of pocket maximum will also change accordingly on both plans to follow mandated IRS changes.

Section 2. All eligible employees who timely apply for coverage under the City's group health insurance plan (medical and prescription drug coverage) shall be permitted to redirect any unspent employer contribution toward the applicable pre-tax vehicle (HSA, FSA, HRA) subject to all applicable federal and state laws and regulations and as may be amended from time to time by order of the Board of Commissioners. Any changes requested by the employee due to change in family status shall be considered on a pro-rata basis from the effective date of timely enrollment pursuant to the plan documents of any affected benefit plan.

Section 3.

A. Employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan shall receive an employer contribution of \$2,850. New participants to the waiver credit, with a hire date after January 1, 2014 are subject to a \$500 maximum employer

contribution which can be applied to an HRA, deposited on an as accrued basis, as established by the City and which can be amended from time to time by order of the Board of Commissioners. In the event the City in its sole discretion does not accept the creditability of the spouse's employer-sponsored group health insurance plan, other group sponsored health insurance plan, or non-group sponsored health insurance plan, and the employee chooses to remain covered under such group health insurance plan, then such employee shall be governed under the procedures established in Section 4.

B. All eligible employees who opt out of the City's group health insurance plan to enroll in a health insurance plan that is not under a spouse's employer-sponsored group health insurance or other group sponsored health insurance plan shall not be permitted to participate in an employer contribution of any unspent health insurance credits.

Section 4. All eligible employees who opt out of the City's group health insurance plan (medical and prescription drug coverage) for any reason other than those stated in Section 3 above, shall not be entitled to an employer contribution of unspent credits.

Section 5. All eligible employees and their spouse may receive the maximum wellness credit that can be earned and that is \$2,500 for an employee and \$1,000 for a spouse.

Section 6. For all employees who subsequently become eligible for coverage under the City's group health insurance plan because of initial employment or a qualifying event (i.e., change in family status), and is timely enrolled under the Plan or opts out of the Plan, shall be governed under the same procedures described in Sections 1-4 above, except any benefits shall be applied on a pro-rata basis.

Section 7. Except as provided under the applicable plan document covering any benefit plan, or HIPAA's special enrollment rights or the United States Internal Revenue Code, or any other applicable federal or state law or regulation, or any participant in the City's group health plan as described in Section 2 or any employee who has opted out of the plan as described in Sections 3 or 4 above, shall be precluded from making any changes to pre-tax elections (HSA, FSA, HRA) once the plan year starts except as otherwise permitted by this Municipal Order.

Section 8. 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, October 22, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, October 22, 2024

\mo\ins policy spending credits 2025



CITY OF PADUCAH WELLNESS PROGRAM

WELLNESS IS MORE THAN NUTRITION & EXERCISE

The foundation of this wellness program is based upon education, preventative care, physical biometrics, a health risk assessment, and healthy habit development through wellness challenges.

This is YOUR program. Engage in activities that are meaningful to you so you can achieve wellness with purpose.



HOW IT WORKS

This program consists of a combination of an **annual physical** with a **biometric screening**, a **health risk assessment**, and several different types of **approved activities** to complete. If eligible, you may also participate in the **Healthworks Program** if you are a plan member with a diagnosis of hypertension, diabetes, and/or hyperlipidemia.

EARN REWARDS!

You'll be rewarded for your hard work towards a healthier lifestyle. Track your progress and earn dollars for completing activities.

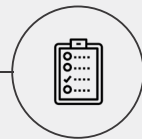
REQUIRED ELEMENTS



ANNUAL
PHYSICAL



BIOMETRIC
SCREENING



HEALTH RISK
ASSESSMENT

INCENTIVE

- Rewarded in 2026 and will be applied toward your premium or spending / reimbursement account
- Ranges from **\$250 - \$3,250** depending on your participation level
- **In order to receive ANY incentive, you must complete the required elements of the program.**

If it is unreasonably difficult due to a medical condition for you to achieve the standards for the reward under this program, contact HR and they will work with you to develop another way for you to qualify for the reward.



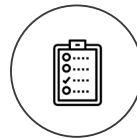
REQUIRED ELEMENTS

COMPLETE BETWEEN Oct-Sept | EMPLOYEES & SPOUSES ARE ELIGIBLE



ANNUAL PHYSICAL

Your **annual physical is covered 100% under your health plan.** Annual physicals are important opportunities for healthcare professionals to observe trends and changes that occur with your physical health over time.



HEALTH RISK ASSESSMENT

An HRA is a brief survey containing questions about a broad variety of health habits and risks. The survey is administered online. Your individual responses are never shared with your employer and all data is reported as an aggregate report. Information at the group-level is used solely to develop future programming and benefits.



BIOMETRIC SCREENING

Good health is built upon a foundation of knowledge. One of the most important things you can do for your health is to “know your numbers.” You will earn incentives for maintaining your levels within the stated ranges, or by improving your previous levels by 5%.

Your individual lab results will never be shared with your employer or anyone representing your employer.

INCENTIVES	EMPLOYEE	SPOUSE
Completion of Annual Physical + Biometric Screening	\$250	\$200
BMI ≤ 25 or Total Percent Body Fat: Men $\leq 17\%$ Women $\leq 24\%$	\$200	\$100
Blood Pressure $\leq 120/80$	\$200	\$100
Blood Sugar ≤ 106	\$200	\$100
Total Cholesterol ≤ 200	\$200	\$100
HDL: Men ≥ 35 Women ≥ 45	\$200	\$100
LDL ≤ 100	\$200	\$100
Triglycerides ≤ 200	\$200	\$100
TOTAL POSSIBLE BIOMETRIC DOLLARS	\$1,250*	\$700*

***NOTE:**

- These biometric standards are based off advice and recommendations provided to your wellness provider. These are a guidelines. Please consult your doctor to determine the best standards for your health.
- Just for completing the screening and physical you earn \$250 (\$200 for spouses). You can earn \$200 per biometric (\$100 for spouses) within range, or if you improve by 5%, up to 5 biometric markers.



CITY OF PADUCAH WELLNESS PROGRAM



TOBACCO / NICOTINE STATUS

COMPLETE BETWEEN Oct-Sept | EMPLOYEES ONLY

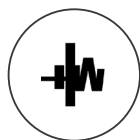
If you are a **TOBACCO/NICOTINE USER**, please complete the Tobacco/ Nicotine User.

If you are **TOBACCO/NICOTINEFREE**, please complete the Tobacco/ Nicotine Free challenge. To be considered tobacco/nicotine free, you must meet the tobacco/nicotine free guidelines:

- You must be tobacco/nicotine free for 6 months prior to becoming insured or open enrollment.
- City of Paducah reserves the right to randomly test, based on evidence of tobacco/nicotine use, or on challenge by another member.
- If a person is found to have obtained the credit and uses tobacco/nicotine, then they forfeit the credit and will be charged back.
- Tobacco/Nicotine products include cigarette, cigars, chewing tobacco, nicotine patch, nicotine gum, nicotine lozenges and electronic cigarettes.

TOBACCO/NICOTINE USER = EARN \$0

TOBACCO/NICOTINE FREE = EARN \$250



HEALTHWORKS PROGRAM

INVITED PLAN MEMBERS ONLY

Plan members with a diagnosis of hypertension, diabetes, and/or hyperlipidemia are invited to participate in the Healthworks program. As part of this program, you will meet with a licensed clinician to determine your care plan and schedule visits accordingly. You must be enrolled and compliant in your care plan in order to receive the incentives listed below. Completion of this program has the opportunity to replace as many as 4 approved activities for a max of \$500 (employee) or \$200 (spouse). You then have the opportunity to complete 2 additional approved activities, outside of the Healthworks program, (each worth \$125 for employees and \$50 for spouses) to earn the full incentive for a total of 6 approved activities.

Maximum credit for the Healthworks program may be limited by the program enrollment date as well as completion of the protocol as directed by the clinician. You will receive credit quarterly if you are enrolled that quarter and are compliant. Credit missed can be made up by completing additional approved activities to earn the maximum allowed incentive. Your information is confidential and will never be shared with your employer or anyone representing your employer.

INCENTIVES

MUST COMPLETE THE PROGRAM REQUIREMENT TO EARN THE INCENTIVE

	EMPLOYEE	SPOUSE
Enroll before December 31, 2024	\$500	\$200
Enroll before March 31, 2025	\$375	\$150
Enroll before June 30, 2025	\$250	\$100
Enroll before September 30, 2025	\$125	\$50



APPROVED ACTIVITIES

COMPLETE UP TO 6 APPROVED ACTIVITIES | EMPLOYEES & SPOUSES ARE ELIGIBLE

You have a variety of activities to choose from, each activity is designed to educate and encourage you to make healthy lifestyle choices. Complete up to six approved activities during the 2024-2025 program in order to receive the incentive. Log in to your online wellness account to see approved activities available and complete an approved activity challenge.

Other approved activities may be added throughout the program year.



CITY APPROVED 5K
WALK/RUN EVENT OR
50 DAYS OF 5K



QUARTERLY CHALLENGE
ONLINE | 1 PER QUARTER



PREVENTATIVE EXAMS
VISION, DENTAL, ETC. | UP TO 3



MUUUVWELL APP
S45, 1-ON-1 VISITS (SEE
MANUAL) | UP TO 4



COMMUNITY ENGAGEMENT
VOLUNTEER, ETC. | UP TO 2



EDUCATION SESSIONS
ONLINE | 1 PER QUARTER



FINANCIAL PROGRAM
COMPLETED ONLINE



INCENTIVES

ACTIVITIES COMPLETED	EMPLOYEE	SPOUSE
1 COMPLETED	\$125	\$50
2 COMPLETED	\$250	\$100
3 COMPLETED	\$375	\$150
4 COMPLETED	\$500	\$200
5 COMPLETED	\$625	\$250
6 COMPLETED	\$750	\$300



CITY OF PADUCAH WELLNESS PROGRAM

INCENTIVE WORKSHEET

TOTAL POSSIBLE INCENTIVE EARNED TOWARD YEARLY PREMIUM

EMPLOYEE MAX INCENTIVE: \$2,250

ANNUAL	PHYSICAL	+	BIOMETRIC	☐ COMPLETED: \$250	☐ NOT COMPLETED: \$0
SCREENING BIOMETRIC RESULTS \$200					
EACH, UP TO 5					
• BMI ≤ 25 • Blood Pressure $\leq 120/80$ • Blood Sugar ≤ 106 • Total Cholesterol ≤ 200 • HDL: Men ≥ 35 Women ≥ 45 • LDL ≤ 100 • Triglycerides ≤ 200			☐ 1 RESULT IN RANGE (\$200) ☐ 2 RESULTS IN RANGE (\$400) ☐ 3 RESULTS IN RANGE (\$600) ☐ 4 RESULTS IN RANGE (\$800) ☐ 5 RESULTS IN RANGE (\$1,000)		
NICOTINE STATUS				☐ NICOTINE USER: \$0	☐ NON-NICOTINE USER: \$250
APPROVED ACTIVITIES				☐ 1: \$125 ☐ 2: \$250 ☐ 3: \$375 ☐ 4: \$500 ☐ 5: \$625 ☐ 6: \$750	
HEALTHWORKS PROGRAM *IF INVITED					
ENROLLED BY: ☐ JAN: \$500 ☐ APRIL: \$375 ☐ JULY: \$250 ☐ SEPT: \$125					
ADDITIONAL APPROVED ACTIVITIES:1: ☐ \$125 ☐ 2: \$250 ☐ 3: \$375 ☐ 4: \$500 ☐ 5: \$625					
TOTAL AMOUNT (MAX \$750): _____					
TOTAL TOWARD 2025 PREMIUM: _____					

SPOUSE MAX INCENTIVE: \$1,000

ANNUAL	PHYSICAL	+	BIOMETRIC	☐ COMPLETED: \$200	☐ NOT COMPLETED: \$0
SCREENING BIOMETRIC RESULTS \$100 EACH,					
UP TO 5					
• BMI ≤ 25 • Blood Pressure $\leq 120/80$ • Blood Sugar ≤ 106 • Total Cholesterol ≤ 200 • HDL: Men ≥ 35 Women ≥ 45 • LDL ≤ 100 • Triglycerides ≤ 200			☐ 1 RESULT IN RANGE (\$100) ☐ 2 RESULTS IN RANGE (\$200) ☐ 3 RESULTS IN RANGE (\$300) ☐ 4 RESULTS IN RANGE (\$400) ☐ 5 RESULTS IN RANGE (\$500)		
APPROVED ACTIVITIES				☐ 1: \$50 ☐ 2: \$100 ☐ 3: \$150 ☐ 4: \$200 ☐ 5: \$250 ☐ 6: \$300	
HEALTHWORKS PROGRAM *IF INVITED					
ENROLLED BY: ☐ JAN: \$500 ☐ APRIL: \$375 ☐ JULY: \$250 ☐ SEPT: \$125					
ADDITIONAL APPROVED ACTIVITIES:1: ☐ \$125 ☐ 2: \$250 ☐ 3: \$375 ☐ 4: \$500 ☐ 5: \$625					
TOTAL AMOUNT (MAX \$750): _____					
TOTAL TOWARD 2025 PREMIUM: _____					

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Approve Strategic Health Risk Advisor & Strategic Benefit Placement Services with HUB – S. WILCOX

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The City has utilized the Health Risk Advisor services with HUB (formerly Peel & Holland) since July 1999 pertaining to issues regarding the administration, renewal, claim resolution, cost containment and bidding process of the City's health insurance plan. Staff recommends entering into a contract with HUB to continue these services for calendar year 2025. The 1-year contract with HUB has a five percent (5%) increase from last year at \$81,900. This fee is payable in four equal installments of \$20,475 to be billed quarterly. There has not been an increase since 2019.

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 Mayor to execute a contract between the City of Paducah and HUB pertaining to the administration of the City's health insurance.

Attachments:

1. MO - contract – HUB (formerly Peel & Holland) Health Risk Advisor & Benefit Placement Services 2025
2. City of Paducah_ Client Business Associate Agreement March 2022
3. City of Paducah__Employee Benefits Service Agreement - Fee for Servicedocx

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES WITH HUB (FORMERLY PEEL & HOLLAND) FOR ADMINISTRATION OF THE CITY OF PADUCAH'S HEALTH INSURANCE IN AN AMOUNT OF \$81,900

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute a contract for a Strategic Health Risk Advisor and Strategic Benefit Placement Services with HUB (formerly Peel & Holland), in the amount of \$81,900, payable in four equal installments of \$20,475 each, for administration services pertaining to the administration of the City of Paducah's health insurance.

SECTION 2. Said contract authorized in Sections 1 and 2 above will be for the 2025 calendar year.

SECTION 3. This order will 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, October 22, 2024

Recorded by Lindsay Parish, City Clerk, October 22, 2024

mo\contract – HUB (formerly Peel & Holland) Health Risk Advisor & Benefit Placement Services 2025

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this “BAA”), dated as of 1/1/2025 is entered into by and between Hub International Midwest Limited (“Business Associate”) and those Employee Welfare Benefit Plans (as defined in the Employee Retirement Income Security Act of 1974) of **City of Paducah** (“Plan Sponsor”) that are subject to 45 CFR Parts 160 and 164, Subparts A and E and 45 CFR Parts 160 and 164, Subpart C (each a “Covered Entity”) and on whose behalf this BAA has been executed and delivered. Business Associate and Covered Entity are referred to herein from time to time each individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein but not otherwise defined in this BAA will have the same meaning as the meaning ascribed to such terms in the HIPAA Rules (as defined below).

WHEREAS, pursuant to certain services agreements (the “Agreements”), Business Associate provides services to Covered Entity that may involve the use, disclosure, transmission, maintenance and/or creation of Protected Health Information; and

WHEREAS, Business Associate and Covered Entity are committed to compliance with the Privacy, Security, Breach Notification and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 CFR Parts 160 and 164 and any current and future regulations promulgated thereunder (collectively, the “HIPAA Rules”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the Parties agree as follows:

I. DEFINITIONS

For purposes of this BAA, the following terms shall have the meanings ascribed to them below:

- A. *Breach*. “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402, subject to all exclusions under 45 CFR §§164.402(1)(i), (ii) and (iii).
- B. *Electronic Protected Health Information*. “Electronic Protected Health Information” or “ePHI” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- C. *Electronic Transactions Rule*. “Electronic Transactions Rule” shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- D. *HHS*. “HHS” shall mean the U.S. Department of Health and Human Services.
- E. *Individual*. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103.
- F. *Protected Health Information*. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on

behalf of Covered Entity, including but not limited to Electronic Protected Health Information.

- G. *Required By Law*. “Required by Law” shall have the same meaning as the term “required by law” at 45 CFR §164.103 and the standards imposed at 45 CFR §164.512(a).
- H. *Secretary*. “Secretary” shall mean the Secretary of HHS.
- I. *Security Incident*. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.
- J. *Transaction*. “Transaction” shall have the meaning as the term “transaction” in 45 CFR §160.103.
- K. *Unsecured Protected Health Information*. “Unsecured protected health information” shall have the meaning as the term “unsecured protected health information” in 45 CFR §164.402.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees:

- A. Not to use or disclose Protected Health Information other than (i) as permitted or required by this BAA, (ii) as permitted or required to perform its obligations pursuant to the Agreements, or (iii) as Required by Law.
- B. To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent the use or disclosure of PHI other than as provided for by this BAA.
- C. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- D. To report to the appropriate Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware and any Successful Security Incident of which Business Associate becomes aware. For purposes of this BAA, a “Successful Security Incident” is any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information of Covered Entity. The parties further stipulate and agree that this paragraph constitutes notice by Business Associate to Covered Entity with respect to any “Unsuccessful Security Incident,” which is defined for purposes of this BAA as any Security Incident that is not a Successful Security Incident. Covered Entity and Business Associate agree that reporting of Unsuccessful Security Incidents are too numerous to be meaningful or helpful and therefore this BAA constitutes the report from Business Associate that these incidents occur.

- E. In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. If Business Associate becomes aware of a pattern or practice by the subcontractor that violates such agreement, Business Associate shall take steps to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful, Business Associate shall terminate its arrangement with the subcontractor, if feasible. If not feasible, Business Associate shall notify Covered Entity of the breach or violation.
- F. To make available, at the request of Covered Entity, and in the form and format designated by such Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to the requesting Individual or such Individual's designee, within the time period necessary to meet the requirements under 45 CFR § 164.524; provided, however, that this Section II.F is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- G. To make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or to take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526; provided, however, that this Section II.G is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- H. To make applicable internal practices, books and records available to the Secretary or his designee for purposes of the Secretary's determining Business Associate's compliance with the HIPAA Rules.
- I. To maintain and make available upon request by Covered Entity the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.
- J. Without unreasonable delay and in no case later than sixty (60) days following discovery by Business Associate (except as otherwise required under 45 CFR §164.412), Business Associate will notify Covered Entity in writing of any Breach of Unsecured Protected Health Information. Business Associate shall provide Covered Entity, to the extent known, the identity of each Individual whose Unsecured Protected Health Information has, or is reasonably believed by Business Associate, to have been affected by the Breach. In addition, Business Associate shall provide to Covered Entity, either at the time it provides notice to Covered Entity of the Breach or promptly thereafter as information becomes available, any other information that Covered Entity is required to include in its notification to an Individual under 45 CFR §164.404(c).
- K. In the event Business Associate transmits or receives a Transaction on behalf of Covered Entity, it shall comply with all provisions of the Electronic Transactions Rule to the extent applicable.

- L. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- M. In its performance of the functions, activities, services, and operations for Covered Entity, Business Associate agrees to make only the minimum necessary uses and disclosures and requests for Protected Health Information.
- N. Business Associate shall not engage in the Sale of Protected Health Information or otherwise directly or indirectly receive direct or indirect remuneration in exchange for the disclosure of Protected Health Information of an Individual, unless Covered Entity or Business Associate has obtained a valid authorization from the Individual, consistent with the requirements under 45 CFR §164.508.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this BAA, Business Associate may:

- A. *Use or disclose* PHI for purposes of performing the functions, activities or services for, or on behalf of, each Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity or is permitted under paragraphs B and C below.
- B. *Use* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate.
- C. *Disclose* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate, provided that such disclosures are either Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. OBLIGATIONS OF COVERED ENTITY

Each Covered Entity shall:

- A. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. Provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

- C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Subpart E of 45 CFR Part 164 if done by Covered Entity, except as set forth in Sections III.B and C.
- E. Disclose only the minimum necessary Protected Health Information to Business Associate as may be required for Business Associate to perform its services to Covered Entity, except that Covered Entity will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary.

V. TERM AND TERMINATION

- A. **Term.** As to each Covered Entity, the term of this BAA shall be effective as of the date set forth above in the first paragraph. This BAA shall terminate on the date Business Associate ceases to be obligated to perform functions, activities or services for Covered Entity under the Agreements. However, Business Associate's obligations under Articles II, III and V shall survive the termination of this BAA with respect to any PHI so long as it remains in the possession of Business Associate.
- B. **Termination for Cause.** Without limiting the rights of the Parties respecting termination under the Parties' Agreements:
 - 1. **By Covered Entity.** Upon Covered Entity's knowledge of a pattern of an activity or practice of Business Associate that constitutes a material breach or violation of this BAA by Business Associate with respect to PHI maintained for that Covered Entity, such Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity shall terminate this BAA and the Agreements if Business Associate does not cure the breach or end the violation within such reasonable time as is specified by Covered Entity, or immediately terminate this BAA and the Agreements if Business Associate has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.
 - 2. **By Business Associate.** Upon Business Associate's knowledge of a pattern of an activity or practice of Covered Entity that constitutes a material breach or violation of this BAA by such Covered Entity, Business Associate shall provide an opportunity for Covered Entity to cure the breach or end the violation. Business Associate shall terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity does not cure the breach or end the violation within such reasonable time as is specified by Business Associate, or immediately terminate this BAA

and the Agreements with respect to that Covered Entity if Covered Entity has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

C. **Effect of Termination.** Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section V.C, for as long as Business Associate retains the PHI;
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out under Sections III.B and III.C which applied prior to termination; and
5. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

VI. MISCELLANEOUS PROVISIONS

A. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question. In case a specific regulatory reference used in this BAA changes, as may occur when an enforcement body moves or otherwise changes its numbering system, this BAA shall remain in place and the Parties subject to the BAA shall use all reasonable efforts to discern the correct and applicable reference currently in effect in order to optimally satisfy compliance obligations as set forth under governing law.

B. **Amendment.** The Parties agree to take appropriate action as necessary to amend this BAA from time to time in order for Covered Entity and Business Associate to comply with the HIPAA Rules. Moreover, to the extent permitted by applicable law, upon the compliance date of any final regulation, or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this BAA, this BAA will automatically amend such that

the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.

- C. **Survival.** The respective rights and obligations of the Parties to this BAA shall survive the termination of this BAA.
- D. **Governing Law.** This BAA shall be governed by the laws of the State of Kentucky.
- E. **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the Parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the Parties may from time to time designate in writing.
- F. **Entire Agreement; Modification.** This BAA represents the entire agreement between Business Associate and each Covered Entity relating to the subject matter hereof and supersedes all prior oral and written agreements relating to the subject matter hereof. No provision of this BAA may be modified, except in writing, signed by the Parties.
- G. **No Third Party Beneficiaries.** There shall be no third party beneficiaries to this BAA, and no individual (including an Individual) or entity who is not a party to this BAA shall have any rights in connection with a breach or violation of this BAA.
- H. **Binding Effect.** This BAA shall be binding upon the Parties hereto and their successors and assigns.
- I. **Counterparts and Signature.** This BAA may be executed in any number of counterparts, which, when taken together, shall constitute one original. This BAA may be executed by an electronic or facsimile signature of an authorized representative of the Parties, and any such signature shall be deemed to be an original signature and shall be binding on the Parties to the same extent as if such electronic or facsimile signature were an original signature.
- J. **Interpretation of this Agreement.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable law.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this BAA to be executed as of the date first above written.

BUSINESS ASSOCIATE: Hub International Midwest Limited

By: Cooper Jones _____

Name: Cooper Jones _____

Title: President _____

Address of Business Associate:

1120 Main St
Benton, KY 42025

For Notices, a copy (which will not constitute notice) shall be sent to:

Hub International Limited
c/o Legal Department
150 North Riverside Plaza, 17th Floor
Chicago, IL 60606

PLAN SPONSOR: City of Paducah
on behalf of its group health plan as Covered Entity

By: _____

Name: _____

Title: _____

Address of Plan Sponsor:

300 South 5th Street
Paducah, Kentucky 42003



EMPLOYEE BENEFITS FEE FOR SERVICES AGREEMENT

THIS EMPLOYEE BENEFITS FEE FOR SERVICES AGREEMENT (this “Agreement”), dated as of January 1, 2025 (the “Commencement Date”), is hereby entered into by and between City of Paducah (the “Client”), and HUB International- Mid-South (“Hub”).

WHEREAS, the Client desires to continue to engage Hub to perform certain services with respect to certain of the Client’s employee benefits plans and related insurance coverages, if applicable; and

WHEREAS, HUB desires to perform such services for the Client, in each case in accordance with and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. Hub shall perform the insurance brokerage services set forth in the scope of services attached hereto as Exhibit A (collectively, the “Services”). For the avoidance of doubt, Hub shall have no obligation pursuant to this Agreement to perform any service for or with respect to any employee benefit plan that is not identified on Exhibit A.

2. Consulting Fee.

Quarterly Fee- In consideration of the Services, the Client shall pay to Hub a quarterly fee in an amount equal to **eighteen thousand nine hundred** dollars and **zero** cents (**\$18,900.00**) (the “Consulting Fee”) and a quarterly fee in an amount equal to **one thousand five hundred seventy five** dollars and **zero** cents (**\$1,575.00**) (the “Data Analytics Fee”), for a total quarterly fee of **twenty thousand four hundred seventy five** dollars and **zero** cents (**\$20,475.00**) - The Client shall pay to Hub the Consulting Fee promptly (but in no event later than thirty (30) days) following the date of any applicable invoice. Client acknowledges that the majority of Hub’s services are performed in the first six months following the Commencement Date or any annual anniversary thereof.

Therefore, Hub reserves the right to invoice the Client for six (6) months’ worth of the repeating Consulting Fee during the first month of any annual term of this Agreement.

The Client acknowledges that Hub reserves the right to reasonably adjust the Consulting Fee upon notice to the Client in the event that the nature or extent of the Services changes, including, for example, as a result of a significant change in the size of Client’s benefits-eligible workforce.

Additionally, an optional annual fee in an amount equal to **six hundred** dollars and **zero** cents (**\$600.00**) (the “Compliance Fee”) paid quarterly in the amount of **one hundred fifty** dollars and **zero** cents (**\$150**)- can be added, which would provide access to compliance dashboard for the year.

☐

Check here to add Compliance Dashboard

In further consideration of the Services, Hub will be paid by each applicable insurance carrier core commissions which are currently expected to be as follows:



- Dental: 10% of monthly premium
- Vision: 10% of monthly premium
- Group Term Life: 15% of monthly premium
- Vol. Life: 15% of monthly premium
- LTD: 15% of monthly premium
- Colonial: 35% of monthly premium (first year) / 3% of monthly premium (renewal)

Core commissions may increase or decrease as determined by the applicable insurance carrier.

In addition, Hub may be paid from time to time by each such carrier or agent contingent commissions, guaranteed supplemental commissions, profit sharing payments, bonuses, override commissions, or other profit-, volume- or incentive-based non-standard commissions, which commissions may or may not relate, in whole or in part, to the employee benefits plans for which the Client appoints and maintains Hub as broker of record from time to time. Hub also may be paid other commissions or fees from other third parties that may from time to time perform employee benefits-related services on behalf of the Client. The Client acknowledges that it has read Hub's "How We Get Paid" disclosure statement available at hubinternational.com.

3. Independent Contractor. Hub shall perform the Services as an independent contractor. The parties intend to have an independent contractor relationship, and do not intend to have a relationship in the nature of an employer-employee, partnership, joint venture or agency.

4. Representations and Warranties. Hub represents and warrants that it has all necessary authority and approval to enter into this Agreement and that it will perform the Services in a professional manner in accordance with prevailing insurance brokerage industry standards. Except as otherwise provided for herein, all services performed pursuant to this Agreement, whether the services are performed by Hub or a third party, are performed on an "as is", "as available" basis without representation or warranty of any kind. Hub makes no express or implied representations or warranties with respect to such services, including without limitation any express or implied warranty of merchantability or fitness for a particular purpose or intended use.

5. Information Submission. The Client shall timely submit to Hub all information in the Client's control or possession that is necessary for Hub to perform the Services, and the Client is responsible for the accuracy and completeness of such information. Such information includes, but is not limited to, historical benefits plan documentation, plan census information or other information that Hub must provide to carriers, benefits vendors or other third parties for underwriting, marketing, quoting, servicing or other purposes. If Hub establishes a deadline by which the Client is required to provide certain information to Hub, the Client agrees to provide the information by that deadline, unless Hub agrees to an extension. The Client hereby consents to Hub sharing with third parties, whether engaged by Hub or the Client, information Hub receives from the Client as necessary or advisable to provide the Services or as otherwise requested by the Client. The Client shall be responsible for obtaining all individual consents and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit or view the information it submits or receives in connection with Hub's performance of the Services. The Client shall be responsible for retaining for its own use information that it delivers to, or receives from, Hub and for



taking other precautions the Client deems necessary in the event that such information or other materials delivered to Hub are lost or destroyed.

6. Nature of Services; Plan Operation. The Client acknowledges that the Services are not of a legal nature and that Hub will in no event give, or be required to give, any legal or tax opinion or advice, or otherwise provide any legal or tax representation to the Client. The Client is responsible to procure its own legal or tax advice to the extent required or prudent for the Client to obtain the full benefit of the Services or otherwise. The Client acknowledges that Hub will in no event assume any responsibility or authority for or with respect to any of the following: the selection, design, funding or operation of any employee benefits plan or the compliance of any such plan with applicable plan documents or law; duties incumbent upon or required to be performed by a plan sponsor, plan administrator, fiduciary or “covered entity” under applicable law; funding claims for benefits under any employee benefits plan; or insuring or underwriting any liability to provide any benefit under any employee benefits plan. Without limiting the generality of the foregoing, the Client acknowledges that Hub is not a fiduciary with respect to any of the Client’s employee benefits plans and that Hub has no discretion with respect to the management or administration, or control or authority over any assets, of the Client’s employee benefits plans. All such discretion and control shall remain with the Client and other fiduciaries to the Client’s employee benefits plans.

7. Non-Core Functions. From time to time, Hub may perform or provide, or arrange for the performance by third parties of, services that are not directly related to the Services, including the provision to the Client of sample documents or forms, whether or not related to those employee benefits plans identified on Exhibit A (collectively, the “Non-Core Functions”). Hub performs or arranges for the Non-Core Functions, if at all, as a courtesy to the Client and does not warrant the Non-Core Functions in any regard. Without limiting the generality of Section 6, the Client acknowledges that it is the Client’s responsibility to ensure that the Non-Core Functions are performed, and that any template or sample document or form that is provided to the Client by Hub is utilized, properly and in accordance with applicable plan documents and law. The Client acknowledges and agrees that Hub shall have no liability arising out of or relating to the performance of the Non-Core Functions. Except as otherwise agreed to between the parties from time to time, Hub shall not be responsible to make payment on behalf of the Client to any third party for any of the Non-Core Functions.

8. Term and Termination. This term of this Agreement shall begin on the Commencement Date and continue in full force and effect unless earlier terminated in accordance with this Section. Either party may terminate this Agreement upon at least ninety (90) days advance written notice to the other party; provided, however, that no such termination shall be effective prior to the first annual anniversary of the Commencement Date. In the event of termination of this Agreement for any reason, Hub’s obligation to perform the Services shall terminate immediately.

9. Business Associate Agreement. In connection with the execution of this Agreement, the parties shall use good faith efforts to execute a Business Associate Agreement in substantially the same form as attached hereto as Exhibit B, unless (a) as of the Commencement Date, the parties have entered into an enforceable Business Associate Agreement (in which case such Business Associate Agreement shall continue in full force and effect in accordance with its terms) or (b) the parties determine that applicable law does not require that they enter into a Business Associate Agreement (and, for the avoidance of doubt, in either case, references in this Agreement to “Exhibit B” shall be disregarded).



10. LIMITATION OF LIABILITY. IN NO EVENT WILL A PARTY HERETO OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL) CAUSED BY ITS ACTS OR OMISSIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF SUCH PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

11. Intellectual Property Rights. Nothing herein shall be construed to grant to the Client any intellectual property right in any insurance or insurance brokerage know-how, expertise, technique, methodology or strategy, or any form, template, source or similar documentation or program, that from time to time have been, is or may be utilized by Hub in connection with the operation of its business or the performance of the Services.

12. Limited Use of Name and Logo. The Client authorizes Hub to use the Client's name and logo for the express and sole purpose of identifying the Client as a client of Hub in the marketing materials of Hub; provided, however, that Hub's use pursuant to this Section shall be subject to any restrictions or guidelines which may be provided from time to time by the Client to Hub. In the event that the Client withdraws the authorization set forth in this Section, Hub shall use commercially reasonable efforts to promptly remove any uses of the Client's name or logo from any marketing materials of Hub.

13. Governing Law; Venue. This Agreement will be governed by, and construed in accordance with, the substantive laws of the State or Commonwealth where the Hub office is located (as reflected at the address that applies for purposes of notices to Hub as provided in Section 16 (the "Hub Office")), without regard to its choice of law rules. The parties consent to exclusive venue and personal jurisdiction of any federal or state court located in the county where the Hub Office is located (provided that if no such court is located in that county, venue and personal jurisdiction will be exclusively exercised by the nearest applicable court having jurisdiction over that county).

14. Counterparts. This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Entire Agreement. Except as provided in Section 9, this Agreement sets forth the entire agreement and understanding, and supersedes any and all prior or contemporaneous agreements and understandings, oral or written, between the parties regarding the subject matter hereof.

16. Notice. Unless otherwise agreed to by the parties, all notices required under this Agreement (except, for the avoidance of doubt, those ordinary course communications relating to product pricing, changes, etc.) will be deemed effective when received and made in writing by (a) registered mail, (b) certified mail, return receipt requested, or (c) a national overnight courier service, in each case sent to the applicable address set forth immediately below the applicable party's signature (or such other address as either party may designate in writing in accordance with this Section).



17. Amendments and Waivers. This Agreement may not be amended or waived except by an instrument in writing signed, in the case of an amendment, by an authorized representative of each party to this Agreement or, in the case of a waiver, by the party against whom such waiver is to be effective. No course of conduct or failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any third party other than the parties hereto and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Agreement.

19. Assignment. This Agreement, and the parties' rights and obligations hereunder, may not be assigned or assumed by another without the prior written consent of the other party; provided, however, that Hub's rights and obligations hereunder may be assigned to an affiliate of Hub without the consent of the Client. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, their successors and permitted assigns.

20. Force Majeure. Neither of the parties shall be liable to the other for any failure to satisfy an obligation under this Agreement due to any cause beyond a party's reasonable control including, but not limited to, inclement weather, Acts of God, war, riot, terrorist acts, malicious acts of damage, civil commotion, industrial dispute, power failure or fire.

21. Severability. Each party agrees that all covenants and agreements set forth in this Agreement constitute a series of separate covenants and are severable. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

[Remainder of page left intentionally blank]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Commencement Date.

HUB International- Mid- South

City of Paducah

By:

A handwritten signature in black ink that reads 'Cooper Jones'.

By: _____

Name: Cooper Jones
Title: President

Name:
Title:

Hub address:,

Client address:

Hub International- Mid South
1120 Main St
Benton, KY 42025
Attention: DJ Story or April Rambo

City of Paducah
300 South 5th Street
Paducah, Kentucky 42002
Attention: Stefanie Wilcox

For Notices, a copy (which will not constitute notice) shall be sent to:
Hub International Limited
c/o Legal Department
150 North Riverside Plaza, 17th Floor
Chicago, IL 60606



Exhibit A

SCOPE OF SERVICES

Benefit Advisory Services

GENERAL ADVISORY SERVICES

1. Review all insurance contracts and employer forms relating to health, vision, dental, and drug benefits, HRA, H.S.A. and make recommendations to the CLIENT on such contracts.
2. Coordinate on-site enrollers or web-based enrollments and assistance with annual open enrollment for eligible employees during the period(s) contracted.
3. Provide assistance with questions on behalf of CLIENT including but not limited to health insurance claims, eligibility, plan selection for employees.
4. Provide consultation on issues relating to cost share, stop-loss and plan administration, and oversight in bid processes annually.
5. Review and provide commentary on plan data such as claims, administrative and reinsurance costs and comparisons of data for varying years on a quarterly basis agreed to committees and/or the City Commission, or City Manager as agreed to by CLIENT.
6. Prepare annual request for proposals (RFP) for years CLIENT requests formal bid processes. Provide oversight and coaching services in review of bids, assembly of data received by bidders and make specific recommendations to CLIENT for placement or procurement of health/drug, dental and vision insurance contracts.
7. Review preferred provider agreements and assist client in comparing and selecting preferred provider organizations (PPO).
8. Assist CLIENT with meetings and coach on benefit plan issues with employee groups as requested by CLIENT.
9. When qualified provide advice for all other areas of health, dental and drug plan operations as requested by CLIENT.
10. Provide COBRA administrative services via a separate administrative party as per a separate agreement between, Flores & Associates and CLIENT.
11. Provide expert witness services in connection for employer and employee bargaining, legal matters, disputes, or similar issues, as requested by the employer or the employer's legal counsel.



12. Provide data analytics via Acclaim Health Analytics and NavMD Design180 with customized reporting and care management integration with disease management firms chosen independently by CLIENT.
13. Access to Compliance Dashboard, tool to help assure compliance with health plan laws.



Exhibit B

FORM OF BUSINESS ASSOCIATE AGREEMENT

See attached.

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Administrative Services Agreement with Anthem Blue Cross Blue Shield - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: DJ Story

Background Information: DJ Story of HUB recommends that the city continue with Anthem Blue Cross Blue Shield for the 2025 plan year, effective January 1, 2025, as the City's Third-Party Administrator (TPA) to provide claims administrative services related to the City's health insurance plan. Remaining with Anthem offers the best overall option for quality of plans, administrative services and competitive discount rates and factors. A summary of Anthem's administrative fees, rates and factors is attached.

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 Mayor to execute ASO agreement with Anthem Blue Cross Blue Shield for administrative services only.

Attachments:

1. MO - administrative services - Anthem 2025
2. 2025 Anthem ASO Agreement
3. 2025 Anthem Fixed ASO Cost

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN AGREEMENT FOR ADMINISTRATIVE SERVICES WITH ANTHEM BLUE CROSS BLUE SHIELD FOR THE GROUP HEALTH INSURANCE PLAN FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2025 PLAN YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

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

SECTION 1. That the City of Paducah authorizes and approves an agreement with Anthem Blue Cross Blue Shield as the City's Third-Party Administrator to provide claims administrative services related to the City's health insurance plan. The effective date of this Agreement is January 1, 2025 and ending December 31, 2025.

SECTION 2. The Mayor is hereby authorized to execute all documents relating to administrative services as authorized in Sections 1 above.

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

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, October 22, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, October 22, 2024
\\mo.\ administrative services - Anthem 2025

Assumptions and conditions (ASO)

CITY OF PADUCAH

Effective January 1, 2025 through December 31, 2025

SIC Code: 9199

Administrative Services Only (ASO)

- The proposed services, rates and fees are effective from 1/1/2025 through 12/31/2025.
- This contract will be issued in KY.
 - This is an integrated medical and pharmacy offering.
- The proposal assumes 289 employees will be enrolling for medical coverage, with an average member to employee ratio of 2.05.
- The proposal assumes the same enrollment for medical and pharmacy.
- Anthem reserves the right to revise this proposal or modify these fees or rates under any of the following circumstances:
 - Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem's discretion, invalidates this quote.
 - Legislation or other matters that impact Anthem's costs or revenues under this proposal
 - Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
 - Actual Member to Subscriber ratio is not within +/-5% of 2.05.
 - A change to the plan benefits that result in substantial changes in the service, networks, or benefit design, as determined by Anthem.
 - Changes in proposal terms, conditions, services or product from this quotation.
 - Any of the plan benefits administered by Anthem are moved to another third party administrator or private exchanges.
 - Anthem is not the sole medical carrier.
 - Change in nature of Employer's business.
 - A material reduction in Provider's billed or published charges that results in a decrease in Anthem's discount of 10% or more.
- The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.
- If subject to regulatory approval, and the applicable regulator has not yet approved, these benefits and rates may need to be adjusted.
- Unless otherwise noted, fees are quoted on a per contract per month (PCPM) basis. PCPM is equivalent to, and will be described as per subscriber per month in the Administrative Services Agreement.
- Employers, as plan sponsors and administrators, are responsible for complying with all applicable laws.
- Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.
- This quote assumes ACH withdraws from group's bank account for claims and fixed fees. Anthem's standard for claim billing is Weekly with payment required within 3 business days from receipt of invoice.
- This quote assumes Anthem will accept fiduciary responsibility for claims administration and the handling of the claims complaint and appeals. To the extent ERISA applies, the employer remains the Named Fiduciary of the plan.
- Commissions and consultant fees are excluded unless otherwise noted.
- The processing of claims incurred prior to the effective date is the responsibility of the prior claims administrator.
- Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.
- Specific Stop Loss maximum matches the lifetime maximum of the plan(s) unless specified otherwise.

Assumptions and conditions (ASO)

CITY OF PADUCAH

Effective January 1, 2025 through December 31, 2025

SIC Code: 9199

Administrative Services Only (ASO)

- Stop loss terms are illustrative only, subject to review and revisions based on receipt of all updated and/or additional information. We will require experience reports through 9/30/2024 in order to finalize and/or determine any potential laser(s). Firm rates are subject to be materially different than illustrative rates based on updated experience.
- Specific Stop Loss claims above the selected Specific Stop Loss Limit will not count towards satisfaction of the aggregate attachment point.
- No change in benefits after the effective date by the group's employee benefit program shall be covered by the Stop Loss agreement nor shall any amounts paid as benefits resulting from such a change be counted towards the satisfaction of the attachment point. This limitation may be waived if a written acceptance of such a change is issued by the carrier.
- Only those coverage's quoted and which are eligible under the group's employee benefit program are eligible under this Stop Loss program.
- Stop Loss protection must be purchased in conjunction with our Administrative Services proposal.
- All expenses for services or supplies in excess of any limitation under the group's employee benefit program are excluded under the Stop Loss program.
- COBRA enrollees must not exceed 10% of total enrollees.
- Claims Run-Out coverage is applicable at the end of a full 12 month policy period only and cannot be applied against any Stop Loss policy that terminates prior to completion of the contract period.
- The Individual Stop Loss Limit accumulation period will be the full twelve months of the standard contract period.
- All contracts including the ASO Agreement and/or the Stop Loss Agreement must be signed prior to the effective date.
- This is an integrated administration and stop loss offering. Admin fee is not valid outside of this pairing with stop loss. Anthem Stop Loss cannot be omitted without approval from Underwriting.
- This offer assumes that no class of employees will be offered an HRA integrated with individual health insurance coverage. Anthem must be notified if particular classes of employees will be offered an HRA integrated with individual health insurance coverage, and a census of those employees must be provided so that appropriate adjustments, if needed, can be made to this offer.
- This quote does not include funding of the Patient-Centered Outcome Research Institute fee.
- This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.
- Anthem reserves the right to inspect and audit any and all of CITY OF PADUCAH documents relating to claims submitted to Anthem. Documentation includes, but is not limited to, claims, case management, utilization management records, audit records (including audits of TPA and TPA's providers and vendors), eligibility, as well as other information requested by Anthem. Anthem also has the right to review and audit records related to subrogation and other recoveries.
- The agent/broker does not have the authority to bind or modify the terms of this offer without prior approval of Anthem.
- Please note, any additional budgets provided in conjunction with this proposal, if applicable, must be invoiced prior to the end of the plan year in which they are allocated in order to be funded.
- HSA/HDHP plan benefits are subject to IRS guidelines and may change.
- This proposal assumes that Anthem will be the only Self Funded carrier offered and no fully-insured lives are covered.

Authorized Signature: _____

Title: _____

Date: _____

Assumptions and conditions (ASO)

CITY OF PADUCAH

Effective January 1, 2025 through December 31, 2025

SIC Code: 9199

Administrative Services Only (ASO)

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. Independent licensee of the Blue Cross and Blue Shield Association.
ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. - 0475117-03

Fixed Administrative Costs (ASO)

CITY OF PADUCAH

Effective January 1, 2025 through December 31, 2025

Fixed Administrative Costs	Current	1/1/2025 through 12/31/2025
	PCPM	PCPM
Subscribers	289	289
Members	593	593
Medical and Pharmacy Administration	\$48.31	\$48.35
Pharmacy Rebate Offset	(\$34.62)	(\$36.93)
ASO Core Foundational Program †	\$0.00	\$1.27
Stop Loss Carve Out Fee	\$4.00	\$0.00
Composite Total:	\$17.68	\$12.69
Annual fixed administrative costs based on assumed enrollment:	\$61,314	\$44,009
Percentage Change:		-28.3%

Authorized Signature: _____
Title: _____
Date: _____

Additional Fee Disclosures:
See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.
The Pharmacy Rebate Offset reflects the National Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Health, Vision, and Dental Benefit Plan Premiums for 2025 - **S. WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: DJ Story

Background Information:

The following reflect the recommended monthly health insurance premiums, by plan, for the 2025 calendar year. These rates, as presented by DJ Story, of HUB, are flat to last year for the City of Paducah, and continue to allow us to maintain an acceptable escrow levels to cover expected claims and plan costs. As a note, the City's health insurance premiums have not been increased in the last ten years and we have been able to maintain a healthy escrow balance.

Health Insurance -

City of Paducah:

Investor Plan	Monthly Premium	Elite Plan	Monthly Premium
Employee	\$781	Employee	\$856
Employee/Spouse	\$969	Employee/Spouse	\$1,139
Employee Child	\$825	Employee Child	\$974
Family	\$1,118	Family	\$1,319

Vision Premiums -

The following will reflect the monthly Vision Premium rate for the 2025 calendar year. The renewal rates will not increase from last year.

Blue View Vision	Monthly Premium
Employee	\$6.58
Employee/Spouse	\$11.51
Employee / Child(ren)	\$12.51
Family	\$19.09

Dental Premiums -

The following will reflect the recommended monthly Delta Dental Plan Premiums for the 2025 Calendar year. The premium renewal percentage rate will increase by 3% from last year.

Delta Dental of KY	Monthly Premium
Employee	\$27.26
Employee/Spouse	\$55.63
Employee / Child(ren)	\$58.19
Family	\$94.66

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 premiums listed above for Health Insurance, Vision and Dental.

Attachments:

1. MO - Health Vision & Dental Premiums 2025
2. 2025 Anthem Vision Renewal
3. Delta Renewal 2025 City of Paducah

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND ADOPTING THE COMPREHENSIVE HEALTH INSURANCE BENEFIT PLAN PREMIUMS, THE VISION INSURANCE PLAN PREMIUMS, AND THE DENTAL INSURANCE PLAN PREMIUMS FOR CALENDAR YEAR 2025 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the City of Paducah approves and adopts the following monthly health insurance premiums for calendar year 2025 for employees of the City of Paducah:

Health Insurance:

Investor Plan	Monthly Premium	Elite Plan	Monthly Premium
Employee	\$ 781	Employee	\$ 856
Employee/Spouse	\$ 969	Employee/Spouse	\$1,139
Employee Child	\$ 825	Employee Child	\$ 974
Family	\$1,118	Family	\$1,319

SECTION 2. That the City of Paducah hereby approves the following monthly premiums for the Blue View Vision Plan through Anthem BlueCross BlueShield for vision care for employees for calendar year 2025:

Vision Insurance:

	Monthly Premium
Employee	\$6.58
Employee/Spouse	\$11.51
Employee Child	\$12.51
Family	\$19.09

SECTION 3. That the City of Paducah hereby approves the following monthly premiums for the Delta Dental Plan for optional dental care for employees for calendar year 2025:

Dental Insurance

	Monthly Premium
Employee	\$27.26
Employee/Spouse	\$55.63
Employee/Child(ren)	\$58.19
Family	\$94.66

SECTION 4. That the premiums for the Comprehensive Health Insurance Benefit Plan, the Blue View Vision Plan and the Delta Dental Plan for employees of the City of Paducah, adopted in Sections 1, 2 and 3 above, shall become effective January 1, 2025.

SECTION 5. That the Mayor is hereby authorized to execute all documents related to the premiums approved in Sections 1, 2 and 3 above.

SECTION 6. 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, October 22, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, October 22, 2024
\\mo\Health Vision & Dental Premiums 2025

Fully Insured Renewal



City of Paducah

Group Number(s): W29698
 Effective Date: 1/1/2025 - 12/31/2026
 Anthem Sales Representative: Libby Woosley

	Renewal				Total
	Core Plan Blue View Vision Voluntary Group Size: 250-499 Option 25				
Frequency	Full Service				
Exam	12 months				
Lenses	12 months				
Frames	24 months				
Contact Lenses	12 months				
In Network Copayments					
Exam	\$10.00				
Materials	\$10.00				
In Network Plan Allowance					
Frame Allowance	\$130				
Contact Lens Allowance	\$130				
ENROLLMENT					
Subscriber Only	110				
Subscriber + Spouse	35				
Subscriber + Child	15				
Subscriber + Children	22				
Subscriber + Family	51				
Total Number of Contracts	233				
RATES					
Subscriber Only	\$6.97				
Subscriber + Spouse	\$12.20				
Subscriber + Child	\$13.26				
Subscriber + Children	\$13.26				
Subscriber + Family	\$20.24				
Total Monthly Premium	\$2,716.56				
Total Annual Premium	\$32,598.72				
% Rate Increase	0.0%				

NOTES: Benefits may be subject to approval by CET.
 The rates quoted are guaranteed for 2 years.
 Rates are Net of Commissions

Underwriter Issue Date: 6/12/2024

(10/03)

Authorized Signature

Date

Authorized Signature

Date

Authorized Signature

Date

Authorized Signature

Date

Refer to your sales brochure(s) for benefit details and limitations. This benefit description is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

November 1, 2024

*Stefanie Suazo
CITY OF PADUCAH
300 S 5th St
Paducah, KY 42003-1527*

Re: Dental Plan Rate Review, Group #692290-4001, 4002, 4003

Dear Stefanie Suazo,

Enclosed are the rates and renewal documents related to your contract renewal.

Sincerely,

*cc: Mr. Gregory Carlton
cc: Douglas Story*



Delta Dental of Kentucky Delta Dental PPO plus Premier™ Summary of Dental Plan Benefits

Group Name: CITY OF PADUCAH

Group Number: 692290-4001, 4002, 4003

Benefit Year: January 1 through December 31

Covered Services –

	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Non-Participating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Denture Repair – repairs to complete or partial dentures	80%	80%	80%
Major Services			
Major Restorative Services – crowns	50%	50%	50%
Relines and Rebase – to dentures	50%	50%	50%
Fixed Prosthodontic Repair – to bridges	50%	50%	50%
Implant Repair – implant maintenance, repair, and removal	50%	50%	50%
Adjustments to Dentures – adjustments to complete or partial dentures	50%	50%	50%
Prosthodontic Services – bridges, implants, and dentures	50%	50%	50%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	50%
Orthodontic Age Limit –	Dependent Children to the end of the month of age 23		

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what the dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year. Limited oral evaluations for a specific problem or complaint are also payable twice in the same calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Two additional periodontal maintenance procedures are payable per calendar year for individuals with a documented history of periodontal disease. Full mouth debridement is payable once in a lifetime.

Customer Service Toll-Free Number: 800-955-2030
<https://www.DeltaDentalKY.com>

- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her Dentist about treatment.
- Fluoride treatments are payable once per calendar year for people age 18 and under.
- Space maintainers are payable once per area per lifetime for people age 13 and under.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.
- Sealants are payable once per tooth in any two-year period for first and second permanent molars for people age 15 and under. The surface must be free from decay and restorations.
- Payment for crowns, inlays, and onlays are payable once per tooth in any five-year period. Stainless steel crowns are payable once per tooth in any two-year period on primary teeth only.
- Composite resin (white) restorations are payable on posterior teeth.
- Root canal treatment is inclusive of periapical X-rays, cultures, follow-up care, treatments, pulpotomy or pulpectomy, and routine post-operative procedures. Separate charges are not Covered Services for these procedures. Retreatment is payable two years after the initial treatment.
- Denture and/or bridge replacement is payable five-years post initial place. Replacement is not a Covered Service for lost or stolen dentures and/or bridges. Interim dentures are payable only for people under age 17 to replace extracted anterior permanent teeth.
- The initial installation of any prosthodontic service to replace missing teeth, or teeth that were lost before coverage began, including congenitally missing teeth is not payable. Replacements of existing appliances can be considered.
- Fixed bridges or removable cast partials are payable only for Eligible Dependents over age 16. Services and appliances that replace missing natural teeth (such as bridges, endosteal implants, implant crowns, partial dentures, and complete dentures) may be subject to an Alternate Benefit.
- Porcelain and resin facings on bridges are payable on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Deductible – Delta Dental PPO™ Dentist - \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, cephalometric films, photos, diagnostic casts and orthodontic services (including surgical repositioning of teeth).

Delta Dental Premier® Dentist or Non-Participating Dentist - \$50 Deductible per person total per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, cephalometric films, photos, diagnostic casts and orthodontic services (including surgical repositioning of teeth).

Maximum Payment – \$2,000 per person total per Benefit Year on all services, except cephalometric films, photos, diagnostic casts and orthodontic services (including surgical repositioning of teeth). \$1,000 per person total per lifetime on cephalometric films, photos, diagnostic casts and orthodontic services (including surgical repositioning of teeth).

Dependent Age Limit – Dependents are covered up to age 26.

Waiting Period – There is a 12-month waiting period for certain services. Major Restorative Services, Relines and Adjustments, Fixed Prosthodontic Repair, Prosthodontic Services, and Orthodontic Services will not be covered until after a person is enrolled in the dental plan for 12 consecutive months.

Eligible People – The subscriber (you) is eligible for dental benefits when your employer or organization notifies Delta Dental.

Also eligible at your option are your legal spouse and your children who meet the age requirements noted above. Enrollees and dependents choosing this plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse's application. Your dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which your employment is terminated.

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflict with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages above are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Customer Service Toll-Free Number: 800-955-2030
<https://www.DeltaDentalKY.com>

X _____ Signature



Delta Dental of Kentucky
Renewal Rates for CITY OF PADUCAH #692290
Effective January 1, 2025

Rates		
Rates per subscriber per month	Current Rate(s)	Renewal Rate(s)
	January 1, 2024 through December 31, 2024	January 1, 2025 through December 31, 2025
Subscriber only	\$26.47	\$27.26
Subscriber and spouse	\$54.01	\$55.63
Subscriber and child(ren)	\$56.49	\$58.18
Subscriber, spouse and child(ren)	\$91.90	\$94.66
Overall Percent Change	3.00%	

Rating Requirements
Tied to medical: No
Covered Persons choosing this dental plan are required to remain enrolled for a period of 12 months. Should a Covered Person choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Rating Assumptions
Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one year contract.
Self-billing is not allowed and you agree to pay as invoiced each month.
Subscriber materials which are produced by Delta Dental will be updated and provided when plan changes apply and are always available to view or print at https://www.DeltaDentalKY.com .
Printed dentist directories are not included. You can find participating dentists on our website at https://www.DeltaDentalKY.com .
The plan specifications are subject to Delta Dental's standard exclusions and limitations, including: ➤ Oral exams (including evaluations by a specialist) are payable twice per calendar year. Limited oral evaluations for a specific problem or complaint are also payable twice in the same calendar year. ➤ Prophylaxes (cleanings) are payable twice per calendar year. Two additional periodontal maintenance procedures are payable per calendar year for individuals with a documented history of periodontal disease. Full mouth debridement is payable once in a lifetime. ➤ People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her Dentist about treatment. ➤ Fluoride treatments are payable once per calendar year for people age 18 and under. ➤ Space maintainers are payable once per area per lifetime for people age 13 and under. ➤ Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period. ➤ Sealants are payable once per tooth in any two-year period for first and second permanent molars for people age 15 and under. The surface must be free from decay and restorations. ➤ Payment for crowns, inlays, and onlays are payable once per tooth in any five-year period. Stainless steel crowns are payable once per tooth in any two-year period on primary teeth only. ➤ Composite resin (white) restorations are payable on posterior teeth. ➤ Root canal treatment is inclusive of periapical X-rays, cultures, follow-up care, treatments, pulpotomy or pulpectomy, and routine post-operative procedures. Separate charges are not Covered Services for these procedures. Retreatment is payable two years after the initial treatment. ➤ Denture and/or bridge replacement is payable five-years post initial place. Replacement is not a Covered Service for lost or stolen dentures and/or bridges. Interim dentures are payable only for people under age 17 to replace extracted anterior permanent teeth. ➤ The initial installation of any prosthodontic service to replace missing teeth, or teeth that were lost before coverage began, including congenitally missing teeth is not payable. Replacements of existing appliances can be considered. ➤ Fixed bridges or removable cast partials are payable only for Eligible Dependents over age 16. Services and appliances that replace missing natural teeth (such as bridges, endosteal implants, implant crowns, partial dentures, and complete dentures) may be subject to an Alternate Benefit. ➤ Porcelain and resin facings on bridges are payable on posterior teeth. ➤ Implants are payable once per tooth in any five-year period. Implant related services are Covered Services. ➤ Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Stop Loss Insurance with Voya Financial Advisors. Inc. - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: DJ Story

Background Information: Since January 1, 2023, the City of Paducah has purchased stop loss insurance with Voya to protect the City's health insurance plan in the event of a catastrophic claim(s). It is recommended, for the 2025 plan year beginning on January 1, 2025, the Commission renew the agreement with Voya Financial Advisors, Inc. to purchase stop loss insurance which is set at a \$175,000 maximum city liability per person (individual stop loss), Voya assumes liability for all claims in excess of this amount, and \$3,242,828 maximum city liability of total claims combined (aggregate stop loss limit), Voya assumes liability for all claims in excess of the aggregate total up to \$1,000,000. Premium rates are \$108.97 per member per month for individual stop loss insurance. This is an increase of 2.5% from last year; and \$5.94 per member per month for aggregate stop loss insurance, which is flat from last year. We will be adding Gene Therapy Stop-loss (GTS) coverage to our plan for 2025. This is \$4.75 per member per month to assist with high prescription drug costs related to gene therapy. The producer/agent of record where monthly premium payments will be made is Stealth Partner Group.

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 Mayor to execute a Stop Loss Agreement and any other documents related to such with Voya Financial Services, Inc. for stop loss, GTS, and aggregate insurance coverage.

Attachments:

1. MO - health ins-stop loss coverage – Voya- 2025
2. VOYA Proposal
3. Stealth GTS15 Service Agreement_Gene Therapy Stealth Service Agreement_10.01.2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE RATES FOR STOP LOSS INSURANCE COVERAGE, AUTHORIZING AN AGREEMENT WITH VOYA FINANCIAL ADVISORS, INC., FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2025 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

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

SECTION 1. That the City of Paducah accepts the rates offered through Voya Financial Advisors, Inc., for Stop Loss Insurance Coverage for the group health insurance plan for the City of Paducah, Kentucky. Effective January 1, 2025. The stop loss rates are as follows:

- 1) Individual Stop Loss - \$175,000 maximum City liability per person with a monthly rate of \$108.97 per member; and
- 2) Aggregate Stop Loss - \$3,242.828 maximum City liability of total claims combined with a monthly rate of \$5.94 per member. Voya assumes liability for all claims in excess of the aggregate total up to \$1,000,000.
- 3) Gene Therapy Stop Loss (GTS) \$4.75 per member per month to assist with high prescription drug costs related to gene therapy.

SECTION 2. The Mayor is hereby authorized to execute all documents relating to stop loss insurance coverage as authorized in Sections 1 above.

SECTION 3. The producer/agent of record where monthly premium payments will be made is Stealth Partner Group.

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

Stop Loss Insurance Renewal Offer

Voya Employee Benefits

Prepared for:
City of Paducah

Effective Date
01/01/2025

Policy Number
733059

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

Stop Loss Proposal for City of Paducah

Individual Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2024	January 1, 2025	January 1, 2025
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Individual Deductible		\$ 175,000	\$ 175,000	\$ 200,000
Policy Year Maximum		Unlimited	Unlimited	Unlimited
Lifetime Maximum		Unlimited	Unlimited	Unlimited
Coverage Period		Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after
Benefit Percentage		100%	100%	100%
Rates Include Commissions of:		None	None	None
Endorsements				
Renewal Rate Cap		50.00 %	50.00 %	50.00 %
Individual Advanced Funding		Included	Included	Included
Plan Mirroring Coordination		Included	Included	Included
Coverage Description	Enrollment			
Composite	286	\$ 106.31	\$ 108.97	\$ 92.95
Cost				
Estimated Monthly Costs		\$ 30,405	\$ 31,165	\$ 26,584
Estimated Annual Costs		\$ 364,856	\$ 373,985	\$ 319,004
% Change from Current			2.50%	-12.57%

Aggregate Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2024	January 1, 2025	January 1, 2025
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Aggregate Adjustment Corridor		125 %	125 %	125 %
Individual Deductible		\$ 175,000	\$ 175,000	\$ 200,000
Maximum Annual Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Coverage Period		Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after
Rates Include Commissions of:		None	None	None
Coverage Description	Enrollment			
Composite	286	\$ 5.94	\$ 5.94	\$ 6.49
Monthly Aggregate Corridor*				
PEPM	286	\$ 944.80	\$ 944.88	\$ 967.06
Aggregate Deductible		\$ 3,242,554	\$ 3,242,828	\$ 3,318,950
Minimum Annual Aggregate Deductible		\$ 2,756,171	\$ 2,756,404	\$ 2,821,108
Select Acceptance Choice			☐	☐

*Monthly Aggregate Corridor means the Monthly Aggregate Factor (amount of expected claims per month per covered person) multiplied by the Aggregate Adjustment Corridor.

Individual Excess Risk Insurance

Plan Description		Renewal Option 3
Plan Effective Date		January 1, 2025
Coverages		Medical, Rx
Individual Deductible		\$ 225,000
Policy Year Maximum		Unlimited
Lifetime Maximum		Unlimited
Coverage Period		Paid in 12 Months and incurred Jan 01, 2022 or after
Benefit Percentage		100%
Rates Include Commissions of:		None
Endorsements		
Renewal Rate Cap		50.00 %
Individual Advanced Funding		Included
Plan Mirroring Coordination		Included
Coverage Description	Enrollment	
Composite	286	\$ 81.55
Cost		
Estimated Monthly Costs		\$ 23,323
Estimated Annual Costs		\$ 279,880
% Change from Current		-23.29%

Aggregate Excess Risk Insurance

Plan Description		Renewal Option 3
Plan Effective Date		January 1, 2025
Coverages		Medical, Rx
Aggregate Adjustment Corridor		125 %
Individual Deductible		\$ 225,000
Maximum Annual Reimbursement		\$ 1,000,000
Coverage Period		Paid in 12 Months and incurred Jan 01, 2022 or after
Rates Include Commissions of:		None
Coverage Description	Enrollment	
Composite	286	\$ 6.95
Monthly Aggregate Corridor*		
PEPM	286	\$ 979.48
Aggregate Deductible		\$ 3,361,575
Minimum Annual Aggregate Deductible		\$ 2,857,339
Select Acceptance Choice		☐

**Monthly Aggregate Corridor means the Monthly Aggregate Factor (amount of expected claims per month per covered person) multiplied by the Aggregate Adjustment Corridor.*

Stop Loss Proposal for City of Paducah

Account Assumptions

Renewal As Of Date	October 3, 2024
Renewal Good Through	October 31, 2024
Situs State	Kentucky
Claim Administrator	Anthem Blue Cross Blue Shield (KY)
Network	2025-01 BlueCross BlueShield (State)

Additional Contract Specifications:

- Any FDA approved cell and gene therapies are covered under our Stop Loss policy, provided they are also covered under the group's medical plan and used for the purpose for which they were approved. This includes any new approvals that occur mid-policy year. We also exclude these high-cost claims from the following year's renewal package, helping to lower the impact of this cutting-edge care on self-funded employer costs.
- No fully insured lives are covered.
- In addition to base commissions, certain brokers and/or service providers may receive compensation related to factors such as overall sales of Company products, total premium for products sold through the broker/service provider, growth in the number of customers, and retention of existing customers. Compensation and fees may also be paid to brokers and/or service providers for administrative services in connection with Company products. Please contact us if you would like additional detail on compensation and fees payable on your case.
- Quote assumes pharmacy benefits are not carved out to a separate Pharmacy Benefit Manager.
- Plan designs and contribution levels are assumed as submitted to underwriting. Any changes may require an adjustment to the individual excess risk rates and/or monthly aggregate corridor.
- Plan must have medical case management and utilization review.
- All claims are reported/paid in U.S. dollars.
- The monthly aggregate corridor cannot be finalized more than 90 days prior to the effective date. Claims data must include a minimum of 9 months in the most recent experience period.
- Any costs charged by the claim administrator for reports required to substantiate claims will be paid by the employer.
- The proposal is based on the data submitted. Any changes to this data may allow us to modify the proposal.
- There is no coverage for retirees.
- We reserve the right to (i) recalculate Monthly Aggregate Factor(s) [if applicable] and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy if an increase or decrease in the number of Covered Persons and Covered Dependents that exceeds 15% of the current number covered under the Employee Benefit Plan.
- Premium rates were adjusted via filed and approved underwriting discretion in consideration of the carrier reporting fees assessed by the PBM or TPA, which are directly associated with the claims information we require to administer our Policy.
- Renewal Rate Cap Endorsement guarantees your subsequent year's renewal will be capped at 50% and no new individual adjusted deductible will apply (laser free renewal).

The individual stop loss renewal is based upon the current leveraged trend factors, market conditions, plan designs and current demographic factors. The aggregate renewal is based upon the experience of the group and current trend. Any plan changes may affect this renewal and need to be disclosed prior to the renewal acceptance.

Authorized Signature

Date

City of Paducah

01/01/2025

Excess Risk Insurance is underwritten by ReliaStar Life Insurance Company. Policy form RL-SL-POL-2013 (may vary by state).
Exclusions and limitations are described in the policy.

Economic Factors: Manage the Effects of Leveraged Trend (Illustrative)

Medical trend is the anticipated annual increase in the cost of medical claims from year to year. Medical costs generally increase every year through inflation, and there are many additional factors that determine the actual medical trend for a specific health plan.

Components of medical trend include:

Plan Design

Technology

Network

Utilization Patterns

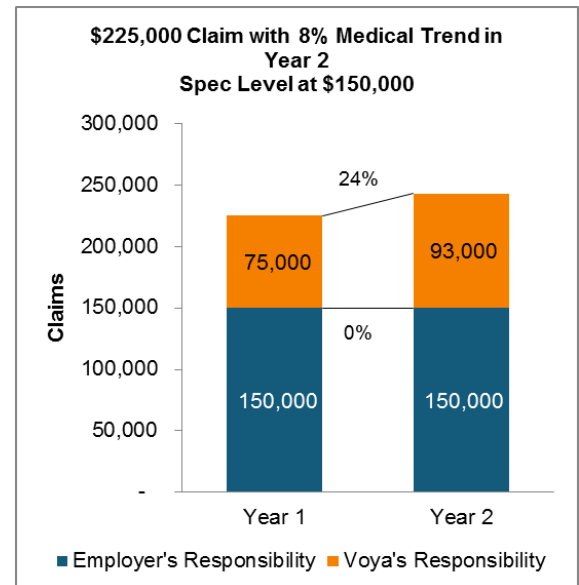
Demographics

Cost Shifting

Medical trend gets leveraged when parties responsible for medical claims do not maintain the same proportional share of the risk from year to year. Put simply, rising medical costs affect stop loss carriers differently than employers. But rather than passing our increasing risk back on to you in the form of large rate increases, we can compensate with small increases in deductibles.

Here's an example. In Year 1, the plan elects a \$150,000 individual stop loss deductible. If there is an individual claim of \$225,000, the first \$150,000 is the employer's responsibility and the remaining \$75,000 is reimbursed by the stop loss carrier.

In Year 2, assuming an 8% increase in medical costs, a claim that would have been \$225,000 in Year 1 now costs \$243,000. If the deductible doesn't change, the first \$150,000 is the employer's responsibility and the remaining \$93,000 reimbursed by the stop loss carrier. So that 8% trend produces a 24% cost increase to the stop loss carrier's claim and 0% increase to the employer.



If the stop loss deductible is left at the same dollar level year after year, the employer's risk actually decreases as a percentage of the overall claim. Conversely, the insurer's risk is increasing -- and, in response, the insurer has to increase rates well beyond medical trend.

In order to eliminate the leveraging effect, the employer should increase its individual deductible by trend each year. This essentially retains the exact same proportion of the risk.

In an effort to mitigate the effects of leveraged trend, your underwriter has included an optional quote during this year's renewal.

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

SERVICES CONTRACT

This Services Contract (the “**Agreement**”) is entered into between Stealth Partner Group, LLC (“**Company**”), and

, which may include a self-funded group health plan or plans (“**Group**”) and any such certain self-funded group health plan. Company and Group are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.” This Agreement is effective _____, 2024 (the “**Effective Date**”).

RECITALS

WHEREAS, Company provides certain cell and gene therapy related benefits pursuant to a performance guarantee, as set forth in this Agreement (the benefits and structure provided herein are the “**Program**”);

WHEREAS, Group is establishing and maintaining a self-funded group health plan (“**GHP**”) for its employees and dependents;

WHEREAS, Company has contracted with, and may in the future contract with, one or more insurers selected by Company or its affiliates from time to time, to provide coverage to Company under contractual liability insurance policies (“**CLIPs**”) to indemnify Company for certain of its liabilities associated with the performance guarantee provided under this Agreement (individually and collectively, as applicable, the “**Insurer**”);

WHEREAS, Company may also offer and sell certain CLIPs issued by insurers selected by Company or its affiliates from time to time including, without limitation, through a liability risk purchasing group, that will reimburse employers and/or their self-funded group health plans, as applicable, for certain cell and gene therapy risk exposures that are assumed by contract by the employers and/or their self-funded group health plans, as applicable (the “**Company CLIP Program**”);

WHEREAS, Group would like to participate in the Program; and

THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement and other good and valuable consideration the receipt of which is acknowledged, the Parties agree to the following:

AGREEMENT

SECTION 1: DEFINITIONS

The following are definitions of terms used in this Agreement. Other terms are defined in Exhibit B to this Agreement or where they are first used in this Agreement. Defined terms are capitalized when used in the defined context.

- 1.1 “**Agreement Period**” and “**Term**” mean the period this Agreement is in full force and effect, which Agreement Period shall mirror the policy period of the Covered Plan; provided, however, if the Agreement is terminated early for any reason prior to the expiration of the Agreement Period or the Term, the shorter period between the first day of the Term and the date the Agreement terminates is the Term. For the avoidance of doubt, and notwithstanding anything to the contrary in this Policy, the “**Agreement Period**” or

“Term” will not include any period before the Covered Plan is in effect or following the expiration or termination of the Covered Plan.

- 1.2 **“Claim”** means a Covered Expense that is (i) the responsibility of Company with respect to a Participant under the terms of this Agreement; and (ii) a Participant is diagnosed with a Covered Disease; and (iii) Covered Pharmaceuticals are prescribed with an intent to treat a Covered Disease; and (iv) a covered expense has been approved and Paid by the GHP or its third-party administrator within the Claims Period, and submitted to Company within the Claims Period; and (v) Covered Pharmaceuticals are administered within the Benefit Period, and proof of administration, including date, are submitted to Company.
- 1.3 **“Participant(s)”** means an individual entitled to receive benefits for the cost of prescribed Covered Pharmaceuticals under the terms of the GHP and the Covered Plan at the time services are performed (and, solely with respect to the Covered Pharmaceuticals Zolgensma or Spinraza, shall also include such individuals meeting those requirements who are born within the Run-In Period provided that they do not have an existing diagnosis for a Covered Disease at any time within the Run-In Period).
- 1.4 **“Paid Claims”** means the dollar amount that Group’s third-party administrator has (i) adjudicated as being owed pursuant to the terms of Group’s SPD; and (ii) disbursed for a Participant’s Claim in response to a request for payment of benefits under the GHP, which disbursement must be made by the GHP prior to the end of the Claims Period. The Paid Claim must be unconditional and directly made to the Participant’s health care provider(s) and/or pharmacy, as applicable. Provided, however, that, in each case, the Covered Plan has also approved the amount of the Claim for coverage under the Covered Plan and funded in full the balance of any Claim paid by Group. Payment will be deemed made on the date the payment is tendered by mailing (or by other form of delivery) a draft or check; and the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored by the institution upon which it is drawn.
- 1.5 **“Proprietary Materials”** means Company’s proprietary and confidential records, documents, lists, books, recorded information, data stored on data processing media, trade secrets, symbols, trademarks, service marks, systems, formats, programs, procedures, protocols, contract forms, pricing data, deidentified data, utilization information, fee schedules, reasonable and customary charges profiles, designs, and business plans.
- 1.6 **“SPD”** means Group’s summary plan description of its self-funded health care benefits plan and is a written summary of the terms and benefits of the GHP available to Participants. An SPD will not be prepared by Company. A Group with different health care benefit plan options may describe those options in one SPD document or in separate SPD documents for each alternative health benefit plan option, all of which, taken together, shall constitute the SPD. If such SPD in effect on the inception of the Agreement Period is subsequently amended, written notice of such amendment must be given to Company at least thirty (30) days prior to the effective date of such amendment. If Company does not provide Group with its written acceptance of such amendment, the SPD on file with Company prior to such amendment will be the operative SPD for purposes of this Agreement. If the SPD is terminated for any reason, Group will notify Company in writing no later than two (2) Business Days following the date of such termination.

SECTION 2: RELATIONSHIP OF THE PARTIES

- 2.1 **Company Acting in Ministerial Capacity Only.** Except as may otherwise be expressly provided in this Agreement, the Parties acknowledge and agree that Company is acting solely in a ministerial capacity in performing Company's duties and obligations under this Agreement and will have no fiduciary duties with respect to the administration of Group's health plan. While Company may facilitate and coordinate the various relationships, Company does not have discretionary authority over the Program. Company will not be responsible for advising Group with respect to their fiduciary duties under the Agreement or from making any recommendations with respect to the investment of GHP assets.
- 2.2 **Company is Not Insuring any Group Liabilities.** Company does not insure or underwrite any liability associated with the GHP and will have no financial risk or liability with respect to the provision of benefits under the GHP, subject to the delivery and acceptance of the Specified Specialty Pharmaceutical Performance Guarantee (defined below).
- 2.3 **Authority.** Group grants Company the authority to serve as an agent of Group in performing Company's duties under this Agreement, but only those Company duties that are expressly stated in this Agreement or as mutually agreed in writing by the Parties.
- 2.4 **Company is an Independent Contractor.** Company is and will remain an independent contractor with respect to the services being performed under the terms of this Agreement and will not for any purpose be deemed an employee of Group, and Company will not be deemed to be a partner or to be governed by any legal relationship other than that of independent contractor. Company does not assume any responsibility for the general policy design of the GHP, the adequacy of the funding thereof, nor any act, omission, or breach of duty by Group.

SECTION 3: COMPENSATION AND ADOPTION OF BENEFIT DISBURSEMENT TERMS

- 3.1 **Specified Specialty Pharmaceutical Benefit Disbursement Terms.** The Parties hereby incorporate and make a part of this Agreement the terms and conditions of the Specified Specialty Pharmaceutical Benefit Disbursement Terms ("**Disbursement Terms**") attached to this Agreement as Exhibit B, which, together with the other terms, conditions, limitations, and exclusions of this Agreement, shall control Group's right and ability to receive any payment for any Covered Expenses. Group acknowledges that to participate in the Program, the Covered Plan may not exclude or otherwise limit reimbursements for the therapies outlined in Exhibit B.
- 3.2 **Compensation.** Group will pay to Company \$4.75 per covered employee per month under the Covered Plan to participate in the Program.

SECTION 4: TERMINATION AND MODIFICATION

- 4.1 **Termination Without Cause.**
- (a) A Party may terminate this Agreement without cause by giving the other Party at least sixty (60) days' prior written notice to the other Party prior to the start of a new Term.
 - (b) Company may terminate this Agreement upon thirty (30) days' written notice to Group if Company has implemented a Company CLIP Program, in which case, the Parties will work cooperatively to transition Group over to the Company CLIP Program.

4.2 **Termination for Cause.** This Agreement terminates, and Company's obligations hereunder will cease upon such termination, in accord with any of the following:

- (a) Thirty (30) days after written notice has been given by Company to Group, or by Group to Company, of the breach of any material obligations under this Agreement; provided that such breach has not been cured within such thirty (30) day period. Notwithstanding the foregoing, Group's default in any payment under this Agreement will be subject to termination under Section 4.2(c).
- (b) immediately if the Covered Plan is terminated for any reason, such termination to be effective as of the effective date of termination of the Covered Plan.
- (c) upon thirty (30) days' written notice, in Company's sole discretion, if Group fails to pay:
 - a. Any payment due under this Agreement or any other agreements that are a part of the Program.
 - b. Any administrative fees, charges, or other amounts due to Company under the terms of this Agreement.
- (d) Upon five (5) business days' written notice, in Company's sole discretion:
 - a. if Group assigns this Agreement, unless such assignment had Company's prior approval in writing; or
 - b. if Group is sold (including a sale of substantially all assets of Group) or merges, unless such sale or merger had Company's prior approval in writing. Company will not unreasonably withhold any such approval.
- (e) As of the effective date of any law, regulation, or interpretation of any law or regulation is enacted that prohibits the continuance of this Agreement, as interpreted by Company.
- (f) Immediately, if Group terminates the GHP or if the SPD is terminated for any reason, such termination to be effective as of the effective date of termination of the SPD.
- (g) Within ten (10) days following the occurrence of any of the following if not reversed or cured prior to the expiration of the ten (10) day period:
 - a. a finding or admission that Group or the GHP is insolvent;
 - b. the date that Group or GHP files for protection provided under any bankruptcy law;
 - c. the date that Group or GHP's creditors seek to have Group or GHP declared bankrupt or placed under the protection of a Bankruptcy Court; or
 - d. the date that Group or Group's creditors seek to have a receiver appointed to manage Group's business.
- (h) Immediately, at the end of the Term of this Agreement.

- 4.3 **Other Rights to Terminate.** Company's right to terminate under this Section 4 will be in addition to and not a limitation of any right to terminate (or right to offset) under any other provisions of this Agreement or under applicable law.
- 4.4 **Late Payment and Reinstatement.** Any payment received by Company after termination of this Agreement will be deposited for security purposes only and will not be deemed to have been accepted for reinstatement or as an accord and satisfaction. This Agreement will be reinstated only upon the written agreement of Company and Insurer.
- 4.5 **Modification.** Except as otherwise specifically provided in this Agreement, this Agreement may be modified only by a written agreement signed by an authorized representative of each Party.
- 4.6 **Effect of Termination.** In the event of any termination of this Agreement in accordance with the terms and conditions of this Agreement, all compensation will be fully earned, so there will be no refund of any compensation paid through the termination date of this Agreement.

SECTION 5: SERVICES

During the Term of this Agreement and any period of run out, Company will support Group in various stop-loss procurement services and reimbursement of certain gene therapy treatments as set forth in Exhibit A of this Agreement, which includes: (a) stop-loss policy placement; (b) evaluate new drugs; (c) work with program managers and/or actuaries; (d) coordinate with Company on applicable disbursements and reimbursements; and (e) premium collection/remittance. Company's services under this agreement are contingent on Group procuring a stop-loss policy that does not exclude or otherwise limit access to the treatments and therapies outlined in Exhibit B to this Agreement.

SECTION 6: GENERAL

- 6.1 **Licenses.** Each Party will maintain in good standing, at its own cost, licenses required by all applicable statutes, regulations, and local jurisdictions. Each Party will notify the other Party of its knowledge of any event which might lead to the suspension or revocation of any licenses which relate to this Agreement, or its knowledge of the actual suspension, revocation, lapse, or non-renewal of any licenses required of a Party by applicable state law. If a Party fails to obtain and maintain the appropriate licenses or fails to comply with the applicable statutes, the Parties will work in good faith to ensure that any impact to an insured is minimized.
- 6.2 **Compliance with Laws.** Each Party will comply with all applicable federal and state laws, regulations, and local rules that apply to this Agreement, and shall indemnify, defend, and hold the other party harmless for its failure to do so. Further, Each Party will comply with all applicable federal and state laws, rules and regulations governing privacy security, confidentiality, integrity, and/or data protection, including but not limited to, as applicable, the Gramm-Leach-Bliley Act of 1999 (GLBA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations issued thereunder, the Health Information Technology for Economic and Clinical Health Act (the "HITECH ACT"), as incorporated in the American Recovery and Reinvestment Act of 2009 and regulations issued thereunder, the Insurance Information and Privacy Protection Act, (IIPPA), any applicable state privacy law. Neither Party shall be liable to the other party for

reimbursement of any regulatory or compliance related fine or penalty assessed against the other Party unless such fine and/or penalty is the direct result of a wrongful act of that Party.

- 6.3 **Indemnification.** Each Party hereto agrees to indemnify, defend, and hold harmless the other Party, their directors, officers, and employees from any loss or damage, including reasonable attorney's fees, which solely result from, arise out of or are caused by the indemnifying party's negligence, misconduct, or breach of this Agreement, or from the failure of the indemnifying party to comply with any applicable federal or state laws, rules, or regulations, except to the extent any such loss, damage, or expense is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted directly and solely from the failure of the non-indemnifying Party to act in good faith or its fraud, criminality, or willful misconduct. Each Party hereto agrees to immediately notify the other Party upon receipt of service of process or other notice for any suit or claim. The Party which is to be indemnified shall have the right to approve counsel used to defend said indemnified Party pursuant to this paragraph.
- 6.4 **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary and any Business Associate Agreement provisions for indemnification and hold harmless related to HIPAA, Group agrees that in no event will it seek to hold Company liable or responsible for amounts related to (i) any claims, for incidental, lost profits, consequential, or any similar damages or lost profits related to the services provided by Company under this Agreement of any kind or (ii) any damages, whether directly in contract, tort or otherwise, or through a claim for indemnity or contribution, in excess of the annual aggregate amount of any fees paid to Company for this engagement in the year the action or inaction leading to the loss first occurs, even if Company has been advised of the possibility of such damages. Notwithstanding the preceding, nothing will prohibit a group from making any claim as against the Performance Guarantee provided in Exhibit B.
- 6.5 **Insurance.** Each Party will obtain, at its own cost, and keep in force adequate policies providing comprehensive general liability and other insurance in amounts consistent with industry standards as may be necessary to insure the Party and its agents and employees against any claim or claims for damages arising out of the performance of its obligations under this Agreement. If any Party procures one or more claims-made policies to satisfy its obligations under this Agreement, the Party will obtain any extended reporting endorsement ("tail coverage") required to continuously maintain such coverage in effect for all acts, omissions, events, or occurrences during the Term of this Agreement, without limit or restriction as to the making of the claim or demand. Evidence of the insurance coverage required under this Section will be made available to a Party upon request.
- 6.6 **Joint Ownership of Records; Confidentiality.** The Parties agree that records and documents that include proprietary information from both Parties and that constitute "protected health information" as that term is defined in 45 CFR 160.103 and that pertain to administration of the GHP will be and remain the joint property of the GHP and Company. All Company Proprietary Materials are the sole property of Company, and all Group and GHP Proprietary Materials are the sole property of Group and GHP. Each Party will have the right to protect the confidentiality of the Proprietary Materials and will not be required to make such Proprietary Materials available to anyone. Each Party agrees to maintain the confidentiality of any Proprietary Materials the other Party provides, and the Party will not provide any Proprietary Materials to any other person, including any data extracts or summary information, except to the extent such Proprietary Materials have been made available to the public without fault of the Party. In the event of a termination of this

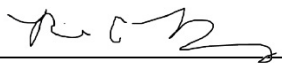
Agreement, Company will cooperate with Group to provide copies of certain requested jointly owned information. Group agrees to reimburse Company for the reasonable cost of such assistance and copies.

In performing its obligations pursuant to this Agreement, each Party may have access to and receive certain non-public information about the other Party and its affiliates which are considered confidential or proprietary to the disclosing Party.

- 6.7 **Records Retention.** Each Party agrees to maintain adequate books and records concerning the services provided hereunder in accordance with applicable laws and prudent standards of insurance record keeping, and further agrees to provide the other Party with necessary reports regarding the services it performs.
- 6.8 **Entire Agreement.** This Agreement, its Addenda, and its Exhibits supersede and replace all prior oral or written agreements, if any, between Group and Company and is the entire agreement between the Parties.
- 6.9 **Non-Waiver.** The failure or refusal of any Party to enforce or enjoin any breach or violation of any provision of this Agreement will not be a waiver of that Party's right to enforce any subsequent breach.
- 6.10 **Severability.** In the event any one or more of the terms, conditions, or provisions contained in the Agreement or any application thereof is declared invalid, illegal, or unenforceable in any respect by any arbitrator or court of competent jurisdiction, the validity, legality, or enforceability of the remaining terms, conditions, or provisions of this Agreement and any other application thereof will not in any way be affected or impaired thereby, and this Agreement will be construed as if such invalid, illegal, or unenforceable provisions were not contained herein.
- 6.11 **Restriction on Assignment.** No Party will assign or transfer any of its rights, or delegate any of its duties or obligations hereunder, directly or indirectly, without the prior written consent of the other Parties. A Party may, with the prior written consent of the other Parties, assign this Agreement in its entirety to any person or entity, other than a direct competitor of a Party, which acquires the business of the assigning Party or with which the Party merges or is consolidated or affiliated, provided that the permitted assignee agrees in writing to be bound by the terms of this Agreement. Any attempted assignment, transfer, or delegation in violation of this paragraph will be null and void.
- 6.12 **Notices.** Except for endorsements or amendments to this Agreement (which would be effective on the endorsement or amendment effective date), all notices, requests, demands, and other communications required or permitted to be given or made under the Agreement will be in writing and will be effective on the date of actual hard copy receipt (including by confirmed email receipt), and will be sent to Group or Company, as the case may be, to such address, person, or entity as set forth below, or as any Party will designate by notice to the other Parties in accordance herewith.
- 6.13 **Binding Effect.** This Agreement shall be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned.

- 6.14 **Disaster Recovery Plan.** While this Agreement is in effect, each Party, or their designated agent, shall have in place a disaster recovery plan that a Party will implement after a disaster occurs. The plan must outline the necessary steps that the Party will take to completely restore all data related to and business applications needed to resume a Party's responsibilities under this Agreement. The plan must also indicate the number of times a comprehensive test-run will occur annually.
- 6.15 **Choice of Law.** This Agreement is governed by and shall be construed and enforced under the laws of North Carolina. In the event that a Party brings an action under this Agreement, the parties agree that such action will be vested exclusively in the United States District Court for the Western District of North Carolina, or should federal jurisdiction not attach, courts in Mecklenburg County, North Carolina.
- 6.16 **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any right or remedy of any nature whatsoever; and nothing in this Agreement will create, or be deemed to create, any rights, obligations, or legal relationship between Company and any Participant.
- 6.17 **Force Majeure.** No Party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control including, without limitation, acts of God, war or insurrection, terrorism, flood or storm, strikes, or rule or action of the government or agency. The Parties will make a good faith effort, however, to assure Participants have access to services under the Program.
- 6.18 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Stealth Partner Group, LLC:

Signature:  _____

Name and Title:

Date:

Address: 4725 Piedmont Row Drive, Ste. 600
Charlotte, NC 28210

Group:

Signature:

Name and Title:

Date:

EXHIBIT A

Schedule of Services

Company's services consist of the following:

- Conduct strategic planning sessions to review performance of Group's stop-loss coverage and establish future objectives and strategies to manage Group's stop-loss coverage to which this Agreement applies.
- Meet with Group's key designated representatives to discuss strategy and open items.
- Develop mutually agreeable renewal action plan and timeline that meets Group's stated objectives.
- Keep Group informed of significant changes and/or trends in the stop-loss marketplace.
- Analyze factors driving Group's stop-loss costs, and review utilization reports to determine causes of cost increases and develop mitigation strategies for the same.
- Benchmark various gene therapy treatments and evaluate the addition of new drugs and therapeutics for inclusion within the program.
- Coordinate with actuaries to ensure accurate and appropriate pricing for the therapies and program costs.
- Collect, validate, and submit all payments under the Program to Company per the terms of the contractual liability insurance policies and this Agreement. The Company will then remit payment, minus retail broker compensation and Company fees, to Insurer.
- Lead Program claim presentation process. Prior to submission of a Paid Claim to Company for payment, Company will review the claim to ensure that it is accurate and appropriate for submission. Company may work with the GHP and its third-party administrator to ensure that each claim is appropriate for submission.
- Ensure proper distribution of reimbursement under the Program. Only after Company receives a payment from the Insurer, will Company remit payment to the appropriate beneficiary (typically Group or Group's stop-loss carrier). Company will not be responsible for any distributions or reimbursements unless the same are received from the Insurer. Company makes no representation as to the financial viability or security of Insurer.

EXHIBIT B

Specified Specialty Pharmaceutical Benefit Disbursement Terms

Capitalized terms used herein shall have the same meaning as contained in the Agreement or, if not defined therein, as defined in this Exhibit B.

AGREEMENT EFFECTIVE DATE :

_____, 2024

GROUP HEALTH PLAN NAME AND ADDRESS:

AGREEMENT TERM AND CONDITIONS:

The term will begin on _____, 2024 and run through the policy period of the Covered Plan. The Program will utilize a first dollar risk structure and allow for a run-out period equal to the length of the policy period for the Covered Plan.

CLAIM BASIS:

Eligible “**Covered Expenses**” are the amounts that are paid by Group pursuant to the terms and conditions of the SPD solely for the cost of prescribed Covered Pharmaceuticals that are eligible for payment under this Agreement, provided all of the following additional terms, conditions, and requirements are met:

- a. Each of the time period-based requirements for the applicable Covered Pharmaceutical as identified in the Benefit Period Table has been met (e.g., Covered Diagnosis Period, Treatment Period, Claims Period, and if applicable, Run-In Period);
- b. The Covered Pharmaceutical has been:
 1. prescribed by a licensed physician to a Participant and dispensed from a pharmacy and health care provider, both approved by GHP and in accordance with the SPD, in full compliance with all Food & Drug Administration (“FDA”) guidance, requirements, and conditions for approval and use thereof for the Covered Disease; and
 2. initially administered during the applicable Covered Pharmaceutical’s Treatment Period (as specified on the Benefit Period Table) to a Participant who was diagnosed with a Covered Disease within the applicable Covered Pharmaceutical’s Covered Diagnosis Period (as specified on the Benefit Period Table) with the intent to treat the Covered Disease;
- c. The Covered Expenses are the responsibility of GHP under the terms of its SPD with respect to Participants;

- d. The Covered Expenses have been approved and Paid by GHP under the terms of its SPD within the Benefit Period (as specified on the Benefit Period Table) and are valid for the Covered Pharmaceuticals administered during the applicable Covered Pharmaceutical's Treatment Period (as specified on the Benefit Period Table);
- e. The Covered Plan is in full force and effect for the Participant during the applicable Benefit Period, has approved the amount of the Covered Expenses for coverage under the Covered Plan, and has funded in full the balance of any Covered Expenses paid by the GHP;
- f. The Claim was submitted to Company and approved within the Claims Period (as specified on the Benefit Period Table); and
- g. All of the other terms, conditions, requirements, provisions, and definitions contained herein and in the Agreement have been satisfied.

ADDITIONAL DEFINED TERMS:

“Benefit Period” shall mean, for each applicable Covered Pharmaceutical, the time span comprising the earliest beginning date of the time-based components set forth in the Benefit Period Table (i.e., the Agreement Period or, if applicable, the Run-In Period) until the end of the Claims Period for that Covered Pharmaceutical, as specified on the Benefit Period Table.

“Benefit Period Table” shall mean the table provided in this Exhibit B, which specifies the applicable Benefit Periods and corresponding requirements contained within each time period for a specific Covered Pharmaceutical in order for the Group to be eligible to seek payment under this Agreement for Paid Claims related thereto.

“Covered Plan(s)” shall mean commercial employer stop loss policies that include coverage for the Covered Pharmaceuticals (and are produced by Stealth Partner Group, LLC). All other population types are excluded unless specifically listed above.

“Covered Diseases” and their corresponding **“Covered Pharmaceuticals”** are as set forth below:

Covered Disease	Covered Pharmaceutical	Limits of Liability Per Covered Person Per Covered Pharmaceutical Per Applicable Benefit Period
Spinal Muscular Atrophy (SMA) – Types I and II	Zolgensma	\$2,322,044.00
	Spinraza	
Leber Congenital Amaurosis (LCA)	Luxturna	\$913,750
Transfusion Dependent Beta Thalassemia	Zynteglo	\$2,800,000
	Casgevy	
Cerebral Adrenoleukodystrophy (CALD)	Skysona	\$3,000,000
Hemophilia A	Roctavian	\$2,900,000
Hemophilia B	Hemgenix	\$3,500,000
	Beqvez	
Duchenne Muscular Dystrophy (DMD)	Elevidys	\$3,200,000

Covered Disease	Covered Pharmaceutical	Limits of Liability Per Covered Person Per Covered Pharmaceutical Per Applicable Benefit Period
Sickle Cell Disease	Casgevy	\$2,200,000
	Lyfgenia	\$3,100,000
Metachromatic Leukodystrophy (MLD)	Lenmeldy	\$4,250,000
Multiple Myeloma	Abecma	\$498,408
	Carvykti	\$522,055
Congenital Athymia	Rethymic	\$2,729,500

Benefit Period Table

Covered Pharmaceutical	Run-In Period	Covered Diagnosis Period	Treatment Period	Claims Period
Luxturna	Not Applicable	Participant must be diagnosed with a Covered Disease during the Agreement Period.	Covered Pharmaceutical must be initially administered to Participant between the first day of the Agreement Period and 12 months immediately following the last day of the Agreement Period.	Claims for Covered Pharmaceuticals must be filed, approved, and paid by the Named Insured and the Covered Stop Loss Plan within 24 months immediately following the last day of the Agreement Period and are valid for Covered Pharmaceuticals administered during the Treatment Period.
Zynteglo				
Skysona				
Elevidys				
Lenmeldy				
Rethymic				
Abecma				
Carvykti				
Casgevvy				
Lyfgenia				
Hemgenix	Not Applicable	- Participant must be diagnosed with a Covered Disease during the Agreement Period; or - Participant with an existing diagnosis must join the Covered Stop Loss Plan during the Agreement Period and must not have been a Participant at any time during the 12 months preceding the inception of the Agreement Period.	Covered Pharmaceutical must be initially administered to Participant between the first day of the Agreement Period and 12 months immediately following the last day of the Agreement Period.	Claims for Covered Pharmaceuticals must be filed, approved, and paid by the Named Insured and the Covered Stop Loss Plan within 24 months immediately following the last day of the Agreement Period and are valid for Covered Pharmaceuticals administered during the Treatment Period.
Roctavian				
Beqvez				
Zolgensma	Participant must be born within: - the Agreement Period; or 90 days immediately preceding the first day of the Agreement Period or the enrollment start date of Participant into the Named Insured's self-funded health care benefits plan within the Agreement Period (the "Run-In Period"), provided in both cases the Participant did not receive a diagnosis for the Covered Disease during such 90-day period.	Participant must be diagnosed with a Covered Disease between the first day of the Agreement Period and 12 months immediately following the last day of the Agreement Period.	Covered Pharmaceutical must be initially administered to Participant between the first day of the Agreement Period and 12 months immediately following the last day of the Agreement Period.	
Spinraza		Participant must be diagnosed with a Covered Disease between the first day of the Agreement Period and 24 months immediately following the last day of the Agreement Period.	Covered Pharmaceutical must be initially administered to Participant between the first day of the Agreement Period and 24 months immediately following the last day of the Agreement Period.	

EXCLUSIONS:

1. Any liability or obligation for a Covered Disease that was diagnosed (and/or for a Covered Pharmaceutical that was prescribed) prior to the Agreement Period (except that, with respect to any coverage under this Policy for Roctavian, Hemgenix, or Beqvez as Covered Pharmaceuticals, this exclusion shall not apply to a Participant with an existing diagnosis who joins the Covered Plan during the Agreement Period provided that they have not been a Participant at any time during the 12 months preceding the inception of the Agreement Period).
2. Solely with respect to Covered Pharmaceuticals Zolgensma and Spinraza, Covered Expenses for a Participant born prior to the Agreement Period (or, if applicable, prior to the Run-In Period).
3. Solely with respect to Covered Pharmaceuticals Luxturna, Zynteglo, Skysona, Elevidys, Lenmeldy, Casgevy, Lyfgenia, Abecma, Carvykti, and Rethymic, Covered Expenses for a Participant diagnosed with a Covered Disease prior to the Agreement Period.
4. Solely with respect to Covered Pharmaceutical Roctavian, Hemgenix, and Beqvez, Covered Expenses for a Participant who joins the Covered Plan during the Agreement Period but who was a Participant under the Group's prior health plan (whether self-funded or insured) within the last twelve (12) month period preceding the inception date of the Agreement Period.
5. Expenses for Covered Pharmaceuticals that are administered "off-label" or (or otherwise outside of the guidance, requirements, and conditions for approval and use thereof for the Covered Disease by the FDA). Approved indications are defined as the following and additional exclusions may apply:
 - a. Zolgensma - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. Zolgensma Prescribing Information. Version: October 2023
<https://www.fda.gov/media/126109/download?attachment> (Accessed July 2024).
 - b. Luxturna - FDA U.S. Food and Drug Administration Vaccines, Bloods and Biologics. Luxturna Prescribing Information. Version: May 2022
<https://www.fda.gov/media/109906/download?attachment> (Accessed July 2024).
 - c. Spinraza - FDA US Food and Drug Administration. Drugs@FDA FDA-Approved Drugs. Spinraza Prescribing Information. Version: June 2020
https://www.accessdata.fda.gov/drugsatfda_docs/label/2020/209531s0101bl.pdf (Accessed July 2024).
 - d. Zynteglo - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. ZYNTGLO Prescribing Information. Version: August 2022
<https://www.fda.gov/media/160991/download> (Accessed July 2024).
 - e. Skysona - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. SKYSONA Prescribing Information. Version: September 2022
<https://www.fda.gov/media/161640/download> (Accessed July 2024).
 - f. Elevidys - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. ELEVIDYS Prescribing Information. Version: June 2024
<https://www.fda.gov/media/169679/download?attachment> (Accessed July 2024).

- g. Roctavian - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. Roctavian Prescribing Information. Version: June 2023
<https://www.fda.gov/media/169937/download?attachment> (Accessed July 2024).
 - h. Hemgenix - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. HEMGENIX Prescribing Information. Version: November 2022
<https://www.fda.gov/media/163467/download?attachment> (Accessed July 2024).
 - i. Beqvez - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. BEQVEZ Prescribing Information. Version: April 2024
<https://www.fda.gov/media/178140/download?attachment> (Accessed July 2024).
 - j. Casgevy - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. CASGEVY Prescribing Information. Version: December 2023 Package Insert -
<https://www.fda.gov/media/174615/download?attachment> (Accessed July 2024).
 - k. Casgevy - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. CASGEVY Prescribing Information. Version: January 2024 Package Insert -
<https://www.fda.gov/media/175481/download?attachment> (fda.gov) (Accessed July 2024).
 - l. Lyfgenia - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. LYFGENIA Prescribing Information. Version: December 2023
<https://www.fda.gov/media/174610/download?attachment> (Accessed July 2024).
 - m. Lenmeldy - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. LENMELDY Prescribing Information. Version: March 2024
<https://www.fda.gov/media/177109/download?attachment> (Accessed July 2024).
 - n. Abecma - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. ABECMA Prescribing Information. Version: April 2024
<https://www.fda.gov/media/147055/download?attachment> (Accessed July 2024).
 - o. Carvykti - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. CARVYKTI Prescribing Information. Version: April 2024
<https://www.fda.gov/media/156560/download?attachment> (Accessed July 2024).
 - p. Rethymic - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. RETHYMIC Prescribing Information. Version: October 2021
<https://www.fda.gov/media/152912/download?attachment> (Accessed July 2024).
6. Expenses for Spinraza® initially approved by the Group's self-funded health care benefits plan in accordance with the SPD for a Participant who is over two (2) years of age at the time of such initial approval.
 7. Expenses for Covered Pharmaceuticals incurred (i) while the Covered Plan is not in full force and effect for the Participant, or (ii) for an individual not covered under the Covered Plan..
 8. Deductibles, co-payment amounts, or any other expenses which are not payable under the terms of the Covered Plan (or expenses which are payable by the Covered Plan, or to the Covered Plan, from any other source).

9. 14. Any financial obligations or expenses resulting from any extra or non-contractual claims or damages (or any legal fees, costs, and expenses associated with the defense thereof), or any statutory, regulatory, administrative, or court-ordered fines, penalties, or damages of any kind.
10. Legal expenses of any kind or description, including legal expenses related to or incurred for the confinement of a Participant or any compulsory process to adopt, abstain from, or cease to continue a particular mode of treatment, care, or therapy.
11. Expenses arising out of, caused by, contributed to or in consequence of war, declared or undeclared, or any act or hazard of such war.
12. Claim payments not administered or paid according to the SPD and Covered Plan, or for which there is no documented proof of loss, unless the payment was authorized in writing by the Company.
13. Covered Expenses that are not approved and/or funded by the Covered Plan.
14. Unless approved by Insurer, business derived from any pool, association, including joint UW associations, syndicate, exchange, plan, or other facility directly as a member, subscriber, or participant, or indirectly by way of insurance or assessments, unless otherwise indicated in the Covered Plan section above.
15. Solely with respect to Covered Plans providing benefits pursuant to Medicaid, amounts otherwise included in the definition of Covered Expenses by virtue of the inclusion of the "Run-In Period" to the definition of the Agreement Period, Covered Diagnosis Period, Benefit Period, Claims Period, Participant, and/or Treatment Period.
16. Business derived from any pool, association, including joint UW associations, syndicate, exchange, plan, or other facility directly as a member, subscriber, or participant, or indirectly by way of insurance or assessments.
17. Assumed Insurance
18. Excess Policy Limits
19. Ex-Gratia Payments
20. Covered Expenses incurred after a the Group's Covered Plan terminates due to non-payment of premium unless the Insurer authorizes reinstatement of the policy in writing.
21. Covered Expenses that constitute reimbursable benefits under a separate stop loss or excess loss policy between the Insurer and Covered Plan.

Specified Specialty Pharmaceutical Performance Guarantee

1. **In consideration of the benefits and obligations of the respective Parties under this Agreement, Company guarantees that Group's funding of its Specified Pharmaceutical Benefit Plan as described herein shall not require additional funding from what is specified in Section 3 of the Agreement to which this Exhibit B is also attached.**

2. This Performance Guarantee is subject to cancellation or revision prior to the acceptance of the guarantee pursuant to Section 7 below.
3. Company will collect such appropriate fees and costs as outlined in this Agreement and will distribute such disbursements and applicable reimbursements as necessary for the administration of the Program. Company will distribute any applicable disbursements and reimbursements only after it receives such disbursements and reimbursements from the Insurer as they are defined in the Agreement and will not be liable or responsible to any party for such disbursements and reimbursements unless they are actually received.
4. After diligent and complete review, all the information provided and/or to be provided as requested in this Performance Guarantee to evaluate the risk is true and complete; that any agreement issued is in reliance upon the truth of such statements, declarations, and representations; and that such statements, declarations, and representations will form a part of the Agreement.
5. Group will cooperate in any requests for information including, but not limited to, the validation of any claim or request for disbursement. Any inaccuracy known by Group or Group's broker at the time of providing such information or failure to disclose any such known information, including all claims or potential claims, paid or pending, can change the terms, conditions, or premiums, or can void applicability.
6. Nothing herein, express or implied, is intended to confer to any person, other than the parties hereto, any right or remedy of any nature whatsoever; and nothing will create, or be deemed to create, any rights, obligations, or legal relationship between the parties.
7. The receipt of the first month's funding and deposit of any check drawn in connection with this Performance Guarantee shall constitute an acceptance of liability.

Upon receipt and acceptance of the following items, the guarantee will be effective for all Participants not explicitly excluded by the Exclusion criteria herein:

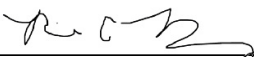
1. First month's funding, and
2. Fully executed copy of this Performance Guarantee

All Participants enrolled in the Covered Plan and meeting the eligibility definitions are covered.

The guarantee provided herein is based upon information provided by Group or Group's broker. Upon signing this Performance Guarantee, the guarantee is effective as of the beginning of the Agreement Term. In the event of any differences in terms between the Performance Guarantee and the Agreement, the Agreement language will supersede this Performance Guarantee. This Performance Guarantee will become part of the Agreement when issued.

By signing below, Group's representative agrees to the terms as stated herein and warrants they are duly authorized to execute this acceptance on behalf of Group:

Stealth Partner Group, LLC:

Signature:  _____

Name and Title:_____

Date: _____

Group:

Signature: _____

Name and Title: _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Authorize the Application and Acceptance of a Kentucky League of Cities Liability Grant in the Amount of \$3,000. --**S. Wilcox**

Category: Municipal Order

Staff Work By: Braden Throgmorton, Stefanie Wilcox, Hope Reasons
Presentation By: Stefanie Wilcox

Background Information: KLC Insurance Services makes funds available to liability members for various expenses that improve safety and reduce liability. Members with liability premiums before taxes of \$35,000 and above are eligible for up to a \$3,000 reimbursement grant. The grant requires a 50/50 match. As this is a reimbursement grant, Human Resources will be submitting completed sidewalk repairs and improvements for reimbursement. By replacing and repairing existing sidewalks we are creating a safer environment for pedestrians who utilize our sidewalks for recreation or commuting.

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: 23002217 542270

Staff Recommendation: Authorize the application and acceptance of the KLC Liability Grant and for the Mayor to sign all documents related to same.

Attachments:

1. MO - app & award - klc safety grant sidewalks 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR AN FY2024 KENTUCKY LEAGUE OF CITIES SAFETY GRANT IN THE AMOUNT OF \$3,000 FOR PARTIAL REIMBURSEMENT OF SIDEWALK REPAIRS AND IMPROVEMENTS AND ACCEPTING ANY GRANT FUNDS AWARDED BY KLC, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain an FY2024 Matching Insurance Services Safety Grant in the amount of \$3,000 from the Kentucky League of Cities for partial reimbursement of sidewalk repairs and improvements, which will create a safer environment for pedestrians who utilize City sidewalks for recreation and commuting.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the Kentucky League of Cities Insurance Services Safety Grant and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. The 50/50 matching requirement will be paid from Account Number 2300 2217 542270.

SECTION 4. This order will 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, October 22, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, October 22, 2024
\\mo\grants\app & award - klc safety grant sidewalks 2024

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Adopt a new Interlocal Agreement for the Paducah/McCracken County Geographic Information System.” **E. Stuber**

Category: Ordinance

Staff Work By: Eric Stuber,
Dallas McKinney
Presentation By: Michelle
Smolen

Background Information: On March 9, 1999, City of Paducah, McCracken County, Paducah Water Works, and Paducah Power executed an agreement to establish the McCracken County and Paducah Geographic Information System Consortium (“Original Agreement”). Since the execution of the Original Agreement, JSA and Paducah-McCracken 911 Service (hereinafter “911”) joined through separate addendums which were incorporated into the Original Agreement.

The McCracken County PVA (PVA) was approached to determine whether they would be interested in joining the consortium because they maintain records, specifically the parcel characteristics and owner information, that all consortium members would benefit from. In addition, the PVA pays \$50,000 per year to fly aerial imagery every 2 years and provides that aerial imagery to consortium members at no cost and has done so for the last 4 years.

The PVA stated that their barrier to joining the consortium is the initial funding requirement of \$120,000. However, the GIS Steering committee discussed and determined that the aerial imagery that they have provided to the consortium members to date has far exceeded \$120,000 and that we would recommend allowing the PVA to join for in-kind services.

Because PVA wishes to join as a Participating Agency with in-kind services rather than a one-time initial payment, a new Agreement allowing such is necessary. This Agreement largely incorporates the terms of the Original Agreement and its various addendums, as well as new and additional terms agreed upon by the Participating Agencies.

The other material change to the interlocal agreement is the removal of 2 at-large members from the GIS Steering Committee; one appointed by the City of Paducah and one appointed by the McCrackenc County Fiscal Court.

Historically, the City and County are unable to find citizens willing to serve on the steering committee because the committee is largely an internal operational committee that at-large members find no benefit from and therefore do not attend meetings. This can cause issues with the committee's ability to have a quorum in order to conduct business.

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 Mayor to sign an interlocal agreement to establish Paducah/McCracken County Geographic Information System.

Attachments:

1. ORD - ILA - GIS
2. 9.19 AGREEMENT TO ESTABLISH PADUCAH MCCRACKEN COUNTY GIS 2024 (002)

ORDINANCE NO. 2024 -10-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATIVE AGREEMENT WITH McCRACKEN
COUNTY FISCAL COURT, PADUCAH WATER WORKS, PADUCAH
POWER SYSTEMS, PADUCAH McCRACKEN COUNTY JOINT
SEWER AGENCY, AND McCRACKEN COUNTY PROPERTY
VALUATION ADMINISTRATOR FOR THE PROVISION AND
MAINTENANCE OF THE GEOGRAPHIC INFORMATION SYSTEM
FOR THE MAPPING OF McCRACKEN COUNTY

WHEREAS, McCracken County, City of Paducah, Paducah Water, Paducah Power and Paducah-McCracken County Joint Sewer Agency have previously entered into an interlocal agreement forming a MAP~GIS Consortium whereby the members coordinate their efforts in the development and maintenance of a Geographic Information System (GIS) for the mapping of McCracken County, Kentucky; and

WHEREAS, GIS is recognized as a tool for accomplishing resource efficiency and collaborative data development in McCracken County and serves a valid public purpose; and

WHEREAS, GIS has become an integral part of the operations of its members; and

WHEREAS, the members desire to add McCracken County Property Valuation Administrator as a member to this Agreement in exchange for the provision of in-kind services; and

WHEREAS, PVA wishes to join as a Participating Agency with in-kind services as consideration therefor.

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

Section 1. The City of Paducah, Kentucky, hereby approves the Interlocal Cooperative Agreement between the City of Paducah, McCracken County Fiscal Court, Paducah Water, Paducah Power, Paducah McCracken County Joint Sewer Agency and McCracken County Property Valuation Administrator, a copy of which is attached hereto. It is hereby found and determined that the Interlocal Cooperative Agreement furthers the public purposes of the City and it is in the best interest of the citizens, residents and inhabitants of the City that the City enter into the Interlocal Cooperative Agreement for the purposes therein specified and the execution and delivery of the Interlocal Cooperative Agreement is hereby authorized and approved. The Mayor is hereby authorized to execute the Interlocal Cooperative Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Interlocal Cooperative Agreement with such changes in the Interlocal Cooperative Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City.

The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such Interlocal Cooperative Agreement by such official.

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

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

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

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

GEORGE BRAY, MAYOR

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Introduced by the Board of Commissioners, October 8, 2024

Adopted by the Board of Commissioners, _____, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, _____, 2024

Published by *The Paducah Sun*, _____, 2024

AGREEMENT TO ESTABLISH PADUCAH/McCRACKEN COUNTY GEOGRAPHIC INFORMATION SYSTEM

This Agreement to establish a Paducah/McCracken County Geographic Information System between and among the City of Paducah ("City"), the McCracken County Fiscal Court ("County"), Paducah Water Works ("Water Works"), Electric Plant Board of the City of Paducah, Kentucky, d/b/a Paducah Power System ("Paducah Power"), Paducah McCracken County Joint Sewer Agency ("JSA"), and McCracken County Property Valuation Administrator ("PVA") (hereinafter collectively referred to as "Participating Agencies") (hereinafter referred to as the "Agreement") is entered into and is effective as of this the ___ day of _____ 2024.

PRIOR AGREEMENT

On March 9, 1999, City, County, Water Works, and Paducah Power executed an agreement to establish the McCracken County and Paducah Geographic Information System Consortium ("Original Agreement"). Since the execution of the Original Agreement, JSA and Paducah-McCracken 911 Service (hereinafter "911") joined through separate addendums which were incorporated into the Original Agreement.

Because PVA wishes to join as a Participating Agency with in-kind services rather than a one-time initial payment, a new Agreement allowing such is necessary. This Agreement largely incorporates the terms of the Original Agreement and its various addendums, as well as new and additional terms agreed upon by the Participating Agencies.

RECITALS

A. The Participating Agencies previously determined that the public interest would be served and the efficiency and effectiveness of each of their organizations would be enhanced by the creation of a County-wide Geographic Information System ("GIS"). This continues to be the Participating Agencies' belief.

B. The Participating Agencies hereto desire to enter into this Agreement upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. STEERING COMMITTEE.

GIS shall be directed by a Steering Committee which will consist of (1) one member from each Participating Agency, appointed by each Participating Agency and for a term designated by each Participating Agency and the GIS Coordinator. The Steering Committee will strive to make unanimous decisions; however, decisions made by majority vote shall be binding.

2. GIS COORDINATOR.

The City shall employ a GIS Coordinator. The Coordinator's duties shall include but not be limited to:

- Service as Chair of the Steering Committee
- Daily operation of GIS including security, operation and maintenance of central server, and regular backup of data
- Maintenance of on-line links to GIS server
- Preparation and maintenance of GIS standards documents
- Quality control to assure that standards are maintained for all shared data
- Maintenance of base map and data series not assigned to other agencies for maintenance
- Providing base map and data files to any Participating Agency that does not have on-line access in CD or other format
- Encouraging and providing GIS materials to new users pursuant to Steering Committee guidelines and in accordance with applicable law. It will be expressly stated in written contracts with third parties that there is no warranty as to GIS data.
- Preparing update and capital expenditure plans to keep GIS current

3. **INITIAL FUNDING.**

To date, City, County, Water Works, Paducah Power, JSA, and 911 have made a one-time payment of One Hundred Twenty Thousand Dollars (\$120,000.00) cash to the City to reimburse the City for each agency's proportional costs incurred by the City for:

- Digitized aerial photos and base map
- Updating the GIS Implementation Plan
- Hardware, software, and communications equipment common to all users as identified in the updated Implementation Plan
- Coordinator's time directly attributable to work on the GIS

However, henceforth, the initial cash contribution of a Participating Agency will be set by the Steering Committee, taking into account the proposed Participating Agency's past and/or future in-kind services that such Participating Agency will make to GIS. To that end, it has been determined that PVA has provided, and will continue to provide, services to GIS such that its funding payment is hereby waived by GIS. PVA agrees to continue to provide the same or similar services that it has provided to GIS to date.

4. **SUBSEQUENT FUNDING.**

Subject to approval by the Steering Committee, each Participating Agency shall pay an annual fee and its proportionate share of personnel and operating costs, including Esri's Licensing Fees, directly attributable to GIS as well as update costs for aerials and base maps and any other costs the Steering Committee may approve. The Steering Committee may waive any such costs to

a Participating Agency if it is determined that the in-kind services provided by that Participating Agency sufficiently compensates GIS for such costs. All cash payments shall be due and payable by each Participating Agency within thirty (30) days of receipt of written request for payment. Any agency that does not make such timely payments shall be terminated pursuant to the provisions of Section 14 of this Agreement.

5. **DATA OWNERSHIP RESPONSIBILITIES.**

Each Participating Agency shall be the "owner" of map layers and data series as assigned by the Steering Committee. Each agency shall keep the data it "owns" current, maintain the data in accordance with the GIS Standards Document, and make the data available to other Participating Agencies on the GIS server.

6. **GIS PROPERTY**

All real and personal property shall be acquired by purchase, lease, or donation and shall be held in the name of the Participating Agencies for the benefit of the GIS.

7. **AUTHORITY TO CONTRACT**

The GIS Steering Committee, in consultation with the GIS coordinator, shall have the authority to set reasonable fees and enter into contracts regarding the use of GIS products and services, including use for commercial purposes. Said fees shall be based on the cost of media, mechanical processing, staff required to produce the copy, and the cost of creation and maintenance of the data. Fees for on-line access to GIS shall further be based on the cost of physical connection to the system and reasonable cost of computer time access charges. It is expressly understood and agreed that MAP-GIS shall not warrant the accuracy of any GIS data to any third party. Further, in any written agreements regarding the same, the accuracy of the GIS data shall be expressly disclaimed.

8. **SERVER AND NETWORK**

The City will establish and maintain the GIS server, on which all shared GIS data will reside, and make on-line access to such server available to each Participating Agency.

9. **ADDING PARTICIPATING AGENCIES.**

Additional public agencies, as defined by KRS 65.230, may become Participating Agencies upon execution of this Agreement and payment as established by the Steering Committee.

10. **CONTRACT PARTICIPANTS.**

Organizations that are not public agencies may have access to some or all of the GIS, may serve as owners of data series and map layers, and may appoint a member to sit as a non-voting member of the Steering Committee. Such organizations shall be called "contract participants." The scope of a contract participant's participation and fees it must pay shall be approved by the Steering Committee and defined in a written agreement between the contract participant and GIS.

11. **TERMINATION OF A PARTICIPATING AGENCY.**

Any Participating Agency may terminate its participation in GIS upon thirty (30) days written notice to the Steering Committee. Additionally, any Participating Agency that does not make timely payments for subsequent funding of GIS as outlined in Section 4 of this Agreement, shall be terminated. Terminating agencies shall receive a copy of current GIS data. No terminating agency shall have any right to a refund of any or all of its initial contribution or of any payments made for subsequent funding.

12. **TERM OF AGREEMENT.**

The term of this Agreement shall be five (5) years commencing on the effective date of this Agreement. This Agreement shall renew for additional one (1) year terms unless a majority of Participating Agencies give notice of termination of this Agreement to the Steering Committee in writing sixty (60) days prior to expiration of the then term of this Agreement.

13. **TERMINATION OF AGREEMENT.**

In the event that a majority of agencies gives notice to terminate this Agreement pursuant to this Section, the GIS Coordinator shall terminate this Agreement by providing each Participating Agency with a written notice of termination. The termination notice shall be effective thirty (30) days after written notice by the GIS Coordinator. Upon termination, each Participating Agency shall be provided a copy of current data as of the date of termination. All other assets of GIS shall be distributed based on the highest bid made by each Participating Agency and if no such bid is made, the remaining assets will be made available for public bid through procedures to be determined by the GIS Coordinator and in compliance with applicable laws. Any funds received from the sale of assets shall be distributed on a pro-rata basis to the Participating Agencies.

14. **NOTICES.**

All notices or consents made or given by either party in connection with this Agreement must be in writing to be effective and shall be deemed given if delivered personally (which includes notices given by messenger or overnight courier) or, if delivered by mail, shall be deemed given and delivered five (5) business days after being deposited in any duly authorized United States mail depository, postage prepaid, certified with return receipt requested. Any notices delivered hereunder shall be addressed to the following unless otherwise notified in accordance with this paragraph:

PADUCAH/McCRACKEN COUNTY GIS
ATTN: Steering Committee
500 Clark St.
Paducah, Kentucky 42003

CITY OF PADUCAH
ATTN: Paducah City Manager

P.O. Box 2267
Paducah, Kentucky 42002-2267

McCRACKEN COUNTY FISCAL COURT
ATTN: County Judge Executive
300 Clarence Gaines Street
Paducah, Kentucky 42003

PADUCAH WATER WORKS
ATTN: Chief Executive Officer
P.O. Box 2377
Paducah, Kentucky 42002

PADUCAH POWER SYSTEM
ATTN: Chief Executive Officer
P.O. Box 180
Paducah, Kentucky 42002

PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY
ATTN: Executive Director
621 Northview Street
Paducah, Kentucky 42001

PADUCAH McCRACKEN 911 SERVICE
ATTN: CJA Director
510 Clark Street
Paducah, Kentucky 42001

MCCRACKEN COUNTY PROPERTY VALUATION ADMINISTRATOR
ATTN: Property Valuation Administrator
621 Washington Street
Paducah, Kentucky 42003

15. **INDEMNIFICATION.**

Each Participating Agency shall indemnify, hold harmless and defend the other Participating Agencies or their legally related entities and any of their directors, officers, employees, contractors and agents from and against any claim, liability, loss or costs (including reasonable attorneys' fees and costs of defense actually incurred) arising from or connected with, and in proportion to, any act or omission of each Participating Agency, any of its directors, officers, employees, contractors, agents or representatives. Each Participating Agency agrees to promptly notify the other Participating Agencies of the commencement of any litigation or the making of any claim, which can reasonably be expected to result in indemnity or contribution under the terms of this Agreement.

16. **GOVERNING LAW.**

The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Kentucky.

17. **ATTORNEY'S FEES.**

In the event any Participating Agency to the Agreement brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing Participating Agency(ies) (as determined by the court, agency, or the authority before which such suit or proceeding is commenced) may, in addition to such relief as may be awarded, be entitled to recover attorneys' fees, expenses and costs of investigation as actually incurred.

18. **SEVERABILITY.**

Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

19. **CAPTIONS.**

The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to or in any way may be used to modify, explain or place any construction upon any of the provisions of this Agreement.

20. **INTEGRATION.**

This Agreement constitutes the entire understanding between and completely express the intent of the parties. This Agreement supersedes all prior discussions and agreements between the parties, including the Original Agreement, and shall not be altered or amended except in writing dated and signed by the Participating Agencies and the Steering Committee. All Exhibits and amended Exhibits shall be dated and signed by all Participating Agencies and the Steering Committee.

IN WITNESS WHEREOF, this Agreement is executed and accepted by each Participating Agency on this the _____ day of _____ 2024. Each of the Participating Agencies executing this Agreement intends to be legally bound hereby and, by execution, represents that it has the authority to enter into this binding Agreement and that its execution of this Agreement does not violate any bylaws, rules or regulations applicable to it.

City of Paducah

BY: _____

Date: _____

McCracken County Fiscal Court

BY: _____ Date: _____

Paducah Water Works

BY: _____ Date: _____

Electric Plant Board of the City of Paducah, Kentucky, d/b/a Paducah Power Systems

BY: _____ Date: _____

Paducah McCracken County Joint Sewer Agency

BY: _____ Date: _____

Paducah McCracken 911 Service

BY: _____ Date: _____

McCracken County Property Valuation Administrator

BY: _____ Date: _____

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of
_____, 2024, by _____ (title), City of Paducah.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____ (title), McCracken County Fiscal Court.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____ (title), Paducah Water Works.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____, _____ (title), Electric Plant Board of the City of Paducah, Kentucky, d/b/a/ Paducah Power System.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____, _____ (title),
Paducah McCracken County Joint Sewer Agency.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____, _____ (title),
Paducah McCracken 911 Service.

My Commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024, by _____, _____ (title),
McCracken County Property Valuation Administrator

My Commission expires _____.

Notary Public, State at Large

This instrument prepared by:

Stacey A. Blankenship
Keuler, Kelly, Hutchins,
Blakenship, & Sigler, LLP
100 South 4th Street, Suite 400
Paducah, KY 42001

4886-8918-6241

Approved by:

Department of Local Government

Date

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Amending Chapter 78 Personnel Ordinance - **S. WILCOX**

Category: Ordinance

Staff Work By: Stefanie Wilcox
Presentation By: Stefanie Wilcox

Background Information: **Chapter 78 Personnel - Summary of Changes**

Sec. 78-31 Holidays.

Removing section (b) – Holidays are no longer handled this way. (Adjusting remaining subsections letters.)

Changes to Section (d) – Holiday pay for Part-time / Seasonal / Temporary employees

This section used to be specific to 911 employees only and is now for all non-FT employees and how holidays are paid should they be required to work on them.

Sec. 78-32 Vacation leave.

Subsection (c) – Most of this section has been removed and refers back to the collective bargaining agreement (CBA) for the twenty-four (24) hour shift employees in how vacation accruals will be handled.

The same goes for subsection (f)

Removing Section (j) – 911 employees follow vacation leave as listed for full-time employees.

Sec. 78-33. Sick leave.

Section (a) – Listing that sick may be different according to CBA, and adding language for fire shift employees.

Section (c) – Notification should follow HR-21 Sick Leave policy.

Section (g) – Remove due to CBA covering Sick Time for Fire employees.

Sec. 78-38. Annual military leave.

Defines the total amount of time for Fire employees annually based on shift work.

Sec. 78-40. Group life medical insurance.

Updates (a) to list that any different amounts would be define in CBA's for those employees. Police, Fire, and AFSCME get different amounts.

Sec. 78-61. Deferred compensation plan.

Section (a) Updating the language to include all Deferred Comp plans the City allows employees to participate in.

Sec. 78-66. Specialty pay.

Section (a) – Language added to allow Departments to define Specialty Pay for positions they represent.

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 recommended text changes to Chapter 78 Personnel Ordinance.

Attachments:

1. ORD - Amending Chapter 78 - Personnel
2. Chapter 78 Personnel Summary of Changes for Meeting v2

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING CHAPTER 78 PERSONNEL, ARTICLE II BENEFITS
AND LEAVES AND ARTICLE III COMPENSATION OF THE CODE OF
ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, Chapter 78, Articles II and III of the Paducah Code of Ordinances as it currently reads is inconsistent with some of the City of Paducah's current practices relating to benefits, leaves, and compensation;

WHEREAS, the Board of Commissioners deems it necessary and in the best interest of the City to amend various provisions of Chapter 78, Articles II and III to ensure the language is in compliance with the City's current practices;

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

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 78 Personnel, Article II of the Paducah Code of Ordinances by amending the following sections:

Sec. 78-31. – Holidays.

- (a) The following days during each calendar year are hereby designated as holidays on which all City employees will be granted a holiday:
 - (1) New Year's Eve Day;
 - (2) New Year's Day (January 1);
 - (3) Martin Luther King, Jr. Day;
 - (4) Memorial Day;
 - (5) Juneteenth National Independence Day;
 - (6) Independence Day (July 4);
 - (7) Labor Day;
 - (8) Thanksgiving Day;
 - (9) The day immediately following Thanksgiving Day;
 - (10) Christmas Eve (December 24);
 - (11) Christmas Day (December 25);

(12) One personal day;

and other holidays as may from time to time be designated by motion of the Board of Commissioners. If any of the days mentioned herein as holidays fall on a Saturday or Sunday, in such event, such holiday shall be recognized on a day, Monday through Friday, as determined by the City Commission.

(b) ~~As soon as possible after any holiday, the Police and Fire Department personnel shall be granted a leave of one (1) day to be selected by the respective head of the Police Department and Fire Department.~~

(e) ~~(b)~~ All other employees will be paid for recognized holidays not worked in an amount equivalent to eight (8) times the employee's regular hourly rate or the equivalent of one (1) day's pay. Such other employees who are required to work on a recognized holiday shall be further compensated at one and one-half (1 ½) times their straight time hourly rate. Members of the Police Department will receive double compensatory time for actual holidays worked.

(d) ~~Members of the Fire Department working as a member of a platoon performing duty in shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be given holiday time as may be scheduled with the Chief of the Fire Department with a credit of two (2) holidays per twenty-four (24) hour shift, and they shall be compensated for such holiday at their average earnings including regular and overtime pay for a fifty-six (56) hour work week.~~

(c) ~~(e)~~ Holiday pay for Part-time / Seasonal / Temporary employees of 911 Emergency Communication Service.

(1) ~~For the purpose of this subsection, a qualifying quarter of service shall be a quarter in which a part-time / seasonal / temporary employee of the City Emergency Communication Service will be paid at their overtime rate of one and one half their regular hourly rate for time that they work on a Holiday defined in Section (a) for a minimum average of thirty (30) hours of work per week.~~

(2) ~~All full-time employees of the 911 Emergency Communication Service shall be entitled to holiday pay in accordance with this section.~~

(3) ~~After completion of one (1) year of service with the Emergency Communication Service, part-time employees shall be granted holiday benefits and pay in accordance with this section for each qualifying quarter of service. For determining an employee's eligibility for holiday benefits and pay, reference shall be made to the quarter preceding the holiday in question. If the employee did not complete a qualifying quarter of service during the preceding quarter, the employee shall not be eligible for holiday benefits and pay for which the employee would otherwise be entitled.~~

(4) ~~Notwithstanding the foregoing provisions of this subsection, no part-time employee of the Emergency Communication Service shall be entitled to accrue holiday benefits until such employee has completed one (1) year of service.~~

Sec. 78-32. Vacation leave.

(a) *Generally.*

- (1) Except for uniformed members of the Police and Fire Departments, all employees shall receive vacation time as follows: During the first nine (9) years of employment, vacation time shall accrue per pay period for a total of one hundred twenty (120) hours per year.

At the beginning of the tenth year, vacation time shall accrue per pay period for a total of one hundred sixty (160) hours per year.

At the beginning of the fifteenth year, vacation time shall accrue per pay period for a total of two hundred (200) hours per year.

At the beginning of the twentieth year, vacation time shall accrue per pay period for a total of two hundred forty (240) hours per year.

Each member may accrue up to a maximum of four hundred (400) hours of vacation at any one time. Absence for a fraction or part of a day that is chargeable to vacation in accordance with the provisions of this article shall be charged proportionately in an amount not smaller than one (1) hour increments.

- (2) An employee may accumulate up to a maximum of four hundred (400) hours of vacation at any one (1) time. Upon termination of employment, all employees shall be paid for any unused vacation leave not to exceed four hundred (400) working hours. No vacation leave shall be credited to any employee until such time as the employee has worked for the City for six (6) consecutive months, after which the vacation leave shall be credited from the date of employment.
- (3) After obtaining vacation eligibility, an employee may take vacation as may be reasonably scheduled with the employee's department director as hereinafter set forth in subsection (h) of this section, or, in the case of a department director, as may be scheduled with the City Manager.
- (4) A month in which an employee is paid for twelve (12) days or more shall be considered as a month of service.

(b) *Police Department.* All present sworn and nonsworn employees of the Police Department shall receive vacation at the rate set forth above. All members of the collective bargaining unit shall receive the rates set forth in the current agreement.

- (1) Each member may accrue up to a maximum of fifty (50) days of vacation at any one (1) time.

(c) ~~*Members of Fire Department working twenty-four (24) hour shifts.*~~ All members of the Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty accrue Vacation as outlined in the Collective Bargaining Agreement. ~~Members of the Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty who have less than fifteen (15) years of continuous service with the Department, and were with the Department prior to July 1, 1980, shall accrue vacation at the annual rate of seven (7) work days.~~

- ~~(1) All other members of the Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall accrue vacation as follows: Members who have less than three (3) years' service with the Department, at the annual rate of~~

~~five (5) work days; members who have successfully completed more than three (3) years' but less than ten (10) years' service with the Department, at the annual rate of six (6) working days; members who have successfully completed more than ten (10) years' but less than sixteen (16) years' service with the Department, at the annual rate of seven (7) working days; members who have successfully completed more than sixteen (16) years' but less than twenty (20) years' service with the Department, at the annual rate of eight (8) working days; members who have successfully completed more than twenty (20) years' but less than twenty-five (25) years' service with the Department, at the annual rate of nine (9) working days; and members who have successfully completed more than twenty-five (25) years' of service with the Department, at the annual rate of ten (10) working days.~~

- (2) ~~A work day as used in this section shall mean a twenty-four (24) hour period. Such vacation shall be taken with the approval and consent of the Fire Chief. Vacation pay shall be computed at the average pay the employee would receive for the period of time covered by the vacation based on an average work week of fifty-six (56) hours. Members with less than ten (10) complete years of service shall not be allowed to accumulate vacation time. Vacation time must be taken as scheduled each year. Each member who has completed ten (10) years of service may accumulate up to a maximum of twenty-five (25) days of vacation at any one (1) time.~~
- (d) *Other members of Fire Department.* Uniformed members of the Fire Department not included in subsection (c) of this section shall receive the same vacation accrual as the employees of the City who are not uniformed members of the Police and Fire Departments. No member of the Fire Department shall receive an accrual rate for vacation than that member had on June 30, 1980, as a result of the change in vacation accrual effective July 1, 1980.
- (e) *Employees paid on hourly basis.* Regular full-time employees paid on an hourly wage basis shall receive vacation pay at their regular hourly rates, for the number of hours in their regular daily shifts for each working day while on vacation leave.
- (f) *Payment for unused leave.* Upon termination of employment, all members of the Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be paid for any unused accrued vacation as outlined in Article 11 of the Collective Bargaining Agreement. All other ~~all employees except those governed by the collective bargaining agreement between the City and Firefighters' Local 168 shall be paid for any unused accrued vacation leave not to exceed fifty (50) working days.~~
- (g) *Accrual during leave of absence.* An employee granted a leave of absence with pay for any purpose shall continue to accrue vacation leave at the rate prescribed in this section during such absence. An employee granted a leave of absence without pay for any purpose shall not continue to accrue vacation leave while out.
- (h) *Vacation schedule.* Each department director ~~is responsible for the~~ shall prepare a schedule of vacations for the entire year indicating how many employees in their department. Directors determine how many employees may be gone from work within the department at any one (1) time, and requests for vacation shall be applied for on a basis of seniority. Accrued time not originally applied for may be taken with the approval of the department director at any time. All members of the Fire Department working shifts of

twenty-four (24) hours on duty and forty-eight (48) hours off duty shall schedule vacation as outlined in the Collective Bargaining Agreement.

- (i) *Advancement of leave days.* An employee may be advanced the number of days of vacation leave that would be earned during the remainder of the current calendar year, but, if an employee is separated from employment before such advance leave is accrued under this section, the employee shall reimburse the City for the amount of unaccrued leave that was taken, and for this purpose a deduction shall be made from the employee's final payroll check.

~~(j) *Employees of 911 Emergency Communication Service.*~~

- ~~(1) For the purpose of this subsection, a qualifying quarter of service shall be a quarter in which a part-time employee of the Emergency Communication Service is paid for a minimum average of thirty (30) hours of work per week.~~
- ~~(2) All full-time employees of the 911 Emergency Communication Service shall be entitled to vacation pay in accordance with this section.~~
- ~~(3) After completion of one (1) year of service with the Emergency Communication Service, part-time employees shall accrue vacation at the rates set forth in this section for each qualifying quarter of service. The vacation will accrue at the end of each quarter, with each qualifying quarter constituting three (3) months of service. All other provisions of this section shall apply to part-time employees of the Emergency Communication Service, except as set forth herein.~~
- ~~(4) Notwithstanding the foregoing provisions of this section, no part-time employee of the Emergency Communication Service shall be entitled to accrue vacation benefits until the employee has completed one (1) year of service.~~

Sec. 78-33. Sick leave.

(a) *Generally.*

- (1) *Entitlement.* Each employee of the City regularly employed on a full-time basis, except for those covered under a collective bargaining agreement, shall be entitled to sick leave with pay. The accrual of sick leave shall be at the rate of one and one-half (1 ½) working days for each month of service for all employees except those employees who may have a different benefit applicable to their position set forth in a Collective Bargaining Agreement. ~~Police Sergeants, Investigators and Officers and Fire Captains, Lieutenants, and Firefighters who shall accrue such leave at the rate of one and one-third (1 ⅓) days per month.~~ A month in which an employee is paid for twelve (12) days or more, or a member of a platoon in the Fire Department is paid for five (5) twenty-four (24) hour periods or more, shall be considered a month of service. A day for which an employee receives workmen's compensation benefits from the City insurance carrier shall be considered a day for which the employee is paid under this section. Any employee granted a leave of absence for any other purpose shall not continue to accrue sick leave at the rate prescribed in this section during the absence.
- (2) *Retirement time purchase.* When an employee retires the City will purchase one (1) day of retirement credit for each sick day accumulated up to a maximum of one (1) year's retirement credit (two hundred forty-two (242) days). An employee must have a

minimum of fifty (50) days accrued sick time at the time of retirement to receive this benefit.

- (3) *Payment alternative.* Employees may elect the following benefit in lieu of the retirement time purchase described in subsection (a)(2) of this section:
- a. Upon retirement, employees electing the payment alternative who have over fifty (50) days of sick leave accumulated shall be paid an amount equivalent to one (1) day's regular pay for all sick days accumulated over fifty (50) days up to a maximum of seventy (70) days' pay.
 - b. Current employees who desire to select this payment alternative in lieu of the retirement time purchase benefit in subsection (a)(2) must state their desire in writing to the City Personnel Director before 4:30 p.m. June 30, 2000. Employees hired after the effective date of the ordinance from which this article is derived who desire to select this payment alternative in lieu of the retirement time purchase benefit in subsection (a)(2) of this section must state their desire in writing to the City Personnel Director within ninety (90) days of their date of employment.
 - c. Employees who select this payment alternative may accrue a maximum of one hundred fifty (150) days of sick leave. All other employees may accrue a maximum of two hundred forty-two (242) days of sick leave.
 - d. Police Sergeants, Investigators and Officers and Fire Captains, Lieutenants, and Firefighters who elect this payment alternative in lieu of the retirement time purchase described in subsection (a)(2) of this section and who have one hundred fifty (150) days of sick leave accumulated shall be paid an amount equivalent to one (1) day's regular pay for one-third ($\frac{1}{3}$) of all sick days accumulated over one hundred fifty (150) days. Payment for these sick days shall be no later than the last day of January of the following year.
- (4) *Death benefit.* If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in subsection (a)(2) of this section or the payment alternative described in subsection (a)(3) of this section.
- (b) *Use.* An employee eligible for sick leave with pay shall be granted leave for the following reasons only:
- (1) Personal illness or physical incapacity resulting from causes beyond the employee's control.
 - (2) The illness of a member of the employee's household, the employee's parents, or children, whether or not said parents or children are a member of the employee's household, that requires the employee's personal care and attendance.
 - (3) Enforced quarantine of the employee in accordance with community health regulations.
- (c) *Notification of department head.* An employee needing to use sick leave shall follow HR-21 Sick Leave Policy for notification ~~on sick leave shall inform the employee's department head of the fact and the reason therefor as soon as possible, and failure to follow policy do~~

so within the first (1st) day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

- (d) *Physician's statement for leave in excess of three (3) consecutive days.* Sick leave with pay in excess of three (3) consecutive working days for any reason shall be granted only after presentation of a written statement by a licensed physician certifying that the employee was unable to perform the duties of the employee's position. Such statements shall accompany payrolls submitted to the City Treasurer.
- (e) *Physician's statement in special cases.* In special cases, with individual employees, where the department head feels it is necessary to avoid abuse of the sick leave provisions, the department head may, with the approval of the City Manager, require that employee to submit a written statement by a licensed physician for any absence. The employee will be notified in advance that the employee will be required to submit such a statement when the employee is absent on sick leave.
- (f) *Advancement of leave.* In unusual circumstances, and with the approval of the department head and the City Manager, sick leave may be taken in advance of accrual up to a maximum of thirty (30) working days (fifteen (15) twenty-four (24)-hour shifts for Fire Department platoon members), provided that any employee separated from city employment who has been granted sick leave that is unaccrued at the time of such separation shall reimburse the City for all salary paid in connection with such unaccrued leave and, if possible, for this purpose a deduction shall be made from the employee's final payroll check.
- ~~(g) *Special provisions for Fire Department.* Members of a platoon in the Paducah Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be charged with two (2) days' sick leave for each twenty-four (24) hour shift. One (1) day of sick leave will be charged for any excused period of illness up to twelve (12) hours. Compensation for sick leave shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked the member's scheduled shift of twenty-four (24) hours on duty and forty-eight (48) hours off duty as required by KRS 95.500.~~

[. . .]

Sec. 78-38. Annual military leave.

All officers and employees of the City regularly employed on a full-time basis who are members of the National Guard or of any reserve component of the armed forces of the United States, or of the reserve corps of the United States Public Health Service, shall be entitled to a leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this State or of the United States under competent orders, for a period in any Federal fiscal year not to exceed that specified in this section. Such officers or employees while on such leave shall be paid their salaries or compensations for a period or periods not exceeding twenty-one (21) working days. Fire Department employees working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall have seven (7) – twenty-four (24) hour shifts.

[. . .]

Sec. 78-40. Group life and medical insurance.

- (a) The City shall provide group life and medical insurance for all full-time permanent employees of the City in accordance with applicable insurance contract specifications and as set forth and established by the City from time to time. Any benefits that differ from what the City offers non-union permanent full-time employees will be defined in the Collective Bargaining Agreements.
- (b) Upon retirement of an employee participating in the group life insurance plan, the employee may continue coverage in the amount of \$4,000.00, for which the retiree shall pay fifty (50) percent of the total monthly premium. In no event shall the City pay more than fifty (50) percent of any such premium.
- (c) Any retiree of the Police and Firemen's Fund who elects to remain a member of the City's group health insurance shall pay the premiums attributable to that retiree, monthly, in advance. Eligibility for retirees is pursuant to the City of Paducah Medical, Prescription Drug, Vision and Dental Master Plan Document as accepted and effective July 1, 1999, and as may be amended from time to time.
- (d) Pursuant to an agreement between the City and the Fraternal Order of Police bargaining unit, the City's group life insurance policy shall contain a rider providing for double indemnity for a police officer killed in the line of duty and additional benefits for loss of limb or sight. These additional benefits shall become effective May 1, 1996.

[. . .]

SECTION 2. That the City of Paducah, Kentucky hereby amends Chapter 78 Personnel,

Article III of the Paducah Code of Ordinances by amending the following sections:

Sec. 78-61. Deferred compensation plan.

- (a) The City may hereby ~~adopts the U.S. Conference of Mayors Deferred Compensation Programs and its their attendant investment options and hereby establishes the City of Paducah Deferred Compensation Restated Plan~~ for the voluntary participation of all eligible city employees and elected officials.
- (b) The Human Resources ~~Finance~~ Director shall act as the administrator of the plan representing the City.
- (c) The Mayor is hereby authorized to execute all agreements and contracts necessary to implement the ~~restated~~ program. It is understood that, other than incidental expenses of collecting and disbursing the employee's deferrals and other minor administrative matters, there is to be no cost or contribution by the City.

[. . .]

Sec. 78-66. Specialty pay.

- (a) City employees who achieve certification, additional certification or credentials that will expand their performance in their job and have a specific value to the City may be eligible to receive specialty pay upon recommendation by the Department Director and Personnel Director and approval by the City Manager. If the City Manager determines that the City needs these skills and that funds are available then a specialty pay category may be established.
- (b) The amount of the specialty pay will be recommended by the Department Director and Personnel Director and requires approval by the City Manager.
- (c) To qualify for specialty pay the employee's certifications or credentials must be from a recognized professional organization or institution and must require a significant amount of study and expertise to achieve.
- (d) Other specialty pay for any other City employees will be defined in HR policies by department, according to each applicable position. Collective bargaining agreements will define specialty pay for any applicable positions.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____, 2024

Adopted by the Board of Commissioners, _____, 2024

Recorded by the City Clerk, _____, 2024

Published by *The Paducah Sun*, _____, 2024

I move that the Board of Commissioners of the City of Paducah introduce an ordinance entitled “**AN ORDINANCE AMENDING CHAPTER 78, PERSONNEL ARTICLES II, BENEFITS AND LEAVE, AND ARTICLE III, COMPENSATION OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY**”

This ordinance is summarized as follows:

Removing any language in either Article that conflicts with and/or is addressed by collective bargaining agreements in which the rights and/or benefits may be different than those offered to non-union employees; removing any language specific to 911 employees as such language was only applicable when 911 was a stand-alone agency; adding language that allows part-time employees who work on designated Holidays to be paid at time and one half their hourly rate; including language that requires employees to follow HR-21 Sick Leave policy when requesting sick leave; defining the total amount of time Fire Department employees working 24 hour shifts may be paid while on military leave; updating the section relating to deferred compensation plans to include all deferred plans to which the City allows its employees to participate; and adding language to allow each Department to define specialty pay.

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Amend Interlocal Agreement for Provisions of Emergency 911 Services with McCracken County. **D JORDAN**

Category: Ordinance

Staff Work
By: Daron
Jordan
Presentation
By: Daron
Jordan

Background Information: The ordinance amends the original interlocal agreement with McCracken County for the provision of 911 services to establish a Paducah-McCracken Joint 911 Parcel Fee Appeals Board which shall determine all appeals filed by property owners concerning the classification of their property. The Board shall consist of five (5) citizen members who shall not be elected officials nor employees of the City or County. The Mayor of the City of Paducah shall appoint two (2) members, the Judge Executive of McCracken County shall appoint two (2) members, and the Mayor and Judge-Executive shall jointly appoint one (1) member. All appointees shall serve a two (2) year term of office. Each member of the Appeals Board shall receive compensation in the amount of \$200 per meeting attended for service on the Appeals Board. The members will elect a Chairperson and Vice-Chairperson every two years.

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:

Attachments:

1. Ord - INTERLOCAL AGREEMENT WITH COUNTY 911
2. PADUCAH-MCCRACKEN 911 SERVICE AGREEMENT

ORDINANCE NO. 2024 - ____ - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY
OF PADUCAH, KENTUCKY ND THE COUNTY OF MCCRACKEN,
KENTUCKY FOR THE PROVISION OF 911 SERVICES

WHEREAS, the City of Paducah, Kentucky and McCracken County, Kentucky previously determined it was in the best interest of all citizens of Paducah and McCracken County for the provision of 911 services to be served jointly by both public agencies; and

WHEREAS, it was determined that City and County have a compelling public interest in providing joint services for the benefit of all citizens and visitors of the City of Paducah and the County of McCracken, Kentucky; and

WHEREAS, City and County determined that in order to accomplish the public purposes of City and County, it is desirable and necessary for City and County to enter into an Interlocal Cooperation Agreement for the provision of 911 services which sets forth their joint mission, management plan, powers, duties and responsibilities of the joint board, funding, and administration; and

WHEREAS, pursuant to KRS 65.210 to 65.300 (the "Interlocal Cooperation Act"), the City and the County may join together to accomplish what each may accomplish individually and previously did so on _____, 2024; and

WHEREAS, subsequent thereto City and County both enacted a Parcel Fee Ordinance in which the Parties agreed to establish a Joint Appeals Board by including establishing language in the 911 Interlocal Cooperative Agreement; and

WHEREAS, as a result, the Parties have drafted a superseding Interlocal Cooperative Agreement which sets forth the establishment of a Joint Appeals Board.

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

SECTION 1. The City of Paducah, Kentucky, hereby approves the Interlocal Cooperative Agreement between the City of Paducah, Kentucky and the County of McCracken, Kentucky in the form attached hereto as Exhibit A and made part hereof. It is hereby found and determined that the Interlocal Cooperative Agreement furthers the public purposes of the City and it is in the best interest of the citizens, residents, inhabitants, and visitors of the City that the City enter into the Interlocal Cooperative Agreement for the purposes therein specified and the execution and delivery of the Interlocal Cooperative Agreement is hereby authorized and approved. It is hereby further found that the provision establishing the Joint Appeals Board set forth in this subsequent Interlocal Cooperative Agreement complies with the Parcel Fee Ordinance provision which requires the Parties to include the establishment of the Joint Appeals Board in the Interlocal Cooperative Agreement. Consequently, the Mayor is hereby authorized to execute the Interlocal Cooperative Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Interlocal Cooperative Agreement.

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

SECTION 3. 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 4. 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, October 8, 2024

Adopted by the Board of Commissioners, _____, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, _____, 2024

Published by *The Paducah Sun*, _____, 2024

4875-6695-2327

AGREEMENT FOR PROVISION OF EMERGENCY 911 SERVICES

The City of Paducah, Kentucky, hereinafter referred to as “City”, and McCracken County, Kentucky, hereinafter referred to as “County”, independently referred to as “Party”, collectively referred to as “Parties”, agree as follows:

WHEREAS, the City and County have expressed their desire and intent to collaborate in the provision and delivery of public safety and emergency dispatching services within Paducah and McCracken County;

WHEREAS, the City completed an evaluation of dispatching services provided within Paducah and McCracken County, including an independent analysis of potential benefits available through a collaborative approach to service delivery, performed by a professional consultant specializing in public safety communication systems, namely Federal Engineering, Inc. of Fairfax, Virginia, and the County has reviewed and approved of and agreed with such evaluation;

WHEREAS, the Parties’ respective legislative bodies have expressed intent to adopt a resolution or ordinance authorizing and directing the respective administrations to proceed with the implementation of a consolidated system of emergency services dispatching;

WHEREAS, the Parties acknowledge their intent and desire to form an Agreement pursuant to the provisions of KRS 65.250, *et seq.*

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

I. REQUIREMENTS FOR INTERLOCAL AGREEMENT

This is an Interlocal Cooperative Agreement by and between the City of Paducah and McCracken County entered into under the authority of the Interlocal Cooperation Act, KRS 65.210 *et seq.* Pursuant to KRS § 65.250, the purpose of this Agreement is set forth in Section II, *Mission Statement*. Its duration is set forth in Section IX, *Duration*. Its method of Termination is set forth in Section IX(C), *Withdrawal/Termination*. Its manner of administration is set forth in Section V, *Administration*. Disposition of property acquired is set forth in Section VIII, *Property*. Manner of financing is set forth in Section IV, *Funding*.

II. MISSION STATEMENT

The City and County hereby state their collective intent to collaborate in the provision of public safety communication services to all police and fire agencies and emergency management departments within Paducah and McCracken County including, but not limited to, 911 emergency dispatching, radio communications, access to criminal history/warrants information and related records management, and similar information and services generally associated with public safety/emergency communications systems.

Through this Joint Venture, the City and County shall provide efficient, reliable and quality public safety communication services to the public safety agencies and citizens of

Paducah and McCracken County. The Parties to this Agreement further acknowledge a belief that the provision of these services, via a model of integrated service delivery, will result in the most efficient and effective utilization of resources to accomplish this purpose.

This Joint Venture shall operate under the name of Paducah-McCracken 911 Service (hereinafter “911”).

III. ORGANIZATION

- A. Board.** There shall be created the Paducah-McCracken 911 Board (hereinafter “Board”).
- B. Composition of Board.** The Board shall consist of five (5) citizen members who shall not be elected officials nor employees of the City or County. The Mayor of the City of Paducah shall appoint two (2) members, the Judge Executive of McCracken County shall appoint two (2) members, and the Mayor and Judge-Executive shall jointly appoint one (1) member.
- C. Appointment of Board Members.** All appointees shall serve a two (2) year term of office or until the member is replaced, at the pleasure of the appointing authority, being subject to removal with cause, as described herein.
- D. Removal of Board Members.** Each appointed Board member shall be removable for “cause” due to inefficiency, neglect of duty, malfeasance or conflict of interest. Any member of the Board may be removed by their appointing authority, for cause, after a hearing by the appointing authority, and after at least ten (10) days’ notice in writing has been given to the member, specifying the charges against the member. The finding of the appointing authority shall be final. A member subjected to removal proceedings may be represented by counsel.
- E. Board Compensation.** Each member of the Board shall receive compensation in the amount of \$200 per meeting attended for service on the Board and shall be reimbursed for all reasonable mileage and out-of-pocket expenses for Board business conducted outside of McCracken County. All such payments shall be charged to the 911 operating budget.
- F. Ethics.** All members shall be bound by ethics policies enacted by the Parties in the performance of their duties as Board members.
- G. Board Officers.** At the first meeting, the members shall elect a Chairperson and Vice-Chairperson by a majority vote, who shall serve during the first two (2) years. Subsequent appointments of Chairperson and Vice-Chairperson shall be made by a majority vote of the Board every two (2) years.
- H. Management Control of 911.** The Paducah Police Department (hereinafter “PPD”) shall serve as the “Management Control” of 911. In doing so, PPD shall be responsible for the management of 911, excepting those responsibilities specifically assigned herein to the

Board and the City's Finance Department. Responsibilities of PPD shall include, but not be limited to, the management of the National Crime Information Center ("LINK/NCIC") Database, the adoption of 911 policies and procedures relating to employment/personnel, implementing policies adopted by the Board that are in compliance with the Criminal Justice Information Services ("CJIS") Security Policies and/or Agreement, and the management of 911 employees, including but not limited to, hiring, firing, and discipline. The Chief of the Paducah Police Department or his/her designee shall serve as the "Criminal Justice Agency Director" ("CJA Director") of 911.

- I. Paducah-McCracken 911 Service User Committee.** A 911 Service User Committee (hereinafter "User Committee") shall be created which consists of Paducah's Chief of Police or his/her designee, Paducah Fire Chief or his/her designee, McCracken County Sheriff or his/her designee, the Paducah-McCracken Office of Emergency Management Director or his/her designee, one member from each of the five County Fire Protection Districts, and one member from any other customer that shall hereinafter be served by 911. The User Committee shall meet quarterly or more often, as necessary. The User Committee members shall meet to discuss strategic issues and matters of mutual interest and concern and shall report to the CJA Director, as defined herein, those recommendations which the User Committee deems of significant import. The CJA Director shall consider the recommendations but is not required to implement said recommendations. However, if the CJA Director declines to implement said recommendations, the matter shall be referred to the Board for decision consistent with the provisions of IV(B)(vii).
- J. Paducah-McCracken Joint 911 Parcel Fee Appeals Board.** There shall be created the Paducah-McCracken Joint 911 Parcel Fee Appeals Board (hereinafter "Appeals Board"), which shall determine all appeals filed by property owners concerning the classification of their property. The process for appealing shall be set forth in the Parcel Fee Ordinances adopted by City and County. The Board shall consist of five (5) citizen members who shall not be elected officials nor employees of the City or County. The Mayor of the City of Paducah shall appoint two (2) members, the Judge Executive of McCracken County shall appoint two (2) members, and the Mayor and Judge-Executive shall jointly appoint one (1) member. All appointees shall serve a two (2) year term of office or until the member is replaced, at the pleasure of the appointing authority, being subject to removal with cause, as described herein. Each appointed Appeals Board member shall be removable for "cause" due to inefficiency, neglect of duty, malfeasance or conflict of interest. Any member of the Appeals Board may be removed by their appointing authority, for cause, after a hearing by the appointing authority, and after at least ten (10) days' notice in writing has been given to the member, specifying the charges against the member. The finding of the appointing authority shall be final. A member subjected to removal proceedings may be represented by counsel. Each member of the Appeals Board shall receive compensation in the amount of \$200 per meeting attended for service on the Appeals Board and shall be reimbursed for all reasonable mileage and out-of-pocket expenses for Appeals Board business conducted outside of McCracken County. All such payments shall be charged to the 911 operating budget. All members shall be bound by ethics policies enacted by the Parties in the performance of their duties as Appeals Board members. At the first meeting, the members shall elect a Chairperson and Vice-Chairperson by a majority vote, who shall serve during

the first two (2) years. Subsequent appointments of Chairperson and Vice-Chairperson shall be made by a majority vote of the Appeals Board every two (2) years.

IV. BOARD POWERS, DUTIES, AND RESPONSIBILITIES

A. Authority of Board. The Board shall be responsible for adopting a recommended annual operating Budget for 911, which shall be presented to the City and County by the Board Chairman no later than April 1st of each year.

B. Discharge of Duties. The Board shall discharge all duties and responsibilities conferred upon it by this Agreement in a manner serving the interests of the political entities, public safety agencies and the general public. The Board shall possess the authority, in fulfilling its duties and obligations as stated herein, to perform the following functions:

- i. Meet no less than on a quarterly basis, at dates and times that is within the discretion of the Board; the Board shall have authority to call Special-Called Meetings as necessary; a quorum shall be three (3) or more members;
- ii. Provide financial oversight, including adoption of an annual operating budget to meet the continuing expenditures of the organization;
- iii. Retain the services of consultants and other experts for purposes of upgrading equipment to operate a fully-integrated 911 dispatching facility, to the extent permitted by the operating Budget;
- iv. Ensure a User's Committee, as more accurately described herein, is in place and that its recommendations and/or concerns are considered by the CJA Director, as described in Paragraph III(I) herein;
- v. Ensure that the revenues and expenditures of 911, administered by the City's Finance Department, are audited on an annual basis by a qualified Certified Public Accountant with the Report being presented to each Party to this Agreement within ten (10) days of receipt by the Board.
- vi. Enter into User Agreements and set rates related thereto.
- vii. Make any necessary changes to 911 Policies and Procedures, with guidance from the CJA Director, that do not violate LINK and/or CJIS policies, agreements, or laws. However, the Board shall not have authority to make any changes to 911 Policies and Procedures related to issues concerning employment and/or personnel but shall have the authority to make recommendations to the Paducah Board of Commissioners with respect thereto.

C. Bi-Annual Report. The Board shall require the Board Chairman to report on a bi-annual basis to the respective Parties to this Agreement regarding matters relating to the provision of service, future plans, and general Board operations.

V. FUNDING

- A. Funding.** This Joint Venture shall be funded utilizing the following sources of revenue: (1) fees on wireless services, to the extent allowed by ordinances and Kentucky law; (2) parcel fees imposed by McCracken County and City of Paducah ordinances on real property located in McCracken County, with the Parties' fees to be the same, and with revenues to be shared equally; (3) any grants received by 911, PPD, and/or the Parties for provision of 911 Services; (4) user fees imposed on agencies (other than the Parties) utilizing the services of 911; and/or (5) any other lawful source of revenue. All 911 expenses, obligations, capital costs, and liabilities shall be shared equally by the Parties. The Parties agree that any 911 expenses, obligations, capital costs, and liabilities not paid due to a shortfall of revenue sources shall be shared equally between the Parties. Any revenues, including interest, in excess of expenses shall be retained by the City's Finance Department to be applied to 911's next Fiscal Year expenses.
- B. Collection/Remittance/Financial Administration.** Collection of parcel fees shall be the responsibility of the County for all parcels located outside the City's jurisdiction and the responsibility of the City for all parcels located within the City's jurisdiction. Collection of user fees and CMRS/wireless service fees shall be the responsibility of the City. All fees, grants, and other sources of revenue collected by either Party or any third party for the provision of 911 services shall be remitted to the City Finance Department, which shall serve as the Financial Administrator for 911 and shall be responsible for ensuring 911 expenses, liabilities, and other obligations are paid. All funds collected for the operation of 911 shall be deposited in a separate account earmarked solely for expenses, obligations, capital costs, and liabilities related to 911. The Parties agree that all revenues received and/or collected for the provision of 911 services, as described herein, shall be used solely for expenses related to the provision of 911 services.
- C. Landline Fees.** The assessment of telephone landline fees shall cease. The City and County shall abolish all landline fees after parcel fees have been assessed and sufficient revenue has been collected.
- D. Budget.** The Board shall prepare and adopt an annual operating budget for each fiscal year, appropriating anticipated revenue adequate to fund projected expenditures, consistent with the mission of the Board to be submitted to the McCracken County Fiscal Court and the Paducah City Commission by no later than April 1st of each year for approval by each respective legislative body. If the City and County are unable to reach agreement as to the operating budget prior to the applicable fiscal year, the operating Budget shall remain as last approved by the Parties until such time the Parties can reach an agreement or until the Parties terminate this Agreement pursuant to the termination/withdrawal provisions set forth herein.
- E. Board Financial Duties.** The Board shall perform, or cause to be performed, all financial activities and transactions consistent with generally accepted accounting principles and state law, including but not limited to, budgeting, procurement, fund accounting, and auditing services.

- F. Rates and Fees.** The Board shall, on no less than a yearly basis, analyze all projected revenues and expenses and make recommendations to the City of Paducah and McCracken County by no later than March 1st of each year, any proposed amendments to existing Legislative Enactments relating to Funding of 911.

VI. ADMINISTRATION

- A. Employees.** All current City 911 employees shall remain employed by the City of Paducah at their current rate of pay and shall retain their current benefits. This Agreement does not affect the terms and conditions of their employment, nor should it be construed as a waiver of their at-will employment status. In no event shall this Agreement be interpreted or construed to create an employer-employee relationship between the County and personnel providing 911 Service.
- B. CERS Obligation.** The City, as employer of 911 employees, acknowledges and accepts responsibility for the participation of any such eligible employees in the Hazardous Duty Retirement Program.
- C. Payroll and Accounting.** Payroll, employee benefits, and all attendant accounting employee functions for 911 shall be performed by the City of Paducah. Any and all costs associated with payroll, accounting, and human resources concerning 911 shall be charged to the costs of operating 911 and included in the Budget.

VII. EXPENDITURES

- A. Expenditures.** In addition to all ordinary expenses necessary for the operation of 911, the Board and the Parties shall be responsible for ensuring the following are funded:
- i. CAD, Telephony, and Recorder upgrades; and
 - ii. Upgrades to the 911 system, including, but not limited to, radios, paging systems, and new technology.
- B. Party Expenditures.** Each party shall be individually responsible for upgrades to their handheld and vehicle radios which are necessary to comply with the upgraded 911 system.
- C. Debt.** The City and County shall be equally responsible for all debt incurred by either Party for the operation of 911. The Budget proposed by the Board and adopted by the Parties shall contemplate the repayment of debt. No Party shall incur debt for the operation of 911 without the other Party's written approval.

VIII. LOCATION OF DISPATCHING FACILITY

The Paducah-McCracken 911 Service Dispatching Facility is currently located at the Emergency Communications Building at 510 Clark Street, Paducah, Kentucky, 42003. Any

decision to relocate the 911 Service Dispatching Facility to a location other than 510 Clark Street shall be made jointly by both Parties.

IX. PROPERTY

- A. Party Assets.** As of the date of execution of this Agreement, all assets relating to 911 owned by the Parties to this Agreement are listed, incorporated, and attached hereto as Exhibit A. The Parties shall retain ownership of all such assets during the pendency of this Agreement.
- B. Additional Assets.** Each Party may acquire and otherwise own personal property and equipment necessary to provide the services as enumerated herein.
- C. Joint Assets.** The Parties intend to acquire joint assets with joint funds during the pendency of this Agreement. A list of those anticipated joint assets is attached hereto as Exhibit B. The Parties agree to update Exhibit B during the pendency of this Agreement as additional joint assets are acquired. In the event of termination of this Agreement, each Party shall have the right to acquire one or more assets from the other Party. In doing so, the Parties agree to negotiate in good faith as to the current fair market value of said asset(s), taking into consideration the purchase price of the asset(s) and/or fair market value at the time of acquisition and the depreciation of said asset(s). The purchasing Party shall only be required to pay a percentage equivalent to the selling Party's pro rata contribution toward the purchase price and/or cost of the asset. For instance, if the selling Party contributed 40% of the funds used to purchase the joint asset, the purchasing Party is only required to pay the selling Party 40% of the current fair market value of the joint asset. In addition, any selling Party shall have the authority to lease any joint asset from the purchasing Party if it so chooses. The Parties agree to negotiate in good faith as to a reasonable rental payment and, in doing so, agree to set the rental payment so that such value is reasonably related to the cost of operation. In the event the Parties cannot agree to a purchase price and/or lease payment price of any joint asset at the time of termination, either Party shall have the right and/or authority to file a declaratory judgment action in McCracken Circuit Court.
- D. Assets upon Termination.** Upon termination of this Agreement, each Party shall retain ownership in the assets listed on Exhibit A and any additional assets acquired by that Party during the pendency of this Agreement.

X. INSURANCE

The City and County shall each maintain insurance against legal liability for 911 services, naming each other as additional insureds with limits of liability no less than three million dollars (\$3,000,000) per person and three million dollars (\$3,000,000) per incident. All insurance costs shall be charged to the cost of operating 911 and included in the Budget thereof.

XI. SHARED LIABILITY

It is the intent of the Parties to share equally in the liabilities associated with the operation of 911. In the event either the City or County or the officers, agents, employees and/or volunteers of the City or County are held liable for acts or omissions relating to the provision of 911 services and such liability is not paid in whole or part by insurance, the Parties agree to share equally in those uncovered losses, expenses, costs, attorney's fees, and other damages of every kind and nature for all claims, demands, and causes of action, both in law and equity, including, without limitation, third party actions and actions for contribution and/or indemnification.

XII. DURATION OF AGREEMENT

- A. Duration / Term.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term shall be for a period of five (5) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional five (5) years unless one party withdraws from and/or terminates the Agreement, as set forth herein.
- B. Amendment.** This Agreement may be amended by mutual consent of the Parties, in accordance with statutory provisions.
- C. Withdrawal/Termination.** Any Party may withdraw from and/or terminate this Agreement on June 30th of each year by providing no less than three (3) years advanced written notice to the other Party and to the Board of its intent. Notices shall be delivered to the Mayor of the City, the Judge/Executive of the County, and the Chairman of the Board.

XIII. SEVERABILITY AND SURVIVAL

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the City and County in regard to the subject matter thereof; it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

In witness whereof, each party hereto has set its hand, through its duly authorized agent pursuant to affirmative action from each respective legislative body:

AUTHORIZED REPRESENTATIVE OF THE CITY OF PADUCAH, KENTUCKY:

BY: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

AUTHORIZED REPRESENTATIVE OF McCracken County, Kentucky:

BY: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

Agenda Action Form

Paducah City Commission

Meeting Date: October 22, 2024

Short Title: Amend Ordinance Creating a Real Estate Parcel Fee for the Funding of 911 services, Maintenance and Equipment. **D JORDAN**

Category: Ordinance

Staff Work
By: Daron
Jordan
Presentation
By: Daron
Jordan

Background Information: The ordinance amends the real estate parcel fee ordinance creating the funding of 911 services, equipment and maintenance to update the appeals process and make minor changes to the occupied residential unit rebate form. The ordinance establishes an administrative process which authorizes City & County staff to approve an appeal on the parcel classification if sufficient evidence is provided. If no classification is deemed warranted, the appeal shall be forward to the Paducah-McCracken Joint 911 Parcel Fee Appeals Board.

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:

Attachments:

1. ORD PARCEL FEE ORDINANCE WITH TRACKED CHANGES
2. Parcel Fee Rebate Form

ORDINANCE NO. 2024-10-_____ ~~2024~~

AN ORDINANCE REPEALING ORDINANCE NO. 2024-_____ AND ADOPTING A NEW ORDINANCE ESTABLISHING AND IMPOSING A FEE ON ALL OCCUPIED REAL ESTATE PARCELS LOCATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF PADUCAH TO FACILITATE FUNDING FOR THE PROVISION OF JOINT 911 SERVICES AS MORE FULLY SET FORTH IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PADUCAH AND MCCRACKEN COUNTY

WHEREAS, the City of Paducah previously enacted a Parcel Fee Ordinance to facilitate the funding for the provision of 911 services; and

WHEREAS, the ~~O~~rdinance ~~set~~~~ts~~ forth an appeals process for citizens to request reconsideration of classification of property, which are to be heard by a Joint Appeals Board; and

WHEREAS, the City and County subsequently ~~determined that aneided to add an~~ additional step should be added to the appeals process whereby City and/or County staff, whichever is applicable, shall consider all appeals before sending them to the Joint Appeals Board; and

WHEREAS, this Ordinance adds this additional step and repeals the previously-adopted Ordinance; and

WHEREAS, the City of Paducah and McCracken County are responsible for promoting public safety and the general welfare of the citizens of Paducah, McCracken County, Kentucky; and

WHEREAS, the operation of an emergency 911 communications system is one of the most critical of all public services, indispensable and necessary for the safety of the citizens of Paducah, McCracken County to ensure prompt response to emergencies; and

WHEREAS, the City of Paducah and McCracken County have entered into an Interlocal Cooperation Agreement for the provision of joint 911 services; and

WHEREAS, there is currently a fee-based system for financial support based upon a per-

month charge on “land-line” phones in Paducah, McCracken County, Kentucky, and

WHEREAS, the ever-increasing use and reliance on mobile phones and the concomitant decreasing existence of land-line phones has resulted in a significant decrease in revenues to support the operations of emergency 911 communication services in Paducah, McCracken County, Kentucky; and

WHEREAS, the reduction in revenues has resulted in a lack of adequate funding to continue to operate emergency 911 communication services in Paducah, McCracken County, Kentucky; and

WHEREAS, KRS 65.760 (3) expressly permits local governments to fund emergency 911 communication services by the imposition of fees not in conflict with the Constitution and statutes of this state; and

WHEREAS, the distribution of funding for emergency 911 communication services among the citizens of Paducah, Kentucky through a fee on parcels located in the City of Paducah is more equitable; bears a reasonable relationship to the benefit received; and requires more citizens to support the system than the existing “land-line” phone fee; and

WHEREAS, the Kentucky Supreme Court has expressly permitted fees on real estate parcels as an appropriate mechanism for funding emergency 911 communication services; and

WHEREAS, a real estate parcel fee would assist in the funding of emergency 911 communication services and also ensure the distribution of funding to a broader range of citizens rather than just those who have land-line phones; and

WHEREAS, the Commission will repeal the land-line phone fee once sufficient funding for 911 has been collected via parcel fees.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH AS FOLLOWS:

SECTION 1. That there is hereby established, imposed, and implemented an annual parcel fee on all occupied individual residential units and all occupied individual commercial,

religious, charitable, educational, and public use units located within the territorial limits of the City of Paducah, as determined from the records of the McCracken County Property Valuation Administrator's office. The fee shall be used for the delivery of Enhanced 911 emergency telephone service as provided for by KRS 65.760 and the associated maintenance of systems and devices, including but not limited to, operating costs of the Paducah-McCracken County 911 Services Center and purchase and maintenance of E911 equipment.

SECTION 2. The Board of Commissioners hereby imposes the following annual parcel fees on all parcels of occupied real property, as more accurately defined in Sections 3 through 5 of this Ordinance, which are located within the jurisdictional limits of the City of

Paducah:

A. Super Commercial Unit (contains structure in excess of 25,000 sq. ft.)	\$1,550
B. Large Commercial Unit (contains structure between 7,500 and 25,000 sq. ft.)	860
C. Medium Commercial Unit (contains structure between 2,500 and 7,500 sq. ft.)	325
D. Small Commercial Unit (structure between 1 and 2,500 sq. ft.)	210
E. Parking Lots (which shall include, but not be limited to, parking lots, garages, or other areas designed for the parking of motor vehicles as defined by KRS 186.010(4) whereby the owner, occupant, lessee, or possessor of any portion of the parcel leases, rents, licenses, bails, or otherwise allows the parking or storage of motor vehicles in exchange for consideration)	150
F. Public Use Units (emergency service, governmental, religious, charitable, and educational)	35
G. Residential Units	45

In the event a parcel is mixed use, the parcel shall be assessed at the highest applicable assessment rate.

SECTION 3. An occupied *residential unit* shall be defined as each residential space designed and/or utilized for occupancy for residential purposes and includes each apartment and/or duplex unit, house, and mobile home as a separate residential unit.

SECTION 4. An occupied *commercial unit* shall be defined as a non-residential building space of any size designed and/or utilized for occupancy by an individual non-residential business or private enterprise which involves the manufacture, sale, lease, or rental of goods, or services to the public.

SECTION 5. An occupied *public use unit* shall be defined as any parcel owned or leased by:

- A. Any City, County, State, or Federal Government in which the parcel is used for the purposes of conducting the regular business of its government, its police department, or its fire department.
- B. A Fire District so long as the parcel is used by the District to deliver fire protection services pursuant to KRS Ch. 75.
- C. A non-residential building space of any size designed and/or utilized for occupancy for religious activities and/or worship.
- D. A non-residential building space of any size designed and/or utilized for occupancy for the carrying out of a charitable purpose as determined by Section 501 of the Internal Revenue Code.
- E. A non-residential building space of any size designed and/or utilized for occupancy for the purpose of education, the administration thereof or extracurricular activities.

SECTION 6. The 911 parcel fee shall be placed upon the City of Paducah's property tax bills prepared by the City's Finance Department beginning with the 2024 tax bill and continuing every year thereafter. The due dates shall be the same as the property tax due dates set by the Board of Commissioners.

SECTION 7. For the first year only, owners of all occupied residential rental units shall be eligible to claim a rebate of \$22.50 per unit against the annual fee due. This rebate which is the equivalent of a 6-months share of the fee, is granted to allow owners of rental property additional time to recover some or all of the amount of the fee from tenants. In subsequent years, the full amount of the annual 911 parcel fee shall be paid for all occupied residential rental units. In order to be eligible for this rebate, the property owner of the occupied rental unit(s) shall complete and submit the form, attached hereto, to the City of Paducah Finance Department, which shall be received by the Finance Department on or before March 1, 2025.

SECTION 8. The Board of Commissioners, in conjunction with McCracken County, Kentucky, shall amend the Interlocal Agreement for Provision of Emergency 911 Services to create a “Joint 911 Parcel Fee Appeals Board” to address all appeals of parcel fee assessments.

SECTION 9. Any property owner may appeal the classification of their property under the terms of this Ordinance. However, an appeal shall not affect the date the parcel fee is due. A property owner wishing to appeal a classification shall file an appeal by delivering a notice of appeal to the Paducah City Clerk by no later than December 1st of the year for which the fee is due. The appeal shall be forwarded to the City Finance Department or the McCracken County Finance Department, whichever is applicable. The relevant staff shall consider the information provided in the appeal and make a determination as to whether the property should be reclassified without requiring the property owner to present further evidence. If it is determined that the property should be reclassified, the property owner shall be notified of the reclassification and be provided appropriate relief, including, but not limited to, a refund of all or a portion of the parcel fee paid during the applicable tax year. If no change in classification is deemed warranted, the appeal shall be forwarded to the Chairman of the Joint Appeals Board who shall set a date for a meeting at which time the property owner can present evidence and otherwise be heard on the issue of classification. The property owner shall bear the burden of proof that the property has been incorrectly classified by clear and convincing evidence. The applicable Finance Department shall also have the right to present evidence of proof that the classification is appropriate. If the property owner presents sufficient proof of lack of occupancy and/or any other evidence to indicate that the parcel was inappropriately classified, the Joint Appeals Board shall provide relief to the party by a majority vote, including, but not limited to, a refund of all or a portion of the parcel fee paid during the applicable tax year.

SECTION 10. All real estate parcel fees shall be collected by the City of Paducah's Finance Department.

SECTION 11. The real estate parcel fees collected shall be accounted for and kept separate and apart from other accounts and may only be used for the funding of emergency 911 services as permitted by state law and as more fully set forth in the Interlocal Cooperation Agreement between the City of Paducah and McCracken County.

SECTION 12. The failure of any owner of real property to pay the fee as set forth in this Ordinance shall be punishable as a Class A Misdemeanor and/or by civil collection process.

SECTION 13. As more fully set forth in the Interlocal Agreement for the Provision of Emergency 911 Services entered into by the City of Paducah and McCracken County, the 911 Board shall review the fee imposed by this Ordinance and by no later than April 1st of each year make a recommendation to the City of Paducah as to any adjustments to the then-effective parcel fee to ensure adequate funding of the Joint 911 services.

SECTION 14. Unless otherwise determined by the Paducah Board of Commissioners, commencing April 1, 2025, and on April 1st of each successive year thereafter, all parcel fees set forth in this Article shall be automatically adjusted based on the Urban Consumer Price Index for the South Region as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the prior January.

SECTION 15. The provisions of this Ordinance are declared to be severable. If any section, phrase or provision shall for any reason be declared invalid, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 16. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

GEORGE BRAY, MAYOR

MAYOR

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Introduced by the Board of Commissioners, October 8, 2024

_____, 2024
Adopted by the Board of Commissioners, _____, 2024

Recorded by Claudia S. Meeks, Assistant City Clerk, _____, 2024

Published by *The Paducah Sun*, _____, 2024

4859-4231-7447

~~APPLICATION FOR OCCUPIED RESIDENTIAL RENTAL UNIT REBATE~~

~~(Submit one form for each parcel containing one or multiple units) Name of Property Owner: _____~~

~~Address of Property Owner: _____~~

~~Telephone Number of Property Owner: __~~

~~Name of Occupied Rental Property (if applicable): _____~~

~~Address of Occupied Rental Property: ____~~

~~Number of rental units located on this parcel: ____~~

~~I hereby certify that the information contained herein is true:~~

~~Signature of Property Owner~~

~~Date~~

~~THIS FORM MUST BE RECEIVED BY THE CITY'S FINANCE DEPARTMENT ON
OR BEFORE MARCH 1, 2025 BY PERSONAL DELIVERY OR MAIL TO:~~

~~Paducah City Hall Finance Department 300 South 5th Street
Paducah, Kentucky 42001~~

Application For Occupied Residential Rental Unit Rebate



Per Ordinance No. 2024-06-8816, Section 7: For the first year only (2024), owners of all occupied residential rental units shall be eligible to claim a rebate of \$22.50 per unit against the annual fee due. Qualifications to be considered for this rebate include that the property owner:

- 1) Must be a residential rental property owner;
- 2) Must be current on all Chapter 106 obligations;
- 3) Must attach a completed IRS W-9 form to this application; and
- 4) Must complete the rebate application in full and submit it to City of Paducah Finance Department no later than March 1, 2025.

PROPERTY OWNER INFORMATION:

Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

OCCUPIED RENTAL PROPERTY INFORMATION:

Name (if applicable): _____

Address: _____

City, State, Zip: _____

Number of Rental Units
Located on this Parcel: _____

As property owner, I hereby certify that the information contained herein is true:

Signature: _____

Date: _____

Only ONE application will be accepted per parcel. This application MUST be received by the City's Finance Department on or before March 1, 2025 by personal delivery, mail or email to:

Paducah City Hall
Finance Department
300 South 5th Street
Paducah, KY 42003

Email: propertyrebate@paducahky.gov

Attach a completed IRS Form W-9 for rebate to be considered.