



**CITY COMMISSION MEETING
AGENDA FOR NOVEMBER 12, 2024
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

RECOGNITION KLC Achievement Recognition - Rita Dotson, KLC President & Mayor of Benton, Kentucky

PRESENTATION Civic Beautification Board Business Awards - S. Drake

PRESENTATION Marriott Aloft Hotel Presentation

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 22, 2024, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Amend Tyler Technologies CAD Contract (Ord. 2018-4-8524) for FlowMSP addition - S. KYLE
	E.	Approve contract with Equature for 911 Recording Hardware and Software. (\$88,057.50) - B. LAIRD
	F.	Authorize Paducah Water to Accept the Cleaner Water Program Grant Assistance Award - J. PETERSEN
	G.	Authorize a Subordination Agreement with Independence Bank for 3141 Broadway - D. JORDAN

		H.	Approve FY2025 Contract with Sprocket, Inc. in the Amount of \$100,000 - M. SMOLEN
		I.	Authorize the City Manager to reject all proposals for the Robert Coleman Sprayground Project - D. JORDAN
		J.	Authorize Fire Department to Apply for Thermal Imager Grant in an amount up to \$3,250 - S. KYLE
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approval of a Construction Contract with Jim Smith Contracting, Inc. for the Paducah Riverfront Infrastructure Improvement Project (BUILD) - G. GUEBERT
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Amend Chapter 2 of the Code of Ordinances related to the Fire Department - S. KYLE
		B.	Amend Chapter 46 of the Code of Ordinance related to Addressing - S. KYLE
		C.	Amend Chapter 78 "Personnel" of the Code of Ordinances - S. WILCOX
	IV.	<u>DISCUSSION</u>	
		A.	Bonding Discussion - D. JORDAN & J. PERKINS
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

October 22, 2024

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, October 22, 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 Assistant City Clerk Claudia Meeks, the following the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Henderson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PROCLAMATION: Mayor Bray presented a Proclamation to Heather Anderson declaring November as “Hunger and Homelessness Awareness Month.” Representatives from other organization such as Paducah Cooperative Ministry were also in attendance to receive the Proclamation.

PRESENTATION

Communications Manager Pam Spencer offered the following summary:

Health Insurance Plan Update

“Benefits Advisor DJ Story with HUB International provided an overview of the City of Paducah’s 2025 health insurance plan through Anthem Blue Cross Blue Shield as the City’s third-party administrator. Those who participate in the City’s health plan will have NO change to their health insurance premiums for 2025. The City has maintained the same health insurance premium rates consecutively for 13 years which is quite unusual and an indication of the good management of the health plan and the City’s dedication to employee wellness. Furthermore, vision premiums are remaining the same as this current year. The dental premiums will increase by 3 percent. To comply with Internal Revenue Service (IRS) minimums, there is a change in the deductibles for the health insurance plans. For example, the deductible for a single person on the Investor Plan is increasing from \$3200 to \$3300. The City of Paducah has a self-insured health insurance plan which means premiums paid into the plan by the employees are used to pay the claims.”

MAYOR REMARKS

Communications Manager Pam Spencer offered the following summary:

Announcement of Marriott Aloft as Hotel for 519 North 3rd Street

Mayor George Bray announced that National Hospitality, LLC has an agreement with Marriott for the construction of an Aloft hotel on the property at 519 North 3rd Street. The developer is anticipating a \$15 million private investment and has demonstrated that the funding in place.

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Mayor Bray said there is an Aloft hotel in Louisville, and that he has stayed in a couple of different Aloft hotels. Mayor Bray added, “It’s got a very cool vibe with an open atmosphere. It’s one of the new brands of hotels, and I think it will serve this community very well. I think people will be very interested in staying there.”

CONSENT AGENDA

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

I(A)	Approve Minutes for the 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
I(B)	Receive and File Documents: <u>Minute File:</u> 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 <u>Deed File:</u> 1. Permanent Utility Easement – 723 Cruse Avenue, Paducah, KY ORD 2024-10-8824 <u>Contract File:</u> 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 <u>Financials:</u> 1. Paducah Water Works – Years Ended June 30, 2024 and 2023
I(C)	Personnel Actions
I(D)	Appointment of Denny Roof and Michele Murphy to the Civic Beautification Board to replace Monica Feiler and Dee Gregory, respectively, who resigned. Said terms shall expire July 1, 2027.
I(E)	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 (MO #2968; BK 13)

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I(F)	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 (MO #2969; BK 13)
I(G)	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 <i>Removed for Separate Discussion</i>
I(H)	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 (MO #2971; BK 13)
I(I)	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 (MO #2972; BK 13)
I(J)	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 (MO #2973; BK 13)
I(K)	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 (MO #2974; BK 13)
I(L)	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 (MO #2975; BK 13)
I(M)	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 (MO #2976; BK 13)
I(N)	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

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	AWARDED BY KLC, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2977; BK 13)
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Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the items on the consent agenda be adopted as presented.

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

MUNICIPAL ORDER

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). (MO #2970; BK 13)

ORDINANCE ADOPTIONS

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

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, 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 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). (ORD 2024-10-8825; BK 37)

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AMEND CHAPTER 78 – PERSONNEL ORDINANCE

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(ORD 2024-10-8826; BK 37)**

AMEND INTERLOCAL AGREEMENT FOR PROVISION OF EMERGENCY 911 SERVICES WITH McCRACKEN COUNTY

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(ORD 2024-10-8827; BK 37)**

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

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt 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

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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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5). **(ORD 2024-10-8828)**

DISCUSSION

Communications Manager Pam Spencer offered the following summary:

Paducah Main Street Discussion

“Planning Director Carol Gault, Paducah Main Street Chairman Jeff Canter, and David Wilkins who chairs Paducah Main Street’s Economic Vitality Committee provided an overview of the history and purpose of Paducah Main Street. The Main Street model is used by communities across the country to energize and redevelop their downtown areas. It has a four-point approach: design, promotions, economic vitality, and organization. Gault explained that Paducah Main Street has been instrumental in revitalizing downtown Paducah with Paducah honored in 2010 to receive the Great American Main Street Award. Gault showed pictures of downtown comparing 2nd Street in 1989 versus today depicting significant changes in streetscape and ambiance.

Paducah Main Street began as a non-profit in 1989. In 2009, it became a division of the City of Paducah’s Planning Department. Wilkins said most Main Streets operate as non-profits, not as divisions of city government. The purpose of the discussion at this meeting was to explore the pros and cons of an entity owned by the community as a non-profit versus as a division of a city department.

Wilkins proposed meeting with local stakeholders and holding listening sessions to gather input with the goal of coming back to the City Commission with a detailed plan of how, if desired by the community, to transition Paducah Main Street from a city division to a non-profit. The City Commission voiced their support in researching this possible transition and suggested talking to other communities about the structure of their Main Street entities.”

After the presentation, Mayor Bray commented that the group should do their due diligence including talking with community partners, talking with other communities (both who have maintained control of their Main Street and those who have a stand-alone Main Street organization), and talking to downtown merchants, then to come back to the Commission with their recommendation.

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COMMENTS

- City Manager Daron Jordan commented that since hiring a Safety Risk Manager and making safety a priority, the City's workers compensation mod rate is now less than 1. A celebration of this accomplishment is being planned.
- The Mayor commented that when Jim Arndt, our previous City Manager, suggested hiring a Safety Risk Manager, he was skeptical. This proves that this hire was a good decision.

ADJOURN

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

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

TIME ADJOURNED: 6:16 p.m.

ADOPTED: November 12, 2024.

George Bray, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

November 12, 2024

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. Contract with WKCTC – Operation of Public and Government Access Channels – MO #2963
2. Contract Modification #7 – Robert Cherry Civic Center Project – MO #2968
3. Release of all Claims against Kenneth W. Flournoy and El Camino Logistics, LLC – Re: Damage to Cherry Civic Center MO #2970
4. Agreement to Purchase one (1) 1-ton service truck and one (1) $\frac{3}{4}$ ton service truck from Linwood Motors – MO #2971
5. Strategic Health Risk Advisor & Strategic Benefit Placement Services with HUB – MO #2973
6. Administrative Services Agreement with Anthem Blue Cross Blue Shield – MO #2974
7. Health, Vision and Dental Benefits Plan Premiums for 2025 – Anthem and Delta Dental – MO #2975
8. Service Contract – Stop Loss Insurance with Voya Financial Advisors, Inc. – MO #2976
9. Agreement For Provision of Emergency 911 Services – ORD 2024-10-8827

Financials:

1. City of Paducah Police and Firefighters Pension Fund – valuation as of July 1, 2024
2. Paducah Water Works – Month ended September 30, 2024

Bids and Proposals File:

1. Purchase of one $\frac{3}{4}$ -Ton Service Truck and one (1) 1-ton Service Truck
 - a. Linwood Motors – MO #2971

CITY OF PADUCAH
November 12, 2024

Upon the recommendation of the City Manager's Office, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.



City Manager's Office Signature

Nov 7, 2024

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
November 12, 2024**

NEW HIRES - FULL-TIME (F/T)

<u>ENGINEERING</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Oakley, James A.	Engineering Tech II	\$36.06/hr	NCS	Ex	November 28, 2024
*Note: James will start with 10 paid days of vacation, available for use immediately, waiving the 6 month waiting period.					
<u>FIRE - PREVENTION</u>					
Johnson III, Rufus Dean	Deputy Building Inspector	\$29.57/hr	NCS	Non-Ex	October 31, 2024
<u>PARKS & RECREATION</u>					
Kearney, Ashley M.	Recreation Supervisor	\$28.85/hr	NCS	Ex	November 14, 2024
<u>PUBLIC WORKS</u>					
Reed, Jonathan W.	Facilities Maintenance Technician	\$20.90/hr	NCS	Non-Ex	October 31, 2024

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

<u>FINANCE</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>
Gray, Kristi L.	Senior Accountant \$37.13/hr	Senior Accountant \$38.24/hr	NCS	Ex	November 14, 2024
<u>FIRE - PREVENTION</u>					
Jones, David A.	Code Enforcement Officer \$27.02/hr	Code Enforcement Officer \$27.83/hr	NCS	Non-Ex	October 31, 2024
McGee, Debra E.	Permit Specialist \$22.21/hr	Permit Specialist \$22.65/hr	NCS	Non-Ex	October 17, 2024
<u>FIRE - SUPPRESSION</u>					
Potter, John G.	Assistant Chief \$34.00/hr	Assistant Chief \$35.02/hr	NCS	Ex	November 14, 2024
<u>PARKS & RECREATION</u>					
Stepter, Drake M.	Recreation Specialist \$22.25/hr	Recreation Specialist \$22.47/hr	NCS	Ex	October 17, 2024
<u>TECHNOLOGY</u>					
Shaw, Emma L.	Software Manager \$44.79/hr	Software Manager \$46.13/hr	NCS	Ex	October 31, 2024

TERMINATIONS - FULL-TIME (F/T)

<u>HUMAN RESOURCES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Throgmorton, Braden	Risk Manager	Resignation	November 14, 2024
<u>PLANNING</u>			
Reason, Melanie R.	Business Development Specialist	Termination	October 21, 2024
<u>POLICE</u>			
Morgan, Gretchen	Patrol Officer	Retirement	October 31, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2024

Short Title: Amend Tyler Technologies CAD Contract (Ord. 2018-4-8524) for FlowMSP addition - **S. KYLE**

Category: Municipal Order

Staff Work
By: Steve Kyle
Presentation
By: Steve Kyle

Background Information: On April 10, 2018, the City Commission approved Ordinance No. 2018-04-8524, authorizing the Mayor to execute a license and Services agreement with Tyler Technology, Inc., for the establishment of a computer assisted dispatch (CAD) system to be utilized in the operation of the City's 911 system.

The Fire Department previously purchased Fire Prevention Mobile licensing with a portion of that licensing dedicated to conduct preplanning. Tyler Technologies has updated their software. The original contract for this portion of the licensing was in the amount of \$5,400. We are exchanging the preplanning portion of the Fire Prevention Mobile licensing for FlowMSP licensing with an increase in cost of approximately \$600 to the existing contract, bringing the total cost to \$6,000. The new software has increased capabilities and ease of use.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Computer Software Maintenance

Account Number: 10001803-522020

Staff Recommendation: Amend contract for addition of software.

Attachments:

1. MO contract-software-amendment-tyler FlowMSP - FD
2. Paducah, KY FlowMSP Amendment 092024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES FOR AN INCREASE IN THE AMOUNT OF \$600 RELATED TO THE EXCHANGE OF THE PREPLANNING PORTION OF THE FIRE PREVENTION MOBILE LICENSING TO FLOWMSP LICENSING, BRINGING THE TOTAL CONTRACT TO \$6,000

. WHEREAS, by Ordinance No. 2018-04-8524, the City Commission authorized the Mayor to execute a License and Services agreement with Tyler Technology, Inc., for the establishment of a Computer Assisted Dispatch (CAD) System, to be utilized in the operation of the City's 911; and

WHEREAS, the Fire Department previously purchased Fire Prevention Mobile Licensing, with a portion of that licensing being dedicated to conducting preplanning; and

WHEREAS, Tyler Technologies has updated their software, allowing the Fire Department to exchange the preplanning portion of the Fire Prevention Mobile licensing for FlowMSP licensing, which will increase capabilities; and

WHEREAS the original licensing was in the amount of \$5,400; this exchange will result in an increase in the cost of approximately \$600, bringing the total cost to approximately \$6,000.

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

SECTION 1. That the City Commission hereby approves an amendment to the contract with Tyler Technologies, Inc. in the amount of \$600 to exchange the preplanning portion of the Fire Prevention Mobile licensing for FlowMSP licensing, increasing the total cost of the contract to \$6,000.

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

SECTION 3. This expenditure shall be charged to Computer Software Maintenance 1000 1803 522020.

SECTION 4. This Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 12, 2024
Recorded by Lindsay Parish, City Clerk, November 12, 2024
\\mo\contract-software-amendment-tyler FlowMSP - FD



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Paducah with offices at P.O. Box 2267, Paducah, KY 42002-2267 ("Client").

WHEREAS, Tyler and the Client are parties to a License and Services Agreement dated April 10, 2018 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

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

1. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment (the "Amendment investment Summary") are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date for an initial term commencing on such date and ending on the last day of the maintenance and support term under the Agreement. Thereafter, SaaS Services shall automatically renew for additional one (1) year terms unless terminated in writing by either party according to the terms of the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. To align with the maintenance and support term for previously licensed software under the Agreement, SaaS Fees for the initial term, at the rates set forth in Exhibit 1, shall be invoiced for the period commencing on the first day of the first month following the Amendment Effective Date and ending on the last day of the maintenance and support term under the Agreement. Subsequent SaaS Fees, at Tyler's then-current rates, are invoiced annually in advance.
 - b. Implementation and other professional services as set forth in the Investment Summary will be invoiced upon complete delivery of the service.
2. Without limiting the terms of Section 1.1 in the Agreement, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
3. The Company Inspector (5) Pre-plans only Software as a Service (SaaS) is hereby removed from

the Agreement as of the Amendment Effective Date. As of such date, Clients right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.

4. In recognition of SaaS fees paid to Tyler for such software, Tyler hereby issues to Client a credit of \$5,402.09. Client may apply such credit, in its discretion, to any fees due to Tyler under the Agreement. This Amendment, upon execution, shall serve as Client's documentation for the credit issued (the executed Amendment is your credit invoice from Tyler).
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. All other terms and conditions shall remain in full force and effect.

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

Tyler Technologies, Inc.

City of Paducah, KY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

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INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 0
Estimated Travel	\$ 0
Total One-Time Cost	\$ 0
Annual Recurring Fees/SaaS	\$ 6,000
Tyler Software Maintenance	\$ 0



Quoted By:
Quote Expiration:
Quote Name:

Travis Ressa
10/14/24
FlowMSP

Sales Quotation For:
Paducah Fire Department
301 Washington ST
Paducah KY 42003
Phone: +1 (270) 444-8521

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Permitting & Licensing					
Fire Prevention Mobile					
Advanced Pre-Planning	1	\$ 6,000	\$ 0	\$ 0	\$ 6,000
TOTAL				\$ 0	\$ 6,000

Summary

Total Tyler Software
2024-467285-S2S7X3

One Time Fees

\$ 0

Recurring Fees

\$ 0

Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 6,000

Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2024

Short Title: Approve contract with Equature for 911 Recording Hardware and Software. (\$88,057.50) - **B. LAIRD**

Category: Municipal Order

Staff Work By: Anthony
Copeland, Ariana Kitty
Presentation By: Brian Laird

Background Information: All phone calls and radio transmissions are recorded at the 911 center as required to be a Public Safety Answering Point (PSAP). The 911 center currently uses Equature recording software and hardware. As part of the 911 Radio upgrade project, the recording hardware and software is being replaced and upgraded to meet the capabilities of the new P25 radio system. A 911 PSAP grant was applied for and received for this purchase.

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

If yes, please list the Commission Priority: 911 Radio Project

Communications Plan:

Funds Available: Account Name: 2024 KY911 Services Board Grant

Account Number: E91109

Staff Recommendation: Approve Contract with Equature

Attachments:

1. MO agree – Equature 911 Recording Hardware and Software
2. Equature Quote
3. 2024 Equature Grant Final Doc
4. Equature Sole Source Justification
5. Written Determination to Purchase

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH EQUATURE IN THE AMOUNT OF \$88,057.50 FOR THE PURCHASE OF RECORDING SOFTWARE AND HARDWARE TO MEET THE CAPABILITIES OF THE NEW P25 RADIO SYSTEM

WHEREAS, all phone calls and radio transmissions are recorded at the 911 center as required to be a Public Safety Answering Point (PSAP); and

WHEREAS, the 911 center currently uses Equature recording software and hardware; and

WHEREAS, as part of the 911 Radio upgrade project, the recording hardware and software are being replaced and upgraded to meet the capabilities of the new P25 radio system; and

WHEREAS, a written determination has been made by the City Manager that Equature is the sole provider that is compatible with the recording hardware and software being implemented and that this will be a noncompetitive negotiation purchase pursuant to KRS 45A.380(2).

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

SECTION 1. The Commission hereby approves an Agreement with Equature in the amount of \$88,057.50 for the purchase of 911 Recording Hardware and Software.

SECTION 2. This expenditure will be paid from the 2024 KY911 Services Board Grant, Account Number E91109.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Remit payment to: Equature P.O. Box 290 Southfield Mi 48037

18311 W. 10 Mile #200 | Southfield MI 48075
248-569-6440
www.equature.com

Date	Order #
10/17/2024	29493

Page 1 of 2

Bill To	Ship To
AJ Copeland (ajcopeland@paducahky.gov) Paducah Communications Services Division 510 Clark St Paducah KY 42003 United States	AJ Copeland (ajcopeland@paducahky.gov) Paducah Communications Services Division 510 Clark St Paducah KY 42003 United States

Terms	PO #		Ship Via	Account #	
Due on receipt				500306	
Item	Qty	Description	Unit Price	Amount	Serial #
EQENTSVR	1	EQUATURE BACKUP SERVER Equature Enterprise Server Chassis (Expandable) Microsoft Server & Microsoft SQL Standard Edition; Proactive Alert Response Package Full Unlimited Site License;	88,057.50	88,057.50	EQ501629
EQ Core Software	1	Equature NG Core Software Viewpoint Core Site License Software Capture Licenses not included	0.00	0.00	
EQQA001	16	Equature QA License per user - compliant with all communication types: email, chat, voice. Unlimited supervisor scoring and unlimited retrieval	0.00	0.00	
EQSMARTSITE	1	SmartScore Site License (Transcription required)	0.00	0.00	
EQTRANSSITE	1	Equature Transcription Site License	0.00	0.00	
EQSUMSITE	1	Equature Summary Site License	0.00	0.00	
EQCAT	1	Equature Classification License	0.00	0.00	
EQCNCT	1	Connect Watch License (PrePaid 5-Year)	0.00	0.00	
EQSTUDIO	1	Equature Studio Automatic & Enhanced Redaction (PrePaid 5-Year)	0.00	0.00	
EQVNIC	1	Equature Harris P25 VNIC RoIP Server	0.00	0.00	
EQLD809-EH	1	EQLDA809EH 8 Port PCI Express	0.00	0.00	
EQA001	8	Analog Voice License	0.00	0.00	
EQV001	7	VoIP License	0.00	0.00	
Equature Talk Group license	40	RoIP Talkgroup device license ISSI talkgroups.	0.00	0.00	
Labor/Recorders	1	Professional Services Implementation, Quality Confirmation & Training	0.00	0.00	
EQ-Warranty	1	1-Year Warranty Includes: -Hardware Components -EQ Software Upgrades -Technical Support -Remote Monitoring	0.00	0.00	
EQ-Terms	1	Payment Terms 100% of Invoice Total due upon receipt of invoice. Please remit payment to P.O. Box 290, Southfield, MI 48037	0.00	0.00	

Remit payment to: Equature P.O. Box 290 Southfield Mi 48037

18311 W. 10 Mile #200 | Southfield MI 48075
248-569-6440
www.equature.com

eq Invoice

Date	Order #
10/17/2024	29493

Item	Qty	Description	Unit Price	Amount	Serial #
Thank you for your business. Credit card accepted for payment with an additional 3% surcharge.			Total	\$88,057.50	



Commonwealth of Kentucky

CONTRACT

Document Number:	SC	094	2500000128	Version:	1
Record Date:					
Document Description:	CITY OF PADUCAH Project #24-061				
Cited Authority:	KRS65.7631(4) CMRS Grant Funds				
Reason for Modification:					

Issuer Contact:	
Name:	Christie Ross
Phone:	502-564-2081
E-mail:	christie.ross@ky.gov

Vendor Name:	Vendor No.	KY0033652
CITY OF PADUCAH	Vendor Contact	
	Name:	CORIE COLE
PO BOX 2267	Phone:	270-444-8512
PADUCAH	E-mail:	CCOLE@PADUCAHKY.GOV
KY	42002-2267	

Effective From: 2024-08-15			Effective To: 2026-01-31				
Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		CITY OF PADUCAH Project #24-061	\$0.000000	\$99,653.00	\$99,653.00

Extended Description:
Effective Date: August 15, 2024 Expiration Date: January 31, 2026. Kentucky 911 Services Board Grant PROJECT #24-061. Scope of Work: RECORDER Project

Any further purchases differing from the aforementioned must be submitted and approved by the Kentucky 911 Services Board.

All purchases must comply with the Kentucky 911 Services Board Grant allowable expenses as outlined in the terms and conditions of this contract.

Shipping Information:	Billing Information:
	Kentucky 911 Services Board 200 Mero Street Frankfort KY 40601

TOTAL CONTRACT AMOUNT	\$99,653.00
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Memorandum of Agreement

Revised December 2019

This Memorandum of Agreement (MOA) is entered into by and between the Commonwealth of Kentucky, KENTUCKY OFFICE OF HOMELAND SECURITY (“the Commonwealth”) and CITY OF PADUCAH (“the Vendor”) to establish an agreement for the KENTUCKY 911 SERVICES BOARD 2024 REIMBURSEMENT GRANT. The initial MOA is effective from EFFECTIVE DATE: **August 15, 2024**, through EXPIRATION DATE: **January 31, 2026**.

Scope of Services: City of Paducah Recorder Project

Pricing: Grant Award Project #24-061 \$99,653.00

Grant Terms and Conditions

1. Americans with Disabilities Act of 1990 (ADA): The grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

2. Availability of CMRS Funds: This grant award is contingent upon availability of funds in the CMRS Grant Fund as received pursuant to KRS 65.7631.

3. Bidding Requirements: The grantee shall comply with the Kentucky Model Procurement Code (KRS Chapter 45A). According to Chapter 45A.385, the grantee may use the small purchase procedures (45A.100) for any contract for which determination is made that the aggregate amount of the contract does not exceed twenty thousand dollars (\$20,000). For items and contracts over \$20,000, the grantee must competitively bid the project according to the agency’s procurement guidelines or purchase the items from the Kentucky State price contract.

4. Bonding: It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.

5. Civil Rights Compliance and Notification of Findings: The grantee will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Homeland Security’s Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Homeland Security’s regulations on disability discrimination, 28 CFR Part 35 and 39 and KRS Chapter 344. In the event a Federal or State Court, Federal or State administrative agency, or the grantee or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the grantee or Contractor will forward a copy of the findings to the Kentucky 911 Services Board who will, in turn, submit the findings to the Kentucky Office of Homeland Security for referral to the Department of Homeland Security and the Office of Justice Programs’ Office of Civil Rights.

6. Compliance Agreement: The grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the Kentucky 911 Services Board. Failure to comply could result in a "Stop Payment" being placed on the grant.

7. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of public funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its grantees, contractors, subcontractors, assignees or successors.

8. Confidential Information: Any reports, information, data, etc., given to, prepared or assembled by the grantee under this grant (which the Kentucky 911 Services Board requests to be kept confidential) shall not be made

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available to any individual or organization by the grantee without prior written approval of the Kentucky 911 Services Board.

9. Conflict Of Interest: Personnel and other officials connected with this grant shall adhere to the requirements given below:

Advice: No official or employee of a state or unit of local government or of non-government grantees/grantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees shall avoid any action which might result in, or create the appearance of the following:

Using his or her official position for private gain;
Giving preferential treatment to any person;
Losing complete independence or impartiality;
Making an official decision outside official channels; and/or
Adversely affecting the confidence of the public in the integrity of the government or the program.

10. Consultants: Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

11. Continuation: The applicant agrees that if the requested project is funded, continuation is not guaranteed.

12. Contract Requirements: The applicant agrees that no contract or agreement may be entered into by the grantee for execution of project activities or provision for services to a grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the grantee will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the grantee.

13. Deobligation of Grant Funds: All grants must be de-obligated within forty-five (45) calendar days of the end of the grant period. Failure to de-obligate the grant in a timely manner will result in an automatic de-obligation of the grant by the Kentucky 911 Services Board.

14. Drug-Free Workplace Certification: This Certification is required by federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when the Kentucky 911 Services Board determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

15. Financial Responsibility: The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
The accounting system should provide accurate and current financial reporting information; and,
The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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16. Fiscal Regulations: The applicant assures that it will comply and all its contractors will comply, with the provisions of applicable federal and state laws and regulations.

17. Fraud: The applicant understands that whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property which are the subject of a grant or contract or other form of assistance, whether received directly or indirectly from the Kentucky 911 Services Board, will be fined not more than \$10,000 or imprisoned for not more than five years or both. Whoever knowingly falsifies, conceals or covers up by trick, scheme or device, any material fact in any application for assistance or in any record required to be maintained, will be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any program or project underwritten in whole or in part by any grantee, or contract or other form of assistance, whether received directly or indirectly from the Kentucky 911 Services Board will be subject to the provisions of Section 371 of Title 18, United States Code.

18. Interest and Other Program Income: The applicant agrees to be accountable for all interest or other income earned by the grantee with respect to grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to the Kentucky 911 Services Board quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the Kentucky 911 Services Board.

19. Interoperable Equipment: Any awards resulting from this application, involving data or voice communication equipment or projects, including data or voice interoperability equipment or projects, shall be presented for review and must be approved by the Kentucky Wireless Interoperability Executive Committee (KWIEC). The KWIEC shall forward the plans to the Chief Information Officer for the Commonwealth Office of Technology (COT) for final approval.

20. Legal Action: The applicant agrees that should the Kentucky 911 Services Board or the Kentucky Office of Homeland Security to which it is attached determine that it needs to take legal action against the applicant for actions arising out of the grant, the applicant will waive jurisdiction and consent to jurisdiction of the Franklin County Circuit Court.

21. Non-Supplanting Agreement: The grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the grantee must stop charging the grant for the new position. Upon filling the vacancy, the grantee may resume charging for the grant position.

22. Obligation of Grant Funds: Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by the Kentucky 911 Services Board. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

23. Performance: This grant may be terminated or fund payments discontinued by the Kentucky 911 Services Board where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by the Kentucky 911 Services Board. In the event the grantee fails to perform the services described herein and has previously received financial assistance from the Kentucky 911 Services Board, the grantee shall reimburse the Board the full amount of the payments made. However, if the services described herein are partially performed, and the grantee has previously received financial assistance, the grantee shall proportionally reimburse the Kentucky 911 Services Board for payments made.

24. Personnel Costs: Personnel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both grant financed and other activities of the agency.

25. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act", and/or the provisions of KRS 11A and KRS 45A.

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26. Project Implementation: The grantee agrees to implement this project within 60 days following the grant award effective date or be subject to automatic cancellation of the grant.

27. Property Control: Effective control and accountability must be maintained for all personal property. Grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Grantees should exercise caution in the use, maintenance, protection and preservation of such property.

Use and Disposition: Equipment shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by state funds. When use of the property for project activities is discontinued, the grantee shall request, in writing, disposition instructions from the Kentucky 911 Services Board prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the Kentucky 911 Services Board immediately.

28. Procurement: Procurement of goods and services must comply with all local procurement guidelines, which reflect applicable provisions of KRS 45A or Chapter 424. It is suggested that grantees recipients contact counsel for advice.

29. Publications: The grantee agrees that all publications created with funding under this grant agreement shall prominently contain the following statement: "This document was prepared under a grant from the Kentucky 911 Services Board. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Kentucky 911 Services Board or the Kentucky Office of Homeland Security." Additionally, any publication created with funding under this agreement shall bear on it the logos of the Kentucky 911 Services Board.

The grantee also agrees that one copy of any such publication will be submitted to the Kentucky 911 Services Board to be placed on file and distributed as appropriate to other potential grantees or interested parties. The Kentucky 911 Services Board may waive the requirement for submission of any specific publication upon submission of a request providing justification from the grantee.

30. Recording and Documentation of Receipts and Expenditures: Grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

31. Reimbursements: The applicant understands that all grant funds awarded from the Kentucky 911 Services Board are done so on a reimbursement basis. The grantee must pay accumulated vendor invoices once services are rendered and submit the invoice along with a copy of the cancelled check made out to the vendor to the 911 Services Board for reimbursement. The 911 Services Board agrees to handle requests for grant reimbursements in a timely and efficient manner. Grantees unable to handle the grant on a reimbursement basis due to financial hardship must contact the 911 Services Board as soon as the grant is awarded to make other arrangements.

32. Reports: The grantee shall submit, at such times and in such form as may be prescribed, such reports as the Kentucky 911 Services Board may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports.

33. Retention of Records: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

34. Suspension or Termination of Funding: The Kentucky 911 Services Board may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a grantee for any of the following reasons:

Failure to comply substantially with requirements or statutory objectives set forth herein;
Failure to adhere to the requirements, standard conditions or special conditions;

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Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
 Failure to submit reports;
 Filing a false certification in this application or other report or document;
 Other good cause shown.
 If funds are not appropriated to the 911 Services Board or are not otherwise available for the purpose of making payments with incurring any obligation for payment after the date of termination, regardless of the terms of the contract.

The 911 Services Board shall provide the grantee thirty (30) calendar days written notice of termination of the contract.

35. Travel Costs: The grantee shall be paid no travel expense unless and except as specifically authorized under the specifications of the grant agreement. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. Neither travel time nor travel expenses will be included personnel hourly rates.

36. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the grantees approved project plan and budget. Items must be in the grantee's approved grant budget in order to be eligible for reimbursement.

37. Utilization of Minority Businesses: Grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

38. Written Approval of Changes: Any mutually agreed upon changes to this grant must be approved, in writing, by the Kentucky 911 Services Board prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application

202 KAR 6:090. Permitted uses by PSAPs for CMRS funds.

RELATES TO: KRS 65.7621, 65.7627, 65.7629(3)-(9), (13), 65.7631, 65.7635, 65.7639, 65.7643, 9 U.S.C. 1-16, 47 U.S.C. 153(27), 332(d), FCC Order Docket #94-102, 1996

STATUTORY AUTHORITY: KRS 65.7633(2)(c)

NECESSITY, FUNCTION, AND CONFORMITY: KRS 65.7633(2)(c) requires the CMRS Board to promulgate administrative regulations to establish guidelines to be followed by the board in reviewing, evaluating, and approving or disapproving disbursements from the CMRS fund and requests for disbursements under KRS 65.7631(2) and (3). KRS 65.7631(2) restricts the use of funds disbursed solely for the purposes of answering, routing, and properly disposing of CMRS 911 calls, training PSAP staff, public education, and complying with the wireless E911 service requirements established by the FCC. This administrative regulation establishes guidelines to be followed by the board in its review and evaluation of disbursement requests by local 911 centers.

Section 1. Definitions. (1) "AVL" means automatic vehicle location systems used to track emergency responder vehicle.

(2) "CAD" means computer aided dispatch systems used by 911 personnel to allocate and track emergency responder resources during a 911 call.

(3) "EMS" means emergency medical system which includes paramedics, emergency medical technicians and other personnel and equipment used to respond to medical emergencies.

(4) "GIS" means Geographic Information Systems used to create, maintain, and manage graphic location data for use by emergency communications centers.

(5) "LINK/NCIC" means the Law Enforcement Information Network of Kentucky and the National Crime Information Center, two (2) systems commonly used by law enforcement and emergency communications personnel for short messaging between agencies and to request vehicle, driver, and criminal history checks.

(6) "MSAG" means Master Street Address Guide, the database used by 911 centers to determine an emergency call's initial location.

Section 2. Allocation of CMRS Funds. (1) Wireless only costs. CMRS funds may be expended for costs which are solely for the provision of enhanced 911 service involving calls from wireless consumers.

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(2) Wireline and wireless-shared costs. Costs for personnel, equipment, or facilities which are necessarily shared by calls to 911 from wireline and wireless users shall be prorated based on the percentage of call traffic attributed to calls from wireless users. CMRS funds may be used only for the wireless prorated portion.

(3) Multifunction personnel, equipment, or facility shared costs. Expenses for personnel, equipment, or facilities which serve multiple functions or purposes shall be prorated. Only those costs for the prorated wireless portion directly involved in the delivery of 911 service shall be allowed.

Section 3. Allowed 911 Center Operational Expenditures. (1) Personnel costs. Costs for the following employees, to the extent their duties are directly attributable to delivery of 911 service, shall be allowed:

(a) Positions allowed.

1. Director;
2. Supervisor;
3. Dispatcher;
4. Call-taker;
5. Technical staff;
6. Support staff; and
7. Other staff involved in the provision of 911 service.

(b) Costs allowed.

1. Salaries;
2. Fringe benefits;
3. MSAG coordination;
4. Uniforms; and
5. Addressing/database development and management.

(2) Facility costs. Facility costs for the following expenses, to the extent it is directly attributable to delivery of 911 service, shall be allowed:

- (a) Capital improvements for construction, remodeling, or expansion;
- (b) Lease or rental payments;
- (c) Utilities;
- (d) Heating and air conditioning;
- (e) Fire suppression systems;
- (f) Security systems;
- (g) Cleaning and maintenance;
- (h) Emergency power and uninterruptible power equipment;
- (i) Insurance;
- (j) Office supplies;
- (k) Printing and copying services; and
- (l) Furniture.

(3) Training and memberships. Training and memberships in professional associations shall be allowed to the extent they are directly attributable to the enhancement of knowledge, skills and abilities of 911 personnel in the provision of 911 service, including:

- (a) Vendor provided training;
- (b) Conferences;
- (c) Necessary travel and lodging;
- (d) On-the-job training; and
- (e) Memberships in 911 related associations, such as the Association of Public Communications Officials, or the National Emergency Number Association.

(4) Hardware, software, and peripheral equipment. Costs for the following equipment shall be allowed to the extent their function is directly attributable to the provision of 911 service, whether on the premises or remotely located:

- (a) 911 controllers, telephone equipment, or software;
- (b) 911 trunks or administrative lines for the 911 center;
- (c) Remote 911 hardware or modems;
- (d) Automatic call distribution (ACD) systems or other call management facilities and software;
- (e) Call-time stamping or other clock functions;
- (f) Computer workstations;
- (g) Telephone device for the deaf equipment;
- (h) Voice and data recording systems;
- (i) Radio systems, including consoles and infrastructure;
- (j) CAD, GIS/mapping, paging, mobile data, LINK/NCIC, or AVL systems;
- (k) Associated databases;

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(l) Network connectivity;
(m) Software licenses; and
(n) Maintenance or service agreements for equipment or software listed in paragraphs (a) through (m) of this subsection.

(5) Vehicle costs. Vehicle costs for the following, either as reimbursement to an employee for the use of a private vehicle or direct costs for a vehicle assigned to the agency, shall be allowed to the extent their use is directly attributable to the provision of 911 service:

- (a) MSAG development and maintenance;
- (b) GIS verification and testing; and
- (c) Public education.

(6) Professional services. Costs for the following professional services shall be allowed to the extent they are directly attributable to the provision of 911 related service:

- (a) Legal;
- (b) Architectural;
- (c) Auditing; and
- (d) Consultation.

(7) Public education. Costs for public education regarding the proper use of 911 shall be allowed.

Section 4. Not Allowed 911 Center Operational Expenses. (1) Personnel costs. Personnel costs for the following personnel shall not be allowed, except when directly functioning as 911 center staff:

- (a) Law enforcement;
- (b) EMS personnel;
- (c) Fire personnel;
- (d) Emergency management staff; and
- (e) Shared support or technical staff.

(2) Facility costs. Facility costs for the following purposes and facilities shall not be allowed, except for that portion used for 911 operations.

- (a) Capital and furnishing costs for facilities whose primary purpose is other than 911 operations;
- (b) Facilities primarily intended for use by police, fire, EMS, or other emergency management personnel; and
- (c) Facilities providing general offices for county or municipal government operations.

(3) Training and memberships.

(a) Costs for training for staff not directly involved in the delivery of 911 services or courses whose content is not intended to increase of the knowledge, skills, and abilities of 911 personnel in regard to delivery of 911 service shall not be allowed.

(b) Costs for memberships in organizations or associations whose primary purpose is other than public safety communications or 911 issues shall not be allowed.

(4) Hardware, software, and peripheral equipment. The following hardware, software, or peripheral equipment costs, unless directly attributable to the delivery of 911 service shall not be allowed:

- (a) Law enforcement, fire, EMS, or jail record management systems;
- (b) Word processing, databases, and other general computer applications;
- (c) GIS applications providing data layers not needed for the location of emergency calls or other general mapping and location services for government operations;

(d) Court information systems;

(e) Field equipment used outside of the 911 center by emergency responders or other government personnel for radio, paging, mobile data, LINK/NCIC, CAD, or AVL systems;

(f) Connectivity for an application listed in paragraphs (a) to (e) of this subsection;

(g) A maintenance or service agreement for an application listed in paragraphs (a) to (e) of this subsection; and

(h) Software license for an application listed in paragraphs (a) to (e) of this subsection.

(5) Vehicle costs. The cost of an emergency response or other government vehicle not directly attributable to the delivery of 911 service shall not be allowed.

(6) Professional services. Costs for professional services not directly attributable to the delivery of 911 service shall not be allowed.

(7) Public education. Costs for public education not directly attributable to the delivery of 911 service shall not be allowed. (29 Ky.R. 1160; Am. 1524; eff. 12-18-02; TAm eff. 8-31-2007.)

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Memorandum of Agreement Standard Terms and Conditions

Revised April 2024

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for

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the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

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without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

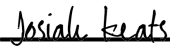
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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

DocuSigned by:



Signature

Signature ID: 09F094B5...

Executive Director

Title

7/29/2024

Date

Josiah L. Keats

Printed Name

2nd Party:

DocuSigned by:



Signature

Signature ID: 88E8B94E8...

Mayor

Title

7/18/2024

Date

George P. Bray

Printed Name

Other Party:

DocuSigned by:



Signature

Signature ID: 1111A8BBC0473...

Assistant Chief

Title

7/19/2024

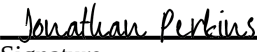
Date

ANTHONY COPELAND

Printed Name

Finance Officer:

Signed by:



Signature

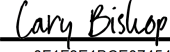
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Finance Director

Title

Approved to Form and Legality:

DocuSigned by:



Signature

Signature ID: 0F1F3F51BCE07454...

Attorney

SIMPLIFIED ACQUISITION - SOLE SOURCE JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

1. Demonstration of Contractor's unique qualification. The supplies/services cannot be obtained from any other resource because:

In accordance with 10 U.S.C. 2304(c)(2), as implemented by Federal Acquisition Regulation (FAR) 6.302-1, no other source(s) are available which can satisfy the agency's minimum needs. The unique function is only available from Dictation Sales & Service (dba **Equature**), 18311 West 10 Mile Road, Southfield Michigan, 48075. CAGE: 1Q5N2, which owns and maintains the necessary design and manufacturing data and intellectual property required to produce "Equature" operation that meet the agency's recording requirements from a local manufacturer.

2. Supporting facts: **Single Integrated Solution**
 - a. **Dispatch Improvement Cycle** - Equature is the only company that provides full dispatch improvement with recording, automated quality assurance, dispatcher training online and localized generative AI tools. All of this is part of the Equature NG9-1-1 Performance Suite which provides improvement metrics for your center and continuous learning models in place based on industry best practices.
 - b. **Direct Advantage** - Equature is the direct manufacture of its NextGen Recording Solution. Equature is the only support provider in the county for its NextGen Recording Solution which provides proactive 24x7x365 live monitoring and alerting of all your systems for errors or issues.
 - c. **Integrated Transcription** - This gives users the ability to search 100% of their content using words and phrases spoken within the call recordings. The transcriptions are summarized which can be copied into local RMS and CAD applications. Equature owns the patent and intellectual rights to this application.
 - d. **Equature EVA-SmartScore** - Provides the ability to automatically evaluate 100% of all Emergency, Non-Emergency & Radio Communications for compliance. Allowing the administration team to focus the outliers based on a threshold desired for incident response measures. No other company in the industry evaluates both phone and radio and Equature owns the patent and intellectual rights to this application.
3. Actions taken to remove barriers to competition:

Equature is a technologically advanced Recording system that Equature Corp. owns the intellectual property rights. Without a full and complete data package, no other avenues, including reverse engineering, can provide an economical and time considerate solution to this sole source environment.



CITY OF PADUCAH

300 South 5th Street

P. O. Box 2267

Paducah, KY 42002-2267

Phone: (270) 444-8530

Daron E. Jordan, CEcD
City Manager

Michelle Smolen
Assistant City Manager

Written Determination to Purchase through Non-Competitive Negotiations

The City of Paducah desires to contract with Equature of Southfield, MI for services related to 911 radio and telephone audio recording for the Paducah Police Department 911 Communications Services Division.

The 911 center currently uses Equature recording software and hardware. This purchase will replace and upgrade hardware and software related to the existing Equature recording system, bringing it in line with current industry standards. Equature is the sole provider that is compatible with the recording hardware and software being implemented by Communications International as part of the 911 Radio Upgrade Project.

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

Daron E. Jordan, CEcD
Paducah City Manager

Nov. 1, 2024

Date

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2024

Short Title: Authorize Paducah Water to Accept the Cleaner Water Program Grant Assistance Award - J. PETERSEN

Category: Municipal Order

Staff Work By: Jason Petersen, Daron Jordan
Presentation By: Jason Petersen

Background Information: In 2023, Paducah Water received three (3) grant awards totally over \$1.6 million from the Kentucky Infrastructure Authority (KIA) under the Cleaner Water Program for the improvement of certain facilities within the Paducah Water's water system. Two of the three projects are now complete, and PW is proposing to reallocate grant funds as follows:

1. Painting and mixing for the I-24 (interior only) and US 60 water tanks.
 1. This project is complete with \$100,694.25 in grant funds remaining. PW proposes to reallocate these remaining funds to the Midtown Water Main Replacement project.
2. Construction of an air stripping unit at the treatment plant.
 1. This project has been designed and permits received. It now appears that grant funding may exceed construction costs. To ensure that all grant funds are utilized, PW proposes to reallocate \$370,000 to the Midtown Water Main Replacement project.
3. Addition of the West McCracken County water infrastructure to PW's hydraulic model.
 1. This project is complete with no remaining grant funds.

In total, PW has requested to reallocate \$470,694.25 in grant funds. However, doing so will intermix grant funds from two funding cycles. KIA has advised that this will require creating a new grant with its own grant number resolutions, agreements, exhibits, etc. similar to the other previous grants.

Paducah Water is requesting approval of the grant assistance agreements and authorization for the execution of the agreements and supporting documents by Jason Petersen, as General Manager of Paducah Water. Further, that Jason Petersen be designated as the "Authorized Official" under the agreements.

Paducah Water will allocate local capital funds to cover any construction cost in excess of the grant funds.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. MO Paducah Water – Cleaner Water Grant 2024
2. PW Resolution
3. Paducah Water - KIA_GrantAssistanceAgreement_22CWW387

256341

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE
BOARD OF COMMISSIONERS OF THE PADUCAH WATER
WORKS TO ACCEPT THE CLEANER WATER PROGRAM
GRANT ASSISTANCE AWARD AND APPROVING THE GRANT
ASSISTANCE AGREEMENT WITH THE KENTUCKY
INFRASTRUCTURE AUTHORITY**

WHEREAS, the Board of Commissioners of Paducah Water Works (hereinafter the “Grantee”) is a political subdivision of the Commonwealth of Kentucky and an agency of the City of Paducah, Kentucky (the “City”) duly established and empowered pursuant to KRS 96.320 to manage on behalf of the City the municipal water system of the City of Paducah; and

WHEREAS, Paducah Water is authorized to establish, erect, construct, acquire, own, maintain, replace, and operate the municipal water system, together with extensions and necessary appurtenances thereto, within or outside the corporate limits of the City; and

WHEREAS, Paducah Water has determined that for purposes of continuing to provide an adequate and reliable drinking water supply to its customers in the City of Paducah and McCracken County, Kentucky, it is necessary to upgrade its system by the completion of the Midtown Area Water Main Replacement Project (hereinafter the “Project”); and

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Grantee has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee’s utility system; and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the “Authority”) for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the “Agreement”) with the Authority.

WHEREAS, in order for the Grantee to complete the Project and obtain grant award, the Kentucky Infrastructure Authority has asked the City of Paducah, because many of the assets used and owned by the Grantee are titled in the name of the City of Paducah, to approve the Project and the Grantee’s acceptance of the grant award and the Agreement, which were approved by the Board of Commissioners of Paducah Water Works at its October 30, 2024 meeting, a copy is attached hereto as Exhibit A; and

WHEREAS, it is beneficial for the City of Paducah for the Grantee to complete the Project.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows

SECTION 1. The City of Paducah hereby approves of the Midtown Area Water Main Replacement Project.

SECTION 2. The City approves the Grantee's acceptance of the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 3. That Jason Petersen, the Grantee's General Manager, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award.

SECTION 4. The City approves the Grantee's agreement and commitments to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 5. That this Order shall be in full force and effect on and after the date approved by the Board of Commissioners of the City of Paducah, Kentucky.

ADOPTED on November 12, 2024.

GEORGE BRAY, MAYOR

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 12, 2024
Recorded by Lindsay Parish, City Clerk, November 12, 2024
mo/Paducah Water – Cleaner Water Grant 2024

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of , and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said City of Paducah at a meeting duly held on November 12, 2024; and that this official action appears as a matter of public record in the official records or journal of the City of Paducah; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____
November, 2024.

Lindsay Parish, City Clerk

EXHIBIT A

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
PADUCAH WATER WORKS**

SEE ATTACHMENT

RESOLUTION**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PADUCAH WATER WORKS ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE BOARD OF COMMISSIONER'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS IN CONNECTION WITH THE MIDTOWN AREA WATER MAIN REPLACEMENT PROJECT**

The following resolution was adopted by the Board of Commissioners of Paducah Water Works at a regular meeting located at the offices of the Paducah Water on the 30th day of October 2024, at which meeting a quorum of the members of the Board was present:

WHEREAS, the Board of Commissioners of Paducah Water Works (hereinafter the "Grantee") is a political subdivision of the Commonwealth of Kentucky and an agency of the City of Paducah, Kentucky (the "City") duly established and empowered pursuant to KRS 96.320 to manage on behalf of the City the municipal water system of the City of Paducah; and

WHEREAS, Paducah Water is authorized to establish, erect, construct, acquire, own, maintain, replace and operate the municipal water system, together with extensions and necessary appurtenances thereto, within or outside the corporate limits of the City; and

WHEREAS, Paducah Water has determined that for purposes of continuing to provide an adequate and reliable drinking water supply to its customers in the City of Paducah and McCracken County, Kentucky, it is necessary to upgrade its system by through the completion of the Midtown Area Water Main Replacement Project (hereinafter the "Project"); and

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Grantee has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system; and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Board of Commissioners of the Paducah Water Works as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement

between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Jason Petersen, Grantee's General Manager, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

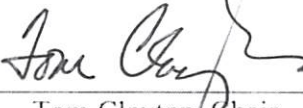
SECTION 4. That it is hereby requested that the Board of Commissioners of the City of Paducah adopt a municipal order approving the Project and ratifying and affirming any and all actions of the Grantee as set forth in this Resolution and under the Agreement.

SECTION 5. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on October 30, 2024.

**BOARD OF COMMISSIONERS OF THE
PADUCAH WATER WORKS**

By


Tom Clayton, Chair

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on October 30, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on October 30, 2024.


Secretary

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the “Agreement”) is made and entered into by and between the Kentucky Infrastructure Authority (the “Authority”), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Paducah Water Works (the “Grantee”), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the “Act”), creating the “Kentucky Infrastructure Authority” to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor’s Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the “WRIS”) a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved a \$250,000,000 allocation in Federal Funds for Fiscal Year 2023 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the “CWP”), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee’s Project Profile in the WRIS (the “Project”) and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the “KRS”).

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2022 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 22CWW387 in the principal amount of \$470,694 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee’s Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

- A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.
- B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

- A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

- B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.
- C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.
- D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.
- E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.
- F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.
- G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.
- H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.
- I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long-term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

- J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.
- K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:
1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.
 2. Single Audit Requirements. Grantees that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
 3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
- L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.
- B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

- A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.
- B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.
- C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

- A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.
- B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

- C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

- A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.
- B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.
- C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.
- D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

- A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.
- B. Terminate any remaining grant payments to the Grantee.
- C. Exercise all the rights and remedies of the Authority set forth in the Act.
- D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.
- E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

- A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.
- B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.
- F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.
- H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

- I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Grantee becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Grantee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

**KENTUCKY INFRASTRUCTURE
AUTHORITY**

By: _____
Sandy Williams, Executive Director

Date: _____

PADUCAH WATER WORKS

By: _____
Authorized Official

Print Name: _____

**THIS AGREEMENT HAS BEEN EXAMINED
BY:**

By: _____
**LEGAL COUNSEL TO THE KENTUCKY
INFRASTRUCTURE AUTHORITY**

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

- Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile
- Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application
- Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

- Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer
- Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution
- Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

- Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.
- Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.
- Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.
- Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.
- Exhibit 11 Certificate of Project Completion.

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2024

Short Title: Authorize a Subordination Agreement with Independence Bank for 3141 Broadway - **D. JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan, David
Kelly - KKHB
Presentation By: Daron Jordan

Background Information: The City of Paducah is a mortgagee in a mortgage executed by Musselman Properties LLC for a certain tract of property located at 3141 Broadway, Paducah, Kentucky. Musselman Properties LLC intends to refinance its current loan with River City Partners, LLC, which is secured by a first mortgage on the Property, through a loan with Independence Bank. The City is agreeable to the terms of a Subordination Agreement proposed between the City and Independence Bank so that the City's mortgage will continue to be subordinate to the mortgage of Independence Bank upon consummation of the aforesaid transaction. This action approves and authorizes the Mayor to sign the Subordination Agreement.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO Subordination Agreement Musselman Properties 3141 Broadway Coke Plant
2. Subordination Agmt - City of Paducah

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF
A SUBORDINATION AGREEMENT BETWEEN THE CITY OF PADUCAH AND
INDEPENDENCE BANK

WHEREAS, the City of Paducah (“City”) is a mortgagee in a mortgage executed by Musselman Properties LLC with respect to a certain tract of property located at 3141 Broadway, Paducah, Kentucky (the “Property”), which mortgage was recorded on December 30, 2021 in Mortgage Book 1668, page 223, McCracken County Clerk’s Office; and

WHEREAS, Musselman Properties LLC intends to refinance its current loan with River City Partners, LLC, which is secured by a first mortgage on the Property, through a loan with Independence Bank, which loan will also be secured by a mortgage on the Property; and

WHEREAS, the City is agreeable to the terms of a Subordination Agreement proposed between the City and Independence Bank so that the City’s mortgage will continue to be subordinate to the mortgage of Independence Bank upon consummation of the aforesaid transaction.

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

Section 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves the Subordination Agreement between the City and Independence Bank in substantially the form attached hereto as Exhibit A and made a part hereof. The Mayor of the City is hereby authorized to execute the Subordination Agreement, together with such other agreements, instruments or certifications, which may be necessary to accomplish the transaction contemplated by the Subordination Agreement.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November ___, 2024

Adopted by the Board of Commissioners, November ___, 2024

Recorded by City Clerk, November ___, 2024

MO\Subordination Agreement Musselman Properties 3141 Broadway Coke Plant

----- SUBORDINATION AGREEMENT -----

THIS SUBORDINATION AGREEMENT made and entered into on this the ____ day of _____, 2024, by and between **INDEPENDENCE BANK OF KENTUCKY** (“Independence Bank”), of _____, Paducah, KY 42001; and **THE CITY OF PADUCAH, a Kentucky municipality** (“City”), of 300 South 5th Street, Paducah, KY 42001, party of the second part;

WITNESSETH:

THAT WHEREAS, the City is the Mortgagee in a mortgage executed by Musselman Properties, LLC, on the 21st day of December, 2020, with respect to a certain tract of property located at 3141 Broadway, Paducah, Kentucky (“Property”), which Mortgage was recorded on the 30th day of December, 2020, in Mortgage Book 1668, page 223, McCracken County Court Clerk's Office; and

WHEREAS, Musselman Properties, LLC intends to refinance its current loan with River City Partners, LLC, which is secured by a first mortgage lien on the Property, through a loan with Independence Bank in the amount of \$1,800,000.00 (“Loan”), which Loan will be secured by a mortgage lien on the Property; and

WHEREAS, it is a condition of the Loan that the mortgage of Independence Bank be a first mortgage lien on the Property and that the City subordinated its mortgage to the new mortgage of Independence Bank.

NOW THEREFORE, for and in consideration of \$1.00 and all other valuable consideration, and in order to induce Independence Bank to make the aforementioned loan, the City does hereby subordinate its mortgage on the Property of record in Mortgage Book 1668, page

IN TESTIMONY WHEREOF, the parties have hereunto set their hands on this the day and year first above written.

THE CITY OF PADUCAH, a Kentucky municipality

By: _____
Title: _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me by Independence Bank of Kentucky, by and through its duly authorized officer, _____, on this the _____ day of _____, 2024.

My commission expires:

COMMONWEALTH OF KENTUCKY)
 : ss.
COUNTY OF McCRACKEN)

The foregoing instrument was subscribed, sworn to, and acknowledged before me by The City of Paducah, a Kentucky municipality, by and through its duly authorized _____, _____, on this the _____ day of _____, 2024.

My commission expires:

2

I hereby certify that this
instrument has been prepared by:

Law Offices

McMurry & Livingston, PLLC
201 Broadway, 7th Floor
P.O. Box 1700
Paducah, KY 42002-1700

BY: _____
Phillip L. Little

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2024

Short Title: Approve FY2025 Contract with Sprocket, Inc. in the Amount of \$100,000 - **M. SMOLEN**

Category: Municipal Order

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

Background Information: The Board of Commissioners included \$100,000 in funding for Sprocket in the adopted FY2025 budget. The contract states that Sprocket will receive \$75,000 in quarterly payments for providing small business development and entrepreneurial programs. Additionally, Sprocket will complete a financial audit for FY25. The City will reimburse Sprocket for the actual cost of the audit in an amount not to exceed \$25,000. Sprocket will receive the difference of the cost of the audit and the \$25,000 previously referenced in their last quarterly payment.

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

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 580810

Staff Recommendation: Approve the FY2025 Contract For Services with Sprocket in the amount of \$100,000 and authorize Mayor to execute same.

Attachments:

1. MO - contract-Sprocket FY25
2. Sprocket Agreement Signed Nov 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH SPROCKET, INC. IN A TOTAL AMOUNT NOT
TO EXCEED \$100,000 WITH \$75,000 BEING ALLOCATED TO
PROVIDE SMALL BUSINESS DEVELOPMENT AND
ENTREPRENEURIAL PROGRAMS AND UP TO \$25,000 BEING
ALLOCATED FOR REIMBURSEMENT OF A FINANCIAL AUDIT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract
with Sprocket, Inc. in an amount not to exceed \$100,000 payable as follows:

- Sprocket will receive the amount of \$75,000 payable in equal quarterly installments of \$18,750, with the first installment being due no later than fifteen days after the full execution of the Contract, and upon receipt of an invoice and subsequent payments being due December 31, 2024, March 31, 2025, and June 30, 2025. This contract shall expire June 30, 2025.
- The City will reimburse Sprocket for the actual cost of a financial audit in an amount not to exceed \$25,000 after being presented with an Invoice.

SECTION 2. This expenditure shall be charged to the Investment Fund,
Account No. 24000401-580810

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 12, 2024
Recorded by Lindsay Parish, City Clerk, November 12, 2024
\\mo\contract-Sprocket FY25

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2024, by and between the **CITY OF PADUCAH** ("City") and **SPROCKET INC**, ("Sprocket"), a Kentucky non-profit corporation.

WHEREAS, Sprocket, Inc is a non-profit 501(c)3 Entrepreneur Hub. Sprocket is a place to create and develop innovative programs for education, entrepreneurship, and community learning.

WHEREAS, the services of Sprocket as described herein are for the direct benefit of the citizens of Paducah; and

WHEREAS, promoting entrepreneurialism which fosters development of the local workforce and the economy of Paducah serves a valid public purpose; and

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

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

SECTION 1: TERM – The term of this Contract for Services shall be from the effective date of the contract through June 30, 2025.

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

SECTION 3: PAYMENT – In consideration of Sprocket providing small business development and entrepreneurial programs, upon receipt of an invoice the City shall pay Sprocket the sum of Seventy- Five Thousand Dollars (\$75,000), said sum shall be paid in quarterly installments of \$18,750. The first installment shall be paid no later than 15 days after the full execution of this Agreement. Each subsequent payment shall be due on or before December 31, 2024, March 31, 2025 and June 30, 2025, if quarterly invoices are received.

Sprocket shall complete a financial audit for FY2025 and supply the report to the City within two (2) weeks of its completion but no later than December 31, 2025. The auditors' report shall express an opinion on the fair presentation of its general-purpose financial statements for Sprocket in conformity with generally accepted accounting principles.

Upon receipt of an executed financial audit contract, the City will reimburse Sprocket for the actual expense of the audit in an amount not to exceed \$25,000. Sprocket will receive the difference of the cost of the audit and the \$25,000 referenced above after the City receives the

executed financial audit contract. However, this difference in amount will not be paid immediately but will rather be included in the last quarterly payment.

SECTION 4: OBJECTIVES AND SERVICES – Sprocket shall perform the following services for and on behalf of the City in consideration for the payment described above in Section 3.

- Operate a co-working space located at 3121 Broadway. Sprocket will furnish the personnel, programming, space, tools and various technologies for education, community learning and entrepreneurial development.
- Pay the costs and expenses incurred in the promotion and operation of the Sprocket facility including compensation of personnel, utilities, insurance and other expenses.
- Design, promote, and host workshops, events and speakers intended to promote and develop an entrepreneurial ecosystem in the Paducah area.
- Act as a local entrepreneurial development liaison to the Kentucky Cabinet for Economic Development and Workforce Development as well as other regional educational and economic development organizations.
- Post an 8.5” by 11” sign in the facility that states, “Sprocket is funded, in part, by a grant from the City of Paducah.”
- Publish an annual report and provide a copy to the City.
- Leverage the City’s contribution to pursue grant funding from various nonprofit, private, and governmental authorities.

SECTION 5: ACCOUNTING

- (A) Sprocket shall conduct all accounting, payroll, and fiscal management. Sprocket shall make regular reports of expenditures to ensure such expenditures are proper.
- (B) Sprocket shall provide, to the City’s Director of Finance, on or before the last day of each month, a full listing of business enterprises that are located and operating at the time of the report. Such listing shall include the name of the business, current mailing, and electronic communication so as to allow contact by the Finance Department to determine if the person and/or entities have the requisite current licenses to operate legally within the City of Paducah, KY.
- (C) Upon notice, by the City of Paducah, KY, to the representatives of Sprocket that any persons and/or entities are non-compliant with City of Paducah, KY rules and regulations, said representatives of Sprocket will work with the City of Paducah, KY to encourage compliance by any and all persons/and or entities not in said compliance.
- (D) City shall have the right to inspect the operations of Sprocket, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (E) Sprocket shall supply a financial audit for FY2025 to the City within two (2) weeks of its completion and no later than December 31, 2025. The auditors’ report

shall express an opinion on the fair presentation of its general purpose financial statements for Sprocket in conformity with generally accepted accounting principles.

SECTION 6: ENTIRE AGREEMENT – This Contract for Services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS – Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Sprocket are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all moneys not properly accounted.

SECTION 8: JURISDICTION – Jurisdiction over the interpretation, breach, and/or any other matter relating to this Agreement shall be in McCracken County state courts.

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

CITY OF PADUCAH

George Bray, Mayor

SPROCKET, INC.



Name

Title: Executive Director 11/5/24

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2024

Short Title: Authorize the City Manager to reject all proposals for the Robert Coleman Sprayground Project -
D. JORDAN

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Daron
Jordan

Background Information: On August 13, 2024, The Board of Commissioners authorized the City Manager to release a Request for Proposals for Design and Construction Administrative Services for the renovation of the Coleman Park spray ground facility. A Request for Proposals was advertised to the public on August 17, 2024 with a submission deadline of September 6.

Request to reject all proposals on the Robert Coleman Spray ground project citing language in the Request for Proposals as follows:

The City of Paducah reserves the right to accept or reject any or all proposals. All proposals become the property of the City of Paducah. The City of Paducah has the right to waive any irregularities in the Request for Proposals process. The City of Paducah reserves the right, at its sole discretion, to terminate this process at any time or reject any or all proposals without penalty prior to the execution of an agreement with the selected agency. Any agreement resulting from this process shall be done so as deemed in the best interests of the City.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. MO Coleman Park Sprayground Renovation – reject all proposals

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE CITY MANAGER TO REJECT ALL PROPOSALS FOR THE ROBERT COLEMAN SPRAYGROUND PROJECT

WHEREAS, on August 13, 2024, the Board of Commissioners (by Municipal Order 2937) authorized the City Manager to release a Request For Proposals for the Design and Construction Administrative Services for the renovation of the Coleman Park spray ground facility; and

WHEREAS, a Request for Proposals was advertised to the public on August 17, 2024, with a submission deadline of September 6, 2024; and

WHEREAS, the Request for Proposals includes language which expressly allows the City of Paducah to reject any or all proposals.

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

SECTION 1. The City Manager is hereby authorized to reject all proposals on the Robert Coleman Spray ground project, pursuant to language in the Request For Proposal which states: *“The City of Paducah reserves the right to accept or reject any or all proposals. All proposals become the property of the City of Paducah. The City of Paducah has the right to waive any irregularities in the Request for Proposals process. The City of Paducah reserves the right, at its sole discretion, to terminate this process at any time or reject any or all proposals without penalty prior to the execution of an agreement with the selected agency. Any agreement resulting from this process shall be done so as deemed in the best interests of the City.”*

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 12, 2024
Recorded by Lindsay Parish, City Clerk, November 12, 2024
MO\Coleman Park Sprayground Renovation – reject all proposals

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2024

Short Title: Authorize Fire Department to Apply for Thermal Imager Grant in an amount up to \$3,250 - **S. KYLE**

Category: Municipal Order

Staff Work
By: Steve Kyle
Presentation
By: Steve Kyle

Background Information: The Kentucky Fire Commission promulgates funds annually for grant applications for Thermal Imagers. The Paducah Fire Department wants authorization to apply for a grant to go towards the purchase of a Thermal Imager to be placed on a fire apparatus. If awarded, this is a reimbursement grant. The grant is authorized up to \$3,250. There is no local match requirement.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Grant permission for the fire department to file a grant application with the Kentucky Fire Commission for a Thermal Imager.

Attachments:

1. MO app– Kentucky Fire Commission Thermal Imager Grant

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A KENTUCKY FIRE COMMISSION THERMAL IMAGERS GRANT IN AN AMOUNT NOT TO EXCEED \$3,250 FOR PURCHASE OF A THERMAL IMAGER

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a Kentucky Fire Commission Thermal Imager Grant application in an amount not to exceed \$3,250. There is no local match for this grant.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 12, 2024
Recorded by Lindsay Parish, City Clerk, November 12, 2024
\\mo\grants\app- Kentucky Fire Commission Thermal Imager Grant

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2024

Short Title: Approval of a Construction Contract with Jim Smith Contracting, Inc. for the Paducah Riverfront Infrastructure Improvement Project (BUILD) - **G. GUEBERT**

Category: Municipal Order

Staff Work By: Melanie Townsend, Greg Guebert
Presentation By: Greg Guebert

Background Information: Summary: Approving a contract with Jim Smith Contracting, Inc. (JSC) for construction services for the BUILD project in an amount not to exceed \$20,413,644.86.

Background: In November 2019, the City of Paducah was notified of the award of \$10.4M from the Better Utilizing Investments to Leverage Development (BUILD) grant program, which will be administered through the Maritime Administration (MARAD).

On August 23, 2022, the City Commission adopted Municipal Order No. 2632, accepting \$10,400,00.00 for the BUILD project through MARAD.

On June 11, 2024, the City Commission adopted Municipal Order No. 2908, accepting \$3,500,000.00 through the Department for Local Government as appropriated by House Bill 1.

On June 8 and June 26, 2024, the Engineering Department advertised in the *Paducah Sun* an Invitation to Bid for the BUILD grant project.

On July 16, 2024, the Engineering Department opened sealed bids for the BUILD project. The City received one (1) bid packet from Jim Smith Contracting for \$26,150,000.00.

On August 8, 2024, the City received approval from MARAD to conduct a non-competitive negotiation with JSC to discuss cost-saving measures.

On October 30, 2024, the City finalized negotiations with JSC for an agreed-upon amount not exceeding \$20,413,644.86 in construction contract costs.

The City will provide the remainder of the BUILD project costs through Project Account DT0050.

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: BUILD grant

Account Number: DT0050

Staff Recommendation: Authorize the Mayor to accept and execute a Construction Contract and any associated documents with Jim Smith Contracting, Inc. for the Paducah Riverfront Infrastructure Improvement Project (BUILD) in an amount not to exceed \$20,413,644.86.

Attachments:

1. MO - contract Jim Smith Contracting – BUILD Grant Project
2. DT0050 - Riverfront Improvement Project S U
3. Legal ad_6.8.24_affidavit
4. PreBid sign in_6.14.24
5. Legal Ad_6.26.24_affidavit

6. Bid sign in_7.16.24
7. JSC_Bid packet_7.16.24
8. Em_MARAD_noncomp negotiation approval_8.13.24
9. JSC Riverfront Proposal - Nov 1st 2024
10. Agreement_BUILD

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH JIM SMITH CONTRACTING CO., LLC, IN AN AMOUNT NOT TO EXCEED \$20,413,644.86 FOR THE PADUCAH RIVERFRONT INFRASTRUCTURE IMPROVEMENT PROJECT (BUILD)

WHEREAS, On July 16, 2024, the Engineering Department advertised in the Paducah Sun an Invitation to Bid for the BUILD grant project; and

WHEREAS, on July 16, 2024, the Engineering Department opened sealed bids for the BUILD project. The City received one (1) bid packet from Jim Smith Contracting for \$26,150,000; and

WHEREAS, on August 8, 2024, the City received approval from MARAD to conduct a non-competitive negotiation with Jim Smith Contracting to discuss cost-saving measures, and on October 30, 2024, the City finalized negotiations with Jim Smith Contracting for an agreed-upon amount not to exceed \$20,413,644.86 in construction contract costs.

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

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute a contract with Jim Smith Contracting Co., LLC for construction of the BUILD grant project, for a total amount not to exceed \$20,413,644.86.

SECTION 2. The cost shall be paid from the BUILD Grant, Project Account Number DT0050.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 12, 2024
Recorded by Lindsay Parish, City Clerk, November 12, 2024
mo\contract Jim Smith Contracting – BUILD Grant Project

AFFP
RIVERFRONT PROJECT

Affidavit of Publication

STATE OF KY }
COUNTY OF MCCRACKEN } SS

Johnny Blazina, being duly sworn, says:

That he is Sales Manager of the Paducah Sun, a daily newspaper of general circulation, printed and published in Paducah, McCracken County, KY; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

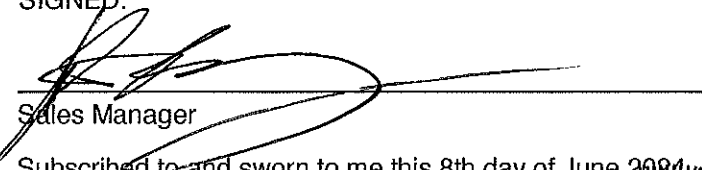
June 08, 2024

ADVERTISEMENT FOR BIDS

The City of Paducah Engineering Department will receive sealed bids for the City of Paducah Riverfront Infrastructure Improvement Project on Tuesday, July 9, 2024, at 2:00 P.M.CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, located at 300 South 5th Street, Paducah, Kentucky 42003. Copies of the Plans and Specifications may be obtained at Paducah Blueprint & Supply Co., Inc., located at 999 Broadway, Paducah, Kentucky 42001, or www.padblue.com. KYTC Prequalification Requirements: The Contractor and Subcontractors shall be Prequalified with the Kentucky Transportation Cabinet and possess a Certificate of Eligibility at the Bid Opening. A Mandatory Pre-Bid Meeting will be held at the City of Paducah Commission Chambers on Friday, June 14, 2024, at 2 p.m.. CST. More information regarding this project can be found on the City of Paducah's website, www.paducahky.gov, under Request for Bids. This project is funded in part by US Department of Transportation BUILD grant funds.

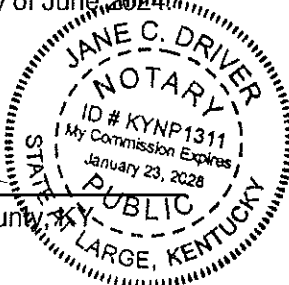
That said newspaper was regularly issued and circulated on those dates.

SIGNED:


Sales Manager

Subscribed to and sworn to me this 8th day of June, 2024.


Jane Driver, Notary Public, McCracken County, KY



My commission expires: January 23, 2028

00000556 70980321

Audra Kyle
CITY OF PADUCAH
PO BOX 2267
PADUCAH, KY 42002-2307

Location: Paducah City Hall, Commission Chamber, 300 S 5th St, Paducah, KY 42003

[illegible]

AFFP
INFRASTRUCTURE BID

Affidavit of Publication

STATE OF KY }
COUNTY OF MCCRACKEN } SS

Johnny Blazina, being duly sworn, says:

That he is Sales Manager of the Paducah Sun, a daily newspaper of general circulation, printed and published in Paducah, McCracken County, KY; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

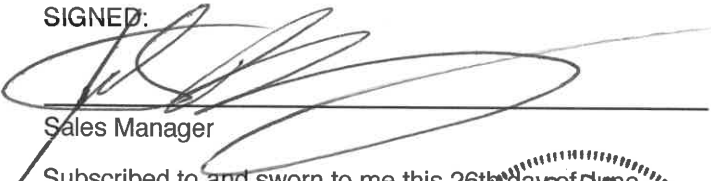
June 26, 2024

ADVERTISEMENT FOR BIDS

The City of Paducah Engineering Department will receive sealed bids for the City of Paducah's Riverfront Infrastructure Improvement Project on Tuesday, July 16, 2024, at 2:00 P.M.CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, located at 300 South 5th Street, Paducah, Kentucky 42003. Copies of the Plans and Specifications may be obtained at Paducah Blueprint & Supply Co., Inc., located at 999 Broadway, Paducah, Kentucky 42001, or www.padblue.com. KYTC Prequalification Requirements: The Contractor and Subcontractors shall be Prequalified with the Kentucky Transportation Cabinet and possess a Certificate of Eligibility at the Bid Opening. A Mandatory Pre-Bid Meeting was held at the City of Paducah Commission Chambers on Friday, June 14, 2024, at 2 p.m.. CST. More information regarding this project can be found on the City of Paducah's website, www.paducahky.gov, under Request for Bids. This project is funded in part by US Department of Transportation BUILD grant funds.

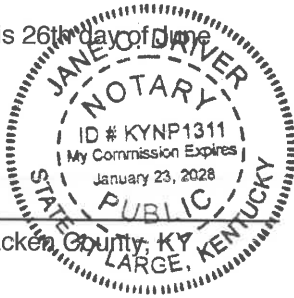
That said newspaper was regularly issued and circulated on those dates.

SIGNED:


Sales Manager

Subscribed to and sworn to me this 26th day of June 2024.


Jane Driver, Notary Public, McCracken County, KY



My commission expires: January 23, 2028

00000556 70993099

Audra Kyle
CITY OF PADUCAH
PO BOX 2267
PADUCAH, KY 42002-2307

Location: Paducah City Hall, Commission Chamber, 300 S 5th St, Paducah, KY 42003

[illegible]

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

BID PROPOSAL FOR CITY OF PADUCAH RIVERFRONT IMPROVEMENT PROJECT

Proposal of JIM SMITH CONTRACTING CO., LLC

(hereinafter called Bidder), organized and existing under the laws of KENTUCKY

(state) and doing business as A CORPORATION *, 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, materials, equipment, tools and services necessary for the construction of the **CITY OF PADUCAH RIVERFRONT IMPROVEMENT PROJECT** in accordance with the plans, specifications and other contract documents prepared by the City Engineering Department, at the prices stated below.

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

The Bidder further understands the quantities shown herein 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.**

Security in the sum of \$ SEE ATTACHED 5% BID BOND, in the form of a Bid Bond or cashier's check, said amount being equal to Five Percent (5%) of the Total Bid Amount, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned. Additionally, the 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.**

After reasonable consideration of all bids received, a Notice of Award will be given to the **Responsible Bidder** who submits the **lowest responsive bid 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.

If Notice of 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 and furnish the required bonds and insurance within ten (10) days after the Contract is presented for signature.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **Five Hundred Forty (540)** consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum of **One Thousand Dollars (\$1,000.00)** for each consecutive calendar day thereafter until project completion as provided in accordance with Specifications.

Payments for Work Completed will be made in accordance with the Specifications.

In submitting this Bid, it is understood that 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. 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.

BID PROPOSAL:

The Bidder hereby satisfying all requirements of the specifications herein, proposes and agrees to furnish a RIVER FRONT INFRASTRUCTURE PROJECT for the total amount of:

TWENTY SIX MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS
TOTAL BID: _____ (written bid)

(\$ 26,150,000.00)

Total Bid price shall be shown in both words and figures. The amount shown in words shall govern in case of a discrepancy.

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) 1 Dated 7/3/2024

ATTACHMENTS TO THE BID PROPOSAL REQUIRED:

1. Bid Bond in the amount of 5% of the bid.
2. Bidder's Required Certification Signed and Notarized.
3. All additional information as required within the Technical Specifications.

SUB-CONTRACTORS:

Subcontractors (if any) who the bidder proposes to use on the project shall be listed. Once the bidder's proposal has been accepted, there shall be no deviations from the list, except as requested by, or upon approval of, the Owner.

COMPANY	CONTACT	PHONE	WORK PROPOSED	%
SEE ATTACHED SUMMARY				

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, 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: JIM SMITH CONTRACTING CO., LLC
BY: BRIAN MCREYNOLDS DATE: 7/16/24
TITLE: VICE PRESIDENT OF OPERATOINS
ADDRESS: 1108 DOVER ROAD
GRAND RIVERS KY 42045
PHONE: 270-362-8661 FAX: 270-362-9797
CELL PHONE: 270-205-0811 E-MAIL: brian@jscky.com
FEDERAL TAXPAYER IDENTIFICATION NUMBER: 61-1380786
KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 172363
CITY OF PADUCAH BUSINESS LICENSE NUMBER: 4041

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we JIM SMITH CONTRACTING COMPANY LLC
(Name of Principal - Bidder)

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
(Name of Surety - Insurance Company)

a Corporation duly organized under the laws of the State of CONNECTICUT
(State)

as Surety, hereinafter called the Surety, are held and firmly bound unto the **CITY OF PADUCAH,**
KENTUCKY, as Obligee, hereinafter called the Obligee, in the sum of:

\$ 5% OF BID (FIVE PERCENT OF AMOUNT BID Dollars and NO/00 Cents)

for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for PADUCAH RIVERFRONT IMPROVEMENT
(Name of Project)

Dated JULY 16TH, 2024 to the **CITY OF PADUCAH, KENTUCKY**, Obligee. _____

NOW, THEREFORE:

If the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract documents and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

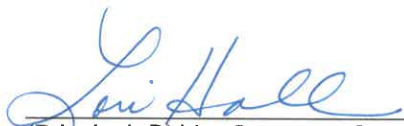
PRINCIPAL: Signed and sealed this 16TH day of JULY 2024.


JIM SMITH CONTRACTING COMPANY LLC
(Principal - Bidder)
Vice President
(Title)

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Lori Hall, certify that I am the Corporate Secretary of the Corporation named as Principal in the within Bond; that Brian McReynolds who signed the said Bond on behalf of the Principal was then V.P. Operations of said Corporation; that I knew his/her signature, and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.


(Principal- Bidder Corporate Secretary)

(Corporate Seal)

SURETY: Signed and sealed this 16TH day of JULY 2024.

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
(Surety - Insurance Company)


(Title) CHRIS GUNN, ATTORNEY-IN-FACT

(SEAL)

Attach Surety Power of Attorney



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Chris Gunn, Michael Martin, Ashley O'Daniel, Debbie Tucker, Sussann Lovett, and Heather R. Lynn of Benton, Kentucky**, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the, r business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16TH** day of **JULY**, 2024




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

City of Paducah Riverfront Infrastructure Improvement Project
Jim Smith Contracting Co., LLC
List of Proposed Subcontractors

<u>Subcontractor</u>			<u>Sub Amount</u>	<u>Percentage</u>
CJ Mahan	Will Kennedy	614-314-7912	\$14,505,000.00	55.47%
Harper Construction	Joe Edwards	270-538-7500	\$1,978,437.00	7.57%
Jays Electric	Brandon Harmon	270-527-3366	\$1,562,250.00	5.97%
James Sanders Nursery*	Crystal Sanders	270-443-8851	\$589,733.64	2.26%
Cornerstone Hardscapes	Jake Shelby	270-210-4232	\$496,275.00	1.90%
bo-mar	Sam Maldonado	317-899-1240	\$380,082.00	1.45%
GeoComp	Matthew Winslow	978-635-0012	\$350,000.00	1.34%
MurtCo	Matt Hunter	270-444-0679	\$225,870.00	0.86%
DWA	Bryan Noel	859-512-2140	\$98,630.00	0.38%
Bottoms Engineering	Drew Thompson	502-695-2200	\$23,750.00	0.09%
MSI	Keenan Lautner	270-953-0047	\$20,438.00	0.08%
Total Project Amount				\$26,150,000.00

* DBE

**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: BRIAN MCREYNOLDS

Title: VP OF OPERATIONS

Company: JIM SMITH CONTRACTING CO., LLC

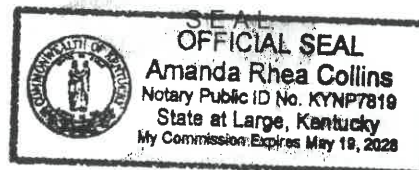
Date: 7/16/2024

STATE OF Kentucky)
COUNTY OF Livingston)

The foregoing instrument was sworn to and acknowledged before me this 16 day of July, ²⁰²⁴ 2015, by Brian McReynolds, VP Operation (title) of Jim Smith Contracting (Name of Company).

My commission expires: 5-19-2028

Amanda Rhea Collins
Notary Public, State at Large



**U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION
BUILD GRANT 2019
CERTIFICATIONS**

DISCLOSURE OF LOBBYING ACTIVITIES

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and grant agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact: upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DRUG-FREE WORKPLACE REQUIREMENTS

The Recipient certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Recipient's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs;
 - and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the grant award, the employee will:

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 4(b) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award.

6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1-6.

8. The Recipient may, but is not required to, provide the site for the performance of work done in connection with the specific grant. For the provision of services pursuant to this agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award. If the Recipient does so, please insert in article 7 of this agreement the following:

Identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of this agreement.

**CERTIFICATION REGARDING DISBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-
LOWER TIER PARTICIPANTS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 7 44 and 7 45 of Title VII, Division D of the Consolidated Appropriations Act, 2019 (Pub. L. 116-66), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

"Covered Transaction" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

"Felony Conviction" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

"Participant" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

"Tax Delinquency" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "SAM") at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 Prohibition. If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made then a Participant shall not enter or continue a Covered Transaction with that entity unless the US DOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. Mandatory Notice to the USDOT.

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. Flow Down. For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

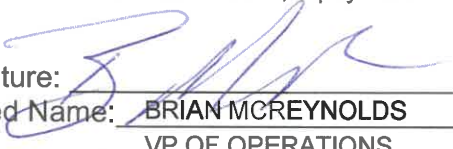
(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

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: BRIAN MCREYNOLDS

Title: VP OF OPERATIONS

Company: JIM SMITH CONTRACTING CO. LLC

Date: 7/16/2024

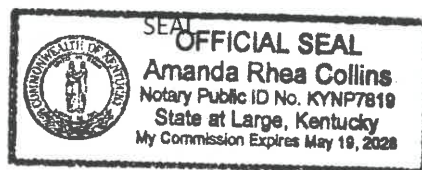
STATE OF Kentucky)

COUNTY OF Livingston)

The foregoing instrument was sworn to and acknowledged before me this 16 day of July, 2024, by Brian McReynolds (name), VP Operations (title) of Jim Smith Contracting (Name of Company).

My commission expires: 5-19-2028

Amanda Rhea Collins
Notary Public, State at Large



ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: 7/12/2024
Affidavit Expiration Date: 7/12/2025
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, 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.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in Executive Order No. 2018-905.
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF 2

- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth 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. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Signature

VICE PRESIDENT OF OPERATIONS

Title

BRIAN MCREYNOLDS

Printed Name

7/16/2024

Date

Company Name

JIM SMITH CONTRACTING CO., LLC

Address

1108 DOVER ROAD

GRAND RIVERS KY 42045

Commonwealth of Kentucky Vendor Code (if known)

KYTC 02-618

Subscribed and sworn to before me by

Brian McReynolds VP of Operations
(Affiant) (Title)

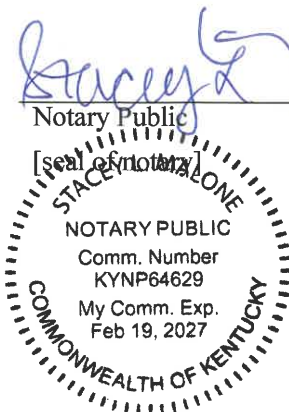
of Jim Smith Contracting Co., LLC this 16th day of July, 2024.
(Company Name)

Notary Public

[Seal of Notary]

My commission expires:

2/19/27



Addendum No.1

This document is an amendment of the plans and specifications for the Paducah Riverfront Improvement Project with a bid opening on Tuesday, July 16th, 2024 at 2:00 pm CT.

Please review all attachments and additional information in this Addendum No. 1.

The questions were submitted after the conclusion of the Mandatory Pre-bid Conference and received by Friday June 28th 2024. .

Confirmation: Bidders shall Acknowledge Receipt of this Addendum No.1 by signing below and returning to Melanie Townsend at the City of Paducah via e-mail at mtownsend@paducahky.gov and also include this acknowledgement in your bid documents.

CONFIRMATION

BIDDERS shall Acknowledge Receipt of This Addendum No. 1 by Signing below and returning to Melanie Townsend via email at mtownsend@paducahky.gov and also include this acknowledgement in your bid documents.

BIDDER: Jim Smith Contracting, LLC

BY: Bobby Hamilton DATE: 07/05/2024

TITLE: Project Manager

- Attachment A: Pre-bid meeting Sign-in Sheet
- Attachment B: Pre-bid meeting minutes
- Attachment C: Contractor Questions and Answers
- Attachment D: Complete Geotechnical Report (2022)
- Attachment E: Wage Rates (Building, Heavy, Highway)
- Attachment F: List of Permits to be acquired by the City

RE: PIDP 2019-City of Paducah-Procurement Question Feedback

Hill, Gerald (MARAD) <gerald.hill@dot.gov>

Tue 8/13/2024 10:21 AM

To: Melanie Townsend <mtownsend@paducahky.gov>

Cc: Kontson, Stephen (MARAD) <stephen.kontson@dot.gov>; Bohnet, David (MARAD) <david.bohnet@dot.gov>; Gutierrez, Gretchen (MARAD) <gretchen.gutierrez@dot.gov>; Smith, Colleen (MARAD) <colleen.smith@dot.gov>; Daron Jordan <djordan@paducahky.gov>; Sheryl Chino (Sheryl.Chino@hdrinc.com) <Sheryl.Chino@hdrinc.com>; Hope Reasons <hreasons@paducahky.gov>

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the Technology Department

Hi Melanie,

I am okay with you proceeding as long as you have and can provide verification of all the items mentioned in our previous correspondence regarding compliance with all Federal regulations. Since you noted that you provided an opportunity for other companies to bid on the project and you only received one bid from Jim Smith Contracting, you may proceed with your negotiations. We do ask that you provide us a copy of the bid packages for Engineering review. Thank you for your assistance. If you have any additional questions, please reply to this email.

Gerald A. Hill, M.S.
Grants Management Specialist
U.S. DOT-Maritime Administration
Office of Port Infrastructure Development
1200 New Jersey Avenue, SE
Washington, DC 20590
Gerald.Hill@dot.gov

From: Melanie Townsend <mtownsend@paducahky.gov>

Sent: Tuesday, August 13, 2024 11:14 AM

To: Hill, Gerald (MARAD) <gerald.hill@dot.gov>

Cc: Kontson, Stephen (MARAD) <stephen.kontson@dot.gov>; Bohnet, David (MARAD) <david.bohnet@dot.gov>; Gutierrez, Gretchen (MARAD) <gretchen.gutierrez@dot.gov>; Smith, Colleen (MARAD) <colleen.smith@dot.gov>; Daron Jordan <djordan@paducahky.gov>; Sheryl Chino (Sheryl.Chino@hdrinc.com) <Sheryl.Chino@hdrinc.com>; Hope Reasons <hreasons@paducahky.gov>

Subject: Re: PIDP 2019-City of Paducah-Procurement Question Feedback

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Gerald,

I want to verify that we have MARAD approval to proceed with non-competitive negotiation with Jim Smith Contracting as our sole respondent.

Thank you,
Melanie



Melanie Townsend, PMP

Engineering Project Manager

City of Paducah

270-444-8511, Option 2; ext. 2016

865-250-0848 (cell)

www.paducahky.gov | map-gis.org

[Tell Us How We're Doing](#)

From: Melanie Townsend <mtownsend@paducahky.gov>

Sent: Thursday, August 8, 2024 2:03 PM

To: Hill, Gerald (MARAD) <gerald.hill@dot.gov>

Cc: Kontson, Stephen (MARAD) <stephen.kontson@dot.gov>; Bohnet, David (MARAD) <david.bohnet@dot.gov>; Gutierrez, Gretchen (MARAD) <gretchen.gutierrez@dot.gov>; Smith, Colleen (MARAD) <colleen.smith@dot.gov>; Daron Jordan <djordan@paducahky.gov>; Sheryl Chino (<Sheryl.Chino@hdrinc.com>) <Sheryl.Chino@hdrinc.com>; Hope Reasons <hreasons@paducahky.gov>

Subject: Re: PIDP 2019-City of Paducah-Procurement Question Feedback

Good afternoon Gerald,

Thank you for the quick response. In response to your points:

- The City followed all procurement standards as defined in 2CFR200.317-328.
- The City conducted a full and open competitive bid process. The bid specifications did not include geographical preferences or requirements.
- The City will follow the bid scope outlined in the grant agreement.

Once again, thank you for your quick response. We will keep you updated as we move through the procurement process.

Respectfully,
Melanie



Melanie Townsend, PMP

Engineering Project Manager

City of Paducah

270-444-8511, Option 2; ext. 2016

865-250-0848 (cell)

www.paducahky.gov | map-gis.org

[Tell Us How We're Doing](#)

From: Hill, Gerald (MARAD) <gerald.hill@dot.gov>

Sent: Thursday, August 8, 2024 1:49 PM

To: Melanie Townsend <mtownsend@paducahky.gov>

Cc: Kontson, Stephen (MARAD) <stephen.kontson@dot.gov>; Bohnet, David (MARAD) <david.bohnet@dot.gov>; Gutierrez, Gretchen (MARAD) <gretchen.gutierrez@dot.gov>; Smith, Colleen (MARAD) <colleen.smith@dot.gov>

Subject: PIDP 2019-City of Paducah-Procurement Question Feedback

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the Technology Department

Hi Melanie,

Thanks for the updated information. Please find a couple points below in response to the information provided:

- Your emails reference both 2 CFR 200 procurement standards as well as KY procurement law. As a reminder, please note that the procurement standards set forth in 2 CFR 200.317-328 must be followed for all procurements on this project.
- With respect to your request to engage with the sole respondent, Jim Smith Contracting; so long as there was a full and open competition and the solicitation did not contain requirements or conditions that were arbitrary or overly restrictive of competition (e.g., if it was only possible for one company to meet the requirements), and it otherwise complied with the Federal procurement standards referenced above, MARAD doesn't have any issues with Paducah

engaging Jim Smith as the sole bidder. With that said, we noticed that you mention in your emails that Jim Smith is the only potential bidder "...within a reasonable geographical area surrounding the City..." Please keep in mind that the Federal procurement standards prohibit the use of state, local or tribal geographical preferences in the evaluation of bids or proposals (see 2 CFR 200.319(c)). Therefore, geographical preferences or requirements should not have been included in the solicitation, and should not be considered in the evaluation of Jim Smith as a potential bidder.

- You also asked about the scope of the project in your email at the bottom of this chain. The "Project" is defined in the grant agreement, and we would suggest that you refer to that definition and Attachment A of the grant agreement when discussing the scope with prospective contractors.

Please feel free to reach out if you have any questions, and please keep us informed as your procurement efforts continue.

Gerald A. Hill, M.S.
Grants Management Specialist
U.S. DOT-Maritime Administration
Office of Port Infrastructure Development
1200 New Jersey Avenue, SE
Washington, DC 20590
Gerald.Hill@dot.gov

11/01/2024 10:08
 24PADRIVER-2 2024 PADUCAH RIVERFRONTREVISION 2
 *** Brian

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10000	ASPHALT AREA TO BE REMOVED					63,360.04
10010	CONCRETE CURB AND GUTTER TO BE REMOVED					8,667.10
10011	STONE/MILLING/ RUBBLE TO BE REMOVED					36,666.00
10020	CONCRETE AREA AND SIDEWALK TO BE REMOVED					23,382.83
10040	CONCRETE OVERLOOK TO BE REMOVED					6,509.03
10050	SIGN TO BE REMOVED.					1,521.28
10060	CONCRETE BENCH TO BE REMOVED.					541.88
10070	GUARDRAIL TO BE REMOVED					1,212.12
10080	CHAIN AND WOOD POSTS TO BE REMOVED. DETAIL A, SHEE					7,819.42
10090	REMOVE 12" OF GRAVEL TO PLACE TOPSOIL.					14,281.20
10100	TOP PHASE OF STORM INLET TO BE REMOVED. BOTTOM PH					9,205.51
10110	STORM STRUCTURE AND PIPES SHALL BE SAFE LOADED AND					14,286.20
10120	REMOVE ALL STEEL AND CONCRETE MATERIALS ASSOCIATED					13,328.28
10130	TREES AND VEGETATION TO BE REMOVED.					11,507.93
10150	ELEVATED WALKWAY - foundation to be secured					4,376.61
10170	DGA FOR STANDARD DUTY CONCRETE SIDEWALK. 1, SHEET					29,903.00
10180	STANDARD DUTY ASPHALT PAVING. SHEET C501.					134,635.02
10190	ASPHATL EDGE KY 5, SHEET C501					8,757.12
10191	HAND RAILS FOR GRAND STAIRCASE					27,825.34
10200	LOW EMBEDDED DUCTILE IRON BOLLARS G/L503					11,892.56
10210	REMOVABLE DUCTILE IRON BOLLARD G/L503					75,619.96
10220	WAYFINDING SIGNAGE - installation only					8,970.40
10240	PRECAST CONCRETE INTERLOCKING 4/C502					84,989.00
10250	ASPHALT SURFACE COURSE OVERLAY 7/C501					11,587.62
10251	#57 under paver/conc pads					27,167.25
10260	Port of Paducah Letters A/L505					372,890.95
10270	Concrete picnic tables and benches F/L503					36,376.29
10280	Wall mounted benches with backs D/L503					41,086.65
10290	Surface mounted benches with 6" w/ backs E/L503					69,177.84
10310	Greenway shelter w/ dec benches B/L504 & B/L506					169,807.18
10320	Transit/Bus shelter A/L504 & E/L506					101,349.76
10330	Bike Racks B/L503 - 16 EA					27,807.68
10340	Trash recepatcle C/L503 - 15 EA					56,193.75
10350	Chain monument A/L501					14,557.35
10360	Land side rep rap removal V501					105,830.40
10370	Land side rep rap removal backfill					37,641.80
10380	Paint USGS					4,630.39
10390	Temp 1" SCH-80 Conduits for USGS					8,286.00
10400	Perm 1" SCH-80 Conduits for USGS					26,460.00

11/01/2024 10:08
 24PADRIVER-2 2024 PADUCAH RIVERFRONTREVISION 2
 *** Brian

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10410	Sensors - install only materials by others					11,580.00
10420	Earthwork					348,965.44
10421	MAINTAIN AND CONTROL TRAFFOC					48,017.93
10422	EROSION CONTROL					23,402.70
10423	STAKING					131,236.02
10430	18" Storm Drain					62,056.29
10450	INSTALL 36" BY 36" CATCH BASIN. SEE DETAIL 2, SHEE					30,340.52
10460	INSTALL KYTC DROP BOX INLET TYPE 13. SEE KYTC STAN					13,061.37
10470	INSTALL 48" X 48" STORM SEWER "SADDLE" JUNCTION BO					10,086.87
10480	EXISTING DOUBLE SIDED TYPE A (MODIFIED) CURB INLET					3,334.60
10490	EXISTING TYPE A (MODIFIED) CURB INLET TO BE MODIFI					3,334.60
10500	EXISTING CURB INLET LID TO BE REPLACED WITH FLUSH					3,334.60
10510	REMOVE AND DEMOLISH TOP PHASE OF EXISTING TYPE A C					2,594.32
10520	ADJUST RIM ELEVATION OF MANHOLE LID OR INLET LID.					30,011.40
10530	INSTALL 4" PVC DRAINAGE TILE. SEE DETAIL 3, SHEET					41,801.10
10540	INSTALL 24" SDR 21 PVC PIPE FOR FUTURE FORCE MAIN					27,836.65
10541	JSC SHEET PILE WALL					65,420.00
10542	JSC-SHEET PILE COPING					37,910.70
10550	MAHAN					12,210,199.48
10560	JAYS					1,613,940.60
10570	HARPER					2,330,853.59
10580	LANDSCAPE					619,154.38
10581	PAVERS					573,338.68
10600	BRHEM					31,496.65
10610	MURTCO					245,012.41
10615	MSI					21,457.62
10630	JSC MOBILIZATION					163,757.60
Bid Total =====>						\$20,413,644.86

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

**AGREEMENT FOR CITY OF PADUCAH RIVERFRONT INFRASTRUCTURE IMPROVEMENT
PROJECT**

THIS AGREEMENT, made this _____ day of November 2024 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **JIM SMITH CONTRACTING**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the construction of the **PADUCAH RIVERFRONT INFRASTRUCTURE IMPROVEMENT PROJECT**. All Work shall be in accordance with this Agreement, the Plans, Specifications, and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering Department of the City of Paducah shall, in all respects, act as both Engineer and agent for the Owner, the City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date specified in the Notice to Proceed and to fully complete the project **within Five Hundred Forty (540)** consecutive calendar days thereafter.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of **\$1,000.00** per consecutive calendar day for failure to meet the final completion date and shall be withheld from final payment.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **Twenty Million, Four Hundred Thirteen Thousand, Six Hundred Forty-Four Dollars and Eighty-Six Cents (\$20,413,644.86)** as quoted in the negotiated Bid Proposal by the Contractor dated November 1, 2024, which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty **(30)** days after the submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent **(10%)** retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty **(60)** days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. 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 7. THE CONTRACT DOCUMENTS

The Plans, 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.

CONTRACTOR

BY _____
TITLE _____

ADDRESS:
1108 Dove Road
Grand Rivers, Kentucky 42045

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2024

Short Title: Amend Chapter 2 of the Code of Ordinances related to the Fire Department - **S. KYLE**

Category: Municipal Order

Staff Work By: Steve Kyle
Presentation By: Steve Kyle

Background Information: This update is being brought forward to both update antiquated language and remove conflicting language that is covered by the contract with IAFF Local 168 that is also an ordinance.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt recommended changes to the ordinance.

Attachments:

1. ORD 2-Fire Department 2024 Amendment

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING CHAPTER 2
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, the desires to amend Chapter 2, Division 5 “Fire Department” of the Code of Ordinances of the City of Paducah.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION A. That the City of Paducah, Kentucky, hereby amends Chapter 2, Division 5 “Fire Department” of the Paducah Code of Ordinances as follows:

Sec. 2-301. Chief.

The Chief of the Fire Department shall be the director and active executive head of the Department and all employees shall be subject to the Chief's supervision and control, but during the chief's absence from the City or inability to perform the duties of office the Deputy Chief, Assistant Chief, or Battalion Chief of the Fire Department shall have supervision and control of the Department.

Sec. 2-301.5. Administer and implement duties.

The Chief of the Fire Department shall have the responsibility for administering and implementing duties associated with the divisions of administration, suppression, fire prevention, and training.

Sec. 2-302. Captains.

All Captains in the Fire Department shall have and retain the same rank and shall be responsible to the Chief of the Fire Department for the proper conduct and performance of the duties of the firefighters at the stations to which they are assigned.

Sec. 2-303. Duties of members; leaving station while on duty.

(a) Duties.

(1) The Chief of the Fire Department shall designate duties to members of the Department so as to produce the greatest efficiency in the service, and the Chief's orders in such matters shall be explicitly complied with.

~~(2) Subject to the approval of the Chief of the Department or authorized designee, members of the Department may exchange duty with each other on a voluntary basis in instances including, but not limited to, situations where a member has depleted such member's sick time and vacation allowances and continues to be unable to return to duty, attendance at professional or union conferences and schools, and in other situations where the member's absence could not otherwise be compensated. Work back and exchange of duties as provided for herein shall in no way result in credit for extra compensation for the one performing the duty in the form of overtime, or other provisions for increased pay.~~

(b) Leaving station while on duty. No member of the Fire Department shall leave the member's station while on duty without the consent of the member's superior officer.

Sec. 2-304. Residency requirements.

All members of the Fire Department hired after October 1, 1988, shall reside within McCracken County or within forty-five (45) minutes of Station 4 as measured by a recognized mapping program, i.e., Mapquest, Google Maps, etc., as a condition of their continued employment within the Fire Department of the City.

Sec. 2-305. Command at scene of fire.

The ~~Captain-Officer~~ of the first Fire Department company arriving at a fire shall be in charge until the arrival of the Chief of the Department or a Deputy Chief, Assistant Chief, or Battalion Chief. In the absence of the Chief, any Chief Officer at the scene shall assume the duties of the Chief. The ~~Captain-Officer~~ of each company shall lead, direct and continue with the ~~Captain's Officer's~~ company for the duration of the fire, or until the fire is extinguished, or until relieved by the ~~Captain's Officer's~~ superior.

Sec. 2-306. Use of automotive equipment.

No member shall use the automotive equipment of the Fire Department except in the performance of duty. Each member shall strictly observe all traffic laws, ordinances and regulations of the City, except in answering alarms, and then shall use utmost diligence in the handling of the equipment. Each member using automotive equipment shall use every precaution to preserve the same in good order and good appearance.

Sec. 2-307. Number, rank and salaries of members in the suppression division; additional compensation.

(a) The number and rank of members of the Fire Department of the City and the salary of each position that shall be paid upon satisfactory completion of consecutive years of service in the Fire Department shall be as established by ordinance. The schedule of such salaries and positions shall be on file with the City Clerk.

~~(b) — In the event employees of the Fire Department act in a position of responsibility higher than the position the employee holds, and the temporary assignment is to be for greater than ten (10) consecutive 24-hour shifts (excluding unscheduled overtime), then the wage rate of the employee will be adjusted according to such amounts as established by ordinance. Such compensation shall be paid for any condition creating an absence within a position for which the acting officers are required to serve, including vacancy within the position, illness, vacations and holiday times, acting in another position, or temporary additional assignments. Such compensation shall not be paid for assignments resulting from members operating on work-back provisions, attending school or seminars, or for any other reason than stated above. Acting pay shall be accounted for by the Assistant Fire Chiefs, and payment shall be made in a manner corresponding with the actual dates working in said acting position. Acting pay shall be subject to all payroll deductions.~~

~~(c) — Captains, Lieutenants and firefighters shall be paid the established hourly rates during each weekly period beginning on Monday and ending on Sunday for the first forty (40) hours of duty, and at one and one-half (1½) times said hourly rates for each duty hour in excess of forty (40).~~

~~(d) — A firefighter who is regularly assigned as a relief driver by the Chief of the Fire Department, after approval by the City Manager, shall for this assignment receive additional compensation in an amount as established by ordinance.~~

Sec. 2-308. Uniforms.

(a) While on duty, all officers and personnel will be required to wear the uniform prescribed by the Chief of the Department. When off duty, the uniform may be worn, but in no instance while on or off duty will part of the uniform be permitted.

(b) ~~All new members of the Fire Department shall be entitled to an additional clothing allowance as established by municipal order of the City.~~ In the event the member does not remain an employee in the department for more than seventy-five (75) calendar days, all uniforms purchased with the initial payment shall be returned to the Chief of the Department.

~~(c) — All members who are required to wear uniforms shall be paid an amount as established by the City's current policies and procedures.~~

Sec. 2-309. Disposition of rewards, gifts and donations.

~~Any and all rewards, fees, gifts and donations paid or given on account of extraordinary or meritorious service by members of the Fire Department shall be delivered to the Fire Chief, who shall forthwith turn the same over to the Treasurer of the City to be deposited to the credit of the Police Officers' and Firefighters' Pension Fund.~~

Sec. 2-310. Reserved.

Sec. 2-311. Grievance procedure.

~~There is hereby established a grievance procedure for members of the Fire Department who have a complaint arising out of their employment.~~

~~(1) — A complaint shall be filed within three (3) days after knowledge of its occurrence. The complaint shall be filed with the Supervising Chief Officer of your respective Division. The complaint shall be in writing and shall contain a clear, concise statement of the cause of the grievance. The Supervising Chief Officer will attempt to remedy the problem presented and shall answer the grievance not later than the next work shift following the filing of the grievance.~~

~~(2) — Any party not satisfied by the decision of the Supervising Chief Officer may appeal to the Chief of the Department within two (2) days following the receipt of the answer by the Supervising Chief Officer. The appeal shall be in writing and contain a statement of the reason for the appeal and have attached thereto a copy of the original grievance together with a copy of the decision of the Supervising Chief Officer. The Chief of the Department shall thereupon investigate the problem and render a decision within three (3) days from the date the appeal is filed.~~

~~(3) — Any party aggrieved by the decision of the Chief of the Department or who is not satisfied with the decision may appeal the complaint and decision to the City Manager. All written matter of record in the case shall be forwarded to the City Manager within three (3) days following the decision by the Chief, and the City Manager shall render an opinion in the case within five days after receipt of the appeal.~~

(4) — ~~The decision of the City Manager may be appealed by any aggrieved party to the Board of Commissioners. All written matter in the case shall be forwarded to the City Clerk, who shall make all records available to the Commission. The appeal shall be in writing and shall contain a clear and concise statement of the issues to be presented to and heard by the Board. The Board shall set a time for hearing the grievance at its earliest convenience and without any undue delay. The decision of the Board shall be final and binding, except for any judicial review which might otherwise be provided for by law.~~

(5) — ~~For any hearing before the Board of Commissioners, any party to the action may request the summoning of witnesses. During all prior proceedings, the party before whom the grievance is pending shall determine what witnesses and what evidence shall be presented. The complainant, however, may be represented during any step in this grievance procedure by the complainant's own self, by an attorney at law, or by the president, vice-president or any steward of any organization recognized as representing the members of the Fire Department. When so designated by the member-complainant, the individual or board hearing the complaint shall recognize the said president, vice-president or steward as a representative of the member. Whenever a hearing is conducted at a time when the complainant or the complainant's representative is on duty, a special leave of absence shall be granted to provide for attendance at the hearing without loss of any pay.~~

(6) — ~~In the calculation of all time limits stated herein, all Saturdays, Sundays and holidays shall be excluded, and the time for filing on the final day shall be not later than 5:00 p.m., current time.~~

Sec. 2-312. Report of neglect of duty.

It shall be the duty of the Chief of the Fire Department to report, in writing, to the Board of Commissioners, any failure, neglect or refusal on the part of any member of the Fire Department to use such member's best endeavor to enforce laws, perform such member's duties and report violations of law to the Chief.

Sec. 2-313. Dismissal, suspension or demotion of members.

(a) Grounds.

(1) In addition to the causes for reprimand, dismissal, suspension and demotion provided for by law, all members of the Fire Department shall be subject to reprimand, demotion, suspension and dismissal for violation of City and/or Department rules and any similar types of misconduct, examples of which include the following: ~~of the following causes:~~

a. Drinking beer, wine, whiskey or any other alcoholic or intoxicating liquor while on duty ~~or while wearing any part of the member's uniform.~~

b. Being intoxicated ~~either on or off~~ duty.

c. Insubordination or disrespect to the City Manager, the Mayor, any member of the Board of Commissioners, or to any superior officer or employee, or refusal or failure to obey or execute any command or order given by a superior officer.

d. — ~~Loitering while on duty or while wearing the member's uniform.~~

e. Conviction in any court of a felony.

f. Attempting to in any way influence any person's vote in any election, or interfering with or obstructing the holding of any election or registration of voters.

g. Allowing as many as three (3) orders of attachment or garnishes against the member's salary or wages for just debts.

h. Cowardice, inefficiency or neglect in the performance of duty, or disobedience of lawful orders of a superior officer.

i. Such mental, physical or educational incapacity or disability as renders the member incapable of properly performing the member's duty.

j. Abandonment of, without just cause, or failure to support the member's family.

k. Any immoral habits, lascivious or improper conduct not herein enumerated which would render the member an unfit or improper person for employment in the Fire Department, or which would in any way tend to bring discredit or criticism to the Fire Department, the City government or any of its employees.

l. The acceptance of any gift or contribution of any kind from any person which may be calculated to place such member of the Fire Department under obligation to the contributor or anyone else. A gift having a fair market value of more than \$200.00, whether in the form of money, service, loan, travel, entertainment, hospitality, or any other form is presumed to be a violation of this section.

m. Entering any disorderly house except in the discharge of duty.

n. Using indecent, profane or obscene language while on duty or while wearing any part of the member's uniform such that member(s) of the public can hear.

o. Impoliteness or rudeness in dealing with the public or in the performance of duty.

p. Slovenliness or untidiness in person or uniform or failure to wear the prescribed uniform while on duty.

q. Being absent from duty without proper permission.

r. Engaging in disputes or quarrels with another employee or member of the Department while either or any of them are on or off duty, or using any indecent, obscene or profane names or language in addressing any officer of the Department or other person.

(2) Any member of the Fire Department who shall, on a hearing, be found guilty of charges for violation of the rules and regulations prescribed in subsection (a)(1) of this section shall be reprimanded, demoted, suspended or dismissed from the service in the discretion of the Board of Commissioners.

(b) Demotion. When a member of the Fire Department is demoted by the Board of Commissioners from one (1) grade or classification to a lower grade or classification, the member shall have the same status as one appointed or promoted to such lower grade. A demoted member shall be advised as to such member's position for future advancement and of the duties for which such member is qualified. The member's position for future promotion shall also be made known to all members within the rank to which such member has been demoted.

(c) Suspension. A suspended member of the Fire Department shall receive no pay during the time of suspension unless the member is acquitted of the charges against such member, and if so acquitted the member may be allowed pay for the time so suspended by order of the Board of Commissioners.

Sec. 2-314. Firefighter recruitment and selection standards.

The Firefighter Candidate Recruitment Qualifications and Selection Procedure Manual, ~~a copy of which is on file with the City Clerk~~ fire department standard operating procedure SOG 208, shall be a part of this Code to the same effect as if set out in full herein.

Sec. 2-315. Firefighter training and qualifications; appointee probationary period.

(a) EMT certification. Any person employed on a permanent basis as a firefighter in the Paducah Fire Department shall, within a period of twenty-four (24) months, complete the required course and become certified as an Emergency Medical Technician (EMT) through the Commonwealth Department of Human Resources. Further, all firefighters so employed shall keep their EMT certification current at all times and participate in continuing EMT education and training programs. Failure to maintain EMT certification, with absence of good cause, shall be grounds for discipline or dismissal pursuant to KRS 95.450 .

(b) Qualifications for employment. No person shall be employed as an appointee for employment as a firefighter in the Fire Department who does not possess the following qualifications and comply with the following requirements:

(1) They must be able to read, write and understand the English language and must be a high school graduate or hold a certificate of high school equivalence issued on the basis of a successful completion of the General Educational Development Test administered and approved under the supervision of the United States Armed Forces Institute, or a recognized institute of higher learning, or the state.

(2) They must be at least ~~nineteen~~ eighteen (1918) years of age.

(3) They must be a person of sobriety and integrity who at all times has been an orderly law-abiding citizen.

(4) They must be able to identify the colors of red, green and yellow.

(5) They must have standard visual acuity, without correction, not less than 20/40 in one eye, and 20/100 in the other eye; and, with correction, not less than 20/20 in one eye, and 20/40 in the other eye.

(6) They must have a valid driver's license. The firefighter candidate recruit qualifications and selection procedure manual, a copy of which is on file with the City Clerk, shall be a part of this Code to the same effect as if set out in full herein.

(7) They must have US citizenship.

(8) They must be able to work full-time.

(9) They must have a valid Candidate Physical Agility Test (CPAT) card current through the expected hire date.

(10) They must submit to a criminal background check.

(c) Probationary period.

(1) All appointments to the Fire Department shall be for a probationary period of one (1) year from the completion of the initial training period of thirteen (13) weeks to thirty-two (32) weeks (based on a forty (40) hour work week). The initial training period shall not exceed thirty-two (32) weeks. During this time appointees shall be paid the hourly wage as established by ordinance at the same time other regular firefighter wages are paid. Upon completion of the initial training period the Fire Chief shall assign the appointee to a regular platoon, working twenty-four (24) hours on duty and forty-eight (48) hours off duty and paid the hourly wage by ordinance at the same time other regular firefighter wages are paid. Until the probationary period has elapsed, the appointment shall be conditional. At any time during this probationary period, the appointee may be summarily removed by the Board of Commissioners of the City. During this probationary period the appointee shall not be entitled to the grievance procedure of KRS 95.450 . At such time the appointee may have successfully completed the probationary period they shall become a member of the Fire Department and entitled to the procedures of KRS 95.450 .

(2) Until the one (1) year probationary period has elapsed, the appointment shall be conditional. As such, the appointee shall not be entitled to the discipline procedures of KRS 95.450 . At any time during the appointee's probationary period, the appointee may be summarily removed by the Board of Commissioners of the City.

(d) Additional training. After the completion of the above requirements, each member shall engage in all training needed to meet State requirements.

(e) Supervision of training program. The training program provided for in subsections (c)(1) and (2), and (d) of this section shall be under the direction and supervision of the Chief of the Fire Department, subject to any rules and regulations adopted by the Board of Commissioners and the Kentucky Fire Commission, and each person employed as an appointee for employment as a firefighter shall participate therein and shall perform such duties as may be assigned to the person by such Chief.

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

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

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

George Bray, Mayor

ATTEST:

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

KKHB

Ord\2-Fire Department 2024 Amendment

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2024

Short Title: Amend Chapter 46 of the Code of Ordinance related to Addressing - **S. KYLE**

Category: Municipal Order

Staff Work By: Steve Kyle, Eric Stuber, Greg Guebert,
Anthony Copeland

Presentation By: Steve Kyle

Background Information: There is currently an ordinance on the books that determines how the City identifies and assigns and addresses. However, the address has no penalty section for the City to force an owner to use the address that was assigned. This change is being recommended to give authority to the ordinance to require an owner to use the address that is assigned. These changes are made to meet the requirements of our annual audit that 911 Communications goes through to verify all of their data and receive funding.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Accept the recommended changes to the ordinance.

Attachments:

1. 46-addressing amendment

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING CHAPTER 46
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, the health and safety of the citizens of the City of Paducah is dependent upon enforcement of minimum fire, housing and sanitation standards and the only effective means of enforcing such codes is by consistent enforcement and routine systemized inspections of all physical structures; and

WHEREAS, the City of Paducah enacted Ordinance No. 2019-4-8568 to create standard addressing for properties and buildings in the City of Paducah; and

WHEREAS, the City now desires to amend said ordinance to require property owners to comply with addressing assignment changes and to create a penalty section.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION A. That the City of Paducah, Kentucky, hereby amends Chapter 46 of the Paducah Code of Ordinances by amending the following sections:

Sec. 46-13. Address revisions.

- (a) Whenever, in the opinion of the Fire Prevention Division, it shall become necessary or advisable to readdress any or all parcels and buildings, the Fire Prevention Division shall designate the address for all such properties and buildings; and notify the owners and/or occupants. **Following notice from the Fire Prevention Division that a parcel has a revised address, it shall be the owners and/or occupants' duty to change or update address displays or building markers consistent with revised address for the parcel or building. Failure to comply shall result in penalties set forth in 46-14(c).**
- (b) The Fire Prevention Division will assign revised addresses as required for parcels and buildings. Any changes or modifications to parcels and/or buildings will require a submittal documenting such changes so that the Fire Prevention Division can give notice of such change, update or modification to all affected parties. Engineering Public Works Department will assign building and property revised addresses related to subdivisions, waiver of subdivisions and commercial developments as those related plats originate in the Planning Department with Engineering Public Works oversight.
- (c) Any property owner requesting a change or modification to a parcel or building address shall be responsible for the payment of all costs incurred as a result of the change or modification. All such requests shall be submitted in writing to the Fire Prevention Division and shall be reviewed and subject to the approval by the Fire Prevention Division.
- (d) A request for an address change is subject to a fee of \$100.00.

Sec. 46-14. Maintenance of address display; defacement; noncompliance, penalties.

- (a) The Fire Prevention Division is authorized to require the owner of any business or residential parcel or building within the City to replace or repair a damaged or missing address display or identifier at the expense of the owners thereof. Fire Prevention Division may issue notices of violations to enforce sections 46-10 through ~~46-14~~ **46-12** and such violations may be enforced as civil offenses pursuant to the procedure set forth in subsection (c) herein~~in section 46-4~~.
- (b) Violations. The following shall constitute violations:
 - (1) The failure of any owner of a business or residential structure to affix an address or property identifier, or any part thereof, upon a structure or other device, within thirty (30) business days of notification by the Fire Prevention Division;
 - (2) **The failure of any owner of a business or residential structure to change or update an address or property identifier, or any part thereof, upon a structure or other device, within thirty (30) days of notification of an address revision by the Fire Prevention Division.**
 - (23) Defacing, moving, or removing by any person, any address or property identifier, or any part thereof, in such a way to cause the address not to be clearly visible and identifiable at all times during daylight hours, including, but not limited to, obstruction preventing visibility;
 - (34) Naming a private access easement without the prior approval of the Fire Prevention Division; or
 - (45) Placing or causing to be placed any sign bearing an identifier not approved by the Fire Prevention Division, upon any private access easement.

(c) Enforcement and Penalties.

(1) *Warning.* If after thirty (30) days following notice of an address revision by the Fire Prevention Division, the property still remains marked with an inaccurate address, a written warning shall be issued to the property owner and such warning shall be posted to the property. If the property remains marked with an inaccurate address, forty (40) days following notification of an address revision, the penalty set forth in subsection (2) herein shall apply.

(2) *Penalty.* Any person in violation as set forth in Sec. 46-14(b) is subject to the penalty of Sec. 1-19 of the Code of Ordinances. Each day's violation shall constitute a separate and distinct offense.

(3) *Enforcement.* Violations shall be enforced through the Code Enforcement Board pursuant to Sec. 42-40 of this Code.

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsey 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

4883-1139-8870

Ord\46-addressing amendment

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2024

Short Title: Amend Chapter 78 "Personnel" of the Code of Ordinances - **S. WILCOX**

Category: Ordinance

Staff Work By: Stefanie Wilcox
Presentation By: Stefanie
Wilcox

Background Information: Amend Chapter 78, Personnel, Article, II, Benefits and Leave adding Veterans Day – November 11th as a City-recognized holiday in appreciation for those who have served, and to assist in recruitment and retention of staff.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Amend the ordinance to add Veterans Day beginning in 2025.

Attachments:

1. ORDINANCE AMENDING PERSONNEL ORDINANCE 11 12 2024

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, Article II subsection (a) of the Paducah Code of Ordinances as it currently reads adding Veteran's Day – November 11th as a City-recognized holiday;

WHEREAS, the Board of Commissioners deems it in the best interest of the City to amend Chapter 78, Article II to increase the number of City-recognized Holidays for employees and in appreciation for those who have served, and to assist in recruitment and retention of staff;

**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) Veteran's Day (November 11);
- ~~(8)~~(9) Thanksgiving Day;
- ~~(9)~~(10) The day immediately following Thanksgiving Day;
- ~~(10)~~(11) Christmas Eve (December 24);
- ~~(11)~~(12) Christmas Day (December 25);

~~(12)~~(13) 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.

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

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