



**CITY COMMISSION MEETING  
AGENDA FOR MAY 13, 2025  
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**

**PROCLAMATION** National Police Week - B. LAIRD

**PROCLAMATION** National Maritime Day - Julie Harris, Propeller Club of Paducah

**PRESENTATION** Dogwood Trail Awards - Staci Drake, Civic Beautification Board

**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.*

|  |           |                                                                                                                                                  |
|--|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>I.</b> | <b><u>CONSENT AGENDA</u></b>                                                                                                                     |
|  | A.        | Approve Minutes for the April 21, 2025, Board of Commissioners Meeting                                                                           |
|  | B.        | Receive & File Documents                                                                                                                         |
|  | C.        | Reappointment of J. P. Kelly and Joint Reappointment of Charles Leon Owen to the Paducah-McCracken County Industrial Development Authority (IDA) |
|  | D.        | Personnel Actions                                                                                                                                |
|  | E.        | Authorize the Mayor to execute a contract with AT&T in the amount of \$180,000 for Vesta 911 phone upgrade - <b>A. KITTY</b>                     |
|  | F.        | Authorize the Mayor to approve a contract with Xybix in the amount of \$40,170.18 for two dispatch consoles - <b>A. KITTY</b>                    |
|  | G.        | Authorize the City Manager to release a Request for Proposals for a Cable Franchise - <b>M. SMOLEN</b>                                           |

|  |             |                                           |                                                                                                                                                                                            |
|--|-------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |             | H.                                        | Authorize the Application and Acceptance of a Body Armor Grant through the KY Office of the Attorney General in the amount of \$245,322 - <b>B. LAIRD</b>                                  |
|  |             | I.                                        | Authorize a Contract with Vestis Services, LLC for uniform services for use by the Public Works Department, Engineering Department, and Parks Department - <b>C. YARBER</b>                |
|  |             | J.                                        | Purchase radios for use by the fire department and 911 for use on the new radio system in an amount of \$255,025.98 - <b>D. DENTON</b>                                                     |
|  |             | K.                                        | Approve the Seaman's Church Institute Sublease with Reliant Maritime Solutions, LLC. - <b>D. JORDAN</b>                                                                                    |
|  |             | L.                                        | Acceptance of 2025 Kentucky Waste Tire Crumb Rubber/Tire-Derived Products Grant from The Kentucky Division of Waste Management in the amount of \$31,600 - <b>A. CLARK</b>                 |
|  | <b>II.</b>  | <b><u>MUNICIPAL ORDER(S)</u></b>          |                                                                                                                                                                                            |
|  |             | A.                                        | Authorize the City to Release the Application for the Paul Bruhn Grant Subawards - <b>H. REASONS &amp; P. STROUP</b>                                                                       |
|  |             | B.                                        | Approve 90% design and authorize PFGW to proceed with construction documents for the Entry Plaza for the Paducah Sports Park - <b>J. CANTER &amp; A. CLARK</b>                             |
|  | <b>III.</b> | <b><u>ORDINANCE(S) - ADOPTION</u></b>     |                                                                                                                                                                                            |
|  |             | A.                                        | Adopt an Ordinance Creating a Training Incentive Program for City Officials - <b>M. SMOLEN &amp; L. PARISH</b>                                                                             |
|  |             | B.                                        | Amend Chapter 118 Vegetation of the Code of Ordinances - <b>A. CLARK &amp; L. PARISH</b>                                                                                                   |
|  | <b>IV.</b>  | <b><u>ORDINANCE(S) - INTRODUCTION</u></b> |                                                                                                                                                                                            |
|  |             | A.                                        | Contract for Professional Services with HDR, Inc. for a Not-to-Exceed cost of \$185,000.00 for Alternatives Analysis for USACE Reevaluation of Permit #LRL-2008-1267-A - <b>G. GUEBERT</b> |
|  |             | B.                                        | Repeal Chapter 2 Division 15 of the Code of Ordinances related to Main Street - <b>C. GAULT</b>                                                                                            |
|  | <b>V.</b>   | <b><u>DISCUSSION</u></b>                  |                                                                                                                                                                                            |
|  |             | A.                                        | Southside Update - <b>C. GAULT</b>                                                                                                                                                         |
|  |             | B.                                        | CDBG Entitlement Discussion - <b>H. REASONS</b>                                                                                                                                            |
|  | <b>VI.</b>  | <b><u>COMMENTS</u></b>                    |                                                                                                                                                                                            |

|  |      |                          |                                          |
|--|------|--------------------------|------------------------------------------|
|  |      | A.                       | Comments from the City Manager           |
|  |      | B.                       | Comments from the Board of Commissioners |
|  | VII. | <u>EXECUTIVE SESSION</u> |                                          |

April 21, 2025

At a Special Called Meeting of the Paducah Board of Commissioners held on Monday, April 21, 2025, 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 City Clerk, Lindsay Parish, the following answered to their names: Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5).

### **INVOCATION**

Commissioner Wilson led the Invocation.

### **PLEDGE OF ALLEGIANCE**

The Mayor led the pledge.

### **NEW EMPLOYEE INTRODUCTIONS**

- Parks and Recreation Director Amie Clark introduced Gregory Shelton, Assistant Director of Parks
- City Clerk/Customer Experience Director Lindsay Parish introduced Laura Cowles, Development Liaison

### **PROCLAMATIONS**

- Mayor Bray presented a Proclamation to Ashley Walters, Behavioral Health Operations Manager at Mercy Health proclaiming May “Mental Health Month”.
- Mayor Bray presented a Proclamation to Sarah House proclaiming May “National Tennis Month.”

### **PUBLIC COMMENTS**

Cheryl Glore Goodwin made comments about the need for improvements and permanent bathroom facilities at Robert Coleman Park.

### **CONSENT AGENDA**

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

|      |                                                                                                                                                                                                                                           |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I(A) | Approve Minutes for the April 8, 2025, Board of Commissioners meeting.                                                                                                                                                                    |
| I(B) | Receive and File Documents:<br><i>Minute File:</i> <ol style="list-style-type: none"><li>1. Determination of Noncompetitive Negotiation – Emergency Procurement – April 4, 2025, HESCO bastions due to river elevation forecast</li></ol> |



April 21, 2025

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | <ol style="list-style-type: none"><li>2. Determination of Noncompetitive Negotiation – Emergency Procurement – April 4, 2025, temporary pumps</li><li>3. Declaration of a Local State of Emergency – April 4, 2025 – flooding issues</li><li>4. Letter dated April 8, 2025 from Cabinet For Economic Development – Minimum Capital Investment and Activation – Tax Increment Financing (TIF)</li><li>5. Certificate of Liability Insurance – Digital Insurance LLC – Communications International, Inc.</li></ol> <p><u>Contract File:</u></p> <ol style="list-style-type: none"><li>1. Addendum to Development Agreement – C.I.R.CO Condominiums Association – MO #3032</li></ol> <p><u>Financials:</u></p> <ol style="list-style-type: none"><li>1. Sprocket – March 26, 2025</li></ol> |
| I(C) | Personnel Actions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| I(D) | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TEMPSPLUS, INC., FOR TEMPORARY, SEASONAL AND TEMP-TO-HIRE EMPLOYEES <b>(MO #3033; BK 14)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| I(E) | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TESCO SOLUTIONS TO REWIRE DATA CABLING IN CITY HALL <b>(MO #3034; BK 14)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| I(F) | A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR THE REPAIR AND REPLACEMENT OF EXISTING LIGHT POLES AND LIGHTING IN DOLLY MCNUTT PLAZA <b>(MO #3035; BK 14)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| I(G) | A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES IN CITY PARKS FACILITIES <b>(MO #3036; BK 14)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| I(H) | A MUNICIPAL ORDER AUTHORIZING PAYMENT TO ACKLEY DEFENSE, INC., FOR 220 UNITS OF HESCO BASTIONS IN THE AMOUNT OF \$123,450, TO PROTECT THE JULIAN CARROLL CONVENTION AND EXPO CENTER DURING THE 2025 FLOOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| I(I) | A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR RECRUITMENT SERVICES FOR THE HOTEL METROPOLITAN EXECUTIVE DIRECTOR POSITION <b>(MO #3037; BK 14)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

April 21, 2025

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

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

### **ORDINANCE ADOPTION**

AMEND FY25 CITY BUDGET TO INCREASE REVENUES AND EXPENDITURES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND BY \$200,000

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled: AN ORDINANCE AMENDING ORDINANCE NO. 2024-06-8815, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025, as adopted by Ordinance No. 2024-06-8815, be amended by the following re-appropriations:

- Increase revenues and expenditures for the CDBG Fund by \$200,000

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(ORD No. 2025-04-8842; BK 37)**

### **ORDINANCE INTRODUCTIONS**

#### **ORDINANCE CREATING A TRAINING INCENTIVE PROGRAM FOR CITY OFFICIALS**

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE ADOPTING AN INCENTIVE PROGRAM FOR CITY OFFICIALS TO OBTAIN TRAINING RELATED TO CITY GOVERNMENT.” This Ordinance is summarized as follows: This ordinance establishes a training incentive program for elected officials of the City of Paducah, in accordance with KRS 64.5278. Under the program, officials are required to complete 15 hours of approved training annually. Up to 10 unused training hours may be carried over to the following year. Elected officials who fulfill the annual training requirement will receive a \$500 incentive for each year of completion. These payments may accumulate annually, up to a maximum of \$2,000. Additionally, the Ordinance designates the Kentucky League of Cities as the administrator of the program.

April 21, 2025

## **AMEND CHAPTER 118 – “VEGETATION” – OF THE CODE OF ORDINANCES**

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners introduce an Ordinance entitled, ““AN ORDINANCE AMENDING CHAPTER 118 ‘VEGETATION’ OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.”

This Ordinance is summarized as follows: This Ordinance amends Chapter 118 “Vegetation” of the Code of Ordinances of the City of Paducah to modify the role of the appointee to assist with developing a tree planting and replacement plan for City owned lots & rights-of-way, and serve as the official staff support for the Tree Advisory Board. The amendment reduces the number of members on the Tree Advisory Board from nine (9) to five (5) members by removing the Parks Director, City Engineer, Planning Director, and Public Works Director as members of the board. The board is required to provide an annual report on its activities and goals to the City Commission. This amendment creates a tree voucher program for the purpose of enhancing the City’s tree canopy. The amendment delegates authority to the Fire Prevention Division to cite and abate vegetation on private property that projects onto public ground through Chapter 42 of the Code of Ordinances.

## **DISCUSSIONS**

Communications Manager Pam Spencer offered the following summaries:

### **Budget Discussion – Timeline**

As the Fiscal Year 2026 budget is being developed for implementation on July 1, budget topics are being discussed at various Commission Meetings. Topics discussed at previous meetings include the investment fund and personnel. At this meeting, Finance Director Jonathan Perkins provided an update on the budget timeline. Perkins stated that the budget process starts each year in January and ends in July when the budget book is posted on the City’s website.

A few of the monthly highlights to complete the process are listed below:

- January – develop the budget calendar with target dates; costs estimates are developed for health and liability insurance; and the fleet acquisition plan is developed.
- February – grant-in-aid process is launched; revenue projections are started; Board of Commissioners sets priorities; and personnel population count is verified with departments.
- March – completion of revenue projections; departments begin their individual budget entries; 911 board submits budget; and grant-in-aid process closes.
- April – department budget meetings with finance departments; department budget meetings with City Manager; and one-on-one budget meetings with Board of Commissioners.
- May – budget adjustments resulting from meetings; multi-year project projections completed; draft budget ordinance created; and first reading of budget ordinance.
- June and July – adoption of budget ordinance and posting of final budget book to website.

April 21, 2025

### **Activating the Paducah Tax Increment Financing District**

Finance Director Jonathan Perkins celebrated with the Paducah Board of Commissioners the fact that Paducah has reached the capital investment threshold necessary to activate the State's portion of the tax increment financing district (TIF) for downtown Paducah. The TIF agreement, as authorized under KRS 154.30, is between the City and the Kentucky Economic Development Finance Authority (KEDFA). The goal of Paducah's TIF is to revitalize the downtown area by capturing state dollars and reinvesting local dollars.

Regarding the activation of the State's portion of the TIF district Mayor Bray said, "Downtown Paducah is one of the crown jewels of Paducah, and it keeps on growing. It's a healthy sign that we have a really strong downtown, and we will have more money to invest in public infrastructure going forward as the years go by."

As part of the agreement to fully activate the TIF so that Paducah would receive distributions from the State, a milestone of reaching \$20 million of capital investment (public and private investment) was set. Since the City met the milestone before the March 2025 deadline, the TIF is now activated and the State will begin making payments to the City.

In 2019, the City established the TIF district footprint in downtown Paducah and received preliminary approval from KEDFA. The district incorporates approximately 315 acres of downtown Paducah and the riverfront. Also, in 2019, a baseline of state revenue generated in the district was calculated at \$575,117 which includes property, sales, and withholding taxes. Now that the TIF is activated, beginning this year and every year following for 20 years, a new state revenue number will be established, and each year, half of the difference between the State's new revenues and the baseline revenues (adjusted with the consumer price index) will be available to be distributed to the City. This "increment" will be used to improve the district.

The maximum amount that the State would pay to the City of Paducah over the life of the 20-year agreement is \$21 million.

### **REMARKS:**

**Mayor Bray:** The river is receding and the floodgates are coming down around the Convention Center. This will help with the flow of traffic for the Quilt Show.

**City Manager:** There will be a lot of cleanup around the riverfront after the water level goes down. Safety precautions will need to be put into place for cleanup.

**Commissioner Thomas:** Invited the public to come to City Hall to see the Art (Quilts) on display.

**Commissioner Wilson:** There will be a lot of visitors in town for Quilt Week.

### **EXECUTIVE SESSION**

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

April 21, 2025

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

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

### **RECONVENE**

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

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

### **ADJOURN**

Commissioner Henderson offered Motion, seconded by Commissioner Thomas, that the meeting be adjourned.

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

**TIME ADJOURNED:** 7:07 p.m.

**ADOPTED:** May 13, 2025.

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George Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

May 13, 2025

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. City of Paducah/McCracken County Joint Comprehensive Plan (digital copy can be found in LaserFiche) – ORD 2025-01-8835
2. Letter from Collins & Company Re: Defense of Counterclaim - Rains Group v. City of Paducah

Deed File:

1. Deed in Lieu of Foreclosure – KBD Rentals – City of Paducah – 854 Main Street – MO #2997
2. Deed of Conveyance – City of Paducah to Paducah Alliance of Neighbors – 1131 Tennessee Street – MO #3014
3. Quitclaim Deed – Street Closure – North Third Street – ORD 2025-03-8836

Contract File:

1. Contract For Services with Avanti Restaurant Solutions – Food Service Equipment - Paducah Sports Park - MO #3007
2. Contract with Peck, Flannery, Gream Warrant (PFGW) for Paducah Sports Park Design Package – MO #3023
3. Contract Agreement with TESCO Solutions – MO #3034

Bids and Proposals File:

1. Rewiring of data cabling in City Hall
  - a. TESCO Solutions \* Bid Awarded – MO #3034
  - b. Total Tech Solutions

CITY OF PADUCAH  
May 13, 2025

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

  
\_\_\_\_\_  
City Manager's Office Signature

  
\_\_\_\_\_  
Date

CITY OF PADUCAH  
PERSONNEL ACTIONS  
May 13, 2025

**NEW HIRES - FULL-TIME (F/T)**

| <b>E911</b>         | <b>POSITION</b>          | <b>RATE</b> | <b>NCS/CS</b> | <b>FLSA</b> | <b>EFFECTIVE DATE</b> |
|---------------------|--------------------------|-------------|---------------|-------------|-----------------------|
| Mitchell, Amiya N.  | Telecommunicator         | \$19.86/hr  | NCS           | Non-Ex      | May 1, 2025           |
| <b>PUBLIC WORKS</b> |                          |             |               |             |                       |
| Thomas Jr., Timothy | Fleet Mechanic II        | \$22.24/hr  | NCS           | Non-Ex      | May 1, 2025           |
| Goode, Darrell      | Solid Waste Truck Driver | \$19.30/hr  | NCS           | Non-Ex      | May 1, 2025           |

**NEW HIRES - PART-TIME (P/T)**

| <b>PARKS AND RECREATION</b> | <b>POSITION</b>             | <b>RATE</b>  | <b>NCS/CS</b> | <b>FLSA</b> | <b>EFFECTIVE DATE</b> |
|-----------------------------|-----------------------------|--------------|---------------|-------------|-----------------------|
| Burns, Haley R.             | Lifeguard                   | \$12.50/hr   | NCS           | Non-Ex      | May 15, 2025          |
| Durfee, Theo H.             | Lifeguard                   | \$12.50/hour | NCS           | Non-Ex      | May 15, 2025          |
| Edwards, Olivia R.          | Lifeguard                   | \$12.50/hour | NCS           | Non-Ex      | May 27, 2025          |
| Hack, Kylee J.              | Pool Attendant              | \$11.50/hour | NCS           | Non-Ex      | May 15, 2025          |
| Hunter, Caleb               | Pool Attendant              | \$11.50/hour | NCS           | Non-Ex      | April 17, 2025        |
| Klope, Jackson W.           | Lifeguard                   | \$12.50/hour | NCS           | Non-Ex      | May 15, 2025          |
| Wade, Kate E.               | Rec Leader - Camp Counselor | \$12.50/hour | NCS           | Non-Ex      | May 22, 2025          |
| Walker, Karleigh G.         | Recreation Leader           | \$12.50/hour | NCS           | Non-Ex      | May 22, 2025          |
| Wallace, Ashton             | Lifeguard                   | \$12.50/hour | NCS           | Non-Ex      | May 15, 2025          |

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

| <b>PARKS AND RECREATION</b> | <b>PREVIOUS POSITION<br/>AND BASE RATE OF PAY</b> | <b>CURRENT POSITION<br/>AND BASE RATE OF PAY</b> | <b>NCS/CS</b> | <b>FLSA</b> | <b>EFFECTIVE DATE</b> |
|-----------------------------|---------------------------------------------------|--------------------------------------------------|---------------|-------------|-----------------------|
| Arnett, Frankie             | Lifeguard<br>\$12.00/hr                           | Pool Attendant<br>\$12.00/hr                     | NCS           | Non-Ex      | May 15, 2025          |
| Beard, Justice T.           | Lifeguard<br>\$12.00/hr                           | Lifeguard<br>\$13.00/hr                          | NCS           | Non-Ex      | May 15, 2025          |
| Board, Jada                 | Lifeguard<br>\$12.00/hr                           | Lifeguard<br>\$13.00/hr                          | NCS           | Non-Ex      | May 15, 2025          |
| Champion, Jacquelyn B.      | Lifeguard<br>\$12.00/hr                           | Lifeguard<br>\$13.00/hr                          | NCS           | Non-Ex      | May 15, 2025          |
| Clark, Mason L.             | Lifeguard<br>\$12.00/hr                           | Lifeguard<br>\$13.00/hr                          | NCS           | Non-Ex      | May 15, 2025          |
| Davidson, Kimberly          | Summer Camp Coordinator<br>\$14.00/hr             | Summer Camp Coordinator<br>\$15.00/hr            | NCS           | Non-Ex      | May 15, 2025          |
| DiNovo, Hunter              | Lifeguard<br>\$12.00/hr                           | Lifeguard<br>\$13.00/hr                          | NCS           | Non-Ex      | May 15, 2025          |
| Ellis, Kenzie G.            | Lifeguard<br>\$12.00/hr                           | Lifeguard<br>\$13.00/hr                          | NCS           | Non-Ex      | May 15, 2025          |
| Gardner, Joanna G.          | Lifeguard<br>\$12.00/hr                           | Lifeguard<br>\$13.00/hr                          | NCS           | Non-Ex      | May 15, 2025          |
| Greer, Hailey V.            | Recreation Leader<br>\$12.00/hr                   | Recreation Leader<br>\$13.00/hr                  | NCS           | Non-Ex      | May 15, 2025          |
| Grogan, Jeremiah P.         | Head Lifeguard<br>\$12.50/hr                      | Assistant Pool Manager<br>\$14.00/hr             | NCS           | Non-Ex      | May 15, 2025          |
| Grogan, Owen                | Lifeguard<br>\$12.00/hr                           | Lifeguard<br>\$13.00/hr                          | NCS           | Non-Ex      | May 15, 2025          |
| Hayes, Madison G.           | Lifeguard<br>\$12.00/hr                           | Lifeguard<br>\$13.00/hr                          | NCS           | Non-Ex      | May 15, 2025          |
| Hooks, Allison              | Summer Camp Coordinator<br>\$14.00/hr             | Summer Camp Coordinator<br>\$15.00/hr            | NCS           | Non-Ex      | May 15, 2025          |
| Hunter, Alaya               | Rec Leader - Camp Counselor<br>\$12.00/hr         | Rec Leader - Camp Counselor<br>\$13.00/hr        | NCS           | Non-Ex      | May 15, 2025          |
| Hunter, Ayden J.            | Pool Attendant<br>\$11.00/hr                      | Pool Attendant<br>\$12.00/hr                     | NCS           | Non-Ex      | May 15, 2025          |
| Jones, Kennedy              | Pool Attendant<br>\$11.00/hr                      | Pool Attendant<br>\$12.00/hr                     | NCS           | Non-Ex      | May 15, 2025          |
| Joyce, Caleb                | Lifeguard<br>\$12.00/hr                           | Head Lifeguard<br>\$13.50/hr                     | NCS           | Non-Ex      | May 15, 2025          |
| Kale, Benjamin M.           | Lifeguard                                         | Lifeguard                                        | NCS           | Non-Ex      | May 15, 2025          |



|                        |                                           |                                           |     |        |              |
|------------------------|-------------------------------------------|-------------------------------------------|-----|--------|--------------|
| Kolb, Blane            | \$12.00/hr<br>Lifeguard                   | \$13.00/hr<br>Lifeguard                   | NCS | Non-Ex | May 15, 2025 |
| Mai, Ayden K.          | \$12.00/hr<br>Rec Leader - Camp Counselor | \$13.00/hr<br>Rec Leader - Camp Counselor | NCS | Non-Ex | May 15, 2025 |
| McClellan, Kaytlynn R. | \$12.00/hr<br>Rec Leader - Camp Counselor | \$13.00/hr<br>Rec Leader - Camp Counselor | NCS | Non-Ex | May 15, 2025 |
| Miller, Jennifer       | \$12.00/hr<br>Summer Camp Coordinator     | \$13.00/hr<br>Summer Camp Coordinator     | NCS | Non-Ex | May 15, 2025 |
| Peck, Madeline         | \$14.00/hr<br>Summer Camp Counselor       | \$15.00/hr<br>Summer Camp Coordinator     | NCS | Non-Ex | May 15, 2025 |
| Reed, Jayla            | \$12.00/hr<br>Pool Attendant              | \$15.00/hr<br>Pool Attendant              | NCS | Non-Ex | May 15, 2025 |
| Seay, Lessa            | \$11.00/hr<br>Summer Camp Coordinator     | \$12.00/hr<br>Summer Camp Coordinator     | NCS | Non-Ex | May 15, 2025 |
| Snyder, Landon         | \$14.00/hr<br>Rec Leader - Camp Counselor | \$15.00/hr<br>Rec Leader - Camp Counselor | NCS | Non-Ex | May 15, 2025 |
| Stubblefield, Alexa M. | \$12.00/hr<br>Rec Leader - Camp Counselor | \$13.00/hr<br>Rec Leader - Camp Counselor | NCS | Non-Ex | May 15, 2025 |
| Swenson, Iam           | \$12.00/hr<br>Pool Attendant              | \$13.00/hr<br>Rec Leader - Camp Counselor | NCS | Non-Ex | May 15, 2025 |
| Talbert, Alyssa R.     | \$11.00/hr<br>Summer Camp Coordinator     | \$13.00/hr<br>Summer Camp Coordinator     | NCS | Non-Ex | May 15, 2025 |
| Thompson, Savana N.    | \$14.00/hr<br>Assistant Pool Manager      | \$15.00/hr<br>Pool Manager                | NCS | Non-Ex | May 15, 2025 |
| Tirey, Lydia B.        | \$13.00/hr<br>Lifeguard                   | \$15.00/hr<br>Lifeguard                   | NCS | Non-Ex | May 15, 2025 |
| Travis, Gabrielle      | \$12.00/hr<br>Pool Attendant              | \$13.00/hr<br>Rec Leader - Camp Counselor | NCS | Non-Ex | May 15, 2025 |
| Turner, Corterrion     | \$11.00/hr<br>Pool Attendant              | \$13.00/hr<br>Pool Attendant              | NCS | Non-Ex | May 15, 2025 |
| Wring, Emma            | \$11.00/hr<br>Lifeguard                   | \$12.00/hr<br>Pool Attendant              | NCS | Non-Ex | May 15, 2025 |
|                        | \$12.00/hr                                | \$12.00/hr                                |     |        |              |

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

**PARKS AND RECREATION**

|                   | <b><u>PREVIOUS POSITION<br/>AND BASE RATE OF PAY</u></b> | <b><u>CURRENT POSITION<br/>AND BASE RATE OF PAY</u></b> | <b><u>NCS/CS</u></b> | <b><u>FLSA</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|-------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------|--------------------|------------------------------|
| Morsching, Taylor | Assistant Director of Recreation<br>\$42.09/hr           | Assistant Director of Recreation<br>\$42.93/hr          | NCS                  | Ex                 | May 1, 2025                  |
| Wurth, Mary E.    | Senior Administrative Assistant<br>\$28.82/hr            | Senior Administrative Assistant<br>\$29.68/hr           | NCS                  | Non-Ex             | March 20, 2025               |

**POLICE**

|                   |                       |                       |     |    |             |
|-------------------|-----------------------|-----------------------|-----|----|-------------|
| Murphy, Jordan T. | Captain<br>\$43.64/hr | Captain<br>\$44.95/hr | NCS | Ex | May 1, 2025 |
|-------------------|-----------------------|-----------------------|-----|----|-------------|

**TECHNOLOGY**

|                   |                                     |                                     |     |    |                   |
|-------------------|-------------------------------------|-------------------------------------|-----|----|-------------------|
| Wells, Kaitlyn R. | Systems Administrator<br>\$29.91/hr | Systems Administrator<br>\$30.81/hr | NCS | Ex | February 20, 2025 |
|-------------------|-------------------------------------|-------------------------------------|-----|----|-------------------|

**TERMINATIONS - PART-TIME (PT)**

|                     | <b><u>POSITION</u></b> | <b><u>REASON</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|---------------------|------------------------|----------------------|------------------------------|
| Cope, Mark K.       | Temp Pump Operator     | Temporary Position   | April 21, 2025               |
| Mullen, Leonard E.  | Temp Pump Operator     | Temporary Position   | April 21, 2025               |
| Nowakowski, Paul J. | Temp Pump Operator     | Temporary Position   | April 21, 2025               |
| Little, Donnie G.   | Temp Pump Operator     | Temporary Position   | April 21, 2025               |
| Vaughn, Robert F.   | Temp Pump Operator     | Temporary Position   | April 21, 2025               |
| Tomczak, Brian A.   | Temp Pump Operator     | Temporary Position   | April 21, 2025               |

**TERMINATIONS - FULL-TIME (FT)**

|                 | <b><u>POSITION</u></b> | <b><u>REASON</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|-----------------|------------------------|----------------------|------------------------------|
| Bell, Conner M. | ROW Maintenance        | Resignation          | April 25, 2025               |



# Agenda Action Form

## Paducah City Commission

Meeting Date: May 13, 2025

Short Title: Authorize the Mayor to execute a contract with AT&T in the amount of \$180,000 for Vesta 911 phone upgrade - **A. KITTY**

Category: Municipal Order

Staff Work By: Ariana Kitty, Patrick Bugg, Anthony Copeland, Eric Stuber, Brian Laird  
Presentation By: Ariana Kitty

### Background Information:

The AT&T Vesta system is responsible for routing all 911 calls from the community into the 911 center. When a 911 call is placed, it is directed through a selective routing infrastructure and central office components that appropriately route 911 calls to The Paducah Police Department 911 Communications Services Division. From there, the call travels through designated trunk lines and is processed through the computerized Vesta call-handling solution.

Currently, the five Vesta phone solutions at PCSD are running on out-of-date software and hardware systems. The Vesta system follows a five-year upgrade lifecycle, which was planned for with the FY2024/2025 budget cycle. The last upgrade took place during the FY2017/2018 budget year. PCSD requires the addition of two AT&T Vesta systems to support the expansion of two fully functional dispatch console positions.

### Project information:

- AT&T's Commonwealth of Kentucky "Kentucky Information Highway 3 (KIH3) The Next Generation Network" contract number is MA-758-1300000727, which expires 6/30/2028
- The participation agreement with AT&T is for five years
- Five existing Vesta call-taking position upgrades (hardware and software): \$110,000
- Five existing Vesta recurring monthly cost: \$2,779.73 (no change in what is currently paid with existing system)
- Two additional Vesta call-taking positions to outfit new dispatch console furniture: \$70,000
- Two additional Vesta recurring monthly cost: \$680.00 (charge goes into effect when phones are connected)
- Total non-recurring charge for this upgrade project = \$180,000

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

If yes, please list the Commission Priority:

### Communications Plan:

Funds Available: Account Name: 911 Equipment-Communication

Account Number: 542-130

Staff Recommendation: Authorize the Mayor to execute a contract with AT&T in the amount of \$180,000 for Vesta 911 phone upgrade.

**Attachments:**

1. MO contract-AT&T – Vesta 911 phone upgrade
2. Participation\_Agreement\_CONTRACT\_ID\_5137730\_Signed\_

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE FINANE DIRECTOR TO MAKE  
PAYMENT TO AT&T IN THE AMOUNT OF \$180,000 FOR A VESTA 911 PHONE  
UPGRADE

WHEREAS, this purchase shall be made from AT&T's Master Agreement  
with the Commonwealth of Kentucky (contract number is MA-758-1300000727), so  
competitive bidding is not required.

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

SECTION 1. That the Finance Director is hereby authorized to make  
payment to AT&T in the amount of \$180,000, for a Vesta 911 phone upgrade. This amount  
shall be paid from the 911 Equipment-Communications Account Number 2000-40-4001-PS-  
00000-00000-542130. Further, the Mayor is authorized to execute all documents necessary to  
effectuate the purchase.

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

\_\_\_\_\_  
George P. Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 13, 2025  
Recorded by Lindsay Parish City Clerk, May 13, 2025  
MO\contract-AT&T – Vesta 911 phone upgrade



Sales Contact Information  
OShell; Chad  
248-986-8449  
chad@nordicomtech.com

## eSign Fax Cover Sheet

Contract Id: 5137730

**To:** AT&T Automated Fax Handling Service

**From:**

**Fax:** 877-374-4632 or 877-eSignFax

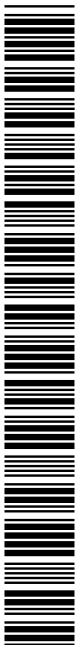
**Total Pages:** 3  
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
  - I. eSign Fax Cover Sheet for Contract Id: 5137730
  - II. All Pages stamped with Contract Id: 5137730
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3326780

Contract Id: 5137730

20250430-2052

MA 758 1300000727  
**MA 758 1300000727**  
 PCS ID#: \_\_\_\_\_

**PARTICIPATION AGREEMENT  
 MA 758 1300000727**

PCS ID: 20250430-142

|                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CUSTOMER ("Customer")</b>                                                                                                                                                                                                                                                                                                            | <b>AT&amp;T ("AT&amp;T")</b>                                                                                                                                                                                                                                                                                                                                                             |
| Customer: City of Paducah<br>Street Address: 1400 Broadway<br>City: Paducah State: KY Zip Code: 42003<br><u>Billing Address (if different)</u><br>Street Address:<br>City: State: Zip Code:                                                                                                                                             | AT&T Enterprises, LLC                                                                                                                                                                                                                                                                                                                                                                    |
| <b>CUSTOMER Contact (for Contract Notices)</b>                                                                                                                                                                                                                                                                                          | <b>AT&amp;T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Sales Contact</b>                                                                                                                                                                                                                                                                        |
| Name: Ariana Kitty<br>Title: E911 Manager<br>Telephone: 2704448624 Fax:<br>Email: akitty@paducahky.gov<br><u>Address for Notices</u><br><input type="checkbox"/> Same as Cust. Address above <input type="checkbox"/> Same as Billing Address<br><u>Address for Notices (if different)</u><br>Street Address:<br>City: State: Zip Code: | Name: Craig Bennett<br>Title: Application Specialist E911<br>Telephone: 3179979705<br>Fax:<br>Email: cb7368@att.com<br>Street Address: 240 North Meridian Street, Room 1670<br>City: State: Zip Code: 46204<br><u>With a copy to:</u><br>AT&T<br>208 S. Akard Street<br>Dallas, TX 75202<br>ATTN: Master Agreement Support Team<br>Email: <a href="mailto:mast@att.com">mast@att.com</a> |
| <b>AT&amp;T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact</b>                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                          |
| Name: Company Name:<br>Agent Street Address: City: State: Zip Code:<br>Telephone: Fax: Email: Agent Code                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                          |

- Adoption of Commonwealth of Kentucky "Kentucky Information Highway 3 (KIH3) The Next Generation Network" contract.** Customer (hereinafter "Participant") and AT&T Enterprises, LLC (AT&T) agree that the Service, as specified below, shall be provided pursuant to the rates, charges, terms and conditions set forth in this Agreement and the contract between AT&T Enterprises, LLC and the Commonwealth of Kentucky, identified as **MA 758 1300000727**, signed on February 21, 2013 as amended ("Master Contract"), to the extent applicable to Participant.. The Master Contract is incorporated herein by reference. Participant agrees to be bound the rates, terms and conditions of this contract and any subsequent modifications and amendments..
- AT&T shall provide the services described in Attachment 1 (the "KIH3 Services") (as amended from time to time) to Customer solely pursuant to the terms and conditions contained in **MA 758 1300000727**
- Payment:** Participant is exclusively responsible for all payments due and owing to AT&T for the Services provisioned hereunder and the Commonwealth of Kentucky shall not be deemed to be responsible for any such payments. Participant shall pay for the Services ordered hereunder pursuant to the conditions in Section 40.075 "Payments" of the Master Contract and KRS 45.454.
- Rates:** The services set forth Attachment 1 shall be provided at the prices as set forth in the Master Contract.

**MA 758 1300000727**  
**PCS ID#:**\_\_\_\_\_

**PARTICIPATION AGREEMENT**  
**MA 758 1300000727**

5. **E-Rate:** For services which are E-rate eligible, Participant agrees to execute and be bound by the terms and conditions of the "Attachment to this Participation Agreement for Services and/or Products Subject to Universal Services ("E-Rate") Funding" ("E-Rate Rider") .For purposes of the E-Rate Rider, references to "Customer" shall be deemed to mean Participant. In the event that E-rate eligible services are to be purchased, an E-Rate Rider will be provided for signature.

*IN WITNESS WHEREOF, the parties hereto have caused this Participation Agreement to be executed by their respectively authorized representatives.*

**AT&T Enterprises, LLC**

By: eSigned - Laura Williams

Print Name: \_\_\_\_\_

Title: Contractor CS, as signer for AT&T

Date Signed: 02 May 2025

**Customer:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ma3889



**MA 758 1300000727**  
**PCS ID#:**\_\_\_\_\_

**PARTICIPATION AGREEMENT**  
**MA 758 1300000727**

Attachment 1

| <b>Services</b>                 |
|---------------------------------|
| All KIH3 Services               |
| AT&T OneNet 56869               |
| PPVPN-MPLS                      |
| AT&T Hosted E911 Service        |
| CPE Per Position E911           |
| Host Connectivity Per PSAP E911 |
|                                 |

# Agenda Action Form

## Paducah City Commission

Meeting Date: May 13, 2025

**Short Title:** Authorize the Mayor to approve a contract with Xybix in the amount of \$40,170.18 for two dispatch consoles - **A. KITTY**

**Category:** Municipal Order

Staff Work By: Ariana Kitty, Patrick Bugg, Anthony Copeland, Eric Stuber,  
Kaitlyn Wells, Brian Laird, Lindsay Parish, Tony Coraggio, Tara Martin  
Presentation By: Ariana Kitty

### Background Information:

The Paducah Communications Services Division currently operates with five fully functional Xybix Consoles. These workstations are ergonomically designed, allowing telecommunicators to alternate between sitting and standing positions. The semicircular console configuration minimizes neck and upper body strain during extended 12-hour shifts. Additionally, each console includes independent heating, cooling, and lighting controls, enabling telecommunicators to customize their work environment to meet individual comfort needs.

As operations continue to expand, the need for two additional consoles has become evident. This addition will significantly increase the center's function and capacity from five fully operational consoles to seven.

The new consoles will serve multiple purposes. The consoles will serve as dedicated workstations for shift supervisors and the TAC telecommunicator. These roles currently work from standard desks that do not support dispatching or call-answering capabilities. The added consoles will improve efficiency by allowing both supervisor and TAC a smooth transition into a telecommunicator's role during emergencies or periods of high call volume. This ability will afford operational support, allowing up to seven telecommunicators to be active at the same time, compared to the current maximum of five.

The installation of these consoles will support both our operational growth and our continued commitment to delivering high-quality public safety communications.

Xybix has a partnership with NASPO (National Association of State Procurement Officials), Washington State Department Enterprise Services Cooperative Purchasing Master Agreement #00318, which expires 12/31/2026.

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: 911 Equipment-Communication

Account Number: 542-130

**Staff Recommendation:** Authorize the Mayor to sign a participating addendum with NASPO ValuePoint in order to utilize NASPO Cooperative purchasing master agreement #00318. Authorize the Mayor to approve a contract with Xybix in the amount of \$40,170.18 for two dispatch consoles. These consoles will be used as dedicated workspace for shift supervisors and the Terminal Agency Coordinator (TAC). The consoles will have full dispatch functionality with radios, CAD, and 911 phones.

**Attachments:**

1. MO contract-Xybix – 911 two dispatch consoles
2. NASPO master agreement
3. 2025 Current Paducah 911 (City of) 0031775 R1 QUOTE 36423B
4. Xybix NASPO PA for Paducah

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PARTICIPATING ADDENDUM WITH NASPO VALUEPOINT FOR COOPERATIVE PURCHASING AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO XYBIX IN THE AMOUNT OF \$40,170.18 FOR THE PURCHASE OF TWO DISPATCH CONSOLES

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

SECTION 1. That the Mayor is hereby authorized to execute a Participating Addendum with NASPO ValuePoint for Cooperative Purchasing. Further, the Finance Director is authorized to make payment to Xybix in the amount of \$40,170.18 for the purchase of two dispatch consoles, under Washington State Department Enterprise Services Cooperative Purchasing Master Agreement #00318 and City of Paducah Participating Addendum. This amount shall be paid from the 911 Equipment-Communications Account Number 2000-40-4001-PS-00000-00000-542130.

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

\_\_\_\_\_  
George P. Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 13, 2025  
Recorded by Lindsay Parish City Clerk, May 13, 2025  
MO\contract-Xybix – 911 two dispatch consoles



**COOPERATIVE PURCHASING MASTER AGREEMENT**

**No. 00318**

**PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS**

*For Use by Eligible Purchasing Entities*

By and Between

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

and

**ERGOFLEX SYSTEMS, INC.  
DBA: XYBIX SYSTEMS, INC.**

Dated January 1, 2022

**COOPERATIVE PURCHASING MASTER AGREEMENT**

**No. 00318**

**PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS**

**FOR**

**CATEGORY 10 DISPATCH CONSOLE FURNITURE**

This Cooperative Purchasing Master Agreement ("Cooperative Purchasing Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and ErgoFlex Systems, Inc. a Colorado corporation ("Contractor") and is dated and effective as of January 1, 2022.

**RECITALS**

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Purchasing Master Agreements for goods and services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Cooperative Purchasing Master Agreements available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.
- D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions

(e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

- E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions ("Public Safety Radio"). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.
- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Category identified above.
- G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Category as set forth herein.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Agreement begins January 1, 2022 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:
  - Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
  - Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on January 1, 2022, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to January 1, 2022.

2. **PARTICIPANTS AND SCOPE.** This Cooperative Purchasing Master Agreement may be utilized under the following conditions:

- 2.1. **PARTICIPATING ENTITIES.** Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in purchase Orders utilizing this Cooperative Purchasing Master Agreement.
- 2.2. **PURCHASING ENTITIES.** Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Cooperative Purchasing Master Agreement and becomes financially committed to the purchase.
- 2.3. **PARTICIPATING ADDENDUM.** Obligations under this Cooperative Purchasing Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Cooperative Purchasing Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum as instructed by the Lead State to support documentation of participation and posting in appropriate databases.
- 2.4. **PURCHASING ENTITY RIGHTS.** Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Cooperative Purchasing Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Cooperative Purchasing Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Cooperative Purchasing Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.
- 2.5. **PARTICIPATING ADDENDUM APPROVAL.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.



### 3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the category above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.
- 3.2. MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchasing Entity or as agreed by Purchasing Entity in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchasing Entity, manufacture shall repair or replace the product or part with a new product or part without charge to Purchasing Entity.
- 3.3. ADDITIONAL WARRANTY OPTIONS – See ErgoFlex Systems Products/Services Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available warranty options.
- 3.4. AVAILABLE SERVICES – See ErgoFlex Products/Services Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available services.
- 3.5. ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.
- 3.6. PRODUCT UPDATES. Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30<sup>th</sup> must be submitted to Lead State Contract Administrator by June 1<sup>st</sup> to be eligible for product updates effective July 1<sup>st</sup>. Product updates for July 1<sup>st</sup> through December 31<sup>st</sup> must be submitted to the Lead State Contract Administrator by December 1<sup>st</sup> to be eligible for product updates effective January 1<sup>st</sup>. Additional product updates may be considered for approval with proper 30 day notice at the discretion of the Lead State.

| Semi-Annual        | Submitted By             | Effective Date          |
|--------------------|--------------------------|-------------------------|
| January 1-June 30  | June 1 <sup>st</sup>     | July 1 <sup>st</sup>    |
| July 1-December 31 | December 1 <sup>st</sup> | January 1 <sup>st</sup> |

- 3.7. **ECONOMIC ADJUSTMENTS.** All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

**Price Reductions.** In the event of a price decrease in any category of product at any time during the contract in an OEM's published manufacturer's price list, including renewal options, the Lead State shall be notified immediately. All published manufacturer's price list price reductions shall be effective upon the notification provided to the Lead State.

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1<sup>st</sup> through June 30<sup>th</sup> must be submitted to Lead State Contract Administrator by June 1<sup>st</sup> to be eligible for product updates effective July 1<sup>st</sup>. Product updates for July 1<sup>st</sup> through December 31<sup>st</sup> must be submitted to the Lead State Contract Administrator by December 1<sup>st</sup> to be eligible for product updates effective January 1<sup>st</sup>.

| Semi-Annual        | Submitted By             | Effective Date          |
|--------------------|--------------------------|-------------------------|
| January 1-June 30  | June 1 <sup>st</sup>     | July 1 <sup>st</sup>    |
| July 1-December 31 | December 1 <sup>st</sup> | January 1 <sup>st</sup> |

- 3.8. **PRICE CEILING.** Although Contractor may offer lower prices, including volume discounts, to Purchasing Entity, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.
- 3.9. **COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasing Entity.
- 3.10. **CONTRACTOR RESPONSIBILITIES.** Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any

and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchasing Entity) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual

damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

- 4.4. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.
- 4.6. **EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.7. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees.
- 4.8. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.

- 4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Washington Statewide Payee Desk, which registration is a condition to payment.
- 4.10. COOPERATIVE PURCHASING MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Purchasing Master Agreement with eligible Purchasing Entity and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasing Entity. Contractor understands and acknowledges that neither Enterprise Services nor Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchasing Entity, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.11. COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 4.12. SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER'S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

## **5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.**

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasing Entity shall order goods and/or services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchasing Entity Order"). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.
  - (a) All order documents must, at a minimum, reference
    - The Cooperative Purchasing Master Agreement number;
    - The place and requested time of delivery;
    - A billing address;

- The name, phone number, and address of the Participating Entity representative;
  - (b) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity's purchasing office, or to such other individual identified in writing in the Order.
  - (c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.
  - (d) Notwithstanding the expiration, cancellation or termination of this Cooperative Purchasing Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Cooperative Purchasing Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Cooperative Purchasing Master Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Purchasing Master Agreement, the Purchase Order used by Purchasing Entity, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.
  - (b) Contractor shall ship all goods purchased pursuant to this Master Agreement to Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor, and shall be added as a separate line item on the Contractor's invoice. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence. Ownership transfers to the Purchasing Entity upon delivery.
  - (c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

- (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (e) Purchasing Entities may return unopened or unused (non-specialty or customized) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Such inspection and approval shall be determined within thirty (30) days of delivery. Purchasing Entity reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order. If there are any apparent defects in the goods and/or services at the time of delivery, Purchasing Entity will notify Contractor within five (5) business days. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchasing Entity's option, Purchasing Entity may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

- (a) Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet specifications may be rejected as mutually agreed between Purchasing Entity and Contractor. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.
- (b) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.

- 5.5. **INSTALLATION.** Installation shall be performed by Contractor or Sub-Contractor, in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchasing Entity reserves the right to require Contractor or Sub-Contractor to repair any damage caused during installation or provide full compensation as determined by Purchasing Entity.
- 5.6. **CONFIDENTIALITY; SAFEGUARDING OF INFORMATION.** Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.
- 5.7. **TREATMENT OF ASSETS.** Title to all property furnished by any Participating State and/or Purchasing Entity shall remain with such Participating State and/or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchasing Entity furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchasing Entity, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State and/or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State and/or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State and/or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State and/or Purchasing Entity all property of such Participating State and/or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchasing Entity upon delivery of such property by Contractor to the Purchasing Entity. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchasing Entity in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing Entity but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.
- 5.8. **SOFTWARE LICENSE AGREEMENT.** If the public safety communications equipment ordered and delivered under the term and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License Agreement that will apply to such transactions. Contractor's software license agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement or specific security requirements of Purchasing Entity.
- 5.9. **SUBSCRIPTION SERVICES AGREEMENT.** If the public safety communications equipment ordered and delivered under the term and conditions of this Contract requires subscription services to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License



Agreement that will apply to such transactions. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement or the specific security requirements of Purchasing Entity.

## **6. INVOICING & PAYMENT.**

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- Cooperative Purchasing Master Agreement No. 00318
  - Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
  - Contractor's Federal Tax Identification Number
  - Date(s) of delivery
  - Applicable goods/services
  - Invoice amount; and
  - Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; *Provided*, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.
- 6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. In regard to federal excise taxes, Contractor shall include

federal excise taxes only if, after thirty (30) calendar days written notice to Purchasing Entity, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

## **7. CONTRACT MANAGEMENT.**

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Contract Administrator 00318  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Tel: (360) 407-2218  
Email: [DESContractsTeamCypress@des.wa.gov](mailto:DESContractsTeamCypress@des.wa.gov)

**ErgoFlex Systems, Inc.**

Attn:  
8207 Southpark Circle  
Littleton, CO 80120  
Tel: 3036835656  
Email: [kenc@xybix.com](mailto:kenc@xybix.com)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchasing Entity issues pertaining to this Cooperative Purchasing Master Agreement.
- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Legal Services Manager  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Email: [greg.tolbert@des.wa.gov](mailto:greg.tolbert@des.wa.gov)

**ErgoFlex Systems, Inc.**

Attn:  
8207 Southpark Circle  
Littleton, CO 80120  
Email: [kenc@xybix.com](mailto:kenc@xybix.com)

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

## **8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.**

- 8.1. SUMMARY SALES DATA. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Cooperative Purchasing Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- 8.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (5) Participating Entity and Contractor Purchase Order identifier/number(s); (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) Purchase Order date; (8) Ship Date; and (9) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Cooperative Purchasing Master Agreement.
- 8.3. NASPO VALUEPOINT EXECUTIVE SUMMARY. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- 8.4. REPORT OWNERSHIP. Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.
- 8.5. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA. Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

## **9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW**

- 9.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.
- 9.2. LOGOS. NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 9.3. ANNUAL SUPPLIER BUSINESS REVIEW. Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person attendance. Any subsequent Annual Supplier Business Review meetings may be attended virtually or in-person.

## **10. ADMINISTRATIVE FEES.**

- 10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint ADMINISTRATIVE Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.
- 10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## **11. RECORDS RETENTION & AUDITS.**

- 11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Master Agreement and orders placed by Purchasing Entity under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any

litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 11.2. **AUDIT.** Upon reasonable advance written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records associated with this Cooperative Purchasing Master Agreement to ensure that Contractor has properly invoiced Purchasing Entity and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Purchasing Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchasing Entity, Contractor shall reimburse Purchasing Entity for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

## **12. INSURANCE.**

- 12.1. **REQUIRED INSURANCE.** During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 12.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
- 12.3. **INSURANCE CERTIFICATE.** Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to Enterprise Services that (1) names the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations

are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- 13. PUBLIC INFORMATION.** This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

**14. DEFAULTS AND REMEDIES**

- 14.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit a written cure plan within five (5) business days of Suspension notification. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's right under this Cooperative Purchasing Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasing Entity survive termination of Contractor's rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled.
- 14.2. **DEFAULT.** Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;
  - (b) Contractor breaches any representation or warranty provided herein; or
  - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 14.3. **REMEDIES for DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing Master Agreement are in addition to all other available remedies.
  - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasing

Entity replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Purchasing Master Agreement price and the replacement or cover price for identical equipment or services, as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement. Enterprise Services or Purchasing Entity will mitigate damages and provide Contractor with detailed invoices substantiating the charges.

- (c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, either Party shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order. Nothing in this Cooperative Purchasing Master Agreement shall be construed to limit the rights and remedies available to either Party under the applicable commercial code.

14.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchasing Entity be liable to the other for exemplary or punitive damages.

14.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Purchasing Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that Contractor has incurred additional costs as a result of the suspension including costs to demobilize and remobilize the project.
- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Cooperative Purchasing Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services

already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

## **15. CLAIMS.**

- 15.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents to the extent caused by its operations under this Cooperative Purchasing Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. If responsibility can be substantiated as Contractor fault, Contractor shall pay for all damage to any Purchasing Entity's property resulting directly or indirectly from its acts or omissions under this Cooperative Purchasing Master Agreement, to the extent attributable to negligence by Contractor or its agents.
- 15.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, any Purchasing Entity, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchasing Entity, or NASPO's negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.

- 16. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

## **17. GENERAL PROVISIONS.**

- 17.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.
- 17.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.



- 17.3. INTEGRATED AGREEMENT. This Cooperative Purchasing Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 17.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.5. AUTHORITY. Each party to this Cooperative Purchasing Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.
- 17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 17.10. FEDERAL FUNDS. To the extent that any Purchasing Entity uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchasing Entity shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative

Purchasing Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Purchasing Master Agreement.

- 17.12. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 17.13. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.14. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 17.15. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 17.16. **SOVEREIGN IMMUNITY.** In no event shall this Cooperative Purchasing Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.
- 17.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable

attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

- 17.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Cooperative Purchasing Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.
- 17.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.
- 17.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.
- 17.21. **CAPTIONS & HEADINGS.** The captions and headings in this Cooperative Purchasing Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.
- 17.22. **ELECTRONIC SIGNATURES.** An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.

17.23. COUNTERPARTS. This Cooperative Purchasing Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Purchasing Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew  
Elena McGrew  
Its: Acting Statewide Enterprise Procurement  
Manager

ERGOFLEX SYSTEMS INC. DBA XYBIX SYSTEMS, INC.  
A COLORADO CORPORATION

By: Kenneth R Carson  
Kenneth R Carson  
Its: Executive Vice President

## INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
  - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
  - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
  - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasing Entity (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall

furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Purchasing Master Agreement Insurance Certificate  
**Cooperative Purchasing Master Agreement No. 00318 – Public Safety Communications Products, Services and Solutions**  
Attn: Team Cypress  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411

Email: [DESContractsTeamCypress@des.wa.gov](mailto:DESContractsTeamCypress@des.wa.gov)

*Note:* For Email notice, the Email Subject line must state:  
**Cooperative Purchasing Master Agreement Insurance Certificate – Cooperative Purchasing Master Agreement No. 00318 – Public Safety Communications Products, Services and Solutions**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.





Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
AvivaM



Quote Number: 36423

Quote Date: 4/29/2025  
Revision: B  
Orig Create Date: 4/29/2025  
Expires: 7/28/2025  
Opp #: 0031775

Quote

Terms: NET 30

Page: 1 of 3

|                                                                                                                                   |                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>QUOTE TO:</b><br>Acct: PADCITPAKY<br><br>Paducah 911 (City of)<br>510 Clark Street<br>Paducah KY 42003<br><br>Phone:<br>Email: | <b>SHIP TO:</b><br>Paducah 911 (City of)<br>510 Clark Street<br>Paducah, KY 42003<br>USA<br><br>Salesperson: AMANDA SCHWARTZ<br>Phone: (720) 326-1165<br>Email: amandas@xybix.com |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

NASPO Contract #: 00318  
Product Line: Eagle Line w/axys  
Install Type: Standard

TARIFF SURCHARGE:  
A temporary fee due to increased costs from international tariffs impacting material pricing.

4.29.25: Drawing R1, Updated Axys features, finishes and cables -AM  
4.28.25: Drawing R0 – AM

TAXES:  
Xybix is not registered to collect sales tax in the state of (KY) and any sales tax due on your transaction will need to be paid directly by you to your State agency (this is commonly referred to as USE Tax).

OPTIONAL ITEMS:  
Please note that Optional Items are not included in the total price.  
Please contact Xybix to have any Optional Items included in the final price.

| Line | Part Num  | Desc                                                                                                                                                                                                                                                                                         | Qty | U/M     | List Ea.   | Disc. % | Disc. Price | Net Price  |
|------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|------------|---------|-------------|------------|
| 1.00 | 12343.    | Panel System Priced by the Linear Foot:<br>Grade 3 Fabric<br>12343-1-SS - 29-48in - 7.0 LF @<br>\$281,000/LF<br>12343-1-DS - 29-48in - 8.0 LF @<br>\$380,000/LF<br><br>Upper Tiles Fabric Color: TBD Grade 3<br>G2<br>Lower Tiles Fabric Color: TBD Grade 3<br>G2<br>Panel Trim Color: Black | 1   | 1.00 EA | \$5,007.00 | 50.00 % | \$2,503.50  | \$2,503.50 |
| 1.01 | 13555.    | Panel Tile CPU Panel Segment CPU Tile<br>24h x 30w                                                                                                                                                                                                                                           | 22  | 2.00 EA | \$169.00   | 50.00 % | \$84.50     | \$169.00   |
| 2.00 | 14486-3D. | Adj. Table Worksurface - Corner Dual<br>Surface - 66L x 66R - Cable<br>Management Included                                                                                                                                                                                                   | 2   | 2.00 EA | \$2,719.00 | 50.00 % | \$1,359.50  | \$2,719.00 |
| 3.00 | 15701     | L4 Table Base                                                                                                                                                                                                                                                                                | 3   | 2.00 EA | \$6,736.00 | 50.00 % | \$3,368.00  | \$6,736.00 |

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
AvivaM



Quote Number: 36423

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Quote

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Page: 2 of 3

| Line  | Part Num     | Desc                                                                                                                                                                                                      |    | Qty U/M  | List Ea.   | Disc. % | Disc. Price | Net Price  |
|-------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------|------------|---------|-------------|------------|
| 4.00  | 16744.       | Monitor Mount 3 - Rollervision - Corner Dual Surface - 66L x 66R                                                                                                                                          | 4  | 2.00 EA  | \$4,943.00 | 50.00 % | \$2,471.50  | \$4,943.00 |
|       |              | 16676 - Std VESA Mount 2 HI 2 Knuckle<br>Qty = 3 Total: \$2,580.00                                                                                                                                        |    |          |            |         |             |            |
| 5.00  | 16130-8      | Datadock 2 - Keyboard Snap-In Cable Organizer<br>Includes:<br>8 - USB Ports<br>1 - RJ45 Port                                                                                                              | 5  | 2.00 EA  | \$709.00   | 50.00 % | \$354.50    | \$709.00   |
| 5.01  | 16874        | Display Port Cable 20 ft M/M                                                                                                                                                                              | 6  | 12.00 EA | \$133.00   | 50.00 % | \$66.50     | \$798.00   |
|       |              | OPEN MARKET                                                                                                                                                                                               |    |          |            |         |             |            |
| 5.02  | 16838        | Cable, Display Port/Mini Display Port, Female/Male, 6 in, Black                                                                                                                                           | 23 | 12.00 EA | \$57.00    | 50.00 % | \$28.50     | \$342.00   |
|       |              | OPEN MARKET                                                                                                                                                                                               |    |          |            |         |             |            |
| 5.03  | 16873        | Cable, HDMI, Male/Male, 20 ft, Black                                                                                                                                                                      | 24 | 4.00 EA  | \$133.00   | 50.00 % | \$66.50     | \$266.00   |
|       |              | OPEN MARKET                                                                                                                                                                                               |    |          |            |         |             |            |
| 6.00  | 11792-OR     | Power Bar, 10 Outlet, 15 ft, Orange Sticker, Includes Mounting Clips                                                                                                                                      | 7  | 2.00 EA  | \$170.00   | 50.00 % | \$85.00     | \$170.00   |
| 6.01  | 11792-BLK    | Power Bar, 10 Outlet, 15 ft, Black Sticker, Includes Mounting Clips                                                                                                                                       | 8  | 2.00 EA  | \$170.00   | 50.00 % | \$85.00     | \$170.00   |
| 6.02  | 14976        | Power Bar, 6 Outlet, 25 ft, Black, Straight Plug, Includes Mounting Clips                                                                                                                                 | 9  | 2.00 EA  | \$180.00   | 50.00 % | \$90.00     | \$180.00   |
| 7.00  | 16708.       | Axys Control System with Fan<br>Base Price: \$2,079.00<br>16707AXS - Heat - \$582.00<br>16709AXS - Task Lights - \$519.00<br>16711AXS - Footwell Lighting - \$155.00<br>16807AXS - Axys Tablet - \$394.00 | 10 | 2.00 EA  | \$3,729.00 | 50.00 % | \$1,864.50  | \$3,729.00 |
| 8.00  | 16909        | Shelf, Under Surface, With Power, 1 AC Outlet, 1 USB Charge, 1 USB-C Charge, Metal, Black                                                                                                                 | 11 | 2.00 EA  | \$391.00   | 50.00 % | \$195.50    | \$391.00   |
|       |              | OPEN MARKET                                                                                                                                                                                               |    |          |            |         |             |            |
| 10.00 | 12033-3D.    | Return Worksurface - 18Wx36D                                                                                                                                                                              | 12 | 2.00 EA  | \$656.00   | 50.00 % | \$328.00    | \$656.00   |
| 10.01 | 12033-3D-FT. | Flip Top Return Worksurface - 30Wx36D                                                                                                                                                                     | 13 | 2.00 EA  | \$656.00   | 50.00 % | \$328.00    | \$656.00   |
| 11.00 | 17031        | Cable Bridge, Corner, Right                                                                                                                                                                               | 14 | 1.00 EA  | \$311.00   | 50.00 % | \$155.50    | \$155.50   |

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
AvivaM



Quote Number: 36423  
Quote Date: 4/29/2025  
Revision: B  
Orig Create Date: 4/29/2025  
Expires: 7/28/2025  
Opp #: 0031775

Quote

Terms: NET 30

Page: 3 of 3

| Line                               | Part Num     | Desc                                                                       | Qty         | U/M     | List Ea.                          | Disc. % | Disc. Price | Net Price  |
|------------------------------------|--------------|----------------------------------------------------------------------------|-------------|---------|-----------------------------------|---------|-------------|------------|
| OPEN MARKET                        |              |                                                                            |             |         |                                   |         |             |            |
| 11.01                              | 17030        | Cable Bridge, Corner, Left                                                 | 15          | 1.00 EA | \$311.00                          | 50.00 % | \$155.50    | \$155.50   |
| OPEN MARKET                        |              |                                                                            |             |         |                                   |         |             |            |
| 11.02                              | 15486-3D-FT. | CPU Cabinet - ERGO ACCESS Under Work Surface 30Wx34.5D With Flip Top Hinge | 16          | 2.00 EA | \$1,783.00                        | 50.00 % | \$891.50    | \$1,783.00 |
| 12.00                              | 11352-3D.    | Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 22D            | 17          | 2.00 EA | \$1,404.00                        | 50.00 % | \$702.00    | \$1,404.00 |
| 50.00                              | 17043        | Create marketing videos                                                    | 18          | 0.00 EA | \$8,240.00                        | 0.00 %  | \$8,240.00  | \$0.00     |
| OPEN MARKET OPTIONAL x1            |              |                                                                            |             |         |                                   |         |             |            |
| 50.01                              | 17044        | Create marketing content                                                   | 19          | 0.00 EA | \$6,180.00                        | 0.00 %  | \$6,180.00  | \$0.00     |
| OPEN MARKET OPTIONAL x1            |              |                                                                            |             |         |                                   |         |             |            |
| 90.00                              | 16139        | Installers Kit Eagle Line                                                  | 20          | 2.00 EA | \$0.00                            | 0.00 %  | \$0.00      | \$0.00     |
| 99.00                              | Other        | Other Charges & Services                                                   | 21          | 1.00 EA | \$0.00                            | 0.00 %  | \$0.00      | \$0.00     |
| Line (21) - Miscellaneous Charge - |              |                                                                            |             |         |                                   |         |             |            |
| Description                        |              |                                                                            |             |         |                                   |         | Ext. Price  |            |
| 1.) Freight - Box Truck            |              |                                                                            |             |         |                                   |         | 2,910.94    |            |
| 2.) Installation                   |              |                                                                            |             |         |                                   |         | 6,619.25    |            |
| 3.) Tariff Adjustment Fee 7.0%     |              |                                                                            |             |         |                                   |         | 2,004.49    |            |
| List Price Total:                  |              |                                                                            | \$57,271.00 |         | Lines Total:                      |         | \$28,635.50 |            |
|                                    |              |                                                                            |             |         | Line Miscellaneous Charges Total: |         | \$11,534.68 |            |
|                                    |              |                                                                            |             |         | Taxes Total:                      |         | \$0.00      |            |
|                                    |              |                                                                            |             |         | Quote Total:                      |         | \$40,170.18 |            |

Note 1:  
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:  
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.  
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

**PARTICIPATING ADDENDUM**



**PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICE AND SOLUTIONS**

Lead by the State of **Washington**

---

Master Agreement #: 00318

Contractor: **ErgoFlex Systems dba: Xybix Systems Inc.**

Participating Entity: **CITY OF PADUCAH**

The following products or services are included in this contract portfolio:

*ErgoFlex Systems has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.*

Category 10 – Dispatch Console Furniture

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by city agencies and other entities located in the City of Paducah authorized by that City's statutes to utilize State contracts with the prior approval of the City's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all city agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the City of Paducah. Issues of interpretation and eligibility for participation are solely within the authority of the City Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

|            |                                                    |
|------------|----------------------------------------------------|
| Name:      | Ken Carson                                         |
| Address:   | 8207 SouthPark Circle<br>Littleton, CO 80120       |
| Telephone: | (303) 683-5656                                     |
| Fax:       |                                                    |
| Email:     | <a href="mailto:kenc@xybix.com">kenc@xybix.com</a> |

**PARTICIPATING ADDENDUM****PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICE AND SOLUTIONS**Lead by the State of **Washington**Participating Entity

|            |                                                    |
|------------|----------------------------------------------------|
| Name:      | City of Paducah                                    |
| Address:   | 300 South 5 <sup>th</sup> Street, Paducah KY 42003 |
| Telephone: | 270-444-8506                                       |
| Fax:       |                                                    |
| Email:     | lparish@paducahky.gov                              |

**4. Participating Entity Modifications Or Additions To The Master Agreement**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☒ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Subcontractors: All contactors, dealers, and resellers authorized in the City of Paducah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

**PARTICIPATING ADDENDUM**



**PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICE AND SOLUTIONS**

Lead by the State of **Washington**

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|                                          |             |
|------------------------------------------|-------------|
| Participating Entity:<br>City of Paducah | Contractor: |
| Signature:                               | Signature:  |
| Name:                                    | Name:       |
| Title:                                   | Title:      |
| Date:                                    | Date:       |

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

|                                      |                                                                              |
|--------------------------------------|------------------------------------------------------------------------------|
| Cooperative Development Coordinator: | Nick Hughes                                                                  |
| Telephone:                           | (385) 210-0310                                                               |
| Email:                               | <a href="mailto:nhughes@naspovaluepoint.org">nhughes@naspovaluepoint.org</a> |

**Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org).**

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 13, 2025

**Short Title:** Authorize the City Manager to release a Request for Proposals for a Cable Franchise - **M. SMOLEN**

**Category:** Municipal Order

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

**Presentation By:** Michelle Smolen

**Background Information:** This Municipal Order authorizes the City Manager to release proposals for a non-exclusive Cable Franchise in the City of Paducah pursuant to Chapter 22 of the Code of Ordinances related to Cable Communications.

**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 - RFP – Cable Franchise 2025

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO  
INITIATE A REQUEST FOR PROPOSALS FOR A NON-EXCLUSIVE CABLE  
FRANCHISE IN THE CITY OF PADUCAH

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Manager is hereby authorized and directed to  
develop, advertise, and initiate a Request for Proposals for a non-exclusive cable franchise in  
the City of Paducah in accordance with Chapter 22 of the Code of Ordinances of the City of  
Paducah.

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, May 13, 2025  
Recorded by Lindsay Parish, City Clerk, May 13, 2025  
MO\RFP – Cable Franchise 2025



# Agenda Action Form

## Paducah City Commission

Meeting Date: May 13, 2025

Short Title: Authorize the Application and Acceptance of a Body Armor Grant through the KY Office of the Attorney General in the amount of \$245,322 - **B. LAIRD**

Category: Municipal Order

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

### Background Information:

The Kentucky General Assembly created a \$15 million grant program in the Office of the Attorney General's Department of Criminal Investigations (DCI) to help law enforcement and first responders purchase body armor, duty weapons, ammunition, electronic-control devices and body-worn cameras. The Body Armor Grant Program will purchase protective equipment for Kentucky Law Enforcement Council (KLEC)-certified peace officers. The Paducah Police Department would like to apply for this grant to purchase multi curve plates, plate carriers, shields, and helmets for the SWAT program. The application would also include funding for ballistic helmets for patrol officers and four soft armor vests. There is no match required for this grant.

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: Authorize the application and acceptance of the Body Armor Grant and for the Mayor to sign all documentation related to same.

### Attachments:

1. MO - app & award – KOG – DCI – body armor grant

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A BODY ARMOUR GRANT THROUGH THE KENTUCKY OFFICE OF THE ATTORNEY GENERAL IN THE AMOUNT OF \$245,322, TO PURCHASE MULTI CURVE PLATES, PLAT CARRIERS, SHIELDS AND HELMETS FOR THE PADUCAH POLICE DEPARTMENT SWAT PROGRAM, AND BALLISTIC HELMETS AND FOUR SIFT ARMOR VESTS FOR PATROL OFFICERS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a Body Armor Grant in the amount of \$245,422, from the Kentucky Office of the Attorney General's Department of Criminal Investigations. The grant will purchase multi curve plates, plate carriers, shields and helmets for the SWAT program and ballistic helmets and four soft armor vests for patrol officers.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the Kentucky Office of the Attorney General's Department of Criminal Investigations and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. There is no match required for this grant.

SECTION 4. 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, May 13, 2025  
Recorded by Lindsay Parish, City Clerk, May 13, 2025  
\\mo\grants\app & award – KOG – DCI – body armor grant

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 13, 2025

**Short Title:** Authorize a Contract with Vestis Services, LLC for uniform services for use by the Public Works Department, Engineering Department, and Parks Department - **C. YARBER**

**Category:** Municipal Order

Staff Work  
By: Marcey  
Simmons  
Presentation  
By: Chris  
Yarber

**Background Information:** On April 24, 2025, sealed bids were opened for Uniform Services for use by the Public Works Department, Engineering Department and Parks Department. One bid was received from Vestis Services, LLC, with a responsive evaluated bid in accordance with the specifications. Therefore, a recommendation is made to accept the unit prices given in the April 24, 2025, bid by Vestis Services, LLC. The contract period shall be a two-year time period beginning upon execution of the Contract Agreement with two one-year optional renewals upon the mutual agreement of both parties.

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

If yes, please list the Commission Priority:

**Communications Plan:**

**Funds Available:** Account Name: Various Accounts

Account Number:

**Staff Recommendation:** Approve a Municipal Order authorizing the Mayor to execute a contract with Vestis Services, LLC for Uniform Services for use by the Public Works Department, Engineering Department and Parks Department at the unit prices quoted in the bid proposal dated April 24, 2025.

**Attachments:**

1. MO bid-Vestis – Uniforms - PW, ENG, PARKS
2. Spec pick up list\_
3. Bid Tab - Uniforms

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING THE BID OF VESTIS SERVICES, LLC, FOR UNIFORM SERVICES FOR USE BY THE PUBLIC WORKS DEPARTMENT, ENGINEERING DEPARTMENT, AND PARKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. That the City of Paducah accepts the bid of Vestis Services, LLC, for uniform services for employees of the Public Works Department, Engineering Department and Parks Department, at the unit prices as shown on the attached price list (**Exhibit A**), for a period of two (2) years, beginning upon execution of the Contract Agreement, with an optional extension of two one-year renewals, in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Vestis Services, LLC, dated April 24, 2025.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Vestis Services, LLC, for furnishing the City with uniforms as authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid. Said contract is for a two-year time period with two optional one-year renewal.

SECTION 3. These expenditures shall be charged to following accounts:

Public Works 7000 2215 523040  
5000 2201 523040  
5000 2209 523040  
5000 2210 523040  
5000 2211 523040  
1000 2202 523040  
1000 2216 523040

Engineering 10003308 523040

Parks 1000 2402 523040

SECTION 4. 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, May 13, 2025

Recorded by Lindsay Parish, City Clerk, May 13, 2025

\mo\bid-Vestis – Uniforms - PW, ENG, PARKS

CITY OF PADUCAH  
PUBLIC WORKS DEPARTMENT

Uniforms for Public Works, Engineering Department and Parks Department

BID OPENING: 2:00 p.m., CST, on Thursday, April 24, 2025

1 Public Works Office Copy

| No. | Official Bidder -<br>Company/Business Name | Printed Name of Person<br>Picking up Plans | Signed Name     | Full Mailing Address                   | Business Phone<br>Number | Fax Number       | E-Mail Address              |
|-----|--------------------------------------------|--------------------------------------------|-----------------|----------------------------------------|--------------------------|------------------|-----------------------------|
| 2   | Vestis                                     | Sean Stonecipher                           | emailed<br>copy | 210 Tice Rd<br>Mayfield, Ky 42066      | 270-727-<br>7532         |                  | sean.stonecipher@vestis.com |
| 3   | Prime Vendor                               | Kim Jones                                  | emailed copy    | 4622 Cedar Ave<br>Wilmington, NC 28403 | 910-805-<br>9630         | 910-726-<br>1973 | primervendor123@gmail.com   |
| 4   |                                            |                                            |                 |                                        |                          |                  |                             |
| 5   |                                            |                                            |                 |                                        |                          |                  |                             |
| 6   |                                            |                                            |                 |                                        |                          |                  |                             |
| 7   |                                            |                                            |                 |                                        |                          |                  |                             |
| 8   |                                            |                                            |                 |                                        |                          |                  |                             |
| 9   |                                            |                                            |                 |                                        |                          |                  |                             |
| 10  |                                            |                                            |                 |                                        |                          |                  |                             |
|     |                                            |                                            |                 |                                        |                          |                  |                             |

CITY OF PADUCAH , KENTUCKY  
PUBLIC WORKS DEPARTMENT

Uniforms for Public Works, Engineering & Parks Department

LOWEST EVALUATED BID

Bid Opening: 2:00 p.m., CST, on Thursday, April 24, 2025

| BID RECOMMENDED FOR ACCEPTANCE                                 |                                                                                                                              |                        | Yes                                                                                             |                           |                |                           |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------------------------------|---------------------------|----------------|---------------------------|
| OFFICIAL BIDDER OF RECORD:<br><br>Contact:<br>Mailing Address: |                                                                                                                              |                        | Vestis Services, LLC<br>James B. Flowers<br>210 Tice Road<br>Mayfield, KY 42066<br>270-247-5058 |                           |                |                           |
| ITEM NO                                                        | UNIFORM ITEMS                                                                                                                | APPROX # OF EMPLOYEES* | UNIT BID PRICE                                                                                  | APPROX # X UNIT BID PRICE | UNIT BID PRICE | APPROX # X UNIT BID PRICE |
| 1                                                              | Work Shirts - Unit Bid Price is for 11 Shirts - 65/35 poly/cotton blend - short sleeve - two pocket - snap and button styles | 50                     | \$1.25                                                                                          | \$62.50                   |                | \$0.00                    |
| 2                                                              | Work Shirts - Unit Bid Price is for 11 Shirts- 65/35 cotton/ploy blend - long sleeve - two pocket - snap and button styles   | 50                     | \$1.25                                                                                          | \$62.50                   |                | \$0.00                    |
| 3                                                              | Work Shirts - Unit Bid Price is for 11 Shirts - 100% cotton - short sleeve- two pocket - snap and button styles              | 20                     | \$1.45                                                                                          | \$29.00                   |                | \$0.00                    |
| 4                                                              | Work Shirts - Unit Bid Price is for 11 Shirts - 100% cotton - long sleeve- two pocket - snap and button styles               | 20                     | \$1.45                                                                                          | \$29.00                   |                | \$0.00                    |
| 5                                                              | Work Pants - Unit Bid Price is for 11 Pants - 65/35 play/cotton blend - flat front style                                     | 25                     | \$1.80                                                                                          | \$45.00                   |                | \$0.00                    |
| 6                                                              | Work Pants - Unit Bid Price is for 11 Pants - 65/35 play/cotton blend - boot cut flare style                                 | 20                     | \$1.80                                                                                          | \$36.00                   |                | \$0.00                    |
| 7                                                              | Work Pants - Unit Bid Price is for 11 Pants - 65/35 play/cotton blend - side elastic style                                   | 5                      | \$1.80                                                                                          | \$9.00                    |                | \$0.00                    |
| 8                                                              | Work Pants - Unit Bid Price is for 11 Pants - 65/35 play/cotton blend - pleated style                                        | 5                      | \$1.80                                                                                          | \$9.00                    |                | \$0.00                    |
| 9                                                              | Work Pants - Unit Bid Price is for 11 Pants - 100% cotton - two front pockets                                                | 20                     | \$2.25                                                                                          | \$45.00                   |                | \$0.00                    |
| 10                                                             | Executive Oxford Shirts - Unit Bid Price is for 11 Shirts - 60/40 cotton/poly short sleeve                                   | 5                      | \$2.50                                                                                          | \$12.50                   |                | \$0.00                    |
| 11                                                             | Executive Oxford Shirts - Unit Bid Price is for 11 Shirts - 60/40 cotton/poly long sleeve                                    | 5                      | \$2.50                                                                                          | \$12.50                   |                | \$0.00                    |
| 12                                                             | Executive Polo Knit Shirts - Unit Bid Price is for 11 Shirts - 100% poly short sleeve                                        | 5                      | \$1.45                                                                                          | \$7.25                    |                | \$0.00                    |
| 13                                                             | Coveralls - Unit Bid Price is for 2 Coveralls - 65/35 poly/cotton blend                                                      | 20                     | \$1.00                                                                                          | \$20.00                   |                | \$0.00                    |
| 14                                                             | Coveralls - Unit Bid Price is for 2 Coveralls – 100% cotton                                                                  | 15                     | \$1.00                                                                                          | \$15.00                   |                | \$0.00                    |
| 15                                                             | Work Jackets - Unit Bid Price is for 2 Jackets - 65/35 poly/cotton blend - long panel front                                  | 35                     | \$0.25                                                                                          | \$8.75                    |                | \$0.00                    |
| 16                                                             | Work Jackets - Unit Bid Price is for 2 Jackets - 65/35 poly/cotton blend - short length                                      | 35                     | \$0.25                                                                                          | \$8.75                    |                | \$0.00                    |

| ITEM NO                 | ADDITIONAL ITEMS        | APPROX NUMBER* | UNIT BID PRICE | APPROX # X UNIT BID PRICE | UNIT BID PRICE | APPROX # X UNIT BID PRICE |
|-------------------------|-------------------------|----------------|----------------|---------------------------|----------------|---------------------------|
| 17                      | Shop Towels             | 1,000          | \$0.03         | \$30.00                   |                | \$0.00                    |
| 18                      | Fender Covers           | 50             | \$0.25         | \$12.50                   |                | \$0.00                    |
| 19                      | 3' x 5' walk-off mats   | 15             | \$1.00         | \$15.00                   |                | \$0.00                    |
| 20                      | 3' x 10' walk-off mats  | 15             | \$2.25         | \$33.75                   |                | \$0.00                    |
| 21                      | 4' x 6' walk-off mats   | 8              | \$1.50         | \$12.00                   |                | \$0.00                    |
| 22                      | Dust mops - 24"         | 5              | \$0.50         | \$2.50                    |                | \$0.00                    |
| 23                      | Dust mops -36"          | 3              | \$0.75         | \$2.25                    |                | \$0.00                    |
| 24                      | Wet mops                | 10             | \$0.75         | \$7.50                    |                | \$0.00                    |
| 25                      | Handle for mops         | 10             | \$0.00         | \$0.00                    |                | \$0.00                    |
| 26                      | Laundry Bags and stands | 2              | \$0.00         | \$0.00                    |                | \$0.00                    |
| TOTAL MULTIPLIED AMOUNT |                         |                |                | \$527.25                  |                | \$0.00                    |

\*\*\* NOTE: The use of the “Approximate Number of Employees” and the “Approximate Number x Unit Bid Price” will be used to assist in determination of the “Lowest Bid Price” ONLY.  
Bidder understands that the City will not guarantee any quantity nor will the City guarantee a total Contract amount.  
The Successful Bidder’s “Unit Bid Prices” will be utilized as the Contract Prices.

ADDITIONAL INFORMATION:

|                                                                           |        |  |
|---------------------------------------------------------------------------|--------|--|
| Additional charge for shirts larger than: _____ size                      | No     |  |
| Additional charge for pants larger than: _____ size                       | No     |  |
| Insurance Protection - Per employee                                       | \$1.44 |  |
| Hypoallergenic detergent used in cleaning of uniforms and other supplies? | No     |  |
| Additional charge for using Hypoallergenic detergent                      | N/A    |  |

PREFERENCE TO KENTUCKY BIDDERS:

|                                               |     |  |
|-----------------------------------------------|-----|--|
| State Bidder is Resident                      | Yes |  |
| If Not KY Resident - Preference given         | N/A |  |
| Addition Reciprocal Preference for KY Bidders | N/A |  |

REQUIRED DOCUMENTS:

|                                          |              |  |
|------------------------------------------|--------------|--|
| 1. Bid Bond - \$5,000                    | Yes          |  |
| 2. Compliance with Tech Specs form       | Yes          |  |
| 3. Exceptions of Non-Compliance Attached | Yes          |  |
| 4. Certifications Signed and Notarized   | Yes          |  |
| 5. References                            | Yes          |  |
| 6. Proposed Written Schedule             | Yes          |  |
| 7. Additonal Information                 |              |  |
| Facility Location:                       | Mayfield, Ky |  |

|                                  |     |  |
|----------------------------------|-----|--|
| RESPONSIVE & RESPONSIBLE BIDDER: | Yes |  |
| EVALUATION SCORE:                | 100 |  |

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 13, 2025

**Short Title:** Purchase radios for use by the fire department and 911 for use on the new radio system in an amount of \$255,025.98 - **D. DENTON**

**Category:** Municipal Order

**Staff Work By:** Steve Kyle, David Denton, Ariana Kitty  
**Presentation By:** david denton

**Background Information:** As a result of replacing the radio system, new radios are being purchased to be used on the new system. This purchase is for radios to be used by the fire department and 911 Communications Center. This will complete the fire department's need to purchase radios to be operational on the new system. The purchase is broken down by \$192,951.68 for Fire and \$62,074.30 for 911. Total Purchase \$255,025.98

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

If yes, please list the Commission Priority: 911 Upgrade

**Communications Plan:**

**Funds Available:** Account Name: Project: City-Wide Radio Purchase, Equipment Communication  
Equipment Communication

Account Number: EQ0036 20004001-542130  
20004001-542130

**Staff Recommendation:** Purchase radios

**Attachments:**

1. MO agree – Communications International – Fire Department and 911 Radios
2. Paducah 911 Radios 5-1-25
3. CI -second quote



MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF RADIOS AND ACCESSORIES FROM COMMUNICATIONS INTERNATIONAL IN THE TOTAL AMOUNT OF \$255,025.98 TO BE USED BY THE PADUCAH FIRE DEPARTMENT AND 911 COMMUNICATIONS CENTER

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

SECTION 1. The City Commission hereby authorizes the purchase of radios and accessories from Communications International in the amount of \$255,025.98 for use by the Fire Department and 911 Communications Center.

SECTION 2. This expenditure will be paid from the City-Wide Radio Purchase, Equipment Communication – Account Number EQ0036 and 2000-4001-542130.

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 13, 2025  
Recorded by Lindsay Parish, City Clerk, May 13, 2025  
\mo\agree – Communications International – Fire Department and 911 Radios



COMMUNICATIONS  
INTERNATIONAL

An Employee Owned Company

## Quote

Date: 5/1/2025

Valid Until

Quote #:

City of Paducah 911  
Ariana Kitty, Director

P25 Mobile & Portable Radios  
under contract 2023-01

### **Presented by:**

Wayne Farro, Regional Account  
Manager

| Item | Unit Price | Qty | Extended Price | Discount % | Discounted Price |
|------|------------|-----|----------------|------------|------------------|
|------|------------|-----|----------------|------------|------------------|

| XL-200P Portables                                    |            |     |                |            |                  |
|------------------------------------------------------|------------|-----|----------------|------------|------------------|
|                                                      |            |     |                |            |                  |
| Item                                                 | Unit Price | Qty | Extended Price | Discount % | Discounted Price |
|                                                      |            |     |                |            |                  |
| PORTABLE,XL-200P,7/8,FKP,Hi Vis Grn,US,NA            | \$3,950.00 | 10  | \$39,500.00    | 26%        | \$29,230.00      |
| SERVICE ASSIST, EXT WARRANTY 3YR, XL185P             | \$220.00   | 10  | \$2,200.00     | 100%       | No Charge        |
| FEATURE,PROFILE OTAP OVER-THE-AIR PRGM               | \$395.00   | 10  | \$3,950.00     | 100%       | No Charge        |
| OPERATION,LOAD NIFOG PERSONALITY                     | \$0.01     | 10  | \$0.10         | 100%       | No Charge        |
| FEATURE,P25 PHASE 2 TDMA                             | \$275.00   | 10  | \$2,750.00     | 100%       | No Charge        |
| FEATURE, ENCRYPTION LITE                             | \$0.01     | 10  | \$0.10         | 100%       | No Charge        |
| FEATURE, SINGLE-KEY AES ENCRYPTION                   | \$0.01     | 10  | \$0.10         | 100%       | No Charge        |
| FEATURE,SINGLE-KEY DES ENCRYPTION                    | \$0.01     | 10  | \$0.10         | 100%       | No Charge        |
| FEATURE PACKAGE,P25 TRUNKING                         | \$1,600.00 | 10  | \$16,000.00    | 26%        | \$11,840.00      |
| FEATURE,PACKAGE,ALL BANDS,V+U+7/800                  | \$1,650.00 | 10  | \$16,500.00    | 26%        | \$12,210.00      |
| BATTERY,LI-ION,3100 MAH                              | \$175.00   | 10  | \$1,750.00     | 26%        | \$1,295.00       |
| ANTENNA,FLEX,HELICAL,136-870 MHZ                     | \$125.00   | 10  | \$1,250.00     | 26%        | \$925.00         |
| CHARGER, SINGLE BAY +                                | \$250.00   | 10  | \$2,500.00     | 26%        | \$1,850.00       |
| BELT CLIP,METAL                                      | \$35.00    | 10  | \$350.00       | 26%        | \$259.00         |
| Speaker Microphone, EMER Button, 2.5mm               | \$255.00   | 0   | \$0.00         | 26%        | \$0.00           |
| BATTERY,LI-ION,3100 MAH-SPARE                        | \$175.00   | 10  | \$1,750.00     | 26%        | \$1,295.00       |
| PKG, 1 BEON XL RADIO LICENSE                         | \$365.00   | 10  | \$3,650.00     | 26%        | \$2,701.00       |
| Portable Profile Development & Programming           | \$46.93    | 10  | \$469.30       | 0%         | \$469.30         |
| TOTAL                                                |            |     |                |            | \$62,074.30      |
| Subject to terms and conditions of contract #2023-01 |            |     |                |            |                  |

## Subscriber Accessories & Options

### XL-185 & 200 Portable Accessories

|                                               |    |          |   |    |          |     |
|-----------------------------------------------|----|----------|---|----|----------|-----|
| BELT LOOP, LEATHER, PREMIUM                   | \$ | 60.00    | 1 | \$ | 44.40    | 26% |
| SPEAKER MIC, 500F, XL-200P                    | \$ | 399.00   | 1 | \$ | 295.26   | 26% |
| SPKR MIC, XL XTRM, XL200P, GRN                | \$ | 750.00   | 1 | \$ | 555.00   | 26% |
| SPKR MIC, XL XTRM, XL200P, BLK                | \$ | 750.00   | 1 | \$ | 555.00   | 26% |
| CASE, LEATHER, PREM, BELT LOOP, D-SWIVEL, LTE | \$ | 175.00   | 1 | \$ | 129.50   | 26% |
| KIT, CASE, LTHR, NO DPOST, RINGS, STRAP, PREM | \$ | 195.00   | 1 | \$ | 144.30   | 26% |
| CASE, LEATHER, PREMIUM, SHOULDER STRAP, LTE   | \$ | 200.00   | 1 | \$ | 148.00   | 26% |
| CASE, NYLON, TAN, MOLLE STRAP                 | \$ | 75.00    | 1 | \$ | 55.50    | 26% |
| CASE, NYLON, BLACK, MOLLE STRAP               | \$ | 75.00    | 1 | \$ | 55.50    | 26% |
| CASE, NYLON, BLK HDW, BELT LOOP, D-SWIVEL     | \$ | 80.00    | 1 | \$ | 59.20    | 26% |
| BELT CLIP, METAL                              | \$ | 30.00    | 1 | \$ | 22.20    | 26% |
| SPEAKER MIC, 500F, XL-185P                    | \$ | 399.00   | 1 | \$ | 295.26   | 26% |
| SPKR MIC, XL XTRM, XL185P, GRN                | \$ | 750.00   | 1 | \$ | 555.00   | 26% |
| SPKR MIC, XL XTRM, XL185P, BLK                | \$ | 750.00   | 1 | \$ | 555.00   | 26% |
| SKULL MIC, W/BODY PTT & EARCUP, XL-185P       | \$ | 825.00   | 1 | \$ | 610.50   | 26% |
| THROAT MIC, W/ACOUSTIC TUBE & BODY PTT        | \$ | 650.00   | 1 | \$ | 481.00   | 26% |
| THROAT MIC, W/ACOUSTIC TUBE, BODY&RING PTT    | \$ | 600.00   | 1 | \$ | 444.00   | 26% |
| HEADSET, TACTICAL, BOOM MIC, EARPiece, W/PTT  | \$ | 650.00   | 1 | \$ | 481.00   | 26% |
| HEADSET, HEAVY DUTY, BTH, W/PTT, XL-185P      | \$ | 600.00   | 1 | \$ | 444.00   | 26% |
| HEADSET, HEAVY DUTY, OTH, W/PTT, XL-185P      | \$ | 600.00   | 1 | \$ | 444.00   | 26% |
| HEADSET, IN-EAR, BOOM MIC, IN-LINE PTT        | \$ | 650.00   | 1 | \$ | 481.00   | 26% |
| HEADSET, LTWT, OTH, SINGLE EAR, IN-LINE PTT   | \$ | 650.00   | 1 | \$ | 481.00   | 26% |
| HEADSET, LTWT, BTH, DUAL EAR, IN-LINE PTT     | \$ | 650.00   | 1 | \$ | 481.00   | 26% |
| HEADSET, LTWT, BTH, DUAL EAR, PIGTAIL PTT     | \$ | 650.00   | 1 | \$ | 481.00   | 26% |
| HEADSET, LTWT, BTH, DUAL IN-EAR, IN-LINE PTT  | \$ | 650.00   | 1 | \$ | 481.00   | 26% |
| HEADSET, LTWT, BTH, DUAL IN-EAR, PIGTAIL PTT  | \$ | 650.00   | 1 | \$ | 481.00   | 26% |
| ANTENNA, 1/4 WAVE, DUAL-BAND, 762-944MHZ      | \$ | 50.00    | 1 | \$ | 37.00    | 26% |
| ANTENNA, 1/2 WAVE, DUAL-BAND, 762-944MHZ      | \$ | 50.00    | 1 | \$ | 37.00    | 26% |
| BATTERY, LI-ION, HI-CAPACITY, 4800MAH         | \$ | 175.00   | 1 | \$ | 129.50   | 26% |
| CHARGER, 6-BAY, XL-185P                       | \$ | 895.00   | 1 | \$ | 662.30   | 26% |
| CHARGER, 12BAY, LITHIUM, XL                   | \$ | 895.00   | 1 | \$ | 662.30   | 26% |
| ENH VEH CHGR, XL, STANDARD                    | \$ | 1,499.00 | 1 | \$ | 1,109.26 | 26% |
| ENH VEH CHGR, XL, HAZLOC                      | \$ | 1,499.00 | 1 | \$ | 1,109.26 | 26% |
| Power Products XL-185/200P 5000 MAH Battery   | \$ | 195.00   | 1 | \$ | 137.45   |     |

### XL-45 & 95 Portable Accessories

|                                            |    |        |   |    |        |     |
|--------------------------------------------|----|--------|---|----|--------|-----|
| BELT LOOP, LEATHER, PREMIUM                | \$ | 60.00  | 1 | \$ | 44.40  | 26% |
| CASE, LEATHER, W/BELT LOOP, XL-45          | \$ | 130.00 | 1 | \$ | 96.20  | 26% |
| CASE, LEATHER, W/SHOULDER STRP, XL-45      | \$ | 100.00 | 1 | \$ | 74.00  | 26% |
| CASE, BLACK NYLON, W/BELT LOOP, XL-45      | \$ | 80.00  | 1 | \$ | 59.20  | 26% |
| CASE, NYLON, TACTICAL GREEN, MOLLE STRAP   | \$ | 75.00  | 1 | \$ | 55.50  | 26% |
| STRAP, LEATHER RETAINING, XL-45            | \$ | 15.00  | 1 | \$ | 11.10  | 26% |
| BELT CLIP, STANDARD, XL-45                 | \$ | 20.00  | 1 | \$ | 14.80  | 26% |
| BELT LOOP, LEATHER WITH SWIVEL             | \$ | 35.00  | 1 | \$ | 25.90  | 26% |
| SPEAKER MIC                                | \$ | 175.00 | 1 | \$ | 129.50 | 26% |
| SPEAKER MIC, COILED                        | \$ | 160.00 | 1 | \$ | 118.40 | 26% |
| SPEAKER MIC, RUGGED, COILED, HI-VIS        | \$ | 285.00 | 1 | \$ | 210.90 | 26% |
| SPEAKER MIC, WIRELESS, BLUETOOTH, ADVANCED | \$ | 299.00 | 1 | \$ | 221.26 | 26% |
| CASE, LEATHER, W/BELT LOOP, XL-95          | \$ | 130.00 | 1 | \$ | 96.20  | 26% |
| CASE, LEATHER, W/SHOULDER STRP, XL-95      | \$ | 100.00 | 1 | \$ | 74.00  | 26% |
| CASE, BLACK NYLON, W/BELT LOOP, XL-95      | \$ | 80.00  | 1 | \$ | 59.20  | 26% |
| CASE, NYLON, TACTICAL GREEN, MOLLE STRAP   | \$ | 75.00  | 1 | \$ | 55.50  | 26% |
| STRAP, LEATHER RETAINING, XL-95            | \$ | 15.00  | 1 | \$ | 11.10  | 26% |
| BELT CLIP, STANDARD, XL-95                 | \$ | 20.00  | 1 | \$ | 14.80  | 26% |
| BELT LOOP, LEATHER WITH SWIVEL             | \$ | 35.00  | 1 | \$ | 25.90  | 26% |
| Power Products XL-45/95P 4100 MAH Battery  | \$ | 160.00 | 1 |    | 99.85  |     |











# Quote

Date: 4/21/2025  
Valid Until: 7/21/2025  
Quote #:  
Customer ID:

| Customer                                                                                                             | Project Description                                                                                              |
|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Paducah Fire Department<br>Deputy Chief David Denton<br>301 Washington Street<br>Paducah, KY 42003<br>(270) 210-3882 | P25 Portable & Mobile Radios<br>under Contract 2023-01<br><br><b>Presnted by:</b><br>Wayne Farro<br>615-970-1642 |

| Description                                | Unit List Price | QTY | Ext List Price | Disc % | Extended Contract Price |
|--------------------------------------------|-----------------|-----|----------------|--------|-------------------------|
| PORTABLE, XL-45P, 7/800 MHZ, PH1, GRAY     | \$2,300.00      | 10  | \$23,000.00    | 26%    | \$17,020.00             |
| SERVICE ASSIST, EXT WARRANTY 3YR, XL45P    | \$200.00        | 10  | \$2,000.00     | 100%   | No Charge               |
| OPERATION,LOAD NIFOG PERSONALITY           | \$0.01          | 10  | \$0.10         | 100%   | \$0.07                  |
| FEATURE,PROFILE OTAP OVER-THE-AIR PRGM     | \$350.00        | 10  | \$3,500.00     | 100%   | No Charge               |
| FEATURE,P25 PHASE 2 TDMA                   | \$275.00        | 10  | \$2,750.00     | 100%   | No Charge               |
| FEATURE, ENCRYPTION LITE                   | \$0.01          | 10  | \$0.10         | 26%    | \$0.07                  |
| FEATURE,SINGLE-KEY AES ENCRYPTION          | \$0.01          | 10  | \$0.10         | 26%    | \$0.07                  |
| FEATURE,SINGLE-KEY DES ENCRYPTION          | \$0.01          | 10  | \$0.10         | 26%    | \$0.07                  |
| BATTERY,LI-ION,3100MAH                     | \$155.00        | 10  | \$1,550.00     | 26%    | \$1,147.00              |
| ANTENNA,WHIP,1/2 WAVE,762-870MHZ           | \$50.00         | 10  | \$500.00       | 26%    | \$370.00                |
| BELT CLIP,STANDARD,XL-45                   | \$20.00         | 10  | \$200.00       | 26%    | \$148.00                |
| CHARGER,1-BAY,TRI-CHEMISTRY                | \$170.00        | 10  | \$1,700.00     | 26%    | \$1,258.00              |
| Portable Profile Development & Programming | \$46.93         | 10  | \$469.30       | 0%     | \$469.30                |
|                                            |                 |     |                |        |                         |
| BATTERY,LI-ION,3100MAH                     | \$155.00        | 10  | \$1,550.00     | 26%    | \$1,147.00              |
| ANTENNA,WHIP,1/2 WAVE,762-870MHZ           | \$50.00         | 2   | \$100.00       | 26%    | \$74.00                 |
| BELT CLIP,STANDARD,XL-45                   | \$20.00         | 4   | \$80.00        | 26%    | \$59.20                 |
|                                            |                 |     |                |        |                         |
| MOBILE, XL-85M, 700/800 MHZ                | \$ 2,500.00     | 27  | \$67,500.00    | 26%    | \$49,950.00             |
| SERVICE ASSIST, EXT WARRANTY 3YR, XL85M    | \$ 275.00       | 27  | \$7,425.00     | 100%   | No Charge               |
| FEATURE P25 OTAP PROFILE                   | \$ 395.00       | 27  | \$10,665.00    | 100%   | No Charge               |
| FEATURE, SINGLE-KEY DES ENCRYPTION         | \$ 0.01         | 27  | \$0.27         | 26%    | \$0.20                  |
| FEATURE, SINGLE-KEY AES ENCRYPTION         | \$ 0.01         | 27  | \$0.27         | 26%    | \$0.20                  |
| FEATURE, PHASE 2 TDMA                      | \$ 275.00       | 27  | \$7,425.00     | 100%   | No Charge               |
| FEATURE, MDC-1200                          | \$ 20.00        | 27  | \$540.00       | 100%   | No Charge               |
| FEATURE, SINGLE BAND, 7/800                | \$ 0.01         | 27  | \$0.27         | 26%    | \$0.20                  |
| FEATURE PACKAGE, P25 TRUNKING              | \$ 1,200.00     | 27  | \$32,400.00    | 26%    | \$23,976.00             |
| MICROPHONE, XL, STANDARD MOBILE            | \$ 105.00       | 27  | \$2,835.00     | 100%   | No Charge               |
| ANTENNA, ELEMENT, 700/800 3DB              | \$ 100.00       | 27  | \$2,700.00     | 26%    | \$1,998.00              |

|                                                |             |    |              |      |             |
|------------------------------------------------|-------------|----|--------------|------|-------------|
| ANTENNA, BASE, STD ROOF MOUNT LOW LOSS         | \$ 80.00    | 27 | \$2,160.00   | 26%  | \$1,598.40  |
| SPEAKER, EXTERNAL, MOBILE                      | \$ 60.00    | 27 | \$1,620.00   | 26%  | \$1,198.80  |
| KIT, MOUNTING XL-85 MOBILE UNIVERSAL           | \$ 250.00   | 27 | \$6,750.00   | 26%  | \$4,995.00  |
| CABLE, POWER, XL-CH                            | \$ 87.00    | 27 | \$2,349.00   | 26%  | \$1,738.26  |
| KIT, CONVERSION, XL-85M, REMOTE CTRL HD        | \$ 750.00   | 27 | \$20,250.00  | 26%  | \$14,985.00 |
| Profile Development & Programming              | \$ 57.93    | 27 | \$1,564.11   | 0%   | \$1,564.11  |
| Rear Mount Radio Installation                  | \$755.65    | 27 | \$20,402.55  | 0%   | \$20,402.55 |
| Removal of Existing Radio                      | \$141.09    | 27 | \$3,809.43   | 0%   | \$3,809.43  |
|                                                |             |    |              |      |             |
| MOBILE, XL-85M, 700/800 MHZ                    | \$ 2,500.00 | 5  | \$12,500.00  | 26%  | \$9,250.00  |
| SERVICE ASSIST, EXT WARRANTY 3YR, XL85M        | \$ 275.00   | 5  | \$1,375.00   | 100% | No Charge   |
| FEATURE P25 OTAP PROFILE                       | \$ 395.00   | 5  | \$1,975.00   | 100% | No Charge   |
| FEATURE, SINGLE-KEY DES ENCRYPTION             | \$ 0.01     | 5  | \$0.05       | 26%  | \$0.04      |
| FEATURE, SINGLE-KEY AES ENCRYPTION             | \$ 0.01     | 5  | \$0.05       | 26%  | \$0.04      |
| FEATURE, PHASE 2 TDMA                          | \$ 275.00   | 5  | \$1,375.00   | 100% | No Charge   |
| FEATURE, SINGLE BAND, 7/800                    | \$ 0.01     | 5  | \$0.05       | 26%  | \$0.04      |
| FEATURE PACKAGE, P25 TRUNKING                  | \$ 1,200.00 | 5  | \$6,000.00   | 26%  | \$4,440.00  |
| MICROPHONE, XL-MOBILE, DESKTOP                 | \$ 245.00   | 5  | \$1,225.00   | 26%  | \$906.50    |
| SPEAKER, EXTERNAL, MOBILE                      | \$ 60.00    | 5  | \$300.00     | 26%  | \$222.00    |
| Control Station Power Supply & Antenna Package | \$ 1,944.83 | 5  | \$9,724.15   | 26%  | \$7,195.87  |
| Profile Development & Programming              | \$ 66.93    | 5  | \$334.65     | 0%   | \$334.65    |
| Control Station Installation                   | \$ 1,077.25 | 5  | \$5,386.25   | 0%   | \$5,386.25  |
| Removal of Existing Radio                      | \$ 141.09   | 5  | \$705.45     | 0%   | \$705.45    |
|                                                |             |    |              |      |             |
| SPKR MIC, XL XTRM, NFPA 1802 W/DNG, GRN        | \$ 850.00   | 4  | \$ 3,400.00  | 26%  | \$2,516.00  |
| SPKR MIC, XL XTRM, NFPA 1802 W/DNG, BLK        | \$ 850.00   | 0  | \$ -         | 26%  | \$0.00      |
| ANTENNA,FLEX,HELICAL,XTRM,136-870 MHZ          | \$ 140.00   | 4  | \$ 560.00    | 26%  | \$414.40    |
| BATTERY, LI-ION, XTRM                          | \$ 275.00   | 50 | \$ 13,750.00 | 26%  | \$10,175.00 |
| CHARGER, 6-BAY, PREMIUM, XL-400P               | \$ 945.00   | 5  | \$ 4,725.00  | 26%  | \$3,496.50  |

## TOTAL

**\$192,951.68**

Portable radios include antenna, battery, charger, belt clip.  
 Mobile radios include microphone, mounting kit and antenna.  
 All radios come with a 5-year warranty

Quote subject to terms and conditions of contract 2023-01.

Submit Purchase Order to:

Communications International

2150 15th Ave

Vero Beach, FL 32960

[www.ask4ci.com](http://www.ask4ci.com)



# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 13, 2025

**Short Title:** Approve the Seaman's Church Institute Sublease with Reliant Maritime Solutions, LLC. - **D. JORDAN**

**Category:** Municipal Order

Staff Work  
By: Daron  
Jordan  
Presentation  
By: Daron  
Jordan

**Background Information:** On October 1, 2021, the City of Paducah entered into a lease agreement with Seaman's Church Institute of New York and New Jersey (Lessee) for lease of the property located at 129 Water Street. Said lease allows the Lessee to sublease a portion of the property. Any sublease is subject to the review and approval of the City. Seaman's Church has informed the City that they wish to sublease a portion of the property to Reliant Maritime Solutions. This Municipal Order approves said sublease in accordance with the terms of the current lease between the City and Seaman's Church Institute. The sublease is for three (3) years beginning in May 2025 and ending on March 31, 2028, subject however, to the term of the Lease between SCI and the City, which will expire on September 30, 2026.

**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 Seaman's Church Sublease – Reliant Maritime Solutions
2. Seamens Sublease - Reliant Maritime Solutions
3. Lease Agreement - Seamen's Church Institute - ORD 2021-10-8708

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING SEAMAN’S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY TO ENTER INTO A SUBLEASE WITH RELIANT MARITIME SOLUTIONS, LLC. FOR A PORTION OF THE PROPERTY LOCATED AT 129 WATER STREET

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

SECTION 1. The City Commission hereby authorizes Seaman’s Church Institute of New York and New Jersey to enter into a sublease with Reliant Maritime Solutions, LLC, for a portion of the property located at 128 Water Street, in accordance with the provisions of the Lease between the City of Paducah and Seaman’s Church Institute.

SECTION 2. The sublease is for three (3) years beginning in May 2025 and ending on March 31, 2028, subject however, to the term of the Lease between SCI and the City, which will expire on September 30, 2026.

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 13, 2025  
Recorded by Lindsay Parish, City Clerk, May 13, 2025  
\\mo\Seaman’s Church Sublease – Reliant Maritime Solutions

-----SUBLEASE-----

THIS SUBLEASE made the 25th day of April, 2025 and entered into effective on the 1<sup>st</sup> day of May, 2025, by and between **SEAMEN'S CHURCH INSTITUTE, INC.**, of 50 Broadway, New York City, NY 10004-1607 (hereinafter referred to as "SCI"), and **RELIANT MARITIME SOLUTIONS, LLC.**, of 4490 Lance Walton Road, Paducah, KY 42001 (hereinafter referred to as "RELIANT").

WITNESSETH:

WHEREAS, SCI presently occupies certain real property located at the northwest intersection of Kentucky Avenue and South Water Street in Paducah, Kentucky, under a Lease Agreement with the City of Paducah (hereinafter referred to as the "City"), dated October 1, 2021; and

WHEREAS, said real property is the site on which SCI operates its Center for Maritime Education, a maritime training school and simulator facility; and

WHEREAS, RELIANT desires to acquire and share office space in a portion of the structure not used by SCI for operation of its Center for Maritime Education; and

WHEREAS, this Sublease between RELIANT will enable SCI to more fully perform its purpose and mission.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions set forth herein, SCI and RELIANT do hereby agree as follows:

1. **Demised Premises; Common Areas.** SCI does hereby demise and sublet unto RELIANT the office and workspace in the building located at 129 South Water Street, Paducah, Kentucky (formerly 117 South First Street), as shown on Exhibit A attached hereto (hereinafter referred to as the "Demised Premises.") Space designated RELIANT shall be for the primary

use of RELIANT. Space designated "SCI" shall be retained by SCI for its primary use. RELIANT shall have access to the Demised Premises through the Main Entrance and Grand Lobby shown on Exhibit A. RELIANT will have the non-exclusive right to use the off-street parking areas, sidewalks, landscaped areas, shared entry lobbies and corridors, shared restrooms, and such other areas (outside of the Demised Premises) that SCI or the City may designate from time to time as common areas (hereinafter referred to as the "Common Areas"), subject to all of the terms and conditions of this Sublease.

2. **Term.** The term of this Sublease shall be for approximately three (3) years beginning in May 2025 and ending on March 31, 2028 (herein "Term"), subject however, to the term of the Lease between SCI and the City, which will expire on September 30, 2026. This Sublease will expire at the same time unless the Lease is extended. *If the lease with the City is extended, the terms of this sublease will remain the same until the end of this sublease.* This Sublease may also be extended by mutual agreement, provided SCI's lease with the City has been extended.

3. **Rent.** RELIANT shall pay SCI rent for the Demised Premises in the sum of \$2,500.00 (in advance) beginning with the first payment on May 1, 2025, and each payment thereafter shall be due and payable on the 1<sup>st</sup> day of each subsequent month throughout the Term.

4. **Remodeling and Improvements.** Any remodeling and improvements made by RELIANT with respect to the Demised Premises shall be at the sole cost and expense of RELIANT and shall become the sole property of SCI at the termination of this Sublease. RELIANT shall be responsible, at its sole cost and expense, to ensure that any remodeling or improvements made by it with respect to the Demised Premises meets all applicable state or city fire, electrical or other codes. During the Term, RELIANT shall not cause or permit any

construction or mechanic's liens to be placed against the Demised Premises by any third party, and in the event that any such construction or mechanic's liens are placed against the Demised Premises, RELIANT shall be liable for any such liens and shall indemnify and hold SCI harmless from any financial responsibility upon the amounts claimed in said liens. All remodeling or improvements that RELIANT proposes to make to the Demised Premises shall be subject to the prior written consent of SCI and the City, which shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** RELIANT shall be solely and exclusively responsible for all monthly charges for separately metered electrical, gas, telephone internet and CATV service to the Demised Premises. RELIANT shall also be responsible for all charges for regular cleaning of the Demised Premises.

6. **Use of the Premises.** RELIANT may use the Demised Premises for the operation of its marine business and any other lawful purpose.

7. **Use of Conference Center.** During the Term, SCI will allow RELIANT to use its conference center on a space available basis for as many as 50 participants at the rate of \$500 per day between 8:00 a.m. and 4:00 p.m., or under such terms as otherwise agreed in writing between SCI and RELIANT.

8. **Vacation of the Premises.** RELIANT will pay the rent at the time and in the manner as stated herein, and at the expiration of the Term will peaceably yield to SCI the Demised Premises in as good order and repair as when delivered to it, except damage by fire, casualty, war, insurrection, riot or public disorder, or act upon the part of any government authority, or ordinary wear and tear.

9. **Use and Occupancy.** RELIANT shall commit no waste or damage on or to the Demised Premises; the Demised Premises shall be used for the purposes hereinabove stated;



the Demised Premises shall not be used for any unlawful purpose and no violation of law or ordinance shall be committed thereon; and nothing shall be done or suffered, or any substance kept on the Demised Premises, which will create a nuisance or operate to increase the fire hazard or to cause the insurance rates thereon to be increased. RELIANT will be responsible to secure the Demised Premises at the end of each workday.

10. **Assignments and Subletting.** RELIANT shall not assign or transfer this Sublease or any interest therein, nor sublet any portion of the Demised Premises without the prior written consent of SCI and the City, which shall not be unreasonably withheld, conditioned or delayed.

11. **Abandonment.** If RELIANT shall abandon or vacate the Demised Premises before the end of the Term, or any other event happens entitling SCI to lawfully take possession thereof, SCI may take possession of the Demised Premises and relet the same without such action being deemed an acceptance of a surrender of this Sublease, or in any way terminating RELIANT's liability hereunder, and RELIANT shall remain liable to pay the monthly rent, plus the cost of any expenses incident to SCI's repossession and reletting.

12. **Fire and Unsafe Building.** If the Demised Premises shall be so damaged by fire or other casualty as to be rendered untenable, the rent shall be forthwith abated and SCI or RELIANT may, at its option, declare this Sublease terminated.

13. **Transfer by Operation of Law.** If, by reason of any act or omission on the part of RELIANT, the Demised Premises or any part thereof come into possession of any receiver, assignee, trustee in bankruptcy, sheriff or other officer, by and through any court process, or by operation of law, SCI may, at its option, terminate this Sublease at any time thereafter by notice to RELIANT and may accept rent from such receiver, trustee, assignee, or officer, without affecting or impairing their right to terminate this Sublease at any time thereafter or impairing any other right of SCI under this Sublease.



14. **Rights on Default.** Should RELIANT fail to pay the rent by the tenth (10<sup>th</sup>) day of any month in which the rent is due, RELIANT shall be in default and SCI shall have the option to declare immediately due and payable all the rent then due and thereafter to become due. The failure of SCI to exercise such option at the time of the default shall not operate as a forfeiture or waiver thereof, it being the intent of the parties that such option may be exercised at the election of SCI, irrespective of the passage of time from and after the accrual of the rent. In addition, SCI shall have the option to enter and take possession of the premises and no notice to quit or demand for the premises shall be necessary to recover possession of the same. This option is in addition to and cumulative of the SCI's option to declare this Sublease in default and declare the entire balance of the rent required under this Sublease to be immediately due and payable.¶

In the event RELIANT violates any of the covenants or provisions of this Sublease other than the payment of rent, the violation shall be corrected within thirty (30) days of RELIANT's receipt of notice of such violations from SCI. If the violation is not substantially corrected, or RELIANT is not proceeding diligently to correct the violation within 30 days of notice, SCI shall have the option of entering and taking possession of the Demised Premises without further notice to or demand upon RELIANT and SCI may declare the entire balance of the rent required under this Sublease to be immediately due and payable.¶¶

Upon any default by RELIANT, nothing in this paragraph 14 shall be deemed to require SCI to relet the Demised Premises and mitigate SCI's damages, and the entire unpaid rent under this Sublease shall be immediately due and payable by RELIANT to SCI, and SCI may seek any other remedies available to SCI under applicable law.

15. **RELIANT's Indemnity.** RELIANT shall indemnify and save SCI harmless from all loss, cost and expense arising out of or resulting from injury to any person or property, or any other claims, demands, actions or causes of action, in each case arising out of or resulting from

RELIANT's use or occupancy of the Demised Premises during the Term, except to the extent caused by the negligence or willful misconduct of SCI's employees, agents or contractors. Likewise, RELIANT shall indemnify and save the City harmless from all loss, cost and expense arising out of or resulting from injury to any person or property, or any other claims, demands, actions or causes of action, in each case arising out of or resulting from RELIANT's use or occupancy of the Demised Premises during the Term, except to the extent caused by the negligence or willful misconduct of City's employees, agents or contractors. RELIANT shall carry comprehensive general liability insurance covering its use of the Demised Premises and for property damage liability within limits of liability of not less than \$500,000 per person and not less than \$250,000 for property damage. SCI and the City will be additional insureds in said liability policy, and RELIANT shall have its liability insurance carrier issue a certificate of insurance to SCI and the City.

16. **Quiet Possession.** So long as RELIANT pays its rent and all other charges herein provided, and observes and keeps the covenants, agreements and conditions of this Sublease on its part to be kept, RELIANT shall lawfully and quietly hold, occupy and enjoy the Demised Premises during the Term without interference by SCI, except as may be reasonably necessary for SCI to enforce any of its rights under this Sublease.

17. **Signage.** RELIANT shall be entitled to affix signage indicating its presence to the designated space on the exterior of the building and to the exterior doors of the Demised space, subject to the approval of SCI. All signage shall be removed upon the expiration or earlier termination of this Sublease and RELIANT shall repair any damage to either or both of the property and Premises caused by, or resulting from such removal.

18. **Maintenance and Repairs.** RELIANT, at its sole cost and expense, shall keep and maintain the Demised Premises in good condition and repair, ordinary wear and tear expected,

which obligations of RELIANT shall include the maintenance, repair and replacement of all interior surfaces of exterior walls and demising walls; interior walls, moldings, partitions and ceilings; carpeting; non-structural interior components; interior windows, plate glass and doors; kitchen or break-room fixtures, appliances and equipment; standard light bulbs, tubes, ballasts and starters; pest control; and RELIANT's personal property and equipment.

SCI shall keep and maintain, or cause the City to keep and maintain, as provided in the Lease Agreement between SCI and City, the following portions of the building in which the Demised Premises are located (hereinafter referred to as the "Building") in good condition and repair, ordinary wear and tear expected: exterior surfaces of the exterior walls and roof of the Building; structural integrity of the footings, foundation, slabs, floors, columns, exterior walls, roof and other structural elements of the Building; exterior doors, windows and plate glass of the Building; standard electrical, lighting, mechanical, plumbing, heating and air conditioning systems, facilities, fixtures and components serving the Demised Premises and the Building; standard light bulbs, tubes, ballasts and starters; demising walls installed by SCI or the City inside the Building; and the Common Areas.

19. **Insurance on Contents.** RELIANT shall carry, at RELIANT's expense, casualty insurance covering all risks of loss to its personal property, furniture, equipment, improvements, and other insurable personal property in amounts not less than the replacement cost of such property. Neither SCI nor the City shall have any liability for damage to RELIANT personal property, furniture, equipment, or improvements, except to the extent caused by the negligence or willful misconduct of SCI or the City or their employees, contractors or agents.

20. **Taxes.** RELIANT shall be responsible for any tangible or intangible personal property taxes on WRHS assets that are located on the Demised Premises.



21. **Lease Acceptance and Attornment** RELIANT represents and warrants that it has read the Lease Agreement dated October 1, 2021 between the City and SCI, and RELIANT accepts those terms, covenants, provisions, and conditions of said Lease as would be applicable to its occupancy as a Sublessee, including all default and term provisions, except to the extent modified by this Sublease. Further, RELIANT agrees to attorn to City as its Lessor in the event SCI's lease rights shall terminate.

22 **Holdover**. If RELIANT shall, with the consent of SCI, holdover after the expiration or sooner termination of this Sublease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, RELIANT shall pay SCI the rental agreed upon, and shall continue to be bound by all of the provisions of this Sublease. Such holding period may be terminated by either party upon 30 days written notice of intent to terminate.

23. **Notices**. Any notice, demand or communication, whether intended for SCI or RELIANT shall be in writing, and may be served or delivered in person, or by prepaid U.S. Certified Mail, fax or e-mail to the address of the applicable party as listed on this Sublease. These address are as follows:

**SCI-** Seamen's Church Institute, Inc.  
50 Broadway  
New York, NY 10004-1607  
Fax: (212)349-7106  
Email: [loneal@seamenschurch.org](mailto:loneal@seamenschurch.org)

**RELIANT-** Reliant Maritime Solutions, LLC.  
4490 Lance Walton Road  
Paducah, KY 42001  
Fax:  
Email:

24. **Waiver**. No waiver by SCI of any breach of the terms and conditions hereof by RELIANT shall operate or be construed to affect any other breach of such terms and conditions.

No delay or omission on the part of SCI to exercise any right or power accorded to it under the terms hereof shall impair any such right or power or shall be construed to be a waiver of its privileges to exercise any such right or power, and any such right or power may be exercised from time to time as often as it may be deemed expedient.

25. **Entire Agreement.** Any prior agreements between the parties are deemed terminated and superseded by this Sublease. This Sublease contains all the terms and conditions and understandings between the parties. None of the provisions of this Sublease may be changed, modified or waived except in writing, properly executed by both parties.

26. **Applicable Law.** This Sublease shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky and not the law of conflicts, and jurisdiction and venue regarding any disputes related to this Agreement shall be in the state or federal courts located in McCracken County, Kentucky.

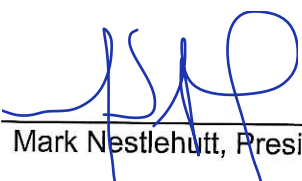
27. **Binding Effect.** This Sublease shall be binding upon and shall inure to the benefit of the parties, their heirs, successors, and assigns.

28. **Condition Precedent.** This Sublease is subject to the condition precedent that the City of Paducah must approve this Sublease, and it shall be null and void in the absence of such approval.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease on the day and year first above written.

**SCI:**

**SEAMEN'S CHURCH INSTITUTE, INC.**

BY: 

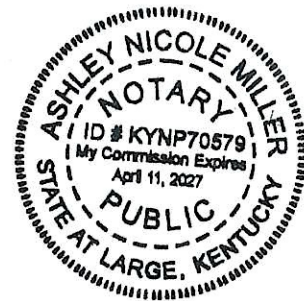
Mark Nestlehutt, President

**RELIANT:**

**RELIANT MARITIME SOLUTIONS, LLC.**

BY: \_\_\_\_\_

Jeremy S. Tardy, Co-Founder &  
President



STATE OF NEW YORK

)  
: ss.

COUNTY OF NEW YORK

)

Subscribed, sworn to and acknowledged before me by **SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC.,** by and through its duly authorized President, **REV. MARK NESTLEHUTT** on this the 30 day of April, 2025.

My commission expires: 2/22/2027

*Patrick J. Tomchuk*  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)

: ss.

COUNTY OF MCCracken

)

Subscribed, sworn to and acknowledged before me by **RELIANT MARITIME SOLUTIONS, LLC,** by and through its duly authorized Co-Founder and President, **JEREMY S. TARDY,** on this the 28 day of April, 2025.

My commission expires: Apr: 11, 2027

*Ashtley Nicole Miller*  
NOTARY PUBLIC

## LEASE AGREEMENT

THIS LEASE AGREEMENT, is entered into by and between the CITY OF PADUCAH, KENTUCKY ("Lessor") and SEAMAN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC. ("Lessee") as of the 1<sup>st</sup> day of October, 2021. This Agreement shall supersede and replace all prior lease agreements entered into by and between the parties for the lease of the subject Premises.

### WITNESSETH:

WHEREAS, Lessor is the owner of various buildings located at 129 Water Street (formerly 117 South First Street); and

WHEREAS, Lessee currently leases portions of said property for the purpose of operating maritime simulator facility/training school;

WHEREAS, it is now the express intent of the parties hereto to enter into a new lease, the terms of which will supersede and replace the terms of all prior lease agreements entered into between the parties;

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions herein set forth and contained, Lessor and Lessee contract and agree as follows:

### ARTICLE I PREMISES - USE

1.1 Leased Premises. Lessor hereby leases, demises and lets unto Lessee and Lessee hereby leases and lets from Lessor the tract of real property, together with all improvements, generally located between Water Street and Maiden Alley and Broadway Street and Kentucky Avenue, consisting of approximately 40,042 square feet, as further described on Exhibit A hereto, all of which is hereinafter referred to as the "Premises". The parties agree that Lessee shall occupy approximately 20,041 square feet of the Premises, with the remaining portion being sublet by Lessee in accordance with Article IV.

1.2 Condition of Premises. Lessee has inspected the Premises and has found the same to be in good condition and repair. Subject to Lessor's repair and maintenance obligations hereunder, Lessee shall accept the Premises "AS IS."

1.3 Use of Premises. The Premises shall be occupied and used by the Lessee as a maritime simulator facility/training school, for such other uses as may further the nonprofit religious and educational purposes and objectives of the Seamen's Church Institute, or for any other lawful use as may be approved by Lessor. Lessee shall have the right to sublease certain portions of the Premises to the River Heritage Museum d/b/a River Discovery Center and Paducah Film Society d/b/a Maiden Alley Cinema for use as a museum and a cinema. The



Premises shall not be used for any other purpose without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

1.4 Compliance with Law. Lessee covenants that any, every, and all uses of the Premises hereunder shall comply with all applicable federal, state, and local laws. Lessor covenants that as of the date possession is granted to Lessee, the premises are in full compliance with all applicable federal, state and local laws and regulations.

1.5 Date of Possession. Lessee shall be entitled to possession of the Premises on the Commencement Date, as identified below.

1.6 Quiet Enjoyment. Lessor warrants that it has good and marketable title to the premises in fee simple absolute, unencumbered. It shall be an express condition of Lessee's obligation to perform hereunder that, prior to the effective date of this lease either (a) any mortgage of the premises by Lessor shall be subordinated to Lessee's interest under this lease by execution of a subordination agreement in a form satisfactory to Lessee; or (b) the mortgagee shall have furnished to Lessee a nondisturbance agreement in recordable form reasonably satisfactory to Lessee.

Lessor covenants that upon Lessee's timely payment of the rent and performance of the terms, covenants and conditions to be performed by it hereunder, Lessee shall peaceably and quietly have, hold and enjoy the premises during the term subject to the terms hereof.

1.7 Local Land Use Law. Lessor warrants that the Lessee's intended use of the premises as a maritime simulator facility and training school is a permitted use under applicable zoning and land use regulations. Lessor shall indemnify Lessee and hold Lessee harmless for any loss arising from any claim that (a) the intended use of the premises is not permitted under such regulations, or (b) this lease constitutes a subdivision violation under KRS Chapter 100.

## ARTICLE II LEASE TERM

2.1 Primary Term. The primary term of this Agreement shall commence on October 1, 2021 ("Commencement Date") and continue for a period of five (5) years, unless otherwise terminated as provided herein.

2.2 Renewal Terms. Provided Lessee is not in default and this Agreement is otherwise in full force and effect, this Agreement shall automatically renew upon the terms and conditions set forth herein for one (1) successive renewal term of (5) years, unless either party shall deliver to the other party written notice of its intent not to renew at least sixty (60) days prior to the expiration of the primary term or first renewal term as the case may be.

### ARTICLE III RENTALS

3.1 Rentals. Lessee agrees to pay to Lessor as annual rental Three and 00/100 Dollars (\$3.00) per square foot of Premises which is actually occupied by Lessee (currently 20,041 square feet), for a total annual rental of \$60,123.00. Annual rentals shall be paid in monthly installments of Five Thousand Ten and 25/100 Dollars (\$5,010.25) with the first monthly installment to be paid on or before the Commencement Date, and with successive monthly installments to be paid on or before the first day of each month.

### ARTICLE IV SUBLESSEES

4.1 Sublessees. Lessee currently sublets rent-free approximately 10,856 square feet of the premises to the River Heritage Museum d/b/a River Discovery Center and approximately 5,485 square feet to Paducah Film Society d/b/a Maiden Alley Cinema. In addition to the subleases with the River Heritage Museum and Maiden Alley Cinema, Lessee may sublet a portion of the premises to other sublessees. However, in the event that Lessee receives rentals from its sublessees in an amount that exceeds Lessee's monthly rental payment as determined under Section 3.1 (\$5,010.25), all excess amounts shall be split equally between Lessee and Lessor.

Any sublease which is executed by Lessee shall be subject to the review and approval of Lessor. All sublessees shall agree to abide by the terms and conditions contained herein and to comply with any and all applicable state, local, and federal law.

### ARTICLE V MAINTENANCE, REPAIRS, AND IMPROVEMENTS

5.1 Maintenance and Repair. Except as otherwise set forth herein, Lessee shall at its costs keep the Premises in good condition and repair. Additionally, Lessee shall at its cost keep all improvements constructed upon the Premises in good condition and repair. Lessee shall also keep the entire leased Premises and improvements clear, orderly, and free of debris and waste materials. In particular, Lessee shall remove from the Premises and improvements as soon as reasonably possible all garbage, trash, and any and all other waste materials and by-products from its business, and shall at all times keep the leased Premises and improvements in a clean and sanitary condition.

Lessor shall at its cost keep the roof in a good and watertight condition and perform all necessary maintenance thereto. Lessor shall be responsible for Major Repairs to the HVAC, sprinkler system, water heaters, and plumbing. Major Repairs are defined as repairs or replacements of the HVAC system, water heaters, and/or plumbing the cumulative cost of which in a given year of this lease (from October 1 to September 30) exceeds \$7,500.00. Any dispute regarding a Major Repair which cannot be resolved by the administrative staff of the Lessor and Lessee will be decided unilaterally by the Paducah City Commission. Lessor shall be responsible for maintenance and repair of the electrical system from the service transformer to Lessee's

meter. Lessee shall be responsible for all other portions of the electrical system on the premises.

All repairs, replacements, maintenance, and restoration required hereunder shall be promptly commenced and diligently prosecuted to completion. All repairs and replacements shall be made in a good and workmanlike manner, and the responsible party shall use materials at least equal in quality to the replaced materials when new.

5.2 Utilities and Services. Lessee shall be responsible for servicing the Premises and the improvements constructed thereon with all utilities that Lessee may desire and Lessee shall be responsible for all monthly charges for the utilities which are provided to the Premises, including water, gas and electricity. Lessee shall fully indemnify and save Lessor harmless from and against any and all liability for any such costs or charges. Lessee shall promptly pay all monthly charges as the same become due.

5.3 Notice and Submission of Plans for Improvements. Lessee may make, or cause to be made, on the herein leased Premises such improvements as may be necessary or appropriate in connection with the carrying on and efficient operation of Lessee's business, subject to the reasonable approval of the Lessor. Prior to the commencement of any construction at or upon the Premises, Lessee shall first cause Lessor to be given written notice of the nature and extent of the specific improvements to be undertaken.

5.4 Signs. Lessee shall be entitled to erect, maintain, and install upon the Premises identification and advertising signs appropriate to its business and use of the premises.

## ARTICLE VI LIEN CLAIMS

6.1 Lien Claims. Lessee hereby covenants to unconditionally indemnify Lessor against and save them harmless from any and all lien claims of any nature whatsoever arising out of the use and occupancy of the Premises and the improvements located thereon or in any manner connected with the construction, installation, erection, maintenance, and/or repair of any improvements, facilities and/or equipment and fixtures effectuated by Lessee, or its sublessees on or about the Premises and Lessee further agrees that it shall, in the event of any such liens are filed to forthwith effect the removal and/or satisfaction thereof. At the request of Lessor, Lessee shall furnish Lessor with written proof of payment of any item which would or might constitute the basis for such lien if not paid.

## ARTICLE VII RIGHT TO RESTORE OR REPAIR

7.1 Lessee's Right to Repair. In the event that Lessor fails to promptly effectuate any repair or maintenance it has assumed herein within a reasonable time from when such need arose, or to timely pay and satisfy any cost or expense relating thereto, Lessee may, at its option, and in addition to any other remedy Lessee may have, effectuate such restoration or repair or maintenance, or pay and satisfy the costs and expenses, with all costs of such restoration, repair, maintenance or payments made to be the sole responsibility of Lessor. Upon demand, Lessor

shall pay promptly to Lessee all costs incurred for such repair, maintenance or payments made for same. Any unpaid cost and expense incurred by Lessee shall accrue interest at the legal rate of eight percent (8%).

7.2 Lessor's Right to Repair. In the event that Lessee fails to promptly effectuate any repair or maintenance it has assumed herein within a reasonable time from when such need arose, or to timely pay and satisfy any cost or expense relating thereto, Lessor may, at its option, and in addition to any other remedy Lessor may have, effectuate such restoration or repair or maintenance, or pay and satisfy the costs and expenses, with all costs of such restoration, repair, maintenance or payments made to be the sole responsibility of Lessee. Upon demand, Lessee shall pay promptly to Lessor all costs incurred for such repair, maintenance or payments made for same. Any unpaid cost and expense incurred by Lessor shall accrue interest at the legal rate of eight percent (8%).

## ARTICLE VIII INSURANCE AND INDEMNIFICATION

### 8.1 Insurance.

- (a.) Lessee shall maintain fire and casualty insurance on the leased Premises and the improvements located thereon in an amount of not less than the replacement values of same as reasonably determined by the Lessor, which coverage shall insure the Lessor as its interest may appear. If Lessee disagrees with the replacement value as determined by Lessor, Lessee may request that an insurance appraisal be performed on the leased premises and the improvements. If the replacement value as determined by the insurance appraisal is equal to or greater than the replacement value determined by Lessor, then Lessee shall pay the expense of the appraisal. Otherwise, Lessor shall bear the expense of the appraisal and Lessee shall be required to maintain fire and casualty insurance in the amount of the replacement value as determined by the insurance appraisal.
- (b.) Lessee also shall maintain comprehensive general liability coverage covering the leased Premises and improvements located thereon, under which the Lessor will be held harmless and named as a loss payee, stipulating limits of liability of not less than One Million Dollars (\$1,000,000.00) for an accident affecting any one person, Two Million Dollars (\$2,000,000.00) per aggregate, and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. Lessee shall also provide adequate and sufficient workers' compensation coverage at statutory limits.
- (c.) The coverage to be provided hereunder shall be in such form and amounts as are acceptable to Lessor and with such insurers as may be satisfactory to the Lessor and shall name the Lessor and the Lessee as named insureds as their respective interests may appear. Such policies shall contain a provision whereby they cannot be canceled except after thirty (30) days' written notice to the Lessor. The Lessee hereby agrees that, in the event of Lessee's failure to pay any premiums for

such insurance, the Lessor may do so and be immediately reimbursed by the Lessee. Any unpaid cost and expense incurred by Lessor for any premium shall accrue interest at the legal rate of eight percent (8%).

- (d.) Certificates evidencing the herein referenced insurance coverage which Lessee shall be responsible for shall be furnished to the Lessor upon Lessor's reasonable request.

**8.2 Indemnification.** Lessee hereby releases and discharges Lessor from and shall fully protect, indemnify and keep and save Lessor harmless from any and all costs, charges, expenses, penalties and damages imposed for the violation of any law or regulation of the United States, or the Commonwealth of Kentucky or McCracken County, incurred by any act or omission of Lessee or Lessee's representatives, assigns, agents, servants, employees, licensees, invitees, and any other person or persons occupying under Lessee; and Lessee shall further protect, fully indemnify and save forever harmless Lessor from any and all claims, liability, costs, damage and expense, incident to injury (including injury resulting in death) of persons or damage to or destruction of property incident to, arising out of or in any way connected with Lessee's (and the others as herein referenced) use and occupancy or right of use and occupancy of the Premises, and the improvements located thereon, whether by omission or commission and irrespective of exclusive or nonexclusive rights therein, including but not limited to the operation of Lessee's business, the construction, erection, installation, existence, repair, maintenance, alteration and/or demolition of any improvements, facilities and/or equipment or the conduct of any other activities.

Lessor hereby releases and discharges Lessee from and shall fully protect, indemnify and keep and save Lessee harmless from any and all costs, charges, expenses, penalties and damage imposed for the violation of any law or regulation of the United States, or the Commonwealth of Kentucky or McCracken County, or incurred by any act or omission of Lessor or Lessor's representatives, assigns, agents, servants, employees, licensees, and invitees; and Lessor shall further protect, fully indemnify and save forever harmless Lessee from any and all claims, liability, costs, damage and expense, incident or injury (including injury resulting in death) of persons or damage to or destruction of property incident to, arising out of or in any way connected with Lessor's (and the others' as herein referenced) obligations undertaken pursuant to this lease.

## ARTICLE IX TAXES

**9.1 Ad Valorem and Personal Property Taxes.** Lessor and Lessee anticipate that because of Lessee's status and operation as both a religious organization and an educational institution which the IRS has determined to be tax exempt as a 501(c)(3) corporation, no ad valorem real estate or personal property taxes shall be owed by Lessee arising from Lessee's occupation and use of the leased premises. Lessor covenants that it shall cooperate with Lessee in any reasonable efforts deemed necessary by Lessee to be recognized by the applicable taxing authorities as exempt from such ad valorem taxes. In the event taxes are owed and Lessee fails to pay such taxes, Lessor may do so on Lessee's behalf and Lessor shall be entitled to

reimbursement. Amounts expended by Lessor for such taxes on Lessee's behalf shall bear interest at the legal rate of eight percent (8%), except that no interest shall accrue during such period of time that Lessee may challenge the imposition of any such tax upon it through available court or administrative proceedings.

9.2 Other Taxes and Assessments. The Lessee shall pay any and all other taxes and assessments relating to the leased Premises and improvements located thereon and Lessee's operations thereon.

## ARTICLE X LESSEE'S REPRESENTATIONS AND WARRANTIES

10.1 Corporate Standing. The Lessee is a corporation duly organized and validly existing and in good standing under the laws of the state of New York and is authorized to do business in the Commonwealth of Kentucky.

10.2 Authorized Act. The Lessee has the power and authority to enter into and perform this Lease Agreement and to incur the obligations herein provided, and has taken all action necessary to authorize the execution, delivery, and performance of this Lease Agreement. This Agreement when delivered will be valid, binding, and enforceable in accordance with the respective terms.

10.3 Adverse Proceedings. There is no pending order, notice, claim, litigation, proceeding or investigation against or affecting the Lessee, whether or not covered by insurance.

10.4 Accurateness of Representations. No representation or warranty by the Lessee contained herein or in any certificate, financial statement, or other document furnished by it pursuant hereto contains any untrue statement of material fact or omits to state a material fact necessary to make such representation or warranty not misleading in light of the circumstances under which it was made.

## ARTICLE XI HAZARDOUS WASTE

11.1 Hazardous Material Prohibited. Lessee shall not cause or permit any Hazardous Material to be located or disposed of on, under or at the leased Premises or any part thereof. For the purpose of this agreement, "Hazardous Material" shall mean any hazardous, toxic or dangerous waste, substance or material defined as such in, or for purposes of, any Environmental Law. "Environmental Law" shall mean any federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material, as now or at any time hereafter in effect.

11.2 Indemnification. Lessee agrees to indemnify and hold Lessor harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including without limitation reasonable attorney and consultant fees), claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment, and claims of any and every kind

whatsoever, paid, incurred or suffered by Lessor or asserted against Lessor by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under the leased Premises of, or the actual or threatened escape, spillage, discharge, emission, or release from the leased Premises of, or transportation of, any Hazardous Material or any noncompliance with any Environmental Law, which such referenced presence, escape, spillage, discharge, emission, release or transportation first occurs during the Lessee's occupancy of the premises under this lease or the prior lease between the parties.

Lessor agrees to indemnify and hold Lessee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including without limitation reasonable attorney and consultant fees), claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment, and claims of any and every kind whatsoever, paid, incurred or suffered by Lessee or asserted against Lessee by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under the leased premises of, or the actual or threatened escape, spillage, discharge, emission or release from the leased premises of, or transportation of, any Hazardous Material or any noncompliance with any Environmental Law, which such referenced presence, escape, spillage, discharge, emission, release or transportation occurred prior to Lessee's occupancy of the premises.

## ARTICLE XII TERMINATION

12.1 Termination. Upon the termination of this Agreement, however such termination may be brought about, whether by expiration of the terms hereof, or by cancellation or otherwise, Lessee shall quit and surrender said Premises to Lessor in good condition and repair excepting ordinary wear and tear, and any damages within Lessor's repair obligation or due to casualty.

It is the express understanding of the parties hereto that upon termination of this Agreement, Lessee shall remove from the Premises all of Lessee's equipment brought upon or erected upon the Premises. In the event Lessee shall fail to remove same from the Premises within a period of ninety (90) days following the date of termination, the Lessor shall have the following rights: (a) declare the aforesaid property to be abandoned by Lessee, in which event it is agreed that said property shall be deemed the exclusive property of Lessor; or (b) cause said property to be removed from the Premises, and all costs and expenses incurred by Lessor by reason of said removal shall be reimbursed by Lessee immediately upon demand of Lessor. Reasonable costs or expense incurred by Lessor shall accrue interest at the legal rate of eight percent (8%).

12.2 Events of Default. The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean whenever they are used in the agreement any one or more of the following events:

- (a) The failure or refusal of Lessee to pay or cause to be paid any rental payment when the same becomes due or the failure or refusal of Lessee to timely pay or cause to be paid any insurance premiums, taxes, costs of repairs or maintenance, or any other charges as herein assumed by Lessee, unless such failure to pay rent

or other charge as described herein is cured within ten (10) days after written notice from Lessor is received by Lessee;

- (b) Failure by the Lessee to perform any agreement, covenant, condition, obligation and/or undertaking herein contained or to observe or comply with any of the terms, provisions and conditions of this Agreement, unless such failure is cured within thirty (30) days after written notice thereof by Lessor is received by Lessee, which notice shall sufficiently describe such failure to enable Lessee to determine an appropriate cure.
- (c) Proceedings in bankruptcy by or against Lessee, or for reorganization of Lessee's debts, or for the readjustment of any of its respective debts, under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing, be commenced by it or commenced against it;
- (d) The insolvency, assignment for the benefit of creditors, adjudication as a bankrupt or the appointment of a receiver for substantially all of either Lessee's property and/or Lessee's interest in this Agreement;
- (e) The issuance of execution against either Lessee's interest in this Agreement or any legal process which by operation of law would cause Lessee's interest in this Agreement to pass to any persons other than Lessee;
- (f) In the event Lessee removes, attempts to remove or permits to be removed from said Premises, the improvements located thereon, or in the event Lessee otherwise ceases its business operations on the Premises; and
- (g) Any financial statement, representation, warranty, or certificate made or furnished by Lessee to the Lessor in connection with this Agreement, or as inducement to the Lessor to enter into this Agreement, or in any separate statement or document to be delivered hereunder to the Lessor, shall be materially false, incorrect, or incomplete when made.

Upon termination of this Agreement, either in lapse pursuant to the terms of the same, or in the event of default as defined herein, after written notice of default sent by Lessor to Lessee is received by Lessee, and subject to Lessee's right pursuant to Section 12.1 above to remove personal property, trade fixtures and equipment from the premises, Lessor may immediately, or at any time thereafter reenter the Premises without notice or demand, and remove all persons and things therefrom with or without legal process and without prejudice to any of Lessor's other legal rights, using such force as may be necessary or proper for the purpose.

Notwithstanding any such reentry, upon default by Lessee or a termination of this Agreement occasioned by reason thereof, the lease rentals due hereunder for the remainder of the then current lease term and such other charges and/or obligations if any as may otherwise be payable under this Agreement shall be and become immediately due and payable, and the



liability of the Lessee for the full amount provided herein shall not be extinguished for the balance of the term of this lease.

12.3 Holding Over. If Lessee shall, with the consent of Lessor, hold over after the expiration or sooner termination of any term of this lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to Lessor the rate of rental as agreed upon, and shall be bound by all of the provisions of this lease agreement. Such holding over period may be terminated by either party upon thirty (30) days written notice of intent to so terminate.

12.4 Casualty Damage to Premises. In the event that the Premises and improvements located thereon shall be totally destroyed by fire or the elements, or from any cause whatsoever, either party may elect within thirty (30) days after such destruction to terminate this lease, and if either party shall so elect, by giving to the other a written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Premises and improvements located thereon shall thereby only suffer partial destruction to any degree, and Lessee determines in its reasonable discretion that it is able to continue on with its business operations, Lessee's obligations hereunder shall continue and all terms and provisions of this Agreement shall be in full force and effect. In the event that by reason of the partial destruction of the Premises, Lessee must temporarily discontinue its business operations, rental payments shall be abated during such temporary period, and shall resume when Lessee resumes its operations.

12.5 Waiver. Waiver by Lessor of any breach or default of this Agreement by Lessee shall not be deemed a waiver of similar or other breaches or defaults, nor shall the failure of Lessor to take any action by reason of any such breach or default deprive Lessor of the right to take action at any time when such breach or default continues. The rights and remedies created by this Agreement shall be cumulative and nonexclusive of those to which Lessor may be entitled at law and equity. Right of exercise of all such rights and remedies is hereby reserved by Lessor. The use and availability of one remedy shall not be taken to exclude or waive the right to use of another. In order to entitle any party to exercise any remedy reserved by it in this Agreement, it shall not be necessary to file any notice other than such notice as herein expressly required.

12.6 Extended Period to Cure. The period of time permitted for Lessee to cure hereunder shall be extended if the default cannot be cured within the time period allowed herein, so long as the Lessee is diligently and continuously attempting to cure. The cure periods shall also be extended for any period of time during which the Lessee is delayed in, or prevented from, curing due to fire or other casualty, or acts of God, and other causes beyond the Lessee's reasonable control. Notwithstanding the foregoing, there shall be no extended period in which Lessee may cure a monetary default.

ARTICLE XIII  
CONDEMNATION

13.1 Condemnation. Lessor warrants to Lessee that as of the effective date hereof, Lessor has no plans to acquire by eminent domain any portion of the premises or Lessee's interest in the premises. Lessor further warrants to Lessee that to the best of Lessor's knowledge, no other governmental authority possessing the power of eminent domain has plans or has indicated any interest in acquiring by eminent domain any portion of the premises.

In the event of any governmental condemnation of any part or all of the Premises, should the portion of the Premises taken in the condemnation in Lessee's reasonable discretion substantially and adversely affect Lessee's business thereon, Lessee may, at its option, terminate this Agreement upon 30 days written notice to Lessor, and thereafter, shall not be further liable for any subsequent rentals. Should the portion of the Premises taken in the condemnation action not substantially and adversely affect Lessee's use and occupancy and their business operations, this Agreement shall continue in full force and effect according to the terms and provisions herein. Any compensation paid for the condemnation of the Premises shall be deemed the property of Lessor, except that Lessee shall be entitled to any separate claim available to Lessee for any taking of Lessee's personal property, equipment and fixtures belonging to Lessee upon the expiration of the term of the lease, and for moving expenses. If any part of the premises shall be taken and this lease shall not be terminated as provided above, the rent shall be proportionately abated and Lessor shall restore the remaining portion of the premises to substantially its former condition.

ARTICLE XIV  
MISCELLANEOUS

14.1 Notices. All notices to be sent hereunder shall be sent to the following addresses:

LESSOR:  
Attn: City Manager  
City of Paducah  
P.O. Box 2267  
Paducah, KY 42002-2267

LESSEE:  
Attn: Executive Director  
Seamen's Church Institute of  
New York and New Jersey  
241 Water Street  
New York, NY 10038

14.2 Inspection of the Premises. Lessor, or its appointed employees or agents, shall have the right to come upon the Premises upon reasonable notice and at reasonable times to examine and inspect the Premises for purposes of insuring Lessee's compliance with the terms and provisions of this Agreement.

14.3 Compliance with Laws. The Lessee shall at all times fully and promptly comply with all laws, ordinances and regulations and every lawful authority having jurisdiction of the Premises, and as such shall relate to the cleanliness and use of the Premises in the character and manner or operation of the business conducted on the Premises.

14.4 Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the leasing and use of the Premises. There are no representations, terms, conditions, covenants or agreements between the parties relating thereto which are not contained herein. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

14.5 Captions. The article and paragraph headings and captions contained hereunder are included for convenience only and shall not be considered a part hereof or effect in any manner the construction or interpretation of this Agreement.

14.6 Severability. In the event any provisions of this Agreement shall be deemed null and void or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

14.7 Assignment. This Agreement may not be assigned by the Lessee without the express prior written consent of Lessor, which consent shall not be unreasonably held. It is agreed, however, that any assignee shall have substantially the same or greater financial worth and condition as the Lessee.

14.8 Successors and Assigns. The covenants, terms, and conditions and obligations set forth and contained in this Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective heirs, successors, and assigns.

14.9 Effective Date. The effective date of this Agreement shall be October 1, 2021.

14.10 Right of First Refusal. To the extent permitted by applicable law, Lessor agrees not to transfer or convey all or any part of Lessor's interest in the premises without first offering Lessee the right to purchase such interest for the same amount and otherwise in accordance with the terms of any bona fide contract which Lessor has entered into. Lessor shall give Lessee written notice disclosing any intent of Lessor to transfer or convey all or any part of Lessor's interest in the premises. Lessee shall, on or before 30 days after receipt of such notice from Lessor, notify Lessor in writing that Lessee either does or does not agree to acquire the interest to be conveyed by Lessor on the terms and conditions set forth in the contract which accompanied the notice from Lessor to Lessee. If Lessee notifies Lessor that Lessee elects to exercise the right of first refusal with respect to the contract, Lessor and Lessee automatically thereupon shall be deemed to have entered into a binding and enforceable agreement for the conveyance of the interest on the same terms and conditions as set forth in the contract, except that the closing of the conveyance to Lessee of the interest to be conveyed by Lessor shall occur on the first business day which occurs 90 days after Lessee gives notice to Lessor of Lessee's election to exercise the right of first refusal.

14.11 Lessee's Interest. All rights and interests with respect to use and occupation of the premises not specifically reserved by Lessor herein, shall inhere in Lessee for the duration of Lessee's tenancy.

14.12 Memorandum of Lease. Lessor and Lessee shall execute a Memorandum of

Lease in recordable form. Lessee may record said Memorandum of Lease in the McCracken County Clerk's office, which recording shall provide record notice of Lessee's interest in the premises.

WITNESS signatures of the parties as of the year and date first above written.

LESSOR:

CITY OF PADUCAH

By: Sandra Wilson

Title: Mayor Pro Tem

STATE OF KENTUCKY )

COUNTY OF MCCRACKEN )

The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of October, 2021, by Sandra Wilson, Mayor Pro Tem (title) of the City of Paducah, on behalf of the City.

My commission expires August 4, 2025.

Lindsay Paul KYNP33466  
NOTARY PUBLIC, STATE AT LARGE

LESSEE:

SEAMEN'S CHURCH INSTITUTE OF  
NEW YORK AND NEW JERSEY

By: \_\_\_\_\_

*Mark Nestlehutt*

Title: \_\_\_\_\_

*PRESIDENT & EXECUTIVE DIRECTOR*

STATE OF \_\_\_\_\_ )

*PA*

COUNTY OF \_\_\_\_\_ )

*Chester*

The foregoing instrument was acknowledged before me on this 27 day of September, 2021, by Mark Nestlehutt, President & Executive Director of Seamen's Church Institute of New York and New Jersey, on behalf of Seamen's Church Institute of New York and New Jersey.

My commission expires \_\_\_\_\_

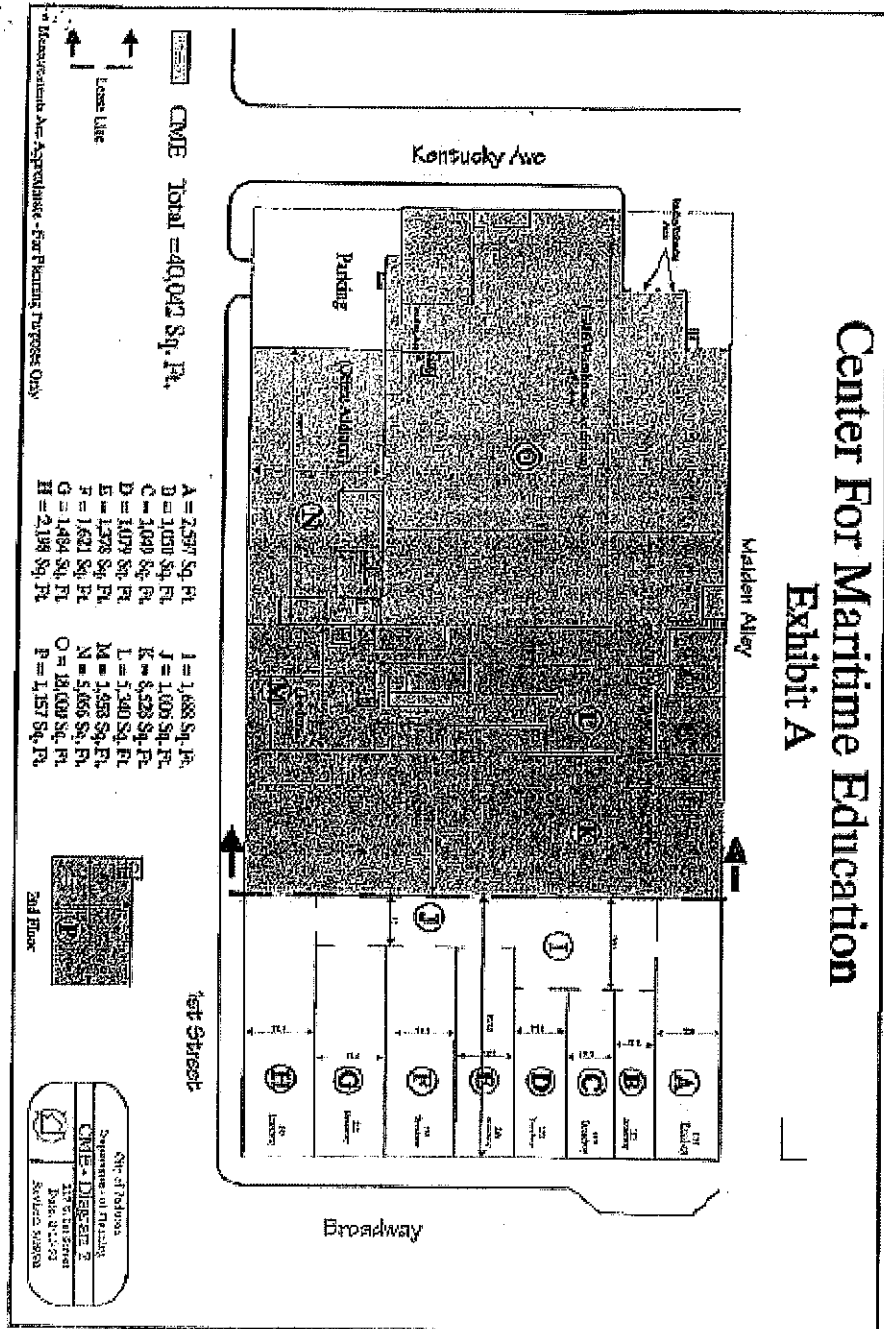
*6/12/2023*

NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal  
Megan J. Suhoskey, Notary Public  
Chester County  
My commission expires June 12, 2023  
Commission number 1156113  
Member, Pennsylvania Association of Notaries

# EXHIBIT A DESCRIPTION OF PREMISES

The Leased Premises shall consist the shaded areas, labeled "K", "L", "M", "N", "O", and "P".



# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 13, 2025

**Short Title:** Acceptance of 2025 Kentucky Waste Tire Crumb Rubber/Tire-Derived Products Grant from The Kentucky Division of Waste Management in the amount of \$31,600 - **A. CLARK**

**Category:** Municipal Order

Staff Work  
By: Amie Clark  
Presentation  
By: Amie Clark

**Background Information:** Acceptance of 2025 Kentucky Waste Tire Crumb Rubber/Tire-Derived Products Grant from The Kentucky Division of Waste Management in the amount of \$31,600 to be used for the purchase of Pour In Place (PIP) rubber surfacing for a playground at Keiler Park.

Requires 25% match.

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

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

**Communications Plan:**

**Funds Available:** Account Name: Keiler Park Project

Account Number: PA 0130

**Staff Recommendation:** Accept and Approve

**Attachments:**

1. MO - Accept - parks– Crumb Rubber Grant 2025

MUNICIPAL ORDER NO. \_\_\_\_\_

MUNICIPAL ORDER AUTHORIZING THE ACCEPTANCE OF A CRUMB RUBBER GRANT IN THE AMOUNT OF \$31,600 THROUGH THE KENTUCKY DEPARTMENT OF WASTE MANAGEMENT FOR POUR IN PLACE RUBBER SURFACING AT KEILER PARK, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to accept a Crumb Rubber Grant in the amount of \$31,600, from the Kentucky Department of Waste Management for a pour in place rubber surfacing for the playground structure at Keiler Park

SECTION 2. The 25% match shall be paid from the Keiler Park Project Account Number PA0130.

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 25, 2025  
Recorded by Lindsay Parish, City Clerk, March 25, 2025  
\\mo\grants\Accept - parks- Crumb Rubber Grant 2025



# Agenda Action Form

## Paducah City Commission

Meeting Date: May 13, 2025

Short Title: Authorize the City to Release the Application for the Paul Bruhn Grant Subawards - **H.**

**REASONS & P. STROUP**

Category: Municipal Order

Staff Work By: Hope Reasons,  
Palmer Stroup

Presentation By: Hope  
Reasons, Palmer Stroup

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

The grant was awarded in the amount of \$750,000 and acceptance of the grant was approved with MO2958 on September 17, 2024. The guidelines and application for subawards have been drafted and approved by the National Park Service. We are now seeking Commission approval to release the guidelines and application for local building owners to apply for this 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:** Authorize the release of the application for the Paul Bruhn Grant subawards and the Mayor to sign all documentation related to same.

**Attachments:**

1. MO APP - Paul Bruhn Grant Subawards
2. Paul Bruhn Program Guidelines and Application

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE CITY TO RELEASE THE GUIDELINES  
AND APPLICATION FOR THE PAUL BRUHN GRANT SUBAWARDS

WHEREAS, the Paul Bruhn Historic Revitalization Grant Program fosters economic development in rural communities through the rehabilitation of historic properties; and

WHEREAS, the intent of the program is to provide funds to the recipient (referred to as the prime grantee) that is regranted to projects that have been selected through a locally administered competitive process; and

WHEREAS, the grant was awarded in the amount of \$750,000 and acceptance of the grant was approved by Municipal Order #2958 on September 17, 2024; and

WHEREAS, the guidelines and application for subawards have been drafted and approved by the National Park Service, and the Commission now wishes to approve the release of the guidelines and application for local building owners to apply for this funding.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Board of Commissioners is hereby authorizes and directs staff to release the guidelines and application for local building owners to apply for the Paul Bruhn Grant Subawards.

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, May 13, 2025  
Recorded by Lindsay Parish, City Clerk, May 13, 2025  
MOApp – Paul Bruhn Grant Subawards

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 13, 2025

**Short Title:** Approve 90% design and authorize PFGW to proceed with construction documents for the Entry Plaza for the Paducah Sports Park - **J. CANTER & A. CLARK**

**Category:** Municipal Order

**Staff Work By:** Amie Clark

**Presentation By:** Steve Ervin, Jeff Canter

**Background Information:** BOC accepted the recommendation and authorized proceeding with contracts for the construction of the Paducah Sports Park on June 25, 2024. On January 28, 2025, the BOC accepted the recommendation and authorized contract modifications for the construction contracts for the Paducah Sports Park to include the championship field.

Requesting approval of 90% design of the entry plaza and authorize design team to proceed with construction documents for the entry plaza for the Paducah Sports Park.

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

If yes, please list the Commission Priority: Outdoor Sports Tourism

**Communications Plan:**

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Approve

**Attachments:**

1. MO 90% design PFGW – Sports Park

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING APPROVING 90% DESIGN AND AUTHORIZING PFGW TO PROCEED WITH CONSTRUCTION DOCUMENTS FOR THE ENTRY PLAZA FOR THE PADUCAH SPORTS PARK, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

WHEREAS, the Board of Commissioners accepted the recommendation of the Paducah Sports Park and authorized proceeding with contracts for the construction on June 25, 2024 (Municipal Orders 2916, 2917, and 2918); and

WHEREAS, on January 28, 2025, the Board of Commissioners accepted the recommendation and authorized contract modifications for the construction contracts for the Paducah Sports Park to include the championship field (Municipal Orders 3008, 3009 and 3010); and

WHEREAS, on March 11, 2025, the Board of Commissioners authorized a contract for Peck Flannery Gream and Warren for the Paducah Sports Park Design Package (Municipal Order 3023).

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

SECTION 1. The City hereby approves the 90% design and authorizes PFGW to proceed with construction documents for the Entry Plaza for the Paducah Sports Park.

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

# Agenda Action Form

## Paducah City Commission

Meeting Date: May 13, 2025

Short Title: Adopt an Ordinance Creating a Training Incentive Program for City Officials - **M. SMOLEN & L. PARISH**

Category: Ordinance

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

**Background Information:** The General Assembly passed House Bill 119 in the 2011 Regular Session of the Kentucky General Assembly and the bill was signed by the Governor of the Commonwealth to become effective on June 8, 2011. This Bill created KRS 64.5278 which authorizes the city governments of Kentucky to adopt training incentive programs to encourage city officials to obtain education and training related to the operation of city government. This ordinance creates a training incentive program for Paducah elected officials. Key highlights of the program include:

- Officials must complete 15 hours (15 hours = 1 training unit) of approved training annually to qualify.
- Up to 10 excess hours may carry over to the next calendar year.
- Officials receive \$500 for completing the 15 hours of training each year
- Training units build each year that the official successfully completes 15 hours of training with the cap at 4 years. (Example: Year 1 = \$500, Year 2=\$1,000, Year 3=\$1,500, Year 4=\$2,000. Every year after 4 is capped at \$2,000)
- If an official fails to meet the 15-hour requirement in any given year, accumulated training units reset to \$0.
- Kentucky League of Cities (KLC) will serve as the program administrator—validating courses, tracking participation, and providing annual certification to the City.

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. ORD Training Incentive Program Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING AN INCENTIVE PROGRAM FOR CITY OFFICIALS TO OBTAIN TRAINING RELATED TO CITY GOVERNMENT**

**WHEREAS**, the General Assembly passed House Bill 119 in the 2011 Regular Session of the Kentucky General Assembly and the bill was signed by the Governor of the Commonwealth to become effective on June 8, 2011;

**WHEREAS**, House Bill 119 authorizes the city governments of Kentucky to adopt training incentive programs to encourage city officials to obtain education and training related to the operation of city government;

**WHEREAS**, the City of Paducah recognizes and values the importance of its city officials remaining informed and educated on topics related to city governments and the powers, duties, and responsibilities of city officials; and

**WHEREAS**, the City of Paducah acknowledges that educated, informed, and well- trained city officials will provide a direct public benefit by fostering a deeper understanding of laws, regulations, and by promoting exploration of diversified practices, programs, and delivery of services to the citizens of the City of Paducah.

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

**SECTION 1: Definitions**

As used in this ordinance, the terms below shall have the following meanings:

- (1) “Training unit” means fifteen (15) clock hours of attendance or participation in qualifying courses during a calendar year.
- (2) “Excess hours” means credit hours earned beyond fifteen (15) during a single calendar year.
- (3) “Administrator” shall mean the Kentucky League of Cities City Officials Training Center.
- (4) “Qualifying course” shall mean any training, seminar, educational or learning event that provides instruction or information that is relevant to the duties and functions of city government and city officials and that has been approved by the administrator.

## **SECTION 2: Adoption of a City Officials Training Program; Application**

In accordance with House Bill 119 of the 2011 General Assembly, as codified in KRS Chapter 64, the City of Paducah hereby adopts and establishes a City Officials Training Program to make available incentive payments as specified by this ordinance to the elected city officials, including the Mayor and all members of the City Commission for obtaining education and training as required under the provisions of this ordinance.

## **SECTION 3: Incentive Payment Amount; Required Training Participation**

- (1) Each city official eligible for participation in the City Officials Training Program shall receive training incentive payments of \$500 completion of each training unit during his or her continuous service as a city official within the city. The city official shall only receive training incentive payments for a maximum of four (4) training units. The city official shall not be awarded more than one (1) training unit per calendar year.
- (2) The city official may continue to receive training incentive payments for four (4) training units in each calendar year following the fourth year, provided that the officer continues to earn a training unit each subsequent calendar year.
- (3) The failure of a city official to obtain a training unit during any calendar year shall disqualify the officer from receiving any training incentive payments for the calendar year and the city official shall lose any previously accumulated training units earned during previous calendar years.
- (4) Any city official earning excess hours during a calendar year shall be permitted to carry forward a maximum of ten (10) hours to apply to the earning of a training unit in the following calendar year.
- (5) Training incentive payments shall be made to a city official presenting proof of completion of a training unit for a calendar year within sixty (60) days of the conclusion of the calendar year.

## **SECTION 4: Policy regarding payment or Reimbursement for training courses**

In accordance with KRS 64.5278(9), City Policy FIN-26 (Effective April 4, 2022) is incorporated herein by reference and shall apply as the policy regarding the reimbursement to the city officer or payment to the provider for the city officer's attendance of an event hosting a course where the officer seeks to earn credit.

## **SECTION 5: Administration of City Officials Training Program**

- (1) The City Officials Training Program for the City of Paducah shall be administered by the

Kentucky League of Cities City Officials Training Center, which shall be responsible for approving courses as qualifying under the terms of this ordinance, shall maintain records of attendance and participation, and shall notify the city when a city official earns a training unit and the number of training units earned by a city official during his or her continuous service as a city official within the city.

- (2) The administrator shall evaluate and approve courses as qualifying for credit based on the relation of the course to the operation of city government. In addition to other courses which may be approved as qualifying courses by the administrator, courses that provide instruction on the statutory duties of cities and city officials, intergovernmental relationships, municipal finance and budgeting, municipal taxation, ethics, open records, open meetings, economic development, or municipal police powers shall be approved as qualifying courses under this ordinance. The administrator shall require the submission of the course or conference agenda, curriculum, name of the provider, and other course materials to determine whether a course should be approved as a qualifying course.
- (3) A city official shall submit proof of attendance or participation in a qualifying course to the administrator. A city official shall submit the course name, date, location, name of the instructor or provider, and sufficient proof of attendance or participation in the qualifying course before the administrator shall award credit. The administrator shall not award credit to a city official for attendance or participation in a qualifying course that is not, in the administrator's opinion, substantially different from another course the city official attended or participated in during the same calendar year.
- (4) The administrator shall maintain records that reflect each of the courses and hours completed by the city official and shall provide it to each city official upon request. The administrator shall, within thirty (30) days of the close of the calendar year, provide written or electronic certification to each participating city official of completed courses and hours, and shall, if applicable, certify the completion of a training unit and total number of accumulated training units. Upon receipt, a city official shall present a copy of the certification of the completion of the training unit and the total accumulated training units to the city in order to receive his or her training incentive payments.

#### **SECTION 6: Status of Incentive Payments**

- (1) Training incentive payments do not constitute wages under KRS Chapter 337, creditable compensation under the County Employees Retirement System under KRS Chapter 78, or compensation for the purposes of setting maximum compensation or modification of compensation under KRS Chapter 83A, and may be repealed or modified by the city at any time.
- (2) The training incentive payment amount established in the ordinance shall not be adjusted by any index reporting changes to consumer prices or any other method to account for inflation.



**SECTION 7. Budget.** This expenditure shall be provided from Elected Officials Training Incentive Account No. 1000 0102 516150.

**SECTION 8. 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 9. Severability.** If any section, clause, or provision of this ordinance is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect

**SECTION 10. Effective Date.** 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, \_\_\_\_\_  
Adopted by the Board of Commissioners \_\_\_\_\_  
Recorded by Lindsay Parish, Paducah City Clerk, \_\_\_\_\_  
Published by *The Paducah Sun*, \_\_\_\_\_  
ORD\Training Incentive Program Ordinance

# Agenda Action Form

## Paducah City Commission

Meeting Date: May 13, 2025

Short Title: Amend Chapter 118 Vegetation of the Code of Ordinances - **A. CLARK & L. PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish, Carol Gault, Amie Clark, Greg Cherry, Greg Guebert,  
Steve Kyle, Michelle Smolen, Daron Jordan  
Presentation By: Lindsay Parish

Background Information:

### **Ordinance Amendment Summary**

1. **Modifies the role of the Appointee** (the primary City Staff Person responsible for carrying out the provisions of this ordinance)
  - a. The appointee now assists with developing a tree planning and replacement plan for City-owned lots & rights-of-way.
  - b. Consults with the City Engineer, Public Works Director, Director of Parks & Recreation, and Director of Planning as necessary.
  - c. Consults with arborists, landscape architects, and other resources as necessary.
  - d. Develops and implements a tree voucher program. The program will be administered in fiscal years when funding is appropriated through the budget process.
  - e. The appointee is the official staff support for the Tree Advisory Board.
2. **Modifies the Tree Advisory Board.**
  - a. Changes the Board from 9 to 5 members by removing the Parks Director, City Engineer, Planning Director, and Public Works Director.
  - b. Retains the Utility Company Representative, Landscape Architect, and 3 concerned citizens.
  - c. Terms remain 4 years staggered, with the members being reappointed for staggered terms as follows:
    1. Brian Thomasson – Utility Representative – Term Expiration: April 22, 2026
    2. Jonathan Perkins – Term Expiration: April 22, 2027
    3. Jinny McCormick – Term Expiration: April 22, 2028
    4. Vacant Spot - Term Expiration: April 22, 2029
    5. Vacant Spot - Term Expiration: April 22, 2029
  - d. Requires the board to provide an annual report to the City Commission on the board's activities and goals.
  - e. The board is to assist in the development and implementation of the tree voucher program.
2. **Removes the requirement to formulate and maintain a master street tree plan.** Retains an Approved Tree Species Schedule, which should list desirable and undesirable tree species for public rights-of-way.

3. **Nuisance Violation:** Vegetation on private property that grows over a public right-of-way will be abated in accordance with Chapter 42 related to nuisance code violations.

4. **Appeals Change:** The Tree Advisory Board as a whole will hear appeals, instead of just a subset of the membership.

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

If yes, please list the Commission Priority: Quality of Life.

Communications Plan:

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Chapter 118 Vegetation – Tree Advisory Board

**ORDINANCE NO. 2025-\_\_\_\_-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 118 “VEGETATION” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

**WHEREAS**, the City of Paducah recognizes that trees are a vital public resource, providing environmental, aesthetic, economic, and health benefits to the community; and

**WHEREAS**, a healthy and robust tree canopy contributes significantly to the community's climate resilience by reducing urban heat, improving air quality, managing stormwater, and supporting biodiversity; and

**WHEREAS**, the City finds it in the public interest to invest in and protect its tree canopy through proactive regulations, public education, and community partnerships; and

**WHEREAS**, the Tree Advisory Board serves as a vital partner in shaping and recommending urban forestry policies, and expanding its advisory role and oversight responsibilities will enhance the City’s efforts to manage and preserve tree resources effectively.

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

**SECTION 1.** That the City of Paducah, Kentucky hereby amends Chapter 118, Vegetation, of the Paducah Code of Ordinances as follows:

*ARTICLE I. - IN GENERAL*

**Sec. 118-1. Purpose.**

The purpose of this chapter is to regulate and control planting of trees and shrubbery to encourage the protection of existing trees in the streets and public grounds within the City, and to establish procedures and practices for fulfilling these purposes.

**Secs. 118-2—118-30. - Reserved.**

*ARTICLE II. - TREES ON PUBLIC PROPERTY*

*DIVISION 1. - GENERALLY*

## Sec. 118-31. Definitions.

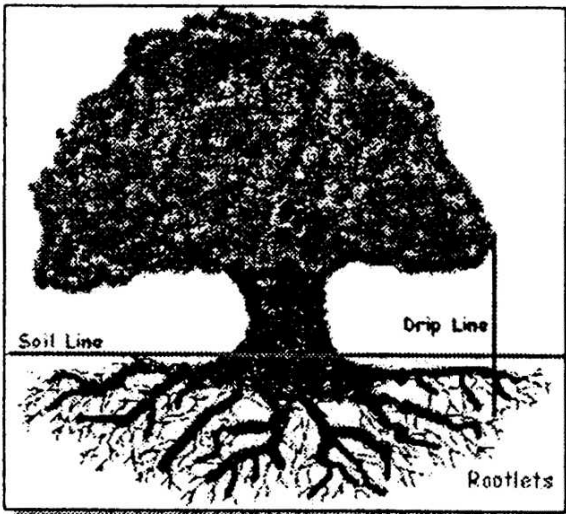
The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Appointee* means the individual or authorized agent employed by the City and directed by the City Manager to be responsible for carrying out the duties described in this article and for administration, implementation, and overseeing of the various duties.

*Bole* means the main stem of a tree structure also considered the trunk of the tree up to where main branches begin to stem.

*DBH (diameter at breast height)* means the total cross sectional diameter in inches of a tree measured at a height of four and one-half (4 ½) feet.

*Drip line* means the outermost edge of a tree's canopy. When depicted in plan view, the drip line will appear as an irregularly shaped circle defining the canopy perimeter. (See Illustration #1.)



**Illustration #1**

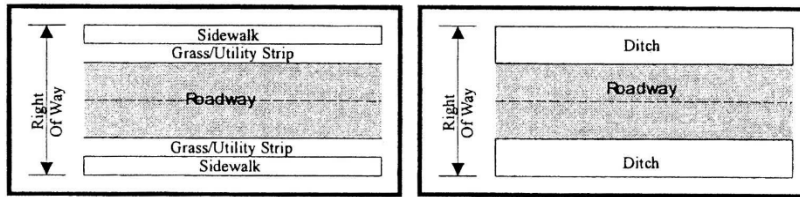
*Large tree* means any tree species that normally attains a full-grown height in excess of fifty (50) feet.

*Medium tree* means any tree species that normally attains a full-grown height between twenty-six (26) and fifty (50) feet.

*Person* means any person, corporation, partnership, company, contracting firm or other entity, including those employed under a contract with the City.

*Planting area* means a pervious area within the right-of-way that lies between the curb and sidewalk, curb and building, or curb and other structures.

*Right-of-way* means all improved publicly dedicated and maintained facilities, public utility and drainage easements. (See Illustration #2.)



**Illustration #2**

*Small tree* means any tree species that normally attains a full-grown height of under twenty-six (26) feet.

*Street tree* means any tree within the public right-of-way.

*Tree* means any upright woody plant with one (1) main stem and a minimum DBH of four (4) inches.

*Tree protection area (TPA)* means the drip line or a lesser distance provided it will not adversely affect the health of protected trees as determined by the Appointee.

## **Sec. 118-32. City department justification, duties and authority.**

### **(a) Appointee.**

- (1) For the purpose of carrying out the provisions of this article, the Appointee or designee, shall have the jurisdiction, authority, control, supervision and direction over trees and shrubs planted or growing in or upon the public right-of-way, and on public grounds within the City, and the planting, removal, care, maintenance and protection thereof.
- (2) The Appointee shall be responsible **for assisting the development of a tree planting & replacement plan for City-owned lots & rights-of-way. formulating a master street tree plan. The master street tree plan shall specify the priorities, standards, and species for tree planting within street rights-of-way and other public sites in the City. Prior to its publication, the plan shall be presented to the Tree Advisory Board for review and recommendation to the City Commission. The City Commission shall take final action upon the Tree Advisory Board's recommendation. From and after the effective date of the master street tree plan, or any amendment thereof, all planting shall conform thereto. Tree planting, maintenance and removal is to be in accordance with the master street tree plan. The plan shall consider existing and future utility and environmental factors when recommending a specific species for each of the streets and other public sites in the City.**
- (3) The Appointee shall have the authority to review all requests for permits for any planting, removal and/or trimming or cutting of trees in any public area. The Appointee shall also have the authority to attach reasonable conditions to these permits and to grant or deny permits.
- (4) The Appointee shall provide staff support to the Tree Advisory Board.

- (5) The Appointee shall consult with the City Engineer, Public Works Director, Director of Parks and Recreation, and the Director of Planning as necessary to carry out the roles and duties outlined in this article.**
  - (6) The Appointee may consult with arborists, landscape architects, and other resources to fulfill the roles and duties outlined in this article.**
  - (7) The Appointee shall develop and implement a tree voucher program to benefit City residents and enhance the City of Paducah's tree canopy. The tree voucher program shall only be administered in fiscal years when funding for the program is appropriated and approved by the City Commission as part of the annual budget process.**
- (b) *Planning Department.* The Planning Director or designee shall have the jurisdiction, authority, control, supervision, and direction over trees and shrubs planted or growing in or upon private property as set out in section ~~126-83 62-73~~. In addition, the Planning Director shall have the authority over planting, removal, care, maintenance, protection and preservation of trees in accordance with section ~~126-83 62-73~~.

#### **Sec. 118-33. Tree Advisory Board.**

- (a) A Tree Advisory Board, appointed by the City Commission, consisting of ~~five (5) nine (9)~~ members, shall be established. All members shall be appointed by the Mayor and approved by the Board of Commissioners. The Tree Advisory Board shall consist of three (3) concerned and interested citizens of the City; one (1) member shall be a Landscape Architect or actively engaged in horticulture or experienced in a tree-related field; one **(1) member shall be a Utility Company Representative. and the Public Works Director, Parks Services Director, City Engineer, Planning Director, and a Utility Company Representative shall be permanent members of the Tree Advisory Board.** A Chairperson will be appointed by these members. The terms of the Tree Advisory Board members, ~~excepting the Public Works Director, Parks Services Director, City Engineer, Planning Director, and the Utility Representative~~, shall be four (4) years staggered. The duties of the Tree Advisory Board shall be as follows:
- (1) To hear all appeals from denials of applications for permits required by this article.
  - (2) To adopt rules for the conduct of such hearings, which rules shall uniformly apply to all such appeals.
  - (3) To follow the hearing of such appeal to cause its decision to be reduced to writing.
  - (4) To advise appropriate municipal agencies on matters of care, preservation, planting, removal, replacement or disposition of trees in parks, along streets and in public areas as needed.
  - (5) To promote urban forestry.
  - (6) To provide an annual report to the Board of Commissioners related to the Tree Advisory Board's activities and goals.**
  - (7) To assist the Appointee in the development and implementation of a tree voucher program.**

- (8) Develop and maintain a list of recommended tree species acceptable for use in public rights-of-way, parks, and public areas.

~~(6) To review and recommend as necessary the master street tree plan prepared and submitted by the Appointee.~~

- (b) In the event a vacancy shall occur during the term of any appointed member, a successor shall be appointed for the un-expired portion of the term. All members of the Tree Advisory Board shall serve without pay. The Tree Advisory Board shall establish the Board's rules, regulations and procedures and arrange for the holding of meetings on a regular basis, with not less than four (4) meetings per calendar year.

#### **Sec. 118-34. Suggested tree species.**

Trees with characteristics which make them acceptable for use in public right-of-way and which are recommended for street trees are those listed in the Approved Tree Species Schedule ~~master street tree plan~~.

#### **Sec. 118-35. Undesirable tree species.**

Some trees have characteristics which make them unacceptable for use in public rights-of-way and are not recommended for street trees. See specific information in the Approved Tree Species Schedule ~~master street tree plan~~.

#### **Sec. 118-36. Tree planting.**

- (a) Any person may plant a tree within the public right-of-way immediately adjacent to such person's property upon obtaining a permit from the Appointee. The permit shall be granted, providing the following conditions are met:
  - (1) The tree to be planted is not an undesirable tree species, as provided in section 118-35.
  - (2) The tree species is not a large tree.
  - (3) The spacing between street trees is sufficient so as not to create a site obstruction.
  - (4) The minimum width of the planting area is six (6) feet for small trees. Medium trees may be planted in the right-of-way only when the planting area between the curb and sidewalk is eight (8) feet or greater.
  - (5) The tree location shall be such that all regulatory and warning signs are not obscured and will remain clearly visible throughout the maturing of the tree.
  - (6) Only a small tree may be planted within twenty (20) lateral feet of overhead utility wires. The property owner shall maintain the tree after the tree is planted.
  - (7) The minimum distance between the tree and the edge of the street (curbline) is six (6) feet for all street trees.
- (b) The Appointee, in consultation with the City Engineer ~~or~~ and Public Works Director, may waive any of the conditions in granting a permit where such action would promote the preservation of the health, integrity or appearance of an area's tree population. The Appointee, in consultation with the City Engineer ~~or~~ and Public Works Director, shall



check proposed planting sites for compliance with requirements relating to utilities, obstructions and potential interference with future construction.

- (c) When requesting approval to locate a street tree, the appointee may require a tree-planting plan showing location of utilities, planting location and public improvements.
- (d) The Appointee may deny a permit although all conditions have been met, but only for just cause based on circumstances unique to the property affected which would create a threat to public welfare and/or safety if the proposed planting were permitted.
- (e) The decision of the Appointee shall be made within fourteen (14) days after an application is filed.

#### **Sec. 118-37. Tree removal.**

- (a) No person may remove a tree larger than three (3) inches in diameter, measured at the breast height (DBH) on the public right-of-way without obtaining a permit from the Appointee.
- (b) The Appointee may issue permits for the removal of live trees only in special circumstances. Instances where a permit for the removal of a live tree may be issued include, but are not limited to, the following:
  - (1) The tree is a threat to public safety;
  - (2) The tree is a threat to the health of other trees in the community;
  - (3) The tree is to be replaced by a more desirable tree; or
  - (4) The permit shall be granted provided the tree to be removed is dead or dying.

If the Appointee determines that diseased or insect-infested trees pose a health threat to neighboring trees, such trees shall be removed in a timely manner.

- (c) Standards for tree removal include:
  - (1) The entire tree including the stump is removed where possible and practical.
  - (2) The area is refilled to ground level with soil, so as to prevent the creation of a hole.
  - (3) The area is re-seeded or planted in other appropriate manner.
  - (4) There is no damage done to any property belonging to the City or third party.
  - (5) The entire removal may be done without danger or inconvenience to the public.
  - (6) If possible and approved or directed, a replacement tree of appropriate species is planted.

#### **Sec. 118-38. Tree maintenance; public rights-of-way.**

- (a) Adjoining property owners shall provide reasonable care and maintenance to street trees within the public right-of-way.
- (b) It shall be unlawful for the owner or occupant of any building or lot to permit any tree, including street trees, to grow in a manner which interferes with public safety in the public rights-of-way due to obstruction of view, obstruction of passage, or in any other manner.

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- (c) The minimum clearance of any overhanging portion thereof shall be ten (10) feet over sidewalks and sixteen (16) feet over all streets.

**Sec. 118-39. Tree topping.**

It shall be unlawful as a normal practice for any person to top any tree within the public right-of-way. The term "topping" means the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or trees under utility wires or other obstruction where other pruning practices are impossible, are hereby exempted from this section.

**Sec. 118-40. Trimming, pruning, planting and removal of trees on public property; permit required.**

- (a) No person shall remove, destroy, cut, severely prune (including the root system) or otherwise treat any tree having its trunk in or upon any public property or contract with another person to perform such acts without first obtaining a written permit from the Appointee and without complying strictly with the provisions of the permit and provisions of this article.
- (b) Public and private utilities shall submit written specifications for pruning to the City for approval. Upon approval of its specifications, a utility shall not be required to obtain a permit for pruning operations affecting trees having their trunks on public property so long as such work is done in strict accordance with the approved specifications. Requests for the removal of trees shall be handled on an individual permit basis. Failure to comply with the approved specifications is a violation of this article. Specifications shall be reviewed at a minimum of every two (2) years by the Appointee and the Tree Advisory Board for necessary improvements as required by modifications in this article.
- (c) The permittee shall be solely responsible for and severally liable for any penalties or other enforcement action imposed pursuant to this article or other provisions of law on account of work performed in violation of this article.

**Sec. 118-41. Trimming of vegetation on private property adjacent to a public street or place; responsibility of owner.**

- (a) Trees, vines, bushes, shrubbery or flowers standing in or upon any lot or land adjacent to any public street or public place and having branches, limbs, trunks, or other parts projecting into the public street or place shall be kept trimmed by the owner or occupant of the property on which such vines, trees, bushes, shrubbery or flowers are growing so as not to interfere with the free and safe passage along the public way by pedestrians and vehicular traffic, or obstruct the view of any street intersection, commercial entrances and regulatory or warning signs.
- (b) If the owner of such property does not keep this growth from projecting into or on public ground, the **Appointee Fire Prevention Division** shall have the authority to order its

removal in accordance with the provisions and fines laid out in Chapter 42, Article II of the Code of Ordinances of the City of Paducah. ~~The order shall be in writing to the owner responsible for such growth and shall be acted upon within thirty (30) days. In the event the owner has not responded or acted to remove the projecting growth from such vines, trees, bushes, shrubbery or flowers, then the City shall have the authority to enter upon the property to perform the work necessary to correct the condition, and to bill the owner for the actual costs incurred.~~ In situations deemed necessary to the public health, safety, or welfare, the City may act without prior notification to the property owner.

- (c) Adjacent property owners that have growth projecting from the public right-of-way into or on private property may request removal by the City. This request shall be in writing to the Appointee at which time the Appointee will evaluate said request and determine the best course of action.

#### **Sec. 118-42. Injuring trees or shrubbery on public places.**

- (a) It shall be unlawful for any person, except with written permit, to place or maintain upon the ground in any public right-of-way or public place, any compacted stone, cement or other impervious matter or substance in such a manner as may obstruct the free access of air and water to the roots of any tree or shrub in any such street or place. This provision shall not apply to the paving, repairing or altering of the public streets, sidewalks and other public places by the City.
- (b) No unauthorized person shall perform, or contract with another person to perform, construction work (including the operation or storage of equipment or materials) within the drip line of any tree or shrub having its trunk on any public right-of-way or public property without first obtaining a permit from the Appointee and complying with the requirements which may include erecting protective barricades or enclosures at designated locations. Utility companies working within the right-of-way shall be exempt from this section.
- (c) No unauthorized person shall intentionally damage, cut, poison, carve or transplant any street tree without a permit as required by section 118-40; nor shall any unauthorized person attach any rope, wire nails, advertising posters or other contrivance to any street tree; allow any petroleum based liquid, herbicide or solid substance which is harmful to trees to come in contact with them; or set fire or permit any fire to burn when such fire or the heat thereof will injure any portion of any tree.

#### **Secs. 118-43—118-59. Reserved.**

### *DIVISION 2. ADMINISTRATION AND ENFORCEMENT*

#### **Sec. 118-60. Modification, inspection, enforcement and appeal.**

- (a) In the case of emergencies such as windstorms, ice storms, fire or other disasters, the requirements of this division may be waived by the City during the emergency period so that the requirements of this division will in no way hamper private or public work to

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restore order in the City. This shall not be interpreted to be a general waiver of the intent of this division.

- (b) Nothing contained in this division is intended to infringe on the authority of the City Engineer or the Public Works Director to remove trees from the right-of-way of any publicly dedicated road when the trees become a hazard to the traveling public, public utilities, and/or vital infrastructure.

#### **Sec. 118-61. Notice and appeal.**

- (a) In the event any party is dissatisfied with a decision of the Appointee adversely affecting such party in the application, modification, or enforcement of this division, such party may request a hearing within ten (10) working days of the receipt of such decision. The request must be in writing and directed to the Chairman of the Tree Advisory Board ~~who may appoint a three (3) member board selected from the appointed members of the Tree Advisory Board to act as an appeal board and shall hear the request of the party concerned.~~ The Tree Advisory Board ~~or its designated appeal board~~ may grant a variance from the requirements of this division upon a finding that:
  - (1) Practical difficulties or unnecessary hardship would result if the strict letter of the law were followed; and
  - (2) The variance is in accordance with the general purpose and intent of this division.
- (b) After a full and complete hearing held within thirty (30) days of receipt of the request, ~~the appeal board or~~ the Tree Advisory Board shall render a written ruling within five (5) working days, either affirming, overruling or modifying the decision of the Appointee, as may be fit and proper under the existing circumstances.
- (c) The Circuit Court has jurisdiction to determine all questions and issues properly brought before it on appeal from the decisions of the ~~Appointee, or~~ Tree Advisory Board.

#### **Sec. 118-62. Reserved.**

#### **Sec. 118-63. Penalties.**

Any ~~unauthorized~~ person who violates any provision of this division, for which another penalty is not otherwise provided, upon being found guilty of violation, shall be guilty of a misdemeanor and shall be subject to a fine not to exceed \$200.00 for each separate offense. Each day during which any violation of the provisions of this division shall occur or continue shall be a separate offense. If, as the result of the violation of any provision of this division or by fault in accident or vandalism, the injury, mutilation, or death of a tree is caused, the cost of repair or replacement of such tree shall be borne by the party in violation or fault. The replacement value of trees shall be determined in accordance with the latest revision of A Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs, and Evergreens, as published by the International Society of Arboriculture.

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**Sec. 118-64. Severability.**

If any section of this division is held to be invalid or unenforceable, all other sections shall nevertheless continue in full force or effect.

**Sec. 118-65. Applicability.**

This article provides full power and authority over public trees, and to all trees, shrubs, vines, and including ornamental plants located on private property that constitute a hazard or threat as described herein.

**Sec. 118-66. Interference with City.**

It shall be unlawful for any person to prevent, delay, or interfere with the City or any of its agents while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any public tree, as authorized in this division.

**SECTION 2. Board Appointments.** Upon adoption of this ordinance, the following board members are hereby appointed for staggering terms as follows:

- Brian Thomasson – Utility Representative – Term Expiration: April 22, 2026
- Jonathan Perkins – Term Expiration: April 22, 2027
- Jinny McCormick – Term Expiration: April 22, 2028
- Currently Vacant - Term Expiration: April 22, 2029
- Currently Vacant - Term Expiration: April 22, 2029

**SECTION 3. 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 4. Severability.** If any section, clause, or provision of this ordinance is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect

**SECTION 5. Effective Date.** 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, \_\_\_\_\_

Adopted by the Board of Commissioners \_\_\_\_\_

Recorded by Lindsay Parish, Paducah City Clerk, \_\_\_\_\_

Published by *The Paducah Sun*, \_\_\_\_\_

ORD\Chapter 118 Vegetation – Tree Advisory Board

# Agenda Action Form

## Paducah City Commission

Meeting Date: May 13, 2025

**Short Title:** Contract for Professional Services with HDR, Inc. for a Not-to-Exceed cost of \$185,000.00 for Alternatives Analysis for USACE Reevaluation of Permit #LRL-2008-1267-A - **G. GUEBERT**

**Category:** Ordinance

Staff Work  
By: Melanie  
Townsend  
Presentation  
By: Greg  
Guebert

**Background Information:** On October 31, 2012, the USACE, under Department of the Army (DA) Permit # LRL-2008-1267-A, authorized the construction of a land mass extending into the water from the left (south) bank of the Ohio River near Paducah. The work included the construction of a floating dock (transient dock) with an overlook and a gangway with amenities on the left bank of the river, extending from approximately river mile (RM) 935 to RM 935.2. Since the completion of the project in 2017, areas within the original project footprint on the downstream side of the land mass have undergone sediment accumulation to an extent that is hindering the use of the Midwest Terminal loading facility located near RM 935.6. Sediment accumulation along the left descending bank downstream of the land mass and past the Midwest Terminal loading facility was estimated at 596,000 cubic yards (CY) of material based on 2020 information.

On May 28, 2024, the City received correspondence from the USACE advising that they were reevaluating Permit # LRL-2008-1267 based on correspondence received from Midwest Terminal that their facility was no longer accessible due to sedimentation and requested background information from the City regarding the sedimentation along the left descending bank. The City responded to the USACE in July 2024, providing information requested in the May 28, 2024, letter.

On December 30, 2024, the City received correspondence from the USACE advising that the information provided in July had been reviewed by the USACE Regulatory and Engineering Divisions. A memorandum dated November 18, 2024, was provided to the City addressing the USACE's review of material and stating that, "the sedimentation buildup downstream of the transient boat dock is an expected result of the constructed fill in place along the inside bend of the Tennessee River and Ohio River confluence associated with the LRL-2008-1267 authorization." They further determined that, "sedimentation buildup has resulted in indirect effects beyond those evaluated in the permit decision which have negatively affected the operation of the Midwest Terminal transloading facility located downstream of the authorized activity."

Further, the USACE stated that it must determine under 33 CFR 325.7 whether the public interest requires modification of the terms and conditions of the permit, or suspension or revocation of the permit. In doing so, the USACE is asking the City for additional information to provide an alternatives analysis with proposed action plans to alleviate the ongoing effects of the authorized activity on the safe operation of the Midwest Terminal transloading facility within 60 days of receipt of the December letter. The action plan should present the Least Environmentally Damaging Practicable Alternative (LEDPA) to meet the current goals of the authorized activity, while also alleviating the effects on the Midwest Terminal transloading facility. The USACE went on to identify some potential actions which may lessen the adverse impact on the transloading facility, and included:

- 1) Mechanical removal of the sedimentation to allow sufficient water depth for Midwest Terminal to safely

access and operate the transloading facility in conjunction with the regular maintenance dredging (short-term remedy)

2) Construction of control structures to maintain adequate velocity in the area of the Midwest Terminal transloading facility to prevent further deposition (partial short and long-term remedy)

3) During a TEAMS meeting with the USACE on January 16, 2025, the City also discussed the possibility of action, including extending the previously permitted Midwest Terminal trans-loading facility (LRL-1989-00225) to deeper waters not affected by sedimentation (long-term remedy).

4) The “No Build” action, which maintains the status quo, must also be addressed per the USACE guidance (no remedy).

The USACE stated that it will carefully review the information regarding the city's proposed actions before making further decisions.

The City requested that HDR, Inc. prepare a proposal for the Scope of Work, Deliverables, and Cost for the Alternative Analysis required by the reevaluation of Permit #LRL-2008-1267-A. HDR was chosen due to their prior work for the City in that river area. The City Manager provided a Noncompetitive Negotiation Determination for the contract.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Dredging

Account Number: DR0047

Staff Recommendation: Authorize the Mayor to execute a Not-To-Exceed contract for \$185,000 with HDR, Inc. for professional services to prepare an Alternatives Analysis for reevaluation of Permit # LRL-2008-1267-A.

Attachments:

1. ORD agree-HDR – USACE Re-evaluation
2. 2025-05-06\_Proposal\_City of Paducah
3. LRL-2008-1267. Notice of Permit Reevaluation
4. LRL-2008-1267. Permit Reevaluation Request for Additional Information. Final
5. 2025-03-13\_Noncompetitive Negotiation Determination



**ORDINANCE NO. 2024-\_\_\_\_ - \_\_\_\_\_**

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH HDR, INC. NOT TO EXCEED \$185,000 FOR ALTERNATIVES ANALYSIS FOR USACE REEVALUATION OF PERMIT #LRL-2008-1267-A

WHEREAS, the City Manager has provided a Noncompetitive Negotiation Determination for this contract;

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

SECTION 1. That the City of Paducah authorizes the Mayor to execute a Contract for Professional Services with HDR, Inc. in the amount not to exceed \$185,000 for Alternatives Analysis for USACE Reevaluation of Permit #LRL-2008-1267-A. This expenditure shall be charged to the Dredging Account No. DR0047.

SECTION 2. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 13, 2025

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\ord\eng\agree-HDR – USACE Re-evaluation

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 13, 2025

Short Title: Repeal Chapter 2 Division 15 of the Code of Ordinances related to Main Street - **C. GAULT**

Category: Ordinance

Staff Work  
By: Carol Gault  
Presentation  
By: Carol Gault

**Background Information:** This ordinance repeals Chapter 2 Division 15 of the Code of Ordinances of the City of Paducah related to the establishment of a Main Street Board. This repeal is in preparation for Main Street to move to being an external agency with a contract for services with the City of Paducah.

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

If yes, please list the Commission Priority: Downtown

Communications Plan:

Funds Available: Account Name:  
Account Number:

Staff Recommendation:

Attachments:

1. 2 – Main Street Board of Directors Repeal

**ORDINANCE NO. 2025-\_\_\_\_\_-\_\_\_\_\_**

**AN ORDINANCE REPEALING CHAPTER 2, DIVISION 15, MAIN STREET DEPARTMENT BOARD OF DIRECTORS, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY**

WHEREAS, this Ordinance repeals Chapter 2, Division 15, Main Street Department Board of Directors, of the *Code of Ordinances of the City of Paducah, Kentucky*; and

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

**SECTION 1.** That Chapter 2, Division 15, Main Street Department Board of Directors, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby repealed in its entirety:

~~DIVISION 15. — MAIN STREET DEPARTMENT BOARD OF DIRECTORS —~~

~~Sec. 2-571. — Establishment. —~~

~~There is hereby created a board to be known as the Paducah Main Street Board of Directors.~~

~~Sec. 2-572. — Reserved. —~~

~~Sec. 2-573. — Terms of members; appointments; vacancies; and compensation. —~~

~~The Mayor, and with the consent of a majority of the City Commission, shall appoint seven (7) to nine (9) members of the Advisory Board to be called the Paducah Main Street Board of Directors. The board members initially designated shall serve one (1) for a term of two (2) years, two (2) for a term of three (3) years and two (2) for a term of four (4) years. Each term, except for initial appointments, shall be for four (4) years each, and/or until their successors are appointed and qualified. No member may serve more than two (2) full four-year terms. Vacancies shall be filled in the same manner as in the original appointments and for the unexpired term of the vacancy. Board members shall serve without compensation and may not incur any indebtedness to be paid by the City.~~

~~Sec. 2-574. — Role and function. —~~

~~The Main Street Board of Directors shall:~~

~~(1) Assist with National Main Street accreditation. (2) Coordinate with the Downtown Development Specialist in promoting the mission of Main Street and the four (4) point approach (design, organization, promotion and economic restructuring), providing input on programming~~

~~options and providing program review as requested from time to time. The Paducah Main Street Board of Directors shall participate as requested in visionary planning and assist with stimulating greater public awareness and participation by community members and stakeholders.(3)Form citizen/volunteer committees as reasonable and necessary to assist it in its role and function. The Paducah Main Street Board of Directors will select its own Chairperson and Secretary and shall meet not less than quarterly. The Downtown Development Specialist shall attend all meetings of the Paducah Main Street Board of Directors.~~

**SECTION 2. SEVERABILITY.** That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not effect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section, paragraph, and provision, hereof separable from all other sections, paragraphs and provisions.

**SECTION 3. COMPLIANCE WITH OPEN MEETINGS LAWS.** The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

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Mayor George Bray

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, \_\_\_\_\_

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\ord\2 – Main Street Board of Directors Repeal