



**CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 22, 2020
5:30 PM
VIDEO AND/OR AUDIO TELECONFERENCE MEETING**

*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 return it to the City Clerk's Office no later than 3:30 p.m. on the day of the Commission Meeting. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for September 8, 2020
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Purchase of Solid Waste Dumpsters for the FY2021 from Municipal Equipment, Inc., Utilizing the Kentucky State Contract, for an amount not to exceed \$130,000 - C YARBER
	E.	Purchase of Nine (9) Police Pursuit Rated SUV's for the Police Department for the total amount of \$334,929 - C YARBER
	F.	Purchase of Two (2) Pickup Trucks for use by the Street Department in the total amount of \$53,600. - C YARBER
	G.	Acceptance of a Law Enforcement Protection Program Grant in the amount of \$11,305. - B LAIRD
	II.	<u>ORDINANCE(S) - ADOPTION</u>

		A. Setting Tax Levies: Ad Valorem Properties - FY2021 - J PERKINS	
		B. Purchase of Real Estate located at 2640 South 24th Street for the as-is purchase price of \$8,000.00 - R MURPHY	
		C. Final Annexation Ordinance for Bremer, Oliphant & King -- T TRACY	
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Collection of property taxes imposed by the Paducah Independent School District - J PERKINS
	IV.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>	

September 8, 2020

At a Meeting of the Board of Commissioners, held on Tuesday, September 8, 2020, at 5:30 p.m., Mayor Brandi Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243 and SB 150, all members of the Board of Commissioners participated using video and/or audio teleconferencing. The public was invited to view the meeting on the government access channel Government 11 (Comcast channel 11). The meeting was also streamed on the City's You Tube channel for the public's convenience. Further, members of the public were invited to participate in the meeting to make public comments by joining the virtual teleconference.

INVOCATION:

Commissioner McElroy led the Invocation.

PLEDGE OF ALLEGIANCE

Commissioner Abraham led the pledge.

PUBLIC HEARING – Property Tax Levy for FY20-21

Public Information Officer Pam Spencer offered the following summary:

Property Tax Levy for FY2021 – Keeping Same Tax Rate as FY2020 (vote September 22)

“The Paducah Board of Commissioners introduced an ordinance setting the real estate and personal property tax rates for fiscal year 2021. A property tax levy public hearing was held prior to the introduction of the ordinance. The City's real estate tax levy is proposed to be set at 26.7 cents per \$100 assessed value, the same rate as last year (fiscal year 2020).

The City's Compensating Rate, the rate that would keep the revenue at the same amount as FY2020, is 26.3 cents per \$100 assessed value. Kentucky Revised Statutes (KRS) permits a city to adjust the rate upward by not more than 4 percent of the compensating rate. With the proposed 26.7 cents, the City would be taking a rate that is 1.5% more than the compensating rate. Since the City's proposed tax levy is more than the compensating rate, a public hearing was required.

The proposed rate of 26.7 cents is much less than what the rate was more than twenty years ago in fiscal year 1995. At that time the real estate rate was 43.8 cents per \$100 assessed value. The revenue generated by the property tax is the City's second highest revenue source behind the payroll tax.”

CONSENT AGENDA

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

I(A)	Approve Minutes for August 25, 2020
I(B)	Receive and File Documents: <u>Minutes File:</u> 1. Notice of Regular Meeting of the Board of Commissioners of the City of Paducah – August 25, 2020 ((Virtual Meeting) <u>Contract File:</u> 1. Development Agreement between City of Paducah of Weyland Ventures Development, LLC ORD 2020-8-8650 2. First Amendment and Extension to Right of First Refusal Agreement – Between Paducah Riverfront Hotel, LP and City of Paducah ORD 2020-08-8651 3. Construction Documents Project Manual – Flood Pump Station #2 Rehabilitation Project – ORD 2020-08-8652 4. Paducah Downtown Riverfront Development Mixed-Use TIF Project – Consulting Services – Submitted by Commonwealth Economics Partners, LLC – Signed By CM <u>Financials File:</u> 1. Paducah Water Works – July 31, 2020 – Financial Highlights
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER ACCEPTING THE BASE BID OF YOUNGBLOOD EXCAVATIONS CONTRACTORS FOR THE PECK EDUCATION TRAIL FOR NOBLE PARK IN THE AMOUNT OF \$242,690 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2378; BK 11)
I(E)	A MUNICIPAL ORDER APPROVING THE CITY MANAGER’S RECOMMENDATION FOR THE FY21 GRANT-IN-AID PROGRAM AWARDS FOR THE CITY OF PADUCAH (MO #2379; BK 11)
I(F)	A MUNICIPAL ORDER APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE McCRACKEN COUNTY FISCAL COURT FOR THE ADMINISTRATION OF A 2020 JUSTICE ACCOUNTABILITY GRANT (JAG) AWARD AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT (MO #2380; BK 11)

September 8, 2020

Mayor Harless offered motion, seconded by Commissioner McElroy, that the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5)

ORDINANCE ADOPTION

AMEND CODE OF ORDINANCES SECTION 26-31 AND SECTION 26-34 RELATED TO OAK GROVE CEMETERY

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 26, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH." This Ordinance is summarized as follows: This ordinance amends sections 26-31 and 26-34 of the Code of Ordinances of the City of Paducah, Kentucky, related to Oak Grove Cemetery to define the term "Deeds" as a document or instrument which conveys a license use and access for sepulcher only, and does not convey a fee interest in the land of the lot. **(ORD #2020-09-8654)**

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5)

ORDINANCE INTRODUCTION

FY2021 CITY OF PADUCAH PROPERTY TAX LEVY

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED"

<u>PURPOSE</u>	<u>RATE PER \$100.00</u>
<u>General Fund of the City</u>	
Real Property	\$0.267
Personal Property	\$0.390
Motor Vehicles & watercraft	\$0.390
<u>School Purposes</u>	
Paducah Junior College	
Real Estate	\$0.016
Personal Property	\$0.016
Motor Vehicles & watercraft	\$0.031

September 8, 2020

Total Tax Rate per \$100 - real property	\$0.283
Total Tax Rate per \$100 - personal property	\$0.406
Total Tax Rate per \$100 – inventory	\$0.000
Total Tax Rate per \$100 – motor vehicle & watercraft	\$0.421

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

In the case of tax bills which reflect an amount due of less than Nine Hundred Dollars (\$900.00), the payment shall be due on November 1, 2020, and shall be payable without penalty and interest until November 30, 2020.

In the case of all other tax bills, payment shall be in accordance with the following provisions:

- The first half payment shall be due on November 1, 2020, and shall be payable without penalty and interest until November 30, 2020.
- The second half payment shall be due on February 1, 2021, and shall be payable without penalty and interest until February 28, 2021.

PURCHASE OF REAL ESTATE LOCATED AT 2640 SOUTH 24TH STREET FOR THE “AS IS” PURCHASE PRICE OF \$8,000

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A CERTAIN TRACT OF REAL ESTATE GENERALLY LOCATED AT 2640 SOUTH 24TH STREET, PADUCAH, McCRACKEN COUNTY, KENTUCKY, FROM WAYNE STRICKLAND, A/K/A CECIL WAYNE STRICKLAND AND HIS WIFE, NANCY CARROL STRICKLAND, FOR A PUBLIC PURPOSE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.” This ordinance is summarized as follows: This Ordinance authorizes the City of Paducah, Kentucky, to acquire a certain tract of real property, including structures and improvement, generally located at 2640 South 24th Street, Paducah, McCracken County, Kentucky, from Wayne & Nancy Strickland for the purchase price of Eight Thousand Dollars (\$8,000) for the purpose of creating stormwater drainage and management within the area.

FINAL ANNEXATION ORDINANCE FOR BREMER, OLIPHANT & KING

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY FINALIZING THE ANNEXATION OF CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS” This ordinance is summarized as follows: The City of Paducah hereby approves the final annexation of certain tracts of property contiguous to the present city limits, located at 1815 Olivet Church Road, 6215 Blandville Road and 5269 Hinkleville Road, containing 8.6 acres, more or less

COMMENTS BY CITY MANAGER

- String lights are up in the Market House Square area
- There will be a ribbon cutting at the Bob Leeper Bridge on Friday at 11:00 a.m.
- Hours have now been extended for use of Noble Park facilities (skatepark, tennis courts)

September 8, 2020

COMMENTS BY MAYOR AND COMMISSIONERS

- Mayor Harless – There will be a ribbon cutting at the Convention Center on Thursday, September 10 at 10 a.m. This will dedicate the new basketball and volleyball courts. The first tournament is scheduled for this weekend.
- Commissioner McElroy offered a suggestion that the City and some of the Neighborhood Associations open a dialogue to establish guidelines to help celebrate Halloween safely. She suggested encouraging people to stay in their own neighborhoods; working with churches to have them hold “trunk or treat” events on Saturday, the 31st, establishing a curfew, etc.
- Commissioner Wilson stated those were all great ideas.
- Commissioner Abraham – questions the ability to maintain social distancing on Jefferson Street
- Commissioner Watkins – Appreciates that Commissioner McElroy did some “homework” – he also suggests that we get buy-in from the community.
- Mayor Harless suggested that the Jefferson Street Neighborhood Association be brought into the conversation. She has read the CDC Guidelines regarding Halloween.
- Commissioner Abraham had a question for the City Manager regarding the Weyland City Block project.

ADJOURN

Mayor Harless offered motion, seconded by Commissioner Wilson, to adjourn the meeting. All in favor.

Meeting ended at approximately 6:12 p.m.

ADOPTED: September 22, 2020

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

September 22, 2020

Minutes File:

1. Notice of Regular Meeting of the Board of Commissioners of the City of Paducah – September 8, 2020 ((Virtual Meeting)

Deeds File:

1. Deed of Conveyance – City of Paducah to Midtown Alliance of Neighbors (Lot 1 – Remington Subdivision) **ORD 2020-06-8639**
2. Deed of Conveyance – City of Paducah to Midtown Alliance of Neighbors (Lot 2 – Remington Subdivision) **ORD 2020-06-8639**
3. Deed of Conveyance – City of Paducah to Midtown Alliance of Neighbors (Lot 3 – Remington Subdivision) **ORD 2020-06-8639**
4. Deed of Conveyance – City of Paducah to Midtown Alliance of Neighbors (Lot 11A – Remington Subdivision) **ORD 2020-06-8639**

Contract File:

1. Interlocal Agreement for Acceptance and Administration of Edward Byrne Justice Assistance Grant (JAG) Award – **MO #2380**

Financials File:

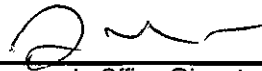
1. City of Paducah – June Investment Summary

Bids:

1. Bid of Youngblood Excavating & Contracting – Peck Education Trail
MO #2378

CITY OF PADUCAH
September 22, 2020

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

9/18/20

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
September 22, 2020**

NEW HIRES - FULL-TIME (F/T)

<u>E911</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Noel, Christopher	Telecommunicator	\$16.79/hr	NCS	Non-Ex	September 24, 2020

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

PARKS & RECREATION

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Butterbaugh, Adam	Laborer - Parks \$18.41/hr	Cemetery Sexton \$20.00/hr	NCS	Ex	September 24, 2020

PARKS & RECREATION

Weems, James	Assistant Recreation Specialist \$17.84/hr	Recreation Specialist \$17.84/hr	NCS	Ex	August 27, 2020
Boyarski, Zachary P.	Assistant Recreation Specialist \$17.84/hr	Recreation Specialist \$17.84/hr	NCS	Ex	August 27, 2020

TERMINATIONS - FULL-TIME (F/T)

PUBLIC WORKS

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Tate, Demacho	ROW - Streets	Resignation	March 26, 2020

E911

Carter, Nicole	Shift Supervisor	Resignation	September 1, 2020
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Agenda Action Form

Paducah City Commission

Meeting Date: September 22, 2020

Short Title: Purchase of Solid Waste Dumpsters for the FY2021 from Municipal Equipment, Inc., Utilizing the Kentucky State Contract, for an amount not to exceed \$130,000 -**C YARBER**

Category: Municipal Order

Staff Work By: Sabrina Orr, Latrisha Pryor

Presentation By: Chris Yarber

Background Information: Municipal Equipment, Inc. is the current Vendor listed on the Commonwealth of Kentucky's Contract for the purchase of solid waste dumpsters. The Public Works Department, Solid Waste Division is in need of new dumpsters to be utilized by commercial businesses within the City and would like to utilize the existing Kentucky State Contract for this purchase. Every year, an amount is allocated toward dumpster purchases in the annual commercial refuse replacement budget. Therefore, we are requesting authorization to order the required dumpsters along with additional replacement parts and lids during the 2021 Fiscal Year in an amount not to exceed the budgeted amount of \$130,000.00. The Kentucky Master Agreement number is MA-758-1600000557.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Solid Waste Fund - Non Rolling Stock-Equipment Other

Account Number: 50002210 542190

Staff Recommendation: To adopt an Municipal Order authorizing the purchase of Solid Waste Dumpsters for the FY2021 utilizing the Kentucky state contract price from Municipal Equipment, Inc., in an amount not to exceed \$130,000.00.

Attachments:

1. KY Master Agreement
2. Municipal Order dumpsters 8-2020



Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 1600000557

Effective Date: 12/4/15

Expiration Date: 12/3/20

Document Description: Recycling Equipment and Supplies

Cited Authority: Competitive Sealed Bidding-Goods and Services

Record Date: 12/6/19

Procurement Folder: 14470

Procurement Type: Standard Goods and Services

Version Number: 3

CONTACT INFORMATION

SSUER:

Daniel Salvato

502-564-5862

daniel.salvato@ky.gov

REASON FOR MODIFICATION

Renewal per the terms and conditions of the master agreement. There are no renewal options remaining on the master agreement.

VENDOR INFORMATION

Name /Address:

Contact:

KY0001281: MUNICIPAL EQUIPMENT INC

CHERYL JAMES

502-962-9527

6305 OLD SHEPHERDSVILLE

LOUISVILLE KY 40228

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

Recycling Equipment, Machines, and Supplies

Extended Description:

The Commonwealth issues this Master Agreement for Recycling Equipment and Supplies from Municipal Equipment, Inc.. Various products from the following manufacturer lines are offered through this contract: Otto Recycling, Perkins Cart Lifts, Baker Waste Equipment, Shaefer Waste Technology, Wastequip, Marathon Nexgen, New Way, Wayne, PacMac, Elgin, GVM. Commonwealth state agencies may access the discount percentage catalog available in eMars. All other interested parties may obtain applicable discount percentages by contacting: Vendor POC: Municipal Equipment Mike

Coriell 502-962-9527 mequip@iglou.com NOTE: Shipments are to be FOB destination. Freight is to be based on actuals and is to be prepaid and added to invoice. A copy of freight bill or other document verifying freight / delivery charges must accompany each invoice.

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF DUMPSTERS, LIDS AND REPLACEMENT PARTS IN AN AMOUNT NOT TO EXCEED \$130,000 FOR FY2021 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH

WHEREAS, this equipment is available under State Contract No. MA-758-1600000557-5 and competitive bidding is not required.

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute purchase agreements and the Finance Director to make payment to Municipal Equipment, Inc., for the purchase of various sized dumpsters, lids and replacement parts for fiscal year 2021, in an amount not to exceed the City's budgeted amount of \$130,000. These containers and accessories will be used by commercial businesses within the City limits of Paducah served by the Solid Waste Division, Engineering-Public Works Department. This purchase is made in compliance with the Kentucky State Purchasing Contract.

SECTION 2. This expenditure shall be charged to Solid Waste Fund-Non-Rolling Stock-Equipment Other, account number 50002210-542190.

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

Mayor Brandi Harless

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 22, 2020
Recorded by Lindsay Parish, City Clerk, September 22, 2020
\\mo\dumpsters 8-2020

Agenda Action Form

Paducah City Commission

Meeting Date: September 22, 2020

Short Title: Purchase of Nine (9) Police Pursuit Rated SUV's for the Police Department for the total amount of \$334,929 - **C YARBER**

Category: Municipal Order

Staff Work By: Randy Crouch, Debbie Collins

Presentation By: Chris Yarber

Background Information: On September 3, 2020 sealed written bids were opened for the purchase of nine (9) Police Pursuit Rated SUV's to be used by the Police Department. Lowest evaluated bid was received from Linwood Motors containing (6) Patrol SUV at \$ 37,735.00 each, and (3) Detective SUV's at \$36,173.00 for a total price of \$334,929.00. In addition, Linwood Motors agreed to allow the City to purchase up to two (2) additional police SUV's in accordance with the specifications at the unit bid price listed above, in the event the City may need to purchase additional police SUV's prior to June 30, 2021 due to loss of a SUV. The delivery time will be 90-120 days after contract execution.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

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

Account Number: 71000210-540050

Staff Recommendation: To receive and file the bid and adopt a Municipal Order authorizing the Mayor to execute a contract with Linwood Motors for the purchase of nine (9) Police Pursuit Rated SUV's for use by the Police Department in the total amount of \$334,929.00 with the option of additional purchase if needed.

Attachments:

1. Linwood - Police SUV bid
2. Bid Tab Nine (9) Police Pursuit Rated SUV's
3. 00000 - Ad for Bid - Police SUV
4. Proposed Agreement
5. Municipal Order - police SUV's 8-2020

**CITY OF PADUCAH
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**



**SPECIFICATIONS FOR THE PURCHASE OF

NINE (9) POLICE PURSUIT RATED SUV'S

FOR USE BY THE
PADUCAH POLICE DEPARTMENT**

August 2020

TABLE OF CONTENTS

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

CONTRACT DOCUMENTS

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

TECHNICAL SPECIFICATIONS

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

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **NINE (9) POLICE PURSUIT RATED SUV'S** for use by the **PADUCAH POLICE DEPARTMENT** on **Thursday, September 3, 2020** at 2:00 P.M. CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS

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

BID EVALUATION - AWARD OF CONTRACT

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

PREFERENCE TO KENTUCKY BIDDERS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

DRUG FREE WORKPLACE

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

OWNER'S RIGHTS RESERVED:

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

INFORMATION FOR BIDDERS

BIDS

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

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

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

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

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

BIDDER OF RECORD

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

INTERPRETATIONS

Any Bidder having questions regarding any portion of the specifications, or may be in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, can submit a **WRITTEN** request via **EMAIL** for interpretation no later than **12:00 noon CST on Monday, August 31, 2020**, to the Attention of:

Randy Crouch, Superintendent
Public Works Department
VIA EMAIL: Rcrouch@paducahky.gov

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

BIDDER'S QUALIFICATIONS

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

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

CERTIFICATIONS

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

CONFLICTS, GRATUITIES AND KICKBACKS

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

BID PRICES - UNIT PRICES

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

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

UNIT PRICES

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

COMPLIANCE WITH SPECIFICATIONS

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

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

EXCEPTIONS AND/OR VARIATIONS

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

DELIVERY

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

MANUFACTURE SPECIFICATIONS AND WARRANTIES

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

SERVICE CAPABILITIES

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

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

EXAMINATION OF SPECIFICATIONS

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

OPENING OF BIDS

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

WITHDRAWAL OF BIDS

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

BID EVALUATION - AWARD OF CONTRACT

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

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

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

PREFERENCE TO LOCAL MATERIALS AND LABOR

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

PREFERENCE TO KENTUCKY BIDDERS

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

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

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

EXECUTION OF AGREEMENT

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

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

LICENSE REQUIREMENT

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

PERMITS, CERTIFICATES, LAWS, ORDINANCES AND CODES

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

EQUAL EMPLOYMENT OPPORTUNITY

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

DRUG FREE WORKPLACE

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

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS

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

REQUESTS FOR PAYMENT

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

REJECTION OF BIDS

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

OWNER'S RIGHTS RESERVED

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM

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

Addendum No(s) _____ Dated _____

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Police Vehicles in accordance with the Specifications	6 3	Each	\$ <u>37,735</u> \$ <u>34,173</u>	\$ <u>334,929</u>
2	In the event the City may need to purchase additional vehicles prior to June 30, 2021, will the Bidder allow the purchase of Two Additional Police Vehicles in accordance with the Specifications at the Proposed Unit Price provided herein?			YES <u>X</u>	NO _____

Proposed Body Manufacturer, Model and Year: 2021 Dodge Durango Pursuit

Proposed Delivery Time (days): 90-120 days

Location of the full service maintenance facility: Lenwood Motors 3345 Park Ave

Providence KY 40301

GRADING CRITERIA

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

ATTACHEMENTS TO THE BID PROPOSAL REQUIRED:

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

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

PREFERENCE TO KENTUCKY BIDDERS

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

Bidder is a resident of the following state: _____

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

BID DOCUMENTS:

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

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

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: Lennox Motors

BY: Jack Brenneman DATE: 9/1/20

TITLE: Sales Mgr / Fleet

ADDRESS: 3345 Park Ave
Paducah, KY 42001

PHONE: 444-6201 FAX: 442-2941

CELL PHONE: 994-2377 E-MAIL: JackBrennan@Lennox.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 20480057

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 263707

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 3553

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

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

1. **NON-COLLUSION**

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

2. **WORKERS' COMPENSATION AFFIDAVIT**

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

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

3. **CAMPAIGN FINANCE LAWS**

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

4. **KRS 45A.343**

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

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

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

5. **KY DEPT OF REVENUE**

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

6. **TAXES AND FEES**

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

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

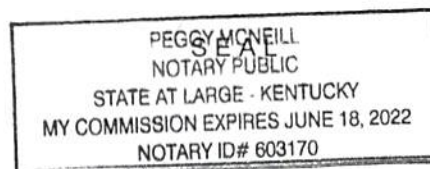
Signature: [Signature]
Printed Name: JAKE BRENNINGMEYER
Title: SALES MGR / FLEET
Company: LINWOOD MOTOR
Date: 9/1/20

STATE OF Kentucky)
COUNTY OF MC Cracker)

The foregoing instrument was sworn to and acknowledged before me this 1 day of Sept, 2020, by Jake Brenningmeyer, Sales Mgr (title) of Linwood Motor (Name of Company).

My commission expires: 6-18-2022.

[Signature]
Notary Public, State at Large



EVALUATION FORM

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

BIDDER: _____

DATE: _____

Grading Criteria Formula:

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

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

Rating x Weighted Percent = Criterion Score

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

GRADING CRITERIA

NO.	CRITERIA ITEMS	RATING VALUE (0-10)	WEIGHTED PERCENT	CRITERION SCORE
1.	Number of Technical Specifications Met		30	
2.	Price		65	
3.	Delivery Time		5	
4.				
5.				
6.				
7.				
8.				
9.				
10.				

BIDDER'S OVERALL TOTAL SCORE _____

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

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

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

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **NINE (9) POLICE PURSUIT RATED SUV's** to be used by the **Police Department** in full compliance with the Bid Proposal Dated September 3, 2020 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

ARTICLE 3. THE CONTRACT SUM

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

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS: _____

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

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

NOTICE OF AWARD

TO: VENDOR

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

After consideration of all bids received for the above referenced **Nine (9) POLICE PURSUIT RATED SUV's**, for use by the **Paducah Police Department**, you are hereby notified that your Bid dated **September 3, 2020**, has been accepted as the responsive bid with the lowest **{evaluated}** bid price in accordance with the specifications. This Award is contingent upon final approval of the City of Paducah Board of Commissioners.

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

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

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

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

By _____

Title _____

NOTICE TO PROCEED

TO: **VENDOR**

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

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

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

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

By _____

Title _____

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

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS	\$ _____
DEDUCTIONS	\$ _____

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

APPROVALS REQUIRED:

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

INSURANCE AND LEGAL RESPONSIBILITY

INSURANCE

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

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

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

INDEMNIFICATION

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

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

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

ACCIDENT PREVENTION

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

PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES

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

COMPLIANCE WITH ALL LAWS

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

DRUG FREE WORK PLACE REQUIREMENTS

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

NON-BINDING MEDIATION

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

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

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

BREACH-DEFAULT

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

OWNER'S RIGHT TO TERMINATE CONTRACT

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

PROGRESS AND PAYMENT

CONTRACT TIME

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

SCHEDULE OF COMPLETION

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

CHANGES IN THE WORK

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

EXTENSION OF CONTRACT TIME

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

REQUESTS FOR PAYMENT

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

OWNER'S ACTION ON A REQUEST FOR PAYMENT

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

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

OWNER'S RIGHT TO WITHHOLD

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

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

AFFIDAVITS OF PAYMENT

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

TERMINATION OF VENDOR'S RESPONSIBILITY

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

CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

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

TECHNICAL SPECIFICATIONS

SCOPE

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

GENERAL

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

DELIVERY

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

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

MANUALS AND SUPPLIES

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

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

SERVICE CAPABILITIES

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

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

ITEMS CONSIDERED EQUAL MAY BE PROPOSED

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

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

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

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

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

SUBMITTED BY: Linwood M. Jones (Bidder)

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

<u>SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>
1. Shall Be V-6 no less than 290hp	☒	☐
2. Pursuit Rated	☒	☐
3. Automatic Transmission	☒	☐
4. Certified Speedometer	☒	☐
5. Front Bucket Seats - Cloth	☒	☐
6. Full Size Spare	☒	☐
7. Electric Windows and Door Locks	☒	☐
8. Shall Be All-Wheel Drive	☒	☐
9. MaxLiner- MaxFloormat Floor Liners Front and Rear	☒	☐
10. Black Steel Wheels or IMP-8249GB Black 10 Spoke Wheel Skins	☒	☐
11. Hands Free Calling (Bluetooth)	☒	☐
12. Tilt Steering	☒	☐
13. Back-Up Camera	☒	☐
14. Key Fob Feature w/ 4 sets of keys	☒	☐
15. Cruise Control	☒	☐

SPECIFICATIONS PAGE 2

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

	<u>YES</u>	<u>NO</u>
1. Jotto Desk Console with Cup Holder and Arm Rest Specific to Vehicle	✓	
2. Wig-Wag Headlamps or LED's Mounted in Headlamp to Simulate Wig-Wag	✓	
3. Flashing Back-up Lamps Mounted in the Rear White Reverse Lens	✓	
4. 100 Watt Siren Speaker Mounted Behind Grille	✓	
Whelen Siren Model 2955LSA6 mounted in Console with switch operation given	✓	
5. after bid award		
6. Radio Wiring and Antenna ran to Console, Antenna Mounted on Roof rear	✓	
7. 12V Power & Ground Wiring with (3) 12V Accessory Outlets Mounted in Console	✓	
Charge Guard Auto Shutoff Timer Mounted in Console with All Upfitter Installed		
8. Equipment Powered by Charge Guard	✓	
9. Jotto Desk A-MOD Laptop mount Specific to Vehicle	✓	
Whelen Edge (Front)-XLP2-piece LED with Takedowns mounted top interior		
windshield, Red on Driver side and Blue on Passenger side		
10. (IX34UFZRRRTTBBB)	✓	
Whelen Edge (Rear)-RTX Series Rear Facing Super-LED with Traffic Advisor		
mounted top interior rear lift gate glass, Red on Driver side and Blue on		
11. Passenger Side (ISTRAY8RRRRBBBB)	✓	
Whelen ION Wide Angle Series Super-LED Universal Light-mounted on the		
interior of the rear cargo area, and facing out each of the rear side cargo		
windows, with Blue (TL1B) on the Left and Right sides, mounted on Bottom of	✓	
12. glass		

Three (3) Vehicles to be Equipped with the following extras for Detectives

	<u>YES</u>	<u>NO</u>
American Aluminum CamLock Valt System Item Code: VT UP (Specific to		
vehicle) 45"Wx24"Dx8"H w/Bracket, Locking System Keyed Alike, Mate Black	✓	
1. Power Coating and Top Bracket		
Exterior Color to be chosen after bid is Awarded (Vendor to contact prior to		
2. order).	✓	

Six (6) Vehicles to be Equipped with the following extras for Patrol

	<u>YES</u>	<u>NO</u>
1. Spotlight Mounted in Left A-Pillar	✓	
2. White Exterior Color	✓	
Whelen ION Wide Angle Series Super-LED Universal Light-mounted on the		
interior of the rear passenger area, and facing out each of the rear side		
passenger windows, with Blue (TL1B) in front and Red (TL1R) in rear on the Left		
3. and Right sides, mounted on Bottom of glass	✓	
Whelen Tracer Red, Blue 60" LED Rocker Panel Lights. Dual Color Capability		
4. mounted on the Right and Left side, lower rocker panel on the pinch weld area	✓	
Sentina Single Prisoner Cell w/Full Replacement seat. Door Panels and Rear		
5. Cargo Barrier (1K057DUR11FSR)	✓	
Camera System to be Installed by Vendor (Camera System will be furnished by		
6. City of Paducah)	✓	
Sound-off Signal Intersector Lights (white/clear) shall be mounted on Door		
7. Mirrors	✓	
8. Rear Door Locks, Windows and Inside Door Handle inoperable from rear seat	✓	
9. Sentina Vertical Weapons Locker System (GK10301S1USSCAXL)	✓	
10. Brother Printer mount Specific to Vehicle	✓	

LINWOOD MOTORS
3345 PARK AVE
PADUCAH, KY 420014039

Priced Order Confirmation (POC)

Date Printed:	2020-09-01 11:26 AM	VIN:	1C4RDJFG3LC443431	Quantity:	01
Estimated Ship Date:	2020-08-28 1:59 AM	VON:	46159833	Status:	KZ - Released by plant invoiced
Date Ordered:	2020-06-24 3:53 PM	Ordered By:	S33385P	FAN 1:	00KDA City of Paducah
				FAN 2:	
				Client Code:	
				Bld Number:	TB0066
				PO Number:	

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

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

Vehicle:

2020 DURANGO PURSUIT AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT AWD	34,870
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	'H7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5TB	August Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB0066	Government Incentives	0
Group Funds:	T26	ST.LOUIS OUTSTATE-DAA	0
	B26	ST.LOUIS OUTSTATE-PPA/EB-PF	0
Destination Fees:			1,495
Total Price:			<u>36,365</u>

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01
Salesperson:			
Customer Name:			
Customer Address:			

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

LINWOOD MOTORS
3345 PARK AVE
PADUCAH, KY 420014039

2020-09-01 11:32 AM
VIN: VON:

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

2021 DURANGO PURSUIT VEHICLE AWD (WDEE75)

MSRP(USD)

Sales Code	Description	Model:	Package:	Paint/SealTrim:	Options:	Non Equipment:	Bid Number:	Discounts:	Destination Fees:
WDDE75	DURANGO PURSUIT VEHICLE AWD	2BZ	Customer Preferred Package 2BZ						
		ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS						
		DFT	8-Spd Auto 850RE Trans (Make)						
		PW7	White Knuckle Clear Coat						
		APA	Monotone Paint						
		*C5	Black						
		4DH	Prepaid Holdback						
		4ES	Delivery Allowance Credit						
		MAF	Fleet Purchase Incentive						
		CW6	Deactivale Rear Doors/Windows						
		AVF							
		5N6	Easy Order						
		4FM	Fleet Option Editor						
		4FT	Fleet Sales Order						
		151	Zone 51-Chicago						
		4EA	Sold Vehicle						
		4FA	Special Bid-Ineligible For Incentive						
		TB1066	Government Incentives						
		YG1	7.5 Additional Gallons of Gas						

Total Price:

37.570

66

PSP Month/Week:

Build Priority:

Fleet
1-Sold Order

Scheduling Priority:

Salesperson:

Customer Name:

Customer Address:

USA

Instructions:

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

QUOTE

RAPID RESPONSE

EMERGENCY LIGHTING & EQUIPMENT

1031 Washington St.
Paducah, Ky. 42003
(270) 933-1111
Brad@rapidresponse-1.com

TO Jake Brenningmeyer
Linwood Motors
3345 Park Ave.
Paducah, Ky. 42001
270 444-6892

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
3	Detective Durango's		
	Equipment 4,372.00		
	Freight 150.00	5,422.00	16,266.00
	Labor 900.00		
6	Patrol Durango's		
	Equipment 8,122.00		
	Freight 150.00	9,772.00	58,632.00
	Labor 1,500.00		
TOTAL			74,898.00

Standard Features - WDEE75-DURANGO PURSUIT AWD	
Code	Description
JJ3	118 MPH Maximum Speed Calibration
JKP	12 Volt AUX Power Outlet - Front
JJM	12 Volt AUX Power Outlet - Rear
JCF	140 MPH Primary Cert. Speedometer
WP1	18X8.0 Painted Aluminum Wheels
DJC	195MM Front Axle
DRH	195MM Rear Axle
XCH	2 Additional Key Fobs
BAJ	220 Amp Alternator
NF4	24.6 Gallon Fuel Tank
CFN	2nd Row 60/40 Folding Seat
DLK	3.45 Rear Axle Ratio
ERC	3.6L V6 24V VVT Engine Upg I w/ESS
BR8	4-Wheel Disc Heavy Duty Brakes
CYD	5 Passenger Seating
RCG	6 Speakers
BCZ	650 Amp AGM Battery
RFJ	7.0" Touch Screen Display
DFT	8-Spd Auto 850RE Trans (Make)
RD3	Accent Color Shark Fin Antenna
MRD	Accent Color Wheel Lip Molding
GAK	Acoustic Windshield
CBD	Active Head Restraints
CG3	Advanced Multistage Front Air Bags
JMA	Air Filtering
RFP	Apple CarPlay
HAH	ATC w/3 Zone Temp Control
LMG	Automatic Headlamps
BC1	Aux Battery
MWT	AWD Badge
CTL	Base Door Trim Panel
MMG	Belt Moldings
MFF	Black Grille
MNK	Body Color Door Handles
LEP	Body Color Exterior Mirrors
MLH	Body Color/Accent Color Front Fascia
MBT	Body Color/Accent Color Rear Fascia
XJM	Capless Fuel Fill w/o Discriminator
CKN	Cargo Compartment Carpet
CKT	Cargo Tie Down Loops
CGU	Child Seat Anchor System-LATCH Ready
MFP	Chrome Headlamp Bezels
*H7	Cloth Low-Back Bucket Seats

Standard Features - WDEE75 DURANGO PURSUIT AWD

Code	Description
DS7	Conventional Differential Frt Axle
DS8	Conventional Differential Rear Axle
CLG	Covered Cargo Storage
GEG	Deep Tint Sunscreen Glass
CF9	Delete 3rd Row Seat
X82	Door Parts Module
CBR	Door Trim Panel w/Ambient Lighting
CGY	Drvr Inflatable Knee-Bolster Air Bag
JJB	Dual Note Electric Horns
MZJ	Durango Bright Badge
SBL	Electric Power Steering
BNB	Electronic Stability Control
NHA	Engine Oil Cooler
LSE	Enhanced Accident Response System
NHJ	Exterior Mirrors w/Heating Element
NAA	Federal Emissions
CKD	Floor Carpet
BNR	Four Wheel Traction Control
LBR	Front & Rear Interior LED Lamps
GCB	Front Door Tinted Glass
X83	Front End Parts Module
X8W	Front Fascias Parts Module
MDA	Front License Plate Bracket
LAX	Front Passenger Seat Belt Alert
X89	Front Suspension Damper Parts Module
X84	Front Suspension Parts Module
CDW	Frt Pass Forward Fold Flat Seat
CUF	Full Length Floor Console
TBP	Full Size Spare Tire
LBC	Glove Box Lamp
RF5	Google Android Auto
JLP	GPS Antenna Input
Z6K	GVW Rating - 6500#
LMB	Halogen Headlamps
X8Y	Headliner Parts Module
NMC	Heavy Duty Engine Cooling
BNG	Hill Start Assist
HGA	Hood Insulation
CWP	Illuminated Cupholders
LAC	Illuminated Entry
JB5	Instr. Panel Platinum Chrome Bezel
X81	Instrument Panel Parts Module
RTF	Integrated Center Stack Radio

Standard Features - WDEE75-DURANGO PURSUIT AWD	
Code	Description
XRB	Integrated Voice Command w/Bluetooth
CSV	Interior Assist Handles
XS4	K Black Interior Accents
GAP	Laminated Front Door Glass
LA3	LED Taillamps w/Red Accents
CXG	Lock On Sync Tire Press Sensor
CLX	Luxury Front & Rear Floor Mats
RS6	Media Hub (2 USB, Aux)
TZH	Michelin Brand Tires
APA	Monotone Paint
XA8	Non Adjustable Pedals
SDA	Normal Duty Suspension
CUN	Overhead Console
TP5	P265/60R18 BSW On/Off Road Tires
XH3	Parksense Rr Park Assist w/Stop
XAC	ParkView Rear Back-up Camera
CSR	Passenger Assist Handles
SCJ	Perforated Leather Wrapped Strg Whl
JPU	Power 4-Way Driver Lumbar Adjust
JPR	Power 8-Way Drvr/Manual Pass Seat
JKY	Power Accessory Delay
GTS	Power Heated Mirrors, Fold-Away
XJA	Power Locking Fuel Filler Door
JPB	Power Locks
JAJ	Premium Instrument Cluster w/Tach
HGP	Premium Insulation Group
LNN	Projector Fog Lamps
XPF	Protective Coating and Remover
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch, Up & Down
XFC	R1234YF A/C Refrigerant
BHC	Rain Brake Support
BHD	Ready Alert Braking
HBB	Rear Air Conditioning w/Heater
X8U	Rear Fascias Parts Module
SES	Rear Load Leveling Suspension
X91	Rear Suspension Damper Parts Module
X85	Rear Suspension Parts Module
GNK	Rear View Auto Dim Mirror
GFA	Rear Window Defroster
JHB	Rear Window Wiper/Washer
GXM	Remote Keyless Entry
GXD	Remote Proximity Keyless Entry

Standard Features - WDEE75 DURANGO PURSUIT AWD	
Code	Description
X8Z	Seat Parts Module
XX7	Selectable Steering Modes
GXX	Sentry Key Theft Deterrent System
MRF	Sill Molding
JER	Silver Metal Brush Instr Panel Bezel
DHY	Single Speed Transfer Case
AHV	Special Service Group
NHM	Speed Control
XG8	Sport Mode
LNQ	Spot Lamp Wiring Prep.
WLB	Steel Spare Wheel
RDZ	Steering Wheel Mounted Audio Ctrls
XHZ	Stop-Start Dual Battery System
GNV	Sun Visors w/Vanity Mirror
CJ5	Supp. Side Curtain All Rows Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
JFJ	Temperature & Compass Gauge
SUD	Tilt/Telescope Steering Column
GBB	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module
XGM	Tire Pressure Monitoring Display
BNT	Trailer Sway Damping
NHQ	Transmission Heater
UAG	Uconnect 4 with 7" Display
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center

Package Details		
Customer Preferred Package 2BZ		
Package Contents	FWP (USD)	MSRP (USD)
3.6L V6 24V VVT Engine Upg I w/ESS	0	0
8-Spd Auto 850RE Trans (Make)	0	0
Durango Pursuit Vehicle	0	0
Package Value Price	0	0
NET PACKAGE PRICE	0	0

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

THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a 2016 through 2020 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

YOUR LEGAL RIGHTS UNDER THIS LIMITED WARRANTY

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

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

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

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

Incidental and Consequential Damages Not Covered

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

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

Persons to Whom the Limited Warranty is Offered

This Limited Warranty is provided to owners of a 2016 through 2020 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

What This Limited Warranty Extension Covers

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

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

Parts Covered

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

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

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

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

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

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

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

HOW TO GET WARRANTY SERVICE

Where to Take Your Vehicle

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

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

WHAT IS NOT COVERED UNDER THIS FCA US LLC LIMITED WARRANTY

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

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

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

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



LINWCHR-01

BLENTINJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2020

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

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

PRODUCER

Universal Group, Ltd.
2625 S. 140th St
Omaha, NE 68144

CONTACT

NAME:
PHONE
(A/C, No, Ext): (402) 399-8721
E-MAIL
ADDRESS:

FAX
(A/C, No): (402) 399-9714

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Harco

26433

INSURER B: ClearPath Mutual Ins Co

INSURER C: General Security Indemnity Company of Arizona

INSURER D:

INSURER E:

INSURER F:

INSURED

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: OTA-Other Than Auto		CPP 0007370-01	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTA Aggregate \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CPP 0007370-01	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Eq accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		BU 0007370-01	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000.00 AGGREGATE \$ 15,000.00
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC100-0173989-2020A	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500.00 E.L. DISEASE - EA EMPLOYEE \$ 500.00 E.L. DISEASE - POLICY LIMIT \$ 500.00
A	GarageKeepers		CPP 0007370-01	7/1/2020	7/1/2021	See Below Breakdown
C	Open Lot / Inventory		26444-00558-02	7/1/2020	7/1/2021	See Below Breakdown

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

Continuous Until Cancelled

GarageKeepers -

Location 1 - \$300,000 Comp & Special Causes

Location 2 - \$300,000 Comp & Special Causes

Location 3 - \$350,000 Comp & Special Causes

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Kentucky Motor Vehicle Commission
105 Sea Hero Rd, Ste 1
Frankfort, KY 40601

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

AUTHORIZED REPRESENTATIVE

Linwood

PADUCAH



Jeep.



RAM



HYUNDAI

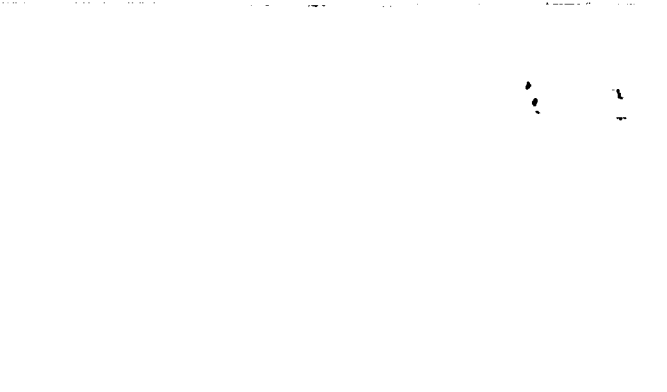
NEW
THINKING.
NEW
POSSIBILITIES.

www.linwoodmotors.net

Jake Brenningmeyer
SALES MANAGER/FLEET

3345 Park Avenue
Paducah, KY 42001
Phone 270-444-6901
Fax 270-442-2941
Cell 270-994-2377

jakebrenningmeyer@gmail.com



CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT

Nine (9) Police Pursuit Rated SUV's
LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST on Thursday, September 3, 2020

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Jake Brenningmeyer 3345 Park Ave Paducah, KY 42001	Paducah Ford Allyn Moore 3476 Park Ave Paducah, KY 42001	Humbolt Chrysler Dodge Jeep Steven Blackstock 3301 E End Drive Humbolt, Tn 38340	Lonnie Cobb Ford Steven Blackstock 1618 US Hwy 45N Henderson, Tn 38340	John Jones Auto Group Bob Copas 9249 Hwy 150 Greenville, Ind 47124
Nine (9) Police Pursuit Rated SUV's	\$334,929.00	\$367,110.00	\$353,019.00	\$369,663.00	\$397,758.00

Delivery Time	90/120 days	69 days	180 days	120/180 days	90 days
Manufacturer:	Dodge	Ford	Dodge	Ford	Dodge

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

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

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

ADVERTISEMENT FOR SEALED BIDS

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **Nine (9) Police Pursuit Rated SUV's** for use by the Paducah Police Department at 2:00 P.M.CST, on **Thursday, September 3, 2020**. All bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky. Copies of the specifications may be obtained at the office of the Public Works Fleet Department located at 1120 North 10th Street. More information regarding this purchase may be found at the City of Paducah's website: www.paducahky.gov under Request for Bids.

PUBLISH ONCE: Under Legal Notice – Wednesday, August 19, 2020

AFTER RECEIPT: Send an e-mail to: dcollins@paducahky.gov to verify placement of ad

INVOICE: City of Paducah – Attention Audra Herndon

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

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

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

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **NINE (9) POLICE PURSUIT RATED SUV's** to be used by the **Police Department** in full compliance with the Bid Proposal Dated **September 3, 2020** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **90-120** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Three Hundred Thirty-Four Thousand, Nine Hundred Twenty Nine Dollars (\$334,929.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on **September 22, 2020** by Municipal Order # _____.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF PADUCAH NINE (9) POLICE PURSUIT RATED SUV'S IN AN AMOUNT OF \$334,929 WITH OPTION TO PURCHASE TWO (2) ADDITIONAL SUV'S AT THE UNIT BID PRICE BEFORE JUNE 30, 2021, FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Linwood Motors for six (6) patrol SUV at \$37,735 each and three (3) detective SUV's at \$36,173, for a total price of \$334,929, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2021, for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of September 3, 2020.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors for the purchase of a total of nine (9) Police Pursuit Rated SUV's, authorized in Section 1 above, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2021, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. These purchases shall be charged to Rolling Stock/Vehicles Account No. 71000210-540050.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 22, 2020
Recorded by Lindsay Parish, City Clerk, September 22, 2020
MO\police SUV's 8-2020

Agenda Action Form

Paducah City Commission

Meeting Date: September 22, 2020

Short Title: Purchase of Two (2) Pickup Trucks for use by the Street Department in the total amount of \$53,600. - **C YARBER**

Category: Municipal Order

Staff Work By: Randy Crouch, Debbie Collins

Presentation By: Chris Yarber

Background Information: On September 3, 2020 sealed written bids were opened for the purchase of Two (2) Pickup Trucks to be used by the Street Department. Lowest evaluated bid was received from Linwood Motors at \$26,800.00 each for a total price of \$53,600.00. The delivery time will be 90-120 days after contract execution

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

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

Account Number: 71000210-540050

Staff Recommendation: To receive and file the bid and adopt a Municipal Order authorizing the Mayor to execute a contract with Linwood Motors for the purchase of two (2) Pickup Trucks for use by the Street Department in the total amount of \$53,600.00.

Attachments:

1. Bid Tab - Pickup (2)
2. Linwood - 2 Pickup Truck bid
3. 00000 - Ad for Bid - Pickup Truck
4. Proposed Agreement
5. Municipal Order - purchase-2 pickup trucks Street Department

CITY OF PADUCAH, KENTUCKY**PUBLIC WORKS DEPARTMENT****Two (2) Pickup Trucks - Street Department****LOWEST EVALUATED BID****BID OPENING: 2:00 p.m. CST on Thursday, September 3, 2020**

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Jake Brenningmeyer 3345 Park Ave Paducah, KY 42001	Paducah Ford Allyn Moore 3476 Park Ave Paducah, KY 42001	Humbolt Chrysler Dodge Jeep Steven Blackstock 3301 E End Drive Humbolt, Tn 38340	Lonnie Cobb Ford Steven Blackstock 1618 US Hwy 45N Henderson, Tn 38340
Two (2) Pickup Trucks	\$53,600.00	\$58,948.00	\$53,112.00	\$60,942.00

Delivery Time	90/120 days	59 days	180 days	160/180 days
Manufacturer:	Dodge Ram	Ford	Dodge Ram	Ford

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

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

Responsive & Responsible Bidder:	Yes	Yes	No	Yes
Evaluation Score:	949.00	941.50		855.00
BID RECOMMENDED FOR ACCEPTANCE	Yes	No	No	No

EVALUATION FORM

VEHICLE: TWO (2) Pickup Trucks for use by Street Department

DATE: 9-3-2020

BIDDER: Linwood Motors

Grading Criteria:

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

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

Rating x Weighted Percent = Criterion Score

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

GRADING CRITERIA

NO.	CRITERIA ITEMS	WEIGHTED - PERCENT	RATING VALUE (0-10)	CRITERION SCORE
1	Technical Specifications Met	25	10	250
2	Price \$53,600.00	65	10	650
3	Delivery Time (to include up-fitting) 90/120 days 59/120=.49x10=4.90	10	4.90	49.00

BIDDER'S OVERALL TOTAL SCORE

949

EVALUATION FORM

VEHICLE: TWO (2) Pickup Trucks for use by Street Department

DATE: 9-3-2020

BIDDER: Paducah Ford

Grading Criteria:

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

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

Rating x Weighted Percent = Criterion Score

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

GRADING CRITERIA

NO.	CRITERIA ITEMS	WEIGHTED - PERCENT	RATING VALUE (0-10)	CRITERION SCORE
1	Technical Specifications Met	25	10	250
2	Price \$58,948.00 $53600.00/58,948.00=.91 \times 10=9.10$	65	9.10	591.50
3	Delivery Time (to include up-fitting) 59 days	10	10	100

BIDDER'S OVERALL TOTAL SCORE

941.50

EVALUATION FORM

VEHICLE: TWO (2) Pickup Trucks for use by Street Department

DATE: 9-3-2020

BIDDER: Humbolt Chrysler Dodge Jeep

Grading Criteria:

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

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

Rating x Weighted Percent = Criterion Score

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

GRADING CRITERIA

NO.	CRITERIA ITEMS	WEIGHTED - PERCENT	RATING VALUE (0-10)	CRITERION SCORE
1	Technical Specifications Met	25		
2	Price \$53,112.00	65		
3	Delivery Time (to include up-fitting) 180 days	10		

BIDDER'S OVERALL TOTAL SCORE _____

**NON RESPONSIVE
NO WARRANTY INFORMATION**

EVALUATION FORM

VEHICLE: TWO (2) Pickup Trucks for use by Street Department

DATE: 9-3-2020

BIDDER: Lonnie Cobb Ford

Grading Criteria:

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

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

Rating x Weighted Percent = Criterion Score

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

GRADING CRITERIA

NO.	CRITERIA ITEMS	WEIGHTED - PERCENT	RATING VALUE (0-10)	CRITERION SCORE
1	Technical Specifications Met	25	10	250
2	Price \$60,942.00 $53600.00/60942.00=.88 \times 10=8.80$	65	8.80	572.00
3	Delivery Time (to include up-fitting) 160-180 days $59/180=.33 \times 10=3.30$	10	3.30	33

BIDDER'S OVERALL TOTAL SCORE

855

CITY OF PADUCAH

PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS



SPECIFICATIONS FOR THE PURCHASE OF

TWO (2) PICKUP TRUCKS

FOR USE BY
STREET DEPARTMENT

August 2020

TABLE OF CONTENTS

TWO (2) PICKUP TRUCKS
for use by
STREET DEPARTMENT

CONTRACT DOCUMENTS

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

TECHNICAL SPECIFICATIONS

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

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **TWO (2) PICKUP TRUCKS** for use by the **STREET DEPARTMENT** on **Thursday, September 3, 2020** at 2:00 P.M. CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS

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

BID EVALUATION - AWARD OF CONTRACT

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

PREFERENCE TO KENTUCKY BIDDERS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

DRUG FREE WORKPLACE

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

OWNER'S RIGHTS RESERVED:

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

INFORMATION FOR BIDDERS

BIDS

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

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

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

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

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

BIDDER OF RECORD

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

INTERPRETATIONS

Any Bidder having questions regarding any portion of the specifications, or may be in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, can submit a **WRITTEN** request via **EMAIL** for interpretation no later than **12:00 noon CST on Monday, August 31, 2020**, to the Attention of:

Randy Crouch, Superintendent
Public Works Department
VIA EMAIL: Rcrouch@paducahky.gov

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

BIDDER'S QUALIFICATIONS

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

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

CERTIFICATIONS

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

CONFLICTS, GRATUITIES AND KICKBACKS

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

EXCEPTIONS AND/OR VARIATIONS

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

DELIVERY

The Bidder shall indicate the projected delivery time in the Bid Proposal. **Delivery price shall be included in the Bid Price**, and shall include all transportation, fees, taxes, labor, materials, equipment, tools and services necessary for complete manufacture and delivery. Additionally, the vehicle delivered shall be equipped with a full supply of fuel, oil and lubricants upon delivery. At the time of delivery, all equipment must meet or exceed federal, state and local safety, health, lighting and emission standards.

MANUFACTURE SPECIFICATIONS AND WARRANTIES

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

SERVICE CAPABILITIES

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

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

EXAMINATION OF SPECIFICATIONS

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

OPENING OF BIDS

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

WITHDRAWAL OF BIDS

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

BID EVALUATION - AWARD OF CONTRACT

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

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

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

PREFERENCE TO LOCAL MATERIALS AND LABOR

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

PREFERENCE TO KENTUCKY BIDDERS

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

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

EXECUTION OF AGREEMENT

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

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

LICENSE REQUIREMENT

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

PERMITS, CERTIFICATES, LAWS, ORDINANCES AND CODES

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

EQUAL EMPLOYMENT OPPORTUNITY

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

DRUG FREE WORKPLACE

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

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS

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

REQUESTS FOR PAYMENT

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

REJECTION OF BIDS

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

OWNER'S RIGHTS RESERVED

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

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

**BID PROPOSAL for Two (2) POLICE
PICKUP TRUCKS
for use by the
STREET DEPARTMENT**

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

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **Two (2) Pickup Trucks** for use by the **Street Department** in accordance with the specifications and other contract documents prepared by the Public Works Department, at the prices stated below.

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

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

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

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

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

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

ADDENDUM

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

Addendum No(s) _____ Dated _____

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Pickup Trucks in accordance with the Specifications	2	Each	\$ <u>26,800</u>	\$ <u>53,600</u>

Proposed Body Manufacturer, Model and Year: 21' RAM 1500 4x4

Proposed Delivery Time (days): 90-120 days

Location of the full service maintenance facility: L2NWOOD Motors 3345 PARK AVE
PADUCAH, KY, 42001

GRADING CRITERIA

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

ATTACHEMENTS TO THE BID PROPOSAL REQUIRED:

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

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

PREFERENCE TO KENTUCKY BIDDERS

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

Bidder is a resident of the following state: _____

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

BID DOCUMENTS:

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

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

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: L2NWOOD MOTORS

BY: JAKE KENNEDY DATE: 9/1/20

TITLE: SALES MGR / FLEET

ADDRESS: 3345 PARK AVE
PADUCAH, KY 42001

PHONE: 444-6901 FAX: 442-2941

CELL PHONE: 994-2377 E-MAIL: JAKEKENNEDY@GMAIL.COM

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 204850057

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 263707

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 3553

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

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

1. NON-COLLUSION

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

2. WORKERS' COMPENSATION AFFIDAVIT

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

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

3. CAMPAIGN FINANCE LAWS

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

4. KRS 45A.343

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

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

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

5. **KY DEPT OF REVENUE**

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

6. **TAXES AND FEES**

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

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

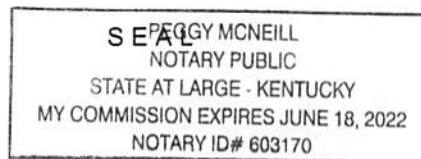
STATE OF Ky)

COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 1 day of Sept, 2020, by Jake Brenningmeyer, Sales Mgr (title) of Linnwood Motors (Name of Company).

My commission expires: 6-18-22.

Notary Public, State at Large



EVALUATION FORM

VEHICLE: TWO (2) Pickup Trucks for use by Street Department

DATE: _____

BIDDER: _____

Grading Criteria:

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

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

Rating x Weighted Percent = Criterion Score

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

GRADING CRITERIA

NO.	CRITERIA ITEMS	WEIGHTED - PERCENT	RATING VALUE (0-10)	CRITERION SCORE
1	Technical Specifications Met	25	_____	_____
2	Price	65	_____	_____
3	Delivery Time (to include up-fitting)	10	_____	_____

BIDDER'S OVERALL TOTAL SCORE _____

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

AGREEMENT TO PURCHASE TWO (2) PICKUP TRUCKS

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

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **TWO (2) PICKUP TRUCKS** to be used by **Street Departments** in full compliance with the Bid Proposal Dated **September 3, 2020** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

ARTICLE 3. THE CONTRACT SUM

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

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

ADDRESS:

Post Office Box 2267
Paducah, Kentucky 42002-2267

NOTICE OF AWARD

TO: VENDOR

VEHICLE: TWO (2) PICKUP TRUCKS

After consideration of all bids received for the above referenced **TWO (2) PICKUP TRUCKS**, you are hereby notified that your Bid dated September 3, 2020, has been accepted as the responsive bid with the lowest **evaluated** bid price in accordance with the specifications. This Award is contingent upon final approval of the City of Paducah Board of Commissioners.

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

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

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

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

By _____

Title _____

NOTICE TO PROCEED

TO: **VENDOR**

VEHICLES: **TWO (2) PICKUP TRUCKS**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **TWO (2) PICKUP TRUCKS** for use by **STREET DEPARTMENTS** in full accordance with the Agreement dated _____, the Specifications any Addendums issued on or before _____, and you are to deliver the Vehicles within _____ (xx) consecutive calendar days thereafter. Therefore, the required date of delivery of the **TWO (2) PICKUP TRUCKS** is _____. The contract completion date shall be adjusted for all documented shut down periods and approved extensions as outlined in the specifications.

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

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

By _____

Title _____

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

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS	\$ _____
DEDUCTIONS	\$ _____

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

APPROVALS REQUIRED:

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

INSURANCE AND LEGAL RESPONSIBILITY

INSURANCE

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

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

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

INDEMNIFICATION

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

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

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

ACCIDENT PREVENTION

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

PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES

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

COMPLIANCE WITH ALL LAWS

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

DRUG FREE WORK PLACE REQUIREMENTS

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

NON-BINDING MEDIATION

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

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

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

BREACH-DEFAULT

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

OWNER'S RIGHT TO TERMINATE CONTRACT

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

PROGRESS AND PAYMENT

CONTRACT TIME

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

SCHEDULE OF COMPLETION

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

CHANGES IN THE WORK

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

EXTENSION OF CONTRACT TIME

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

REQUESTS FOR PAYMENT

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

OWNER'S ACTION ON A REQUEST FOR PAYMENT

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

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

OWNER'S RIGHT TO WITHHOLD

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

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

AFFIDAVITS OF PAYMENT

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

TERMINATION OF VENDOR'S RESPONSIBILITY

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

CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

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

TECHNICAL SPECIFICATIONS

SCOPE

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

GENERAL

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

DELIVERY

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

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

MANUALS AND SUPPLIES

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

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

SERVICE CAPABILITIES

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

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

TWO (2) PICKUP TRUCKS
TECHNICAL SPECIFICATIONS
and

Compliance with Technical Specifications Form

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

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

SUBMITTED BY: L. N. W. M. 10-25 (Bidder)

Vehicle Make, Model and Year Proposed: 21' Ram 1500 4x4

SPECIFICATIONS

YES

NO

1. Two (2) New 1/2 ton Full Size Pickup, Reg Cab, LWB 4Wheel Drive, V8

✓

FEATURES

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

✓

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LINWOOD MOTORS
3345 PARK AVE
PADUCAH, KY 420014039

Configuration Preview

Date Printed: 2020-09-01 8:52 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00KDA City of Paducah
FAN 2:
Client Code:
Bid Number: TB1066
PO Number:

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

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

Vehicle: 2021 1500 TRADESMAN REG CAB 4X4 (140.5IN WB / 8FT 0IN BOX) (DS6L62)

	Sales Code	Description	MSRP(USD)
Model:	DS6L62	1500 TRADESMAN REG CAB 4X4 (140.5IN WB / 8FT 0IN BOX)	33,050
Package:	26B	Customer Preferred Package 26B	0
	EZH	5.7L V8 HEMI MDS VVT Engine	1,450
	DFK	8-Spd Auto 8HP70 Trans (Buy-US)	500
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	MDA	Front License Plate Bracket	0
	AJH	Power and Remote Entry Group	735
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	151	Zone 51-Chicago	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB1066	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,695
Total Price:			<u>37,430</u>

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

PSP Month/Week:
Build Priority: 99

Instructions: USA

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

RAPID RESPONSE

THANK YOU FOR YOUR BUSINESS!

Standard Features - DS6L62-1500 TRADESMAN REG CAB 4X4 (140.5IN WB / 8FT 0IN BOX)		
Code	Description	
MSV	"Classic" Badge	
JCB	120 MPH Primary Speedometer	
JJJ	12V Auxiliary Power Outlet	
BAB	160 Amp Alternator	
W1A	17" Steel Spare Wheel	
WFP	17X7.0 Steel Wheels	
DJG	215MM Front Axle	
DRN	235MM REAR AXLE	
DMC	3.21 Rear Axle Ratio	
ERB	3.6L V6 24V VVT Engine	
NFX	32 Gallon Fuel Tank	
SCF	4-Spoke Steering Wheel	
CBE	40/20/40 Split Bench Seat	
MUS	4X4 Badge	
RFU	5.0" Touchscreen Display	
NAS	50 State Emissions	
RCG	6 Speakers	
XFK	7 Pin Wiring Harness	
BCN	730 Amp Maintenance Free Battery	
DFT	8-Spd Auto 850RE Trans (Make)	
MDX	Active Grille Shutters	
CG3	Advanced Multistage Front Air Bags	
HAA	Air Conditioning	
BRT	Anti-Lock 4-Wheel Disc Brakes	
RSU	Audio Jack Input for Mobile Devices	
LMG	Automatic Headlamps	
NHB	Auxiliary Transmission Oil Cooler	
CTL	Base Door Trim Panel	
CU3	Behind the Seat Storage / Bin	
MNA	Black Door Handles	
MB1	Black Front Bumper	
MFF	Black Grille	
MBN	Black Rear Bumper	
CKJ	Black Vinyl Floor Covering	
XJ8	Body Color Fuel Filler Door	
LPE	Cargo and CHMSL Lamp	
X8S	Center Console Parts Module	
WMJ	Center Hub	
XFJ	Class III Bumper Hitch	
JAE	Cluster 3.5" TFT B&W Display	
DS7	Conventional Differential Frt Axle	
DS8	Conventional Differential Rear Axle	
HGB	Dash Liner Insulation	

Standard Features - DS6L62-1500 TRADESMAN REG CAB 4X4 (140.5IN WB / 8FT.0IN BOX)	
Code	Description
MD8	Delete Front License Plate Bracket
X82	Door Parts Module
X8J	Door Trim Panel Module
CSP	Driver/Passenger Assist Handles
JJ8	Dual Note Electric Horns
DH9	Elec Shift-on-the-Fly P/Time T/Case
XXU	Electronic Shift
BNB	Electronic Stability Control
NHA	Engine Oil Cooler
RDD	Fixed Long Mast Antenna
HGF	Floor Tunnel Insulation
CDR	Front Armrest w/Three Cupholders
MXC	Front Bumper Sight Shields
X83	Front End Parts Module
SFB	Front Heavy Duty Shock Absorbers
CGD	Front Height Adjust Shoulder Belts
LAX	Front Passenger Seat Belt Alert
SHA	Front Stabilizer Bar
MEN	Front Wheel Spats
TBS	Full Size Temporary Use Spare Tire
JLP	GPS Antenna Input
Z6F	GVW Rating - 6600#
LME	Halogen Quad Headlamps
*TX	HD Vinyl 40/20/40 Split Bench Seat
LA6	Incandescent Taillamps
JY1	Instrument Cluster Theme 1 (Base)
JBF	Instrument Panel Black Bezel
X81	Instrument Panel Parts Module
XR8	Integrated Voice Command w/Bluetooth
XJJ	Locking Tailgate
GPU	Manual 6 x 9 Black Mirrors
JP8	Manual Adjust Seats
JE8	Manual Door Locks
JF8	Manual Windows
RS6	Media Hub (USB, Aux)
MCL	Molded-in-Black Upper Fascia
APA	Monotone Paint
CE8	No Lumbar Adjust
XA8	Non Adjustable Pedals
CUN	Overhead Console
TTM	P265/70R17 BSW All Season Tires
XAC	ParkView Rear Back-up Camera
XBS	Pickup Box

Standard Features - DS6L62-1500 TRADESMAN REG CAB 4X4 (140.5IN WB / 8FT 0IN BOX)	
Code	Description
JKY	Power Accessory Delay
SBA	Power Rack and Pinion Steering
XFC	R1234YF A/C Refrigerant
MGA	Ram's Head Badge
LCH	Rear Dome Lamp
GJD	Rear Fixed Window
SGB	Rear Heavy Duty Shock Absorbers
SHF	Rear Stabilizer Bar
GNA	Rear View Day/Night Mirror
MPP	Rear Wheel Spats
MHL	Rear Wheel Well Liners
RSX	Remote USB Port
RS3	Remote USB Port - Charge Only
C1G	Rotary Shifter-Black
X8Z	Seat Parts Module
GXX	Sentry Key Theft Deterrent System
NHM	Speed Control
CJ4	Supp Side Curtain Front Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
JFJ	Temperature & Compass Gauge
SUA	Tilt Steering Column
GAC	Tinted Glass Windows
GBB	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module
TBM	Tire Carrier Winch
XGM	Tire Pressure Monitoring Display
XFU	Trailer Tow w/4-Pin Connector Wiring
UAA	Uconnect 3 with 5" Display
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center
4ZB	Vendor Painted Cargo Box Tracking

Package Details		
TRADESMAN		
Package Contents	FWP (USD)	MSRP (USD)
5.7L V8 HEMI MDS VVT Engine	1335	1450
8-Spd Auto 8HP70 Trans (Buy-US)	460	500
Tradesman Package	0	0
Package Value Price	0	0
NET PACKAGE PRICE	1795	1950

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

THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a 2016 through 2020 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

YOUR LEGAL RIGHTS UNDER THIS LIMITED WARRANTY

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

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

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

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

Incidental and Consequential Damages Not Covered

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

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

Persons to Whom the Limited Warranty is Offered

This Limited Warranty is provided to owners of a 2016 through 2020 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

What This Limited Warranty Extension Covers

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

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

Parts Covered

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

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

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

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

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

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

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

HOW TO GET WARRANTY SERVICE

Where to Take Your Vehicle

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

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

WHAT IS NOT COVERED UNDER THIS FCA US LLC LIMITED WARRANTY

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

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

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



LINWCHR-01

BLENTINJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2020

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

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

PRODUCER
Universal Group, Ltd.
2625 S. 140th St
Omaha, NE 68144

CONTACT
NAME:
PHONE
(A/C, No, Ext): (402) 399-8721
E-MAIL
ADDRESS:

FAX
(A/C, No): (402) 399-9714

INSURER(S) AFFORDING COVERAGE

NAIC #

26433

INSURED

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

INSURER A: Harco

INSURER B: ClearPath Mutual Ins Co

INSURER C: General Security Indemnity Company of Arizona

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR X Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRC ☐ JEC ☐ LOC X OTHER: OTA-Other Than Auto		CPP 0007370-01	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTA Aggregate \$ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CPP 0007370-01	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED X RETENTION \$ 10,000		BU 0007370-01	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC100-0173989-2020A	1/1/2020	1/1/2021	X PER STATUTE IOTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	GarageKeepers		CPP 0007370-01	7/1/2020	7/1/2021	See Below Breakdown
C	Open Lot / Inventory		26444-00558-02	7/1/2020	7/1/2021	See Below Breakdown

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

Continuous Until Cancelled

GarageKeepers -

Location 1 - \$300,000 Comp & Special Causes

Location 2 - \$300,000 Comp & Special Causes

Localton 3 - \$350,000 Comp & Special Causes

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Kentucky Motor Vehicle Commission
105 Sea Hero Rd, Ste 1
Frankfort, KY 40601

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

AUTHORIZED REPRESENTATIVE

Linwood

PADUCAH



Jeep.



RAM



HYUNDAI

NEW
THINKING.
NEW
POSSIBILITIES.

www.linwoodmotors.net

Jake Brenningmeyer
SALES MANAGER/FLEET

3345 Park Avenue
Paducah, KY 42001
Phone 270-444-6901
Fax 270-442-2941
Cell 270-994-2377

jakebrenningmeyer@gmail.com

ADVERTISEMENT FOR SEALED BIDS

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **TWO (2) PICKUP TRUCKS** for use by Street Department at 2:00 P.M.CST, on **Thursday, September 3, 2020**. All bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky. Copies of the specifications may be obtained at the office of the Public Works Fleet Department located at 1120 North 10th Street. More information regarding this purchase may be found at the City of Paducah's website: www.paducahky.gov under Request for Bids.

PUBLISH ONCE: Under Legal Notice – Wednesday, August 19, 2020

AFTER RECEIPT: Send an e-mail to: dcollins@paducahky.gov to verify placement of ad

INVOICE: City of Paducah – Attention Audra Herndon

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

AGREEMENT TO PURCHASE TWO (2) PICKUP TRUCKS

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

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **TWO (2) PICKUP TRUCKS** to be used by **Street Departments** in full compliance with the Bid Proposal Dated **September 3, 2020** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **90-120** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Fifty-Three Thousand and Six Hundred Dollars (\$53,600.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on **September 22, 2020** by Municipal Order# _____.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF TWO (2) PICKUP TRUCKS IN THE AMOUNT OF \$53,600, FOR USE BY THE STREET DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Linwood Motors, in the amount of \$53,600, (\$26,800 each) for sale to the City of two (2) pickup trucks for use by the Street Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of September 3, 2020.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, for the purchase of two (2) pickup trucks, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicles Fleet Lease Trust Fund account, account number 71000210-540050.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 22, 2020
Recorded by Lindsay Parish, City Clerk, September 22, 2020
\\mo\\purchase-2 pickup trucks Street Department

Agenda Action Form

Paducah City Commission

Meeting Date: September 22, 2020

Short Title: Acceptance of a Law Enforcement Protection Program Grant in the amount of \$11,305. - **B LAIRD**

Category: Municipal Order

Staff Work By: Ty Wilson, Robin Newberry
Presentation By: Brian Laird

Background Information: The Law Enforcement Protection Program enables KOHS to provide law enforcement agencies across the state funds to purchase duty equipment on a year-around basis. LEPP provides grants for body armor, duty weapons, ammunition, electronic-control devices, electronic-control weapons or electronic-muscular disruption technology, and body-worn cameras to sworn peace officers and service animals. These funds are available for cities, counties, charter counties, unified counties, urban-counties, consolidated local government police departments, public university safety and security departments, sheriff's departments and special law enforcement officers attached to school districts.

The City of Paducah applied for an LEPP Grant in 2018 per Municipal Order number 2083. The City has now been awarded \$11,305 for the purchase of seventeen body armor vests for the Paducah Police Department. The funds will be used for reimbursement for the regularly scheduled purchase for vests.

Does this Agenda Action Item align with a Strategic Plan Action Step? No
If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct Mayor to execute all required grant award documents.

Attachments:

1. City of Paducah Law Enforcement Protection Program Award Letter
2. MO # 2083 - LEPP application 2018
3. City of Paducah LEPP Grant Agreement
4. Municipal Order - police-award body armor KOHS LEPP 2018



**OFFICE OF THE GOVERNOR
KENTUCKY OFFICE OF HOMELAND SECURITY**

**Andy G. Beshear
Governor**

200 Mero Street
Frankfort, KY 40622
Phone 502-564-2081
Fax 502-564-7764
www.homelandsecurity.ky.gov

**Josiah L. Keats
Executive Director**

March 5, 2020

Honorable Brandi Harless
Mayor, City of Paducah
P.O. Box 2267
Paducah, KY 42002-2267

Dear Mayor Harless:

On behalf of Governor Andy Beshear, I am pleased to inform you that your city has been awarded \$11,305.00 from the Kentucky Office of Homeland Security Law Enforcement Protection Program Grant. The award is for the purchase of seventeen body armor vests so the Paducah Police Department can better serve and protect the citizens of the city.

The Law Enforcement Protection Program is a state program funded solely by the sale of confiscated weapons received by the Kentucky State Police from agencies such as your police department.

Detailed information is forthcoming from our office about specific requirements to begin your task. However, no portion of Law Enforcement Protection funds may be obligated or used in any manner until an agreement is formally created, signed, and returned to you.

If you have any questions, please contact Junnadel Bowling at 502.564.2081 or junnadel.bowling@ky.gov.

Very Respectfully,

A handwritten signature in blue ink, appearing to read "J. Keats", with a long horizontal stroke extending to the right.

Josiah L. Keats
Executive Director

c: Honorable Danny Carroll, Kentucky State Senator
Honorable Randy Bridges, Kentucky State Representative
Jeremy Buchanan, Executive Director, Purchase Area Development District

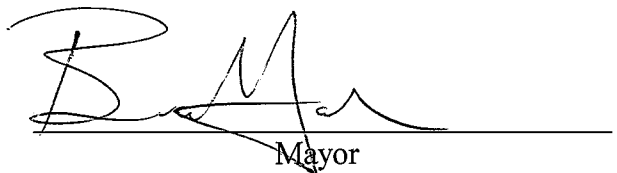
MUNICIPAL ORDER NO. 2083

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO OBTAIN A 2018 REIMBURSEMENT GRANT THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY, LAW ENFORCEMENT PROTECTION PROGRAM, IN THE AMOUNT OF \$13,209 TO BE USED TO PURCHASE 21 BODY ARMOR VESTS FOR THE PADUCAH POLICE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

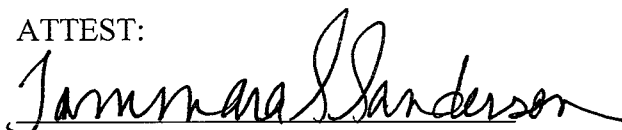
SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary to obtain a 2018 reimbursement grant through the Kentucky Office of Homeland Security, Law Enforcement Protection Program, in the amount of \$13,209 to be used to reimburse the Paducah Police Department for the purchase of 21 body armor vests. No local cash or in-kind match is required.

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



Mayor

ATTEST:



Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, March 27, 2018

Recorded by Tammara S. Sanderson, City Clerk, March 27, 2018

\\mo\grants\police-app body armor KOHS LEPP 2018



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

SC 094 2100000549

Version: 1

Record Date:

Document Description: City of Paducah

Cited Authority: KRS16.220(4)
Law Enforcement Protection Program

Reason for Modification:

Issuer Contact:Name: Junnadel Bowling
Phone: 502-564-2081
E-mail: junnadel.bowling@ky.gov**Vendor Name:**
CITY OF PADUCAH

PO BOX 2267

PADUCAH KY 42002-2267

Vendor No. KY0033652**Vendor Contact**Name: CORIE COLE
Phone: 270-444-8512
Email: CCOLE@PADUCAH.KY.GOV**Effective From:** 2020-09-15**Effective To:** 2021-03-31

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		City of Paducah	\$0.000000	\$11,305.00	\$11,305.00

Extended Description:

Scope of Work:

Second party shall purchase 17 body armor vests for the Paducah Police Department. Law Enforcement Protection Program maximum reimbursement amount for each vest is in accordance with City of Paducah's LEPP application quotes and not to surpass \$665.00 per vest. Limit one body armor vest per officer listed on the grant application.

Effective Date: September 15, 2020

Expiration Date: March 31, 2021

Shipping Information:	Billing Information:
Kentucky Office of Homeland Security 200 Mero Street Frankfort KY 40622	Kentucky Office of Homeland Security 200 Mero Street Frankfort KY 40622

TOTAL CONTRACT AMOUNT:	\$11,305.00
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Memorandum of Agreement Terms and Conditions
Revised December 2019

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Office of Homeland Security ("the Commonwealth") and City of Paducah ("the Contractor") to establish an agreement for Law Enforcement Protection Program. The initial MOA is effective from September 15, 2020 through March 31, 2021.

Scope of Services:

Second party shall purchase 17 body armor vests for the Paducah Police Department. Law Enforcement Protection Program maximum reimbursement amount for each vest is in accordance with City of Paducah's LEPP application quotes and not to surpass \$665.00 per vest. Limit one body armor vest per officer listed on the grant application.

Pricing: \$11,305.00

Law Enforcement Protection Program Clauses

WHEREAS, KRS 16.220 establishes a fund in the Governor's Office of Homeland Security to provide grants to a city, county, charter county, unified local government, urban-county government, consolidated local government police department; university safety and security department organized pursuant to KRS 164.950; school districts that employ special law enforcement officers as defined in KRS 61.900; and sheriff's department for the purchase of body armor for sworn peace officers of those departments and service animals, as defined in KRS 525.010, of those departments; firearms (duty weapons) or ammunition; and electronic control devices, electronic control weapons, or electro-muscular disruption technology.

WHEREAS, the Recipient has made application with the Commonwealth for a grant for such purposes; and

WHEREAS, a committee appointed by the Executive Director of the Kentucky Office of Homeland Security has reviewed the applications of all agencies that have applied for grant funds for such purposes and has made its recommendations to the Commonwealth;

NOW, THEREFORE, in consideration of the mutual covenants, commitments, and conditions contained herein, the Commonwealth and the Recipient agree as follows:

Identification & Obligations of the Parties

First Party

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The Office of the Governor, Kentucky Office of Homeland Security (KOHS) (as the First Party), in the exercise of its lawful duties, has determined that the functions outlined in this Agreement and in the attachment(s) thereto, are necessary for compliance with either the statutory and regulatory requirements of the Kentucky Office of Homeland Security.

Second Party

The Second Party is the contractor as defined by KRS 45A.030 (9) and agrees that they are willing, available and qualified to perform the scope of work as detailed in this agreement and as specifically outlined.

Extensions and Amendments to this Agreement

The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Executive Director of the Kentucky Office of Homeland Security, the Secretary of the Finance and Administration Cabinet, and/or the Legislative Research Commission's Government Contracts Review Committee.). Any modification requests to this agreement must be made in writing to the Kentucky Office of Homeland Security at least 45 days prior to the expiration date of this agreement.

Choice of Law and Forum Provision

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation and performance of this agreement. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Sole Benefit

This Agreement is intended for the sole benefit of the First Party, the Second Party, and is not intended to create any other beneficiaries.

Successors and Assigns

This Agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this Agreement shall bind and ensure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Entire Agreement

This Agreement forms the entire agreement between the parties as to scope and subject matter of this Agreement. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

Severability

If any provision of this Agreement is held judicially invalid, the remainder of the Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Waiver of Breach

If a party waives enforcement of any provision of this Agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

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Campaign Finance

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Agreement.

Liability and Indemnity

Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable law.

Identification of the Object or Subject Matter of the Contract

Performance Specifications

The Second Party agrees that all funds received from the Commonwealth in accordance with this agreement shall be used solely for the purchase of body armor, duty weapons and ammunition and/or electro-muscular disruption technology for sworn officers.

The Second Party agrees that body armor purchased using these funds shall meet or exceed standards issued by the National Institute of Justice for body armor.

The Second Party agrees that funds received from the Commonwealth in accordance with this agreement shall not be used to replace existing body armor unless that body armor has been in actual use for a period of five (5) years or longer or has been so damaged that it is no longer serviceable.

The Second Party shall use its own procurement procedures that reflect applicable state and local laws for all purchases of body armor, duty weapons and ammunition, and/or electro-muscular disruption technology in accordance with this agreement.

The Second Party shall retain all records relating to this agreement until the records are audited by the Commonwealth, or for three (3) years after the project has been closed out by the Commonwealth, whichever occurs first.

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The Second Party shall cooperate fully with the Commonwealth and provide any documentation requested by the Commonwealth in order to facilitate the obligations set out in this agreement. The Second Party shall be responsible for the expenditure of funds in accordance with all applicable laws. Any unauthorized or improper expenditure of funds or expenditure of funds other than in accordance with the terms of this agreement by the Second Party shall be deemed default of this agreement by the First Party.

The Second Party shall repay the Commonwealth all funds that are not spent in accordance with this agreement and appropriate laws.

Property

Property purchased by the Second Party for the purposes of fulfilling the requirements of the scope of services for this agreement is incorporated into this document by reference.

Subgrant Conditions

The Second Party shall follow the conditions outlined in the Kentucky Office of Homeland Security Grant Application Subgrant Conditions, which are incorporated into this document by reference.

Monitoring

The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the Kentucky Office of Homeland Security may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party.

Equipment Inventory

The Second Party must submit to the First Party an inventory of all equipment purchased with these state funds. This inventory must include the item inventory number, item description, and site where equipment is located.

Open Records

Request for information under the Kentucky Open Records Act which may reasonably lead to the discovery of any information related to homeland security records as defined by KRS 61 may not be disclosed without the written approval of the Executive Director of the Kentucky Office of Homeland Security.

Consideration and Conditions for Payment

Total Amount of Contract and Contract Period

The Second Party's and/or Third Party's fees and expenses relative to the performance of the scope of services outlined in this Agreement and in the detailed attachment(s) (if applicable) to this agreement shall not exceed the Total Grant Award Amount as set forth in this Agreement. The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Earliest Date of Payment

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No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695(7) payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Payments

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable, and timely request for reimbursements. Reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer (EFT).

Final request for reimbursement for purchases made in accordance with this agreement by Second Party must be submitted to the First Party no later than 30 calendar days after the expiration date of this agreement. The Second Party agrees to forfeit their grant award funds if Second Party fails to comply with reimbursement requirements and deadlines as outlined in this agreement.

Financial Management System

Applicable only to contract agreements where reimbursement is based upon actual, allowable costs.

The Second Party agrees to establish and/or maintain a financial management system which shall provide for accurate, current, and complete disclosure of the financial results of the functions/ services performed under this agreement in accordance with the reporting requirements as set forth in this Agreement and attachment(s) thereto; records that identify the source and application of funds for activities/functions/services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances, if applicable, assets, liabilities, expenditures and income; effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement; procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this Agreement and any attachment(s) thereto; and accounting records that are supported by source documentation.

Conflict of Interest Laws and Principles

The contractor certifies that he is legally entitled to enter into this contract agreement with the Commonwealth of Kentucky, and by holding and performing the terms and conditions of this agreement will not violate any conflict of interest statute, including but not limited to KRS 45A.330-45A.340, 45A.990, KRS 164.390, and KRS 11A.040 of the Executive Branch code of ethics, relating to the employment of former public servants

Time of Performance

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Modifications to Contract

The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311). Any modification requests to this agreement must be made in writing to the Kentucky Office of Homeland Security at least 45 days prior to the expiration date of this agreement.

Notices

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, email, or by mail to the other party.

Performance Timeline

Upon request by the First Party, the Second Party will provide summaries of progress made to date on this agreement. Should the First Party find the performance unacceptable, the First Party shall provide written notification and may immediately cancel the agreement.

Purchasing and Specifications

The Second Party certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and Section 7.09 that pertains to conflict of interest laws and principles, "He" is construed to mean "They" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "He" is construed to mean any person with an interest therein.

Confidentiality

The Second Party agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the Second Party by the First Party in the administration of this contract.

Procurement

The acquisition of goods and services by the Contractor in performance of this Agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (28CFR, 32 CFR, others).

Duty of Cooperation

Cooperation

It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of the Kentucky Office of Homeland Security in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any Federal or State regulations, statues and guidelines with respect to the grant rests with the Kentucky Office of Homeland Security and as such, will ensure that every effort is made to honor that compliance guidance.

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**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

1.00 Effective Date:

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

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

2.00 EEO Requirements

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

3.00 Cancellation clause:

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

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4.00 Funding Out Provision:

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

5.00 Reduction in Contract Worker Hours:

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

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

6.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws:

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

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

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with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

_____ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:

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

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

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available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

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

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

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

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

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

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with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

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

Second Party:

_____ Signature	_____ Title
_____ Printed Name	_____ Date

First Party:

_____ Signature	Executive Director _____ Title
Josiah Keats _____ Printed Name	_____ Date

Approved as to form and legality:

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO ACCEPT A GRANT AWARD AND TO EXECUTE ALL DOCUMENTS NECESSARY TO OBTAIN A 2018 REIMBURSEMENT GRANT THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY, LAW ENFORCEMENT PROTECTION PROGRAM, IN THE AMOUNT OF \$11,305 TO BE USED TO PURCHASE SEVENTEEN (17) BODY ARMOR VESTS FOR THE PADUCAH POLICE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to accept a 2018 reimbursement grant through the Kentucky Office of Homeland Security, Law Enforcement Protection Program, in the amount of \$11,305 to be used to reimburse the Paducah Police Department for the purchase of seventeen (17) body armor vests. No local cash or in-kind match is required.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 22, 2020
Recorded by Lindsay Parish, City Clerk, September 22, 2020
\\mo\grants\police-award body armor KOHS LEPP 2018

Agenda Action Form

Paducah City Commission

Meeting Date: September 22, 2020

Short Title: Setting Tax Levies: Ad Valorem Properties - FY2021 - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

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

The City's General Fund real estate tax levy is proposed to remain at \$26.7 cents per \$100 assessed value (AV). The proposed FY2021 rate is 61% of what the rate was in FY1995, when the City made a conscious effort to lower real estate tax rates.

The City's General Fund personal tax levy is proposed to be \$39 cents per \$100 AV. The proposed FY2021 rate is 23% less than the FY1995 rate.

The City eliminated inventory taxes years ago in order to encourage inventory-rich business growth in Paducah. The City's inventory rate was phased out over a four-year period, 1998 through 2002, and fully eliminated in FY2003. The inventory tax revenue would have been nearly \$873,000 in FY2021, if it were still in place today.

Staff proposes the City's tax levy be set at 26.7 cents per \$100 AV, the same as last year (FY2020). The FY2021 compensating rate is 26.3 cents per \$100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 27.4 cents. The City of Paducah is proposing to take keep the rate the same as last year which is 1.5% more than the compensating rate.

From FY2001 to FY2021, the City of Paducah lowered its real estate tax levy by 3.3 cents, while others increased their tax levy.

The property tax levy ordinance will be introduced on September 8, 2020 with the second and final reading on September 22, 2020. Since the City's proposed tax levy is more than the 'compensating rate' of 26.3 cents per \$100 AV, a public hearing is required; a public hearing is scheduled for September 8, 2020.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

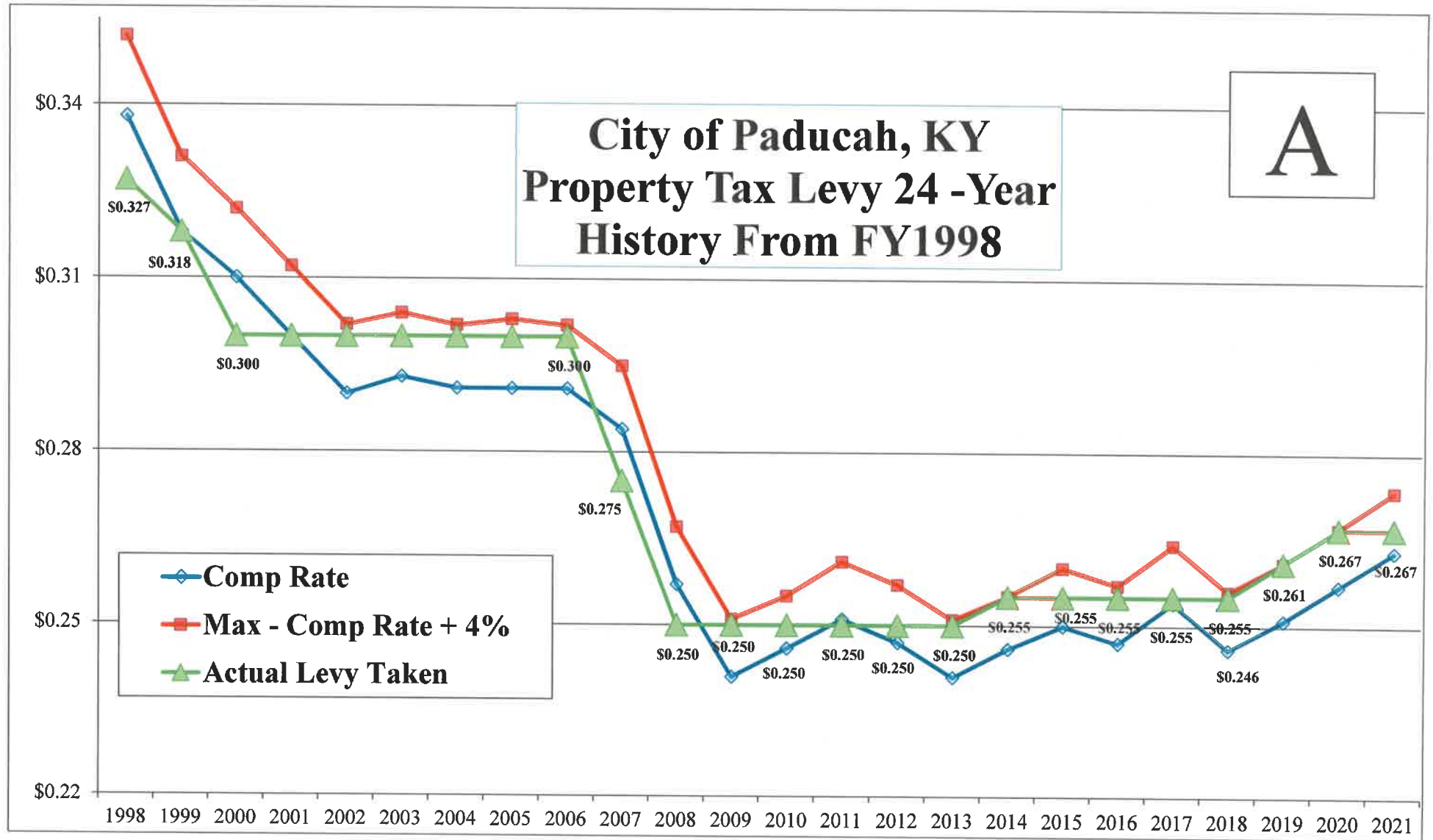
If yes, please list the Action Step Item Codes(s): Recommend that the Mayor and Commission adopt the proposed 2020-2021 real estate and personal ad valorem tax levies as proposed.

Funds Available: Account Name:
Account Number:

Staff Recommendation: The City of Paducah will set the 2020-2021 property tax levies as required by KRS.

Attachments:

1. PropTx Levy Hist from FY1998
2. Tax Rate FY2021



AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2020, through June 30, 2021, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty six and 7/10 cents (\$.267) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2020, through June 30, 2021, upon all taxable personal property including motor vehicles and watercraft, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty-nine cents (\$0.390) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. All taxes levied by Section 1 and 2 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2020, through June 30, 2021.

SECTION 4. There is hereby further levied an ad valorem tax of one and 6/10 cents (\$0.016) on each one hundred dollars (\$100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2020, through June 30, 2021, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 5. There is hereby further levied an ad valorem tax of one and 6/10 cents (\$0.016) on each one hundred dollars (\$100.00) of assessed valuation of all personal property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2020, through June 30, 2021, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of three and 1/10 cents (\$0.031) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2020, through June 30, 2021, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. The taxes levied under this ordinance are summarized as follows:

PURPOSE	RATE PER \$100
GENERAL FUND OF THE CITY:	
Real Property	\$0.267
Personal Property (except inventory)	\$0.390
Motor Vehicles and watercraft	\$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE	
Real Estate	\$0.016
Personal Property (except inventory)	\$0.016
Motor Vehicles and watercraft	\$0.031

SECTION 8. Property taxes levied herein shall be due and payable in the following manner:

- (1) In the case of tax bills which reflect an amount due of less than Nine Hundred Dollars (\$900.00), the payment shall be due on November 1, 2020, and shall be payable without penalty and interest until November 30, 2020.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2020, and shall be payable without penalty and interest until November 30, 2020.
 - (b) The second half payment shall be due on February 1, 2021, and shall be payable without penalty and interest until February 28, 2021.

SECTION 9. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 10. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners September 8, 2020
Adopted by the Board of Commissioners September 22, 2020
Recorded by Lindsay Parish, City Clerk, September __, 2020
Published by The Paducah Sun, September __, 2020
ORD\FINANCE\Tax Rate FY2021

Agenda Action Form

Paducah City Commission

Meeting Date: September 22, 2020

Short Title: Purchase of Real Estate located at 2640 South 24th Street for the as-is purchase price of \$8,000.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Rick Murphy, Melanie Townsend

Presentation By: Rick Murphy

Background Information: 2640 South 24th Street is located immediately adjacent to the South 24th Street Bridge that the City just replaced and enhanced through FEMA funding. The property is located within a floodplain. The current improvements on the property will be removed and the property will be graded to allow for better stormwater drainage and management within the area. The property is assessed at \$18,000 by the McCracken County PVA. Mr. & Mrs. Strickland have agreed upon an as-is purchase price of \$8,000 for the property.

This purchase will also support a larger prospective project involving improvement of South 24th Street.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): I-3: Stormwater Utility Maintenance and Mitigation
CI-4: Improve Street Conditions within the City

Funds Available: Account Name: MAP Fund Constr Materials/StrmSwr

Account Number: 23002217 539200

Staff Recommendation: Authorize the Mayor to enter into a purchase contract and execute all documents necessary to execute the purchase of real estate located at 2640 South 24th Street, Paducah, KY for the as-is purchase price of \$8,000.00

Attachments:

1. 2640 South 24th St deed
2. Ordinance - property purchase - 2640 South 24th Street

DEED OF CONVEYANCE

THIS DEED made and entered into this the _____ day of _____, 2020, by and between WAYNE STRICKLAND a/k/a CECIL WAYNE STRICKLAND and his wife, NANCY CARROL STRICKLAND, of 136 Milton Drive, Paducah, KY 42003, hereinafter called Grantor, and THE CITY OF PADUCAH, KENTUCKY, of 300 South 5th Street, Paducah, KY 42003, hereinafter called Grantee;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of \$8,000.00 cash in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, Grantor sold and does by these presents grant, bargain, sell, alien and convey unto the Grantee, its successors and assigns forever, together with all the improvements, appurtenances and rights thereunto belonging, the following described property, lying and being in McCracken County, Kentucky, and more particularly described as follows:

Beginning at an iron pin on the west side of south 24th Street a distance of 300 feet in a northerly direction from the northwest intersection of south 28th Street (Schmidt Street) and south 24th; thence in a northerly direction with the westerly line of south 24th Street a distance of 110 feet to an iron pin; thence at an interior angle of 90 degrees 3 minutes 10 seconds, a distance of 274.85 feet, in a westerly direction to an iron pin; thence at an interior angle of 73 degrees 15 minutes, a distance of 114.87 feet in a southerly direction to an iron pin; thence at an interior angle of 160 degrees 45 minutes, a distance of 241.85 feet in a westerly direction to the point of beginning.

Being the same property conveyed to Wayne Strickland by deed dated March 12, 2015, of record in Deed Book 457, page 361, McCracken County Court Clerk's Office.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto Grantee, its successors and assigns forever, with Covenant of General Warranty, except easements, covenants and restrictions of record.

Please forward current year tax bill in care of the City of Paducah, Kentucky, 300 South 5th Street, Paducah, KY 42003.

CONSIDERATION CERTIFICATE

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the consideration recited herein is the full actual consideration paid or to be paid for the property transferred hereby. The Grantee joins this deed for the sole purpose of certifying the consideration.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands.



WAYNE STRICKLAND a/k/a
CECIL WAYNE STRICKLAND



NANCY CAROL STRICKLAND

BRANDI HARLESS, Mayor

STATE OF KENTUCKY)
COUNTY OF MCCracken)

The foregoing instrument was sworn and acknowledged before me this 25 day of Aug, 2020, by WAYNE STRICKLAND a/k/a CECIL WAYNE STRICKLAND and his wife, NANCY CAROL STRICKLAND, Grantor.

My commission expires Jan 31, 2024.



Notary Public, State at Large

Notary ID # KYNP1284
My Commission Expires Jan. 31, 2024

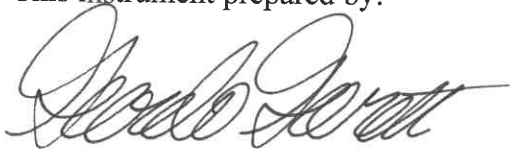
STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____ day of _____, 2020, by BRANDI HARLESS, Mayor of the City of Paducah, Kentucky, Grantee.

My commission expires _____.

Notary Public, State at Large

This instrument prepared by:



HOUSMAN, GARATT & DUNCAN, PLLC
P.O. Box 1196
Paducah, KY 42002-1196

ORDINANCE NO. 2020-09-_____

**AN ORDINANCE AUTHORIZING AND APPROVING THE
PURCHASE OF A CERTAIN TRACT OF REAL ESTATE
GENERALLY LOCATED AT 2640 SOUTH 24TH STREET,
PADUCAH, McCRACKEN COUNTY, KENTUCKY, FROM WAYNE
STRICKLAND, A/K/A CECIL WAYNE STRICKLAND AND HIS
WIFE, NANCY CARROL STRICKLAND, FOR A PUBLIC
PURPOSE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS RELATED TO SAME**

WHEREAS, the Board of Commissioners of the City of Paducah has determined that it is necessary, appropriate, or in the best interest of the City to purchase a certain tract of real estate generally located at 2640 South 24th Street, Paducah, McCracken County, Kentucky 42001, which is more particularly described in Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the property located at 2640 South 24th Street is located in a floodplain and is immediately adjacent to the South 24th Street Bridge that the City just replaced and enhanced through FEMA Funding; and

WHEREAS, the current improvements on the property will be removed and the property will be graded to allow for better stormwater drainage and management within the area; and

WHEREAS, Wayne Strickland, a/k/a Cecil Wayne Strickland and his wife, Nancy Carrol Strickland (“SELLERS”), acknowledge that the property is assessed at \$18,000 by the McCracken County PVA, but they have agreed upon an “as is” purchase price of \$8,000; and

WHEREAS, the City of Paducah has reached an agreement for the purchase of the Property with Sellers, their successors and assigns, for the purchase price of EIGHT THOUSAND AND NO/100 (\$8,000) DOLLARS; and

WHEREAS, the Board of Commissioners of the City of Paducah concur and find that the purchase of the Property for the purchase price of EIGHT THOUSAND AND NO/100 (\$8,000) DOLLARS is in the best interest of the City.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners of the City of Paducah hereby approves and consents to the purchase and acquisition of the Property from Sellers for the purchase price of EIGHT THOUSAND AND 00/100 (\$8,000) DOLLARS. It is hereby found and determined that the acquisition is to be used for the public purposes of the City.

SECTION 2. It is further determined that the Mayor, on behalf of the City of Paducah, Kentucky, is authorized to execute a purchase contract and all other documents necessary to accomplish and consummate the purchase and acquisition of the Property from Sellers in accordance with this Ordinance.

SECTION 3. The Finance Director is hereby authorized to make said expenditure approved in Section 1 from the MAP Fund Construction Materials, Storm Sewer Account, Account Number 23002217 539200

SECTION 4. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5. This 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 6. 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 7. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, September 8, 2020
Adopted by the Board of Commissioners, September ____, 2020
Recorded by Lindsay Parish, City Clerk, September ____, 2020.
Published by The Paducah Sun, ____, 2020.
\\ord\ property-2640 South 24th Street

EXHIBIT "A"

Beginning at an iron pin on the west side of South 24th Street a distance of 300 feet in a northerly direction from the northwest intersection of South 28th Street (Schmidt Street) and South 24th; thence in a northerly direction with the westerly line of South 24th Street a distance of 110 feet to an iron pin; thence at an interior angle of 90 degrees 3 minutes 10 seconds, a distance of 274.85 feet, in a westerly direction to an iron pin; thence at an interior angle of 73 degrees 15 minutes, a distance of 114.87 feet in a southerly direction to an iron pin; thence at an interior angle of 160 degrees 45 minutes, a distance of 241.85 feet in a westerly direction to the point of beginning.

Agenda Action Form

Paducah City Commission

Meeting Date: September 22, 2020

Short Title: Final Annexation Ordinance for Bremer, Oliphant & King -- **T TRACY**

Category: Ordinance

Staff Work By: Josh Sommer, Tammara Tracy

Presentation By: Tammara Tracy

Background Information: The City Commission adopted Ordinance Number 2020-6-8640, which was published on June 30, 2020. This was an Intent to Annex Ordinance for properties located at 5269 Hinkleville Road, 1815 Olivet Church Road and 6215 Blandville Road. No petitions to have this item placed on the November ballot were received in the statutory 60 day petition period. This ordinance would finalize their annexation into the City of Paducah.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

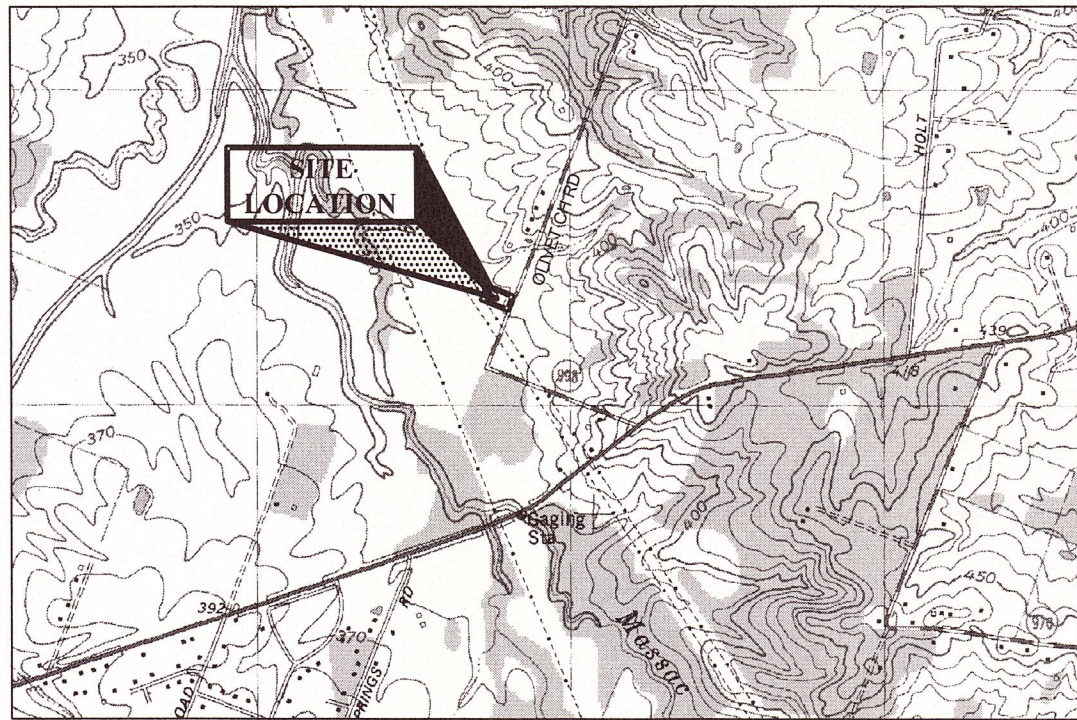
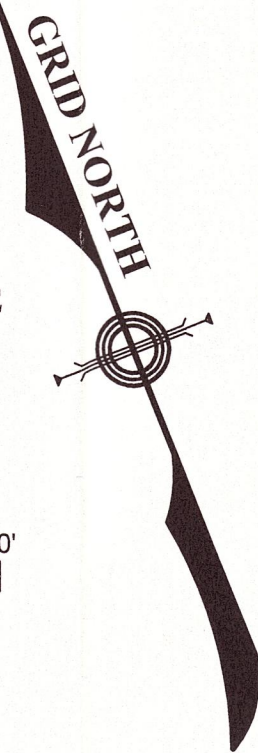
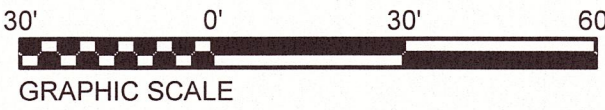
Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval of the Ordinance to annex these three properties.

Attachments:

1. ANX2020-024 Plat - Bremer Tract Olivet Church Rd
2. ANX2020-024 Plat - King Tract US60-Hinkleville
3. ANX2020-024 Plat - Oliphant Tract US62 Blandville
4. King Legal ANX2020-024
5. Oliphant Legal ANX2020-024
6. Bremer Legal ANX2020-024
7. Ordinance - annex – final - Blandville, Olivet Church, Hinkleville – Oliphant, Bremer, King

KENTUCKY STATE PLANE
COORDINATE SYSTEM-SOUTH ZONE
(NAD83) (2011)
(NAVD 88) (GEOID 18)
(SURVEY UNITS-U.S. FEET)



VICINITY MAP
SCALE: 1" = 2,000'

LEGEND

- ANNEXATION LINE
— ROAD CENTERLINE
— ADJOINING PROPERTY LINE
/// CITY / COUNTY LIMITS

NOTES:

1. THE ANNEXATION BOUNDARY OF TRACT "A" SHOWN HEREON FORMS A GEOMETRICALLY CLOSED FIGURE.
2. ANNEXATION TRACT "A" ADJOINS THE EXISTING CITY LIMITS OF PADUCAH, KENTUCKY ALONG THE SOUTH AND EAST BOUNDARIES OF THE TRACT.
3. THIS ANNEXATION PLAT IS BASED ON PLAT OF THE EXISTING CITY LIMITS DESCRIBED IN CITY ORDINANCE NO. 83-3-2362, THE LUCAS AND MOLLIE BREMER PROPERTY RECORDED IN DEED BOOK 1338, PAGE 191; AND THE FOLLOWING RECORDED PLATS: PLAT SECTION "J", PAGE 1030, PLAT SECTION "J", PAGE 733 AND PLAT SECTION "L", PAGE 996.
4. THIS SURVEY WAS PERFORMED BY REAL TIME KINEMATICS SURVEY METHODS USING SPECTRA PRECISION SP80 GPS RECEIVERS, WITH A SITE CALIBRATION SCALE FACTOR OF 1.00027996 BASED ON STATIC SITE CONTROL ESTABLISHED BY USE OF SPECTRA PRECISION SP80 RECEIVERS.

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY TO THE CITY OF PADUCAH AND LUCAS & MOLLIE BREMER THAT THIS ANNEXATION PLAT, PREPARED BY THE UNDERSIGNED, WAS DONE IN ACCORDANCE WITH THE MOST RECENT REQUIREMENTS AS DEFINED BY 21 KAR 18.150 IN THE STATE OF KENTUCKY.

RICKY A. TOSH
DATE: 2/19/2020
P.L.S. No. 2900

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN EXISTENCE. THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED SURVEYOR.

ANNEXATION PLAT:

THIS PLAT REPRESENTS AN ANNEXATION PLAT TO COMPLY WITH KRS 81A.470 AND DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED BY 201 KRS 18.150. THIS PLAT IS NOT INTENDED FOR LAND TITLE TRANSFER.

CLIENT:

CITY OF PADUCAH
P.O. BOX 2267
PADUCAH, KY 42002-2267

OWNERS:

LUCAS AND MOLLIE BREMER
1815 OLIVET CHURCH ROAD
PADUCAH, KY 42001

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REV. No.	DATE	TYPE	BY	APPROVED/DATE

DRAWN BY : T. MEADOWS DATE : 2/10/20	FIELD SURVEY : 1/16/20 DATE :	SCALE : 1" = 30'
REVIEWED BY : R. TOSH DATE : 2/10/20	FIELD BOOK No. : 191, PAGE 27	COORD FILE : 2019121
APPROVED BY : DATE :	REF. JOB No. :	SCREEN FILE : 2019121 ANNEXATION



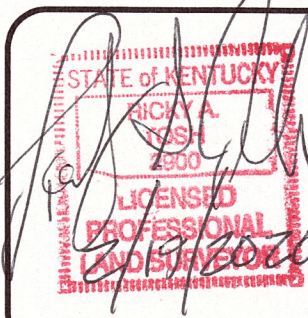
**DUMMER SURVEYING &
ENGINEERING SERVICES, INC.**

434 South 6th Street
Paducah, Kentucky 42003
KY, 270-444-0220
IL, 618-524-4209
FAX 270-444-9493
www.dsandc.com

**ANNEXATION PLAT OF THE
LUCAS AND MOLLIE BREMER PROPERTY
& ADJOINING OLIVET CHURCH ROAD RIGHT OF WAY**

1815 OLIVET CHURCH ROAD
McCRACKEN COUNTY, KENTUCKY

RECEIVED
FEB 19 2023
Planning Department



SHEET No.

1

DS&E JOB No.

2019121

ENGINEER'S SEAL

SURVEYOR'S SEAL

ANX 2020-026

**CERTIFICATE OF RECORDING:
"STATE OF KENTUCKY, COUNTY OF McCRACKEN"**

I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE OF MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE ____ DAY OF ____, 20__.

____ BY _____ D.C.

RECORDED IN PLAT SECTION ____, PAGE ____.

SITE DATUM CALCULATED FACTORS:

ELLIPSOID FACTOR (EF) = 0.999967370704
COMBINED FACTOR (CF) = 0.999945221415 (CONVERSION FROM GROUND TO GRID)
PROJECT DATUM FACTOR (PDF) = 1.000054781585 (CONVERSION FROM GRID TO GROUND)

PHILIP AND MOLLY
HUNT
DEED BOOK 1034, PAGE 611

KENNETH L. AND SHIRLEY
HIGDON
DEED BOOK 830, PAGE 326

LUCAS AND MOLLIE BREMER
DEED BOOK 1338, PAGE 191
LOT 11 OF PLAT SECTION "J", PAGE 1030
ANNEXATION TRACT "A"
AREA:
1.1547 ACRES
(60,299 SQUARE FEET)

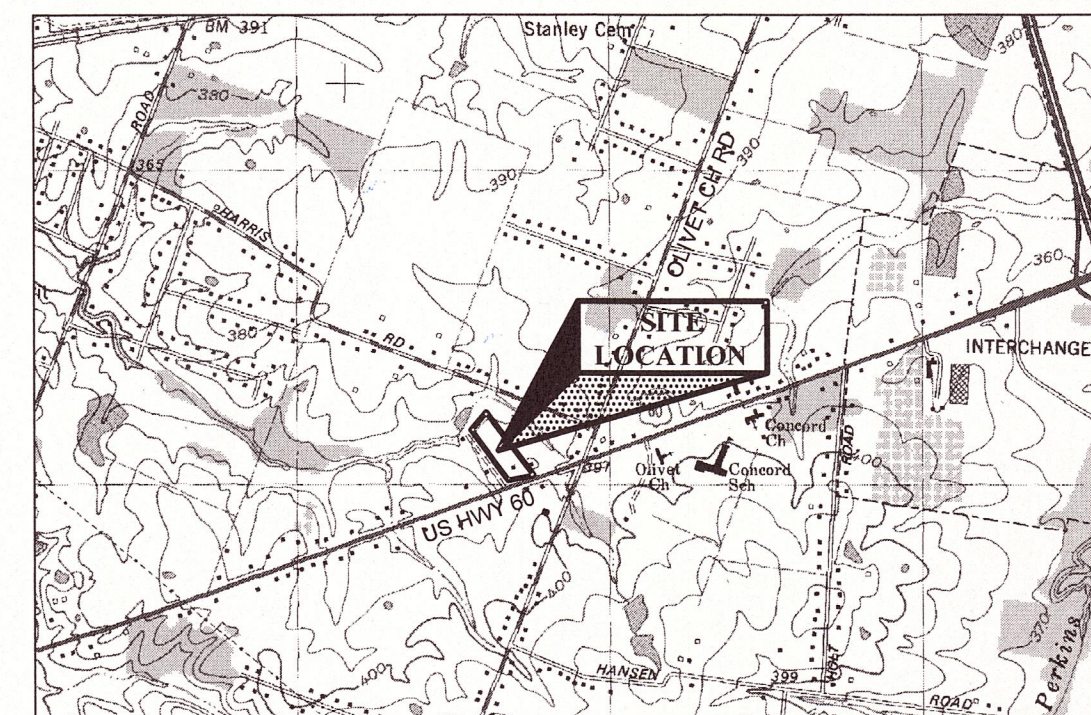
PHILIP AND MOLLY
HUNT
PLAT BOOK "G", PAGE 440-445

POINT OF BEGINNING
KENTUCKY STATE PLANE COORDINATE
SOUTH ZONE (NAD 83) (2011)
NORTHING: 1913963.645 EASTING: 776283.284
LATITUDE: 37°02'50.84551" LONGITUDE: 88°42'41.33843"

60' 0' 60' 120'

GRAPHIC SCALE

GRID NORTH



VICINITY MAP
SCALE: 1" = 2,000'

LEGEND

ANNEXATION LINE

 CITY / COUNTY LIMITS

- ADJOINING PROPERTY LINE

NOTES:

1. THE ANNEXATION BOUNDARY OF TRACT "A" SHOWN HEREON FORMS A GEOMETRICALLY CLOSED FIGURE.
2. ANNEXATION TRACT "A" ADJOINS THE EXISTING CITY LIMITS OF PADUCAH, KENTUCKY ALONG THE SOUTH AND WEST BOUNDARIES OF THE TRACT.
3. THIS ANNEXATION PLAT IS BASED ON PLAT OF THE EXISTING CITY LIMITS RECORDED IN PLAT SECTION "M", PAGE 1362; THE ALBERTA KING DEED RECORDED IN DEED BOOK 663, PAGE 790; AND THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET DEED RECORDED IN DEED BOOK 890, PAGE 28.
4. THIS SURVEY WAS PERFORMED BY REAL TIME KINEMATICS SURVEY METHODS USING SPECTRA PRECISION SP80 GPS RECEIVERS, WITH A SITE CALIBRATION SCALE FACTOR OF 1.000056504 BASED ON STATIC SITE CONTROL ESTABLISHED BY USE OF SPECTRA PRECISION SP80 RECEIVERS.

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY TO THE CITY OF PADUCAH AND ALBERTA KING THAT THIS ANNEXATION PLAT, PREPARED BY THE UNDERSIGNED, WAS DONE IN ACCORDANCE WITH THE MOST RECENT REQUIREMENTS AS DEFINED BY 21 KAR 18:150 IN THE STATE OF KENTUCKY.

RICKY A. TOSH

P.L.S. No. 2900

DATE _____

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN EXISTENCE. THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED SURVEYOR.

ANNEXATION PLAT:

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CLIENT:

CITY OF PADUCAH
P.O. BOX 2267
PADUCAH, KY 42002-2267

OWNER:

ALBERTA KING
c/o JOHN KING
171 CHEROKEE PARK
LEXINGTON, KY 40503

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REV. No.	DATE	TYPE	BY	APPROVED/DATE

DRAWN BY DATE :	T. MEADOWS 2/4/20	FIELD SURVEY DATE :	1/21/20	SCALE :	1" = 60'
REVIEWED BY DATE :	R. TOSH 2/13/20	FIELD BOOK No.	195, PAGE 3	COORD FILE :	2020005
APPROVED BY DATE :		REF. JOB No.		SCREEN FILE :	2020005 ANNEXATION



**DUMMER SURVEYING &
ENGINEERING SERVICES, INC.**

434 South 6th Street
Paducah, Kentucky 42003

KY. 270-444-0220
IL. 618-524-4209

FAX 270-444-9493
www.dsande.com

ANNEXATION PLAT OF THE

ALBERTA KING PROPERTY

5269 HINKLEVILLE ROAD
McCRACKEN COUNTY, KENTUCKY

RECEIVED
FEB 18 2020
Planning Department

ENGINEER'S SEAL



SURVEYOR'S SEA

SHEET No. _____

1

DS&E JOB No.

DS&E JOB No: **2020005**

ANX 2020-024

CERTIFICATE OF RECORDING:
"STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE OF MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE DAY OF 20

BY _____ D.C. _____

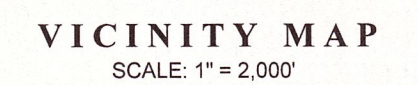
RECORDED IN PLAT SECTION , PAGE

SITE DATUM CALCULATED FACTORS:

ELLIPSOID FACTOR (EF) = 0.999985806881
COMBINED FACTOR (CF) = 0.999941569561 (CONVERSION FROM GROUND TO GRID)
PROJECT DATUM FACTOR (PDF) = 1.000058438353 (CONVERSION FROM GRID TO GROUND)

50' 0' 50' 100'

GRAPHIC SCALE



	ANNEXATION LINE
	ROAD CENTERLINE
	ADJOINING PROPERTY LINE
	CITY / COUNTY LIMITS

2. THE ANNEXATION BOUNDARY OF TRACT "A" SHOWN HEREON FORMS A GEOMETRICALLY CLOSED FIGURE.

3. AN ANNEXATION TRACT "A", ADJOINS THE EXISTING CITY LIMITS OF PADUCAH, KENTUCKY ALONG THE SOUTH AND EAST BOUNDARIES OF THE TRACT.

4. THIS ANNEXATION PLAT IS BASED ON PLAT OF THE EXISTING CITY LIMITS RECORDED IN PLAT SECTION "T", PAGE 195; THE NEAL & SHARON OLIPHANT DEED RECORDED IN DEED BOOK 660, PAGE 38; AND THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET DEED RECORDED IN DEED BOOK 708, PAGE 631; AND THE FOLLOWING RECORDED PLATS: PLAT SECTION "M", PAGE 236, PLAT SECTION "L", PAGE 1513.

5. THIS SURVEY WAS PERFORMED BY REAL TIME KINEMATICS SURVEY METHODS USING SPECTRA PRECISION SP80 GPS RECEIVERS, WITH A SITE CALIBRATION SCALE FACTOR OF 1.000049575 BASED ON STATIC SITE CONTROL ESTABLISHED BY USE OF SPECTRA PRECISION SP80 RECEIVERS.

I DO HEREBY CERTIFY TO THE CITY OF PADUCAH AND NEAL & SHARON OLIPHANT THAT THIS ANNEXATION PLAT, PREPARED BY THE UNDERSIGNED, WAS DONE IN ACCORDANCE WITH THE MOST RECENT REQUIREMENTS AS DEFINED BY 21 KAR 18:150 IN THE STATE OF KENTUCKY.

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN EXISTENCE. THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED SURVEYOR.

THIS PLAT REPRESENTS AN ANNEXATION PLAT TO COMPLY WITH KRS 81A.470 AND DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED BY 201 KRS 18.150. THIS PLAT IS NOT INTENDED FOR LAND TITLE TRANSFER.

OWNER:
NEAL & SHARON OLIPHANT
6215 BLANDVILLE ROAD
PADUCAH, KY 42001

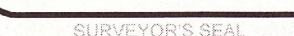
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1	2/19/20	EDIT NOTES	R. TOSH	
REV. No.	DATE	TYPE	BY	APPROVED/DATE

DRAWN BY DATE	T. MEADOWS 2/11/20	FIELD SURVEY DATE	1/13/20	SCALE :	1" = 50'
REVIEWED BY DATE	R. TOSH 2/18/20	FIELD BOOK No.	190, PAGE 20	COORD FILE :	2020004
APPROVED BY DATE		REF. JOB No.		SCREEN FILE :	2020004 ANNEXATION



6215 BLANDVILLE ROAD
McCRACKEN COUNTY, KENTUCKY



S&E JOB No:
2020004

S&E JOB No:
20200

I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE OF MY OFFICE.

BY _____ D.C. _____

RECORDED IN PLAT SECTION _____, PAGE _____.

ELLIPSOID FACTOR (EF) = 0.999983941190
COMBINED FACTOR (CF) = 0.999941850495 (CONVERSION FROM GROUND TO GRID)
PROJECT DATUM FACTOR (PDF) = 1.000058152886 (CONVERSION FROM GRID TO GROUND)

LEGAL DESCRIPTION OF ANNEXATION TRACT "A"
ALBERT KING PROPERTY

A certain tract of land containing 4.0920 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 21, 2020, located on the north side of U.S. Highway 60 (aka Hinkleville Road) and west of U.S. Highway 998 (aka Olivet Church Road) in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on January 21, 2020. The horizontal control is based Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

Beginning at a point on the north right of way of U.S. Highway 60 and in the existing City of Paducah Kentucky limits, and being the southwest corner of the herein described tract, said point being located at Kentucky State Plane Coordinate North: 1922894.543, East: 779138.932; Latitude: 37°04'19.99233", Longitude: 88°42'09.57208";

Thence North 36 Degrees 31 Minutes 43 Seconds West for a distance of 651.68 feet with the existing City of Paducah Kentucky limits to a point;

Thence North 40 Degrees 19 Minutes 49 Seconds East for a distance of 243.60 feet to a point;

Thence South 37 Degrees 14 Minutes 49 Seconds East for a distance of 789.70 feet to a point in the right of way of U.S. Highway 60;

Thence with the right of way of U.S. Highway 60 and the existing City of Paducah Kentucky limits the following (2) Two courses:

1. South 37 Degrees 54 Minutes 28 Seconds East for a distance of 30.93 feet to a point;
2. South 78 Degrees 04 Minutes 28 Seconds West for a distance of 272.62 feet to the point of beginning and being a part of the same property described in Deed Book 663, Page 790 of the McCracken County Clerk's office.

The above described tract forms a geometrically closed figure.

The subject property adjoins the existing City Limits of Paducah, Kentucky along its south and west boundaries.

Ricky A. Tosh, PLS No. 2900

Date

LEGAL DESCRIPTION OF ANNEXATION TRACT "A"
NEAL & SHARON OLIPHANT PROPERTY

A certain tract of land containing 3.3997 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 13, 2020, located on the north side of U.S. Highway 62 (aka Blandville Road) and east of New Holt Road in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on January 13, 2020. The horizontal control is based Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

Beginning at a point on the north right of way of U.S. Highway 62 and in the existing City of Paducah Kentucky limits, and being the southwest corner of the herein described tract, said point being located at Kentucky State Plane Coordinate North: 1913551.491, East: 780563.213; Latitude: 37°02'48.09528", Longitude: 88°41'48.41012";

Thence North 42 Degrees 45 Minutes 12 Seconds East for a distance of 360.08 feet to a point;

Thence North 04 Degrees 06 Minutes 55 Seconds East for a distance of 51.89 feet to a point;

Thence North 89 Degrees 26 Minutes 58 Seconds West for a distance of 76.04 feet to a point;

Thence North 68 Degrees 54 Minutes 29 Seconds West for a distance of 31.35 feet to a point;

Thence North 18 Degrees 33 Minutes 15 Seconds East for a distance of 64.11 feet to a point;

Thence North 19 Degrees 17 Minutes 46 Seconds West for a distance of 27.04 feet to a point;

Thence North 39 Degrees 49 Minutes 18 Seconds East for a distance of 54.31 feet to a point;

Thence North 18 Degrees 22 Minutes 43 Seconds West for a distance of 50.73 feet to a point;

Thence North 21 Degrees 12 Minutes 59 Seconds East for a distance of 55.10 feet to a point;

Thence North 49 Degrees 28 Minutes 09 Seconds East for a distance of 16.65 feet to a point;

Thence South 60 Degrees 54 Minutes 28 Seconds East for a distance of 17.82 feet to a point;

Thence North 50 Degrees 07 Minutes 22 Seconds East for a distance of 38.52 feet to a point;

Thence North 36 Degrees 23 Minutes 53 Seconds East for a distance of 38.99 feet to a point;

Thence North 08 Degrees 57 Minutes 07 Seconds West for a distance of 36.11 feet to a point in the existing City of Paducah Kentucky limits;

Thence South 22 Degrees 16 Minutes 41 Seconds East for a distance of 660.80 feet with the existing City of Paducah Kentucky limits to a point in the north right of way of U.S. Highway 62;

Thence with the right of way of U.S. Highway 62 and continuing the existing City of Paducah Kentucky limits the following (3) Three courses:

1. South 80 Degrees 43 Minutes 48 Seconds West for a distance of 324.47 feet to a point;
2. North 85 Degrees 06 Minutes 35 Seconds West for a distance of 186.22 feet to a point;
3. South 82 Degrees 29 Minutes 11 Seconds West for a distance of 13.22 feet to the point of beginning and being a part of the property described in Deed Book 860, Page 38 .

The above described tract forms a geometrically closed figure.

The subject property adjoins the existing City Limits of Paducah, Kentucky along its south and east boundaries.

Ricky A. Tosh, PLS No. 2900 Date

LEGAL DESCRIPTION OF ANNEXATION TRACT "A"
LUCAS & MOLLIE BREMER PROPERTY & ADJOINING OLIVET CHURCH RD RIGHT OF WAY

A certain tract of land containing 1.1547 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 16, 2020, located on the west side of Kentucky Highway 998 (aka Olivet Church Road) and north of U.S. Highway 60 in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on January 16, 2020. The horizontal control is based Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

Beginning at a point on the east right of way of Kentucky Highway 998 and in the existing City of Paducah Kentucky limits, and being the southeast corner of the herein described tract, said point being located at Kentucky State Plane Coordinate North: 1913963.645, East: 776283.284; Latitude: 37°02'50.84551", Longitude: 88°42'41.33843";

Thence North 68 Degrees 19 Minutes 38 Seconds West for a distance of 335.41 feet crossing the right of way of Kentucky Highway 998 and with the existing City of Paducah Kentucky limits to a point;

Thence North 22 Degrees 57 Minutes 14 Seconds East for a distance of 150.00 feet leaving the City Limits boundary to a point;

Thence South 68 Degrees 19 Minutes 38 Seconds East for a distance of 335.41 feet crossing the right of way of Kentucky Highway 998 to a point in the east right of way of said highway and in the existing City of Paducah Kentucky limits;

Thence South 22 Degrees 57 Minutes 14 Seconds West for a distance of 150.00 feet with the east right of way of Kentucky Highway 998 and the existing City of Paducah Kentucky limits to the point of beginning and being the property described in Deed Book 1338, Page 191 and a portion of the right of way of Kentucky Highway 998.

Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

Ricky A. Tosh, PLS No. 2900

Date

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY FINALIZING THE ANNEXATION OF CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the City adopted Ordinance No. 2020-06-8640 on June 24, 2020, declaring its intent to annex approximately 8.6 acres of land located at 1815 Olivet Church Road, 6215 Blandville Road and 5269 Hinkleville Road, which is contiguous to the City of Paducah and particularly and accurately set out in the legal descriptions below; and

WHEREAS, said properties are urban in character or suitable for urban development without unreasonable delay; and

WHEREAS, annexation has been requested by the following property owners: Neal & Sharon Oliphant for the property located at 6215 Blandville Road and Lucas Bremer for the property located at 1815 Olivet Church Road; and

WHEREAS, not all of the real property owners within the territory proposed to be annexed have given their consent to be annexed and the City of Paducah is pursuing the annexation of 5269 Hinkleville Road; and,

WHEREAS, said tracts of land are not within the boundary of another incorporated city.

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

SECTION 1. It is the intent of the City of Paducah, Kentucky, to finalize the annexation of the hereinafter described property, and therefore that the hereinafter described property be annexed to, and be made a part of the City of Paducah, Kentucky said real property being more particularly and accurately described as follows:

**LEGAL DESCRIPTION OF ANNEXATION
NEAL & SHARON OLIPHANT PROPERTY**

A certain tract of land containing 3.3997 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 13, 2020, located on the north side of U.S. Highway 62 (aka Blandville Road) and east of New Holt Road in McCracken County, Kentucky and being more particularly described as follows:

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Thence with the right of way of U.S. Highway 62 and continuing the existing City of Paducah Kentucky limits the following (3) Three courses:

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The subject property adjoins the existing City Limits of Paducah, Kentucky along its south and east boundaries.

**LEGAL DESCRIPTION OF ANNEXATION
LUCAS & MOLLIE BREMER PROPERTY & ADJOINING OLIVET CHURCH
RD RIGHT OF WAY**

A certain tract of land containing 1.1547 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 16, 2020, located on the west side of Kentucky Highway 998 (aka Olivet Church Road) and north of U.S. Highway 60 in McCracken County, Kentucky and being more particularly described as follows:

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Thence South 22 Degrees 57 Minutes 14 Seconds West for a distance of 150.00 feet with the east right of way of Kentucky Highway 998 and the existing City of Paducah Kentucky limits to the point of beginning and being the property described in Deed Book 1338, Page 191 and a portion of the right of way of Kentucky Highway 998.

Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

LEGAL DESCRIPTION OF ANNEXATION ALBERTA KING PROPERTY

A certain tract of land containing 4.0920 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 21, 2020, located on the north side of U.S. Highway 60 (aka Hinkleville Road) and west of U.S. Highway 998 (aka Olivet Church Road) in McCracken County, Kentucky and being more particularly described as follows:

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Thence North 40 Degrees 19 Minutes 49 Seconds East for a distance of 243.60 feet to a point;

Thence South 37 Degrees 14 Minutes 49 Seconds East for a distance of 789.70 feet to a point in the right of way of U.S. Highway 60;

Thence with the right of way of U.S. Highway 60 and the existing City of Paducah Kentucky limits the following (2) Two courses:

1. South 37 Degrees 54 Minutes 28 Seconds East for a distance of 30.93 feet to a point;
2. South 78 Degrees 04 Minutes 28 Seconds West for a distance of 272.62 feet to the point of beginning and being a part of the same property described in Deed Book 663, Page 790 of the McCracken County Clerk's office.

The above described tract forms a geometrically closed figure.

The subject property adjoins the existing City Limits of Paducah, Kentucky along its south and west boundaries.

SECTION 2. The City of Paducah hereby declares it desirable to annex the properties described in Section 1 above.

SECTION 3. If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

SECTION 4. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, September 8, 2020

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by The Paducah Sun, _____

ord\plan\annex – final - Blandville, Olivet Church, Hinkleville – Oliphant, Bremer, King

Agenda Action Form

Paducah City Commission

Meeting Date: September 22, 2020

Short Title: Collection of property taxes imposed by the Paducah Independent School District - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

Background Information: Each year, the Paducah Independent School District Board of Education (BOE) sets its tax levy for real estate and personal property pursuant to the authority vested in it under its charter & the Laws of Kentucky. The BOE authorizes the City of Paducah to collect the School District's property taxes for them under KRS 160.460.

For the period July 1, 2020 through June 30, 2021 the BOE has levied the following tax levies and has authorized the City of Paducah to collect those taxes:

Real Estate	\$.864 per \$100 AV
Personal Property (including inventory)	\$.864 per \$100 AV

Taxes collected by the City of Paducah for the BOE is due and payable as set forth in the City's ordinance to collect its own property taxes.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Staff recommends for passage.

Attachments:

1. Ordinance - Paducah Independent School authorization to collect ad valorem taxes - Sept 2020

ORDINANCE NO. 2020-_____-_____

AN ORDINANCE AUTHORIZING THE CITY OF PADUCAH TO COLLECT TAXES FOR THE PADUCAH INDEPENDENT SCHOOL DISTRICT FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

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

SECTION 2. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period of July 1, 2020 through June 30, 2021, an ad valorem tax of eighty-six and 4/10 cents (\$0.864) on each one hundred dollars (\$100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 3. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all personal property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period of July 1, 2020 through June 30, 2021, an ad valorem tax of eighty-six and 4/10 cents (\$0.864) on each one hundred dollars (\$100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

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

PADUCAH INDEPENDENT SCHOOL DISTRICT

Real Estate \$0.864

Personal Property (including inventory) \$0.864

SECTION 5. Taxes authorized to be collected herein shall be due and payable as set forth in Ordinance No. 2020-09-_____.

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

SECTION 7. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners September __, 2020

Adopted by the Board of Commissioners _____, 2020

Recorded by Lindsay Parish, Paducah City Clerk, _____, 2020

Published by The Paducah Sun, _____, 2020

Ordinance Prepared by Stacey Blankenship, KKHB

ORD/FIN/Paducah Independent School authorization to collect ad valorem taxes 09-2020