



**CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 25, 2020
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

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 February 11, 2020
	B.		Receive & File Documents
	C.		Appointment of Chris Cappock to the Brooks Stadium Commission.
	D.		Personnel Actions
	E.		Adopt the Updated FY2020 Pay Grade Schedule - S SUAZO
	F.		Adopt the Updated FY 2020 Position & Pay Schedule - S SUAZO
	G.		Acceptance of the KYTC Transportation Alternative Program grant in the amount of \$432,500 for the Greenway Trails Phase V Project - R MURPHY
	H.		Application for the COPS Hiring Program (CHP) Grant in the amount of \$375,000 - B LAIRD
	I.		Application for the FY2019 Assistance to Firefighters Grant in the amount of \$34,200- S KYLE
	J.		Declaration and Sale of Surplus Property-831 Campbell Street - T TRACY

		K.	Declaration and Sale of Surplus Property - 2706 Ohio Street - T TRACY
		L.	Accept the 2020 Parks and Recreation Master Plan - M THOMPSON
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Contract with Remotec, Inc. to purchase an Explosive Ordinance Disposal Robot for the Police Department Bomb Squad for \$442,064 - B LAIRD
	III.	<u>RESOLUTION(S)</u>	
		A.	Resolution to Postpone Request for Bids for Sports and Recreational Facility to March of 2021 - R ABRAHAM
	IV.	<u>ORDINANCE(S) - ADOPTION</u>	
		A. Approve Franchise Agreement Between City of Paducah and Comcast of the South - P SPENCER	
	V.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approval of contract with Adam's Contracting, LLC in the amount of \$274,121 for the Perkins Creek "Bob Leeper" Pedestrian Bridge project - R MURPHY
		B.	Approval of Professional Services Contract with BFW Engineering & Testing, Inc. in the amount of \$52,204 for the Floodwall Seal Closure Project - R MURPHY
		C.	Amend Code of Ordinances Section 78-32 Related to Vacation Leave - S SUAZO
		D.	Approve a Budget Amendment in the amount of \$1.5 Million for BUILD Grant Match and Project Related Expenses - J ARNDT
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience

	VII.	<u>EXECUTIVE SESSION</u>
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February 11, 2020

At a Regular Meeting of the Board of Commissioners, held on Tuesday, February 11, 2020, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Pro Tem Abraham presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners McElroy, Watkins, Wilson and Mayor Pro-Tem Abraham (4) Mayor Harless was unable to attend the meeting.

INVOCATION:

Commissioner McElroy led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Abraham led the pledge.

PRESENTATION

Public Information Officer Pam Spencer provided the following summary on the presentation presented:

2020 Census Presentation

Partnership Specialist Mark Wattier with the U.S. Census Bureau and Paducah McCracken County's Complete Count Committee (CCC) Chair Zana Renfro provided a presentation about the upcoming 2020 Census. Renfro encouraged the community by saying, "Let's get out and make sure you are counted in the Census." Renfro adds, "We want the response to be the best reflection of our community." Wattier and Renfro have been working to gather community partners to help spread the word including local governments, utility companies, the Housing Authority of Paducah, and the McCracken County Public Library. Wattier says in early to mid-March, residents will receive invitations to complete the census questionnaire with options to complete it by phone, online, or paper copy. Wattier also discussed the importance of a complete and accurate count in determining congressional representation, the determination of legislative, school, and voting districts, and the appropriation of federal funding. Part-time jobs are available with the Census Bureau. Visit <https://census.gov/jobs>

CONSENT AGENDA

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

I(A)	Approve Minutes for the January 25, 2020, called Meeting of the Board of Commissioners for the City of Paducah and for the January 28, 2020, Meeting of the Board of Commissioners for the City of Paducah
I(B)	Receive and File Documents: <i>Minute File:</i> <ol style="list-style-type: none">1. Notice of Called Meeting For the Board of Commissioners of the City of Paducah, Kentucky – January 25, 20202. Certificate of Liability Insurance – JSC Terminal LLC dba Midwest Terminal3. Continuation Certificate Fidelity or Surety Bonds/Policies – Jim Smith Contract Company LLC

	<p>Deed File:</p> <ol style="list-style-type: none"> 1. Interlocal Agreement – City of Paducah, and the County of McCracken - Hazardous Household Waste Grant Award - MO #2251 2. Interlocal Agreement – City of Paducah and County of McCracken – Edward Byrne Justice Assistance Grant (JAG) Award – MO #2286 3. FY 2020 Partnership Grant – AIR Institute SHIFT Workshop – MO #2312 <p>Contract File:</p> <ol style="list-style-type: none"> 1. Agreement to Employ Christopher Yarber as Director of Public Works – MO #2315 2. Project Management Services for Tyler EnerGov Implementation Support – ORD 2020-01-8613 <p>Financial File:</p> <ol style="list-style-type: none"> 1. Paducah Water Works – Financial Information for periods ending November 30, 2019 and December 31, 2019 <p>Bids:</p> <ol style="list-style-type: none"> 1. Fuel Contract for FY2020-21 – Midwest Terminal (only bidder) 2. Rejection of all Bid Proposals from Company of Paducah, Jim Smith Contracting Company, Wilkins Construction Company and Youngblood Excavating & Contracting – Greenway Trails Phase V project
I(C)	Reappointment of Edward Hely to the Electric Plant Board. This term shall expire February 6, 2024
I(D)	Reappointment of David Barnett to the Board of Ethics. This term shall expire February 10, 2023
I(E)	Reappointment of William E. Shannon to the Paducah Water Board. This term shall expire January 6, 2024
I(F)	Reappointment of Beverly McKinley to the Code Enforcement Board. This term shall expire February 26, 2023
I(G)	Personnel Actions

Mayor Pro-Tem Abraham offered motion, seconded by Commissioner McElroy, that the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, Mayor Pro-Tem Abraham, McElroy, Watkins, and Wilson (4)

ORDINANCE(S) – ADOPTIONS

APPROVE FUEL CONTRACT FOR 2020-2021

Commissioner McElroy offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE ACCEPTING THE BID OF JSC TERMINAL, LLC, D.B.A. MID WEST TERMINAL FOR THE CITY’S FUEL SUPPLY FOR THE 2020 AND 2021 CALENDAR YEARS, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME.” This ordinance is summarized as follows: The City of Paducah hereby accepts the bid JSC Terminal, LLC d.b.a. Mid West Terminal for the City supply of gasoline, diesel

February 11, 2020

fuel, and diesel fuel off-road at a price of \$0.12 per gallon above OPIS (Oil Price Information Service), as well as ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive at a price of \$0.04 above OPIS. Said contract is for a period of two years and contains two additional one-year options to renew if both parties agree.

Adopted on call of the roll, yeas, Mayor Pro-Tem Abraham, McElroy, Watkins, Wilson (4).
(ORD #2020-02-8615, BK 36)

APPROVE AGREEMENT WITH THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND OTHER ASSOCIATED DOCUMENTS BETWEEN THE CITY OF PADUCAH AND THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT”.

This Ordinance is summarized as follows: That the Mayor is hereby authorized to execute an agreement and other associated documents between the City of Paducah and the Paducah Police Department Bargaining Unit. This Agreement shall be effective from July 1, 2020, to June 30, 2023.

Adopted on call of the roll, yeas, Mayor Pro-Tem Abraham, McElroy, Watkins, Wilson (4).
(ORD #2020-02-8616, BK 36)

APPROVE AGREEMENT WITH PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.” This Ordinance is summarized as follows: That the Mayor is hereby authorized to execute an Agreement with the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters. This agreement will become effective July 1, 2020 and expire on June 30, 2023.

Adopted on call of the roll, yeas, Mayor Pro-Tem Abraham, McElroy, Watkins, Wilson (4).
(ORD #2020-02-8617, BK 36)

ORDINANCE(S) – INTRODUCTION

CONTRACT WITH McCRACKEN COUNTY JAIL FOR USE OF CLASS D INMATES

Commissioner McElroy offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE MCCRACKEN COUNTY JAIL TO DEFINE THE DUTIES OF EACH PARTY AS IT RELATES TO A PARKS DEPARTMENT WORK PROGRAM FOR CLASS D INMATES.” This Ordinance is summarized as follows: This ordinance authorizes and

February 11, 2020

approves a Memorandum of Agreement with a term of March 1, 2020 to November 30, 2020 between the City of Paducah and McCracken County Jail. This Memorandum of Agreement defines the duties of the City and the McCracken County Jail as they relate to initiating a parks maintenance work program for Class D Inmates. This Memorandum of Agreement shall automatically renew until terminated by either party.

APPROVE FRANCHISE AGREEMENT BETWEEN CITY OF PADUCAH AND COMCAST OF THE SOUTH

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO COMCAST OF THE SOUTH TO OPERATE AND MAINTAIN A CABLE SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF PADUCAH, KENTUCKY, PURSUANT TO THE TERMS AND PROVISIONS OF THE PADUCAH ORDINANCE FOR REGULATION OF CABLE COMMUNICATIONS, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND COMCAST OF THE SOUTH.” This Ordinance is summarized as follows: This ordinance authorizes the Mayor to execute a Franchise Agreement with Comcast of the South. This agreement shall have a ten-year term with an effective date of March 1, 2020. This agreement grants a non-exclusive franchise to Comcast of the South to continue to operate and maintain a cable television system within the City of Paducah.

DISCUSSION

Public Information Officer Pam Spencer provided the following summary on the overview of Paducah Opportunity Zones:

Planning Director Tammara Tracy presented an overview of Paducah’s two Opportunity Zones and highlighted the Prospectus of Projects booklet. Tracy says, “There’s an opportunity to make a significant amount of money as well as help the community. We want the community and people outside the community to invest in us.” Opportunity Zones are economic development tools promoting investment in distressed communities through legislation enacted by the Federal Tax Cuts and Jobs Act of 2017. New investments in an Opportunity Zone area may be eligible for preferential tax treatment such as capital gains tax advantages. Paducah has two Opportunity Zone designations, which were selected by the State, located in the northern and downtown areas in Paducah. There are 8700 zones across the United States. To help our two zones stand out to potential investors, the City has developed a booklet providing an overview of our community and featuring six transformative projects including the Columbia Theatre and the Northside Neighborhood. To learn more about Paducah’s Opportunity Zones and to download the Prospectus of Projects, visit <http://paducahky.gov/opportunity-zones>.

CITY MANAGER’S COMMENTS

- Scope Your Project video presentation
- An Open House for “Scope Your Project” will be held on Thursday, 9:00 a.m. to 11:00 a.m. and Friday 2:00 p.m. to 4:00 p.m.

February 11, 2020

COMMISSION COMMENTS

- **Commissioner Wilson** - commented on KLC activities in Frankfort this week
- **Commissioner McElroy** – commented on the progress of Paducah Music Playground

PUBLIC COMMENTS

- Mary Byrn – commented on the Class D Worker Program – diversity
- Randy Beeler – commented on Opportunity Zones

ADJOURN

Mayor Pro-Tem Abraham offered motion, seconded by Commissioner McElroy, to adjourn the meeting. All in favor.

Meeting ended at approximately 6:36 p.m.

ADOPTED: February 25, 2020

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 25, 2020

Minute File:

1. Emergency Procurement – qualified professional engineering firm – Bridge replacement Buckner Lane (signed by City Manager January 23, 2020)

Contract File:

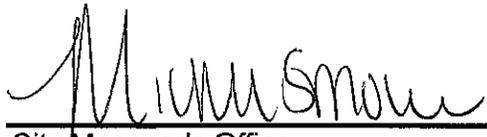
1. Agreement between City of Paducah and the Paducah Police Department Bargaining Unit **(ORD 2020-02-8616)**
2. Agreement between City of Paducah and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters (IAFF) **(ORD 2020-02-8617)**
3. Renewal Agreement – EPW Concrete Program One-Year Renewal **(MO #2080)**
4. Agreement between City of Paducah and HDR Engineering, Inc. – Transient Dock Project – Environmental Permitting **(Signed by City Manager)**

Bids File:

1. Comcast of the South – Cable TV service for City of Paducah (only bid)

CITY OF PADUCAH
February 25, 2020

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



City Manager's Office

2/20/2020

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
February 25, 2020**

NEW HIRE - FULL-TIME (F/T)

<u>FIRE-SUPPRESSION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Bechtold, Travis	Firefighter	\$13.23/hr	NCS	Non-Ex	February 13, 2020
<u>POLICE-OPERATIONS</u>					
Hunnerkoch, Daniel R.	Police Officer	\$23.09/hr	NCS	Non-Ex	March 12, 2020
<u>FINANCE</u>					
Higgins, Matthew J.	Revenue Technician I	\$15.00/hr	NCS	Non-Ex	February 27, 2020

NEW HIRES - PART-TIME (P/T)/TEMPORARY/SEASONAL

<u>E-FLOODWALL</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Collins, David	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 14, 2020
Leonard, Kenneth D.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 24, 2020
Creasey, Gregory A.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 24, 2020
Adams, David J.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 24, 2020

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>POLICE-OPERATIONS</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Hayes, Joseph A.	Captain	Captain	NCS	Non-Ex	February 13, 2020
	\$35.35/hr	\$35.38/hr			
Orazine, Wesley R.	Captain	Captain	NCS	Non-Ex	February 13, 2020
	\$34.35/hr	\$35.38/hr			
Lambert, Sarah	Data Entry Clerk	911 System Administrator	NCS	Exempt	February 27, 2020
	\$18.64/hr	\$23.56/hr			
Quinn, Courtney	Telecommunicator	Telecommunicator	NCS	Non-Ex	February 27, 2020
	\$22.37/hr	\$23.01/hr			
Carter, Nicole	Shift Supervisor	Shift Supervisor	NCS	Non-Ex	February 27, 2020
	\$25.60/hr	\$26.25/hr			
Spears, Amber	Shift Supervisor	Shift Supervisor	NCS	Non-Ex	February 27, 2020
	\$21.37/hr	\$24.80/hr			
Scutt, Auston	Telecommunicator	Telecommunicator	NCS	Non-Ex	February 27, 2020
	\$16.71/hr	\$17.13/hr			
Reed, Taryn	Telecommunicator	Telecommunicator	NCS	Non-Ex	February 27, 2020
	\$21.37/hr	\$22.01/hr			
Goins, Stephanie	Telecommunicator	Telecommunicator	NCS	Non-Ex	February 27, 2020
	\$21.37/hr	\$22.01/hr			
Abbott, Hannah	Telecommunicator	Telecommunicator	NCS	Non-Ex	February 27, 2020
	\$18.15/hr	\$18.51/hr			
Puckett, Ashleigh	Telecommunicator	Telecommunicator	NCS	Non-Ex	February 27, 2020
	\$19.75/hr	\$20.15/hr			
Collins, Samantha	Telecommunicator	Telecommunicator	NCS	Non-Ex	February 27, 2020
	\$21.37/hr	\$24.01/hr			
Tatman, Allyson	Shift Supervisor	Shift Supervisor	NCS	Non-Ex	February 27, 2020

**CITY OF PADUCAH
PERSONNEL ACTIONS
February 25, 2020**

	\$23.75/hr	\$24.34/hr			
Buckingham, Rebecca	Telecommunicator	Telecommunicator	NCS	Non-Ex	February 27, 2020
	\$18.65/hr	\$19.10/hr			
Stephen, Hillary	Telecommunicator	Telecommunicator	NCS	Non-Ex	February 27, 2020
	\$16.71/hr	\$17.13/hr			
Peery, Laura	Administrative Assistant	Administrative Assistant	NCS	Non-Ex	February 27, 2020
	\$18.24/hr	\$18.60/hr			
Fooshoo, Amanda J.	Evidence Tech II	Evidence Tech II	NCS	Non-Ex	February 27, 2020
	\$16.78/hr	\$17.12/hr			
Travis, Amy P.	Records Manager	Records Manager	NCS	Exempt	February 27, 2020
	\$20.25/hr	\$20.66/hr			
Barkley, Meridith L.	Evidence Tech I	Evidence Tech I	NCS	Non-Ex	February 27, 2020
	\$15.42/hr	\$15.89/hr			
Miller, Vicki L.	Records Clerk II	Records Clerk II	NCS	Non-Ex	February 27, 2020
	\$16.50/hr	\$17.00/hr			
Newberry, Robin L.	Executive Assistant II	Executive Assistant II	NCS	Non-Ex	February 27, 2020
	\$24.96/hr	\$25.46/hr			
Newlon, Kimberly G.	Records Clerk III	Records Clerk III	NCS	Non-Ex	February 27, 2020
	\$17.43/hr	\$17.96/hr			

PARKS SERVICES

Boyarski, Zachary P.	Assistant Recreation Specialist	Recreation Specialist	NCS	Non-Ex	February 27, 2020
	\$14.60/hr	\$16.98/hr			
Clark, Amie R.	Recreation Superintendent	Assistant Director	NCS	Non-Ex	February 27, 2020
	\$30.69/hr	\$35.00/hr			
Downing, David W.	Maintenance Tech	Interim Parks Maintenance Supervisor	NCS	Non-Ex	February 13, 2020
	\$18.60/hr	\$22.00/hr			
Johnson, Molly M.	Special Events Coordinator	Special Events Superintendent	NCS	Non-Ex	February 27, 2020
	\$29.10/hr	\$29.10/hr			
Morsching, Taylor A.	Recreation Specialist	Recreation and Parks Superintendent	NCS	Non-Ex	February 27, 2020
	\$18.86/hr	\$25.50/hr			
Weems, James	Assistant Recreation Specialist	Recreation Specialist	NCS	Non-Ex	February 27, 2020
	\$14.00/hr	\$16.98/hr			

TERMINATIONS - FULL-TIME (F/T)

PARKS SERVICES

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Sanders, Edward G.	Parks Maintenance Supervisor	Resignation	February 7, 2020

EPW-ADMINISTRATION

Souder, Pamela B.	Administrative Assistant III	Retirement	February 28, 2020
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CITY OF PADUCAH
PERSONNEL ACTIONS
February 25, 2020

TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL

PARKS SERVICES

POSITION

REASON

EFFECTIVE DATE

Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Adopt the Updated FY2020 Pay Grade Schedule - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: Staff is recommending the Commission adopt a new Pay Grade Schedule to reflect the Engineering, Public Works and Parks & Recreation Department re-organization. It is also a clean-up and audit reflecting the correct and current position titles.

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:

Adopt the updated Pay Grade Schedule

Attachments:

1. Municipal Order
2. Pay Grade Schedule - 2_20_20

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2019-2020 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah adopted the FY2019-2020 Pay Grade Schedule by Municipal Order No. 2252 on June 25, 2019; and

WHEREAS, it is necessary to amend the pay grade schedule due to the re-organization of the Engineering, Public Works and Parks & Recreation Department and to reflect correct current position titles; and

WHEREAS, in order to implement the changes, it is necessary to amend the FY2018-2019 Pay Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby adopts and approves the amendment to the FY2019-2020 Pay Grade Schedule as attached hereto.

SECTION 2. This Order will 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, February 25, 2020
Recorded by Lindsay Parish, City Clerk, February 25, 2020
\\mo\pay grade schedule 2-25-20

**FY 2019 - 2020
Pay Grade Schedule**

February 20, 2020

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Firefighter (Appointee)	A	\$25,413	\$28,249	\$31,091	\$33,976	\$36,865
Account Clerk	B	\$26,525	\$29,627	\$32,638	\$35,626	\$38,610
Admin Asst I	B	\$26,525	\$29,627	\$32,638	\$35,626	\$38,610
Accounts Payable Clerk	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Admin Asst II	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Admin Assistant 911	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Assistant Recreation Specialist	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Code Enforcement Assistant	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Data Entry Clerk 911	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Evidence Technician I	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Laborer	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Permit Specialist	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Records Clerk I	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Revenue Technician	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
ROW Maintenance Person	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Solid Waste Truck Driver	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Administrative Asst III	D	\$29,339	\$32,661	\$35,985	\$39,261	\$42,537
Records Clerk II	D	\$29,339	\$32,661	\$35,985	\$39,261	\$42,537
Revenue Technician II	D	\$29,339	\$32,661	\$35,985	\$39,261	\$42,537
Concrete Finisher	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Customer Experience Representative	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Equipment Operator	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Firefighter	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Maintenance Technician	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Permit Technician	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Recreation Specialist	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Records Clerk III	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Traffic Tech	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Asst. City Clerk	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Cemetary Sexton	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Compost Equipment Operator	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Evidence Tech II	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Executive Asst I	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Firefighter Relief Driver	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Floodwall Operator	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Telecommunicator	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Terminal Agency Coordinator	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Code Enforcement Officer I	G	\$34,029	\$37,842	\$41,657	\$45,477	\$49,299
Fleet Mechanic I	G	\$34,029	\$37,842	\$41,657	\$45,477	\$49,299

FY 2019 - 2020
Pay Grade Schedule

February 20, 2020

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
HR Generalist	G	\$34,029	\$37,842	\$41,657	\$45,477	\$49,299
911 Shift Supervisor	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Fire Lieutenants	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Help Desk Technician	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Housing Specialist	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Events & Promotions Specialist	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Marketing Specialist	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Neighborhood Project Planner	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Fire Captains	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Fleet Mechanic II	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Executive Asst II	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Executive Asst II/Assistant City Clerk	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Journeyman Electrician	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Office Manager	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Accountant	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Deputy Building Inspector I	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Deputy Electrical Inspector I	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Code Enforcement II	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Deputy Fire Marshal I	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Engineering Technician	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
IT Specialist I	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Police Officer	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Revenue Auditor	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Records Division Manager	K	\$41,338	\$45,986	\$50,634	\$55,311	\$59,982
Crime Analyst	K	\$41,338	\$45,986	\$50,634	\$55,311	\$59,982
911 System Administrator	K	\$41,338	\$45,986	\$50,634	\$55,311	\$59,982
Assistant 911 Communication Manager	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Associate Planner	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Code Enforcement Supervisor	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Deputy Building Inspector II	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Deputy Electrical Inspector II + Plan	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Engineer Asst II	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Engineer Project Manager	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Fire Marshall II	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Grants Administrator	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Master Electrician	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Parks Maintenance Supervisor	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133

**FY 2019 - 2020
Pay Grade Schedule**

February 20, 2020

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Supervisor -(Compost Operations, Fleet, Maintenance, Street, Solid Waste)	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Business Development Specialist	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Chief Electrical Inspector	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Community Development Planner	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Deputy Building Inspector III/Plan Review	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Downtown Development Specialist	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Engineer Asst III	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Fire Marshall III	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Senior Planner	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Special Events Coordinator	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Chief Building Inspector	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Battalion Chief	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Engineering tech III	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Fire Marshall	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Housing Coordinator	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Parks & Recreation Superintendent	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Parks Maintenance Superintendent	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Recreation Superintendent	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Street Superintendent	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Floodwall Superintendent	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Fleet/Maintenance Superintendent	O	\$48,862	\$55,203	\$61,546	\$67,911	\$74,275
GIS Analyst	O	\$48,862	\$55,203	\$61,546	\$67,911	\$74,275
Operations Manager	O	\$48,862	\$55,203	\$61,546	\$67,911	\$74,275
Risk Manager	O	\$48,862	\$55,203	\$61,546	\$67,911	\$74,275
Assistant to the City Manager	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Business Systems Analyst	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
City Clerk	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Crime Analyst II	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
GIS/Planner	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Network Administrator	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Public Information Officer	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Section 8 Housing Admin	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Police Sergeant	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Principal Planner	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
GIS Specialist	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Police Captain	Q	\$53,880	\$60,560	\$67,853	\$74,882	\$81,911

FY 2019 - 2020
Pay Grade Schedule

February 20, 2020

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Fire Assistant Chief	Q	\$53,880	\$60,560	\$67,853	\$74,882	\$81,911
Storm & Drain Engineer	R	\$56,344	\$63,871	\$71,246	\$78,541	\$85,837
Deputy Fire Chief - Operations	S	\$59,331	\$67,070	\$74,809	\$82,504	\$90,200
Director of Inspection	S	\$59,331	\$67,070	\$74,809	\$82,504	\$90,200
Police Assistant Chief	S	\$59,331	\$67,070	\$74,809	\$82,504	\$90,200
Revenue Manager	S	\$59,331	\$67,070	\$74,809	\$82,504	\$90,200
Assistant Public Works Director	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
Assistant Director of Parks & Recreation	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
Assistant City Engineer	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
911 Communication Services Manager	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
Controller	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
Deputy Fire Chief - Fire Prevention	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
Exec Director PRA	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
City Clerk / Customer Experience Director	U	\$65,440	\$73,958	\$82,476	\$94,848	\$104,333
Director of IT	U	\$65,440	\$73,958	\$82,476	\$94,848	\$104,333
Director of Parks	V	\$68,713	\$77,656	\$86,600	\$99,590	\$109,516
Director of Planning	V	\$68,713	\$77,656	\$86,600	\$99,590	\$109,516
Human Resource Director	V	\$68,713	\$77,656	\$86,600	\$99,590	\$109,516
No Position	W	\$72,203	\$81,566	\$90,930	\$104,569	\$115,027
Fire Chief	X	\$75,802	\$85,639	\$95,476	\$109,797	\$120,778
No Position	Y	\$79,511	\$89,881	\$100,250	\$115,289	\$126,817
Assistant City Manager	Z	\$83,546	\$94,406	\$105,264	\$121,053	\$133,158
Director of Finance	Z	\$83,546	\$94,406	\$105,264	\$121,053	\$133,158
City Engineer & Public Works Director	Z	\$83,546	\$94,406	\$105,264	\$121,053	\$133,158
Police Chief	Z	\$83,546	\$94,406	\$105,264	\$121,053	\$133,158
Public Works Director	Z	\$83,546	\$94,406	\$105,264	\$121,053	\$133,158
City Manager	AA	\$112,559	\$127,174	\$141,789	\$163,057	\$179,364

Agenda Action Form Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Adopt the Updated FY 2020 Position & Pay Schedule - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: This updated position and pay schedule includes the re-organization of the Engineering, Public Works and Parks & Recreation Department. It is also a clean-up and audit reflecting the correct, current number of vacant and filled positions.

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: Adopt the Updated FY 2020 Position & Pay Schedule

Attachments:

1. Municipal Order
2. Position and Pay Schedule -February 3 2020 FINAL

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING THE FY2019-2020 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah adopted the FY2019-2020 Position and Pay Schedule by Municipal Order No. 2253 on June 25, 2019; and

WHEREAS, it is necessary to amend the schedule due to the re-organization of the Engineering, Public Works and Parks & Recreation Department and to reflect the correct, current number of vacant and filled positions; and

WHEREAS, in order to implement the changes, it is necessary to amend the FY2019-2020 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves to amend the FY2019-2020 Position and Pay Schedule for the employees of the City of Paducah as attached hereto.

SECTION 2. This Order will 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, February 25, 2020
Recorded by Lindsay Parish, City Clerk, February 25, 2020
mo/Position and Pay Schedule FY2019-2020 02-25-2020
excel/Position & Pay Schedule 02-25-2020

Section A.								
ADMINISTRATION			AUTHORIZED POSITIONS		FY 19/20			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS					
City Manager	1	1			70.97	40	E	AA
Assistant City Manager	1	1			43.49			Z
Assistant to the City Manager						40	E	P
<u>Grants Administrator</u>	<u>1</u>	<u>1</u>			<u>20.30</u>	<u>40</u>	<u>E</u>	<u>L</u>
Business Systems Analyst	1	1			28.69	40	E	P
Administrative Assistant III	1	1			18.34	40	NE	D
Public Information Officer	1	1			31.90	40	E	P
Total Budgeted/Filled for Department	6	6	0	0				

Note: Moved Grants Administrator position from Finance to Administration

Section B.								
CITY CLERK / CUSTOMER EXPERIENCE DEPT.			AUTHORIZED POSITIONS		FY 19/20			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS					
City Clerk / Customer Experience Director	1	1			36.06	40	E	U
Executive Assistant II / Assistant City Clerk	1	1			22.42	40	NE	I
Customer Experience Representatives	3	1			19.23	40	NE	E
		1			19.06	40	NE	E
		1			17.37	40	NE	E
Total Budgeted/Filled for Department	5	5	0	0				

Section C.								
FINANCE DEPARTMENT			AUTHORIZED POSITIONS		FY 19/20			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS					
Administration								
Director of Finance	1	1			66.94	40	E	Z
Executive Assistant I	1	1			18.34	40	NE	F
Grants Administrator	1	1			25.48	40	E	L
Accounting/Payroll								
Controller	1	1			41.94	40	E	T
Accounts Payable Clerk								C
Accountant	3	1			25.00	40	E	J
		1			20.20	40	E	J
		1			18.93	40	E	J
Revenue								
Revenue Manager	1	1			35.10	40	E	S

Account Clerk					40	NE	B
					40	NE	B
Revenue Tech II	4	4			18.00	NE	D
Revenue Tech.	3	<u>1</u>		<u>1</u>	15.68	NE	C
		<u>1</u>			15.00	NE	C
Revenue Auditor	1	<u>1</u>			21.64	E	J

Total Budgeted/Filled for Department	11	10	0	1
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Note: The Revenue Tech III was removed and a Revenue Tech added.

Note: RCSS - Individuals Retain Civil Service Status

Section D.

INFORMATION TECHNOLOGY

AUTHORIZED POSITIONS

FY 19/20

**HOURLY
WAGE
ADJ.**

POSITIONS	BUDGET FILLED		RCSS/CS	VACANT	RATE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
	TOTAL	NON-CS						
Director Information Technology	1	1			40.41	40	E	U
Network Administrator	1	1			35.74	40	E	P
Help Desk Technician	1	1			21.80	40	NE	H
IT Specialist I						40	NE	J
GIS Specialist	1	1			29.37	40	E	P
GIS/Manager						40	E	P

Total Budgeted/Filled for Department	4	4	0	0
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Section E.

PLANNING DEPARTMENT

AUTHORIZED POSITIONS

FY 19/20

**HOURLY
WAGE
ADJ.**

POSITIONS	BUDGET FILLED		RCSS/CS	VACANT	RATE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
	TOTAL	NON-CS						
Director of Planning	1	1			42.49	40	E	V
Principal Planner	1	1			33.56	40	E	P
Executive Assistant I	1	1			23.23	40	NE	F
Business Development Specialist	1	<u>1</u>			<u>24.04</u>	40	E	M
Admin Asst II						40	NE	C
Senior Planner	1			1		40	E	M
Associate Planner	1	1			25.85	40	E	L
Neighborhood Planner	1	<u>1</u>			<u>18.12</u>	40	E	H
Housing Coordinator	1	1			<u>27.78</u>	40	E	N

Total Budgeted/Filled for Department	8	7	0	1
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Section F.

POLICE DEPARTMENT

AUTHORIZED POSITIONS

FY 19/20

POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
Police Chief	1	1			<u>46.35</u>	40	E	Z
Police Assistant Chief	2					40	E	S
Step 1					<u>34.51</u>			
Step 2		<u>1</u>			<u>38.78</u>			
Step 3		<u>1</u>			<u>38.88</u>			
Step 4					<u>43.10</u>			
Captains	6			<u>2</u>		40	E	Q
<5 years					32.08			
5 years					32.25			
9 years					32.39			
12 years		2			34.17			
15 years		2			33.67			
19 years					33.82			
22 years								
25 years								
Sergeants	9					40	NE	P
5 years					27.01			
6 years					27.12			
7 years					27.24			
8 years		1			27.34			
9 years		1			27.45			
10 years		3			27.56			
11 years		1			27.66			
12 years					27.76			
13 years		1			27.87			
14 years		1			27.97			
15 years		<u>1</u>			28.09			
16 years					28.21			
17 years					28.31			
18 years					28.40			
19 years					28.51			
20 years					28.62			
21 years					28.73			
22 years					28.86			
23 years					28.96			
24 years					29.07			
25 years					29.16			
Police Officer	60			1		40	NE	J
Police Officer - Recruit		10			<u>21.79</u>			
1 year		7			<u>22.98</u>			
2 years		5			<u>23.09</u>			
3 years		3			<u>24.18</u>			

4 years	3	<u>24.25</u>
5 years	8	<u>25.03</u>
6 years	4	<u>25.09</u>
7 years	1	<u>25.14</u>
8 years	3	<u>25.44</u>
9 years		<u>25.56</u>
10 years		<u>25.66</u>
11 years	3	<u>25.79</u>
12 years	3	<u>25.89</u>
13 years	1	<u>26.01</u>
14 years	1	<u>26.11</u>
15 years	2	<u>26.22</u>
16 years	3	<u>26.34</u>
17 years	1	<u>26.45</u>
18 years	3	<u>26.56</u>
19 years		<u>26.67</u>
20 years		<u>26.79</u>
21 years		<u>26.88</u>
22 years		<u>27.01</u>
23 years		<u>27.11</u>
24 years		<u>27.23</u>
25 years		<u>27.34</u>

Executive Assistant II	1	1	<u>24.96</u>	40	NE	I
Administrative Assistant III				40	NE	D
Administrative Assistant II				40	NE	C
Crime Analyst				40	E	K
Crime Analyst II	1			40	E	P
Records Division Manager	1	1	20.25	40	E	K
Records Clerk III	1	<u>1</u>	<u>17.43</u>	40	NE	D
Records Clerk II	1	1	<u>16.50</u>	40	NE	E
Records Clerk I	2	2	<u>15.27</u>	40	NE	C
Evidence Technician II	1	1	<u>16.78</u>	40	NE	F
Evidence Technician I	1	1	<u>15.42</u>	40	NE	C

Total Budgeted/Filled for Department	88	86	0	5
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911 Communications Services

911 Communications Services Manager	1	1	35.89	40	E	T
Assistant 911 Communications Services Manager	1			40	E	L
Terminal Agency Coordinator	1	1	23.37	36/48	NE	F
<u>911 System Administrator</u>	<u>1</u>	<u>1</u>	<u>23.56</u>	<u>40</u>	<u>E</u>	<u>K</u>
Shift Supervisor	4	1	23.75	36/48	NE	H
		1	24.37			
		2	25.60			
Telecommunicator	14	1	13.98	36/48	NE	F
			14.49	36/48	NE	F
		2	16.71	36/48	NE	F
		2	18.15	36/48	NE	F
		1	18.65	36/48	NE	F

		1		19.75	36/48	NE	F
		5		21.37	36/48	NE	F
		1		22.37	36/48	NE	F
Administrative Assistant III	1	1		<u>18.24</u>	40	NE	C
E911 Data Entry Clerk	0	0	1		40	NE	C

* \$1.00 per hr. shift differential when they work the evening and graveyard shift.

Note: Police Department Secretary/Public Information Officer is provided two hours minimum call-out pay.

**Note: Police Department adjustments will be made in accordance to Union Contract once the Captain's promotional process is completed.

**911

*Note: 36/48 refers to the 12 hour schedule that has people working an alternating three and four 12-hour shifts per week, or 2184 hours per year

New system administrator position added and data entry clerk moved into position.

Add Pays: 1) 1 TAC \$1/hr 2) 1 Radio Administrator \$1/hr 3) 2 CTO's \$0.50/hr

Total Budgeted/Filled for Department	23	21	0	2
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Section G.

FIRE DEPARTMENT

AUTHORIZED POSITIONS

FY 19/20

POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS					
Administrative Division								
Fire Chief	1	1			<u>54.58</u>	40	E	X
Deputy Fire Chief - Fire Prevention	1	1			<u>40.41</u>	40		T
Deputy Fire Chief - Operations	1	1			<u>38.76</u>	40	E	T
Office Manager						40	NE	I
Executive Assistant I	0	0			<u>21.79</u>		NE	F
Training Division								
Battalion Chief/ Training Officer	1	1			<u>31.93</u>		E	N
Fire Prevention Division								
Battalion Chief/ Fire Marshal							E	N
Fire Marshal							E	N
Deputy Fire Marshal III	1	1			<u>22.70</u>		NE	M
Deputy Fire Marshal II							NE	L
Deputy Fire Marshal I	1	1			<u>18.93</u>		NE	J
Executive Assistant I	1	1			<u>21.79</u>		NE	F
Code Enforcement Supervisor								L
Code Enforcement Officer II							NE	J
Code Enforcement Officer I	3	2			<u>22.05</u>	40	NE	G
		1			20.52			
Code Enforcement Assistant						40	NE	C
Permit Technician	1	1			<u>17.72</u>	40	NE	E
Permit Specialist						40	NE	C
						40	NE	F

Chief Building Inspector	1		1	<u>32.03</u>				N
Deputy Building Inspectors:								
Level I	1	1		24.66	40	NE		J
Level II					40	NE		L
Level III+Plans Review					40	NE		M
Chief Electrical Inspector	1	1		<u>30.58</u>	40	NE		M
Deputy Electrical Inspectors:								
Inspector Level I					40	NE		J
Inspector II+Plans Review	1	1		25.40	40	NE		L

Suppression Division

Fire Assistant Chief	3				40	E		P
Step 1				<u>21.82</u>				
Step 2				<u>22.59</u>				
Step 3				<u>23.38</u>				
Step 4			2	<u>24.20</u>				
Step 5			<u>1</u>	<u>25.05</u>				
Step 6				<u>25.93</u>				
Step 7				<u>26.83</u>				
Step 8				<u>27.78</u>				
Step 9			1	<u>28.75</u>				
Captains	15					NE		I
<10 years			<u>2</u>	<u>18.81</u>				
10 years			<u>3</u>	<u>18.93</u>				
15 years			2	<u>19.03</u>				
20 years			<u>4</u>	<u>19.22</u>				
Lieutenants	15					NE		H
<10 years			<u>7</u>	17.19				
10 years			<u>2</u>	17.40				
15 years			<u>1</u>	17.52				
20 years			<u>3</u>	17.69				
Firefighter	27					NE		E
Firefighter (Appointee)			<u>6</u>	13.23				
Firefighter (On Floor)			<u>6</u>	13.23				
6 months				14.27				
1 year			3	14.58				
2 years				14.77				
3 years			4	14.97				
5 years				15.27				
10 years				15.39				
15 years				15.49				
Firefighter (Relief Driver)						NE		F
COLA + \$0.39 + \$0.10								
2 years				<u>15.42</u>				
3 years				<u>15.63</u>				

4 years	3	<u>15.68</u>
5 years	4	<u>15.91</u>
10 years		<u>16.03</u>
15 years	5	<u>16.14</u>

Total Budgeted/Filled for Department	75	73	1	1
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Note: Executive Assistant I moved to Prevention from Administration

Note: Firefighter Relief Driver is not a new position. \$.10 is factored in the pay rate

Note: A person may hold the position of Code Enforcement Officer I for a period not to exceed one year without becoming a certified Property Maintenance Inspector.

Note: To be considered for the position of Code Enforcement Officer II must obtain Property Maintenance Inspector I, Level I Building Inspector and successful review.

Note: * A person may hold the position of Deputy Building Inspector Level I for a period not to exceed two years without becoming

Note: A person may hold the position of Deputy Electrical Inspector Level I for a period not to exceed one year without becoming certified.

Note: Building Inspector levels are equivalent to steps. These levels are dictated by state certification, and successful performance review.

Note: Deputy Fire Marshal to have State certification within one year.

Note: To be considered for Deputy Fire Marshal II must obtain NFPA Fire Inspector I, and II, and successful review.

Note: To be considered for Deputy Fire Marshal III must obtain NFPA Fire protection plan review and successful performance review.

Note: As Inspection's Civil Service positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Section H.

AUTHORIZED POSITIONS FY 19/20

ENGINEERING POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS					
<u>City Engineer</u>	1	1			59.92	40	E	Z
Assistant City Engineer	1			1		40	E	T
Storm Water & Drainage Engineer					37.61	40	E	R
Engineer Project Manager	1			1		40	E	L
Engineering Assistant III						40	E	M
Engineering Assistant II								L
Engineering Technician	1	1			22.73	40	E	J
<u>Engineering Tech III</u>	<u>1</u>	<u>1</u>			<u>34.85</u>	<u>40</u>	<u>E</u>	<u>N</u>
Executive Assistant II	1	1			18.89	40	NE	F

Floodwall Division

EPW Floodwall Superintendent	1	1			30.10	40	E	N
Floodwall Operator	4					40	NE	F
80%					15.82			
85%					16.81			
90%					17.80			
95%					18.79			
100%		1	3		19.78			

Total Budgeted/Filled for Department	11	6	3	2
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Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: As the Floodwall Operators' CS positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Section I.

AUTHORIZED POSITIONS FY 19/20

PUBLIC WORKS DEPT. POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE			
<u>Public Works Director</u>	<u>1</u>	<u>1</u>			<u>46.35</u>	<u>40</u>	<u>E</u>	<u>Z</u>
Assistant Public Works Director	1			<u>1</u>	37.39	40	E	T
Administrative Assistant III	1	1			<u>16.65</u>	40	NE	D
Street Division								
Street Superintendent	1	1			34.17	40	E	N
Street Supervisor	<u>3</u>	2			22.89	40	E	L
		<u>1</u>			<u>34.09</u>	40	E	N
						40	E	L
Equipment Operator	3						NE	E
80%					15.70			
85%					16.68			
90%					17.66			
95%					18.64			
100%		3			19.62			
Concrete Finisher	2						NE	E
80%					15.70			
85%					16.68			
90%					17.65			
95%					18.64			
100%		2			19.62			
Right-Of-Way Maintenance Person	13			<u>5</u> <u>2</u>			NE	C
80%					14.83			
85%					15.76			
90%					16.69			
95%		<u>4</u> <u>6</u>			17.61			
100%		<u>7</u> <u>5</u>			18.54			
Laborer	<u>2</u>						NE	C
80%		<u>2</u>			14.05			
85%					14.93			
90%					15.80			
95%					16.69			
100%					17.56			
Maintenance Division								
Fleet / Maintenance Superintendent	1	1			36.69	40	E	O
Maintenance Supervisor	1	1			23.94		E	L
Laborer	4			1			NE	C
80%					13.81			
85%					14.67			
90%					15.53			
95%					16.40			

100%		2	2	17.26		
Traffic Technician	1				NE	E
80%				15.82		
85%				16.80		
90%				17.79		
95%				18.78		
100%			1	19.77		
Journeyman Electrician	0	0		21.17	NE	I
<u>Master Electrician</u>	<u>1</u>		<u>1</u>		<u>NE</u>	<u>L</u>
Maintenance Technician	5				NE	E
80%				15.82		
85%				16.80		
90%		1		17.79		
95%		4		18.78		
100%		1	2	19.77		
Fleet Maintenance Division						
Fleet Supervisor	1	1		23.52	E	L
Administrative Assistant III	1	1		17.64	40	NE D
Fleet Mechanic I						NE G
Fleet Mechanic II	4					NE I
		1		20.10		
		1		21.18		
		1		22.53		
		1		22.56		
Solid Waste Division						
Solid Waste Supervisor	2	1		23.53	E	L
		1		23.03		
Compost Operations Supervisor	1	1		22.89	E	L
Administrative Assistant III	1	1		18.19	40	NE D
Laborer	3					NE C
80%				13.81		
85%				14.67		
90%				15.53		
95%		0		16.40		
100%		2	1	17.26		
Truck Driver	13					NE C
80%				14.72		
85%				15.64		
90%				16.56		
95%		0		17.48		
100%		10	1	18.40		
Right-Of-Way Maintenance Person	2					NE C
80%				14.83		
85%				15.76		

90%		16.69
95%		17.61
100%	1	18.54
Compost Equipment Operator	2	
80%		16.05
85%		17.05
90%		18.06
95%		19.06
100%	2	20.06

NE F

Total Budgeted/Filled for Department	70	45	7	4
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Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: As the Floodwall Operators' CS positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: AFSCME employees in the classification above shall be eligible to receive "Shift Differential" of \$0.35/Hr.

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section J.

PARKS & RECREATION DEPARTMENT	AUTHORIZED POSITIONS			FY 19/20	HOURS	EXEMPT	PAY
	BUDGET	FILLED	VACANT				
POSITION	TOTAL	NON-CS	RCSS/CS	HOURLY WAGE ADJ. RATE	WORK	NON-EXEMPT	GRADE
Director of Parks & Recreation	1	1		53.70	40	E	V
<u>Assitant Director of Parks & Recreation</u>	<u>1</u>	<u>1</u>		<u>35.00</u>	<u>40</u>	<u>E</u>	<u>I</u>
Recreation Superintendent	0	0		29.50	40	E	N
<u>Parks & Recreation Superintendent</u>	<u>1</u>	<u>1</u>		<u>25.50</u>	<u>40</u>	<u>E</u>	<u>N</u>
Parks Maintenance Superintendent	0	0		29.82	E	E	N
Cemetery Sexton	1	1		21.84	E	E	F
Special Events Superintendent Coordinator	1	1		29.10	E	E	<u>N</u>
Recreation Specialist	3	1		16.98	40	E	E
		1		14.60	40	E	E
		1		14.00	40.00	E	E
Assistant Recreation Specialist	0		0		40	NE	C
Executive Assistant I	1	1		21.38		NE	F
Administrative Assistant III	1	1		18.70		NE	D
Administrative Assistant II	1	1		15.31		NE	C
Maintenance Division							
Supervisor	<u>2</u>			23.02		E	L
Laborer	<u>10</u>					NE	L
80%				14.05			C
85%		1		14.93			
90%		1		15.80			
95%		1		16.69			
100%		5	2	17.56			
Maintenance Technician	1						

80%		<u>16.10</u>
85%		<u>17.09</u>
90%		<u>18.10</u>
95%		<u>19.11</u>
100%	1	<u>20.12</u>

Right-Of-Way Maintenance Person	2				NE	C
80%				14.83		
85%				15.76		
90%				16.69		
95%				17.61		
100%	1	1		18.54		

Total Budgeted/Filled for Department	26	21	3	2
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Superintendent moved to Public works, and then Parks & Rec. Super created and Rec. Specialist promoted.

Note: As positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: AFSCME employees in the classification above shall be eligible to receive "Shift Differential" of \$0.35/Hr.

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section K.

HUMAN RESOURCES

AUTHORIZED POSITIONS

FY 19/20

**HOURLY
WAGE
ADJ.
RATE**

**HOURS
WORK** **EXEMPT
NON-EXEMPT** **PAY
GRADE**

POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
Director of Human Resources	1	1			41.52	40	E	V
Risk Manager	<u>1</u>			<u>1</u>		40	E	O
H R Generalist	2	1			18.86	40	E	G
		1			18.29			

Total Budgeted/Filled for Department	4	3	0	1
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Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Acceptance of the KYTC Transportation Alternative Program grant in the amount of \$432,500 for the Greenway Trails Phase V Project - **R MURPHY**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: The City of Paducah applied for a 2014 Transportation Alternatives Program (TAP) grant as approved by Municipal Order No. 1790 for the Greenway Trails Phase V project. The project consists of roadway improvements and trail extension from Schultz Park to Jefferson Street. The project will pick up where the Greenway Trails Phase IV project ended. With the completion of Greenway Trails Phase IV, the Greenway Trails Phase V project is ready to begin.

The KYTC TAP grant in the amount of \$432,500 requires a local match of \$108,125.00 of which \$100,790.00 was transferred from the Boyles Trust Fund by Ordinance No. 2018-1-8511. The total estimated project cost is \$540,625.00.

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

If yes, please list the Action Step Item Codes(s): E-4: Continue developing the riverfront from the Carson Center to the Convention Center.

Funds Available: Account Name: Greenway Trails Phase 5

Account Number: PA0111

Staff Recommendation: Accept the KYTC TAP funding for the Greenway Trails Phase V in the amount of \$432,500 and authorize the Mayor to sign all grant documents related to same.

Attachments:

1. Municipal Order
2. MOA Greenway Trails Ph5

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE ACCEPTANCE OF THE KYTC TRANSPORTATION ALTERNATIVE PROGRAM GRANT IN THE AMOUNT OF \$432,500 FOR THE GREENWAY TRAILS PHASE V PROJECT

WHEREAS, The City of Paducah applied for the 2014 KYTC TAP Grant by Municipal Order No. 1790; and

WHEREAS, the Kentucky Transportation Cabinet is now ready to award funds for the Greenway Trail Phase V.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY,

SECTION 1: The Mayor is hereby authorized to accept the KYTC TAP funding for the Greenway Trails Phase V in the amount of \$432,500 and to sign all grant documents related to same. Phase V of the project consists of roadway improvements and trail extension from Schultz Park to Jefferson Street. The project will pick up where Phase IV ended.

SECTION 2: The KYTC TAP grant in the amount of \$432,500 requires a local match of \$108,125, of which \$100,790 was transferred from the Boyles Trust Fund by Ordinance No. 2018-1-8511. The remaining match in the amount of \$7,335 will be charged to the Greenway Trail Phase V Project Account PA0111.

SECTION 3: 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 on February 25, 2020

Recorded by Lindsay Parish, City Clerk, February 25, 2020

mo\grants\KYTC Transportation Alternative Program – greenway trails Phase V

**AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
CITY OF PADUCAH
GREENWAY TRAIL PH5 PROJECT
ITEM#: 01-03201/CONTRACT#: 20*1188
FEDERAL PROJ#: 4000-018/STATE PROJ#: 90866
FEDERAL AWARD AMOUNT: \$432,500
AUTHORIZED TO DATE: \$432,500**

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the **City of Paducah**, hereinafter the "RECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved **\$432,500** in federal funding for the **Greenway Trail Ph5** hereinafter the "PROJECT", known as Federal Project Number **4000-018** and the applicable Catalog of Federal Domestic Assistance number is 20.205-Highway Planning and Construction,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;]

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to

define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end **09/30/2023** unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and 2 CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET may terminate this contract 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 contract. The CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this

AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed **\$432,500** (the amount indicated on Attachment A unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to **\$432,500** in Federal reimbursement funding available as authorized in Phases for eligible PROJECT costs. The RECIPIENT shall be responsible for any ineligible costs, the required 20% local match funds (**\$108,125**), and any costs in excess of **\$432,500** necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2 CFR 200.

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 35 and 38 of this Agreement hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 Public Law No. 109-282 and/or 31 USC 6101 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA 42 USC 4321 et seq, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act 54 USC 300101 et seq, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will

be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT; the RECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Right of Way Guidance Manual and Relocation Assistance Manual. In the event condemnation occurs, the CABINET shall require prior written approval prior to the institution of any condemnation proceedings by the RECIPIENT.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) The RECIPIENT must use an acquisition consultant, prequalified by the CABINET, on all or any portion of the PROJECT, unless given prior approval by the CABINET to acquire property utilizing the RECIPIENT's staff. The selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, (*In accordance to KYTC Division of Design Specifications*)
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The RECIPIENT acknowledges that the CABINET will require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the RECIPIENT and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the RECIPIENT or the authority designated by the RECIPIENT will negotiate, execute the agreement, and inspect the relocation work. If a conflict of interest arises between the RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The RECIPIENT shall perform a review and approval of the relocation per agency policy and procedure. The RECIPIENT shall inspect the relocation and document the proper installation of the

facilities. If a conflict of interest arises between RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The RECIPIENT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The RECIPIENT shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The RECIPIENT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Guidance Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The RECIPIENT shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility and rail certification note defining the utilities and railroad identified in the PROJECT scope, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work. If no railroad is involved the note shall indicate as such.

Section 15. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's

Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act USC 40 1101, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders,

any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto, including prohibition regarding discrimination.

Section 24. Equal Employment Opportunity (Equal Opportunity Act of 1972). In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment. Such actions 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 compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Non Discrimination (Executive Order 11246). Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the RECIPIENT agrees as follows:

- a. The RECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA) 42 USC 12101 et seq, Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The RECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the RECIPIENT; 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.
- c. The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d. The RECIPIENT 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.
- e. The RECIPIENT 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 the PROJECT books, records and accounts by the CABINET or FHWA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f. In the event of the RECIPIENT'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 RECIPIENT 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.
- g. The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, 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 contractor, subcontractor, consultant or vendor. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the CABINET or FHWA, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 26. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59 and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within then (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 27. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

Section 28. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 29. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 30. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the Nation register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 31. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable.

Section 32. Americans with Disabilities Act. 42 USC 1201 et seq. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 33. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 34. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 35. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 36. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR Subpart F, If the RECIPIENT has expended more than \$750,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), 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 of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of

the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 37. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity 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 entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 38. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

Section 39. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 40. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 41. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 42. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this

AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 43. Resolution. The RECIPIENT shall pass a resolution authorizing the **Mayor** to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this PROJECT.

Section 44. Responsible Charge. The RECIPIENT shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The RECIPIENT will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the RECIPIENT to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the RECIPIENT must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

Attorney

Jim Gray, Secretary

Date: _____

Date: _____

City of Paducah:

Approved as to form and legality:

Attorney

Mayor

Date: _____

Date: _____

**ATTACHMENT A
 SCOPE OF WORK AND BUDGET SUMMARY**

Recipient DUNS#: 082397217

Project FAIN#: 693JJ21930000RPF9KY4000018

Scope of Work:

Construct an extension from Ph1 of the trail along the Paducah Riverfront from Madison to Jefferson

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

Budget:

Phase of Work	Federal Funds	Match	Total Estimate per phase
Design (programmed w/ FHWA)	\$0	\$0	\$0
Construction (programmed w/ FHWA)	\$432,500	\$108,125	\$540,625
<i>Est Completed Project Total</i>	\$432,500	\$108,125	\$540,625

ATTACHMENT B
ATTACH A RESOLUTION HERE

SAMPLE RESOLUTION

Whereas, the federal-aid highway program state administered funding was awarded the amount of \$432,500, and

Whereas this amount will be authorized in phases as federal requirements are met for the Greenway Trail Ph5 Project, and

Whereas, City of Paducah does hereby authorize Mayor _____ to sign the above mentioned Agreement, as well as any other necessary documents relating to the project.

The vote taken on said Resolution, the result being as follows:

Motion Carried - Yes No (Please circle one)

Signature _____ **Date** _____

Title _____

Witness _____

**ATTACHMENT C
 PERSON IN RESPONSIBLE CHARGE**

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.
2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
 - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
 - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name:	Position with RECIPIENT:
E-mail:	Phone:
Signature:	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

 Mayor Date

Project Name: Greenway Trail Ph5	Item#: 01-03201
Project Type: CMAQ <input type="checkbox"/> SRTS <input type="checkbox"/> NSB <input type="checkbox"/> TE <input type="checkbox"/> TAP <input checked="" type="checkbox"/>	

Vendor Name	City of Paducah	Vendor Invoice #	90866-##
Vendor Address	Address	Date of Request	(MM/DD/YY)
<i>This address must match the address on file with the Finance Cabinet</i>	C/S/Z	<i>Billing Period of included invoices</i>	
		Service From	(MM/DD/YY)
		Service To	(MM/DD/YY)
Contact Name		Contract Number	20*1188
Contact Title		Authorization Number	90866
Telephone #		Federal Numbers	20.205, 4000-018

Budget Line Item	Contract (Federal) Amount	Contract (Federal) Amount Paid To Date	Current Request	Contract (Federal) Amount Remaining
	0.00	0.00	0.00	0.00
Request Subtotal			0.00	
<i>20% Required Match</i>			0.00	
Total Paid by LPA			0.00	

Vendor Certification

I hereby certify that the commodities or services specified have been furnished to the Commonwealth of Kentucky; that the quality and the prices conform to the proposal and purchase order or contract; that payment, in whole or in part, has not been received from KYTC or any other source; that all materials for which we seek reimbursement adhere to the federal Buy America provisions; that all materials testing related to this project follows the KYTC materials testing specifications; and that all records relating to these requirements have been included in the project file.

 Signature

 Print Name

 Title

Agenda Action Form Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Application for the COPS Hiring Program (CHP) Grant in the amount of \$375,000 - **B LAIRD**

Category: Municipal Order

Staff Work By: Anthony Copeland, Ty Wilson

Presentation By: Brian Laird

Background Information: The Office of Community Oriented Policing Services (COPS) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Hiring Program (CHP) is designed to increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for additional officers.

2020 CHP Awards will cover up to 75 percent of the approved entry-level salary and fringe benefits of each newly hired or rehired full-time sworn career law enforcement officer, with a maximum federal match of \$125,000 per officer over the three-year (36-month) award period, with a minimum 25 percent local match requirement. There is a retention policy of 12 months following the end of the award period.

The Paducah Police Department intends to use funding to hire three new officers that will also serve as School Resource Officers (SRO), who will serve the city's public school system, working in collaboration with the schools to provide a positive and visible law enforcement presence. The estimated cost for salary and fringe benefits for three officers over a 3-year period is \$797,604. The amount requested will be \$375,000 with a local match of \$422,604. If the grant is approved, an MOU will be executed with Paducah Public Schools to cover the cost of the match. It is anticipated there will be no cost to the City for salary and fringe benefits.

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 the Mayor to execute all required grant application documents.

Attachments:

1. Municipal Order

MUNICIPAL ORDER _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A 2020 COPS HIRING PROGRAM (CHP) GRANT THROUGH THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) IN THE AMOUNT OF \$375,000 FOR THE HIRING OF THREE POLICE OFFICERS WHO WILL ALSO SERVE AS SCHOOL RESOURCE OFFICERS (SRO)

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a 2020 COPS Hiring Program(CHP) Grant through the Office of Community Oriented Policing Services (COPS) in the amount of \$375,000. The Paducah Police Department intends to use funding to hire three new officers that will also serve as School Resource Officers (SRO). These officers will serve the city's public-school system to provide a positive and visible law enforcement presence. The estimated cost for salary and fringe benefits for the hiring of three police officers over a three-year period is \$797,604. The amount requested will be \$375,000 with a local match of \$422,604. If the grant is approved, a Memorandum of Understanding will be executed with Paducah Public Schools to cover the cost of the match. It is anticipated there will be no cost to the City for salary and fringe benefits.

SECTION 2. This order will 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, February 25, 2020
Recorded by Lindsay Parish, City Clerk, February 25, 2020
\\mo\grants\police — 2020 Hiring Grant

Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Application for the FY2019 Assistance to Firefighters Grant in the amount of \$34,200- **S KYLE**

Category: Municipal Order

Staff Work By: Matt Tinsley, Ty Wilson

Presentation By: Steve Kyle

Background Information: The Paducah Fire Department proposes to submit a grant application to the Department of Homeland Security, Federal Emergency Management Agency (FEMA). The primary goal of the Assistance to Firefighter Grant Program (AFG) is to meet the firefighting and emergency response needs of fire departments and emergency service organizations.

The request for funding in the FY2019 AFG Application will be for a hose, supply line, and nozzles. These items are being requested to help the Fire Department comply with NFPA 1710 regarding the water flow needed for a single family residential structure. The department is in the process of changing out their initial attack lines and nozzles. Some of the supply lines are quite old and are in need of replacement.

The total project cost is estimated at \$38,000. A 10% match of \$3,800 is required, which will come from the Fire Department's general fund.

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 the Mayor to execute all required grant application documents.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A FY2019 ASSISTANCE TO FIREFIGHTERS MATCHING GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, IN THE AMOUNT OF \$34,200, TO BE USED FOR THE PADUCAH FIRE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a FY2019 Assistance to Firefighters Matching Grant Application and all documents necessary through the Department of Homeland Security, Federal Emergency Management Agency, in the amount of \$34,200, to be used for a hose, supply line and nozzles. The total project cost is estimated at \$38,000. The City's cash match of 10%, \$3,800, will come from the Fire Department's general fund budget.

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, February 25, 2020
Recorded by Tammara S. Sanderson, City Clerk, February 25, 2020
\\mo\grants\fire-FY2019 Asst to Firefighters

Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Declaration and Sale of Surplus Property-831 Campbell Street - **T TRACY**

Category: Municipal Order

Staff Work By: Nancy Upchurch

Presentation By: Tammara Tracy

Background Information: This action would determine that the property located at 831 Campbell Street is surplus property and authorize the transfer of the vacant lot to the best evaluated bid. Legal advertising and posting on the property was done in accordance with City code. One bid was received. Case number SOA2019-250.

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

If yes, please list the Action Step Item Codes(s): I-9 Downsize the City's ownership in real estate

Funds Available: Account Name:

Account Number:

Staff Recommendation: Determine that the property is surplus, accept the bid of \$1,000.00, and transfer the property to Michael Petter subject to the planting of at least one shade tree and the provision of a perimeter fence.

Attachments:

1. Municipal Order
2. 831 Campbell Street Transfer Report

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 831 CAMPBELL STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF MICHAEL PETTER IN THE AMOUNT OF ONE THOUSAND (\$1,000) DOLLARS FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made that the City does not have any use at this time or in the future for property located at 831 Campbell Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on December 17, 2019, and one (1) bid was received and opened on December 30, 2019; and

WHEREAS, the City desires to accept the bid of Michael Petter, who proposes to plant at least one shade tree and install a perimeter fence. This lot will be used for parking and storage of equipment associated with his existing business located adjacent to this lot.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 831 Campbell Street to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Michael Petter in the amount of \$1,000 for the purchase of real property located at 831 Campbell Street.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

SECTION 3. 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, February 25, 2020
Recorded by Lindsay Parish, City Clerk, February 25, 2020
\\mo\prop sale-831 Campbell Street



STAFF REPORT & DETERMINATION DISPOSITION OF ASSETS SOA 2019-250 2/11/2020

General Information

The disposition of surplus or excess property is governed by City Code Section 2-668; the sealed bid procedure is set out in City Code Section 2-645.

The disposition of any property requires a written determination that includes: a description of the property; its intended use at the time of acquisition; the reason why it is in the best interest of the city to dispose of the item; and the method of disposition to be used.

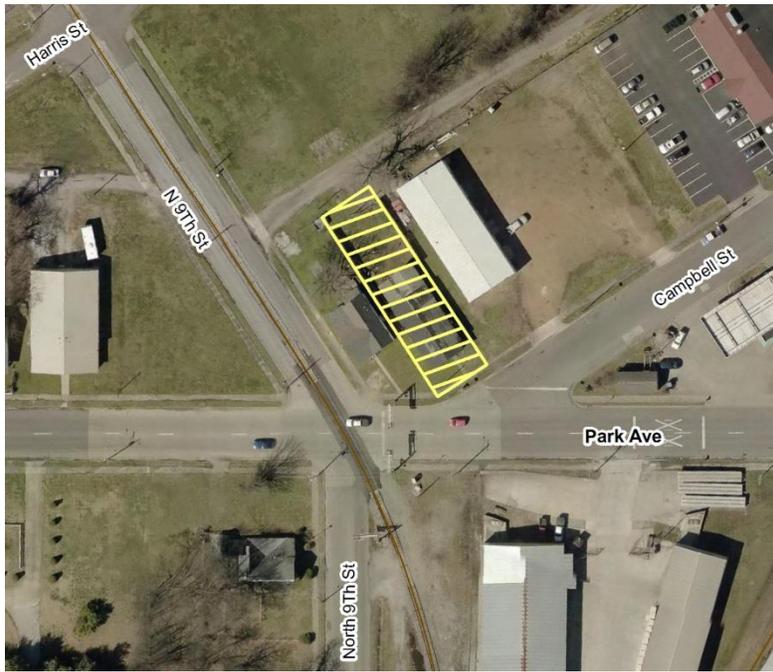
Property Description & Information

ADDRESS	831 Campbell Street	<p>General Vicinity Map</p>
CASE NO.	SOA 2019-250	
SIZE OF PROPERTY	42' by 160' approx.	
IMPROVEMENTS	None	
ZONING	B-3 General Business District	
COMPREHENSIVE PLAN	Urban Residential	
FLOODPLAIN	Protected by Levee	



Acquisition of the Property

A fire destroyed the residence on the site in 2019 and the remains were subsequently demolished in November 2019 at a cost of \$4500.00. The lot was acquired by Deed Nov. 25, 2019. Since the lot is not in a programmed revitalization area, the City had no plans for development at the time of acquisition.



Disposition of the Property

It is in the best interest of the City to transfer ownership of this property to a responsible citizen placing the property back on the tax rolls and eliminating the maintenance and liability costs.

Bid Information

In accordance with city and state regulations, a legal ad ran in the Paducah Sun on Dec. 17, 2019 requesting interested parties to submit a sealed bid on or before 4 PM on Dec. 30, 2019. Notice was also posted on the property requesting sealed bids. Only one bid was submitted.

BID # 1	Michael Petter	Bid Amount: \$1,000.00
	Mr. Petter proposes to plant a small shade tree on the front of the property. He will add a fence around the property. Completion within 12 months of closing. He will utilize the lot for parking/storage of equipment associated with his existing business located adjacent to this lot.	

Staff Recommendation

The site is located just off Park Avenue adjacent to the Lowertown Neighborhood at a unique juncture of 5 roads and a railroad. Mr. Petter has a successful business on the adjacent lot. Approval of this transfer would provide space for future expansion of that business.

Therefore, it is recommended to determine that the property is surplus, accept the bid of \$1000.00, and transfer the property to Michael Petter subject to the planting of at least one shade tree and the provision of a perimeter fence.

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 2706 OHIO STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF DR. VELMA J. DENNIS IN THE AMOUNT OF ONE THOUSAND TWO HUNDRED (\$1,200) DOLLARS FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made that the City does not have any use at this time or in the future for property located at 2706 Ohio Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on December 17, 2019, and one (1) bid was received and opened on December 30, 2019; and

WHEREAS, the City desires to accept the bid of Dr. Velma J. Dennis who proposes to refurbish the existing structure that will be maintained as a dwelling by a family member who is retiring and relocating to Paducah.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 2706 Ohio Street to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Dr. Velma J. Dennis in the amount of One Thousand Two Hundred (\$1,200) Dollars for the purchase of real property located at 2706 Ohio Street.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

SECTION 3. 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, February 25, 2020
Recorded by Lindsay Parish, City Clerk, February 25, 2020
\\mo\prop sale-2706 Ohio Street



STAFF REPORT & DETERMINATION DISPOSITION OF ASSETS SOA 2019-251 2/11/2020

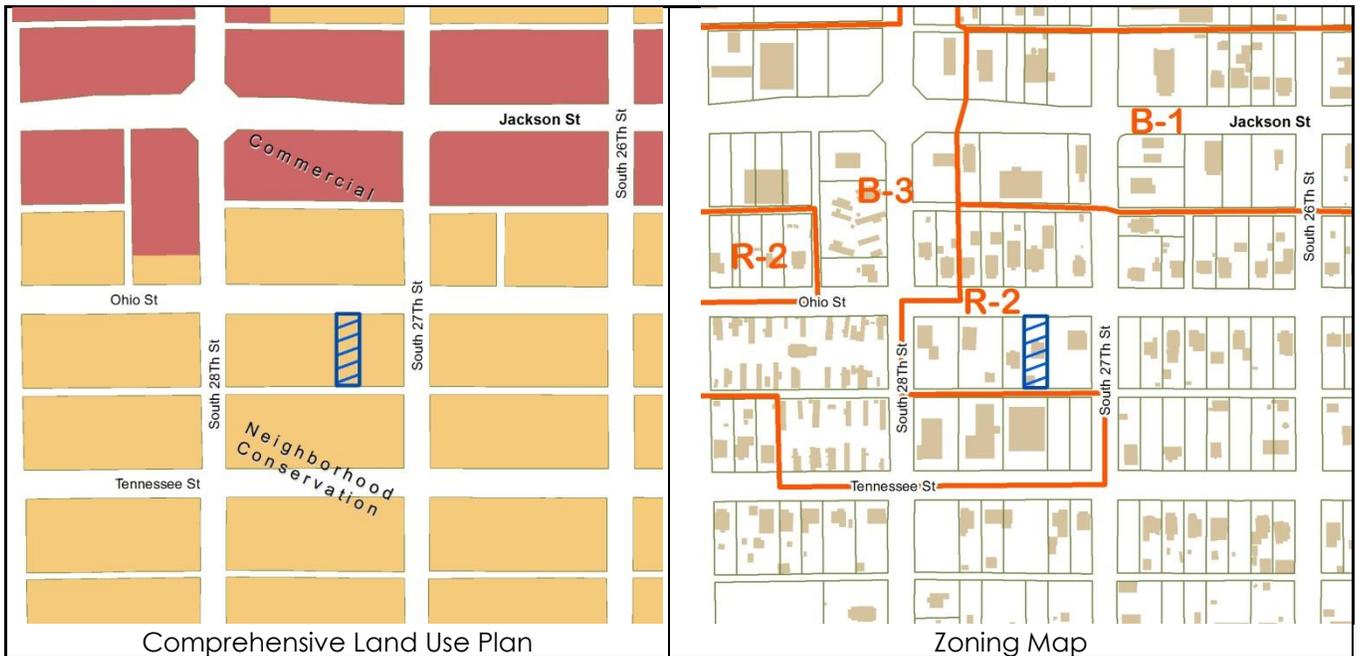
General Information

The disposition of surplus or excess property is governed by City Code Section 2-668; the sealed bid procedure is set out in City Code Section 2-645.

The disposition of any property requires a written determination that includes: a description of the property; its intended use at the time of acquisition; the reason why it is in the best interest of the city to dispose of the item; and the method of disposition to be used.

Property Description & Information

ADDRESS	2706 Ohio Street	<p>General Vicinity Map</p>
CASE NO.	SOA 2019-251	
SIZE OF PROPERTY	50' by 150' approx.	
IMPROVEMENTS	Single Family Residence	
ZONING	R-2 Residential	
COMPREHENSIVE PLAN	Neighborhood Conservation	
FLOODPLAIN	Protected by Levee	



Acquisition of the Property

Fire damaged the single-family residence that is on the lot. Due to the recent fire, the lot was acquired by Commissioner's Deed Nov. 12, 2019. The City had no plans for the property at the time of acquisition.



Disposition of the Property

It is in the best interest of the City to transfer ownership of this property to a responsible citizen placing the property back on the tax rolls and eliminating the maintenance and liability costs.

Bid Information

In accordance with city & state regulations, a legal ad ran in the Paducah Sun on Dec. 17, 2019 requesting interested parties to submit a sealed bid on or before 4 PM on Dec. 30, 2019. Notice was also posted on the property requesting sealed bids. Only one bid was submitted.

BID #1	Dr. Velma J. Dennis	Bid Amount: \$1,200.00
	Dr. Dennis proposes to refurbish the structure and it will be maintained by a family member who will be retiring and relocation to Paducah.	

Staff Recommendation

Redevelopment is generally always preferred; local ownership is also preferred. In this case, the bidder has three family members living in the same block. Her interest goes beyond restoring the home. She has a vision of a viable neighborhood with neighbors who care deeply about making Midtown Paducah a desired neighborhood to live and increase property values. Her proposal is to restore the home’s original beauty and glory. She proposes to invest up to \$40,000 over the next two years.

Therefore, it is recommended to determine that the property is surplus, accept the bid of \$1200.00, and transfer the property to Dr. Velma J. Dennis, subject to the following:

1. Planting of at least one over-story shade tree.
 2. Restoration of the residence or if a new home is constructed, the final site plan and elevations would subject to review and approval by the Director of Planning.
 3. Inclusion of a clause in the deed stating that the property would revert back to the City of Paducah if the project is not substantially completed within 2 years.
-

Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Accept the 2020 Parks and Recreation Master Plan - **M THOMPSON**

Category: Municipal Order

Staff Work By: James Arndt, Michelle Smolen

Presentation By: Mark Thompson

Background Information:

Beginning in January 2019 consultants from Bacon Farmer and Workman, Peck+Flannery and Brandstetter/Carroll guided the Parks and Recreation Department staff and Steering Committee through the process of developing a parks and recreation master plan that will help guide the City for the next 10-15 years. The plan will serve as a tool to aid in the decision making processes in the future. A hard copy of the report is to be distributed to the Commission.

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

If yes, please list the Action Step Item Codes(s): N-1, R-1, R-3, R-4, R-5, R-6, R-10, R-11

Funds Available: Account Name: N/A

Account Number: N/A

Staff Recommendation: Approval of the 2020 Parks and Recreation Master Plan

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

**AN MUNICIPAL ORDER OF THE CITY OF PADUCAH,
KENTUCKY, APPROVING AND ADOPTING THE 2019
PADUCAH PARKS AND RECREATION MASTER PLAN**

WHEREAS, the City of Paducah approved Municipal Order No. 2162 on October 9, 2018, to approve an agreement with Bacon, Farmer and Workman Engineering & Testing, Inc. for the development of a Parks & Recreation Master Plan; and

WHEREAS, Bacon, Farmer and Workman Engineering & Testing, Inc., developed the plan with the assistance of Peck Flannery Gream Warren, Inc. (PFGW) of Paducah in addition to Brandstetter/Carroll of Lexington; and

WHEREAS, the Master Plan process included the creation of a citizen steering committee and meetings with stakeholder groups, interactive public workshops, surveys, online engagement tools, and public presentations; and

WHEREAS, the Parks and Recreation Master Plan will provide a vision to guide the future growth, development, operations, and programs of the City's parks and facilities, recreation and event programs, open spaces, and trail system.

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

SECTION 1. That the Board of Commissioners of the City of Paducah, Kentucky hereby approve and adopt the 2019 Parks and Recreation Master Plan.

SECTION 2. 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 February 25, 2020
Recorded by Lindsay Parish, City Clerk February 25, 2020
\\mo\2019 Parks and Recreation Master Plan Adoption

Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Contract with Remotec, Inc. to purchase an Explosive Ordinance Disposal Robot for the Police Department Bomb Squad for \$442,064 - **B LAIRD**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Brian Laird

Background Information: This project is funded by a grant through the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security. Municipal Order 2240 allowed the Police Department to apply for this grant. The Police Department received the grant to purchase an Explosive Ordinance Disposal (EOD) Robot to replace the current outdated robot. This grant was accepted by Municipal Order 2301. Per procurement guidelines, the City of Paducah entered a competitive bid process for the EOD Robot. The bid opening was held in the Commission Chamber in City Hall on February 4, 2020 at 2 p.m. One bid was received. The bid from Remotec, Inc. met the qualifications lined out in the invitation for bid proposal. The bid allowed for additional components to be added to the robot, so the Purchase Order was updated to reflect the additions. The amount proposed of \$442,064 was not larger than the amount of the grant awarded.

The contract lines out the agreement between the City of Paducah and Remotec, Inc. All attached documents are a part of the contract documents.

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 the Mayor to execute Contract documents.

Attachments:

1. Municipal Order
2. Contract with Remotec
3. Rometec Bid
4. Updated PO from Remotec

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF REMOTEC, INC., FOR THE PURCHASE OF AN EXPLOSIVE ORDINANCE DISPOSAL ROBOT IN AN AMOUNT OF \$442,064, 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 Remotec, Inc. for the purchase of an explosive ordinance disposal robot in an amount of \$442,064 for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Remotec, Inc., of February 4, 2020.

SECTION 2. The Mayor is hereby authorized to execute a contract with Remotec, Inc., for the purchase of an explosive ordinance disposal robot, 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 funded by grant funding received through the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security. Said grant funds were accepted by Municipal Order No. 2301 on November 26, 2019.

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, February 25, 2020
Recorded by Lindsay Parish, City Clerk, February 25, 2020
MO\agree - police EOD Robot contract Remotec

**AGREEMENT TO PURCHASE AN
EXPLOSIVE ORDINANCE DISPOSAL (EOD) ROBOT**

THIS AGREEMENT, made this _____ day of _____, 2020 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **REMOTEK, INC.** hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide an **EOD Robot** to be used by the Police Department, Bomb Squad in full compliance with the Bid Proposal Dated **February 4, 2020** and with this Agreement, the Specifications, Terms and Conditions, 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 **EOD Robot** within **240** 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: **Four hundred forty-two thousand sixty-four dollars (\$442,064)** 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 training 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, terms and conditions, 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 42002-226

COPY

**NORTHROP
GRUMMAN**

Northrop Grumman Systems Corporation
Combat Systems and Mission Readiness Division
Remotec, Inc.
353 JD Yarnell Industrial Parkway
Clinton, TN 37716

February 04, 2020

City of Paducah
Ty Wilson, Grants Administrator
300 South 5th St.
Paducah, KY 42002-2267

Subject: Bid #2020-19-032

Enclosures: 1) Bid package
2) Quote 7695 with Remotec standard terms
3) Proposal of additional Terms
4) Certificate of insurance
5) Andros FX Catalog
6) Executed Addendum #1

Remotec, Inc. is pleased to provide this proposal in response to the City of Paducah's Bid No: 2020-19-032. Our response is predicated on the acceptance of the Remotec's Standard Terms and Conditions.

Our bid package includes the Bid Package, Quote 7695 with Remotec standard terms, Proposal of Additional Terms, Certificate of Insurance, and Andros FX catalog.

The pricing is valid for 90 days. Our standard delivery time is 240 calendar days ARO.

For any technical specifications questions, please contact Brad Callahan at (865)269-1165 or by email at bradley.callahan@ngc.com. For contractual matters, please contact Cindy Williams at (865)269-1134 or by email at cynthia.williams@ngc.com.

Respectfully yours,

Cynthia Williams
Contract Administrator

COPY

CITY OF PADUCAH

**300 SOUTH 5th STREET
PADUCAH, KY 42003**

REQUEST FOR BIDS (RFB)

**PADUCAH POLICE DEPARTMENT BOMB SQUAD
EXPLOSIVE ORDINANCE DISPOSAL (EOD) ROBOT**

City of Paducah

INVITATION TO BID

Bid No: (2020 – 19-032)

Sealed bids will be received by the City of Paducah, 300 South 5th St., until 2 p.m. on Tuesday, February 4, 2020 for:

**Explosive Ordinance Disposal Robot
[Reply by Date 02/04/2020]**

This project is funded with funds provided by the Department of Homeland Security (DHS)/Homeland Security Grant Program (HSGP). All bids must be turned in to Ty Wilson, Grants Administrator, City of Paducah, 300 South 5th St., PO Box 2267, Paducah, KY 42002-2267, no later than 2 p.m. on February 4, 2020. Bids cannot be accepted at any other location. Bids will be opened and all bid prices read aloud in the Commission Chambers on the Second Floor of City Hall, 300 South 5th Street, Paducah, KY at 2 p.m. on February 4, 2020. Bids must be received by the designated date and time and none will be considered thereafter.

The City of Paducah reserves the right to reject any and all bids and to waive any minor informality in bids received.

All forms, information and specifications regarding this bid are available from Ty Wilson, Grants Administrator, at 270-444-8509, twilson@paducahky.gov, 300 South 5th St., PO Box 2267, Paducah, KY 42002-2267, or on the City of Paducah's website: www.paducahky.gov.

You must mark your bid envelope with Bid Number, Description, Reply-by Date, and address to:

City of Paducah
Attn: Ty Wilson, Grants Administrator
300 South 5th St.
PO Box 2267
Paducah, KY 42002-2267

The City of Paducah is not responsible for the premature opening of, or the failure to open, a sealed bid not properly addressed or identified.

You are invited to be present for the opening of the bids submitted.

BACKGROUND INFORMATION

The Paducah Bomb Squad is in need of an upgraded robot platform with enhanced capabilities to better assist with proactive use and response efforts regarding current and future advancements in detection, deterrence, and render safe procedures. Advanced mobility and higher dexterity are essential capabilities to meet this need.

GENERAL INSTRUCTIONS TO BIDDERS

1. OFFICIAL CLOCK

Bids will be accepted until 2 p.m. at Paducah City Hall, 300 South 5th St., Paducah, KY 42003. Bids cannot be accepted at any other location. The official clock is the US Naval Observatory Master Clock available via the Internet.

2. CALCULATION ERROR(S)

Bidder is requested to show both unit prices and extended prices. In the event of a calculation error on the bid form, unit price bid shall prevail.

3. QUESTIONS AND ADDENDA

Bidders shall carefully examine this bid and any addenda issued by the City of Paducah. Bidders shall seek clarification of any ambiguity, conflict, omission or other error in this bid in writing. Oral comments or communications do not form any part of this bid offering. Questions should be addressed to the City of Paducah in writing. If the answer materially affects this procurement, the information will be issued in an addendum and made available on the City's website (www.paducahky.gov). Written communications should be addressed as follows:

City of Paducah
Attn: Ty Wilson, Grants Administrator
PO Box 2267
Paducah, KY 42002-2267
Or
Email: twilson@paducahky.gov

The deadline for questions will be **Tuesday, January 28th at 12 p.m. CST.**

4. PRE-BID CONFERENCE and INSPECTION OF FACILITIES

To enable prospective bidders to gain insight to a bid offering, a pre-bid conference and/or inspection of the City's facilities may be scheduled. Bidders should check Item 17 of this bid offering to see if such a requirement is in effect for this bid.

5. BID FORM

The bid form must be filled out in its entirety. It must include the price as well as an attachment detailing the key features and functions of the EOD Robot.

6. RESPONSIBILITY OF BIDDERS FORM

The City of Paducah issues in all bid offerings a Responsibility of Bidders form that must be completed by the bidder and attached to the bid form in order for the bidder to be considered for a bid award. This is a mandatory form that must be attached to the bid form and in accordance with KRS 45A.395, all information submitted thereon is deemed to be confidential and therefore exempt from Kentucky Open Records Law.

7. BASIS OF BID AWARD

The City of Paducah has selected to award this bid offering in compliance with KRS 45A.365 that allows the award to be made on the basis of:

Lowest responsive bid price, or

Lowest evaluated bid price

8. INSPECTION OF BIDDER'S PLANT AND PLACE OF BUSINESS

The City of Paducah reserves the right to inspect the plant facilities and place of business of any bidder participating in this bid offering.

9. RETENTION OF RECORDS

The successful bidder shall be required to maintain, for a period of five (5) years from the date of final payment to the bidder, all books and records pertaining to this bid offering.

10. BUSINESS TAX STATUS

In order to receive a bid award from the City of Paducah, a bidder must not be delinquent on any ad valorem taxes, including penalty and interest charges, due to the City for real or personal properties owned by the bidder, or any one or more of its corporate officers. Inquiries can be directed to the Finance Department, City Hall, (270) 444-8513.

11. BUSINESS STATUS AND REGISTRATION REQUIREMENTS

In order to receive a bid award from the City of Paducah, a bidder must be properly registered with the Occupational License Division to do business in the City. If a bidder is already registered, all of their applicable license accounts must be in "good standing" with the City. Good standing is defined as having all fees, including penalty and interest charges, relating to employee wages and gross receipts, paid in full with appropriate reporting forms filed in the offices of the City's Finance Department. Inquiries can be directed to Stephanie Millay, Revenue Manager, at (270) 444-8513.

12. CONFLICTS, GRATUITIES AND KICK-BACKS PROHIBITED

The City of Paducah adheres to the provisions of KRS 45A.455, paragraphs (1) through (5) relative to conflicts of interests, gratuities, kickbacks and use of confidential information in all bid offerings.

13. SUPPORTING DOCUMENTATION

Bidders are encouraged, or may be required, to submit with their bid any literature, warranty information or other documentation to support the bidder's compliance with the City of Paducah specifications contained in this bid package.

14. BID RETRACTION

Bidders are advised that bids submitted as part of this bid offering may not be withdrawn for a minimum of 90 days following the public bid opening unless circumstances justify consideration by the Chief of Police of a release from this provision. Requests to withdraw a bid must be in writing and received by the City of Paducah within twenty-four (24) hours of the public bid opening.

15. RIGHT TO REJECT ANY AWARD BID

The City of Paducah reserves the right to reject any and all bids received in response to this bid offering, and to waive any minor informality in this bid offering. The award of a contract shall be at the sole discretion of the City of Paducah. The award will be made to the responsible bidder whose bid is determined to be the most advantageous to the City in accordance with Item 6 herein, either lowest responsive bid price or lowest evaluated bid price (taking into consideration the evaluation factors set forth in this bid package). The City of Paducah may make the award without further discussion of the bids submitted. Therefore, the bid should be submitted initially on the most favorable terms, which the bidder can bid with respect to price, product, service and technical capability. The contents of the bid of the selected bidder will become the basis for the City of Paducah's contractual obligation when the award is made.

16. BID IDENTIFICATION

Bidders must mark their bid envelope with Bid Number, Description, Reply-by Date, and address to:

City of Paducah
Attn: Ty Wilson, Grants Administrator
300 South 5th St.
PO Box 2267
Paducah, KY 42002-2267

This instruction is provided as a means to ensure proper delivery, handling and public announcement of a bidder's response at the official bid opening date and time. Bids in the form of telegrams, telephone calls, facsimiles, email, or telex messages will not be accepted.

17. BID SUBMISSION

Prior to entering into a contract with the City of Paducah, the successful bidder(s) must provide the following information:

- a. The name of every company bearing an interest in the proposed goods and services to be provided in this bid offering;
- b. The name, title, address and telephone number of individuals with authority to contractually bind the bidder; and

- c. A designated person(s) who can be contacted by the City of Paducah during the bid evaluation period. This information shall include the person's name, title, address, telephone number, FAX number and Internet E-mail address, if available.

18. PRESENTATIONS AND DEMONSTRATIONS

If, in the opinion of the City of Paducah, bidder presentations or demonstrations are desired as part of the bid process, the City of Paducah will notify one or more of the responsive bidders to make arrangements for the date, time and place for such a presentation or demonstration.

19. PRE-BID CONFERENCE

A pre-bid conference may be required for this bid offering and is indicated in the space provided below:

- Is scheduled for this bid offering
 Is not scheduled for this bid offering

If a pre-bid conference is marked as scheduled, then such pre-bid conference will take place as follows:

City of Paducah
300 South 5th St.
Paducah, KY 42003
Start Time, Date

All prospective bidders are encouraged, but not required, to attend the pre-bid conference, if one is scheduled.

20. DISPOSITION OF BIDS

All materials submitted in response to this bid offering will become the property of the City of Paducah. One (1) copy of each bid shall be retained for the official files and will become a public record after an award is made by the City of Paducah and thus open for public inspection. It is understood that the bid will become a part of the official file without obligation on the part of the City of Paducah except as to the disclosure restriction contained in Paragraph 20 below.

21. DISCLOSURE

In compliance with the Kentucky Revised Statutes, Chapter 45A, and the Kentucky Open Records Act, trade secrets or proprietary information submitted by a bidder in connection with this procurement shall not be subject to public disclosure. However, the bidder must invoke this protection prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that costs are to be protected also is unacceptable. Disputes over disclosure will be resolved by the Chief of Police based on legal advice provided by the City of Paducah.

21. COST INCURRED IN RESPONDING

This bid offering does not commit the City of Paducah to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs, nor does it commit the City of Paducah to enter into a contract.

22. PRIME BIDDER RESPONSIBILITIES

If the bidder's response includes goods and services provided by others, the bidder will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such goods and services. The bidder will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all contractual requirements resulting from this bid offering.

23. LAWS AND REGULATIONS

This bid shall be governed by the Model Procurement statutes of the Commonwealth of Kentucky and any applicable Code of the City of Paducah, Kentucky.

24. INSURANCE REQUIREMENTS

Prior to entering into a contract with the City of Paducah, the successful bidder(s) must provide a Certificate of Insurance showing proof of insurance, which meets or exceeds requirements set forth in this bid offering.

25. NON-DISCRIMINATION CLAUSE

The City of Paducah will not discriminate on the grounds of race, color, national origin, sex, age, or disability when issuing Invitations to Bid.

ATTACHMENT A

PRODUCT SPECIFICATIONS

Explosive Ordinance Disposal (EOD) Robot

The Paducah Bomb Squad is in need of an upgraded robot platform with enhanced capabilities to better assist with proactive use and response efforts regarding current and future advancements in detection, deterrence, and render safe procedures. Advanced mobility and higher dexterity are essential capabilities to meet this need. Key features would include:

- Sealed weather resistant enclosure to operate in various climates.
- Quad track capability for any terrain, along with independent track control when necessary. Articulating tracks with position feedback.
- The ability to articulate the tracks at varying degrees to easily move up and down stairs and other obstacles.
- Arm mobility and maneuverability. A platform with the ability to manipulate the arm and grip at several varying degrees. The ability to move and maneuver in confined spaces and in and out of tight areas.
- The ability for the joints (upper arm, lower arm) to roll at varying degrees.
- Longer vertical and horizontal arm reach.
- Up to 150-degree torso rotation.
- Stronger arm lift and pull capacity. Over 100 lbs. lift at full extension and over 250 lbs. closed in.
- Stronger grip force, over 120 psi. Continuous 360-degree grip rotation.
- Wrist extension, with position feedback.
- Variable speed control with the manipulator for precision applications.
- Several cameras –
 - Front and Rear drive
 - Surveillance (color with IR switch, Auto and manual focus iris, vertical extension camera pole, low light pan/tilt/zoom)
 - Arm (fixed color camera with IR option, surveillance pan/tilt/zoom camera)
 - Gripper camera
 - Thermal camera
 - Tool camera (PAN camera, laser enhancing lense)
- Two-way audio system with weatherproof speaker and microphone.
- Interchangeable fiber optic cable reel.
- Quick charging and easy changing power supply.
- Easy operating control system.
- Ability to create own pre-set configurations, as well as having several pre-programmed configurations.

- 3-D vehicle images.
- The ability for more than 2 cameras to be displayed at one time that can be moved or resized.
- Vehicle tilt and cant is displayed on monitor/screen to better assist with movement.
- Vehicle maintenance information is provided via touch screen on the monitor.

BID FORM

TO: City of Paducah
Attn: Ty Wilson, Grants Administrator
PO Box 2267
Paducah, KY 42002-2267

FROM: Remotec, Inc.
Attn: Cynthia Williams, Contract Administrator
353 JD Yarnell Industrial Parkway
Clinton, TN 37716

BID NO: (2020 – 19-032)

The undersigned hereby certifies that to the best of his/her knowledge and belief, the cost or pricing data submitted herein is accurate, complete and current as of the date set forth hereon: (Reference KRS 45A.405)

The undersigned hereby certifies that he/she has carefully examined the specifications and is familiar with the type of service/equipment/supplies to be furnished as set forth.

The undersigned proposes to furnish the supplies and/or equipment that will perform in a satisfactory manner and that is in accordance with the specifications set forth, for the following price:

<i>Description</i>	<i>Price</i>
Andros FX Vehicle Assembly	\$ 408,593.00
Total Cost:	\$ 408,593.00

Attach a separate sheet of paper detailing the key features and functions of the EOD Robot.

*** Please respond with two complete copies of the bid.**

The bidder herein certifies by signature that all specifications have been reviewed and that any variations to the City's specifications, including both exceptions to or enhancements to same, are clearly spelled out in an attachment to this bid.



(Signature)

The bidder herein certifies by signature that all addendums issued to this bid offering, if any, have been reviewed and the bidder is fully aware of the implications of the addendums on the bid offering, and that a copy of each issued addendum is signed and attached hereto as evidence of receipt.

C. Williams
(Signature)

The bidder herein certifies by signature that the Responsibility of Bidders Form has been fully completed and attached hereto as part of the bid.

C. Williams
(Signature)

Are there any exceptions to the specific specifications set forth on bid? Yes No

If yes, please explain: Remotec does not have any exceptions to the specific specifications , but we would like to propose the additional clauses that will govern the purchase order. The clauses are attached.

Company or Individual Name Remotec, Inc.
Doing Business As (DBA) _____
Street Address 353 JD Yarnell Industrial Parkway
PO Box Number _____
City, State, Zip Code Clinton, TN 37716

Cynthia Williams
Official Name (Printed)

C. Williams
Official Signature

02/04/2020

Date Signed

RESPONSIBILITY OF BIDDER FORM

This form must be completed in full and submitted with bid. Misrepresentation or failure to complete will automatically disqualify bid. All information is confidential and exempt from the Open Records Law, pursuant to KRS 45A.395.

NAME Remotec, Inc. PHONE # 865-269-1134
 ADDRESS 353 JD Yarnell Industrial Parkway Clinton TN 37716
Street or PO Box City State Zip Code

1.	Type of services/supplies provided in normal course of business:	<u>Manufacturer of unmanned ground vehicles for military, police and bomb squads domestic and internationally</u>
2.	Length of time in business: <u>40 years</u>	
3.	Experience in providing bid-required services/supplies:	<u>Remotec, Inc. has 40 years of experience in providing bid-required services and supplies.</u>
4.	Currently a party/defendant in lawsuit(s)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If yes, explain:	
5.	State past history as party/defendant in lawsuit(s):	<u>N/A</u>
6.	Name of contract/product liability insurance carrier:	<u>See attached certificate of Liability Insurance for limites</u>
	Limits: \$	
7.	If construction bid:	
	(a) How many other projects currently ongoing?	<u>N/A</u>
	(b) How many bids currently submitted elsewhere?	<u>N/A</u>
	(c) Have books been audited by CPA? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Date of last audit:	<u>N/A</u>
8.*	City of	<u>No:</u>
9.	List of references (public or private) and contact person for whom similar services/supplies provided:	

<u>Bellingham PD</u>	<u>505 Grand Avenue Bellingham, WA 98225</u>	<u>Benjamin Horton 360-815-0048 bhorton@cob.org</u>
Name of Firm	Address	Contact Person
<u>Sweetwater CO SO</u>	<u>731 C Str., Suite 234 Rock Springs, WY 82901</u>	<u>Anthony Niemiec 307-871-1730 niemieca@sweet.WY.US</u>
Name of Firm	Address	Contact Person
<u>Dallas/Ft. Worth Airport</u>	<u>3122 East 30th Street DFW Airport, TX 75261</u>	<u>Wally Meeks 972-822-7713 wmeeks@dfwairport.com</u>
Name of Firm	Address	Contact Person

(If more space is needed, please attach separate sheet(s))

I, Cynthia Williams, do solemnly swear that to the best of my knowledge and belief, the above is true and accurate statement of facts.

Signed C. Williams Date 1/29/2020

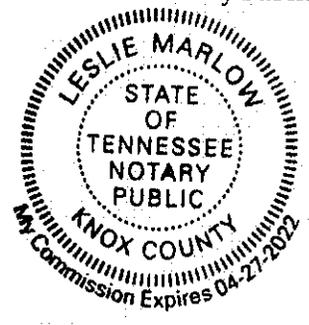
State of Tennessee
 County of Knox

Sworn to and subscribed before me, a Notary Public, this 29 day of January, 2020.

* Required by City of Paducah Code of Ordinances

My commission expires 4/27/22 Notary ID # NIA

Leslie Marlow
Notary Public



NORTHROP GRUMMAN

Print Date: 1/28/2020

REV: 0

QUOTE

Domestic

FROM:

Northrop Grumman, Remotec, Inc.
 353 JD Yarnell Industrial Parkway
 Clinton, TN 37716
 Attn: Brad Callahan ext. 1165
 Phone: (865) 483-0228
 Fax: (865) 483-1426

TO: Paducah Police Department
 Matt Hopp
 1400 Broadway

Paducah, KY 42001
mhopp@paducahky.gov

Cell: 904-465-6506

REMOTEC Reference No. 7695

Date: 1-28-2020

Terms: Net 30 Days

Delivery: 240 days or less

This pricing valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS FX Vehicle Assembly Includes: - Position Feedback with User Presets - Cameras - Surveillance color camera with white light and IR LED's and Pan / Tilt (Continuous pan) - Gripper palm camera - Front and rear drive cameras - Color arm camera - Accessory Interface Mount (includes adapter and jumper cable) - Vehicle Battery Pack - Tool Kit	2470-0100	1	\$ 238,128	\$ 238,128
	One Operation/Maintenance Manual (CD-ROM) (Included in Item 1)		1		
	Vehicle Battery Charger Assembly (Included in Item 1)	2470-0150-X	1		
	2 1/2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2)	TRAINING-001	1		
	2 1/2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001		Get Separate Quote	

CONTROL SYSTEM OPTIONS

1. Requires item 2 plus at least on Power Option (Item 3 or 4)

2. System requires OCU, Power Option, plus at least one Data Link for operation

2	Operator Control Unit includes: - Handheld - CPU Module - Breakout Box (includes DC power cable)	2470-8300	1	\$ 18,290	\$ 18,290
		2470-8123			
		2470-8175			
		2470-8160			
POWER OPTIONS - Must choose at least one					
3	Option 1 (DC power only) includes: - 12 volt battery - 12 volt battery charger (must specify plug type if outside US)			\$ 970	\$ -
		E3600-8106			
		CHGR-019			
4	Option 2 (AC power only) includes: - AC Power Box - DC Adapter Cable - AC Cord (must specify plug type in outside the US)	2470-8200-1	1	\$ 2,377	\$ 2,377
5	Option 3 Portable OCU Conversion Kit includes: The pelican case mod for packaging of OCU items into a portable configuration 2 BB2590 batteries 2 single BB2590 chargers	2470-8700	1	\$ 4,776	\$ 4,776
		BATTERY-BB2590			
		CHGR-032			
DATA LINK OPTIONS					
6	Radio Control Assembly (Includes case) (Requires frequencies prior to production)	2470-8440-X	1	\$ 45,582	\$ 45,582
	Case for Radio	CASE-024	1		
7	MIMO Wireless Comms System	2470-8440		\$ 34,837	
8	Fiber Optic Cable Reel Assembly (2000 ft.) (Includes case)	2470-8360	1	\$ 21,518	\$ 21,518
	- Case for Fiber	CASE-006	1		
9	Spare Spool of Fiber Optic Cable (2000 ft.)	D7040-8325	1	\$ 1,536	\$ 1,536
AUDIO/VIDEO OPTIONS					
10	Camera Pan/Tilt Assembly (Can Be Used On Arm)	2470-5000	1	\$ 14,730	\$ 14,730
11	Camera Sighting Kit Assembly (for Disruptor, Shotgun, Breacher Mounts)	2470-3825	1	\$ 901	\$ 901
	Laser Assembly	2470-3820	2	\$ 345	\$ 690
12	Laser Filter Assembly	C7055-3830	1	\$ 885	\$ 885
13	Gripper Held Search Camera	B3875-5130		\$ 2,332	\$ -
14	Thermal Imager Assembly for P/T Camera	2470-5070	1	\$ 6,865	\$ 6,865
15	High Intensity Light Assembly (includes battery & charger)	2470-3845		\$ 1,585	\$ -
16	23" Touch LED Monitor	MONITOR-15		\$ 1,103	\$ -
Sensor Mounts					
17	Neya Sensor Box	MODULE-SENSE-001		\$ 17,623	\$ -
18	CBRN Mount Assy with Interface Cable Assy	2470-3855		\$ 1,301	\$ -
19	Canberra Sensor Mounting Kit	2470-6210		\$ 1,348	\$ -
20	FIDO Sensor Mounting Kit	2470-6220		\$ 1,025	\$ -
21	First Defender Sensor Mounting Kit	2470-6230		\$ 1,025	\$ -
22	MultiRae Pro Sensor Mounting Kit	2470-6250		\$ 1,025	\$ -
23	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	2470-3807	1	\$ 1,760	\$ 1,760

24	Contamination Smear Assembly (For swab sampling)	C7045-7600		\$ 1,102	\$ -
TOOLS					
25	Receiver Grip Assy. (Gripper Block)	B2461-5850		\$ 239	\$ -
26	Dual Pan Disrupter Mount Assembly	2470-5220	1	\$ 1,136	\$ 1,136
27	PAN Disrupter	DISRUPTER-003**		\$ 3,843	\$ -
28	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		\$ 6,567	\$ -
29	PAN Disrupter, T3, Titanium	DISRUPTER-005**		\$ 5,040	\$ -
30	PAN Disrupter Electric Breach	BRCH-ELEC-KIT-PAN		\$ 4,108	\$ -
31	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	2470-6130		\$ 1,911	\$ -
32	Shock Tube Initiator, Two Channel	INIT-2CH-FX		\$ 2,237	\$ -
33	Shock Tube Initiator, Four Channel	INIT-4CH-FX	1	\$ 3,175	\$ 3,175
34	37mm and 40 mm Breacher Mount Assembly	E7055-6090		\$ 3,604	\$ -
35	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**		\$ 5,735	\$ -
36	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		\$ 5,483	\$ -
37	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		\$ 4,516	\$ -
38	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		\$ 4,654	\$ -
39	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		\$ 3,201	\$ -
40	Electric Breach T3 Disrupter	BREACH-ELECT-T3		\$ 3,534	\$ -
41	Striker Mount Assembly	E7055-6095		\$ 3,784	\$ -
42	Striker 12 Shotgun	STRIKER12**		\$ 1,955	\$ -
43	Picatinny Rail Claw Assembly	D7045-2726		\$ 1,728	\$ -
44	Picatinny Rail Cable Cutter Assembly	C7040-7030		\$ 473	\$ -
45	Circular Saw Assembly (Battery included)	7057-7070-1		\$ 2,014	\$ -
46	Reciprocating Saw Assembly (Battery included)	7057-7080-1		\$ 2,014	\$ -
47	Drill Assembly (Battery included)	7057-7040-1		\$ 2,332	\$ -
41	Charge Dropper	2470-3830			
42	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS	1	\$ 8,437	\$ 8,437
43	Ideal Mini Gander	MINIGANDER		\$ 7,203	\$ -
44	Power Hawk Assembly Includes the following: - Power Hawk Unit - Power Hawk Kit - Case For Power Hawk	2470-7500 POWERHAWK-003 CASE-024	1	\$ 35,722	\$ 35,722
45	Drawbar Package (Does NOT include receiver hitc	7181-7590		\$ 827	\$ -
46	Water Disrupter Deployer Kit	C2461-7585		\$ 2,067	\$ -
47	Receiver Hitch Kit	2470-7580		\$ 279	\$ -
MAINTENANCE					
48	Spare Parts Kit (per robot)	2470-0164		\$ 26,500	\$ -
49	Spare Battery Pack Drawer Assembly	2470-1650	1	\$ 2,085	\$ 2,085

50	Second Year Extended Warranty Contract	MAINTENANCE-006		\$ 7,579	\$ -
51	Third Year Extended Warranty Contract	MAINTENANCE-006		\$ 7,579	\$ -
52	Fourth Year Extended Warranty Contract	MAINTENANCE-007		\$ 9,678	\$ -
53	Fifth Year Extended Warranty Contract	MAINTENANCE-007		\$ 9,678	\$ -
54	Sixth Year Extended Warranty Contract	MAINTENANCE-008		\$ 11,077	\$ -
55	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-009		\$ 38,531	\$ -
Subtotal					\$ 408,593
Subtotal (Total From Misc. Items) (See attachment if greater than 0)					\$ -
PACKAGING & FREIGHT					
56	Customer Pick-up		1		
57	Packaging in Reusable Shipping Crate	CRATE-006		\$ 1,590	\$ -
58	Ship Items	FREIGHT		\$ 1,060	\$ -
Shipping & Handling Subtotal					\$ -
Other charges/discounts					\$ -
TOTAL Sale Price					\$ 408,593

**** This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement.**

- 1) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached). Any deviation from these conditions may result in a price increase.
- 2) Pricing does not include any taxes, fees or other related items unless specifically called out.
- 3) Customer is responsible for all import and export taxes from origin to destination.

NOTE: "Acceptance of order may be delayed while negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

Business Management Approval EMAIL APPROVAL FROM STEPHANIE BAILEY	Contracts Approval <i>Cynthia Williams</i>
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REMOTEC®

DOMESTIC SALES TERMS AND CONDITIONS

A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after delivery (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent delineated hereinabove, but in no event to include computer software.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

D. CANCELLATION/TERMINATION

The Buyer may terminate this order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

I. PAYMENT TERMS

Domestic: Seller's payment terms are Net 30 days based on credit approval.

Seller may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to Seller when, in Seller's opinion, such action warrants. Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum. All goods delivered by Seller shall remain the property of Seller until the Buyer has paid in full for these goods.

On certain vehicle orders, if mutually agreed between Seller and Buyer, Seller may hold completed vehicle(s) or other products in its facility pending training. If Seller holds completed vehicle(s) or other products to facilitate user training, the vehicle(s)/products will be deemed to have been shipped in



DOMESTIC SALES TERMS AND CONDITIONS

place, and Seller will issue an invoice to Buyer for said vehicle(s)/products. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of \$50.00 per month per vehicle, or \$50.00 per month per other end item, and assess late charges in accordance with Domestic terms as stipulated herein.

International: All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller, or secured by a Confirmed Letter of Credit for the full amount of the contract negotiable at Seller Bank's counter. If a Letter of Credit is used, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than \$1,000 US. All draws against the Letter of Credit by Seller shall be made upon written certification by Seller that the contract has been accepted, or that the product has been successfully inspected and is ready for shipment, and no other conditions on the draw shall be required. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyer's violation of any such statutes, laws, or regulations.

N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

Q. PRODUCT OPERATION

Buyer shall be solely responsible for the proper use of all products, shall comply with all applicable laws and regulations in its operations per Paragraph M above, shall strictly adhere to the instructions in all applicable operation and maintenance manuals, and shall properly train its operators in the safe use of all products.

R. INSURANCE AND INDEMNIFICATION FOR USE

Except in the event that Buyer is a self-insured government organization, Buyer shall maintain appropriate insurance Coverage (general liability and/or aviation, as applicable) with a liability limitation of not less than \$5 million covering Buyer's operation of Seller's products. The Buyer's insurance coverage(s) shall be on a primary and non-contributory basis. Buyer hereby indemnifies Seller from all claims, including third party claims, which arise as a result of the Buyer's use or misuse of the products. This clause shall survive the expiration or termination of this agreement.

S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.



Northrop Grumman Systems Corporation
Combat Systems and Mission Readiness Division
Remotec, Inc.
353 JD Yarnell Industrial Parkway
Clinton, TN 37716

Remotec, Inc. would like to request that following terms be added to the ones that will govern the Award.

Indemnification: Each Party shall be responsible for and bear the costs of all claims including third party claims including third party claims, liabilities, losses or damages, arising from each Party's respective negligent or international acts or omissions under the Order or use of the product(s) delivered under the Order.

Limitation of Liability: Seller shall not be liable to Buyer for an amount which in combination with all claims by Buyer against Seller under this Agreement exceeds 2x the Agreement value.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/24/2019

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 Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797		CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS:	
CN107993899-1M W-Umbpr-19-21 IS		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Northrop Grumman Corporation Its Divisions and Subsidiaries 2980 Fairview Park Drive Falls Church, VA 22042		INSURER A: New Hampshire Insurance Co. 23841 INSURER B: Insurance Company Of The State Of Pennsylvania 19429 INSURER C: National Union Fire Ins. Co. of Pittsburgh, PA 19445 INSURER D: American Home Assurance Company 19380 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CLE-005902744-14 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL6862492	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/PO/AGG \$ 10,000,000
C	AUTOMOBILE LIABILITY			CA5320364 (AOS)	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
C	<input checked="" type="checkbox"/> ANY AUTO			CA5320365 (MA)	01/01/2020	01/01/2021	BODILY INJURY (Per person) \$
C	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS			CA5320366 (VA)	01/01/2020	01/01/2021	BODILY INJURY (Per accident) \$
C	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA5320367 (AOS) PO Fleet	01/01/2020	01/01/2021	PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> AUTOS ONLY			CA5320368 (MA) PO Fleet	01/01/2020	01/01/2021	\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			28295309	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC020608696 (AOS)	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A	WC020608695 (CA)	01/01/2020	01/01/2021	E.L. EACH ACCIDENT \$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC020608697 (FL)	01/01/2020	01/01/2021	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
A				WC020608702 (SEE ACORD 101)	01/01/2020	01/01/2021	E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	CYBER PROFESSIONAL LIABILITY			016138881	08/01/2019	08/01/2020	LIMITS \$ 15,000,000 SIR \$ 10,000,000

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

CERTIFICATE HOLDER

Remotec
 353 JD Yarnell Parkway
 Clinton, TN 37716

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee



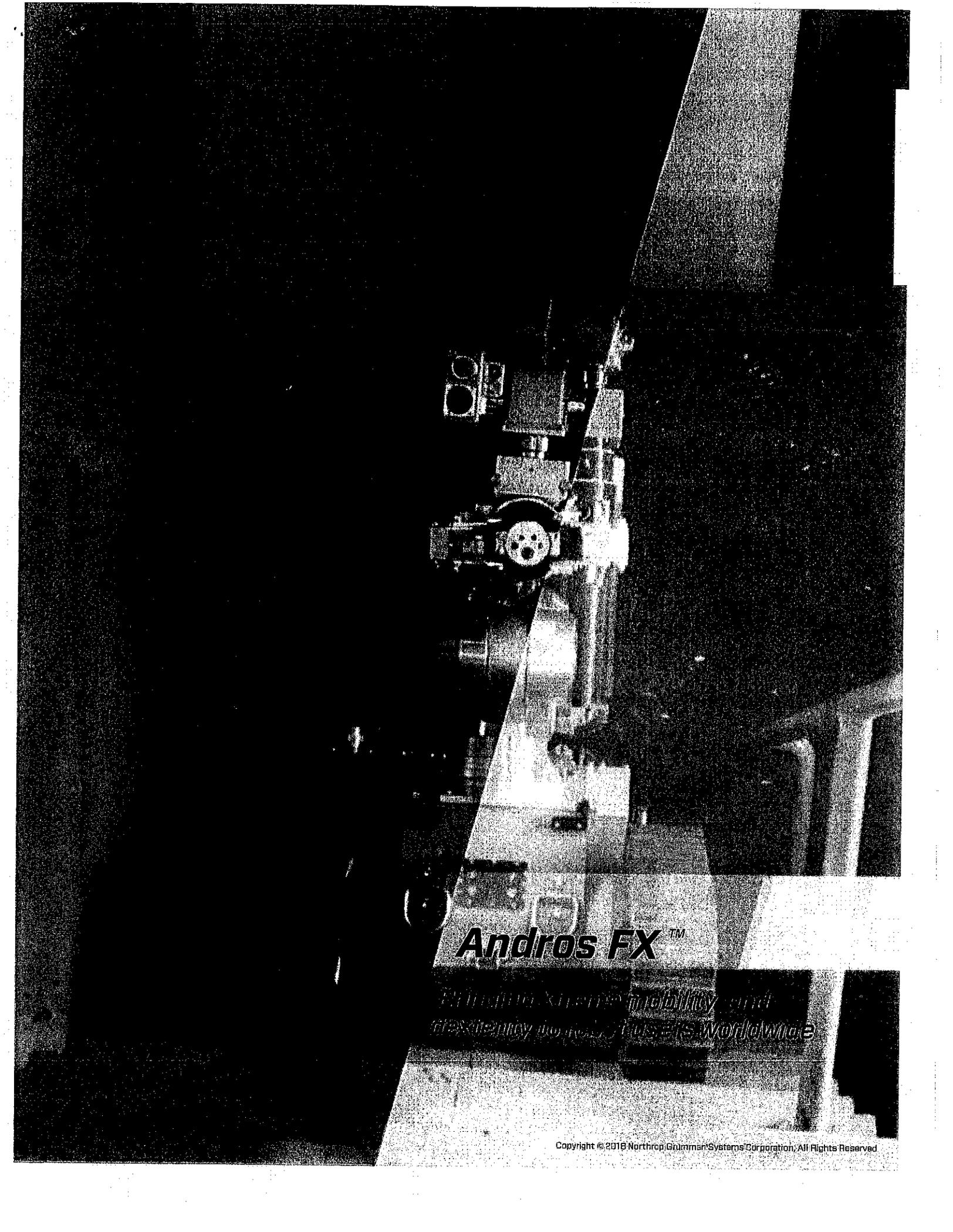
ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Northrop Grumman Corporation Its Divisions and Subsidiaries 2980 Fairview Park Drive Falls Church, VA 22042
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation policy no. WC020608702 covers states MA, MN, ND, NJ, OH, WA, WI, WY.



Andros FX™

*Bringing X-Plane mobility and
flexibility to your business worldwide*

Andros FX™: Designed with the user in mind, Andros FX was created from the ground up based on over 25 years of Remotec unmanned ground vehicle (UGV) experience and on design direction and requirements from our customers. A combination of advanced mobility and high dexterity coupled in one vehicle, the Andros FX provides unmatched capabilities to defeat vehicle-borne improvised explosive devices (IEDs) in addition to many other threats. Andros FX expands the user's ability to complete a wide range of missions faster and with greater confidence, all while maintaining Andros' global reputation for rugged, reliable, easy-to-use vehicles.

Track-Pod Mobility

- Quad track pods provide the mobility needed for the widest range of scenarios - indoors, outdoors and every combination in between
- Each track pod can be controlled individually to level the vehicle on uneven terrain, increasing the flexibility of employment and minimizing concerns about vehicle tip-overs

Nine degrees of Freedom Arm

- Two additional arm rolls provide the ability to access vehicles and maneuver in confined spaces such as parking lots and buildings previously out of reach
- Significantly increased lift capacity of objects and greater dexterity for handling the toughest missions
- New gripper palm camera with lights for faster, more accurate grasping

Improved Menu System

- Nine factory presets plus Nine user-defined presets
- 3-D vehicle images help operators view and visualize the configuration of the arm and articulators
- One or four cameras can be displayed. Single camera mode offers three picture-in-picture camera views that can be moved and resized
- Vehicle tilt and cant positions displayed on the screen help ensure confident maneuvers across any terrain
- Vehicle maintenance information provided via touch screen graphics

Andros FX Key Features

Optional Thermal Camera

Vehicle Maintenance Window

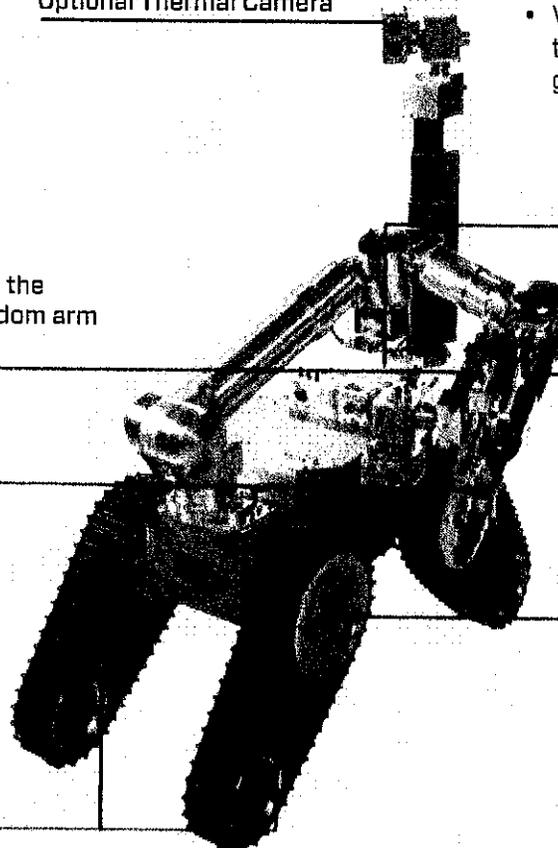
Two additional arm rolls change the standard seven degrees of freedom arm to nine degrees of freedom

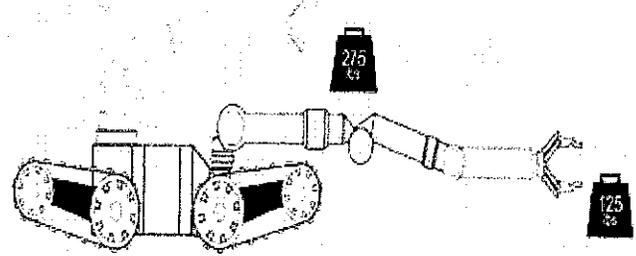
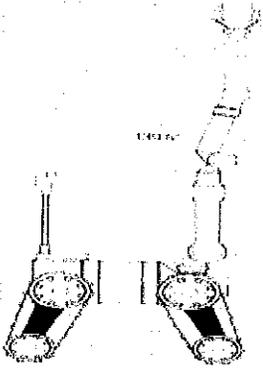
Lifts 125 lbs at full extension/
275 lbs in front of vehicle

Gripper camera and IR proximity sensor

Quad articulating track pods provide superior capability for stair climbing, negotiating obstacles and increasing the reach, yet still turning in small areas for operations in buildings and confined spaces

Manual brake release knob





Dimensions

- Height: 57" (1397 mm)
- Width: 28" (711 mm)
- Length: 43" (1092.2 mm) tracks up

Weight

- 1000 lbs (454 kg)

Mobility

- Articulated tracks with position feedback capable of individual control
- Slope: 45° incline and stairs
- Speed: 0 to 5 mph (0 to 8 kph)
- Traverse: Gap opening up to 27" (685 mm) and Obstacles up to 25" (635 mm)
- Turning: 48" (1219mm)

Manipulator

- Variable Speed Control for precision
- Dual-sided quick change accessory mounting system
- Torso Rotate: +/- 150° w/position feedback
- Shoulder: 224° w/position feedback
- Lower Arm Roll: +/-170° w/position feedback
- Elbow: 225° w/position feedback
- Upper Arm Roll: +/-170° w/position feedback
- Wrist: 215° w/position feedback
- Wrist extend: 6" (152.4 mm)
- Grip rotate: 360° continuous w/feedback
- Gripper: 0" to 8" open/close (0 to 203 mm)
- Gripper Force: 0 to 125 psi (609 kPa)
- Gripper Range estimator 3.9" to 31.5" (10 to 80 cm)

- Lifting: 275 lbs at 18" (61 kg @ 457 mm), 125 lbs at full extension (124 kg)
- Vertical reach: 130.5" (3314.7 mm) with tracks down and arm fully extended
- Horizontal reach: 87" (2209.8 mm) from front of vehicle

Cameras

Surveillance:

- Color camera with IR switching
- 360x zoom
- Extra low light color pan/tilt/zoom with full 360° continuous pan, +/- 90° tilt
- Auto/Manual Focus and Iris
- LED lights with remote switching from white to IR
- Vertical Surveillance Camera Extend: 24" (609 mm)
- Optional Thermal Camera

Arm:

- Fixed Color camera with
- LED light with remote switching from white to IR
- Optional Surveillance Pan/Tilt Camera

Front and Rear Drive:

- Color that changes to B/W in low light conditions with fixed focus
- Sensitive to IR illumination

Gripper Camera:

- B/W low light with fixed focus
- Sensitive to IR illumination

Optional Thermal Camera:

- Mounted in Surveillance Pan/Tilt mast or arm housing
- White or Black Hot polarity with orientation invert or revert

- Array size 320 X 240
- Viewing temperature range -40° C to +80° C
- Spectral Band of 8 - 14 μm

Optional Tool Camera:

- B/W lowlight with fixed focus
- Auto Iris
- Optional laser enhancing lens
- Sensitive to IR illumination

Audio

- 2 Way Audio System with weather-proof speaker and microphone

Electrical

- 6 Isolated firing circuits: 24VDC
- Power supply: 36VDC 58 amp-hr gel-cell battery pack, Battery Charger, 110 or 220 VAC operation
- 1/4 Turn Connectors for easy connect/disconnect
- Data Links: Interchangeable Fiber Optic Cable Reel, RF COFDM/Spread Spectrum System,

Environmental

- Designed to meet IP67
- Sealed, weather resistant enclosure
- Operating temperatures -20° C to +50° C

Other

- 2.5 days of operator/maintenance training in Clinton, TN
- CD-ROM based operator and maintenance manual
- One year limited warranty

**Design features are subject to periodic updates based, in part, on the direction and feedback received from customers. Attachments (such as cameras and sensors) and accessories are subject to customer preferences and periodic updates by Remotec and its suppliers. Those depicted or described herein are representative and may vary at time of sale. Current product specifications are available from a Remotec sales representative.*

City of Paducah

Paducah Police Department Bomb Squad Explosive Ordinance Disposal (EOD) Robot BID NO. 2020-19-032

ADDENDUM NO. 1 – January 22, 2020

This document is to answer questions about the Request for Bids for the Explosive Ordinance Disposal Robot for the Paducah Police Department. When the Addendum conflicts with the original Specifications, this Addendum shall govern.

1. Is there a request for a Wireless system and if so, what are the performance perimeters?
Yes, there will be a need for a wireless system: a touch screen handheld operating unit with on screen graphics and display.
2. What are the performance perimeters for the Fiber Optics (Required Length)?
2000 ft. fiber optics cable.
3. Can training be performed at the manufacturer's location?
Yes, within reasonable distance.
4. What is the desired speed of the robot?
At least up to 5 mph.
5. For the X-Ray Mount, is one required to use the end user's current X-Ray System?
Yes, this is a requirement.
6. For the Disrupter Mount, is one required to use the end user's current Disrupters (PAN)?
Yes, this is a requirement.
7. Is there a requirement to have a Power Hawk System?
Yes, this is a requirement.

8. Is there a requirement to have a BATS Tool Kit with the robot?

Yes, this is a requirement.

9. Is there a requirement to have an additional Pan and Tilt camera on the Arm?

Yes, this is a requirement.

Confirmation

The Bidder acknowledges this addendum and its implications. This addendum must be signed and submitted with the bid offering.

DWilliams

(Signature)



Print Date: 2/12/2020

REV: O

<p style="text-align: center;">QUOTE</p> <p style="text-align: right;">Domestic</p> <p>FROM:</p> <p>Northrop Grumman, Remotec, Inc. 353 JD Yarnell Industrial Parkway Clinton, TN 37716 Attn: Brad Callahan 865-269-1165 Phone: (865) 483-0228 Fax: (865) 483-1426</p> <p>TO: Paducah Police Department Matthew Hopp 1400 Broadway Paducah, KY 42001 904-465-6506</p> <p>mhopp@paduchky.gov</p>	<p>REMOTEC Reference No. 7708</p> <p>Date: 2-9-2020</p> <p>Terms: Net 30 Days</p> <p>Prices are F.O.B. Origin Clinton, TN</p> <p>Delivery: 240 days or less After Acceptance of Order (For Multi-Vehicle Orders Check With Sales Dept.)</p> <p style="text-align: center;">This pricing valid for 90 days.</p>
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ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS FX Vehicle Assembly Includes: - Position Feedback with User Presets - Cameras - Surveillance color camera with white light and IR LED's and Pan / Tilt (Continuous pan) - Gripper palm camera - Front and rear drive cameras - Color arm camera - Accessory Interface Mount (includes adapter and jumper cable) - Vehicle Battery Pack - Tool Kit	2470-0100	1	\$ 238,128	\$ 238,128
	One Operation/Maintenance Manual (CD-ROM) (Included in Item 1)		1		
	Vehicle Battery Charger Assembly (Included in Item 1)	2470-0150-X	1		
	2 1/2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2)	TRAINING-001	1		
	2 1/2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001		Get Separate Quote	

CONTROL SYSTEM OPTIONS

1. Requires item 2 plus at least on Power Option (Item 3 or 4)

2. System requires OCU, Power Option, plus at least one Data Link for operation

2	Operator Control Unit Includes: - Handheld - CPU Module - Breakout Box (includes DC power cable)	2470-8300	1	\$ 18,290	\$ 18,290
		2470-8123			
		2470-8175			
		2470-8160			
POWER OPTIONS - Must choose at least one					
3	Option 1 (DC power only) includes: - 12 volt battery - 12 volt battery charger (must specify plug type if outside US)			\$ 970	\$ -
		E3600-8106			
		CHGR-019			
4	Option 2 (AC power only) includes: - AC Power Box - DC Adapter Cable - AC Cord (must specify plug type in outside the US)	2470-8200-1	1	\$ 2,377	\$ 2,377
5	Option 3 Portable OCU Conversion Kit includes: The pelican case mod for packaging of OCU items into a portable configuration 2 BB2590 batteries 2 single BB2590 chargers	2470-8700	1	\$ 4,776	\$ 4,776
		BATTERY-BB2590			
		CHGR-032			
DATA LINK OPTIONS					
6	Radio Control Assembly (Includes case) (Requires frequencies prior to production) Case for Radio	2470-8440-X	1	\$ 45,582	\$ 45,582
		CASE-024	1		
7	MIMO Wireless Comms System	2470-8440		\$ 34,837	
8	Fiber Optic Cable Reel Assembly (2000 ft.) (Includes case) - Case for Fiber	2470-8360	1	\$ 21,518	\$ 21,518
		CASE-006	1		
9	Spare Spool of Fiber Optic Cable (2000 ft.)	D7040-8325	1	\$ 1,536	\$ 1,536
AUDIO/VIDEO OPTIONS					
10	Camera Pan/Tilt Assembly (Can Be Used On Arm)	2470-5000	1	\$ 14,730	\$ 14,730
11	Camera Sighting Kit Assembly (for Disruptor, Shotgun, Breacher Mounts)	2470-3825	2	\$ 901	\$ 1,802
11	Laser Assembly	2470-3820	3	\$ 345	\$ 1,035
12	Laser Filter Assembly	C7055-3830	2	\$ 885	\$ 1,770
13	Gripper Held Search Camera	B3875-5130	1	\$ 2,332	\$ 2,332
14	Thermal Imager Assembly for P/T Camera	2470-5070	1	\$ 6,865	\$ 6,865
15	High Intensity Light Assembly (includes battery & charger)	2470-3845		\$ 1,585	\$ -
16	23" Touch LED Monitor	MONITOR-15	1	\$ 1,103	\$ 1,103
Sensor Mounts					
17	Neya Sensor Box	MODULE-SENSE-001		\$ 17,623	\$ -
18	CBRN Mount Assy with Interface Cable Assy	2470-3855		\$ 1,301	\$ -
19	Canberra Sensor Mounting Kit	2470-6210		\$ 1,348	\$ -
20	FIDO Sensor Mounting Kit	2470-6220		\$ 1,025	\$ -
21	First Defender Sensor Mounting Kit	2470-6230		\$ 1,025	\$ -
22	MultiRae Pro Sensor Mounting Kit	2470-6250		\$ 1,025	\$ -
23	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	2470-3807	1	\$ 1,760	\$ 1,760

24	Contamination Smear Assembly (For swab sampling)	C7045-7600		\$ 1,102	\$ -
TOOLS					
25	Receiver Grip Assy. (Gripper Block)	B2461-5850	1	\$ 239	\$ 239
26	Dual Pan Disrupter Mount Assembly	2470-5220	1	\$ 1,136	\$ 1,136
27	PAN Disrupter	DISRUPTER-003**	2	\$ 3,843	\$ 7,686
28	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		\$ 6,567	\$ -
29	PAN Disrupter, T3, Titanium	DISRUPTER-005**		\$ 5,040	\$ -
30	PAN Disrupter Electric Breach	BRCH-ELEC-KIT-PAN		\$ 4,108	\$ -
31	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	2470-6130		\$ 1,911	\$ -
32	Shock Tube Initiator, Two Channel	INIT-2CH-FX		\$ 2,237	\$ -
33	Shock Tube Initiator, Four Channel	INIT-4CH-FX	1	\$ 3,175	\$ 3,175
34	37mm and 40 mm Breacher Mount Assembly	E7055-6090	1	\$ 3,604	\$ 3,604
35	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**	1	\$ 5,735	\$ 5,735
36	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		\$ 5,483	\$ -
37	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		\$ 4,516	\$ -
38	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		\$ 4,654	\$ -
39	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		\$ 3,201	\$ -
40	Electric Breach T3 Disrupter	BREACH-ELECT-T3		\$ 3,534	\$ -
41	Striker Mount Assembly	E7055-6095		\$ 3,784	\$ -
42	Striker 12 Shotgun	STRIKER12**		\$ 1,955	\$ -
43	Picatinny Rail Claw Assembly	D7045-2726		\$ 1,728	\$ -
44	Picatinny Rail Cable Cutter Assembly	C7040-7030		\$ 473	\$ -
45	Circular Saw Assembly (Battery included)	7057-7070-1		\$ 2,014	\$ -
46	Reciprocating Saw Assembly (Battery included)	7057-7080-1		\$ 2,014	\$ -
47	Drill Assembly (Battery included)	7057-7040-1	1	\$ 2,332	\$ 2,332
41	Charge Dropper	2470-3830			
42	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS	1	\$ 8,437	\$ 8,437
43	Ideal Mini Gander	MINIGANDER	1	\$ 7,203	\$ 7,203
44	Power Hawk Assembly Includes the following: - Power Hawk Unit - Power Hawk Kit - Case For Power Hawk	2470-7500 POWERHAWK-003 CASE-024	1	\$ 35,722	\$ 35,722
45	Drawbar Package (Does NOT include receiver hitc	7181-7590	1	\$ 827	\$ 827
46	Water Disrupter Deployer Kit	C2461-7585		\$ 2,067	\$ -
47	Receiver Hitch Kit	2470-7580	1	\$ 279	\$ 279
MAINTENANCE					
48	Spare Parts Kit (per robot)	2470-0164		\$ 26,500	\$ -
49	Spare Battery Pack Drawer Assembly	2470-1650	1	\$ 2,085	\$ 2,085

50	Second Year Extended Warranty Contract	MAINTENANCE-006		\$ 7,579	\$ -
51	Third Year Extended Warranty Contract	MAINTENANCE-006		\$ 7,579	\$ -
52	Fourth Year Extended Warranty Contract	MAINTENANCE-007		\$ 9,678	\$ -
53	Fifth Year Extended Warranty Contract	MAINTENANCE-007		\$ 9,678	\$ -
54	Sixth Year Extended Warranty Contract	MAINTENANCE-008		\$ 11,077	\$ -
55	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-009		\$ 38,531	\$ -
Subtotal					\$ 442,064
Subtotal (Total From Misc. Items) (See attachment if greater than 0)					\$ -
PACKAGING & FREIGHT					
56	Customer Pick-up		1		
57	Packaging in Reusable Shipping Crate	CRATE-006		\$ 1,590	\$ -
58	Ship Items	FREIGHT		\$ 1,060	\$ -
Shipping & Handling Subtotal					\$ -
Other charges/discounts					\$ -
TOTAL Sale Price					\$ 442,064

**** This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement.**

(1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.

(2) Additional pricing available upon request for off-site training at customer's facility.

(3) Please see REMOTEC's terms and conditions for details on our 1 year limited warranty.

Extended Service contracts are available. Please see the Extended Service Tab for details of coverage.

(4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached).

Any deviation from these conditions may result in a price increase.

(5) Remotec reserves the right to substitute the latest production part for items purchased. This may be equal or substantially better than the part shown as ordered.

(6) Training included in Robotic unit purchases expire if unused one year from delivery date of the Robotic

(7) Multiunit sales will earn training classes based on the formula of one free class for every five units purchased (rounded up)

NOTE: "Acceptance of order may be delayed while negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

Business-Management Approval 	Contracts Approval 
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A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after delivery (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent delineated hereinabove, but in no event to include computer software.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

D. CANCELLATION/TERMINATION

The Buyer may terminate this order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

I. PAYMENT TERMS

Domestic: Seller's payment terms are Net 30 days based on credit approval.

Seller may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to Seller when, in Seller's opinion, such action warrants. Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum. All goods delivered by Seller shall remain the property of Seller until the Buyer has paid in full for these goods.

On certain vehicle orders, if mutually agreed between Seller and Buyer, Seller may hold completed vehicle(s) or other products in its facility pending training. If Seller holds completed vehicle(s) or other products to facilitate user training, the vehicle(s)/products will be deemed to have been shipped in

place, and Seller will issue an invoice to Buyer for said vehicle(s)/products. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of \$50.00 per month per vehicle, or \$50.00 per month per other end item, and assess late charges in accordance with Domestic terms as stipulated herein.

International: All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller, or secured by a Confirmed Letter of Credit for the full amount of the contract negotiable at Seller Bank's counter. If a Letter of Credit is used, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than \$1,000 US. All draws against the Letter of Credit by Seller shall be made upon written certification by Seller that the contract has been accepted, or that the product has been successfully inspected and is ready for shipment, and no other conditions on the draw shall be required. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

Q. PRODUCT OPERATION

Buyer shall be solely responsible for the proper use of all products, shall comply with all applicable laws and regulations in its operations per Paragraph M above, shall strictly adhere to the instructions in all applicable operation and maintenance manuals, and shall properly train its operators in the safe use of all products.

R. INSURANCE AND INDEMNIFICATION FOR USE

Except in the event that Buyer is a self-insured government organization, Buyer shall maintain appropriate insurance Coverage (general liability and/or aviation, as applicable) with a liability limitation of not less than \$5 million covering Buyer's operation of Seller's products. The Buyer's insurance coverage(s) shall be on a primary and non-contributory basis. Buyer hereby indemnifies Seller from all claims, including third party claims, which arise as a result of the Buyer's use or misuse of the products. This clause shall survive the expiration or termination of this agreement.

S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

RESOLUTION

A RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY, IN SUPPORT OF
POSTPONING THE REQUEST FOR BIDS FOR THE CONSTRUCTION OF A MUNICIPAL
SPORTS AND RECREATIONAL FACILITY TO MARCH OF 2021

WHEREAS, the Board of Commissioners of the City of Paducah, Kentucky,
desires to ensure that a request for bids for the construction of a Municipal Sports and Recreational
Facility is postponed until after March of 2021.

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

SECTION 1. That the City of Paducah supports postponing the request for bids for
the construction of a Municipal Sports and Recreational Facility to March of 2021.

SECTION 2. This Resolution shall be in full force and effect from and after its
adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, _____
\\resoln\Postpone Bid for Sports Facility

Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Approve Franchise Agreement Between City of Paducah and Comcast of the South - **P SPENCER**

Category: Ordinance

Staff Work By: Pam Spencer, James Arndt

Presentation By: Pam Spencer

Background Information: This ordinance is for the renewal of the Cable Television Franchise Agreement with Comcast of the South. The purpose of this Franchise, which has a ten-year term that would be effective March 1, 2020, is to grant a non-exclusive franchise to Comcast to continue to operate and maintain a cable television system within the City. The City issued a request for proposals for a Cable Television Franchise in January with a deadline of February 6, 2020. Comcast submitted the only proposal.

The previous contract officially expired in November 2016 with the City and Comcast operating under monthly contract extensions since then. The City and Comcast have been in negotiations to renew the franchise agreement prior to the expiration. The process took longer than expected due to both sides waiting for a ruling from the Kentucky Supreme Court regarding the telecommunications tax and franchise fees. Also, a recent Order adopted by the Federal Communications Commission resulted in the need for additional language.

The Franchise Agreement includes the following requirements: 1) Comcast must operate and maintain a system providing a minimum of 120 channels; 2) a ten-year franchise term; 3) requires Comcast to provide three channels available for local public, educational and governmental (PEG) programming; 4) requires Comcast to provide a subscriber drop and free monthly cable service to specified public and educational institutions; 5) requires Comcast to collect 0.90% of gross revenues to support PEG access; and 6) requires Comcast to provide a video fiber transport network connecting public facilities to Comcast's head end facility to redistribute PEG programming over the subscriber network.

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: Approve Franchise Agreement Between City of Paducah and Comcast

Attachments:

1. Ordinance
2. Renewal-Franchise-Summary-Grogan-prepared
3. Renewal-Franchise-with-Comcast-final-Grogan

ORDINANCE 2020-____-_____

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO COMCAST OF THE SOUTH TO OPERATE AND MAINTAIN A CABLE SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF PADUCAH, KENTUCKY, PURSUANT TO THE TERMS AND PROVISIONS OF THE PADUCAH ORDINANCE FOR REGULATION OF CABLE COMMUNICATIONS, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND COMCAST OF THE SOUTH

WHEREAS, Comcast filed a request with the City to activate the formal process for renewing its Cable Television Franchise Agreement (“Franchise”) pursuant to 47 U.S.C. §546(a)-(g); and

WHEREAS, the City commenced a proceeding to identify the future cable-related community needs and interests and to review the performance of Comcast under its existing Franchise; and

WHEREAS, the City of Paducah issued a request for proposals for a Cable Television Franchise in January 2020 with a deadline of February 6, 2020; and

WHEREAS, Comcast of the South submitted the only proposal; and

WHEREAS, the purpose of this Franchise is to grant a non-exclusive franchise to Comcast to continue to operate and maintain a cable television system within the City of Paducah.

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

SECTION 1. The Mayor is hereby authorized, by and on behalf of the City, to execute the Franchise Agreement between the City of Paducah, Kentucky, and Comcast of the South dated January 2, 2020.

SECTION 2. There is hereby granted by the City of Paducah, Kentucky, to Comcast of the South the right and privilege to construct, operate, maintain, and extend a Cable System to all places within the City in accordance with the provisions set forth in the Franchise Agreement.

SECTION 3. Franchisee shall assume the reasonable publication costs as shall be presented to the Franchisee by the City Clerk after acceptance of this Franchise by the City and appropriate publication has occurred.

SECTION 4. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 5. 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, February 11, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\franchise cable 2020

RENEWAL FRANCHISE WITH COMCAST OF THE SOUTH

City of Paducah, Kentucky

Section	Description
Term	10 year term – the effective date is March 1, 2020.
“Wireline MVPD” definition	Wireline MVPD is new defined term in the renewal franchise and is used in the updated version of the level playing field section of the renewal franchise.
Complimentary Services	<p>The language in this section includes additional locations to receive complimentary cable service.</p> <p>On or about April 1, 2020, Comcast will provide the City with a price list that has the costs to provide service at each location listed in the renewal franchise. The City will then have 120 days to designate the level of service to be provided by Comcast at each location. This change was necessitated by a recent Order adopted by the Federal Communications Commission (FCC). Language has also been included in the renewal franchise to require that Comcast provide complimentary service if the FCC order is stayed or reversed on appeal.</p>
Special Testing	The City may request that Comcast perform special testing in response to a pattern of customer complaints regarding signal quality.
PEG Fee	<p>The 2006 franchise required that Comcast collect and remit to the City a 25¢ per subscriber, per month PEG Fee.</p> <p>The renewal franchise obligates Comcast to collect and remit to the City 0.9% of gross revenues to support PEG access programming. The payment continues to be due 45 days after the close of each calendar quarter.</p>
	The 2006 franchise obligated the City to match dollar for dollar Comcast’s annual PEG Fee in support of PEG assess programming. This obligation has been removed from the renewal franchise and now requires that the City spend the PEG Fees to fund PEG expenditures in accordance with Applicable Law.
PEG Fiber Transport	<p>The 2006 franchise obligated Comcast to provide an institutional network (I-Net).</p> <p>In the renewal franchise the I-Net obligation was replaced with the obligation that Comcast provide a fiber transport for PEG programming from specific City locations to Comcast’s head end and then distributed to the subscriber network.</p>

Section	Description
Emergency Alert Capability	This provision was updated to include compliance with applicable laws, including the Kentucky Emergency Management (KYEM) requirements.
Franchise Fees	Comcast will continue to submit a franchise fee in the amount of 5% of its gross revenues to the City on a quarterly basis, due 45 days after the close of each calendar quarter.
Electronic Programming Guide	Comcast will allow City to make arrangements with the channel guide vendor to make detailed PEG programming listings available on the guide. The City will be responsible for providing the information to the vendor and all costs of the guide service.
Video on Demand	To accommodate PEG programming in HD, Comcast will provide 25 hours of SD or HD access programming or a combination of both as supplied by the City to Comcast.

CABLE TELEVISION FRANCHISE AGREEMENT

FOR THE

CITY OF PADUCAH, KENTUCKY

AND

COMCAST OF THE SOUTH

January 2, 2020

TABLE OF CONTENTS

	PAGE
Section 1. Short Title	1
Section 2. Definitions	1
Section 3. Grant of Authority.....	2
Section 4. Reservation of Authority.....	2
Section 5. Compliance with Applicable Laws and Ordinances.....	2
Section 6. Provision of Service	3
Section 7. Insurance, Bonds and Indemnification.....	4
Section 8. System Design: Minimum Channel Capacity	5
Section 9. Interruption of Service	5
Section 10. Emergency Alert Capability	5
Section 11. Technical Standards	5
Section 12. Special Testing.....	6
Section 13. Access Facilities	6
Section 14. Other Business Licenses.....	6
Section 15. Franchise Fees	6
Section 16. Reports	7
Section 17. Customer Service	7
Section 18. Conflicts	7
Section 19. Publication Costs	7
Section 20. Notices.....	7
Section 21. Miscellaneous Provisions	8
Section 22. Term of Agreement.....	8
Section 23. Force Majeure	8
Section 24. Entire Agreement	8

Section 25. No Third Party Beneficiaries8
Section 26. No Waiver of Rights9
Section 27. Renewal of Franchise9
Section 28. Enforcement and Termination of Franchise9
Section 29. Transfer of the Franchise.....10
Attachment A Description of System..... A-1
Attachment B PEG Fiber TransportB-1
Attachment C Access ChannelsC-1

FRANCHISE AGREEMENT

THIS AGREEMENT, with an effective date of March 1, 2020, is between the City of Paducah, Kentucky, a municipal corporation of the Commonwealth of Kentucky (“City”), and Comcast of the South (“Comcast”).

WHEREAS, Comcast filed a request with the City to activate the formal process for renewing its Cable Television Franchise Agreement (“Franchise”) pursuant to 47 U.S.C. § 546(a)-(g);

WHEREAS, the City commenced a proceeding to identify the future cable-related community needs and interests and to review the performance of Comcast under its existing Franchise;

WHEREAS, during the course of the formal proceeding the City and Comcast agreed to revert to the informal process pursuant to 47 U.S.C. § 546(h) and enter into franchise renewal negotiations;

WHEREAS, the Paducah Board of Commissioners, approved the terms of the renewed Franchise expressed herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein it is agreed as follows:

Section 1. Short Title. This agreement may be referred to and cited as the “Franchise Agreement” or “Franchise.”

Section 2. Definitions. Except as provided below, the terms, phrases, words, and their derivations used in this Franchise shall have the meaning given in the City’s Cable Ordinance. If not defined therein, the term shall have the meaning defined in the Cable Act, and if not defined therein, such undefined term shall be construed to reflect common usage as would apply, especially in the cable television industry where applicable:

(a) “Cable Act” is Title VI of the Communications Act of 1934, as amended from time to time, 47 U.S.C. § 521 et. seq.

(b) “Cable Ordinance” is Chapter 22 Cable Communications of the City’s Code of Ordinances.

(c) “Franchisee” is Comcast of the South, or its lawful successor, transferee or assignee.

(d) “Wireline MVPD” is a multichannel video programming distributor that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of video programming in the City.

Section 3. Grant of Authority.

(a) There is hereby granted by the City to the Franchisee the right and privilege to construct, operate, maintain, and extend a Cable System to all places within the City in accordance with the provisions herein. The rights granted hereunder shall be non-exclusive and shall not be transferred or assigned without the prior approval of the City as provided for in Section 29, herein.

(b) The Franchisee shall have the right to use and occupy Streets and Public Ways and Utility Easements for the purpose of installing and maintaining its wires, cables, and associated equipment in or on poles, by direct burial, or in underground conduits as necessary for the operation of the Cable System to provide Cable Service. This authority, however, does not obviate the need for obtaining permits from the City for construction involving the disturbance of Streets and for compliance with all City regulations and requirements relative to construction and operation of facilities in the Public Ways. The Cable System constructed and maintained by Franchisee or its agents shall not interfere with other uses of Streets. Nothing in this Franchise shall be construed to prohibit the Franchisee from providing services other than Cable Services as permitted by Applicable Law. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any regulatory right of the City.

Section 4. Reservation of Authority. The Franchisee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, in the event of a conflict between A) the lawful provisions of the City Code or applicable regulations of the City and B) this Franchise, the express provisions of this Franchise shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of City, except in the lawful exercise of City's police power. Franchisee acknowledges that the City may modify its City Code and regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Franchisee agrees to comply with such lawful modifications to the City Code; however, Franchisee reserves all rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Streets.

Section 5. Compliance with Applicable Laws and Ordinances.

(a) The Franchisee voluntarily makes the following express representations:

(1) Franchisee has examined all provisions of the Cable Ordinance and accepts and agrees to all the provisions of the Cable Ordinance as of the date of this Franchise's enactment, unless otherwise provided for herein.

(b) Notwithstanding any provision to the contrary, if a non-wireless facility based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers “Cable Service” or its functional equivalent (including, but not limited to, Video Programming under 47 U.S.C. § 571(a)(3) or § 573) within the Franchise Area (“new Wireline MVPD”) with or without a Franchise or other similar lawful authorization granted by the City, and the City has the legal authority to mandate that new Wireline MVPD obtain a franchise or other similar lawful authorization from the City, then the City shall permit the Franchisee to construct and/or operate its Cable System and provide multi-channel video programming or its equivalent to Subscribers in the City under equivalent material terms and conditions when considered as a whole, as applicable to the new Wireline MVPD. “Material terms and conditions” include, but are not limited to: Franchise Fees and Annual Gross Revenues definition; the number of Public, Education and Government Access Channels and the transportation of those PEG Channels to the headend and the PEG Fee; customer service standards; and proportionate courtesy Cable Services. Within ninety (90) days after the Franchisee submits a written request to the City, the Franchisee and the City shall, following good faith negotiations and mutual agreement, enter into an agreement or other appropriate authorization (if necessary) containing the equivalent Material terms and conditions as are applicable to the new Wireline MPVD. If the parties are unable to reach agreement, following good faith negotiations, either party may seek review in a court of competent jurisdiction. Nothing herein shall in any way limit or reduce Franchisee’s right to provide Cable Service in the City under Applicable Laws, nor the City’s right to regulate Franchisee’s provision of Cable Service in the City under Applicable Laws. The provisions of this Section 5(b) shall apply to any wireline facility owned or operated by the City.

Section 6. Provision of Service.

(a) The Franchisee shall extend Cable Service to all residents within the City in accordance with the following standards.

(1) General Service Obligation. The Franchisee shall provide Cable Service to every residential dwelling unit within the Franchise Area reaching the minimum density of at least twenty (20) dwelling units per mile measured from the nearest technically feasible point of connection to Franchisee’s existing distribution cable. The Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty (150) feet of the Franchisee’s existing distribution cable.

(2) The Franchisee may elect to provide Cable Service to areas not meeting the above density and distance standards. In so doing, the Franchisee may impose an additional charge in excess of its Standard Installation charge for any service installation requiring a Drop in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation which exceeds the one hundred fifty (150) foot standard set forth above. In the event of annexation into the Franchise Area, the Franchisee is not obligated to provide service to the area unless it meets

the twenty (20) dwelling units per mile measured from the nearest technically feasible point of connection to Franchisee's existing distribution cable.

(b) Franchisee shall maintain the existing installations consisting of one (1) Drop and one (1) outlet at City Hall, the McCracken County Public Library, each fire and police station, the public works facility and floodwall maintenance shop, the parks department and Paducah-McCracken County Senior Center, the information technology/911 facility, the Paducah Recreation Center and each public and private accredited K-12 school within the City including the Board of Education. Any charge for relocation of such installation shall be charged at Franchisee's current rate for such work. Additional installations at the same location shall be made by Franchisee only upon request of the City and at Franchisee's current rate for such work.

(1) No sooner than thirty (30) days of the effective date of this Franchise, the Franchisee may provide the City with a price list for the purchase of Cable Services and equipment at the locations listed in Section 6(b) above. The City shall have up to one hundred and twenty (120) days within which to designate the level of Cable Service to be provided at each location. The total charge for the Cable Service requested and necessary equipment shall be invoiced to the City as elected by the City. Franchisee agrees that charges for Cable Service imposed upon the City shall be set at rates no more burdensome nor less favorable than those charged by Franchisee to its cable customers within the Franchise Area.

(2) In the event the FCC's Third 621 Order is stayed or is finally reversed on appeal as to the issue of complimentary Cable Services constituting Franchise Fees, the City may request, and Franchisee shall provide, at no cost, Basic Cable Service be provided at the locations listed in Section 6(b) above. However, in no event shall Franchisee be obligated to provide such complimentary Basic Cable Service to more than twenty (20) locations in the City.

(c) To the extent prohibited by Applicable Law, no complimentary service obligations shall be enforceable if it would cause the Franchisee or the receiving entity to violate e-rate gift prohibitions or similar restrictions.

(d) Unless otherwise preempted by Applicable Law, Subscriber rates may be set and modified pursuant to Sec. 22-71 of the Cable Ordinance. The City reserves the right to implement rate regulation and prescribe procedures for establishing and modifying rates when, and to the extent, permitted by federal law and/or FCC rules.

Section 7. Insurance, Bonds and Indemnification.

(a) The insurance, performance bond and indemnification obligations as specified in Sec. 22-46 of the Cable Ordinance shall apply. Franchisee shall continue to comply with Section 22-46 of the Cable Ordinance. Upon the effective date of this Franchise, nothing in this Section 7 shall require Franchisee to refile documentation with

the City so long as Franchisee is currently in compliance with Section 22-46 of the Cable Ordinance. Notwithstanding the foregoing, the Franchisee shall not be obligated to indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City or for the City's use of the PEG Channels.

Section 8. System Design: Minimum Channel Capacity.

(a) Franchisee shall develop, construct, operate, and maintain for the term of this Franchise, a System providing a minimum of one hundred twenty (120) Channels of programming consistent with the specifications attached hereto as Exhibit A.

(b) The System is a hybrid fiber-coaxial architecture. In addition, the System will be designed with the capability to transmit return signals upstream in spectrum to be determined by Franchisee.

(c) All programming decisions shall be made by Franchisee in accordance with applicable law, provided that Franchisee notifies City and Subscribers in writing thirty (30) days prior to any Channel deletions or realignments, and further subject to Franchisee's signal carriage obligations pursuant to 47 U.S.C. § 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545. Location and relocation of the PEG Access Channels shall be governed by Attachment C attached hereto. Such written notices may be delivered electronically.

Section 9. Interruption of Service. Franchisee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.

Section 10. Emergency Alert Capability. At all times during the term of this Franchise, Franchisee shall provide and maintain an Emergency Alert System (EAS) consistent with Applicable Laws including 47 C.F.R., Part 11, as may be amended or modified from time to time, and the Kentucky Emergency Management (KYEM) requirements. The City may identify authorized emergency officials for activating the EAS consistent with the KYEM requirements. The City may also develop a local plan containing methods of EAS message distribution, subject to applicable laws and the KYEM requirements. Nothing in this section is intended to expand Franchisee's obligations beyond that which is required by the KYEM requirements and Applicable Law.

Section 11. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations. To the extent those standards are altered, modified or amended during the term of this Franchise, the Franchisee shall comply with such alterations, modifications or amendments within a reasonable period after their adoption by the FCC. In addition, Franchisee is subject to the technical standards outlined in Attachment A, attached hereto.

Section 12. Special Testing. Pursuant to the FCC's Report & Order in *In re Cable Television Technical and Operational Standards* issued September 25, 2017, the City may request testing of compliance with signal quality standards in response to a pattern of customer complaints regarding signal quality. If such special testing establishes that the System meets all required FCC technical standards, the City shall bear its expense for such special testing. If such special testing establishes that the System does not meet all required FCC technical standards, Franchisee shall bear the City's expense for such special testing.

Section 13. Access Facilities.

(a) The Franchisee shall provide Access Channels and Services pursuant to the requirements of Attachment C hereto. No later than sixty (60) days after the effective date of this Franchise, Franchisee shall collect on behalf of City a per Subscriber fee of Nine Tenths percent (.90%) of Annual Gross Revenues to support PEG access in the City pursuant to federal law (hereinafter "PEG Fee"). The payment of PEG Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter in the same manner as Franchise Fee payments are remitted pursuant to Section 15 herein. The PEG Fee may be reduced based upon mutual agreement of the parties. Consistent with Section 21(d) of this Franchise, in the event the imposition of a PEG Fee is determined to be unenforceable under Applicable Law or is otherwise declared invalid by any court, agency, commission, legislative body, or other authority of competent jurisdiction the PEG Fee shall no longer be enforceable under this Franchise absent a subsequent change in Applicable Law.

(b) The PEG Fee may be used by City to fund PEG expenditures in accordance with Applicable Law.

(c) The PEG Fee may be categorized, itemized and passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other Applicable Laws. Franchisee shall pay the PEG Fee to the City on a quarterly basis. Any PEG Fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the date the payment is due shall be delinquent and shall thereafter accrue interest compounded at the Wall Street Journal Prime rate plus two percent (2%).

(d) Franchisee shall provide PEG Fiber Transport as described in Exhibit B.

(e) Franchisee shall not be obligated to comply with Section 22-39(c) of the Ordinance.

Section 14. Other Business Licenses. This Franchise authorizes only the operation of a Cable System as provided for herein, and does not take the place of any other generally applicable franchise, license, or permit which might be required of the Franchisee by law.

Section 15. Franchise Fees.

(a) Franchisee shall pay City a Franchise Fee in an amount equal to five percent (5%) of Annual Gross Revenues derived by the Franchisee from the operation of the Cable System in the Franchise Area to provide Cable Services. The payment of

Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Franchisee showing the basis for the computation of the Franchise Fees paid during that period. Any Franchise fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the date the payment is due shall be delinquent and shall thereafter accrue interest compounded at the Wall Street Journal Prime rate plus two percent (2%). The City shall have the right to audit Franchisee's Franchise Fee payments in accordance with the Cable Ordinance at Section 22-72.

(b) Nothing in this Franchise shall in any way be construed to prohibit the City from collecting any generally applicable fees, taxes or assessments as may be permitted by Applicable Laws.

Section 16. Reports. Within ninety (90) days of the end of its fiscal year and only in response to a written request by the City, the Franchisee shall file with the City the reports required by Sec. 22-45 of the Cable Ordinance.

Section 17. Customer Service. The Franchisee shall provide customer service consistent with the provisions of Article IV – Customer Protection and Service Standards of the Cable Ordinance.

Section 18. Conflicts. In the event of a conflict between this Franchise and the Cable Ordinance, the Franchise shall prevail and control.

Section 19. Publication Costs. Franchisee shall assume the reasonable publication costs as shall be presented to the Franchisee by the City Clerk after acceptance of this Franchise by the City and appropriate publication has occurred.

Section 20. Notices. All formal notices under this Franchise shall be delivered by hand, U.S. mail (certified or registered), or any courier service that verifies the date of delivery and shall be considered given upon the date of receipt. Notices shall be sent to the City and Franchisee as follows:

City: Attention: City Manager
300 South Fifth Street
Paducah, Kentucky 42003

Franchisee: Comcast Cable, Heartland Region
Attention: Vice President of Government & Regulatory
Affairs
41112 Concept Drive
Plymouth, MI 48170

with a nonbinding
courtesy copy to: Comcast Cable
Attention: Government Affairs Department
600 Galleria Parkway, Suite 1100
Atlanta, GA 30339

and Comcast Cable
Government Affairs Department
1701 JFK Blvd., 49th Floor
Philadelphia, PA 19103

Section 21. Miscellaneous Provisions.

(a) Whenever this Franchise shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence.

(b) This Franchise may not be amended except by written instrument agreed to and executed by both parties hereto.

(c) This Franchise shall be deemed to be executed in the County of McCracken, Commonwealth of Kentucky, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the Commonwealth of Kentucky, as applicable to contracts entered into and performed entirely within the Commonwealth.

(d) If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 22. Term of Agreement. The term of this Franchise shall be ten (10) years, beginning on March 1, 2020, unless renewed, revoked, or terminated sooner as herein provided.

Section 23. Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise or the Cable Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado, wild fire or other catastrophic act of nature, failure of utility service (through no fault of Franchisee) necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control.

Section 24. Entire Agreement. This Franchise, including all Attachments, embodies the entire understanding and agreement of the City and the Franchisee, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 25. No Third Party Beneficiaries. Nothing in this Franchise or any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

Section 26. No Waiver of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, the Franchisee may have under federal or state law unless such waiver is expressly stated herein.

Section 27. Renewal of Franchise. The renewal of this Franchise shall be governed by and comply with the provisions of 47 U.S.C. § 546 of the Cable Act, as amended.

Section 28. Enforcement and Termination of Franchise.

(a) Notice of Violation or Default. In the event the City believes that the Franchisee has not complied with the material terms of this Franchise, it shall notify the Franchisee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

(b) Franchisee's Right to Cure or Respond. The Franchisee shall have thirty (30) days from the receipt of the City's notice described in Section 28(a), above: (i) to respond to the City, contesting the assertion of noncompliance or default, or (ii) to cure such default, or in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

(c) Public Hearings. In the event the Franchisee fails to respond to the City's notice described in Section 28(a), above, or in the event that the alleged default is not remedied within thirty (30) days or such longer time period as may be mutually agreed upon by City and Franchisee, pursuant to Section 28(b), above, the City shall schedule a public hearing regarding the default. Such public hearing shall be held at the next regularly scheduled meeting of the City that is scheduled at a time, which is no less than ten (10) business days therefrom. The City shall notify the Franchisee in writing of the time and place of such meeting and provide the Franchisee with a reasonable opportunity to be heard.

(d) Enforcement. Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Franchisee is in default of any provision of the Franchise, the City may:

(1) draw from the performance bond required by Section 22-46 of the Cable Ordinance;

(2) seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or

(3) in the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked in accordance with the following:

(i) The City shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of noncompliance by the Franchisee, including one (1) or more instances of substantial

noncompliance with a material provision of this Franchise Agreement. The notice shall set forth with specificity the exact nature of the noncompliance. The Franchisee shall have thirty (30) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Franchisee, it may then seek termination of this Franchise Agreement at a public hearing. The City shall cause to be served upon the Franchisee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Franchisee an opportunity to state its position on the matter, present evidence, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Franchisee in the manner set forth in Section 20, herein. The Franchisee may appeal such determination to an appropriate court. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the City.

(iii) The City may, at its sole discretion, take any lawful action that it deems appropriate to enforce its rights under the Franchise in lieu of revocation.

Section 29. Transfer of the Franchise. Notwithstanding anything to the contrary in the Cable Ordinance or this Franchise, neither the Franchisee nor any other Person may transfer the Cable System or this Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Franchisee defined as an acquisition of fifty-one (51) percent or greater ownership interest in Franchisee shall take place without the prior written consent of the City. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in this Franchise or the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. The City shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of information it requires, if any, to determine the legal, financial, and technical qualifications of the transferee. So long as required by applicable FCC regulations, if the City has not taken action on the Franchisee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as follows:

ATTACHMENT A
DESCRIPTION OF SYSTEM

1. System. The Cable System shall be designed, constructed, routinely inspected, and maintained to guaranty the Cable System meets or exceeds the requirements of the most current additions of the National Electrical Code (NFPA 70) and the National Electrical Safety Code (ANSI C2).
2. General Requirements. Franchisee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.
3. Technical Specifications. The System shall meet or exceed FCC requirements. The System shall be designed such that no noticeable degradation in signal quality attributable to the System will appear at the Subscriber terminal.

ATTACHMENT B
PEG FIBER TRANSPORT

PEG Fiber Transport.

1. The Franchisee shall continue to provide, at no charge or reimbursement of Franchisee's costs, during the term of the Franchise, the transmission of the PEG origination locations via the bi-directional facility that connects the locations listed in paragraph 2 below to the Franchisee's head end facility that exists as of the effective date of this Franchise ("Video Fiber Transport Network").

2. The Video Fiber Transport Network shall serve all of the PEG origination locations listed below.

West KY Community and Technical College	Main Campus 4810 Alben Barkley Drive
West KY Community and Technical College	Technical Campus 4810 Alben Barkley Drive
McCracken County Courthouse	300 South 7 th Street
Paducah City Hall	300 South 5 th Street
McCracken County Public Library	555 Washington Street

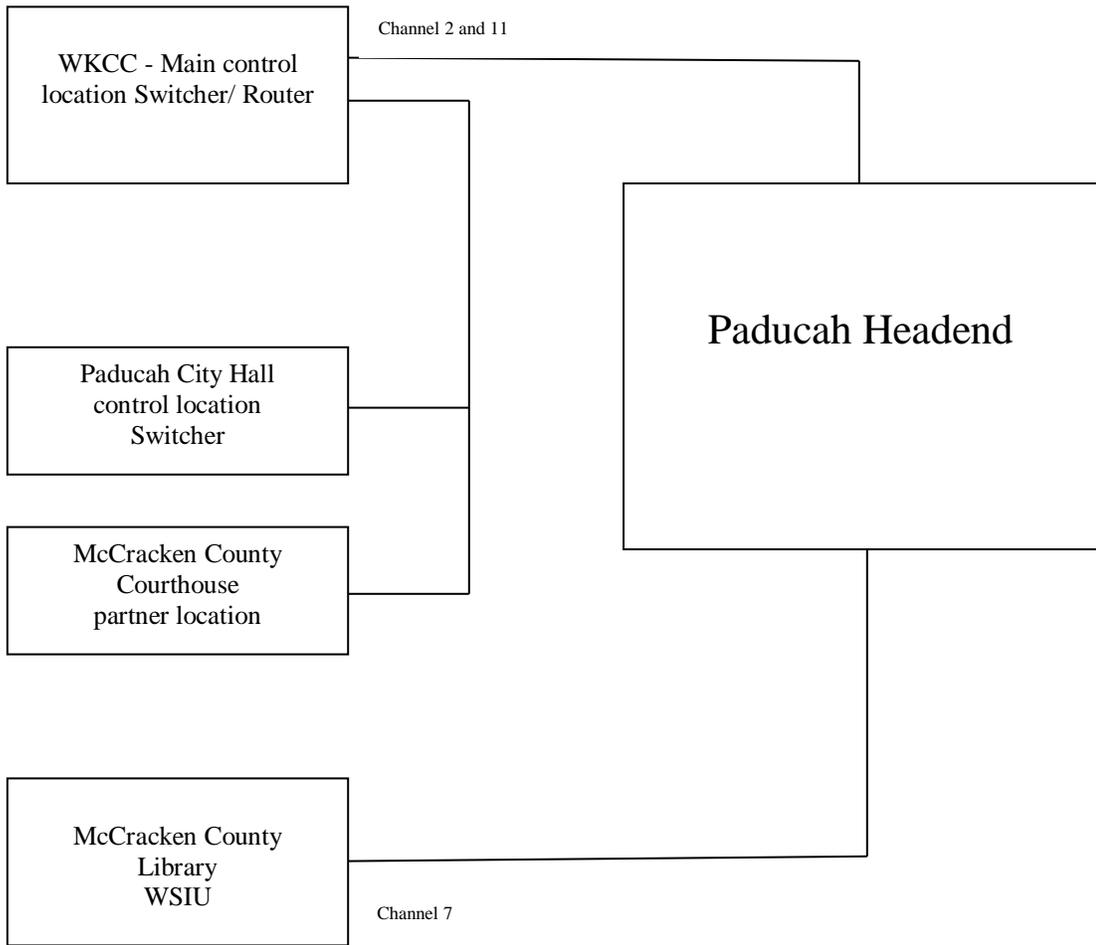
3. Transport equipment for the purpose of inserting Video Programming on the Video Fiber Transport Network, to the extent not already installed as of the effective date of this Franchise, shall be the responsibility of the Franchisee. Franchisee shall purchase and install the transmitters/encoders and receivers needed at the locations in paragraph 2 above, if needed. Maintenance costs of the PEG transport network ("Transport Maintenance") will be at the City's expense. Franchisee will provide the City with prior notice of the anticipated costs of the Transport Maintenance at the time such maintenance is suggested by the Franchisee or requested by the City, and Franchisee shall invoice the City for such costs upon completion of the work.

4. All other PEG production equipment and transmitting equipment (on City's side of the demarcation point) shall be the responsibility of the City to purchase, install and maintain.

5. The Video Fiber Transport Network shall be capable of carrying Video Programming inserted at the locations in paragraph 2, above, upstream to the headend for redistribution over the Subscriber network.

6. The Franchisee will be given up to six (6) months from execution of this Franchise Agreement to construct and implement the Video Fiber Transport Network.

PEG Fiber Transport Diagram



ATTACHMENT C
ACCESS CHANNELS

I. GENERAL

A. The Franchisee shall provide Access Channels sufficient to meet community needs during the term of the Franchise as provided for herein.

B. Access Channel operations must conform to the following minimum requirements:

1. Access Channels shall be carried on the Franchisee's lowest priced Cable Service offering in accordance with Section 611 of the Cable Act.

2. Subject to Section II.A.2 below, the Franchisee shall have no control over the content of any programming carried on Access Channels. The Authority may select a non-profit corporation or other entity to manage the Access Channels consistent with the requirements of the Cable Ordinance, this Franchise, and Applicable Law.

3. Upon the effective date of this Franchise and the subsequent acceptance of this Franchise, the Franchisee agrees to continue to provide three (3) Access Channels.

4. All programming transmitted over the Access Channels shall be non-commercial in nature. Program material to be distributed on Access Channels shall contain no advertising or commercial content. Franchisee and City agree that City or the producer or distributor of such programming may include acknowledgments for Persons, which sponsor or underwrite access programming in a manner substantially similar to the sponsorship information provided on the Public Broadcasting System (PBS).

C. Access Channels shall be operated in conformity with the provisions of this Franchise and the Cable Ordinance.

D. An Access user, whether an individual, educational or governmental user, or any other lawful entity, acquires no property or other interest by virtue of the use of a Channel so designated, and may not rely on the continued use of a particular Channel number, no matter how long the same Channel may have been designated for such use. Franchisee, however, shall not relocate any Access Channel to a different Channel number without first giving thirty (30) days advanced written notice to the City. The Franchisee shall endeavor to provide as much advance notice as possible to City for any Access Channel relocation.

E. In the event any Access Channel(s) is relocated, Franchisee shall reimburse City up to Three Thousand and No/100 Dollars (\$3,000.00) for all reasonable actual costs associated with such a move including change of letterhead, promotion of the new

Channel location and promotional spots for the new location and inform Subscribers of the new Channel location through bill inserts and newspaper advertisements.

F. Franchisee shall provide the Access Channels as part of the Cable Service provided to any Subscriber, at no additional charge to the City, access users or Subscribers other than the permitted basic services fee under applicable law so that the Access Channels are viewable by the Subscriber without the need for additional equipment beyond that required to receive the lowest priced Cable Service offering.

G. To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital Channel guide, Franchisee will allow City to make arrangements with the Channel guide vendor to make detailed programming listings available on the guide. The City will be solely responsible for providing the program information to the vendor in the format and timing required by the vendor and shall bear all costs of this guide service.

H. The Franchisee shall make a reasonable effort to group Access Channels with like Channels in the lowest cost SD and HD tier, and will be located in reasonable proximity to broadcast channels and other basic mainstream cable/satellite Channels.

I. The Franchisee shall maintain all existing upstream and downstream Access Channels and connections at the same level of technical quality and reliability required by this Franchise and all other Applicable Laws. Franchisee, in accordance with Applicable Law, shall provide routine maintenance and shall repair and replace all transmission equipment, including transmitters/receivers, associated cable and equipment in use upon the effective date of this Franchise, necessary to carry a quality Access Channel signal to and from a designated demarcation point between the City and Franchisee as set forth in Attachment B.

J. In the event Franchisee makes any change in the Cable System and related equipment and facilities or in Franchisee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access Channels or Access programming or requires City to obtain new equipment in order to be compatible with such change for purposes of transport of and delivery of any Access Channels (SD or HD), Franchisee shall, at its own expense and free of charge to City, take necessary technical steps or provide necessary technical assistance and training of City's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change.

K. Unused Access Channel capacity may be utilized by Franchisee. Because blank or underutilized Access Channels are not in the public interest, in the event the City or other Access Channel user elects not to fully program its Channel(s), the Franchisee may program unused time on such Channels subject to reclamation by the City upon no less than sixty (60) days' notice.

L. The Franchisee shall not be obligated to indemnify the City for any damages, liability or claims resulting from the willful misconduct or gross negligence of the City for the City's use of any PEG Access Channels.

M. The City will obtain from any non-governmental Access Channel programmer or user a written statement indemnifying Franchisee and the City from all claims regarding that party's programming or use of Access Channels.

N. Indemnification. The Franchisee shall not be required to indemnify City for any liability, loss or damage due to violation of the intellectual property rights of third parties or arising out of the content of programming shown on any PEG channel and from claims arising out of the City's rules for or administration of the PEG Access Channels.

II. ACCESS CHANNELS

A. Public Access Channel

1. The Franchisee shall provide capacity on one (1) Channel for public access purposes originating at West Kentucky Community & Technical College located at 4810 Alben Barkley Dr.

2. The City shall provide access to such capacity on a first-come-first served, non-discriminatory basis. The City, however, may reserve the right to limit the amount of time granted any one party in order to ensure that all users have access opportunity. Use limitations may be imposed only in those situations where demand exceeds availability.

3. The Franchisee shall not exercise any control over program content with the following exceptions:

(a) A participant in public access cablecasting may not present any advertisement of, or information concerning any lottery, gift, enterprise or similar scheme, offering change, or any list of prizes. This prohibition does not apply to advertisement of, or information concerning state-conducted lotteries where the transmission is permitted by federal statute or FCC rules and regulations.

(b) A participant in public access cablecasting may not present obscene material.

(1) Franchise shall not exercise editorial control over any use of Access Channel capacity, except the Franchisee may pre-screen or take other appropriate steps to ensure that obscene materials are not cablecast. Such steps may include, but not be limited to, requesting that the offending portions be deleted or by refusing to allow the program on the System.

(2) A participant may not present any advertising material designed to promote the sale of commercial products or services, including advertising by or on behalf of candidates for public office on any Access Channel. However, this is not to be construed to mean that candidates for public office may not appear on any Access Channel in behalf of their candidacy providing their appearance is in accordance with statutory requirements and FCC rules and regulations.

B. Government Access Channel

1. The Franchisee shall provide capacity on one (1) Channel for government access purposes originating at Paducah City Hall located at 300 South 5th Street. This Channel shall be made available in order to increase the general public's awareness of local governments by allowing for live or recorded coverage of Paducah City Commission and the McCracken County Fiscal Court meetings, planning commission meetings, special hearings, committee meetings, and discussions of independent boards, commissions, and City and county departmental programs. The Franchisee shall cooperate with the City and provide assistance, advice and technical aid necessary to provide maximum utilization of the governmental Access Channel for whatever needs arise. This provision does not include actual production assistance. To the extent Franchisee imposes charges on the City for any assistance, advice and technical aid, Franchisee will provide advance written notice to City before any charges are imposed and invoiced to the City.

2. The governmental Access Channel shall serve as a means for the Mayor, Judge/Executive, City and County officials to communicate with the citizens of the Paducah Community. More specifically this Channel shall be regularly used to provide the Paducah Community with up to date information regarding day-to-day operations of the City, County, state and Federal governments.

C. Educational Access Channel

1. The Franchisee shall dedicate capacity on one (1) Channel for the use by educational institutions such as primary and secondary schools, but not "home" schools, in the City of Paducah and McCracken County. It originates at the McCracken County Public Library located at 555 Washington Street.

2. To the extent not otherwise provided for in Section II. A.3 above, the Franchisee shall not exercise any control over programming.

D. City shall retain title to all PEG equipment currently in use for PEG purposes which was purchased by Franchisee during the preceding franchise term.

III. VIDEO ON DEMAND

A. To accommodate PEG programming in HD, Comcast will provide, for as long as the Franchisee makes video on demand (“VOD”) available on its Cable System, in its VOD offerings twenty-five (25) hours of either SD or HD Access programming or a combination of both or such greater amount as may be mutually agreed to by the parties, as designated and supplied by the City to the Franchisee. Franchisee and City shall execute a Video on Demand Licensing Agreement. Franchisee will not charge the City for VOD unless Applicable Law allows Franchisee to impose such a charge and any such charge will be set at rates that are not discriminatory against the City.

B. The City’s content may be electronically transmitted and/or transferred and shall be stored on the Franchisee’s VOD system. The City VOD Access programming will be available to Subscribers twenty-four (24) hours per day, seven (7) days per week. Any City Access programming placed on VOD shall be available to Subscribers free of charge. The Franchisee will provide, upon City’s request, any aggregate data regarding Subscriber use of the City’s programming on the VOD platform, if available to Franchisee. Access programming content shall have the same viewing quality and features (including program descriptions and search function) as all other free VOD content on Franchisee’s Cable System. Programming submitted for placement on the VOD system shall be placed on and available for viewing from the VOD system as soon as possible from time of receipt of said programming and Franchisee will make best efforts to provide a 24-hour turn-around, and in no case longer than seventy-two (72) hours from receipt of said programming. Franchisee agrees to treat Access VOD programming in a nondiscriminatory manner as compared to other similarly situated providers of VOD content.

C. The City shall have the sole discretion to select the content of such Access VOD programming and shall be responsible for such content. The City’s VOD programming will be located on Franchisee’s on-demand menu pages on the second page or higher on a button with the City’s choice of label). The City’s Access VOD programming will be available in the City’s Franchise Area, or more broadly distributed at Franchisee’s option.

D. To the extent permitted, Franchisee shall authorize City to obtain from Franchisee’s third party vendor, free of charge and at no cost to the City, monthly viewership/traffic reports showing statistics for Access VOD programs, or Franchisee shall provide (or require its third party vendor to provide) the City with access to online dashboard analytics allowing City staff to directly access traffic information.

Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Approval of contract with Adam's Contracting, LLC in the amount of \$274,121 for the Perkins Creek "Bob Leeper" Pedestrian Bridge project - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: On Tuesday, January 28, 2020, sealed bids were opened and read aloud for the Perkins Creek "Bob Leeper" Pedestrian Bridge Project. Three responsive and responsible bids were received, with Adams Contracting, LLC submitting the lowest bid in the amount of \$274,121.00. This bid is 1.6% above the Engineer's construction cost estimate.

This Project is funded in part with a Recreational Trails Program grant administered by the Kentucky Department for Local Government in the amount of \$100,000. Local funding of \$80,000 from City of Paducah, as approved by Ordinance 2019-6-8576, \$30,000 from McCracken Fiscal Court, \$30,000 from Four Rivers Nuclear Partnership, \$5,000 from GeoSynTec, and \$5,000 from Veolia. An additional \$80,000 will be transferred from the Boyles Estate Trust (PF0049) to fund the project.

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

If yes, please list the Action Step Item Codes(s): R-10: Plan, design and construct recreational trails near residential neighborhoods.

Funds Available: Account Name: Bob Leeper Bridge

Account Number: PA0119

Staff Recommendation: To receive and file bids and adopt an Ordinance authorizing and instructing the Mayor to execute a contract with Adams Contracting, LLC in the amount of \$274,121.00 for construction of the Perkins Creek "Bob Leeper" Pedestrian Bridge. To authorize and instruct the Finance Director to move \$80,000 from the Boyles Estate Trust (PF0049) into the Bob Leeper Bridge (PA0119) project account.

Attachments:

1. Ordinance
2. Bid_Tab_Perkins Creek Pedestrian Bridge
3. Perkins Creek_Contract

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE ACCEPTING THE BID OF ADAMS CONTRACTING, LLC, IN THE AMOUNT OF \$274,121 FOR THE PERKINS CREEK “BOB LEEPER” PEDESTRIAN BRIDGE PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Adams Contracting, LLC, in the amount of \$274,121, for the Perkins Creek “Bob Leeper” Pedestrian Bridge Project, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of Adams Contracting, LLC, of January 28, 2020.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Adams Contracting, LLC, for the Perkins Creek “Bob Leeper” Pedestrian Bridge Project, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. That the Finance Director is hereby authorized and instructed to transfer \$80,000 from the Boyles Estate Trust (PF0049) into the Bob Leeper Bridge (PA0119) project account. The expenditure, authorized by Section 1 above, shall be charged to the Bob Leeper Bridge Project Account No. PA0119.

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, February 25, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

ord\eng\agree- Adams Contracting Bob Leeper Pedestrian Bridge Construction

BID TAB - PERKINS CREEK PEDESTRIAN BRIDGE - AKA BOB LEEPER BRIDGE

ITEM	DESCRIPTION	UNIT	QUANTITY	Adams Contracting, LLC		Harold Coffey Construction Co., Inc.		Jim Smith Contracting Co. LLC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
02569	DEMobilIZATION ¹	LS	1	\$4,800.00	\$4,800	\$5,470.00	\$5,470	\$5,000.00	\$5,000
00001	DGA BASE	TON	22	\$34.00	\$748	\$55.00	\$1,210	\$32.00	\$704
23326EC	EXCAVATION-UNCLASSIFIED	CUYD	239	\$33.00	\$7,887	\$15.00	\$3,585	\$50.00	\$11,950
02230	EMBANKMENT IN PLACE	CUYD	162	\$40.00	\$6,480	\$15.00	\$2,430	\$60.00	\$9,720
02231	STRUCTURE GRANULAR BACKFILL	CUYD	67	\$50.00	\$3,350	\$80.00	\$5,360	\$50.00	\$3,350
05985	SEEDING AND PROTECTION	SQYD	400	\$1.00	\$400	\$1.00	\$400	\$4.00	\$1,600
21415ND	EROSION CONTROL	LS	1	\$2,000.00	\$2,000	\$3,500.00	\$3,500	\$4,000.00	\$4,000
02545	CLEARING AND GRUBBING	LS	1	\$7,500.00	\$7,500	\$50,000.00	\$50,000	\$11,500.00	\$11,500
02484	CHANNEL LINING CLASS III	TON	358	\$32.00	\$11,456	\$36.00	\$12,888	\$40.00	\$14,320
02596	GEOTEXTILE CLASS I	SQYD	380	\$2.50	\$950	\$3.00	\$1,140	\$3.00	\$1,140
08100	CLASS A CONCRETE - ABUTS/FTGS/WINGS	CYD	38	\$800.00	\$30,400	\$645.00	\$24,510	\$925.00	\$35,150
08150	STEEL REINFORCEMENT	LB	3,320	\$1.25	\$4,150	\$1.50	\$4,980	\$1.10	\$3,652
20001ED	FINAL DESIGN ²	LS	1	\$4,000.00	\$4,000	\$10,200.00	\$10,200	\$6,750.00	\$6,750
20002ED	110' X 10' STEEL PEDESTRIAN BRIDGE ³	LS	1	\$190,000.00	\$190,000	\$224,000.00	\$224,000	\$188,000.00	\$188,000
				TOTAL	\$274,121	TOTAL	\$349,673.00	TOTAL	\$296,836.00

NOTES:

¹ Not less than 1.5% of Bid

² Contractor to complete final design (survey, finish elevations, final grading, stamped plans, etc.)

³ Item includes materials and installation of the bridge, anchor bolts, crane, incidentals, etc.

I hereby certify that the foregoing bids were received this 28th day of January, 2020 and that all bidders had a representative present at the mandatory pre-bid meeting held on January 15th, 2020.



Scott Brown, KY PE No. 27944

Project Manager (HDR)

1/28/2020

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

AGREEMENT FOR PERKINS CREEK PEDESTRIAN BRIDGE PROJECT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **ADAMS CONTRACTING, LLC** hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

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

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

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project **within One Hundred Eighty (180)** consecutive calendar days thereafter.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of **\$500.00** per consecutive calendar day for failure to meet the final completion date and shall be withheld from final payment.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: TWO HUNDRED, SEVENTY-FOUR THOUSAND, ONE HUNDRED, TWENTY-ONE DOLLARS (\$274,121.00) as quoted in the Bid Proposal by the Contractor dated January 28, 2020 which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

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

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

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

ARTICLE 6. GOVERNING LAW

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

ARTICLE 7. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

ADAMS CONTRACTING, LLC

CITY OF PADUCAH, KENTUCKY

BY _____
Scott Adams, President

BY _____
Brandi Harless, Mayor

ADDRESS:
131 Prosperous Place, Suite 19A
Lexington, Kentucky 40509

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

Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Approval of Professional Services Contract with BFW Engineering & Testing, Inc. in the amount of \$52,204 for the Floodwall Seal Closure Project - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: On July 25, 2017, the City of Paducah and the U.S. Army Corp of Engineers entered into a Project Partnership Agreement (PPA) authorizing the construction of the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project for flood risk management. The PPA was approved by the Paducah Board of Commissioners through Ordinance No. 2017-5-8484 on May 9, 2017.

Federal regulations require cost-sharing for the PPA of 65% Federal Share and 35% Non-Federal Sponsor Share. The Non-Federal Sponsor Share includes both cash and in-kind contributions. As part of the City's in-kind contribution, a fee proposal has been requested for design plans suitable for bidding for the permanent closure or alteration of 13 floodwall openings. The cost of the design contract will be counted as Non-Federal Sponsor Share in-kind match.

BFW Engineering & Design has proposed a not-to-exceed fee of \$52,204 for the preparation of bid plans including a plan and section of each opening, surveying of two openings where plans do not exist, use of existing technical drawings where available, technical specifications, design meetings, construction administration during construction, pre-placement inspection for each concrete placement, inspection and sample collection during each concrete placement, and sample testing.

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: Seal Closures

Account Number: FW0011

Staff Recommendation: Authorize and instruct the Mayor to sign the professional services contract with BFW Engineering & Testing, Inc. in the amount of \$52,204 for professional services related to the Floodwall Seal Closure Project.

Attachments:

1. Ordinance
2. Floodwall Seal Closure Proposal_BFW

ORDINANCE NO. 2020-_____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BFW ENGINEERING & TESTING, INC. IN AN AMOUNT NOT TO EXCEED \$52,204 FOR THE FLOODWALL SEAL CLOSURE PROJECT

WHEREAS, on July 25, 2017, the City of Paducah and the U.S. Army Corp of Engineers entered into a Project Partnership Agreement (PPA) authorizing the construction of the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project for flood risk management; and

WHEREAS, federal regulations require cost-sharing for the PPA of 65% Federal Share and 35% Non-Federal Sponsor Share. The Non-Federal Sponsor Share includes both cash and in-kind contributions; and

WHEREAS, as part of the City's in-kind contribution, a fee proposal has been requested for design plans suitable for bidding for the permanent closure or alteration of 13 floodwall openings; and

WHEREAS, BFW Engineering & Testing has proposed a not-to-exceed fee of \$52,204 for the preparation of bid plans including a plan and section of each opening, surveying of two openings where plans do not exist, use of existing technical drawings where available, technical specifications, design meetings, construction administration during construction, pre-placement inspection for each concrete placement, inspection and sample collection during each concrete placement, and sample testing; and

WHEREAS, a written determination has been made by the City Manager that this constitutes a professional services purchase and will be a noncompetitive negotiation purchase, pursuant to KRS 45A.380(3).

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

SECTION 1. The City Commission does hereby accept the proposal of BFW Engineering & Testing, Inc. to provide professional services for the Floodwall Seal Closure Project in an amount not to exceed \$52,204.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the Professional Services Agreement with BFW Engineering & Testing, Inc. on behalf of the City of Paducah.

SECTION 3. This expenditure shall be charged to the Seal Closures Project No. FW0011.

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, February 25, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\agree - BFW Floodwall Seal Closure Project



BACON | FARMER | WORKMAN

ENGINEERING & TESTING, INC.

500 SOUTH 17th STREET | PADUCAH, KY 42003

February 7, 2020

Mr. Rick Murphy, P.E.
City Engineer
City of Paducah
300 South 5th Street, P.O. Box 2267
Paducah, KY 42002-2267

Re: Engineering for Various Floodwall Closures

Dear Mr. Murphy;

Bacon Farmer Workman Engineering and Testing, Inc. (BFW) is pleased to provide you with the following proposal for Engineering Services for the above referenced project.

It is our understanding that you will need design plans suitable for bidding for the closure or alteration of 13 floodwall openings. These include:

- Three single bay sloped wall closures
- Six multi-bay gravity wedge closures
- One new raised sill for pedestrian access with truss modifications
- One new raised sill without truss modifications (single bay panel closure)
- One previously designed raised sill (updated plans)
- One manway hole through the floodwall

The scope would include preparation of bid plans including a plan and section of each, surveying of two openings where plans do not exist, use of existing drawings where available, technical specifications, design meetings, construction administration during construction, pre-placement inspection for each concrete placement (wedges are multiple placements), inspection and sample collection during each concrete placement, and sample testing.

The not to exceed fee for this project is \$52,204. We look forward to working with you and should you have any questions or need any clarification please feel free to contact our office at (270) 443-1995.

www.bfwengineers.com

Sincerely,

BACON FARMER WORKMAN Engineering and Testing, Inc.



Ronald S. Bacon, P.E.

Accepted by:

For: City of Paducah

Date

Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Amend Code of Ordinances Section 78-32 Related to Vacation Leave - **S SUAZO**

Category: Ordinance

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: The accruals in the vacation leave ordinance for non-union employees were last amended in 1991. This amendment increases the vacation accruals for employees not included in a contractual agreement with the City to match the accruals in the Paducah Police Department Bargaining Unit. This amendment aligns with the City's goals to be a competitive employer to enhance employee recruitment and retention.

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: Amend Code of Ordinances Section 78-32 Related to Vacation Leave

Attachments:

1. Ordinance

ORDINANCE NO. 2020-____ - _____

**AN ORDINANCE AMENDING CHAPTER 78
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, the City of Paducah values the employees and staff members of the City of Paducah; and

WHEREAS, the City of Paducah wishes to recruit and retain quality employees by offering competitive benefits; and

WHEREAS, the City of Paducah now wishes to amend Chapter 78 of the Code of Ordinances of the City of Paducah, to increase the accrual of vacation leave proportionately to the number of years of employee service.

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

SECTION 1. That the City of Paducah, Kentucky, hereby amends Chapter 78 of the Paducah Code of Ordinances as follows:

Sec. 78-32. – Vacation leave.

(a) Generally.

(1) Except for uniformed members of the Police and Fire Departments, all employees shall receive vacation time as follows: [~~During the first year of employment, vacation time shall accrue at the rate of one-half ($\frac{1}{2}$) day per month for a total of six (6) days. Between the beginning of the second and the beginning of the fifth (5th) year of employment, employees shall accrue vacation at the rate of five-sixths ($\frac{5}{6}$) days per month, for a total of ten (10) days per year. From the beginning of the fifth year to the beginning of the tenth (10th) year of employment, the accrual rate shall be one (1) day per month for a total of twelve (12) days per year. Between the beginning of the tenth year and the beginning of the fifteenth year of service, the accrual rate shall be one and one-fourth ($1\frac{1}{4}$) days per month for a total of fifteen (15) days per year. Between the beginning of the fifteenth year and the beginning of the twentieth year of service, the accrual rate shall be one and one-half ($1\frac{1}{2}$) days per month for a total of eighteen (18) days' vacation per year. From the beginning of the twentieth year through the twenty-fifth year of service, the accrual rate of vacation will be one and three-fourth ($1\frac{3}{4}$) days per month for a total of twenty-one (21) days per year. For all employees with more than twenty-five (25) years of service, the accrual rate of vacation shall be two (2) days per month for a total of twenty-four (24) days per year.]~~

During the first nine (9) years of employment, vacation time shall accrue per pay period for a total of 120 hours per year.

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

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

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

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

- (2) An employee may accumulate up to a maximum of [~~fifty (50) days~~] four hundred (400) hours of vacation at any one (1) time. Upon termination of employment, all employees shall be paid for any unused vacation leave not to exceed [~~fifty (50) working days~~] four hundred (400) working hours. No vacation leave shall be credited to any employee until such time as the employee has worked for the City for six (6) consecutive months, after which the vacation leave shall be credited from the date of employment.
- (3) After obtaining vacation eligibility, an employee may take vacation as may be reasonably scheduled with the employee's department director as hereinafter set forth in subsection (h) of this section, or, in the case of a department director, as may be scheduled with the City Manager.
- (4) A month in which an employee is paid for twelve (12) days or more shall be considered as a month of service.

(b) Police Department.

All present sworn and nonsworn employees [~~uniformed members~~] of the Police Department shall [~~continue to~~] receive vacation at the rate set forth above. All members of the collective bargaining unit shall receive the rates set forth in the current agreement. [~~of one and one-fourth (1 ¼) days of vacation for each month of employment with the City for a total of fifteen (15) days per year, except for those members who have begun their fifteenth year of service with the City, who shall receive vacation at the increased rate as hereinafter set forth.~~

- (1) ~~All uniformed members employed after June 30, 1980, shall receive vacation time as follows: During the first fourteen (14) years of employment, vacation time shall accrue at the rate of one and one-fourth (1 ¼) days per month for a total of fifteen (15) days per year. Between the beginning of the fifteenth year and the beginning of the twentieth year, members shall accrue vacation at the rate of one and one-half (1 ½) days per month for a total of eighteen (18) days per year. From the beginning of the twentieth year to the beginning of the twenty-fifth year of employment, the accrual rate shall be one and three-fourth (1 ¾) days per month for a total of twenty-one (21) days per year. For all members with more than~~

~~twenty-four (24) years of service, the accrual rate for vacation shall be two (2) days per month for a total of twenty-four (24) days per year.]~~

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

[...]

SECTION 2. Changes to employee vacation accrual as outlined in Section 1, above, shall begin for the pay period starting March 12, 2020.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, February 25, 2020

Adopted by the Board of Commissioners, _____

Recorded by the City Clerk, _____

Published by *The Paducah Sun*, _____

ORD\78-32 Increase to Vacation leave

Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2020

Short Title: Approve a Budget Amendment in the amount of \$1.5 Million for BUILD Grant Match and Project Related Expenses - **J ARNDT**

Category: Ordinance

Staff Work By: Audra Herndon, Lindsay Parish, Jonathan Perkins, Ty Wilson
Presentation By: James Arndt

Background Information: This ordinance approves a budget amendment in the amount of \$1,500,000 from the General Fund Unreserved Fund Balance into the Build Grant Project Account #DT0050. These funds will be used as matching funds for the Better Utilizing Investments to Leverage Development (BUILD) Grant program which has been awarded to the City of Paducah by the U.S. Department of Transportation. These matching funds along with the \$10.4 million awarded by the U.S. Department of Transportation will be used for the Riverfront Commons which includes Riverboat Excursion Pier and Plaza, Bike, Pedestrian, and Broadband Linkages, and Improvements to the landing near the Transient Boat Dock.

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

If yes, please list the Action Step Item Codes(s): E-4: Continue developing the riverfront from the Carson Center to the Convention Center

Funds Available: Account Name: Build Grant Project

Account Number: DT0050

Staff Recommendation: Approve the budget amendment.

Attachments:

1. budget amend 2019-20 - February 2020 (3rd Amendment)

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2019-6-8578, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, the City of Paducah has been awarded the Better Utilizing Investments to Leverage Development (BUILD) Grant by the U.S. Department of Transportation.; and

WHEREAS, funds now need to be transferred into an appropriate project account for project related expenses and matching funds for the BUILD grant; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2020 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as adopted by Ordinance No. 2019-6-8578, be amended by the following re-appropriations:

- Transfer \$1,500,000 from the FY2020 General Fund Unreserved Fund Balance to the BUILD Grant Project (DT0050) Project Account

SECTION 2. 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, February 25, 2020

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____
\\ord\finance\budget amend 2019-20 - February 2020 (3rd Amendment)