



**CITY COMMISSION MEETING  
AGENDA FOR MARCH 10, 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**

**PRESENTATION(S)**

Paducah Annual Audit - David Hampton, Kemper CPA Group

Parking Assessment Study - Mohammad Nouri

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

|  |           |  |  |
|--|-----------|--|--|
|  | <b>I.</b> | <b><u>CONSENT AGENDA</u></b>   |  |
|  | A.        | Approve Minutes for February 25, 2020  |  |
|  | B.        | Receive & File Documents   |  |
|  | C.        | Appointment of Mark Kettler and reappointment of John Gill to the Paducah Golf Commission  |  |
|  | D.        | Personnel Actions  |  |
|  | E.        | Approve a Municipal Order appointing Sidonie Hancock Paducah Junior College Board of Trustees - <b>L PARISH</b>  |  |
|  | F.        | Acceptance of the KOHS 2019 Grant Award in the amount of \$97,000 for an airport terminal access control system for Barkley Regional Airport - <b>T WILSON</b> |  |
|  | G.        | Approve Tyler Technologies, Inc. Contract Amendment for Removal and Addition of Software - <b>B LAIRD</b>  |  |

|  |             |   |  |
|--|-------------|---|--|
|  | <b>II.</b>  | <b><u>RESOLUTION(S)</u></b>               |  |
|  |             | A.  | A Resolution in Support of HB 484 related to CERS Separation - <b>J ARNDT</b>  |
|  | <b>III.</b> | <b><u>ORDINANCE(S) - ADOPTION</u></b>     |  |
|  |             | A.  | Approval of contract with Adam's Contracting, LLC in the amount of \$274,121 for the Perkins Creek "Bob Leeper" Pedestrian Bridge project - <b>R MURPHY</b>  |
|  |             | B.  | Approval of Professional Services Contract with BFW Engineering & Testing, Inc. in the amount of \$52,204 for the Floodwall Seal Closure Project - <b>R MURPHY</b>   |
|  |             | C.  | Amend Code of Ordinances Section 78-32 Related to Vacation Leave - <b>S SUAZO</b>  |
|  |             | D.  | Approve a Budget Amendment in the amount of \$1.5 Million for BUILD Grant Match and Project Related Expenses - <b>J ARNDT</b>  |
|  | <b>IV.</b>  | <b><u>ORDINANCE(S) - INTRODUCTION</u></b> |  |
|  |             | A.  | Approve Budget Amendment in the amount of \$141,000 for the Replacement of Paxton park Grounds Equipment - <b>J ARNDT</b>  |
|  |             | B.  | Approve a Budget Amendment in the amount of \$80,000 for For the Buckner Lane Bridge Project - <b>J ARNDT</b>  |
|  |             | C.  | Approval of a Professional Services Contract with BFW Engineering & Testing, Inc. in the amount of \$154,036.00 for Engineering Services for the Buckner Lane Bridge Project - <b>R MURPHY</b>   |
|  |             | D.  | Approve Professional Services Contract for a Classification and Compensation Study for a base fee of \$39,000 with additional expenses not to exceed \$1,600 with CBIZ Benefits & Insurance Services, Inc. d/b/a CBIZ Talent and Compensation Solutions - <b>S SUAZO</b> |
|  | <b>V.</b>   | <b><u>DISCUSSION</u></b>                  |  |
|  |             | A.  | 2020 Our Paducah Strategic Plan - <b>M SMOLEN</b>  |
|  | <b>VI.</b>  | <b><u>COMMENTS</u></b>                    |  |
|  |             | A.  | Comments from the City Manager   |

|  |             |                                 |  |
|--|-------------|---------------------------------|--|
|  |             | B.                              | Comments from the Board of Commissioners |
|  |             | C.                              | Comments from the Audience               |
|  | <b>VII.</b> | <b><u>EXECUTIVE SESSION</u></b> |  |

# DOWNTOWN PADUCAH PARKING ASSESSMENT

Prepared for the City of Paducah Planning Department



Prepared by  
Mohammad Nouri PE.  
Project Manager  
Concepts21 PLLC  
March, 5 2020



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## **SECTION 1- PARKING ASSESSMENT OVERVIEW**

This Downtown Parking Assessment has been prepared for the City of Paducah. The parking assessment analyzes current parking supply and usage and provides prediction for future parking demand, which will be affected by the proposed City Block re-development located at Broadway and Second Street, a city-owned lot.

The parking assessment considers how parking will be impacted by the proposed City Block re-development, identify present parking needs, and predict future parking requirements.

The Scope of Work has three tasks;

1. Prepare Existing Parking Conditions and Provide Baseline Analysis
2. Determine Parking Requirements associated with the proposed City Block Re-Development Project.
3. Service Area Parking Analysis and Recommendations

The results from tasks above have been compiled in two formats; a Powerpoint presentation and a written report. The Powerpoint presentation data were presented at the open-house public information event on February 13, 2020. The final draft report is planned to be presented to the Paducah City Commission on March 10, 2020.

The parking assessment initially focuses on managing parking capacity through better utilization. Other conditions that impact parking in downtown, such as signage, enforcement, loading zones, and physical conditions, are also discussed in this report.

### **1.1 Service Area**

Through consultation with the City Planning Department, a parking assessment Service Area that includes 12 city blocks has been established. It is defined as follows:

- Water Street- East
- 4th Street- West
- Monroe & Jefferson Streets- North
- Washington & Clark Streets- South

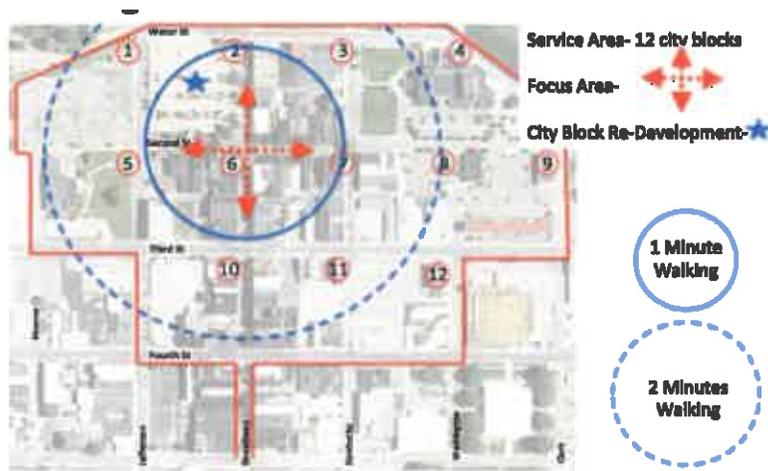


**Figure1.1- Service Area**

The City Block Re-Development consists of a hotel, an urban plaza, and a 3-story mixed-use commercial (at street-level - 1st story) and residential (2 stories) building. It is located at Block No. 2, In Figure 1.

The Service Area has been defined by several factors:

- City Block Re-Development block and adjacent/immediate blocks as "Focus Area"
- Walking distance of 1 city block in 1 minute
- Walking distance of 2 city blocks in 2 minutes
- Public Parking lots available to visitors of the downtown area
- Downtown core area (intersection of Broadway and Second Street)



**Figure1.2- Walking Distances in Service Area**

Within the Service Area, parking consists of on-street, or curb-side parking, as well as off-street parking and parking lots.

On-Street parking is free and regulated by signs indicating parking duration - typically 2 hours. Off-street parking and parking lots are divided into two categories:

- a) Public Parking
- b) Private Parking lots. The City of Paducah has a "Neighbor" agreement with two organizations within the parking Service Area: Carson Center and US Bank.

The US Bank parking lot contains 150 spaces and is located along Jefferson Street between Third Street and Fourth Street. This lot has been used for special events that draw larger crowds, such as BBQ on the river, Independence Day celebrations, and holiday parades.

The Carson Center, which has jurisdiction over the four parking lots- a total capacity of 391 spaces- on Marine Way between Kentucky and Clark Street. The Carson Center is able to prioritize the use of these spaces for its patrons. When an event is not occurring, the parking lots are open to the public for general use.

## **SECTION 2- ANALYSIS**

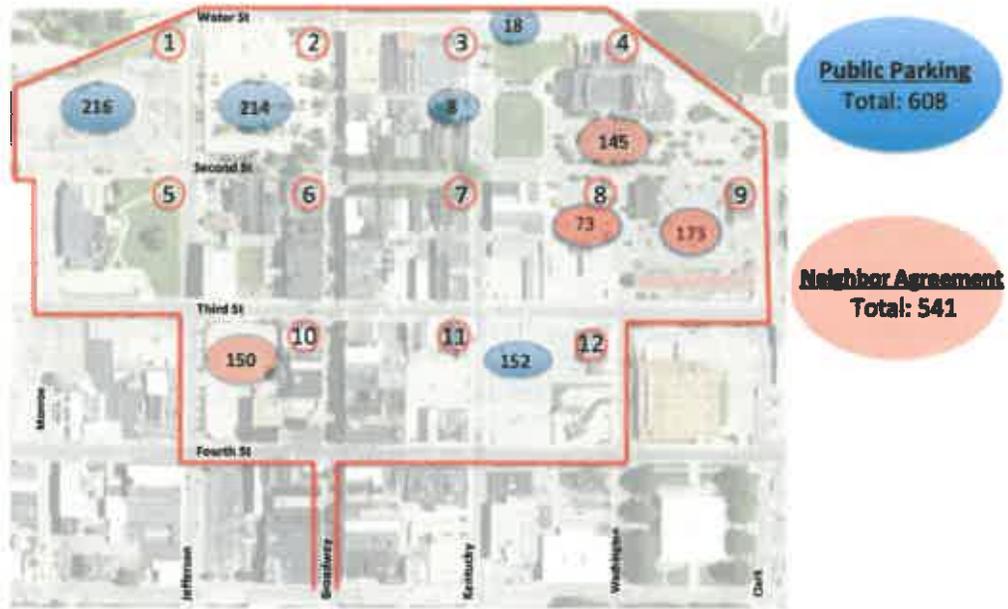
Existing parking supply and usage form the foundation for the parking analysis. Parking supply is defined as spaces available for use by a specified group or groups of individuals (i.e. shoppers, employees, residents, etc.). Parking usage represents the number of parkers requiring a parking space, either in a given parking lot and/or available curb-side.

### **2.1 Parking Inventory**

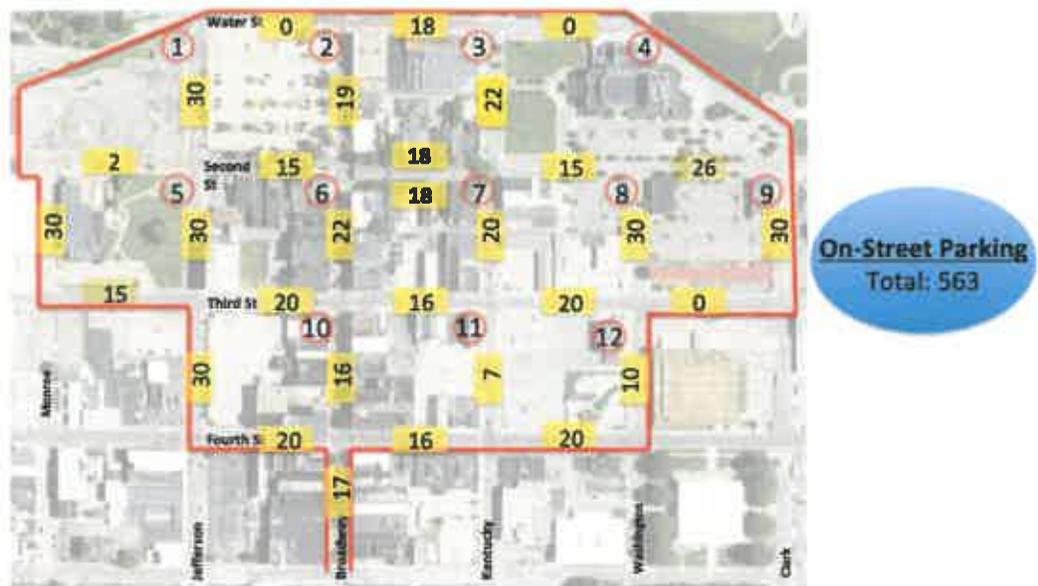
As stated earlier, there are 3 types of public parking in the Service Area:

- 1) Off-Street public parking
- 2) Off-Street Neighbor Agreement parking
- 3) On-Street or Curb-side parking

Off-Street and On-Street parking locations are shown in Figures - 2.1 and 2.2, respectively.



**Figure 2.1- Off-Street Parking Locations**



**Figure 2.2- On-Street Parking Locations**

A summary of public parking supply in the Service Area is as follows;

|   |                     |
|---|---------------------|
| Off-Street Parking (Public)             | 608 Spaces          |
| Off-Street Parking (Neighbor Agreement) | 541 Spaces          |
| <u>On-Street or Curb-side Parking</u>   | <u>563 Spaces</u>   |
| <b>Total:</b>                           | <b>1,712 Spaces</b> |

## 2.2 Off-Street Parking Usage

An off-street parking occupancy study was performed to determine parking usage during different weekdays and different hours of the day. The study documented parking spaces used during each of the periods. The survey dates and times are as follows:

- Friday- November 15, 2019, 1:00 PM (by the city staff)
- Saturday- November 16, 2019, 12:00 PM (by city staff)
- Saturday- November 23, 2019, 6:00 PM (by city staff)
- Saturday- November 30, 2019 (day after Thanksgiving), 1:00 PM (by city staff)
- Saturday- December 14, 2019, 11:00 AM to 6:00 PM (by Concepts21)
- Wednesday- December 18, 2019, 11:00 AM (by Concepts21)

As noted above, the survey dates and times were selected to provide typical times during the weekday and also busy weekend day, Saturday. On a typical weekday, the busy time of the day usually begins right before lunch, 11:00 AM till 1:00 PM. This time period also takes into account downtown workers; restaurants; service providers; and merchants. On the weekend days, the surveys were conducted on Saturday at multiple times capturing both busy times from 11:00 AM to 1:00 PM, and also at 6:00 PM. Additionally, Saturday after Thanksgiving holiday was selected to capture holiday festivities and shopping downtown. It was determined that parking usage survey to be completed at these periods and during the fall season (after the Thanksgiving holiday) in order to capture data relative with the busy holiday entertainment and shopping season.

The results of the Off-Street parking occupancy study, both "Public" and "Neighbor Agreement," are shown in Figures 2.3 and 2.4.

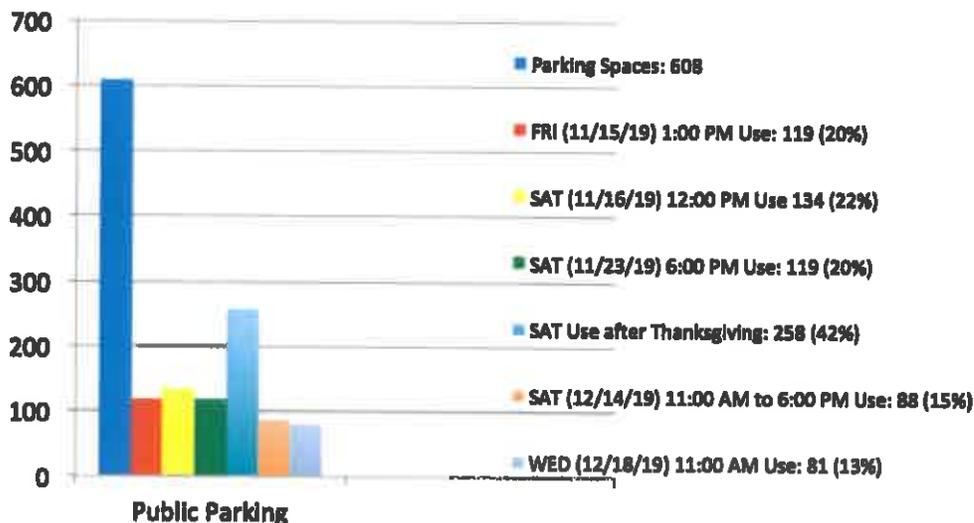
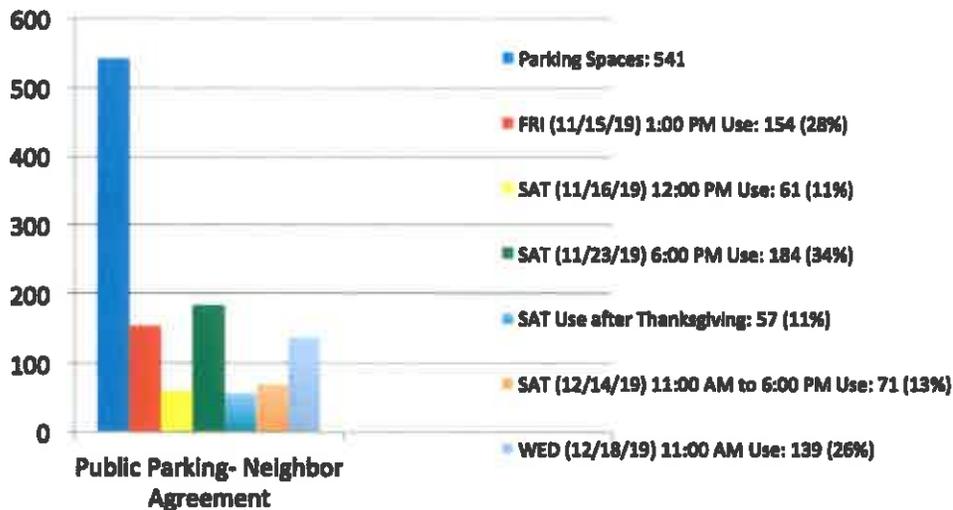


Figure 2.3- Public Off-Street Parking Utilization



**Figure 2.4- Public Off-Street Parking Utilization (Neighbor Agreement)**

The results of the Public Off-Street Parking Occupancy Study indicate an average utilization of 22% of the parking capacity. The highest usage rate occurred on the Saturday after Thanksgiving (November 30, 2019) with 258 spaces used or usage at 42% of the capacity. On Wednesday (December 18, 2019) 81 spaces were used or usage rate at 13% of the capacity.

The results of the “Neighbor Agreement” Off-Street Parking Occupancy Study indicate an average of 21% of the parking capacity. Similarly, the highest usage rate at the “Neighbor Agreement” lots was on Saturday evening (November 23, 2019) with 184 spaces were used or usage rate at 34%. On Saturday after Thanksgiving (November 30, 2019) 57 spaces were used or usage rate at 11% of the capacity.

The low parking usage rate of 22% at both the public and “Neighbor Agreement” lots indicate surplus of parking in the Service Area.

### 2.3 On-Street Parking Usage

A similar parking occupancy study was performed to determine On-Street parking usage in the Service Area. An on-street parking occupancy study was performed to determine parking usage during different weekdays and different hours of the day. The study documented parking spaces used during each of the periods. The survey dates and times are as follows:

- Friday- November 15, 2019, 1:00 PM (by the city staff)
- Saturday- November 16, 2019, 12:00 PM (by city staff)
- Saturday- November 23, 2019, 6:00 PM (by city staff)
- Saturday- November 30, 2019 (day after Thanksgiving), 1:00 PM (by city staff)
- Saturday- December 14, 2019, 11:00 AM to 6:00 PM (by Concepts21)
- Wednesday- December 18, 2019, 11:00 AM (by Concepts21)

The study determined there are a total of 563 On-Street parking spaces in the Service Area. A majority of such spaces are un-marked, and some are regulated by signs indicating “2-HR Parking during the weekdays”.

As shown in Tables 2.1 to 2.6, on-street parking usage in the Service Area is between 26% to 38% of max capacity. During these survey periods, 392 (average of 6 study periods) of the 563 on-street parking spaces were available and open in the Service Area. It should be noted that on-street parking usage on Broadway is significantly higher than other streets, averaging at 87% of the capacity. The usage on Saturday after Thanksgiving was at 98% of the capacity. Block-by-block on-street parking inventory and usage is included in the Appendix A.

| <b>FRIDAY- Nov. 15, 2019<br/>1:00 PM</b> | <b>On-Street<br/>Parking</b> | <b>On-Street Parking<br/>Use (%)</b> | <b>Spaces Available</b> |
|--|------------------------------|--------------------------------------|-------------------------|
| Water Street                             | 18                           | 7 or (38%)                           | 11                      |
| Second Street                            | 105                          | 30 or (29%)                          | 75                      |
| Third Street                             | 71                           | 8 or (11%)                           | 63                      |
| Fourth Street                            | 56                           | 11 or (20%)                          | 45                      |
| Monroe Street                            | 30                           | 1 or (4%)                            | 29                      |
| Jefferson Street                         | 90                           | 0 or (0%)                            | 90                      |
| Broadway                                 | 74                           | 60 or (81%)                          | 14                      |
| Kentucky Avenue                          | 49                           | 27 or (55%)                          | 22                      |
| Washington Street                        | 40                           | 1 or (3%)                            | 39                      |
| Clark Street                             | 30                           | 4 or (14%)                           | 26                      |
| <b>Totals</b>                            | <b>563</b>                   | <b>149 or (28%)</b>                  | <b>414</b>              |

*Table 2.1 On-Street Parking Usage (Friday 1:00 PM)*

| <b>Saturday- Nov. 16, 2019<br/>12:00 PM</b> | <b>On-Street<br/>Parking</b> | <b>On-Street Parking<br/>Use (%)</b> | <b>Spaces Available</b> |
|---|------------------------------|--------------------------------------|-------------------------|
| Water Street                                | 18                           | 5 or (28%)                           | 13                      |
| Second Street                               | 105                          | 39 or (37%)                          | 66                      |
| Third Street                                | 71                           | 17 or (24%)                          | 54                      |
| Fourth Street                               | 56                           | 0 or (0%)                            | 56                      |
| Monroe Street                               | 30                           | 1 or (3%)                            | 29                      |
| Jefferson Street                            | 90                           | 0 or (0%)                            | 90                      |
| Broadway                                    | 74                           | 71 or (96%)                          | 3                       |
| Kentucky Avenue                             | 49                           | 28 or (57%)                          | 21                      |
| Washington Street                           | 40                           | 0 or (0%)                            | 40                      |
| Clark Street                                | 30                           | 4 or (13%)                           | 26                      |
| <b>Totals</b>                               | <b>563</b>                   | <b>165 or (29%)</b>                  | <b>398</b>              |

*Table 2.2 On-Street Parking Usage (Saturday 12:00 PM)*

| <b>Saturday- Nov. 23, 2019<br/>6:00 PM</b> | <b>On-Street<br/>Parking</b> | <b>On-Street Parking<br/>Use (%)</b> | <b>Spaces Available</b> |
|--|------------------------------|--------------------------------------|-------------------------|
| Water Street                               | 18                           | 6 or (33%)                           | 12                      |
| Second Street                              | 105                          | 43 or (41%)                          | 62                      |
| Third Street                               | 71                           | 12 or (17%)                          | 59                      |
| Fourth Street                              | 56                           | 2 or (4%)                            | 54                      |
| Monroe Street                              | 30                           | 1 or (3%)                            | 29                      |
| Jefferson Street                           | 90                           | 0 or (0%)                            | 90                      |
| Broadway                                   | 74                           | 60 or (81%)                          | 14                      |
| Kentucky Avenue                            | 49                           | 28 or (57%)                          | 21                      |
| Washington Street                          | 40                           | 0 or (0%)                            | 40                      |
| Clark Street                               | 30                           | 6 or (20%)                           | 24                      |
| <b>Totals</b>                              | <b>563</b>                   | <b>168 or (28%)</b>                  | <b>405</b>              |

*Table 2.3 On-Street Parking Usage (Saturday 6:00 PM)*

| <b>Saturday after<br/>Thanksgiving<br/>Nov. 30, 2019 1:00 PM</b> | <b>On-Street<br/>Parking</b> | <b>On-Street Parking<br/>Use (%)</b> | <b>Spaces Available</b> |
|--|------------------------------|--------------------------------------|-------------------------|
| Water Street   | 18                           | 14 or (78%)                          | 4                       |
| Second Street  | 105                          | 37 or (35%)                          | 68                      |
| Third Street   | 71                           | 19 or (27%)                          | 52                      |
| Fourth Street  | 56                           | 21 or (38%)                          | 35                      |
| Monroe Street  | 30                           | 1 or (3%)                            | 29                      |
| Jefferson Street   | 90                           | 13 or (14%)                          | 77                      |
| Broadway   | 74                           | 72 or (97%)                          | 2                       |
| Kentucky Avenue  | 49                           | 31 or (63%)                          | 18                      |
| Washington Street  | 40                           | 0 or (0%)                            | 40                      |
| Clark Street   | 30                           | 6 or (20%)                           | 24                      |
| <b>Totals</b>  | <b>563</b>                   | <b>214 or (38%)</b>                  | <b>349</b>              |

*Table 2.4 On-Street Parking Usage (Saturday after Thanksgiving 1:00 PM)*

| <b>Saturday Dec. 14, 2019<br/>11:00 AM to 6:00 PM</b> | <b>On-Street<br/>Parking</b> | <b>On-Street Parking<br/>Use (%)</b> | <b>Spaces Available</b> |
|---|------------------------------|--------------------------------------|-------------------------|
| Water Street  | 18                           | 7 or (39%)                           | 11                      |
| Second Street   | 105                          | 38 or (37%)                          | 67                      |
| Third Street  | 71                           | 14 or (20%)                          | 57                      |
| Fourth Street   | 56                           | 12 or (21%)                          | 44                      |
| Monroe Street   | 30                           | 1 or (3%)                            | 29                      |
| Jefferson Street                                      | 90                           | 0 or (0%)                            | 90                      |
| Broadway  | 74                           | 59 or (80%)                          | 15                      |
| Kentucky Avenue                                       | 49                           | 30 or (61%)                          | 19                      |
| Washington Street                                     | 40                           | 0 or (0%)                            | 40                      |
| Clark Street  | 30                           | 0 or (0%)                            | 30                      |
| <b>Totals</b>   | <b>563</b>                   | <b>161 or (38%)</b>                  | <b>402</b>              |

**Table 2.5 On-Street Parking Usage (Saturday 11:00 AM to 6:00 PM)**

| <b>Wednesday Dec. 18, 2019<br/>11:00 AM</b> | <b>On-Street<br/>Parking</b> | <b>On-Street Parking<br/>Use (%)</b> | <b>Spaces Available</b> |
|---|------------------------------|--------------------------------------|-------------------------|
| Water Street                                | 18                           | 10 or (56%)                          | 8                       |
| Second Street                               | 105                          | 42 or (40%)                          | 63                      |
| Third Street                                | 71                           | 19 or (27%)                          | 52                      |
| Fourth Street                               | 56                           | 20 or (36%)                          | 36                      |
| Monroe Street                               | 30                           | 1 or (3%)                            | 29                      |
| Jefferson Street                            | 90                           | 0 or (0%)                            | 90                      |
| Broadway                                    | 74                           | 65 or (88%)                          | 9                       |
| Kentucky Avenue                             | 49                           | 22 or (45%)                          | 27                      |
| Washington Street                           | 40                           | 1 or (3%)                            | 39                      |
| Clark Street                                | 30                           | 0 or (0%)                            | 30                      |
| <b>Totals</b>                               | <b>563</b>                   | <b>180 or (32%)</b>                  | <b>383</b>              |

**Table 2.6 On-Street Parking Usage (Wednesday 11:00 AM)**

### SECTION 3- CITY BLOCK RE-DEVELOPMENT

The City of Paducah is considering a mixed-use development at the existing city parking lot bounded by Jefferson Street on the north, Broadway on the south, Water Street on the east, and Second Street on the west. The proposed development would redevelop the existing lot and include:

1. 4-1/2 Story Hotel Complex
2. Urban Park/Plaza
3. Town Square/Public Open Space + approximately 172-space Parking lot
4. 3-Story Commercial/Residential building (48 residential units above the commercial street-level story)

Pedestrian access will be provided on all 4 sides. Vehicular access will be provided at mid-block on Broadway and Jefferson Street. The primary access of the hotel will be on Jefferson Street.



**Figure 3.1- City Block Re-Development**

### 3.1 City Block Re-Development Parking Needs

Local parking requirements and standard parking generation rates are used to determine parking needs associated with the City Block Re-Development project. It is anticipated that nearly all visitors and patrons will use automobiles, thus requiring adequate parking to assure its success as a viable development project. Parking needs associated with the City Block Re-Development project are shown in Table 3.1.

| City Block Redevelopment                     | Size       | Parking Demand-<br>Estimated | City of Paducah<br>Parking Requirements |
|--|------------|------------------------------|---|
| Hotel  | 84 Rooms   | 90 Spaces                    | 84 Spaces                               |
| Restaurant + Retail                          | 9,500 SF   | 38 Spaces                    | Waived                                  |
| Event Space                                  | 5,000 SF   | 20 Spaces                    | 50 spaces                               |
| Commercial- Street Level                     | 18,000 SF  | 60 Spaces                    | Waived                                  |
| Residential                                  | 48 Units   | 48 Spaces                    | 48 spaces                               |
| Town Square/Public Open<br>Space and Parking | 172 Spaces | n/a                          | n/a                                     |
| <b>Totals</b>                                |            | <b>256 Spaces</b>            | <b>182 Spaces</b>                       |

**Table 3.1** City Block Re-Development Parking Needs

### 3.2 Parking Allocation and Analysis

Parking allocation and analysis has considered an immediate, or adjacent, 1-block area of the City Block Re-Development site. As discussed earlier in the report, this area is within an average of 1 minute of walking distance from the proposed development site. Within this range, there are six city blocks in which parking - both existing and future - will be impacted by the re-development.



**Figure 3.1-** City Block Re-Development Adjacent 1 Block Area

### **3.2.1 Hotel + Restaurant + Event Parking**

The hotel's main entrance will be along Jefferson Street. It is anticipated that the majority of hotel parking, ranging from hotel customers and employees to event patrons, will use the existing Farmer's Market parking lot across Jefferson Street. As per the City of Paducah Land Development Code, the hotel including the event space will require 134 parking spaces. The Farmer's Market lot has a capacity of 216 spots and is underutilized. At no time during the assessment was more than a few cars observed using this lot.

It should be noted that the subject lot is considered "Public Parking," as the City of Paducah has a lease for this lot to have it serve as public parking. There is an opportunity to re-stripe the existing parking layout, which may yield additional parking spaces including ADA accessible parking.

### **3.2.2 Residential**

The proposed City Block Re-Development contains 48 residential units in the upper two stories of the 3-story building, which is along Broadway between Water Street and Second Street. The City Block Re-Development will include 172 parking spaces within the development. Most likely, 48 assigned or dedicated residential parking spaces will be limited to the usage of the tenants. Exact location and/or configuration of the residential parking will be a part of the detailed development plan.

### **3.2.3 Street-Level Commercial**

The proposed development includes a commercial area (shops, services, etc.) of approximately 18,000 SF. Considering 1 parking space per 300 SF of gross area, it is anticipated that 60 parking spaces will be demanded by the area. The most convenient form of parking for retail/commercial will be in the form of on-street or curb-side parking along Broadway, Second Street, Water Street, and Jefferson Street. A street parking and striping plan is recommended to identify parking and maximize usage in the immediate/adjacent blocks bordering the City Block Re-Development.

The addition of public venues, such as entertainment, restaurants, and residential areas, will contribute to strengthening the urban atmosphere of the Downtown core in Paducah. Short walking distances between destinations allow people to park and walk rather than drive and park repeatedly between destinations. A typical visit to the downtown core may include initial parking at a curb-side or the public parking lot, followed by a stop at a commercial venue, then to a restaurant for a dinner. After dinner, there are potentials for the same visitor to stop by a coffee house or brew house, all without the necessity to drive and park again. It is expected that any given single parking space may be used for multiple visits to different downtown destinations.

### **3.2.4 Parking Supply & Needs In the Immediate 1 block area**

The current site plan for the City Block Development project accommodates approximately 172 spaces. It is expected that 48 of the parking supply within the development will be assigned to residential parking associated with the development. The remaining parking, along with both of the

on-street and off-street parking supplies within 1 block of the proposed development, is expected to meet the parking demand- both now and in the near future.

As stated earlier (See Table 3.1), parking demand associated with the City Block Re-Development is estimated to be between 182 to 256 spaces. The higher figure of 256 spaces has been used for the purposed of analysis. In addition, we analyzed the parking usage data at the city lot and have selected the higher value of 115 spaces from the survey conducted on Saturday November 16, 2019, at 12:00 PM.

On-street parking demand has similarly used highest usage. The survey conducted on Saturday November 23, 2019 at 6:00 PM, indicates 71 spaces were occupied in the 1 block area of the proposed development. The results indicate that parking demand is estimated to be 442 spaces within the 1 block area of the proposed City Block Re-development.

Parking supply within the 1 block area of the proposed development is estimated to be 560, exceeding the calculated 442-space parking demand in the same area. A surplus of 118 parking spaces will remain accessible for future growth and/or new projects needing parking. Table 3.2 shows parking demand and parking supply in the immediate 1 block area of the proposed City Block Re-Development project.

| Parking Demand                  |            | Parking Supply                |            |
|---------------------------------|------------|-------------------------------|------------|
| City Block Re-development       | 256        | City Block Re-Development     | 172        |
| Typical Saturday (existing lot) | 115        | Public Parking (existing lot) | 216        |
| Typical Saturday (on-street)    | 71         | On-street parking             | 172        |
| <b>Total</b>                    | <b>442</b> |                               | <b>560</b> |

**Table 3.2** *Parking Supply and Needs Immediate 1 block Area*

## **SECTION 4- PARKING IMPROVEMENT STRATEGIES**

The primary goal of this chapter is to provide improvement strategies to better manage the existing supply of parking in downtown, recognizing the substantial opportunities available to improve how parking is being used. Recommendations herein offer a roadmap for how to improve existing management practices.

Building additional parking in downtown at this time is not recommended, as the parking supply far exceeds parking demand. However, additional parking supply should remain a potential option in the future, especially if it is related to a major development.

It is recommended that the City of Paducah evaluates parking utilization in relation to existing and prospective new developments and establish performance related guidance for when and where it would be appropriate and necessary to add to the public parking supply. A recommended target for on-street spaces is 85% occupied and 90-95% occupied for off-street spaces during a typical day. At this level of occupancy, one to two spaces should be available at all times on each block face and within each parking facility. Such guidance would include thresholds or triggers related to both:

- Performance of the existing parking system, including the availability of on-street and off-street parking during peak and off-peak periods
- Amount of recent and prospective development in downtown

#### 4.1 Mark Individual On-Street Parking Spots

Identifying and marking on-street parking spaces facilitates efficient use of the curb space. This strategy eliminates “dead spaces” between parked cars and increases the available parking while promoting orderly on-street parking operations. The City of Paducah has implemented this measure along Broadway and the 300 block of Kentucky Street, and is viewed as successful. However, all other streets do not have markings that identify parking spots.

It is recommended on-street parking in the Service Area be defined by “T” pavement markings. A striping plan should be prepared showing the locations, dimensions, and set backs from the corners, along with fire hydrants and other no-parking zones. Figure 4.1 shows inefficient use of parking space along Second Street between Broadway and Kentucky Street. A loss of one (1) parking space at this block represents a 5% inefficiency in parking management.



**Figure 4.1** *Parking condition on Second Street*

#### 4.2 Loading Zone

Loading zones are designated areas in the parking lane reserved for the loading and unloading of deliveries to buildings. These zones are typically for commercial vehicles. They are not designated as reserved parking for business patrons or employees. Any commercial vehicle may park in any loading zone to load and unload for up to a short period of time (typically 30 minutes). Loading zones are usually requested by merchants or building owners through an agency of the city (Department of Public Works) and normally associated with an annual fee.

In Downtown Paducah, there is one (1) loading zone located at the southwest corner of Broadway and Second Street. The zone is marked on the pavement only, making it difficult to observe, especially if the pavement were to be covered by snow and/or ice. Furthermore, typical parkers are expecting a normal traffic sign indicating the location of the loading zone, the absence of one making it even more difficult for the area to be observed and respected for its proper use.

During the parking occupancy study, we noticed that most commercial vehicles either park at the parking lane or double park for the purpose of delivery or pick up. This is a normal and accepted practice at most cities, both small and large metropolitan areas.



**Figure 4.2** *Commercial Vehicle Delivery on Broadway*

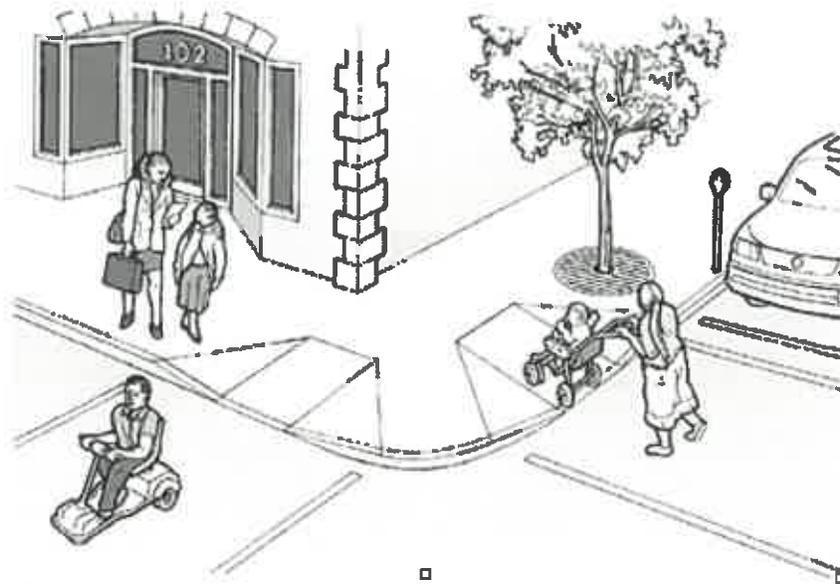
### **4.3 Accessibility & Parking**

The City of Paducah wants to be proactive and responsive to downtown residents, visitors, and workers, including people with disabilities. Pedestrian walkways and sidewalks play a key role in providing access to services offered to the public by private businesses and institutions. When walkways cross a curb at intersections, a ramp or sloped surface is needed.

It should be noted that the existing regulatory framework for ADA parking on the existing on-street parking, or unaltered public right of way is not required. However, the City of Paducah may consult with the US Access Board guidelines in undertaking access improvements at existing streets. This work may initially include the streets in the Service Area.

Because a town will not be able to install curb ramps or other improvements at all town streets right away, the town's plan for accessible parking improvements should set priorities for which

streets that will benefit most from the improvements. Towns must give priority to walkways serving the downtown area because of the employment opportunities, high density, and a mix of uses. To achieve or maintain program accessibility, a town should develop procedures to allow input from the public and focus on at specific intersections or zones slated for re-development and also frequented by people with disabilities.



**Figure 4.2** Curb ramps when walkway cross a curb at Intersection

Below, are some technical guidance and factors for consideration by the City of Paducah:

**Accessible Spaces-** Where on-street public parking is provided in commercial districts, accessible on-street parking spaces shall be included in the total provided in the project or project area in accordance with proposed ADAAG Section 208.2 and shall be dispersed within the project area. A vast amount of public parking in urban areas is located along public streets and within the public right of way. A portion of this parking needs to be accessible according to the United States Access Board- Section X02.6 Vehicular Ways and Facilities. For consistency, it is generally agreed to use the same ratios for accessible parking as are already in use for parking lots. Required accessible parking space is 1 for the total of up to 26 parking spaces.

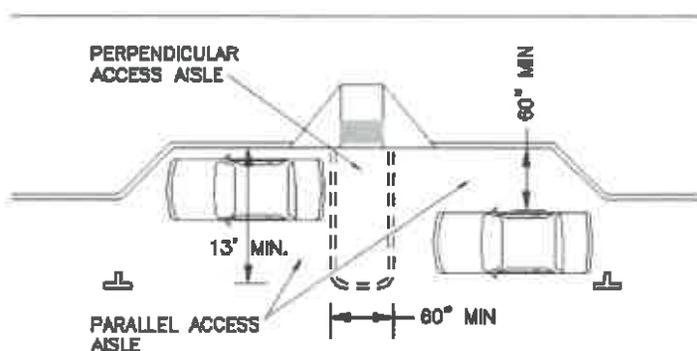
Spaces should be located in close proximity to the entrances of buildings/facilities. In a downtown setting- where blocks are 300-400 feet long, the spaces might be located near or adjacent to the curb ramps at intersections. This way users are provided access to intersecting streets and its accessible paths/sidewalks, and in multiple directions.

Accessible spaces shall be dispersed within the project area. Accessible on-street parking may also be combined with off-street parking serving the same project area if equal or greater access is provided in terms of distance from an accessible entrance, user cost, and convenience.

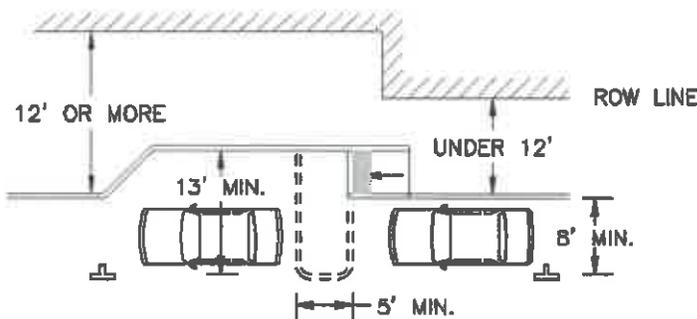
**Parallel parking spaces-** Where accessible parallel parking is provided, a parallel access aisle at least 60 inches wide shall be provided at street level the full length of the accessible parking space.

The parallel access aisle shall connect at the head or foot of the parking space to a 60-inch wide minimum perpendicular access aisle that shall extend the full width of the parking space. Two parallel parking spaces may share a perpendicular access aisle. The vehicular travel lane shall not encroach on any required access aisle. The area between any curb and the *pedestrian access route* shall comply with Section X02.1.5 in order to allow the deployment of a side lift from a wheelchair accessible space and shall be connected to the pedestrian access route.

**EXCEPTION:** Where the width of the public pedestrian right-of-way between the extension of the normal curb and boundary of the public right-of-way is less than 12 feet, a parallel access aisle is not required at parallel parking spaces. An engineering study and detailed implantation plan will be required.

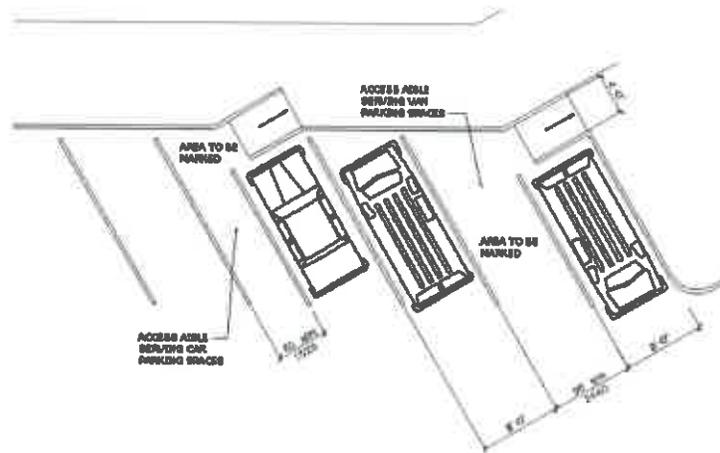


**Figure 4.3** Accessible Parking with Parallel Access Aisle



**Figure 4.3.1** Accessible Parking without Parallel Access Aisle

**Perpendicular and/or angled parking spaces-** Where perpendicular or angled parking is provided, a parallel access aisle at least 60 inches wide shall be provided at street level the full length of the accessible parking space. At van accessible parking spaces, a parallel access aisle at least 96 inches wide shall be provided at street level the full length of the van accessible parking space. Two perpendicular parking spaces may share an access aisle.



#### 4.2.2 Angle Parking with Access Aisle

**Parking space signage & marking-** Parking spaces required to be accessible shall be designated as reserved by a sign that complies with proposed ADAAG Section 502.6. Van accessible spaces shall contain an additional sign "Van Accessible" mounted below the symbol of accessibility. Signs shall be located within the width or length of the space they serve and located within 3 feet of the head of the parking space so as not to interfere with the operation of a side lift or a passenger side transfer. Access aisles shall be marked so as to discourage parking in them.

**Obstruction-** Obstructions such as *street furniture*, fire hydrants, parking meters, signs, mailboxes, landscaping, and trash receptacles shall not be placed adjacent to the accessible space in a manner that may interfere with the operation of a side lift or a passenger side transfer.

#### 4.4 Upgrade Public Parking Lots, Signage, and Wayfinding

The City of Paducah currently has several public parking lots with a total of 608 spaces. The average utilization rate (normal weekday or weekend) is low, approximately at 22%. These are great parking assets in downtown and utilization rates will increase overtime as more activities and developments are implemented. We recommend an assessment and needs analysis at individual facilities. Following the analysis, improvement plans may be prepared for each lot addressing adequate and better lighting, functional and easy-to-navigate pedestrian access, landscaping, and signage.

Signage is crucial to clearly communicating parking locations and regulations, as well as making sure that parking is visible, accessible, and effectively utilized as public-parking. The city should prioritize a system-wide upgrade of parking signage and wayfinding.

As illustrated in the differences of the pictures below, landscaping, pedestrian oriented lighting, and easy pedestrian access to the lots provide curb appeal and increased safety to parkers on the parking lot located in the right picture. It is crucial to indicate that such lots are "Public" and "Free," and also identify them by name or brand.



*Kentucky and 3rd St.*



*Marine Way and Clark St.*

**Figure 4.3** *Examples of public parking lots in Downtown Paducah*

#### **4.5 Secure Parking for Use by Employees at City-Owned Lots**

It is recommended that the city explore the feasibility of securing existing parking supply at city-owned lots for use by employees in the Service Area. The feasibility study may not indicate an imminent need. However, it provides an option to address future parking shortages in the downtown core.

#### **4.6 Adopt Procedures for Program Monitoring and Parking Enforcement**

Presently, on-street parking is either un-regulated or regulated by signs indicating 2-HR parking from 9:00 AM to 5:00 PM. We did not notice any enforcement of this regulation during the inventory and parking usage study. It is recommended that new procedures and policies be adopted for monitoring, enforcement, and reporting of such regulations. Clear and consistent policies, especially in the Service Area, are essential to understanding and communicating parking management to the general public. Specific recommendations include:

- Develop and implement specific methodologies for tracking benchmarks (i.e. compliance monitoring; day of week and time of day, and location of infractions)
- Document any additions or loss of public and private parking within the downtown core
- Adopt specific guidelines for downtown parking enforcement (focus area; citation method and amount of fine; appeal process; collection; communication with merchants and downtown visitors, etc.)
- Update and/or adopt specific guidelines and policies for enforcement officers that continue to emphasize an “ambassador” approach
- Review citation data and identify common infractions and citations. Define new metrics and benchmarks for enforcement
- Create and issue quarterly reports on system performance for circulation among parking/city staff
- Review the location and adopt a strategy for 2-Hr Parking regulation in downtown. The strategy should initially focus on high demand parking areas (i.e. Broadway, Market House Square) in order to yield in more turn-over of parking spaces. Remove all other parking regulation signs outside of the focus area, especially if they are not subject to enforcement.



**Figure 4.4**     **Parking Regulation Sign on Fourth Street**

## SECTION 5- PUBLIC ENGAGEMENT

The City of Paducah held an open-house public information event on February 13, 2020. The event was held in the City Hall Atrium from 2:00pm to 6:00pm. Over 40 people attended the event.

The purpose of the open-house was to gather input from the public regarding their parking experience Downtown. City staff invited the public to:

- 1) Provide input on existing barriers to parking, mobility, and access; and
- 2) Provide insight on ways to improve parking and mobility.

The City's Planning Department set up four stations to gather information and hear the public's feedback.

*Table 1: Your Parking Experience – City staff gathered baseline data from the public.*

- What activities bring you Downtown?
- When do you visit? How often do you come?
- Where do you typically park?
- Where do you park when your typical spot is not available?
- How would your behavior change if free parking was not easy to find 1 block from your destination?

*Table 2: Parking Assessment Data Collected - Concepts 21 shared the parking assessment data collected and analysis of future growth impact to Downtown.*

*Table 3: Improving Your Parking Experience Today and in the Future - City staff asked the public to provide information about existing barriers to parking, and to assess and prioritize different methods to improve the public's parking experience.*

*Table 4: Ask the City Planner – Open Q&A on the City Block Development Project - City staff was available to talk with the public about the City Block project, to listen to concerns, and to answer questions. The public was invited to write down any additional feedback for the public record – parking related or not – for the City Block project.*

## Key Findings from the Open-House

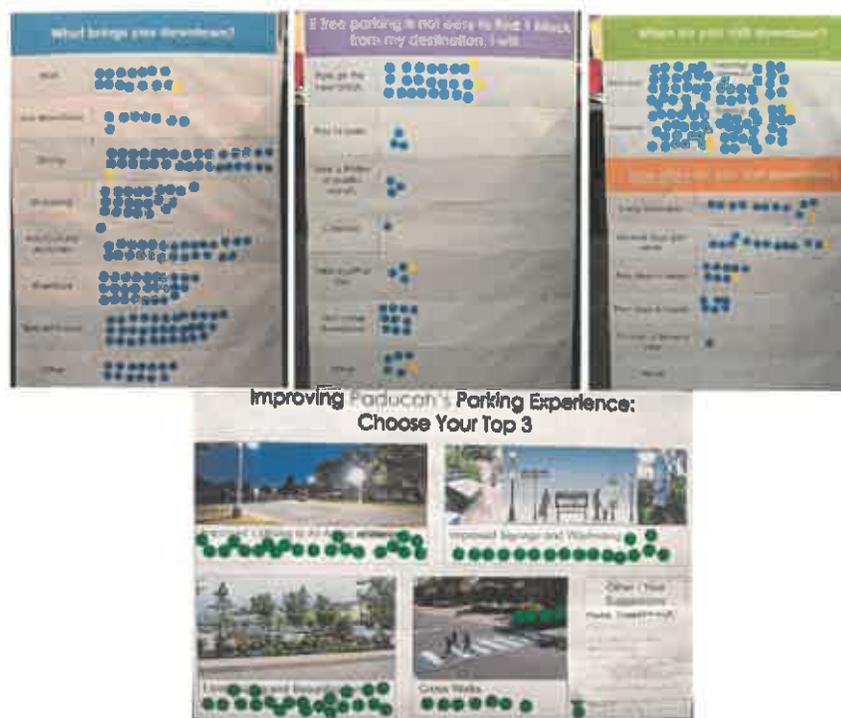
- The open house gathered information from a diverse mix of Downtown users, including residents, workers, and visitors.
- Dining, shopping, cultural activities, the Riverfront, and special events were equally represented as activities that drew people Downtown. No one activity dominated over the others.
- The open house received an even mix of participants who visit Downtown on weekdays and weekends; during the daytime and during the evening hours.
- Over 80% of participants come downtown at least several times per week.
- When asked, "When have you had trouble parking downtown?" the most common answer (11 of 28 responses) was, "I do not have trouble parking."
- When asked, "If free parking is not easy to find 1 block from my destination, I will...", most participants stated they would park on the next block.
- Participants questioned why the study was done in November and December, citing that there are more events occurring in warmer months. The study's purpose was to capture parking utilization during a typical day/time. November and December were good months to undertake the parking assessment because the holidays are when Downtown's small businesses do most of their business. BBQ on the River, Spring Quilt Week, and other cultural events are not typical days and do not reflect typical, "organic" business as usual patterns Downtown.
- Participants questioned if parking counts were taken during evenings and on weekends. The parking assessment did counts during the weekday, weekend, and weekend evenings. These periods mirror the responses we received from participants when asked the question, "When do you visit downtown?"
  - \* Weekdays around lunch time
  - \* Saturdays around lunch time
  - \* Saturday evenings
- Participants noted that physical distance and an unpleasant environment (lighting, landscaping, shade) discouraged people from coming downtown.
  - \* The walk from the parking lot to a destination was physically too far for 9 participants.
  - \* The route was unpleasant, dark, poorly lit, or feels unsafe for 7 participants.

- Participants were shown several alternatives to improving Downtown's parking experience and asked to rank their top three choices. Below are the ten alternatives in ranked order:

1. Landscaping and Beautification of parking lots (21 votes)
2. Improved lighting to all areas of the parking lot (21)
3. Improved signage and wayfinding (17)
4. Clear signage (enforcement) (9)
5. Education and improved enforcement (9)
6. Accessible spaces (8)
7. Cross walks (7)
8. Marking parking spaces (5)
9. Parking finder app (3)
10. Smart Meters (2)

City staff received 23 additional comments on the City Block Development Project. These comments are provided in Appendix B.

A snapshot of how people responded is shown below:



**Figure 5.1** Comments from Attendees/Open-House

## **SECTION 6- CONCLUSION & RECOMMENDATIONS**

### **1- City Block Re-Development**

As discussed in Section 3, parking supply within the 1 block area of the proposed development will be sufficient meeting the parking demand. The majority of the establishments (shops, restaurants; offices, residential, etc.) including the City Block Re-Development is within 1 minute walking distance from public parking facilities. In fact, it is estimated that a surplus of 118 parking spaces will remain available through existing parking facilities- both on-street and off-street, for future growth and/or new projects needing parking. No action is required at this time.

### **2- Conduct a Parking Utilization Study**

The study will seek to better utilize existing parking supply and if feasible, add to the existing supply in the Service Area. The study should consider the following:

- Efficient On-Street Parking- The study will explore maximizing on-street parking through marking parking spots for better utilization and orderly operations in the Service Area.
- Explore additional On-Street Parking Opportunities-
  1. The study will examine the feasibility of additional on-street parking on 3rd Street (between Clark and Kentucky Streets and Jefferson and Monroe Streets).
  2. Explore on-street parking on Water Street through re-stripping the center-line; lane reduction, re-stripping, and/or angle parking.
  3. Explore the feasibility of angle parking along Jefferson Street.
  4. Explore on-street parking on Second Street from Jefferson to Monroe Streets through re-aligning the center-line and allowing parking on 1 side of the street.

### **3- Downtown Accessibility Study**

Conduct an Accessible Parking study for Downtown Paducah. This will meet not only the ADA guidelines for accessible parking spaces in downtown, but also the desire of the City of Paducah wanting to be proactive and responsive to downtown residents, visitors, and workers, including people with disabilities.

### **4- Upgrade Public Parking Lots, Signage, and Wayfinding**

Conduct individual assessment and improvements of the city-owned and/or public lots. The study should consider parking experience and safety improvements. Improvements should consider better and adequate lighting, convenient pedestrian access, landscaping, wayfinding, and signage.

### **5- Adopt Formal Procedures for Program Monitoring and Parking Enforcement**

The recommendations above will require policy direction and resources to complete plans and implement them. The following table begins to suggest an action plan achieving the goals of improving parking experience in Downtown Paducah.

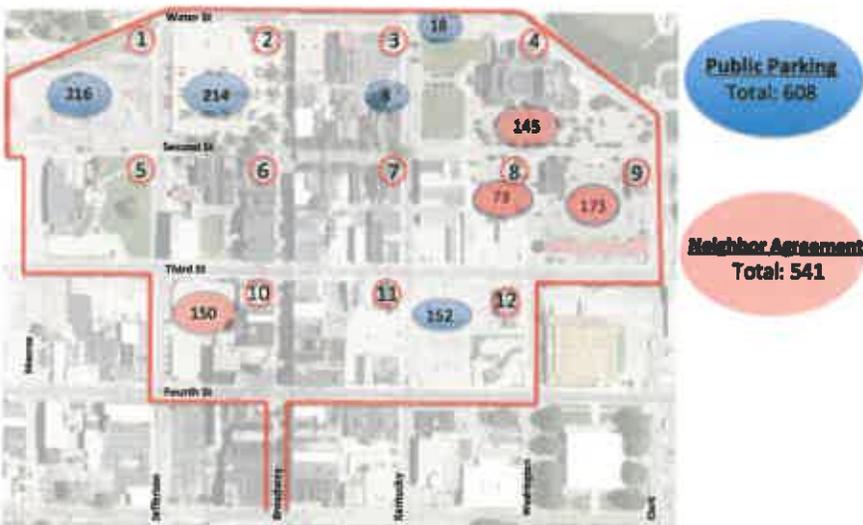
| <b>Items</b>                        | <b>Near Term (1-3 YR)</b> | <b>Medium Term (3-5 YR)</b> | <b>Long Term &gt; 5 YR</b> |
|-------------------------------------|---------------------------|-----------------------------|----------------------------|
| <b>Parking Utilization Study</b>    | <b>X</b>                  |                             |                            |
| <b>Downtown Accessibility Study</b> | <b>X</b>                  |                             |                            |
| <b>Upgrade Public Lots</b>          |                           | <b>X</b>                    |                            |
| <b>Parking Enforcement</b>          |                           |                             | <b>X</b>                   |

**Table 5** *Suggested Improvements & Priorities*

## APPENDIX A PARKING SUPPLY AND USAGE DATA

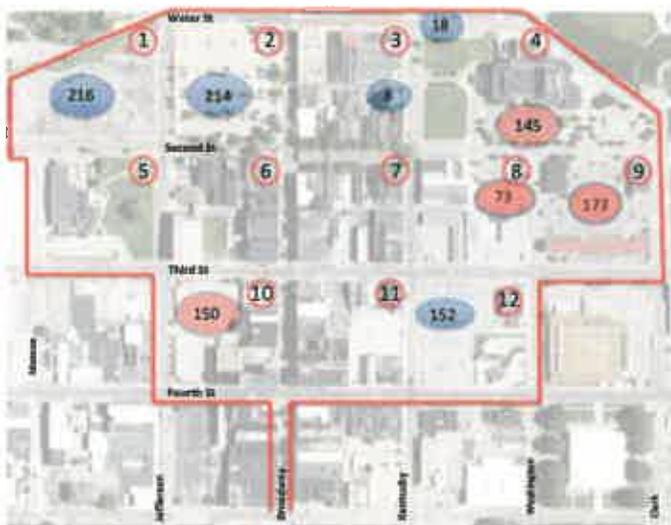
| OFF-STREET PUBLIC PARKING INVENTORY & USAGE DATA |                |               |          |          |                             |           |           |
|--|----------------|---------------|----------|----------|-----------------------------|-----------|-----------|
| BLOCK  | PARKING SUPPLY | PARKING USAGE |          |          |                             |           |           |
|  |                | Nov 15        | Nov 16   | Nov 23   | Nov 30                      | Dec 14    | Dec 18    |
|  |                | 1:00 PM       | 12:00 PM | 6:00 PM  | 1:00 PM                     | 11AM-6 PM | 11:00 PM  |
| BLOCK 1  | 216            | 1             | 2        | 0        | 23                          | 3         | 2         |
| BLOCK 2  | 214            | 85            | 115      | 97       | 212                         | 70        | 47        |
| BLOCK 3  | 8              | 6             | 4        | 4        | 6                           | 6         | 6         |
| BLOCK 4  | 18             | 10            | 10       | 10       | 10                          | 2         | 2         |
| BLOCK 5  | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 6  | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 7  | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 8  | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 9  | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 10   | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 11   | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 12   | 152            | 17            | 3        | 8        | 7                           | 7         | 24        |
|  |                | Friday        | Saturday | Saturday | Saturday after Thanksgiving | Saturday  | Wednesday |

### 1- Off Street Public Parking Inventory and Usage Data



**OFF-STREET NEIGHBOR AGREEMENT PARKING INVENTORY & USAGE DATA**

| BLOCK                              | PARKING SUPPLY | PARKING USAGE |          |          |                             |           |           |
|------------------------------------|----------------|---------------|----------|----------|-----------------------------|-----------|-----------|
|                                    |                | Nov 16        | Nov 18   | Nov 23   | Nov 30                      | Dec 14    | Dec 18    |
|                                    |                | 1:00 PM       | 12:00 PM | 6:00 PM  | 1:00 PM                     | 11AM-8 PM | 11:00 PM  |
| BLOCK 1                            | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 2                            | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 3                            | 0              |               |          |          |                             |           |           |
| BLOCK 4                            | 145            | 24            | 31       | 87       | 15                          | 4         | 9         |
| BLOCK 5                            | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 6                            | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 7                            | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 8                            | 73             | 30            | 18       | 46       | 27                          | 38        | 36        |
| BLOCK 9                            | 173            | 16            | 2        | 41       | 5                           | 25        | 10        |
| BLOCK 10                           | 150            | 84*           | 10**     | 10**     | 10**                        | 4         | 84        |
| BLOCK 11                           | 0              | -             | -        | -        | -                           | -         | -         |
| BLOCK 12                           | 0              | -             | -        | -        | -                           | -         | -         |
|                                    |                | Friday        | Saturday | Saturday | Saturday after Thanksgiving | Saturday  | Wednesday |
| * Data used from December 18 count |                |               |          |          |                             |           |           |
| ** Estimated                       |                |               |          |          |                             |           |           |



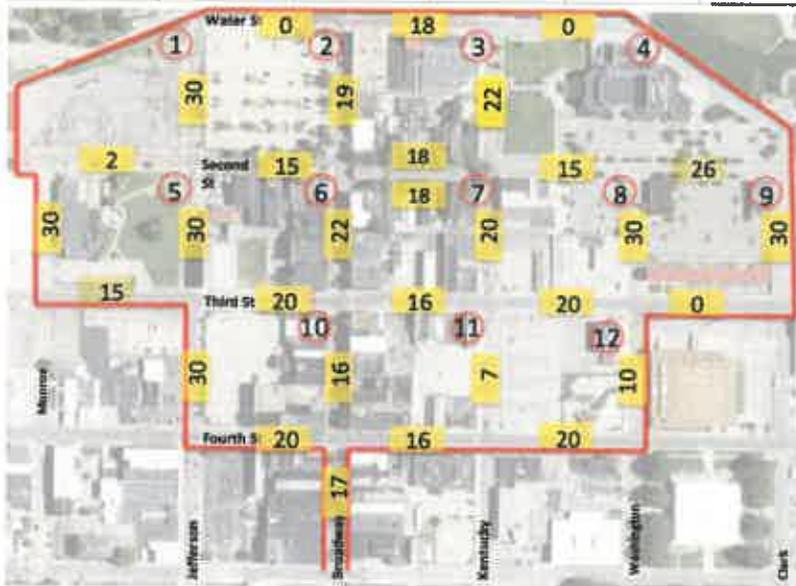
**Public Parking**  
Total: 608

**Neighbor Agreement**  
Total: 541

**2- Off Street Neighbor Agreement Parking Inventory and Usage Data**

### 3- On Street Parking Inventory and Usage Data

| ON-STREET PARKING INVENTORY & USAGE DATA |                |               |          |          |                             |           |           |
|--|----------------|---------------|----------|----------|-----------------------------|-----------|-----------|
| STREET                                   | PARKING SUPPLY | PARKING USAGE |          |          |                             |           |           |
|  |                | Nov 15        | Nov 16   | Nov 23   | Nov 30                      | Dec 14    | Dec 18    |
|  |                | 1:00 PM       | 12:00 PM | 6:00 PM  | 1:00 PM                     | 11AM-6 PM | 11:00 PM  |
| Water                                    | 18             | 7             | 5        | 6        | 14                          | 7         | 10        |
| Second                                   | 94             | 30            | 39       | 43       | 37                          | 38        | 42        |
| Third                                    | 71             | 8             | 17       | 12       | 19                          | 14        | 19        |
| Fourth                                   | 56             | 11            | 0        | 2        | 21                          | 12        | 20        |
| Monroe                                   | 30             | 1             | 1        | 1        | 1                           | 1         | 1         |
| Jefferson                                | 90             | 0             | 0        | 0        | 13                          | 0         | 0         |
| Broadway                                 | 74             | 60            | 71       | 60       | 72                          | 59        | 65        |
| Kentucky                                 | 49             | 27            | 28       | 28       | 31                          | 30        | 22        |
| Washington                               | 40             | 1             | 0        | 0        | 0                           | 0         | 1         |
| Clark                                    | 30             | 4             | 4        | 6        | 6                           | 0         | 0         |
|  |                | Friday        | Saturday | Saturday | Saturday after Thanksgiving | Saturday  | Wednesday |



**On-Street Parking**  
Total: 563

4- Data provided by the City of Paducah Staff

| Public Parking Lots          | : Friendly Neighbor<br>Public Spots   Spots | Mon 1pm  | Tues 1pm | Wed Noon | Thur. 2pm | Fri 1pm  | Sat. Noon | Sat. 6am | Sun 12:30pm | Sat 1pm  | Tue 3pm |
|------------------------------|---|----------|----------|----------|-----------|----------|-----------|----------|-------------|----------|---------|
|                              |   | 11/11/19 | 11/12/19 | 11/13/19 | 11/14/19  | 11/15/19 | 11/16/19  | 11/23/19 | 11/24/19    | 11/30/19 | 12/3/19 |
| Block 1:                     | 216   | 1        | 1        | 3        | 2         | 1        | 2         | 0        | 3           | 23       | 4       |
| Block 2:                     | 214   | 49       | 50       | 112      | 59        | 85       | 115       | 97       | 67          | 212      | 45      |
| Block 3 (circled lot):       | 8   | 5        | 4        | 4        | 6         | 6        | 4         | 4        | 4           | 6        | 5       |
| Block 4 (circled lots):      | 14  | 19       | 10       | 75       | 17        | 24       | 31        | 87       | 7           | 15       | 9       |
| Block 8 (circled lot):       | 73  | 21       | 20       | 28       | 26        | 30       | 18        | 46       | 6           | 27       | 18      |
| Block 9 (circled lot):       | 173   | 4        | 7        | 8        | 17        | 16       | 2         | 41       | 1           | 5        | 15      |
| Block 12 (circled lot):      | 152   | 17       | 17       | 22       | 17        | 17       | 3         | 8        | 5           | 7        | 28      |
| On Street - Broadway         |   |          |          |          |           |          |           |          |             |          |         |
| 100 Block                    | 17  | 13       | 13       | 15       | 7         | 13       | 16        | 15       | 15          | 17       | 9       |
| 200 Block                    | 21  | 10       | 16       | 18       | 13        | 17       | 20        | 18       | 14          | 22       | 17      |
| 300 Block                    | 21  | 5        | 7        | 13       | 13        | 14       | 19        | 10       | 0           | 18       | 11      |
| 400 Block                    | 17  | n/a      | n/a      | n/a      | n/a       | n/a      | n/a       | 18       | 4           | 19       | 11      |
| On Street - Jefferson        |   |          |          |          |           |          |           |          |             |          |         |
| 100 Block -                  | not marked                                  | 0        | 0        | 0        | 0         | 0        | 0         | 0        | 0           | 10       | 0       |
| 200 Block -                  | not marked                                  | 0        | 0        | 0        | 0         | 0        | 0         | 0        | 0           | 3        | 0       |
| 300 Block -                  | not marked                                  | 1        | 1        | 0        | 0         | 0        | 0         | 0        | 3           | 0        | 0       |
| On Street - Kentucky         |   |          |          |          |           |          |           |          |             |          |         |
| 100 Block                    | not marked                                  | 11       | 7        | 17       | 12        | 13       | 9         | 11       | 8           | 15       | 7       |
| 200 Block                    | not marked                                  | 4        | 12       | 15       | 13        | 13       | 18        | 17       | 0           | 16       | 13      |
| 300 Block                    | not marked                                  | 0        | 0        | 0        | 2         | 1        | 1         | 0        | 0           | 0        | 1       |
| On Street - Washington       |   |          |          |          |           |          |           |          |             |          |         |
| 200 Block                    | not marked                                  | 0        | 0        | 0        | 0         | 0        | 0         | 0        | 0           | 0        | 0       |
| 300 Block                    | not marked                                  | 0        | 2        | 0        | 0         | 1        | 0         | 0        | 0           | 0        | 3       |
| On Street - Clark            |   |          |          |          |           |          |           |          |             |          |         |
| 100 Block                    | not marked                                  | 2        | 2        | 15       | 1         | 4        | 5         | 6        | 0           | 0        | 0       |
| 200 Block                    | not marked                                  | 0        | 0        | 0        | 0         | 0        | 0         | 0        | 0           | 0        | 0       |
| On Street - Witter Street    |   |          |          |          |           |          |           |          |             |          |         |
| Jefferson-Broadway           | not marked                                  | 0        | 0        | 0        | 0         | 0        | 0         | 0        | 0           | 0        | 0       |
| Broadway - Kentucky          | not marked                                  | 6        | 5        | 12       | 10        | 7        | 5         | 6        | 8           | 14       | 6       |
| Kentucky - Clark             | no parking                                  | 0        | 0        | 0        | 0         | 0        | 0         | 0        | 0           | 0        | 0       |
| On Street - 2nd / Muline Way |   |          |          |          |           |          |           |          |             |          |         |
| Madison-Jefferson            | not marked                                  | 0        | 0        | 0        | 0         | 0        | 0         | 0        | 0           | 0        | 0       |
| Jefferson-Broadway           | not marked                                  | 4        | 5        | 6        | 6         | 7        | 5         | 7        | 3           | 11       | 2       |
| Mrk House Square - East      | not marked                                  | 6        | 9        | 12       | 1         | 12       | 13        | 13       | 12          | 13       | 4       |
| Mrk House Square - West      | not marked                                  | 8        | 4        | 11       | 3         | 2        | 9         | 12       | 2           | 13       | 5       |
| Kentucky - Washington        | not marked                                  | 4        | 7        | 20       | 7         | 9        | 10        | 11       | 0           | 0        | 8       |
| Washington - Clark           | not marked                                  | 1        | 0        | 0        | 0         | 0        | 2         | 0        | 0           | 0        | 0       |
| On Street - 3rd Street       |   |          |          |          |           |          |           |          |             |          |         |
| Madison-Jefferson            | not marked                                  | 0        | 0        | 0        | 0         | 0        | 0         | 0        | 0           | 0        | 0       |
| Jefferson-Broadway           | not marked                                  | 2        | 6        | 6        | 5         | 5        | 9         | 7        | 4           | 12       | 3       |
| Broadway - Kentucky          | not marked                                  | 10       | 7        | 12       | 10        | 3        | 8         | 5        | 5           | 7        | 6       |
| Kentucky - Washington        | not marked                                  | 0        | 0        | 0        | 0         | 0        | 0         | 0        | 0           | 0        | 0       |
| Washington - Clark           | no parking                                  | 0        | 0        | 0        | 0         | 0        | 0         | 0        | 0           | 0        | 0       |
| On Street - 4th Street       |   |          |          |          |           |          |           |          |             |          |         |
| Jefferson-Broadway           | not marked                                  | 3        | 9        | 3        | 7         | 6        | n/a       | 1        | 2           | 7        | 8       |
| Broadway - Kentucky          | not marked                                  | 2        | 5        | 12       | 3         | 5        | n/a       | 1        | 3           | 14       | 9       |
| Kentucky - Washington        | not marked                                  | 0        | 0        | 0        | 0         | 0        | 0         | 0        | 1           | 0        | 0       |

February 25, 2020

At a Regular Meeting of the Board of Commissioners, held on Tuesday, February 25, 2020, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

**INVOCATION:**

Commissioner McElroy led the Invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Harless led the pledge.

**ADDITIONS:**

City Manager James Arndt requested that Item II(B) – Approve MOU with Sprocket, be added.

**CONSENT AGENDA**

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

|      |  |
|------|--|
| I(A) | Approve Minutes for the February 11, 2020 Meeting of the Board of Commissioners of the City of Paducah   |
| I(B) | Receive and File Documents:<br><i>Minute File:</i><br><ol style="list-style-type: none"><li>1. Emergency Procurement – qualified professional engineering firm – Bridge replacement Buckner Lane (signed by City Manager January 23, 2020)</li></ol><br><i>Contract File:</i><br><ol style="list-style-type: none"><li>1. Agreement between City of Paducah and the Paducah Police Department Bargaining Unit (<b>ORD 2020-02-8616</b>)</li><li>2. Agreement between City of Paducah and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters (IAFF) (<b>ORD 2020-02-8617</b>)</li><li>3. Renewal Agreement – EPW Concrete Program One-Year Renewal (<b>MO #2080</b>)</li><li>4. Agreement between City of Paducah and HDR Engineering, Inc. – Transient Dock Project – Environmental Permitting (<b>Signed by City Manager</b>)</li></ol><br><i>Bids File:</i><br><ol style="list-style-type: none"><li>1. Comcast of the South – Cable TV service for City of Paducah (only bid)</li></ol> |
| I(C) | Appointment of Chris Cappock to the Brooks Stadium Commission. This term shall expire December 31, 2023.   |
| I(D) | Personnel Actions  |

February 25, 2020

|      |   |
|------|---|
| I(E) | A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2019-2020 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY <b>(MO#2317; BK 11)</b>  |
| I(F) | A MUNICIPAL ORDER AMENDING THE FY2019-2020 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY <b>(MO#2318; BK 11)</b>   |
| I(G) | 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 <b>(MO#2319; BK 11)</b>  |
| I(H) | 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) <b>(MO#2320; BK 11)</b> |
| I(I) | 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 <b>(MO#2321; BK 11)</b>                     |
| I(J) | 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 <b>(MO#2322; BK 11)</b>               |
| I(K) | 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 <b>(MO#2323; BK 11)</b> |
| I(L) | A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AND ADOPTING THE 2019 PADUCAH PARKS AND RECREATION MASTER PLAN <b>(MO#2324; BK 11)</b>  |

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

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

February 25, 2020

**MUNICIPAL ORDERS**

**BID OF REMOTEC, INC., FOR PURCHASE OF AN EXPLOSIVE ORDNANCE DISPOSAL ROBOT**

Commissioner McElroy offered motion, seconded by Commissioner Watkins, that the Board of Commissioners adopt a Municipal Order entitled, “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.”

Adopted on call of the roll, yeas, Mayor Harless, Commissioners Abraham, McElroy, Watkins, and Wilson (5) (MO#2325, BK 11)

**MEMORANDUM OF UNDERSTANDING BETWEEN SPROCKET, INC. AND THE CITY OF PADUCAH**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN SPROCKET, INC. AND THE CITY OF PADUCAH FOR THE CONSTRUCTION OF A CO-WORKING AND BUSINESS START-UP INCUBATOR.”

Adopted on call of the roll, yeas, Mayor Harless, Commissioners Abraham, McElroy, Watkins, and Wilson (5) (MO #2326, BK 11)

**SUSPEND ORDER**

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the rules for conducting City Commission meetings be suspended insofar as they are in conflict with the printed agenda for this meeting, in order to allow for public comments related to Item III(A) before said item is voted upon.

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

**PUBLIC COMMENTS**

The following persons signed up for and offered comments on postponing the Request for Bids for the construction of a municipal sports and recreational facility:

|                     |                 |                  |                    |               |
|---------------------|-----------------|------------------|--------------------|---------------|
| Steven Lowe         | Preston Ursini  | Buzz Vontesmar   | Randall Knight     | Grant Gagnon  |
| Ryan Hagan          | Regina Varvel   | James Bobik      | Yvonne Gray        | Wes Hagan     |
| Rita Otey           | Victoria Terra  | Michael Smith    | Blair Tolar        | Shae Faulkner |
| Tom Dorrah          | Samuel Davis    | David Frantz     | Ron Ward           |               |
| Tina Cavitt         | Marc Bridges    | Stephanie Varvel | Iftakhar Chondhury |               |
| Kendall Cappalletti | Melynda Burnett | Ron Golden       | Nick Warren        |               |
| Matt Baker          | Dale Yancy      |                  | Pam Matlock        |               |

February 25, 2020

- Mayor Harless made a presentation regarding the Aquatics and Recreation Facility. A copy of the presentation can be found in the Minutes File. Public Information Officer, Pam Spencer, offered the following summary:

Mayor Brandi Harless also made a presentation to provide information about the development of the facility and addressed some of the concerns that she has heard in the community.

- Community Concern: *This project has been rushed.* One of the slides in the presentation listed a timeline of more than two dozen meetings, engagement opportunities, and plans related to the facility.
- Community Concern: *This project is only for a certain group of people.* Mayor Harless stressed that the goal is to create a center for all citizens that breaks even financially. One of the slides listed the various amenities that are in the facility's design.
- Community Concern: *Location.* The Noble Park location is beneficial to numerous neighborhoods and a diverse population of Paducah.
- Community Concern: *Financial Feasibility.* Mayor Harless explained that the City is working to hire a professional management company that will work to meet revenue goals. Plus, the Friends of the Park organization is dedicated to raising funds to assist with the facility's future. The City also is seeking a medical partner tenant to provide an additional revenue stream. Regarding the bond payments, the paying off of other debt issues within the next few years will release funds to pay for the facility.
- Community Concern: *Affordability for Community Members.* Charitable donations and partners will work to provide scholarships for the various sports programs and equipment.
- Community Concern: *Other sports.* Mayor Harless reminded everyone that the City/County/CVB/CCC and McCracken County Sports Commission have a five-way interlocal agreement with each entity working on various sports, wellness, and recreation aspects. Mayor Harless wrapped up the presentation by outlining the progress to date and the next steps. The request for proposals for a management firm are due this Friday.

## **RESOLUTION**

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt a resolution entitled 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 2020."

Failed on a call of the roll, yeas Commissioner Abraham, (1), Nays - Commissioners McElroy, Watkins, Wilson and Mayor Harless (4).

## **ORDINANCE(S) – ADOPTIONS**

February 25, 2020

**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 adopt 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.

Adopted on call of the roll, yeas, Commissioner Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). **(ORD #2020-02-8618, BK 36)**

**ORDINANCE(S) – INTRODUCTION**

**ACCEPT BID OF ADAMS CONTRACTING LLC, PERKINS CREEK “BOB LEEPER” PEDESTRIAN BRIDGE PROJECT**

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance accepts the bid of Adams Contracting, LLC, in the amount of \$274,121, for the Perkins Creek “Bob Leeper” Pedestrian Bridge Project and authorizes the Mayor to execute a contract with Adams Contracting. Further, this ordinance authorizes the Finance Director to transfer \$80,000 from the Boyles Estate Trust into the Bob Leeper Bridge project account for expenditures related to the project.

**APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH BFW ENGINEERING & TESTING, INC., FOR THE FLOODWEALL SEAL CLOSURE PROJECT**

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance authorizes the Mayor to execute a professional services agreement in an amount not to exceed \$52,204 with BFW Engineering & Testing, Inc. for professional services related to the Floodwall Seal Closure Project.

**AMEND CODE OF ORDINANCES SECTION 78-32 RELATED TO VACATION LEAVE**

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 78 OF

February 25, 2020

THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This Ordinance is summarized as follows: This ordinance amends Section 78-32 of the Code of Ordinances of the City of Paducah to increase the rate at which vacation time accrues for employees of the City of Paducah based on the number of years of employment. 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. These rates do not apply to employees whose vacation accruals are governed by the rates set forth in the current applicable collective bargaining agreements, or otherwise specified in the ordinance.

**APPROVE A BUDGET AMENDMENT FOR BUILD GRANT MATCH AND PROJECT RELATED EXPENSES**

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “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’.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020, Ordinance No. 2019-6-8578, be amended by the following re-appropriation:

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

**ADJOURN**

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

Meeting ended at approximately 8:01 p.m.

ADOPTED: March 10, 2020

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

March 10, 2020

Deed File:

1. Quitclaim Deed – City of Paducah to 1469 Properties, LLC – Alley Closure West Side of 6<sup>th</sup> Street between 600 and 606 Broadway, 105 and 111 South 6<sup>th</sup> Street and 603 Kentucky Avenue (**ORD 2019-12-8601**)
2. Quitclaim Deed – City of Paducah to Irvin Cobb Limited Partnership - Alley Closure West Side of 6<sup>th</sup> Street between 600 and 606 Broadway, 105 and 111 South 6<sup>th</sup> Street and 603 Kentucky Avenue (**ORD 2019-12-8601**)

Contract File:

1. Cable Television Franchise Agreement between City of Paducah and Comcast of the South – **ORD 2020-02-8618**
2. Agreement to Purchase an Explosive Ordinance Disposal (EOD) Robot between City of Paducah and Remotec, Inc. – **MO #2325**
3. Fuel Supply Agreement between JSC Terminal, LLC d/b/a Midwest Terminal and City of Paducah – **ORD 2020-02-8615**

Financials File:

1. Paducah Water Works – Period ending January 31, 2020
2. City of Paducah – Comprehensive Annual Financial Report – Year Ended June 30, 2019

Bids File:

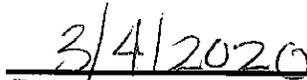
1. Surplus Property – Bid of Michael Petter 831 Campbell Street – **MO #2322**
2. Surplus Property – Bid of Dr. Velma J. Dennis – 2706 Ohio Street – **MO #2323**
3. Paducah Police Department – Bomb Squad – Explosive Ordinance Disposal (EOD) Robot – **MO #2325**

CITY OF PADUCAH  
March 10, 2020

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

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

  
\_\_\_\_\_  
Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
March 10, 2020**

**PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS**

**ADMINISTRATION**

|            | <b><u>PREVIOUS POSITION<br/>AND BASE RATE OF PAY</u></b> | <b><u>CURRENT POSITION<br/>AND BASE RATE OF PAY</u></b> | <b><u>NCS/CS</u></b> | <b><u>FLSA</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|------------|--|---|----------------------|--------------------|------------------------------|
| Wilson, Ty | Grants Administrator<br>\$20.30/hr                       | Grants Administrator<br>\$20.81/hr                      | NCS                  | Ex                 | March 12, 2020               |

**PARKS SERVICES**

|                   |  |  |     |        |                |
|-------------------|--|--|-----|--------|----------------|
| Wurth, Mary Ellen | Administrative Assistant III<br>\$18.70/hr | Administrative Assistant III<br>\$19.26/hr | NCS | Non-Ex | March 12, 2020 |
|-------------------|--|--|-----|--------|----------------|

**ENGINEERING**

|                       |   |  |     |    |                   |
|-----------------------|---|--|-----|----|-------------------|
| Topper-Curtis, Brandy | EPW Street Superintendent<br>\$34.85/hr | Engineering Technician III<br>\$34.85/hr | NCS | Ex | February 28, 2020 |
|-----------------------|---|--|-----|----|-------------------|

**POLICE - OPERATIONS**

|                     |                                |                                |     |        |                |
|---------------------|--------------------------------|--------------------------------|-----|--------|----------------|
| Buckingham, Rebecca | Telecommunicator<br>\$18.60/hr | Shift Supervisor<br>\$23.10/hr | NCS | Non-Ex | March 12, 2020 |
| Martin, Tara        | Telecommunicator<br>\$18.15/hr | Telecommunicator<br>\$18.60/hr | NCS | Non-Ex | March 12, 2020 |

**TERMINATIONS - FULL-TIME (F/T)**

**FIRE - SUPPRESSION**

|                |             |            |  |  |                   |
|----------------|-------------|------------|--|--|-------------------|
| Johnston, Ryan | Captain/EMT | Retirement |  |  | February 29, 2020 |
|----------------|-------------|------------|--|--|-------------------|

**TERMINATIONS - PART-TIME (PT)/TEMPORARY/SEASONAL**

**ENGINEERING - FLOOD WALL**

|                     | <b><u>POSITION</u></b> | <b><u>REASON</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|---------------------|------------------------|----------------------|------------------------------|
| Schmidt, Phillip B. | Temp Pump Operator     | Termination          | February 17, 2020            |
| Creasey, Gregory A. | Temp Pump Operator     | Termination          | February 28, 2020            |

**ADMINISTRATION**

|               |                     |             |                   |
|---------------|---------------------|-------------|-------------------|
| Fry, Harrison | City Manager Intern | Resignation | February 27, 2020 |
|---------------|---------------------|-------------|-------------------|

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

A MUNICIPAL ORDER APPOINTING SIDONIE HANCOCK TO  
FILL THE VACANCY OF THE LATE DR. WALLY MONTGOMERY AS A  
MEMBER OF THE BOARD OF TRUSTEES FOR THE OPERATION OF A  
MUNICIPAL COLLEGE IN THE CITY OF PADUCAH, KENTUCKY, FOR A  
PERIOD OF SIX YEARS:

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Pursuant to KRS 165.160 and KRS 165.200, it is hereby  
ordered that Sidonie Hancock be appointed as a member of the Board of Trustees of  
Paducah Junior College, to fill the vacancy created by the death of Dr. Wally  
Montgomery, that said Board of Trustees shall be composed of the following members:

|                              |                      |
|------------------------------|----------------------|
| Chris Black                  | Bruce Brockenborough |
| Teresa Spann                 | Lorraine Schramke    |
| M. Ann Denton                | Dr. William Wheeler  |
| John D. Williams             | Anne F. Gwinn        |
| Ken A. Wheeler               | Mike Sims            |
| Joseph H. Frampton           | Guthrie Allen        |
| R. Jeffrey Hines             | Sidonie Hancock      |
| Dr. Anton Reece – Ex Officio |                      |

SECTION 2. In accordance with the By-Laws of the Paducah Junior  
College, Section 4, this term shall be for a period of six years, and shall expire March 20,  
2026.

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, March 10, 2020  
Recorded by Lindsay Parish, City Clerk, March 10, 2020  
\\mo\appointment - paducah junior college 2020



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

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FOR A 2019 GRANT AWARD IN THE AMOUNT OF \$97,000 FOR AN AIRPORT TERMINAL ACCESS CONTROL SYSTEM FOR BARKLEY REGIONAL AIRPORT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT, KENTUCKY PROCUREMENT POLICY AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a 2019 State Homeland Security Grant through the Kentucky Office of Homeland Security, in the amount of \$97,000, adopted by Municipal Order No. 2239 on May 28, 2019, to be used for an Airport Terminal Access Control System for the Barkley Regional Airport; and

WHEREAS, the Kentucky Office of Homeland Security has approved the application and is now ready to award this grant in the amount of \$97,000.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount \$97,000 through the Kentucky Office of Homeland Security for an Airport Terminal Access Control System for the Barkley Regional Airport, and authorizes the Mayor to execute the Grant Agreement, the Kentucky Procurement Policy and all related documents. No local or in-kind match is required.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

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

Adopted by the Board of Commissioners March 10, 2020  
Recorded by Lindsay Parish, City Clerk, March 10, 2020  
MO\grants\award – KOHS Barkley Airport Terminal Control System



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

**Matthew G. Bevin**  
Governor

200 Mero Street  
Frankfort, KY 40622  
Phone 502-564-2081  
Fax 502-564-7764  
[www.homelandsecurity.ky.gov](http://www.homelandsecurity.ky.gov)

**John W. Holiday**  
Executive Director

October 16, 2019

The Honorable Brandi Harless  
The City of Paducah  
P. O. Box 2267  
Paducah, KY 42022-2267

RE: City of Paducah  
Homeland Security Grant Application # 19-135

Dear Mayor Harless:

On behalf of Governor Matt Bevin, the Kentucky Office of Homeland Security (KOHS) would like to congratulate you on your successful grant application submitted for FFY-2019 State Homeland Security Grant Program funding. The project referenced below has been awarded **\$97,000**.

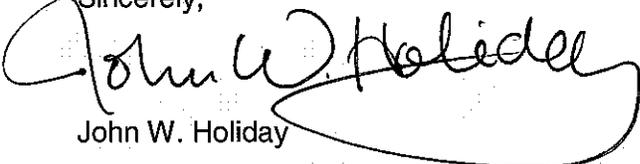
**Approved Scope of Work:** Provide funding for Internet Protocol (IP) video surveillance system and airport terminal access control system requested in application 19-135 for the Barkley Regional Airport.

**TAKE NO ACTION UNTIL YOU RECEIVE A FULLY EXECUTED GRANT AGREEMENT FROM OUR OFFICE.**

You and those listed on your application as project staff will receive an email soon with instructions on scheduling an appointment to meet with us at our Frankfort office to discuss your award. If you have any questions at any time, please do not hesitate to contact our grants management team, Jennifer Annis and Anna Roaden, at 502-564-2081.

Again, please accept our congratulations and best wishes for a successful project. My staff and I look forward to working with you throughout the course of this grant.

Sincerely,

  
John W. Holiday



# Commonwealth of Kentucky CONTRACT

|                       |     |            |              |
|-----------------------|-----|------------|--------------|
| <b>DOC ID NUMBER:</b> |     |            |              |
| SC                    | 094 | 2000001262 | Version: 1   |
|                       |     |            | Record Date: |

|                          |   |
|--------------------------|---|
| Document Description:    | City of Paducah 19-135  |
| Cited Authority:         | EMW-2019-SS-00030<br>2019 State Homeland Security Grant Program |
| Reason for Modification: |   |

|                        |                       |
|------------------------|-----------------------|
| <b>Issuer Contact:</b> |                       |
| Name:                  | Jennifer Annis        |
| Phone:                 | 502-564-2081          |
| E-mail:                | jennifer.annis@ky.gov |

|  |                                 |
|--|---------------------------------|
| <b>Vendor Name:</b><br>CITY OF PADUCAH | <b>Vendor No.:</b><br>KY0033652 |
| PO BOX 2267                            | <b>Vendor Contact</b>           |
| PADUCAH KY 42002-2267                  | Name: CORIE COLE                |
|  | Phone: 270-444-8512             |
|  | Email: CCOLE@PADUCAHKY.GOV      |

**Effective From:** 2020-03-03      **Effective To:** 2021-09-30

| Line Item | Delivery Date | Quantity | Unit | Description            | Unit Price | Contract Amount | Total Price |
|-----------|---------------|----------|------|------------------------|------------|-----------------|-------------|
| 1         |               | 0.00000  |      | City of Paducah 19-135 | \$0.000000 | \$97,000.00     | \$97,000.00 |

**Extended Description:**

Effective Date: March 3, 2020  
Expiration Date: September 30, 2021

Deliverables/Scope of Work: The City of Paducah shall utilize grant funding to enhance physical security capabilities for Barkley Regional Airport, 2901 Fisher Road, West Paducah, KY, through the purchase and installation of a camera surveillance system and a control access system as requested in grant application 19-135. The sub-recipient must adhere to the Special Conditions Section of the EHP Compliance Letter. Any changes to the approved scope of work will require review and approval by State Historic Preservation Office and the Kentucky Office of Homeland Security.

|   |   |
|---|---|
| <b>Shipping Information:</b>  | <b>Billing Information:</b>   |
| Kentucky Office of Homeland Security<br>200 Mero Street<br><br>Frankfort KY 40622 | Kentucky Office of Homeland Security<br>200 Mero Street<br><br>Frankfort KY 40622 |

|                               |                    |
|-------------------------------|--------------------|
| <b>TOTAL CONTRACT AMOUNT:</b> | <b>\$97,000.00</b> |
|-------------------------------|--------------------|

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## **FFY 2019 HOMELAND SECURITY GRANT PROGRAM**

### **GRANT INFORMATION AND IDENTIFICATION**

**CFDA Number: 97.067**

**CFDA Title: Homeland Security Grant Program**

**Award Year: FFY 2019**

**Federal Agency: Department of Homeland Security/FEMA**

**Pass-Through Agency: Kentucky Office of Homeland Security**

### **Kentucky Office of Homeland Security (KOHS) Terms and Conditions**

#### **KOHS Specific Acknowledgements and Assurances**

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing KOHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any request by KOHS staff to inspect any resource acquired through the program.
2. Sub-recipients notify KOHS immediately of any degradation of capabilities or critical resources.
3. Sub-recipients must establish and maintain an intelligence liaison officer (ILO) to the Kentucky Intelligence Fusion Center as established by the guidelines of the KIFC ILO program and the recipient's ILO must liaison with the KIFC at least quarterly.
4. Sub-recipients must respond to all informational requests by KOHS staff in a timely manner.
- 5. Sub-recipients that submitted applications that included the sharing of resources must adhere to that agreement.**

#### **Change of Circumstances**

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

#### **Confidentiality**

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

#### **Data Collection/Analysis Limitations**

No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this agreement.

#### **Extensions and Amendments to this Agreement**

The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of KOHS, the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee. The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311)

Any mutually agreed upon changes to the agreement must be approved, in writing, by KOHS prior to implementation or obligation and shall be incorporated in written amendments to this agreement. This procedure for changes to this approved agreement is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

#### **Liability and Indemnity**

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the

|            |                               |               |
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performance of this agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this agreement shall be determined according to applicable law.

**Notices**

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

**Severability**

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

**Sole Benefit**

This agreement is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government, and is not intended to create any other beneficiaries.

**Subcontractor Requirement**

The Second Party agrees that all requirements of this agreement shall also be applicable and binding on any subcontractor the Second Party may contract with to meet the statement of work, method of payment, and deliverables of this agreement. All Second Party subcontractors are subject to First Party approval.

**Successors and Assigns**

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

**Waiver of Breach**

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

**IDENTIFICATION OF THE SUBJECT MATTER OF THE CONTRACT**

**Environmental Planning and Historic Preservation (EHP)**

The Second Party acknowledges that any project considered to constitute ground breaking, attachment of equipment to the interior or exterior of a building or structure, construction or renovation must receive prior approval from FEMA before any work or financial expenditures can be made.

**Environmental Standards**

The recipient will comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding.

The Second Party shall provide such information as may be requested by KOHS to ensure compliance with any applicable environmental laws and regulations. Second Party shall not undertake any construction project without the approval of First Party and DHS, as required by the grant guidance.

**Intellectual Properties**

The contractor agrees that any formulae, methodology, other reports and compilations of data provided by the First Party to the contractor for the purposes of meeting the terms and conditions of this agreement, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this agreement shall be the exclusive property of the First Party. Any use of this material for purposes

|            |                               |               |
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other than those specifically outlined and authorized by this agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

**Kentucky Wireless Interoperability Executive Committee**

Any portion of this agreement that involves data or voice communication equipment or projects, including data or voice interoperability equipment or projects shall be presented by the Second Party for action by the Kentucky Wireless Interoperability Executive Committee (KWIEC). Furthermore, it is a condition of this agreement that all recommendations of the KWIEC, will be accepted and implemented by the Second Party prior to the commencement of the project addressed in this agreement. A copy of the KWIEC decision will be provided to the First Party by the Second Party.

**Mutual Aid and Interoperability Memorandum of Understanding**

The Second Party and any other local entities receiving benefit from these grant funds must have a Mutual Aid Memorandum of Understanding with the Kentucky State Police.

**NIMS Requirements**

In accordance with HSPD-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.

**Project Implementation**

The subrecipient agrees to implement this project within 60 days following the grant award effective date or be subject to automatic cancellation of the grant.

**Property Control**

Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is issued solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property.

*Title:* Subject to the obligations and conditions set for in 28 CFR Part 66, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

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

*Inventory:* The Second Party must submit to the First Party an inventory of all equipment purchased with these federal funds. This inventory must include a description of the property, a serial number or other identification number, the source of the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

Annually, second party will submit all inventories to the KOHS via an online database or any other form or process deemed by the first party.

**Equipment Marking**

The Second Party agrees that, when practicable, equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security" in order to facilitate their own audit processes, as well as Federal audits and monitoring visits, which may result from receiving Federal funding. Additionally, any equipment purchased with funding under this agreement shall, when practicable, bear on it the logos of the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security.

**Property Purchased by the First Party (KOHS)**

Property purchased by the First Party for the purposes of fulfilling the requirements of the scope of services for this agreement, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of the First Party and shall remain the property of the First Party.

**Scope of Work**

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This grant will provide reimbursement funding to the Second party for the specific scope of work described in the Extended Description. Successful completion by the Second party shall include the deliverables as listed in the Extended Description.

**Entire Agreement**

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

**CONSIDERATION AND CONDITIONS FOR PAYMENT**

**Availability of Federal Funds**

This grant award is contingent upon availability of federal funds approved by Congress.

**Consultant Rate**

Approval of this agreement does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted and approved by the First Party and FEMA's National Preparedness Directorate prior to obligation or expenditure of such funds.

**Earliest Date of Payment**

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

**Financial Management System**

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

**Interest Income**

Grant funds not reimbursed immediately to a vendor, subcontractor, etc. must be placed in an interest bearing account. The applicant agrees to be accountable for all interest earned with respect to these grant funds. Interest earned by this grant during the project must be reported and returned to KOHS quarterly.

**Procurement**

The acquisition of goods and services by the Contractor in performance of this agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (2 CFR).

For the purpose of any Kentucky Office of Homeland Security (KOHS)-funded projects using FY-2019 funds the sub-recipient will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$20,000 three (3) quotes will be obtained. For any equipment and/or services that exceeds \$20,000 the provisions of KRS 45A will apply.

**Disadvantaged Business Requirement**

To the extent that the Second Party uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable. The Kentucky Procurement Technical Assistance (PTAC) may be available to post bid notifications or provide bid matching services with MBE/WBE businesses for Homeland Security Grant sub-recipients. Refer to [www.kyptac.com](http://www.kyptac.com) or contact their office at (859)251-6019.

**Program Income**

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**The applicant agrees to be accountable for all interest or other income earned by the Second Party with respect to grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, rebates, etc.). All program income generated by this grant during the project must be reported to KOHS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from KOHS.**

#### **Reimbursement**

The Second Party is required to sign this agreement with the Kentucky Office of Homeland Security to gain access to its allocated funds. No funds will be forwarded. The funds are allocated on a cost reimbursement basis. To receive reimbursement, the Second Party is required to provide the Kentucky Office of Homeland Security with copies of all obligation documents executed under this agreement and an inventory for equipment purchased. Reimbursement by the First Party to the Second Party shall not exceed the Total Amount as stated in the contractual agreement.

#### **Contract Period**

The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

#### **Payments**

##### **Payments to Second Party:**

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. **All invoices must be dated between the effective date and expiration date of this agreement.** All reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer.

##### **Final Request for Reimbursements:**

Final request for reimbursements must be submitted to the First Party no later than 45 days after the expiration of this agreement.

#### **Transfer of Funds**

The Second Party is prohibited from transferring funds between programs (State Homeland Security Grant Program, Law Enforcement Terrorism Prevention Program, Emergency Management Performance Grant, Interoperable Emergency Communications Grant Program, Emergency Operations Center Grant Program, or any other Federal Grant Program).

#### **Vendor Verification**

**The Second Party must verify that the grant lead applicant/sub-recipient and any vendor providing services is not on the *Federal Excluded Parties Listing System* prior to any contracts funded by federal funds. This verification must be submitted with each reimbursement request to verify that the vendor is not debarred at the time of order. This information may be found at <https://sam.gov/portal/SAM/##11>. Reimbursement will not be made without this verification.**

#### **Closeout**

The First Party will close out this award when it determines that all applicable administrative actions and all required work of the grant have been completed. Within 30 days after the expiration or termination of this agreement, the Second party must submit all financial, performance and other reports required as a condition of this grant.

#### **Cooperation**

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

#### **Fusion Center**

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The Second Party agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

**Required submissions: AARs and IPs (as applicable)**

**Exercise Evaluation and Improvement Reports**

**Any Second Party funded to provide exercises must report on any scheduled exercise and ensure that an After Action Report (AAR) and Improvements Plan (IP) are prepared for each exercise conducted with FEMA support (grant funds or direct support) and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise.**

**Financial and Compliance Audit Report**

The Second Party agrees to submit each year, financial information on the total amount of federal funds expended. If the Second Party expends \$750,000 or more in total federal grant money during the sub recipient's fiscal year, an annual audit will be performed and a copy provided to the Kentucky Office of Homeland Security no later than 30 days after receipt of the final audit report. 2 CFR part 200, subpart F Audit of the States, Local Governments, and Non-Profit Organizations.

The Second Party is required to submit the Single Audit Report to the Federal Audit Clearinghouse (FAC) <https://harvester.census.gov/facweb/>. The FAC operates on behalf of the Office of Management and Budget (OMB). Its primary purposes are to:

- # Distribute single audit reporting packages to federal agencies.
- # Support OMB oversight and assessment of federal award audit requirement.
- # Maintain a public database of completed audits
- # Help auditors and auditees minimize the reporting burden of complying with Single Audit requirements.

**Monitoring**

The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the First Party may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party. The Second Party agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

**Quarterly Reports**

The Second Party agrees to submit within 30 days after the end of each calendar quarter a written report on all programmatic and financial activities. Quarterly reports will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party.

**Open Records**

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

**Performance Timeline**

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

**Retention of Records**

Records must be retained for three years from the day that the Kentucky Office of Homeland Security submits its final expenditure report for the federal grant funding this project.

**Approvals**

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

## **2019 The Department of Homeland Security Standard Terms and Conditions**

**The 2019 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2019. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.**

### **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

### **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

### **Standard Terms & Conditions**

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**I. Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**II. Activities Conducted Abroad** Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained

**III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**V. Best Practices for Collection and Use of Personally Identifiable Information (PII)** Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

**VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

**VII. Civil Rights Act of 1968**

Recipients must comply with Title VII of the *Civil Rights Act of 1968*, [Pub. L. No. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

**VIII. Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**IX. Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3002](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

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#### **X. Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

#### **XI. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **XII. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

#### **XIII. Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **XIV. False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 37293733](#), which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

#### **XV. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

#### **XVI. Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **XVII. Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

#### **XVIII. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

#### **XIX. Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)**

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help->

[department-supported organizations provide meaningful access people limited](#) and additional resources on <http://www.lep.gov>.

#### **XX. Lobbying Prohibitions**

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **XXI. National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. No. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faithbased organizations in individual DHS programs.

#### **XXIII. Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **XXIV. Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **XXV. Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#) unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at [37 C.F.R. § 401.14](#).

#### **XXVI. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the [Solid Waste Disposal Act](#), Pub. L. No. 89-272 (1965), (codified as amended by the [Resource Conservation and Recovery Act](#), [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **XXVII. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#).) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **XXVIII. Reporting of Matters Related to Recipient Integrity and Performance**

##### **1. General Reporting Requirements**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and

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performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. No. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. No. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

**2. Proceedings about Which Recipients Must Report** Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. One or more of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 4) Any other criminal, civil, or administrative proceeding if:
    - a) It could have led to an outcome described in this award term and condition;
    - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
    - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

**3. Reporting Procedures**

Recipients must enter the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

**4. Reporting Frequency**

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

**5. Definitions**

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities

and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
  - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
  - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

## **XXIX. Reporting Subawards and Executive Compensation**

### **1. Reporting of first-tier subawards.**

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a) (2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
  - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System \(FSRS\)](#).
  - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.)
- c. *What to report*. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

### **2. Reporting Total Compensation of Recipient Executives.**

- a. *Applicability and what to report*. Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
  - 1) The total federal funding authorized to date under this award is \$25,000 or more;
  - 2) In the preceding fiscal year, recipient's received—
    - a) 80 percent or more of recipients annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
    - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

3) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report*. Recipients must report executive total compensation described in paragraph 2.a. of this award term:

- 1) As part of the recipient's registration profile at <https://www.sam.gov>.

- 2) By the end of the month following the month in which this award is made, and annually thereafter.

### 3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- 1) In the subrecipient's preceding fiscal year, the subrecipient received—
    - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
    - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
- 1) To the recipient.
  - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

### 4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

### 5. Definitions For purposes of this award term:

- a. *Entity:* means all of the following, as defined in 2 C.F.R. Part 25:
- 1) A Governmental organization, which is a State, local government, or Indian tribe;
  - 2) A foreign public entity;
  - 3) A domestic or foreign nonprofit organization;
  - 4) A domestic or foreign for-profit organization;
  - 5) A federal agency, but only as a subrecipient under an award or subaward to a nonfederal entity.
- b. *Executive:* means officers, managing partners, or any other employees in management positions.
- c. *Subaward:* means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
- 1) The term does not include recipients procurement of property and services needed to carry out the project or program.
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient:* means an entity that:

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- 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
- 1) *Salary and bonus.*
  - 2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - 3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - 4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - 5) *Above-market earnings on deferred compensation which is not tax-qualified.*
  - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### **XXX. SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM Guidance for Emergency Communication Grants](#), including provisions on technical standards that ensure and enhance interoperable communications.

### **XXXI. Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

### **XXXII. Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons.

1. **Provisions applicable to a recipient that is a private entity.**
  - a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
    - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
    - 2) Procure a commercial sex act during the period of time that the award is in effect; or
    - 3) Use forced labor in the performance of the award or subawards under the award.
  - b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
    - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
    - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
      - a) Associated with performance under this award; or

- b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

**2. Provision applicable to recipients other than a private entity.**

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
- 1) Associated with performance under this award; or
  - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

**3. Provisions applicable to any recipient.**

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
- 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
  - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

**4. Definitions.** For the purposes of this award term:

- a. *Employee*: means either:
- 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
  - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
- 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
  - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102)

**XXXIII. Universal Identifier and System of Award Management**

**1. Requirement for System for Award Management**

Unless the recipient is exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient’s information or another award term.

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## **2. Requirement for unique entity identifier**

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

## **3. Definitions**

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](http://SAM.gov).
- b. *Unique entity identifier*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
  - 1) A Governmental organization, which is a State, local government, or Indian Tribe;
  - 2) A foreign public entity;
  - 3) A domestic or foreign nonprofit organization;
  - 4) A domestic or foreign for-profit organization; and
  - 5) A Federal agency, but only as a subrecipient under an award or subaward to a nonFederal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
  - 1) The term does not include the recipients procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.330).
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
  - 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the Federal funds provided by the subaward.

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**XXXIV. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

**XXXV. Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**XXXVI. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

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**MOA/PSC Exception Standard Terms and Conditions  
Revised December 2019**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and  
**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and  
**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date:**

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

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

**2.00 LRC Policies:**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum:**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**4.00 EEO Requirements**

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

**5.00 Cancellation:**

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

**6.00 Funding Out Provision:**

The state agency 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 state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

**7.00 Reduction in Contract Worker Hours:**

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

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

**8.00 Authorized to do Business in Kentucky:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

**Registration with the Secretary of State by a Foreign Entity:**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

**9.00 Invoices for fees:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

**10.00 Travel expenses, if authorized:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**11.00 Other expenses, if authorized herein:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**12.00 Purchasing and specifications:**

**This section does not apply to governmental or quasi-governmental entities.**

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

**13.00 Conflict-of-interest laws and principles:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**14.00 Campaign finance:**

**This section does not apply to governmental or quasi-governmental entities.**

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

**15.00 Access to Records:**

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

**16.00 Social security: (check one)**

**This section does not apply to governmental or quasi-governmental entities.**

\_\_\_\_\_ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

\_\_\_\_\_ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**17.00 Violation of tax and employment laws:**

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

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

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

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

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

**18.00 Discrimination:**

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

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

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

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

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

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant

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thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

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

|            |                             |                |
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**Second Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**First Party:**

\_\_\_\_\_  
Signature

Executive Director  
\_\_\_\_\_  
Title

Josiah Keats  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Approved as to form and legality.

\_\_\_\_\_

# Agenda Action Form

## Paducah City Commission

Meeting Date: March 10, 2020

Short Title: Approve Tyler Technologies, Inc. Contract Amendment for Removal and Addition of Software -  
**B LAIRD**

Category: Municipal Order

Staff Work By: Justin Crowell

Presentation By: Brian Laird

**Background Information:** Under Ordinance No. 2018-4-8524, the City of Paducah previously authorized the expenditure of \$916,282.00 to Tyler Technologies, Inc. for the initial cost and fees associated with the establishment of a Computer Aided Dispatch System that is to be utilized in the operation of the City's 911 System.

Under Municipal Order 2180, the City of Paducah authorized the Mayor to execute Change Order No 1 and Change Order No. 2 with Tyler Technologies, in the amount of \$59,745, which reduced the total agreement amount to \$856,537.

Under Municipal Order 2294, the City of Paducah authorized the Mayor to execute Change Order No. 3 with Tyler Technologies, which reduced the net contract amount to \$856,537 and provided the City with \$18,850 in software credit to be used on future purchases.

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:** The City now desires to amend the contract through a Change Order (Change Order No. 4), in order to remove items from the original contract that have become unnecessary and to purchase additional software and services that will improve the operational efficiency of the Paducah Police and Fire Departments.

Change Order No. 4 seeks to remove two Software Modules (Federal UCR/IBR, Narcotics Management) and purchase two Software Modules (Field Investigations, Mobile Eyes) with currently available software credit, resulting in a remaining software credit balance of \$14,614.

The adoption of Change Order No. 4 does not change the over all net amount of the License and Services Agreement.

**Attachments:**

1.   Municipal Order
2.   Software Credit
3.   Amendment-Paducah KY-MobileEyes-LE 2.18.20 (2019-27944-4 1.10)

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

A MUNICIPAL ORDER ADOPTING CHANGE ORDER NO. 4 TO THE LICENSE AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR THE COMPUTER AIDED DISPATCH SYSTEM FOR THE CITY OF PADUCAH 911 SERVICES DIVISION TO REMOVE TWO SOFTWARE MODULES AND TO PURCHASE TWO SOFTWARE MODULES WITH THE CURRENTLY AVAILABLE SOFTWARE CREDIT, RESULTING IN A REMAINING SOFTWARE CREDIT BALANCE OF \$14,614 AND NO CHANGE TO THE TOTAL CONTRACT AMOUNT AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER

WHEREAS, by Ordinance No. 2018-4-8524, the City of Paducah authorized a License and Services Agreement with Tyler Technologies, Inc. for the purchase and installation of a computer aided dispatch system for the City's 911 Communication Services Division; and

WHEREAS, by Municipal Order No. 2180, the City of Paducah amended the License and Services Agreement through Change Orders No. 1 & 2 to decrease the total contract amount to \$856,537; and

WHEREAS, by Municipal Order No. 2294, the City of Paducah amended the License and services Agreement through Change Order No. 3 to decrease the contract amount by \$65,560, to add State Photo Download Services to the contract and to remove certain software services resulting in a credit to the City of Paducah in a net amount of \$18,850 to be used on future software needs; and

WHEREAS, the City of Paducah now desires to enter into Change Order No. 4 to the License and Services Agreement to remove two software modules (Federal UCR/IBR & Narcotics Management) and to add two software modules (Field Investigations & Mobile Eyes) using the currently available software credit balance.

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

SECTION 1. The City Commission hereby approves Change Order No. 4 to the License and Services Agreement with Tyler Technologies, Inc. in order to remove two software modules (Federal UCR/IBR & Narcotics Management) and to add two software modules (Field Investigations & Mobile Eyes) using the currently available software credit balance. This Change Order will result in a new software credit balance of \$14,614 with no change to the total

contract amount. Further, the Mayor is hereby authorized to execute Change Order No. 4 in behalf of the City.

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

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 10, 2020

Recorded by Lindsay Parish, City Clerk, March 10, 2020

\\mo\change order 4 CAD 911





## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Paducah, KY, with offices at 300 South St., Paducah, KY 42003 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of April 10, 2018 (the "Agreement");

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

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

1. The software and services set forth in Exhibit 1 and 2 and associated services as noted in Schedules 1 and 2 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
  - a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
  - b. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
  - c. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
  - d. Fixed price services are invoiced upon complete delivery of the service.
  - e. Travel expenses shall be invoiced as incurred, as applicable.
3. The terms and conditions contained in Exhibit 2, including the associated schedules thereto, apply to the MobileEyes Subscription Services listed in the Amendment Investment Summary.
4. The following payment terms, as applicable, shall apply to MobileEyes Subscription Services:
  - a. *MobileEyes SaaS Fees.* MobileEyes SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section C(7) of Exhibit 2. Your annual SaaS Fees for year one are waived. Year two SaaS Fees, as set forth in the Investment Summary, are invoiced on the anniversary date of the Amendment Effective Date. Thereafter, SaaS Fees will be invoiced annually in advance at our then-current rates.
  - b. MobileEyes Implementation fixed price services as set forth in the Investment Summary will be invoiced upon complete delivery of the service.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Paducah, KY

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

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

Name: Bryan Proctor

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

Title: President, Public Safety Division

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

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

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



**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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Date: 1/10/2020  
 Quote Expiration: 3/31/2020  
 Quote Name: Paducah Field Investigation  
 Quote Number: 2019-27944-4  
 Quote Description: Field Investigations

**Sales Quotation For**

Paducah Police Department  
 PO Box 2267  
 Paducah , KY 42002-2267  
 Phone: +1 (270) 444-8547

**Tyler Software and Related Services**

| Description                                      | License               | Impl Hours | Impl Cost    | Module Total | Year One Maintenance |
|--|-----------------------|------------|--------------|--------------|----------------------|
| <b>Law Enforcement Records Management System</b> |                       |            |              |              |                      |
| Field Investigations                             | \$5,000               | 2          | \$290        | \$5,290      | \$683                |
| <b>Other Software</b>                            |                       |            |              |              |                      |
|  | <i>Sub-Total:</i>     |            | \$290        | \$5,290      | \$683                |
|  | <i>Less Discount:</i> |            | \$0          | \$1,750      | \$0                  |
|  | <i>Less Discount:</i> |            | \$0          | \$3,250      | \$0                  |
|  | <b>TOTAL:</b>         | <b>2</b>   | <b>\$290</b> | <b>\$290</b> | <b>\$683</b>         |

**Annual/SaaS**

| Description                         | Quantity      | Fee     | Discount | Annual          |
|-------------------------------------|---------------|---------|----------|-----------------|
| MobileEyes Inspector                | 3             | \$2,028 | \$0      | \$6,084         |
| Company Inspector(5) Pre plans only | 1             | \$4,995 | \$0      | \$4,995         |
| MobileEyes Onboard Codes - ICC      | 1             | \$546   | \$0      | \$546           |
| MobileEyes Onboard Codes - NFPA     | 1             | \$473   | \$0      | \$473           |
| MobilEyes Responder                 | 1             | \$588   | \$0      | \$588           |
|                                     | <b>TOTAL:</b> |         |          | <b>\$12,686</b> |

**Services**

| Description                                     | Quantity | Unit Price | Discount | Total   |
|---|----------|------------|----------|---------|
| MobileEyes Contractor Portal Setup and Training | 1        | \$499      | \$0      | \$499   |
| MobileEyes Setup and Configuration Services     | 16       | \$175      | \$0      | \$2,800 |

|  |    |         |     |                |
|--|----|---------|-----|----------------|
| MobileEyes Training Services - Company Inspector | 8  | \$175   | \$0 | \$1,400        |
| MobileEyes Training Services - Inspector/Plus    | 16 | \$175   | \$0 | \$2,800        |
| MobileEyes Travel and Related Expenses           | 1  | \$1,673 | \$0 | \$1,673        |
| <b>TOTAL:</b>                                    |    |         |     | <b>\$9,172</b> |

| <b>Summary</b>                                    | <b>One Time Fees</b> | <b>Recurring Fees</b> |
|---|----------------------|-----------------------|
| Total Tyler Software                              | \$0                  | \$683                 |
| Total Annual Fees                                 |                      | \$12,686              |
| Total Tyler Services                              | \$9,462              |                       |
| Total Other Costs                                 | \$0                  |                       |
| Total Third Party Hardware, Software and Services | \$0                  | \$0                   |
| Travel and Living Expenses                        | \$0                  |                       |
| <b>Summary Total</b>                              | <b>\$9,462</b>       | <b>\$13,369</b>       |

**Tyler Discount Detail**

| Description                                      | License               | License Discount | License Net     | Maintenance    |
|--|-----------------------|------------------|-----------------|----------------|
| <b>Law Enforcement Records Management System</b> |                       |                  |                 |                |
| Field Investigations                             | \$5,000               | \$1,750          | \$3,250         | \$683          |
| <b>Other Software</b>                            |                       |                  |                 |                |
|  | <i>Sub-Total:</i>     | <i>\$5,000</i>   | <i>\$1,750</i>  | <i>\$3,250</i> |
|  | <i>Less Discount:</i> | <i>\$0</i>       | <i>-\$3,250</i> | <i>\$0</i>     |
|  | <b>Total:</b>         | <b>\$5,000</b>   | <b>\$5,000</b>  | <b>\$683</b>   |

## Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

MobileEyes Contractor Portal Charges \$2.50 per transaction fee.

Quote includes the following:

3 licenses of ME Inspector with IFC codes and IMPC codes.

## Assumptions

5 Station licenses of Company Inspector for pre plans only.

NFPA 01,13,72, & 101

Contractor Portal set up fees.

Implementation fees.

Two days of on site training with travel for Inspector

1 day onsite or web delivered training for CI

The SaaS fees on the Investment Summary of \$12,686 will be waived for the first year.



## Exhibit 2

### MobileEyes Terms and Conditions

#### SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“MobileEyes Agreement”** means this MobileEyes Software as a Service Terms and Conditions.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.

#### SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data

used in connection with the SaaS Services. Upon the termination of this Agreement, and upon written request from the Client, Tyler shall provide a database file including all Client data to Client. Client is responsible for providing the proper contact for receiving this information. If Client requires regular database copies, Client shall maintain the ability at any time using their administrative access credentials to export their data from the application as a .CSV file into Excel or Access.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, and our then current SLA.
6. SaaS Services.
  - 6.1 Our SaaS Services are hosted by Secure-24, our MobileEyes data center and hosting provider, and have been audited in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. Secure-24 has attained, SOC 1 compliance.
  - 6.2 You will be hosted on shared hardware on a database dedicated to you, which is inaccessible to our other customers.
  - 6.3 Secure-24 has fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
  - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
  - 6.5 You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
  - 6.6 Secure-24 will periodically test our disaster recovery plan. Our standard test is not client-specific.
  - 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Secure-24 data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – TERM AND TERMINATION**

7. Term. The initial term of this MobileEyes Agreement begins on the Amendment Effective Date. Upon expiration of the initial term, year two (2) of this Agreement will renew at the rates set forth in the Investment Summary. Thereafter, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
8. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
- 8.1. Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 8.2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in the Agreement. You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in the Agreement.
- 8.3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 8.4. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 8.5. Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement

during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- 8.5.1. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
- 8.5.2. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- 8.5.3. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.



**Exhibit 2**  
**Schedule 1**  
**Service Level Agreement for MobileEyes**

This Agreement exists for the purpose of creating an understanding between Tyler Technologies, Inc. (hereafter Tyler) and CLIENT regarding the hosting and support of the Tyler Software. The Licensed Tyler Software Service Level Agreement guarantees Client's web application's availability, reliability and performance as indicated herein. This Service Level Agreement (SLA) applies to the Tyler Software hosted pursuant to this Agreement.

**1. Hosting Services**

Tyler's hosting partner is Secure-24. Secure-24 is a provider of managed IT operations, hosting and cloud services, providing highly available environments and expert management and support of critical applications. Information regarding Secure-24 data center is available here: <https://www.secure-24.com/company/data-centers/>.

Tyler's server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
- Redundant Power Supplies
- Off-Site Backup Servers
- Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

**Data Integrity**

Tyler's applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily scheduled database and application backups.
- Offsite data storage ensures physical safety and availability of backup data.

**2. Application and Hosting Support**

Tyler provides ongoing Help Desk support as part of the annual software license for their applications, including infrastructure. This includes continued attention to Tyler Software performance and general maintenance needed to ensure application availability. Support includes application support as well as technical diagnosis and fixes of technology issues involving the host environment.

The Tyler Help Desk is available with the exception of Tyler holidays, Monday through Friday from 8:00 am to 8:00 pm EST at (248)588-7670 ext. 1.

**Incident Reporting**

Tyler maintains a Help Desk during normal business hours, staffed by MobileEyes-certified personnel located within the U.S. Most trouble calls are handled at the time of the call, while a small percentage require Level 2 (programmer) support and subsequent follow-up. All problems, errors, and/or suggested improvements are documented within a CSR (customer service request) Log and handled based upon severity, as follows:

| Severity Level | Severity Examples   | Targeted Notification Goals  | Targeted Resolution Response Time |
|----------------|---|--|-----------------------------------|
| High           | Complete shutdown or partial shutdown of one or more Software functions.<br><br>Access to one or more Software functions not available.<br><br>Major subset of Software application impacted. | Within one (1) hour of initial notification during business hours. Tyler will also send an email broadcast to all effected users, notifying them of the problem and efforts to resolve it. | 2-4 business hours                |
| Medium         | Minor problem.<br><br>Data entry or access impaired on a limited basis (typically user error).  | Within four (4) hours of initial notification  | 24 business hours                 |
| Low            | System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon.   | Same day or next business day of initial notification  | Future Release                    |

### Client Service Requests - Enhancements

Client Service Requests documenting suggested enhancements are reviewed on a quarterly basis and considered for inclusion in periodic releases. If an enhancement request is specific to one customer and deemed to be outside of the original scope of the product, it will be unlikely that the request will be included in a future release. Custom enhancement requests that can otherwise be accommodated will be subject to Tyler standard rates and documented by Tyler as a formal quote for mutual Agreement by Tyler and Client . Client will have an opportunity to review and approve the scope, specification and cost before work is started to ensure goals are properly communicated and funding approved.

Product release management is handled by Tyler using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. New releases are communicated well in

advance by Tyler to all clients by system banners and email broadcasts including instructions if user intervention is required.

### **Maintenance and Upgrades**

All system/product maintenance and upgrades are included in the ongoing support and warranty as contracted. Tyler will communicate all enhancements and upgrades that may impact its users. All code releases will maintain the integrity of Client specific configurations (i.e. templates, addresses, dropdown menus, pick lists, etc.) that have been implemented either by Tyler or Client.



**Exhibit 2**  
**Schedule 2**  
**Third Party Terms for MobileEyes**

**NFPA Codes**

Material from documents of the National Fire Protection Association is displayed in this system under license from the NFPA solely for use within this system on the single machine to which this system is licensed. NFPA material may not be copied, reproduced, transferred, transmitted, distributed or used except as allowed by this system for the purpose of preparing and documenting inspection reports. Any use in violation of this agreement shall allow Tyler Technologies, Inc. ("Tyler") or the NFPA to immediately cancel all rights granted by this license. NFPA is not responsible for the programming or display of this material. Any problems or difficulties with the presentation of this material should be brought to the attention of Tyler or the NFPA.

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**IFC Codes**

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As an End-User of the Software Product, End-User does not acquire any proprietary interest in the Software Product, or any of its contents.

End-User acknowledges that and agrees that there are no warranties, guarantees, conditions, covenants or representations by ICC as to the fitness for a particular purpose, or any other attribute, whether expressed or implied (in law or in fact), oral or written, of the copyrighted ICC property contained in the Software Product. End-User agrees that any unauthorized possession of the Software Product or its accompanying printed materials, or any use of the same, shall constitute a breach of the license agreement, and, upon written notice of the same by either ICC or Licensor, the End-User will surrender possession of the Software Product and all accompanying printed materials to ICC or Licensor. This Agreement is not transferable to any other party, for any reason. End-User agrees that use of the Software Product constitutes acceptance of the terms and conditions of this Agreement.

LOCAL PENSIONS. LOCAL CONTROL.

# #freeCERS

## KENTUCKY PUBLIC PENSIONS AUTHORITY

House Bill 484 maintains **one** pension administrative structure, currently known as the Kentucky Retirement Systems (KRS). The current KRS Board of Trustees would continue to oversee the Kentucky Employees Retirement System (KERS) and the State Police Retirement System (SPRS). County Employees Retirement System (CERS) representatives would transition to a new CERS Board of Trustees whose sole focus would be the CERS trust.

### CERS BOARD OF TRUSTEES

Responsible for CERS pension and insurance, including investment decisions, actuarial data, auditing, asset allocations, medical and other professional or technical services.

### KRS BOARD OF TRUSTEES

Responsible for Kentucky Employees Retirement System (KERS) and State Police Retirement System (SPRS) pension and insurance, including investment decisions, actuarial data, auditing, asset allocations, medical and other professional or technical services.

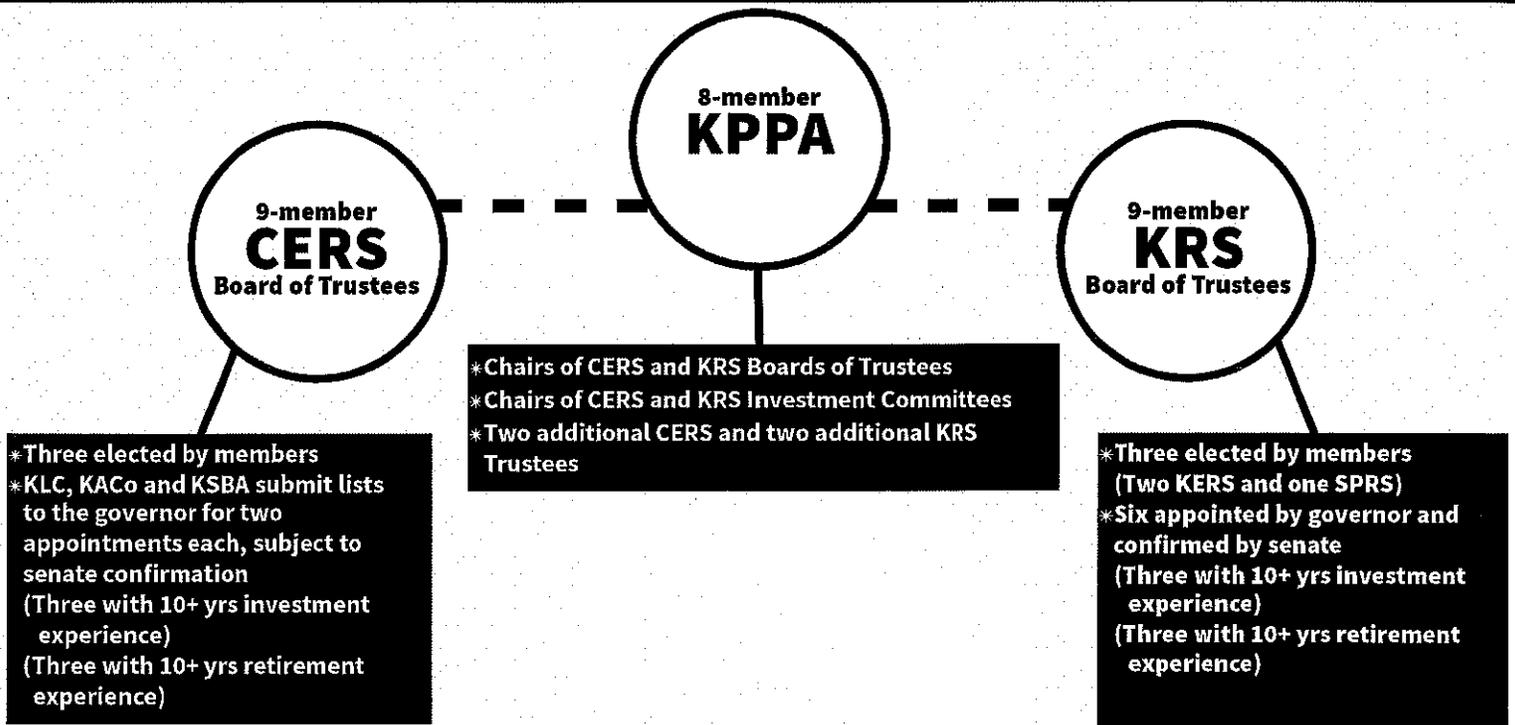
KRS and CERS board members would form a joint KPAA committee.  
KRS staff would maintain employment with KPAA.

- KRS and CERS will report their actuarial valuations no later than November 15. In addition, CERS will report a summary of their actuarial valuation which shall include employer contribution rates, assumptions and trends to PPOB by Dec 31.**
- A municipality could not file for bankruptcy protection if it is in default or delinquent in the payment of pension contributions.**
- The governor could not reorganize, replace, amend or abolish either board.**
- CERS investment, actuarial and allocation decisions would be made by trustees with a fiduciary duty to CERS, free from political influence regardless of future administrations.**

HOUSE BILL 484 IS SUPPORTED BY...



# #freeCERS



| CERS Questions and Components   | Under Current Law  | House Bill 484   |
|---|--|--|
| <b>What happens if one employer leaves CERS?</b>                            | Liability is shared with other 1,140 CERS employers  | NO CHANGE  |
| <b>What happens if a CERS employer declares bankruptcy?</b>                 | Liability is shared with other 1,140 CERS employers, but Commonwealth is responsible for inviolable contract | NO CHANGE<br>Added protection prohibits municipalities from discharging pension liability in bankruptcy.   |
| <b>Change in benefits for CERS members</b>                                  | Changes must be made through legislation enacted by the General Assembly                                     | NO CHANGE  |
| <b>Rates set by CERS Board are out of alignment with comparable systems</b> | Rates are set by KRS Board of Trustees for both CERS, KERS and SPRS  | Rates would be set by CERS Board of Trustees for the CERS system and reported to the General Assembly by December 31. Legislators could intervene if rates are out of alignment. |
| <b>Inviolable contract</b>  | Benefits cannot be reduced or impaired for members who began participating prior to January 1, 2014          | NO CHANGE  |

## RESOLUTION

A RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY, IN SUPPORT OF HOUSE BILL 484 THAT WILL REORGANIZE THE KENTUCKY RETIREMENT SYSTEMS AND CREATE AN INDEPENDENT COUNTY EMPLOYEES RETIREMENT SYSTEM BOARD OF TRUSTEES.

WHEREAS, the City of Paducah, Kentucky, has employees vested in the County Employees Retirement System;

WHEREAS, employer contribution rates for the County Employees Retirement System continue to increase, putting a strain on municipal budgets;

WHEREAS, total assets of the County Employees Retirement System are about \$13.5 billion, and it is 76% of pension assets controlled by the Kentucky Retirement Systems;

WHEREAS, the current 17-member Kentucky Retirement Systems Board of Trustees has only six seats for County Employees Retirement System representatives;

WHEREAS, the Kentucky Retirement Systems Investment Committee has no County Employees Retirement System representatives and the Actuarial Subcommittee has only one seat for a County Employees Retirement System representative;

WHEREAS, the Kentucky Retirement Systems earns investment income for the County Employees Retirement System below amounts earned by peer groups, and investment income is a vital component of improving the pension system's funding level;

WHEREAS, a CERS Board of Trustees solely focused on investment decisions, actuarial data and asset allocations of the County Employees Retirement System would ensure decisions made for the system are in its best interest;

WHEREAS, House Bill 484 creates a nine-member County Employees Retirement System Board of Trustees whose sole responsibility is the management of the County Employees Retirement System;

WHEREAS, it is in the best interest of the City of Paducah, and its employees that the County Employees Retirement System functions in an affordable and actuarially sound manner;

NOW, THEREFORE, BE IT RESOLVED That the Board of Commissioners of the City of Paducah, supports House Bill 484 and calls upon the General Assembly and legislators representing this community to pass the measure to reorganize the Kentucky Retirement Systems and create an independent County Employees Retirement System Board of Trustees.

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MAYOR

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 10, 2020

Recorded by Lindsay Parish, March 10, 2020

\resoln\Support of HB 484

# Agenda Action Form

## Paducah City Commission

Meeting Date: March 10, 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:  
Account Number:

**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. Bid\_Tab\_Perkins Creek Pedestrian Bridge
2. Perkins Creek\_Contract
3. Ordinance

**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 <sup>1</sup>                     | 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 <sup>2</sup>                       | LS   | 1        | \$4,000.00             | \$4,000          | \$10,200.00                          | \$10,200            | \$6,750.00                    | \$6,750             |
| 20002ED | 110' X 10' STEEL PEDESTRIAN BRIDGE <sup>3</sup> | LS   | 1        | \$190,000.00           | \$190,000        | \$224,000.00                         | \$224,000           | \$188,000.00                  | \$188,000           |
|         |   |      |          | <b>TOTAL</b>           | <b>\$274,121</b> | <b>TOTAL</b>                         | <b>\$349,673.00</b> | <b>TOTAL</b>                  | <b>\$296,836.00</b> |

**NOTES:**

<sup>1</sup> Not less than 1.5% of Bid

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

<sup>3</sup> 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

**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

# Agenda Action Form

## Paducah City Commission

Meeting Date: March 10, 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:  
Account Number:

**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. Floodwall Seal Closure Proposal\_BFW
2. Ordinance



**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 5<sup>th</sup> 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](http://www.bfwengineers.com)

Sincerely,

BACON FARMER WORKMAN Engineering and Testing, Inc.



Ronald S. Bacon, P.E.

Accepted by:

---

For: City of Paducah

---

Date

**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

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: March 10, 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: March 10, 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:  
Account Number:

**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 (3<sup>rd</sup> Amendment)

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: March 10, 2020

**Short Title:** Approve Budget Amendment in the amount of \$141,000 for the Replacement of Paxton park Grounds Equipment - **J ARNDT**

**Category:** Ordinance

**Staff Work By:** James Arndt, Jonathan Perkins, Mark Thompson, Lindsay Parish  
**Presentation By:** James Arndt

**Background Information:** Paxton Park Municipal Golf Course is in need of new equipment for the golf course grounds. This budget amendment would move \$141,000 from the Fleet Trust Fund fund balance to the Fleet Trust Fund in order to make it available for the purchase of new mowers and equipment for Paxton Park.

**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: Fleet Trust Fund Fund Balance

Account Number:

**Staff Recommendation:** Approve the Budget Amendment

**Attachments:**

1. budget amend 2019-20 - March 2020 (5th 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, Paxton Park Golf Course is in need of new equipment for the maintenance of the golf course grounds; and

WHEREAS, funds now need to be transferred into an appropriate account for expenses related to the purchase of new equipment for Paxton Park Golf Course; 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 \$141,000 from the FY2020 Fleet Trust Fund Fund Balance to the Fleet Trust Fund.

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, March 10, 2020  
Adopted by the Board of Commissioners, \_\_\_\_\_  
Recorded Lindsay Parish, City Clerk, \_\_\_\_\_  
Published by The Paducah Sun, \_\_\_\_\_

\ord\finance\budget amend 2019-20 - March 2020 (5<sup>th</sup> Amendment)

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: March 10, 2020

**Short Title:** Approve a Budget Amendment in the amount of \$80,000 for For the Buckner Lane Bridge Project - **J ARNDT**

**Category:** Ordinance

**Staff Work By:** Lindsay Parish, Jonathan Perkins

**Presentation By:** James Arndt

**Background Information:** This ordinance approves a budget amendment in the amount of \$80,000 from the Unreserved MAP Fund fund balance into the Flood Mitigation - Bridge Design Project Account PF0077 for funding for the Buckner Lane Bridge Project. These funds will be used for the professional services contract with BFW Engineering & Testing for the engineering design of the Buckner Lane Bridge Replacement project.

**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: Flood Mitigation - Bridge Design

Account Number: PF0077

**Staff Recommendation:** Approve the Budget Amendment.

**Attachments:**

1. Ordinance

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, in a bridge report provided by the Kentucky Transportation Cabinet on September 30, 2019, the bridge on Buckner Lane over Crooked Creek was rated Poor overall with a substructure geometry rating of substandard; and

WHEREAS, funds now need to be transferred into an appropriate project account for expenses related to the survey, roadway design and structure design for the bridge/box culvert for the Buckner Lane Bridge replacement over crooked creek; 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 \$80,000 from the FY2020 Unreserved MAP Fund fund balance to the Flood Mitigation – Bridge Design Project Account PF0077

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

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 10, 2020

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

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

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

\ord\finance\budget amend 2019-20 - March 2020 (4<sup>th</sup> Amendment)

# Agenda Action Form Paducah City Commission

Meeting Date: March 10, 2020

**Short Title:** Approval of a Professional Services Contract with BFW Engineering & Testing, Inc. in the amount of \$154,036.00 for Engineering Services for the Buckner Lane Bridge Project - **R MURPHY**

**Category:** Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

**Background Information:** On April 26, 2018, a major disaster declaration FEMA-4361-DR-KY was signed by the President for the 2018 Flooding and Severe Weather Events occurring February 21, 2018 through March 21, 2018. As a result, the City of Paducah applied for and received Disaster Relief Funding for the restoration of the Buckner Lane Bridge under Event 4361DR-KY. The Federal Emergency Management Agency (FEMA) has estimated \$438,775.00 total project cost with 75% Federal Share and 25% Non-Federal Share. FEMA has obligated \$329,081.00 in Federal funds for the Buckner Bridge Project. The Non-Federal Share of \$109,693.00 is split between State (\$52,652.00) and Local (\$57,041.00) cost shares.

In a bridge report provided by the Kentucky Transportation Cabinet on September 30, 2019, the bridge on Buckner Lane over Crooked Creek was rated Poor overall with a substructure geometry rating of substandard. The report identifies two (2) wooden piles under the bridge with 75% deterioration.

Pursuant to Section 2-659(1) of the City of Paducah Procurement Code, an Emergency was declared on January 23, 2020 necessitating the immediate replacement of the Buckner Lane Bridge over Crooked Creek. The deteriorated condition of the bridge needs immediate attention in order to prevent possible harm to Paducah citizens, emergency response access and convenience of traffic circulation.

Under emergency procurement procedure, BFW Engineering & Testing, Inc. has submitted a fee proposal for survey, roadway design and structure design for the bridge/box culvert for the Buckner Lane Bridge replacement over Crooked Creek in the amount of \$154,036.00.

Services not included in this scope of work, but included as options in the event the City wishes to take advantage of these project services, are as follows:

Utility Relocation Plans - \$1920.00

RW Negotiations (HMB Engineers) - \$32,000.00

Construction Inspection & Testing - \$64,800.00

The City of Paducah appropriated \$100,000 into Flood Mitigation- Bridge Design Project Account PF0077 in the FY2019 General Operating Budget as approved by Ordinance 2018-06-8537. A balance of \$74,565.00 is available to fund the Buckner Lane Bridge engineering services. An additional \$80,000 will be transferred from the unreserved MAP Fund Balance to fully fund the engineering design of the Buckner Lane Bridge replacement project.

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: Flood Mitigation-Bridge Design

Account Number: PF0077

**Staff Recommendation:** Authorize and direct the Mayor to sign a professional services contract with BFW Engineering & Testing, Inc. in the amount of \$154,036.00 for engineering services for the Buckner Lane Bridge Project.

**Attachments:**

1. FEE PROPOSAL BUCKNER LANE



**BACON | FARMER | WORKMAN**  
ENGINEERING & TESTING, INC.

February 4, 2020

Mr. Rick Murphy City Engineer & Public Works Director  
300 S. 5<sup>th</sup> St.  
PO Box 2267  
Paducah, KY 42002-2267

**RE: SCOPE OF WORK & PROPOSED ENGINEERING FEE** for the Survey, Roadway Design, & Structure Design for the Bridge / Box Culvert for the Buckner Lane bridge replacement over Crooked Creek.

Dear Mr. Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. appreciates the opportunity to present this Scope of Work to provide the engineering services for the bridge replacement on Buckner Lane referenced above.

The **SCOPE OF WORK** that will be performed by BFW Engineering:

**FIELD SURVEY**

- a. Establish Horizontal and Vertical Control for the project.
- b. Provide Mobile Lidar. Provide additional DTM (topo, obscured areas, pavement edges, ditches, etc...) to supplement the LIDAR. Collect additional stream and field data necessary for drainage and the bridge replacement.
- c. Provide Deed Research and establish the existing RW and adjacent property lines and determine parcel ownership(s).
- d. Contact property owners requesting permission to enter properties. Locate impacted property corners / lines and existing monuments (rebars, iron pins, etc.) and other evidence to establish the property lines.

500 South 17<sup>th</sup> Street  
P.O. Box 120  
Paducah, KY 42002-0120  
Phone: (270) 443-1995  
Fax: (270) 443-1904

1215 Diuguid Drive  
Murray, KY 42071  
Phone: (270) 753-7307  
Fax: (270) 759-4950

966 Double Bridge Road  
Phone: (931) 359-4882  
Lewisburg, TN 37091

403 N. Court Street  
Marion, IL 62959  
Phone: (618) 993-6700  
Phone: (618) 997-9190  
Fax: (618) 993-6717

- e. *Contact impacted utility owners and field locate the utilities. Utilities are to be "marked" by their respective owners. Locate visible utility features (i.e. poles, valves, manholes, etc...). For design purposes, estimated depths will be used to show the existing utilities on the plans. Actual depths will be verified during construction.*
- f. *Identify drainage features (i.e. pipe locations, sizes, and elevations).*
- g. *Stake Temporary Easements.*
- h. *Set Proposed RW Monumentation.*
- i. *Stake holes for geotechnical borings at the bridge abutments & box culvert.*
- j. *Provide a "Post" Construction survey for the LOMR submittal.*

#### **CONCEPTUAL AND FINAL DESIGN PLANS**

- a. *Develop Plan Sheets / Profile Sheet / Cross Sections.*
  - 1 - Project Layout Sheet*
  - 2 - Typical Sections (Using the City Standard Pavement Design).*
  - 2 - Summary of Quantities & General Notes Sheets*
  - 4 - 2 @ 1" = 50' Plan Sheets & 2 @ 1" = 5' Vertical Profile Sheets*
  - 8 - Cross Section Sheets (26 Roadway @ 50' intervals / 6 Ch-Ch)*
  - 1 - RW Strip Map*
  - 1 - RW Acquisition & Summary Sheet for affected Property Owners*
- b. *Develop horizontal and vertical alignments for the project.*
- c. *Develop Typical Section(s) for the project (using City std. pavement design).*
- d. *Develop Proposed Drainage Design.*
- e. *Coordinate the bridge & box hydraulics with Strand Associates (Strand Assoc. information will be used for all structure hydraulic sizing within the project).*
- f. *Coordinate permitting with the USACE / KY DOW. (A Nationwide Permit is anticipated for any channel modifications in Crooked Creek).*
- g. *Establish the Proposed RW & Easements lines.*
- h. *Calculate the proposed Right of Way and / or Easement areas.*



- i. Prepare Metes & Bound Description. (Legal descriptions, documents, and deed recording to be provided by the City of Paducah).*
- j. Provide Cross Sections and calculate the estimated Earthwork (at 50' intervals) for the roadway & channel change.*
- k. Develop a Permanent Signing Plan for the project.*
- l. Prepare (If needed) a Permanent striping plan for the project.*
- m. Develop a temporary erosion control plan. (the NOI & SWPPP are to be provided by the Contractor)*
- n. Notes will be provided to address the MOT during construction. (Buckner Lane will be closed to thru traffic during construction).*
- o. Calculate estimated quantities for bidding purposes.*
- p. Prepare an estimated construction cost estimate for bidding purposes.*
- q. Prepare General & Specific Notes.*
- r. Prepare the Construction Specifications using and Bid Document. (The City will be responsible for the bid advertisement).*

#### **STRUCTURE DESIGN (BRIDGE & BOX CULVERT)**

*Provide the Foundation Design, Span Arrangement, and Elevation Layouts for the new Crooked Creek Bridge and box culvert on Buckner Lane.*

*Provide Seismic recommendations for the new bridge.*

*Perform a scour analysis at the Crooked Creek Bridge & box culvert.*

#### **GEOTECHNICAL SERVICES**

- a. Provide 4 Geotechnical Boring holes (2 @ Crooked Creek bridge / 2 @ the box culvert).*
- b. Construction Materials Testing & Lab Analysis to be provided by the City.*
- c. Prepare a Geotechnical Report for the borings at the new bridge & new box culvert.*



## **MEETINGS**

- a. *Attend miscellaneous project coordination meetings.*
- b. *Prepare Handouts & Displays for a Public Involvement Meeting.*
- c. *Coordinate RW / Easement purchases with the City Attorney.*

## **UTILITY RELOCATION PLANS (NOT IN SCOPE OF WORK)**

*Some water line, power, fiber relocations are anticipated. Some minor sanitary sewer adjustments could be needed. Any utility relocation plans or drawings that may be required due to impacts of the project's design are **NOT** included in this Scope of Work. Should the need for utility relocation plans arise, a revised Scope of Work and contract modification could be negotiated at a later date to provide these additional services.*

## **RIGHT OF WAY NEGOTIATIONS & ACQUISITIONS (NOT IN SCOPE OF WORK)**

*Some RW and / or easement purchases are anticipated. Any negotiations or acquisitions that may be required for the project's design are **NOT** included in this Scope of Work.*

## **CONSTRUCTION INSPECTION (NOT IN SCOPE OF WORK)**

- a. *Provide general overall construction observation. (Estimated 4hr. on-site daily).*
- b. *Inspect construction procedures, installation, and materials.*
- c. *Provide estimation of the installed quantities.*
- d. *Verify existing subgrade for acceptance according to the KYTC Specifications prior to installation of aggregate base.*
- e. *Perform compaction testing on aggregate base using a Troxler Nuclear Density Gauge.*
- f. *Perform compaction testing on asphalt base & asphalt surface using a Troxler Nuclear Density Gauge.*
- g. *Verify asphalt thickness and placement temperatures during installation.*
- h. *Provide random concrete sampling for the Crooked Creek bridge & box culvert.*
- i. *Provide daily inspection reports along with compressive strength reports for concrete cylinders.*



j. BFW does **NOT** anticipate providing a set of the "As-built" drawings.

**RESPONSIBILITIES OF THE CITY OF PADUCAH**

- a. Provide the plans for Utility Relocations and / or adjustments.
- b. Provide Right of Way Negotiations & Acquisitions.
- c. Prepare Legal descriptions, documents, and record deeds for RW Purchases.
- d. Provide the Construction Inspection & Materials Testing.

**PROPOSED FEE** – (The work will be performed at our standard hourly rates).

|                                   |  |
|-----------------------------------|--|
| Survey & Roadway Design           | \$ 52,646.00   |
| Structure Design (Bridge & Box)   | \$ 58,000.00   |
| Meetings                          | \$ 5,380.00  |
| Geotechnical                      | \$ 6,400.00  |
| Hydraulic Analysis                | <u>\$ 31,610.00</u> (See Attached Strand Fee Proposal) |
| <b>Total Cost (Not to Exceed)</b> | <b>\$154,036.00</b>                                    |

**SERVICES NOT INCLUDED IN THIS SCOPE OF WORK** (See Attached Fee Proposal)

|                                   |             |
|-----------------------------------|-------------|
| Utility Relocation Plans          | \$ 1920.00  |
| RW Negotiations (HMB Engineers)   | \$32,000.00 |
| Construction Inspection & Testing | \$64,800.00 |

We appreciate this opportunity and look forward to working with you and your staff on this project.

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc.

  
\_\_\_\_\_

Mike McGregor PE, Project Manager

If you agree with this Scope of Work and Proposed Fee, please sign on the lines provided below and return to our office.

Authorization to Proceed :

Proposal Date – February 4, 2020

Mr. Rick Murphy, City Engineer & Public Works Director

300 S. 5<sup>th</sup> St.

PO Box 2267

Paducah, KY 42002-2267

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name (Printed)

\_\_\_\_\_

Title

**BFW ENGINEERING FEE PROPOSAL  
FOR CITY OF PADUCAH, KY  
FOR BUCKNER LANE BRIDGE REPLACEMENT OVER CROOKED CREEK  
FROM HANSEN ROAD TO PECAN DRIVE**

| TASK DESCRIPTION   | Unit | Cost  | Hours      | TOTAL           |
|--|------|-------|------------|-----------------|
| <b>FIELD SURVEY</b>  |      |       |            |                 |
| 1 Set Vert. / Horiz. Project Control (.25 miles)                                   | Hour | \$110 | 8          | \$880           |
| 2 Collect DTM (Mobile LiDar)   | Hour | \$100 | 6          | \$600           |
| 3 Collect Additional DTM for Obscured Areas  | Hour | \$69  | 4          | \$276           |
| 4 Process Survey Data  | Hour | \$110 | 12         | \$1,320         |
| 5 Deed Research  | Hour | \$110 | 4          | \$440           |
| 6 Contact Property Owners  | Hour | \$110 | 6          | \$660           |
| 7 Locate Property Corners  | Hour | \$110 | 12         | \$1,320         |
| 8 Establish Existing RW & Property Lines   | Hour | \$110 | 16         | \$1,760         |
| 9 Contact & Coordinate Utilities   | Hour | \$110 | 8          | \$880           |
| 10 Locate Existing Utilities (UG and OH / Low Wire)                                | Hour | \$69  | 12         | \$828           |
| 11 Locate Exist. Drainage Structures (Box Culverts, Cross Drains & Entrance Pipes) | Hour | \$69  | 8          | \$552           |
| 12 Stake Temporary Easements   | Hour | \$110 | 6          | \$660           |
| 13 Set Proposed RW Markers   | Hour | \$110 | 16         | \$1,760         |
| 14 Stake 4 Geotech Boring Holes For Box Culvert & Bridge Foundation Analysis       | Hour | \$69  | 4          | \$276           |
| 15 Post Construction Survey for LOMR Submittal                                     | Hour | \$125 | 8          | \$1,000         |
| <b>TOTAL SURVEY</b>  |      |       | <b>130</b> | <b>\$13,212</b> |
| <b>CONCEPTUAL &amp; FINAL DESIGN PLANS</b>   |      |       |            |                 |
| 1 Develop Plan Sheets (Layout, 1"=50' Plan/Profile, RW Acquisition & Strip Map)    | Hour | \$90  | 20         | \$1,800         |
| 2 Prepare Proposed Typical Sections (Use City Standard Pavement Design)            | Hour | \$108 | 12         | \$1,296         |
| 3 Set Horizontal Alignment(s)  | Hour | \$105 | 6          | \$630           |
| 4 Set Vertical Grades  | Hour | \$105 | 8          | \$840           |
| 5 Design Side Street Grades  | Hour | \$105 | 8          | \$840           |
| 6 Develop Proposed Roadway & Drainage Design                                       | Hour | \$105 | 40         | \$4,200         |
| 7 Develop Proposed Roadway Model   | Hour | \$105 | 24         | \$2,520         |
| 8 Coordinate HEC-RAS at Crooked Creek with Strand Associates                       | Hour | \$125 | 40         | \$5,000         |
| 9 Establish Proposed Right-of-Way & Easements on Plans                             | Hour | \$105 | 16         | \$1,680         |
| 10 Calculate Right-of-Way & Easement Takes   | Hour | \$100 | 12         | \$1,200         |
| 11 Prepare Metes & Bounds for Legal Descriptions                                   | Hour | \$100 | 12         | \$1,200         |
| 12 Develop Cross Sections w/Proposed Ditching & Earthwork Volumes                  | Hour | \$90  | 48         | \$4,320         |
| 13 Develop Final Signing Plan  | Hour | \$108 | 16         | \$1,728         |
| 14 Develop Temporary Erosion Control Plan  | Hour | \$90  | 16         | \$1,440         |
| 15 Develop MOT Notes   | Hour | \$100 | 6          | \$600           |
| 16 Calculate Quantities & Prepare Estimated Summary of Quantities Sheets           | Hour | \$105 | 48         | \$5,040         |
| 17 Prepare General Notes   | Hour | \$105 | 4          | \$420           |
| 18 Prepare & Update Construction Cost Estimate                                     | Hour | \$105 | 16         | \$1,680         |
| 19 Prepare Construction Specifications & Bid Document                              | Hour | \$125 | 24         | \$3,000         |
| <b>TOTAL ROADWAY DESIGN</b>  |      |       | <b>376</b> | <b>\$39,434</b> |

**BRIDGE & BOX DESIGN**

|  |      |       |     |          |
|--|------|-------|-----|----------|
| 1 Crooked Creek Sesmic, Foundation Design, & Elevation Layouts | Hour | \$125 | 298 | \$37,250 |
| 2 Seismic Analysis   | Hour | \$125 | 42  | \$5,250  |
| 3 New Box Culvert Design                                       | Hour | \$125 | 120 | \$15,000 |
| 4 Scour Analysis (Bridge & Box Culvert)                        | Hour | \$125 | 4   | \$500    |

**TOTAL BRIDGE & BOX DESIGN**

422 \$58,000

**MEETINGS**

|  |      |       |    |         |
|--|------|-------|----|---------|
| 1 Meetings with City (2 Meetings / 3 Persons)                | Hour | \$480 | 2  | \$960   |
| 2 Public Involvement Meeting (Prepare Handouts & Displays)   | Hour | \$125 | 16 | \$2,000 |
| 3 Coordinate Deed Descriptions with City Attorney (1 Person) | Hour | \$125 | 4  | \$500   |
| 4 Pre-Bid Meeting with Contractors (3 Persons)               | Hour | \$480 | 2  | \$960   |
| 5 Bid Opening with City and Contractors (3 Persons)          | Hour | \$480 | 2  | \$960   |

**TOTAL MEETINGS**

26 \$5,380

**TOTAL SURVEY, ROADWAY DESIGN, BRIDGE & BOX DESIGN**

954 \$116,026

**GEOTECHNICAL SERVICES & GEOTECHNICAL REPORT**

|   |    |  |  |         |
|---|----|--|--|---------|
| 1 Drill Borings @ Crooked Creek Bridge Site (1 @ 70' & 1 @ 100'Depth) | LS |  |  | \$4,900 |
| 2 Drill Borings @ New Box Culvert (2 Borings @ 20' Depth)             | LS |  |  | \$1,500 |

**TOTAL GEOTECHNICAL**

\$6,400

**TOTAL BFW**

954 \$122,426

**SEWER / UTILITY RELOCATION PLANS (IF REQUIRED)**

|                                 |      |       |    |         |
|---------------------------------|------|-------|----|---------|
| Provide Sewer Relocation Design | Hour | \$120 | 16 | \$1,920 |
|---------------------------------|------|-------|----|---------|

**RIGHT OF WAY NEGOTIATION & ACQUISITIONS (HMB ENGINEERS)**

|   |        |         |   |          |
|---|--------|---------|---|----------|
| Negotiate RW and / or Easements with Property Owners<br>(Based on an average per Parcel. Final Fee TBD based on complexity of Parcel)<br>(Does not include appraisals, title, or closing costs) | Parcel | \$4,000 | 8 | \$32,000 |
|---|--------|---------|---|----------|

**CONSTRUCTION INSPECTION & TESTING**

|   |      |      |     |          |
|---|------|------|-----|----------|
| Construction Inspection & Testing (Estimated @ 9 months / 4 hrs. Day) | Hour | \$90 | 720 | \$64,800 |
|---|------|------|-----|----------|

**STRAND ASSOCIATES FEE PROPOSAL  
FOR CITY OF PADUCAH, KY  
FOR BUCKNER LANE BRIDGE REPLACEMENT OVER CROOKED CREEK  
FROM HANSEN ROAD TO PECAN DRIVE**

| <b>TASK DESCRIPTION</b>                                   | <b>Unit</b> | <b>Cost</b> | <b>Hours</b> | <b>TOTAL</b>    |
|---|-------------|-------------|--------------|-----------------|
| <b>HYDRAULIC DESIGN</b>                                   |             |             |              |                 |
| 1 Hydraulic Analysis (Buckner Lane Bridge Replacement)    | Hour        | \$145       | 100          | \$14,500        |
| 2 Hydraulic Analysis (Oakcrest Drive Tributary)           | Hour        | \$145       | 52           | \$7,540         |
| 3 FEMA LOMR Submittal                                     | Hour        | \$145       | 56           | \$8,120         |
| <b>TOTAL HYDRAULIC DESIGN</b>                             |             |             | <b>208</b>   | <b>\$30,160</b> |
| <b>MEETINGS</b>   |             |             |              |                 |
| 1 Meetings with City (1 Meetings / 1 Person)              | Hour        | \$145       | 8            | \$1,160         |
| 2 Teleconference Meeting with City (1 Meeting / 1 Person) | Hour        | \$145       | 2            | \$290           |
| <b>TOTAL MEETINGS</b>                                     |             |             | <b>10</b>    | <b>\$1,450</b>  |
| <b>TOTAL STRAND ASSOCIATES PROJECT COST</b>               |             |             | <b>218</b>   | <b>\$31,610</b> |

# **Agenda Action Form Paducah City Commission**

Meeting Date: March 10, 2020

**Short Title:** Approve Professional Services Contract for a Classification and Compensation Study for a base fee of \$39,000 with additional expenses not to exceed \$1,600 with CBIZ Benefits & Insurance Services, Inc. d/b/a CBIZ Talent and Compensation Solutions - **S SUAZO**

**Category:** Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

**Background Information:** The most recent classification and compensation study was completed in 2011, and it is recommended in order for the City to remain competitive to recruit and retain employees that it is time to review all positions and pay again. The compensation study would analyze the market competitiveness of the City's compensation structure and develop a new compensation structure for the City of Paducah to address both external and internal equity. The objective of the study will also be to provide the City with a compensation plan that will continue to accurately reflect job roles and responsibilities, establish an organizational structure that is flexible in order to accommodate the City's growth and well-aligned with its broader goals and strategies. Staff is also proposing to set aside funds for potential salary adjustments to be implemented in the FY2021 budget pending Commission approval.

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

**If yes, please list the Action Step Item Codes(s):** Recruitment and Retention

**Funds Available:** Account Name: Pay & Class Study 2020

Account Number: MR0077-000-200000-20012

**Staff Recommendation:** Adopt a municipal order appropriating \$40,600 from the General Fund to a Project Account named Pay & Class Study 2020, to pay for professional services with CBIZ Talent and Compensation Solutions to complete the City's Pay and Classification Study.

**Attachments:**

1. Ordinance

ORDINANCE 2020-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CBIZ BENEFITS & INSURANCE SERVICES, INC. IN AN AMOUNT OF \$39,000 PLUS DIRECT EXPENSES IN AN AMOUNT NOT TO EXCEED \$1,600 FOR A CLASSIFICATION AND COMPENSATION STUDY FOR THE CITY OF PADUCAH

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 BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a professional services agreement with CBIZ Benefits & Insurance Services, Inc., for a classification and compensation study for the City of Paducah.

SECTION 2. This agreement shall be in the amount of \$39,000, plus direct expenses in an amount not to exceed \$1,600. This expenditure shall be charged to the Pay & Class Study 2020 Project Account No. MR0077.

SECTION 3. 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, March 10, 2020  
Adopted by the Board of Commissioners, \_\_\_\_\_  
Recorded Lindsay Parish, City Clerk, \_\_\_\_\_  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\Compensation Study 2020 CBIZ Benefits