



**CALLED CITY COMMISSION MEETING  
AGENDA FOR AUGUST 21, 2018  
5:30 P.M.  
CITY HALL COMMISSION CHAMBERS  
300 SOUTH FIFTH STREET**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**DELETIONS**

**PRESENTATION: Annual National Quilt Museum Report – Frank Bennett, CEO National Quilt Museum**

*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. Minutes
		B. Receive & File Documents
		C. Personnel Actions – <b>M. RUSSELL</b>
		D. Approve Strategic Health Risk Advisor & Strategic Benefit Placement Services Contract with Peel & Holland – <b>M. RUSSELL</b>
		E. Ratify Mayor’s Signature of the NEA Our Town Grant Application for PAHA Columbia Theater Renovation – <b>T. TRACY</b>
		F. FY2018-2019 Edward Byrne Justice Accountability Grant Application – <b>B. BARNHILL</b>
		G. Accept 2018 Community Development Block Grant Award for Four Rivers Center Point Recovery Center - <b>T. TRACY</b>
		H. Purchase Outdoor Fitness Equipment for Pat & Jim Brockenborough Rotary Health Park – <b>M. THOMPSON</b>
		I. Purchase Six Pickup Trucks - <b>R. MURPHY</b>

		J. Purchase Dumpsters for Solid Waste Division – <b>R. MURPHY</b>
		K. Contract For Services with Barkley Regional Airport Authority – <b>J. ARNDT</b>
		L. Naming of Noble Park Lake – <b>M. THOMPSON</b>
	<b>II.</b>	<b><u>MUNICIPAL ORDER(S)</u></b>
		A. Munis Contract Amendment for Codes & Permitting Phase– <b>M. SMOLEN</b>
	<b>III.</b>	<b><u>ORDINANCE(S) – ADOPTION</u></b>
		A. Approve Street Closure for 24 <sup>th</sup> & Adams Street – <b>R. MURPHY</b>  PLAT FOR STREET CLOSURE
	<b>IV.</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>V.</b>	<b><u>EXECUTIVE SESSION</u></b>

JULY 23, 2018

At a Joint Called Meeting of the Paducah Board of Commissioners and McCracken County Fiscal Court, held in Courtroom D, of the McCracken County Courthouse at 5:00 p.m., Monday, July 23, 2018, Judge Leeper and Mayor Harless presided. Upon call of the roll, the following McCracken County Fiscal Court members answered to their names: Commissioner Bartleman, Beyer, Wathen and Judge Leeper (4). The City Clerk called the roll for the Board of Commissioners with the following answering to their names: Commissioners Abraham, Rhodes, Wilson and Mayor Harless (4). Commissioner Holland arrived at 5:08 p.m. (1).

**INVOCATION**

Commissioner Beyer gave the invocation.

**PLEDGE OF ALLEGIANCE**

Judge Leeper led the pledge.

**WORKSHOP DISCUSSION ON PADUCAH-MCCRACKEN COUNTY CONVENTION CENTER CORPORATION**

Convention Center Corporation Board Members Drew Hulette and Scott Taylor presented to the Paducah City Commission and McCracken County Fiscal Court regarding the potential of hiring a third-party management company for the Julian Carroll Convention Center.

Currently, the Convention Center host events at which local caterers provide food and beverages. However, they have learned that offering food and beverage from their own kitchen is critical to attracting conventions and events. The Convention Center is currently constructing a full-service kitchen and voted to put out a Request for Proposals to find a third-party management company to oversee food and beverage.

The Convention Center Corporation Board has narrowed the choices to two management company proposals from Spectra and VenuWorks. These third-party management companies would manage the kitchen facility and food and beverage for events. The Convention Center Board anticipates that the kitchen renovation will be completed around February or March 2019. The management companies project a significant increase in revenue in the coming years from the change to internally managed food and beverage.

Convention Center Board Members fielded questions from the Paducah City Commission and McCracken County Fiscal Court regarding risk mitigation, local vendors, numbers of events, and projected financials under third party management. The Convention Center Board intends to include any additional questions that City and County Commissioners might have in their conversations with the two potential third-party management companies.

**ADJOURN**

Commissioner Beyer offered motion, seconded by Commissioner Bartleman to adjourn the meeting of the Fiscal Court. All in favor.

Mayor Harless offered motion, seconded by Commissioner Holland, to adjourn the meeting of the Paducah Board of Commissioners. All in favor.

JULY 23, 2018

Meeting ended at approximately 5:51 p.m.

**ADOPTED:** August 14, 2018

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City Clerk

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Mayor

July 24, 2018

At a Regular Meeting of the Board of Commissioners, held on Tuesday, July 24, 2018, 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, Holland, Rhodes, Wilson and Mayor Harless (5).

**INVOCATION**

Commissioner Holland gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Harless led the pledge.

**PRESENTATION(S)**

**TRAFFIC STUDY REPORT FOR BUCKNER LANE, PECAN DRIVE AND PINES ROAD**

City Engineer and Public Works Director Rick Murphy along with HDR, Inc., Highway Section Manager Chad Stoerger updated the Commission on the traffic study prepared by HDR Engineering for Buckner Lane including the intersections at Pecan Drive and Pines Road. Congestion and back-up in the area is causing a failing level of service during certain portions of the day. HDR presented four alternatives to improve traffic flow including a dedicated right-turn lane, all-way-stop-controlled intersection, signalized intersection and a combination of a signalized intersection and a dedicated right-turn lane. The Commission plans to have additional discussion of the traffic study at the August 28, 2018, City Commission Meeting.

**WELCOME**

The Commission welcomed Katie Axt to the City Hall team as the new Main Street Director. Ms. Axt shared about her past experience and the qualities that drew her to Paducah.

**CONSENT AGENDA**

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. No one asked for any items to be removed. The Mayor asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	Minutes for the July 10, 2018 City Commission Meeting
I(B)1	Reappointment of Melanie Nunn to the Municipal Housing Authority. This term shall expire July 22, 2022.
I(C)1	<b><u>Receive &amp; File Documents</u></b> <i>Minute File:</i> <ol style="list-style-type: none"><li>1. Certificate of Liability Insurance - Metzger Construction</li><li>2. Oath of Office – Lindsay Parish – Deputy Alcoholic Beverage Administrator</li><li>3. Paducah Code of Ordinance Recodification – adopted July 10, 2018 (ORD 2018-7-8539)</li><li>4. Certified list of property owners notified of the intent to annex certain property lying adjacent to the corporate limits of the City of Paducah located between Harris Road and KY Highway 998 (Olivet Church Road)<ol style="list-style-type: none"><li>a. Menards, Inc.</li><li>b. Walter R. Reed and Harriett S. Reed</li></ol></li></ol> <i>Deed File:</i> <ol style="list-style-type: none"><li>5. Quitclaim Deeds Alley Closure between S. 31<sup>st</sup> Street and Maple Avenue –</li></ol>

	<p>parallel to Lone Oak Road and Kentucky Avenue (ORD 2018-4-8522)</p> <ul style="list-style-type: none"> <li>(a) Burbanks Investment, LLC (Tract A)</li> <li>(b) Marshall Davis and his wife, Alberta Davis (Tract B)</li> <li>(c) CC Crossroads, LLC (Tracts C, D and E)</li> <li>(d) AMFM, LLC (Tract F)</li> <li>(e) Joseph Wayne Gorline (Tract G)</li> </ul> <p><u>Contract File:</u></p> <ul style="list-style-type: none"> <li>6. Contract For Services – Yeiser Art Center (Executed by CM)</li> <li>7. Contract For Services – Market House Theatre (Executed by CM)</li> <li>8. Contract For Services – Paducah Symphony Orchestra (Executed by CM)</li> <li>9. Contract For Services – River Heritage Museum (Executed by CM)</li> <li>10. Contract For Services – Uppertown Heritage Foundation (Executed by CM)</li> <li>11. Contract For Services – Paducah Film Society (Maiden Alley) – operating expenses (Executed by CM)</li> <li>12. Change Order #1 – Paducah City Hall Restoration (ORD 2018-7-8538)</li> <li>13. Agreement between City of Paducah and HDR Engineering – Paducah Levee Reconstruction Project – Phase 2 (Executed by CM)</li> </ul> <p><u>Financials File:</u></p> <ul style="list-style-type: none"> <li>14. City of Paducah, Kentucky Annual Budget FY 2019</li> </ul> <p><u>Proposals</u></p> <ul style="list-style-type: none"> <li>15. Summit Environmental Services, Inc. – Air Monitoring for asbestos abatement project for Paducah City Hall</li> </ul>
I(D)1	Personnel Actions
I(D)2	A MUNICIPAL ORDER AMENDING THE FY2018-2019 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY, TO CREATE THE POSITION OF BUSINESS SYSTEMS ANALYST, INCREASE BY ONE THE BUDGETED TOTAL IN GENERAL GOVERNMENT AND DECREASE BY ONE THE BUDGETED TOTAL IN THE INFORMATION TECHNOLOGY DEPARTMENT (M.O. # 2125; BK 10)
I(D)3	A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2018-2019 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (M.O. # 2126; BK 10)
I(D)4	A MUNICIPAL ORDER APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY AND THE KENTUCKY INFRASTRUCTURE AUTHORITY TO PROVIDE \$4,610,667 OF LOAN FUNDS FOR WASTEWATER SYSTEM IMPROVEMENTS (M.O. # 2127; BK 10)
I(D)5	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF PRIMARY AND BACKUP HOST SERVERS, PRIMARY AND BACKUP STORAGE ARRAYS,

July 24, 2018

	VIRTUALIZATION SERVER SOFTWARE AND SOFTWARE LICENSES FROM DELL MARKETING L.P. IN THE AMOUNT OF \$131,216.42 FOR THE 911 PHASE I CAD UPGRADE (M.O. # 2128; BK 10)
I(D)6	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE LUTHER F. CARSON FOUR RIVERS CENTER, INC. IN THE AMOUNT OF \$59,425 FOR SPECIFIC SERVICES (M.O. # 2129; BK 10)
I(D)7	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH AREA TRANSIT SYSTEM IN THE AMOUNT OF \$215,000 FOR PUBLIC TRANSPORTATION SERVICES (M.O. # 2130; BK 10)
I(D)8	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. IN THE AMOUNT OF \$75,000 FOR THE TWO LOCATIONS OF THE PADUCAH SCHOOL OF ART (M.O. # 2131; BK 10)
I(D)9	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. IN THE AMOUNT OF \$125,000 FOR THE COMMUNITY SCHOLARSHIP PROGRAM (M.O. # 2132; BK 10)

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

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

**ORDINANCE(S) – ADOPTION**

Mayor Harless permitted Tom O’Neil to speak on behalf of Menard, Inc., regarding the Intent to Annex properties on Hinkleville Road, Harris Road and Olivet Church Road. Menard, Inc. is a home improvement company based in Eau Claire, Wisconsin. Mr. O’Neil thanked City staff for helping to walk Menard, Inc. through the process of being annexed into the City.

**APPROVE INTENT TO ANNEX PROPERTIES ON HINKLEVILLE ROAD, HARRIS ROAD AND OLIVET CHURCH ROAD**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE DECLARING THE CITY OF PADUCAH’S INTENT TO ANNEX CERTAIN PROPERTIES LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTIES TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This ordinance is summarized as follows: Approving intent to annex and declaring it desirable to annex certain tracts of property contiguous to the present city limits, located between Harris Road and KY Highway 998 (Olivet Church Road), containing 69.83 acres, more or less.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-7-8540; BK 35)

July 24, 2018

**CHANGE ORDER NO. 2 FOR CITY HALL PHASE I PROJECT**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE APPROVING CHANGE ORDER NO. 2 WITH A & K CONSTRUCTION FOR A PRICE INCREASE IN THE AMOUNT OF \$16,836.00 FOR THE CITY HALL PHASE I PROJECT." This Ordinance is summarized as follows: the City of Paducah approves Change Order No. 2 with A & K Construction for an overall price increase in the amount of \$16,836.00 for sidewalk replacement credit, lightweight concrete credit, storm water drainage credit, roof hatch access addition, canopy sonotube repair, canopy column repair, canopy underdeck and beam edge repair and canopy roof insulation addition for the City of Paducah's City Hall Phase I Project, henceforth, increasing the total contract price to \$4,104,236.00 and authorizes the Mayor to execute the change order.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-7-8541; BK 35)

**APPROVE HDR SERVICES FOR PAVEMENT MANAGEMENT PROGRAM**

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND HDR ENGINEERING, INC., FOR PRE-SURVEY DATA COLLECTION AND PAVEMENT INSPECTIONS FOR THE PAVEMENT MANAGEMENT PROGRAM IN AN AMOUNT OF \$166,500.00; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT." This Ordinance is summarized as follows: this Ordinance authorizes and approves an Agreement between the City of Paducah and HDR Engineering, Inc., relating to pre-survey data collections and pavement inspections for the pavement management program in an amount of \$166,500.00 and authorizes the Mayor to execute said Agreement.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-7-8542; BK 35)

**ORDINANCE(S) – INTRODUCTION**

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF ADAMS STREET, A PORTION OF SOUTH 24TH STREET AND AN ALLEY PARALLEL TO SOUTH 24TH AND 25TH STREETS, BETWEEN ADAMS STREET AND JACKSON STREET, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME." This Ordinance is summarized as follows: That the City of Paducah hereby authorizes the closing of a portion of Adams Street, a portion of South 24<sup>th</sup> Street and an alley parallel to South 24<sup>th</sup> and 25<sup>th</sup> Streets, between Adams Street and Jackson Street, and authorizes the Mayor to execute all documents necessary to complete the transfer of property to the property owners in or abutting the public ways to be closed.

**COMMENTS**

**COMMENTS FROM THE CITY MANAGER**

City Manager Arndt reported that Movies in the Park is scheduled for Thursday, July 26<sup>th</sup>. He reported that Tyler Technologies representatives are on site at City Hall for the next 6 weeks. A special called meeting of the Board of Commissioners is scheduled for August 7<sup>th</sup> at 4:30 PM at the Robert Cherry Civic Center to discuss the Strategic Plan. A Stormwater Master Plan meeting is scheduled for Monday, July 30<sup>th</sup> from 5-7 p.m. Work is underway to form a Middle Management Team.

July 24, 2018

**PUBLIC COMMENTS**

Gayle Neal spoke to the Commission about the City's Strategic Plan, specifically walkability in Paducah and responsible waste management.

Danny Kohm spoke to the Commission about alley maintenance and neighborhoods.

**ADJOURN**

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

Meeting ended at approximately 7:20 p.m.

ADOPTED: August 21, 2018

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

ATTEST:

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

August 7, 2018

At a Called Meeting of the Board of Commissioners, held on Tuesday, August 7, 2018, at 4:30 p.m., held at the Robert Cherry Civic Center, 2701 Park Avenue, in the Assembly Room, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

### **INVOCATION**

Commissioner Abraham gave the invocation.

### **PLEDGE OF ALLEGIANCE**

Mayor Harless led the pledge.

### **ORDINANCE - EMERGENCY**

#### **TRANSFER OF SURPLUS PROPERTY AT 5455 COMMERCE DRIVE**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce and adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING AND APPROVING THE TRANSFER OF SURPLUS MUNICIPALLY OWNED REAL PROPERTY LOCATED AT 5455 COMMERCE DRIVE, PADUCAH, MCCRACKEN COUNTY, KENTUCKY, TO THE PADUCAH-MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY FOR PURPOSES OF ECONOMIC DEVELOPMENT, INCLUDING THE EXECUTION OF THE DEED OF CONVEYANCE AND DECLARING AN EMERGENCY TO EXIST." This Ordinance is summarized as follows: In this Emergency Ordinance the City of Paducah ("City") declares City owned real property with improvements located at 5455 Commerce Drive, in Paducah, McCracken County, Kentucky, as surplus property and authorizes the transfer of the surplus property to Paducah-McCracken County Industrial Development Authority for economic development purposes. This Ordinance further authorizes the Mayor of the City of Paducah, Kentucky, to execute and deliver a general warranty deed of conveyance of the surplus property.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-8-8543; BK 35)

### **STRATEGIC PLAN WORKSHOP & DISCUSSION**

The Board of Commissioners participated in a Strategic Plan workshop to align the Board of Commissioners and the Leadership Team on priority initiatives to guide the City. The City Manager took the Commission and Leadership Team through a Strategic Plan Vision Exercise and Alignment Activity to identify the top priorities from each Key Performance Area.

Below is a summary of the discussion as prepared by Public Information Officer Pam Spencer in the Commission Meeting Highlights.

*The Paducah Board of Commissioners, City Manager Jim Arndt, and the City Directors held a nearly three-hour workshop to collaborate on priority initiatives regarding the City of Paducah Strategic Plan. In May, the Board approved a municipal order adopting the Vision Statement and the eight Key Performance Areas and Objectives. Mayor Brandi Harless created the draft plan using information from the City Strategic Planning Session held in November 2017 and from the community meetings she held January through March.*

*During this meeting, the group worked on reviewing the objectives under each of the Key Performance Areas. Each participant was asked to provide their top three and bottom three objectives for each Area. After much discussion and tallying of the votes, the result is a concise list of priorities.*

August 7, 2018

Commissioner Sandra Wilson said, "We have narrowed this down to more things that are reasonable and will make a difference."

Mayor Brandi Harless said community engagement is the umbrella over all of the objectives.

The Key Performance Areas with their Prioritized Objectives are:

Maintain high level of safety for all (objectives are under development)

Develop healthy and sustainable neighborhoods

- 50% of neighborhoods will be taking on enhancement projects;
- All neighborhoods will develop an asset map, vision board, and establish a plan for vacant properties and redevelopment;
- 70% of neighborhoods will be connected via sidewalks and/or bike lanes;
- 20% more housing options

Maintain thoughtful and modern infrastructure

- Establish a funded asset management plan;
- 70% of Paducah's neighborhoods will be connected via sidewalks and/or bike lanes;
- Create a self-sustaining storm water management and infrastructure operation;
- Explore affordable municipal broadband as a 4th utility. Look at phasing-in neighborhoods

Provide open, smart, and engaged government

- City services and programs will have defined outcome measures, data collection plans, and regular reporting strategies;
- A clearly defined path through Munis for providing and tracking service requests will support continuous improvement of services;
- Paducah will be known as a "business-friendly" city;
- Citizens will be able to access service information via online portal

Enhance arts and culture

- Every commercial corridor and neighborhood will have one piece of public art;
- 50% more of Paducah's citizens will have visited a creative or cultural destination in the city;
- 10% more people will attend arts and culture events, programs, and classes;
- Art consortium organizations will experience a 5% increase in funding from grants

Empower upward economic mobility for all

- Paducah's riverfront will be fully developed from the Carson Center to the Convention Center;
- All commercial corridors/districts will be identified, branded, beautified, and have a plan for vacant properties;
- 90% of downtown buildings will be occupied;
- X% of existing businesses will expand;
- 25% more new business permits will be submitted in Advanced Manufacturing, Creative Industries, Health/Healthcare, Business/IT, Construction/Trades, and River-logistics/Transportation;
- Investigate population loss and launch proactive measures to reinforce population growth

Provide excellent recreation experiences for all ages and abilities

- Paducah will host five yearly baseball/softball/soccer/tennis/Frisbee golf tournaments;
- Shoreline and river-based recreational opportunities will be available;

August 7, 2018

- *Citizens will have access to improved after-school activities, indoor swimming, indoor recreation, and the Parks & Rec office in one centrally located facility*
- *20% more citizens and citizen groups will know how to help and engage in park cleanliness and maintenance;*
- *Continue hosting city-sponsored special events*

*Celebrate a diverse community*

- *Create Diversity Council;*
- *Identify gaps in necessary programming and projects to improve diversity and inclusion;*
- *Host a multicultural festival.*

*The next step is for the City Manager and staff to develop Action Plans for each of the prioritized objectives that will include personnel assignments, timelines, etc. City Manager Arndt said the Board would be receiving monthly status updates.*

**ADJOURN**

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

Meeting ended at approximately 7:30 p.m.

**ADOPTED:** August 21, 2018

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

August 21, 2018

Minute File:

1. Notice of Cancellation for the Board of Commissioners Meeting on August 14, 2018
2. Notice of Called Meeting for the Board of Commissioners Meeting on July 23, 2018
3. Amended Notice of Called Meeting for the Board of Commissioners on August 7, 2018
4. Certificate of Liability Insurance and Right of Way Bond – StoneBridge Construction

Deed File:

1. Quitclaim Deed – 2315 Powell Street (MO #2105)

Contract File:

1. Contract For Services-
  - a. Luther F. Carson Four Rivers Center (MO #2129)
  - b. Paducah Transit Authority (MO #2130)
  - c. Paducah Junior College – Art School (MO # 2131)
  - d. Paducah Junior College – Scholarship Fund (MO #2132)
  - e. Brooks Stadium Commission – Signed by City Manager
  - f. National Quilt Museum – Signed by City Manager
2. Agreement between City of Paducah and HDR Engineering – Paducah Levee Reconstruction Project, Phase 2 (Signed by City Manager)
3. Renewal Agreement with Finley Fire Equipment (d/b/a Bluegrass Fire Equipment) for SCBA (MO #1970)
4. Edward Byrne Memorial Justice Assistance Grant (JAG) (MO #2123)
5. Change Order #2 – City Hall Restoration Project (Ord # 2018-7-8541)
6. Agreement between City of Paducah and HDR Engineering – Pavement Evaluation – (Ord # 2018-7-8542)

Financials File:

1. Moody's Investors Services – Annual Comment on Paducah July 23, 2018
2. Paducah Water Works – Financial Highlights for June 2018
3. WKCTC – Television Department Annual Report (July 2017 – June 2018)
4. Upper Town Heritage Foundation Inc. Form 990
5. Yeiser Art Center – Financial Statement (through June 30, 2017)

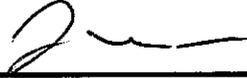
Proposals

1. Surplus Property Sale Sealed Bid – 2315 Powell Street (MO #2105)
2. Bids for Parks Utility Vehicle (all bids came in under \$20,000)
  - a. McKeel Equipment
  - b. Heartland Outdoor Equipment
3. Bids for Six pickup trucks for use by multiple departments
  - a. Linwood Motors \*(Chosen bid)
  - b. Paducah Ford

CITY OF PADUCAH  
August 21, 2018

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



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City Manager's Signature



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Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
August 21, 2018**

**NEW HIRE - FULL TIME (FT)**

<b><u>EMERGENCY COMMUNICATIONS</u></b>	<b><u>POSITION</u></b>	<b><u>RATE</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
Golightly, Cory C.	Telecommunicator	\$16.38/Hr.	NCS	Non-Ex	September 6, 2018

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

	<b><u>PREVIOUS POSITION AND BASE RATE OF PAY</u></b>	<b><u>CURRENT POSITION AND BASE RATE OF PAY</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>FIRE - SUPPRESSION</u></b>					
Larson, Adam W.	Acting Fire Lieutenant \$16.85/Hr.	Firefighter/Relief Driver \$15.60/hr.	NCS	Non-Ex	July 28, 2018
Blackwell, Jacob H.	Firefighter/Relief Driver \$15.33/Hr.	Acting Fire Lieutenant \$16.56/Hr.	NCS	Non-Ex	March 31, 2018
Blackwell, Jacob H.	Acting Fire Lieutenant \$16.56/Hr.	Firefighter/Relief Driver \$15.33/Hr.	NCS	Non-Ex	May 16, 2018

**PARKS SERVICES**

Sims, Tanner S.	Lifeguard \$8.37/Hr.	Recreation Leader \$11.20/Hr.	NCS	Non-Ex	August 16, 2018
Weathers, Kelsey B.	Recreation Leader \$11.20/Hr.	Recreation Specialist \$16.00/Hr.	NCS	Exempt	August 16, 2018

**GENERAL - GOVERNMENT**

Birdsong, Lindsay M.	Administrative Assistant III \$17.12/Hr.	Administrative Assistant III \$17.98/Hr.	NCS	Non-Ex	August 23, 2018
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**TERMINATIONS - FULL TIME (FT)**

<b><u>EPW - STREET</u></b>	<b><u>POSITION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE DATE</u></b>
Hill, Christopher D.	ROW Maintenance Person	Resigned	August 1, 2018
<b><u>PARKS SERVICES</u></b>			
Rawlings, Thomas H.	Laborer	Termination	July 28, 2018
Boyarski, Zachary P.	Administrative Assistant II	Resigned	August 2, 2018

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

<b><u>PARKS SERVICES</u></b>	<b><u>POSITION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE DATE</u></b>
Espinoza, Franchesca	Laborer	Resigned	July 19, 2018
Gaines, Justan E.	Laborer	Termination	July 25, 2018
Watkins, Hunter H.	Laborer	Termination	July 24, 2018

# Agenda Action Form Paducah City Commission

Meeting Date: August 21, 2018

Short Title: Strategic Health Risk Advisor and Strategic Benefit Placement Services  
Renewal with Peel and Holland.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Martin Russell  
Presentation By: Martin Russell

### Background Information:

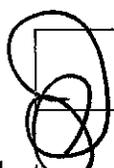
The City has utilized the Health Risk Advisor services of Greg Carlton through Peel & Holland since July 1999 pertaining to issues regarding the administration, renewal, claim resolution, cost containment and bidding process of the City's health insurance plan. During this time the City has received exceptional service from Mr. Carlton. The City will pay Peel and Holland \$78,900 for the 2018 years' service. This fee is payable in four equal installments of \$19,725 to be billed quarterly. The total includes a \$72,000 advisor fee and includes the use of data analytics via Acclaim Health Analytics and NavMD Design 180 with customized reporting and care management integration that provides data analytics that are critical to the success of the Edumedics layer of Health Coaching that was added in 2014. In addition, there is use of Compliance Dashboard which is needed to stay in line with the changing laws related to ACA and other employer reporting of health information. This total dollar amount remains flat to last year.

There will be an additional fee of \$200 per hour subject to a minimum retainer of \$5,000 for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes, or other similar issues. The services provided by Greg Carlton will continue effective January 1, 2019. 

In addition to this agreement is an Advisory Agreement Services Addendum. This Addendum would only be in effect if services from attached form are requested and additional charges and fees will apply.

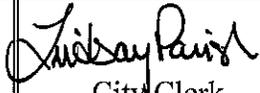
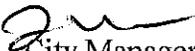
Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Other Contract Services  
Account Number: 73000208-523070

 8/17/18  
Finance

Staff Recommendation: Authorize the Mayor to execute a contract between the City of Paducah and Peel & Holland pertaining to the administration of the City's health insurance.

Attachments: Strategic Health Risk Advisor and Strategic Benefit Placement Services  
Renewal Agreement

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC  
BENEFIT PLACEMENT SERVICES AND AN ADVISORY AGREEMENT  
SERVICES ADDENDUM WITH PEEL & HOLLAND FINANCIAL GROUP FOR  
ADMINISTRATION OF THE CITY OF PADUCAH'S HEALTH INSURANCE

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

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute of a contract for a Strategic Health Risk Advisor and Strategic Benefit Placement Services with Peel & Holland Financial Group, in the amount of \$78,900.00, payable in four equal installments of \$19,725 each, for administration services pertaining to the administration of the City of Paducah's health insurance. An additional fee of \$200 per hour, subject to a minimum retainer of \$5,000.00, will be charged for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes or other similar issues.

SECTION 2. The City of Paducah hereby authorizes the Mayor to execute an Advisory Agreement Services Addendum Peel & Holland Financial Group, which provides for additional fees if specific additional services are requested including Carrier Billing Reconciliation, Enrollment Hours and Benefit Administration System Maintenance for \$150 per hour with a \$300 minimum and ACA Reporting for \$150 per hour with a \$1,500 minimum.

SECTION 3. Said contract and addendum authorized in Sections 1 and 2 above will be for the 2019 calendar year. This expenditure shall be charged to the Other Contract Services account 73000208-523070.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners, August 21, 2018  
Recorded by Lindsay Parish, City Clerk, August 21, 2018  
\\mo\contract-Greg Carlton 2019

## **STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES**

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THIS CONTRACT, made and entered into on this 21st day of August 2018 , by and between Peel & Holland Financial Group, 1120 Main, P.O. Box 427, Benton, Kentucky 42025, hereinafter referred to as "ADVISOR," and City of Paducah, Kentucky hereinafter referred to as the "CLIENT,"

WITNESSETH:

WHEREAS, CLIENT desires to engaged ADVISOR to access its "Strategic Health Risk Advisor System and Strategic Insurance Placement Services System", hereinafter referred to as "SYSTEM" and ADVISOR desires to accept such engagement; and

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

A. ADVISOR perform the following services on behalf of the CLIENT:

1. Review all insurance contracts and employer forms relating to health, vision, dental, and drug benefits, HRA, H.S.A. and make recommendations to the CLIENT on such contracts.
2. Coordinate on-site enrollers or web-based enrollments and assistance with annual open enrollment for eligible employees during the period(s) contracted.
3. Provide assistance with questions on behalf of CLIENT including but not limited to health insurance claims, eligibility, plan selection for employees.
4. Provide consultation on issues relating to cost share, stop-loss and plan administration, and oversight in bid processes annually.
5. Review and provide commentary on plan data such as claims, administrative and reinsurance costs and comparisons of data for varying years on a quarterly basis agreed to committees and/or the City Commission, or City Manager as agreed to by CLIENT.

6. Prepare annual request for proposals (RFP) for years CLIENT requests formal bid processes. Provide oversight and coaching services in review of bids, assembly of data received by bidders and make specific recommendations to CLIENT for placement or procurement of health/drug, dental and vision insurance contracts.
7. Review preferred provider agreements and assist client in comparing and selecting preferred provider organizations (PPO).
8. Assist CLIENT with meetings and coach on benefit plan issues with employee groups as requested by CLIENT.
9. When qualified provide advice for all other areas of health, dental and drug plan operations as requested by CLIENT.
10. Provide COBRA administrative services via a separate administrative party as per a separate agreement between, U.S. Admin, LLC. and CLIENT.
11. Provide expert witness services in connection for employer and employee bargaining, legal matters, disputes, or similar issues, as requested by the employer or the employer's legal counsel.
12. Provide data analytics via Acclaim Health Analytics and NavMD Design180 with customized reporting and care management integration with disease management firms chosen independently by CLIENT.
13. Access to Compliance Dashboard, tool to help assure compliance with health plan laws.

B. For the services rendered as described in Paragraph A, Subparagraphs 1 through 10, CLIENT shall pay ADVISOR a fee of \$78,900 per annum (fee includes \$72,000 for Items 1-10, \$6,300 for item 12, and \$600 for Item #13). Services shall be billed and payable at a rate of \$19,725 per quarter and due each of the following dates: January 1, 2018, April 1, 2018, July 1, 2018, and October 1, 2018, payable within 30

days of each billing statement. Services shall continue for one calendar year from the inception date of this agreement. For services rendered as described in Paragraph A, Subparagraph 11 above, CLIENT shall pay ADVISOR a separate fee of \$200.00 per hour subject to a minimum retainer of \$5,000.00 per year should services be requested in item 11 above. Invoice for services rendered or retained under Paragraph A, Subparagraph 11, shall be billed monthly as accrued and payable no later than the 10<sup>th</sup> of the following month after the billed date. Assuming no services Paragraph A, Subparagraph 11 are requested, then no fee shall be paid under this separate section of the services. Also, due to the nature of benefits such as dental, vision, life, voluntary plans, etc. certain carriers may not waive standard commissions and if such relationship exists then these commissions shall be disclosed and commissions may be earned in addition to other fees specified within this agreement. The charging of these fees and expenses by ADVISOR for the services enumerated shall not preclude his charging and receiving a commission or fee as an agent or consultant in a separate transaction between CLIENT and ADVISOR should there be any such separate transaction.

C. CLIENT acknowledges that, with respect to providing advice and assistance placing insurance-related products, ADVISOR is acting as an insurance agent (as defined in KRS Chapter 304.9-020) and subject to provisions of KRS Chapter 304.11-020 TO 304.11-050. Further CLIENT meets the definition of "client" as denoted in KRS Chapter 304.11-020 TO 304.11-050 for health insurance.

D. CLIENT agrees that ADVISOR's sole responsibility is to provide its best advice in an objective manner in accordance with the terms of the contract. CLIENT understands and acknowledges that in many instances ADVISOR's advice will simply consist of his opinion. Although CLIENT may delegate to ADVISOR certain decisions as part of the service rendered by ADVISOR pursuant to this contract, only CLIENT, and not ADVISOR, shall be responsible for such decisions. ADVISOR's obligation to CLIENT shall be limited to providing CLIENT with his best opinion based upon his professional experience at the time such opinion is presented. CLIENT acknowledges

that ADVISOR makes no representations nor warranties concerning the quality, effectiveness, or results of his coaching services, and CLIENT assumes full risk for, and shall hold ADVISOR harmless from, all results of following or rejecting ADVISOR's advice or recommendations.

E. CLIENT shall release ADVISOR from providing any services required herein and ADVISOR shall provide a refund to CLIENT, prorated with the length of service rendered, if ADVISOR is prevented from providing the services by sickness, death, or events beyond his control, or if any outstanding bill which is due and payable by CLIENT to ADVISOR for past services is not paid in accordance with this contract.

F. Termination: CLIENT agrees that the initial term of this agreement and associated fees shall continue through December 31, 2019 and may continue into the future, as mutually agreed and by extending the agreement in writing. Afterward, either party may termination this agreement, at any time, for any reason, provided a ninety (90) day notice is provided in writing. Fees shall continue to become due and payable throughout the length and term of the entire agreement, even if terminated, unless stipulated otherwise in section E. above.

G. This agreement has been entered into by City of Paducah, Paducah, Kentucky and Peel & Holland Financial Group.

IN TESTIMONY WHEREOF, Peel & Holland Financial Group and City of Paducah each has caused their name to be hereunto affixed on this date first written above.

08/21/2018

Date:



DJ Story, Authorized Peel & Holland Representative

Date:

City of Paducah Kentucky

## Advisory Agreement Services Addendum

### Additional Human Resources and Financial Support Services

Our advisory services assume each client shall maintain employment records, system information and provide for their own carrier bill reconciliation. In the event the services indicated below are requested additional charges and fees will apply.

- Carrier Billing Reconciliation: \$150 per hour, \$300 minimum
  - Auditing carrier invoices;
  - Retrospective billing resolution and dispute mitigation
- Enrollment Errors: \$150 per hour, \$300 minimum
  - Enrollment corrections;
  - Carrier communications;
  - Dispute resolution;
- Benefit Administration System Maintenance: \$150 per hour, \$300 minimum
  - System build, implementation and testing;
  - Entering, maintaining and updating various records
- ACA Reporting: \$150 per hour, \$1,500 minimum
  - Training, support and online assistance outside the initial system implementation;
  - Entering data, uploading reports and assistance with retrospective corrections

I/We understand the services as listed above require additional time, effort, support and additional charges shall apply.

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

\_\_\_\_\_  
City of Paducah, Authorized Representative

# Agenda Action Form Paducah City Commission

Meeting Date: *August 21, 2018*

Short Title: **NEA Our Town Grant Application for Columbia Theater**

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work by: *Tammara Tracy*  
Presented by: *Tammara Tracy*

**Background Information:**

*The Our Town Program, which is through the National Endowment for the Arts (NEA), encourages local partnerships and funds projects with the potential to integrate design and the arts into the fabric of community life and that serve as a vehicle for economic revitalization. Projects should have a positive, innovative impact on the community, together with their arts and design organizations and artists, to improve their quality of life and encourage creative activity. NEA requires a partnership between a local unit of government and a non-profit organization; therefore, the city will be the applicant for funding.*

*The Paducah Art House Alliance (PAHA) with the City of Paducah is requesting NEA Our Town Funds for a Place-based Project, specifically for Phase 2 of the restoration of the Columbia Theatre. The estimated cost of Phase 2 is \$628,625. Phase 2 consists of Design and Construction Phases including architectural restoration design, engineering services, construction drawings, Audio/Visual, lighting, theatrical & acoustical design; however to cap project cost for this Phase, the bidding & contract negotiation and construction administration will be addressed at the time of construction. A \$200,000 grant is requested from the NEA Our Town program, which requires a minimum one-to-one match, which can be in the form of both cash and/or in-kind services. The PAHA has pledged a match of \$200,000; PAHA will utilize pledges from a variety of sources as their required match. Additionally, a \$190,000 credit from previous work has been extended to this project by the design firm. No city funds would be utilized for the required match.*

*The Paducah Art House Alliance, a 501(c)3 non-profit organization, sprouted from a dedicated group of volunteers interested in saving the Columbia Theatre, a 1927 art palace. The Columbia Theatre is a beacon of grandeur unique and critical to Paducah's architectural history that can once again be an economic driver and destination within Western Kentucky. A restored Columbia Theatre offers a unique opportunity for creative place making, and fulfills a missing programmatic space for the community to provide diverse cultural experiences and inspire creative endeavors across generations.*

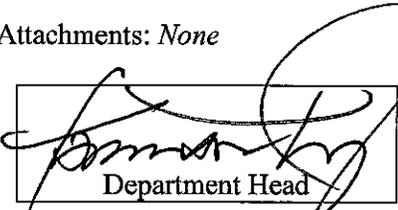
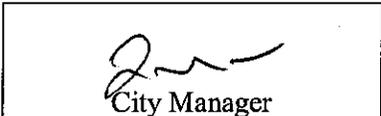
Goal:  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

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

Finance

Staff Recommendation:      *Authorize and ratify the Mayor's execution of all required application documents; as well as the submittal of the grant application through the Grants.gov system and NEA's online grant portal by the Department of Planning.*

Attachments: *None*

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER RATIFYING THE MAYOR'S EXECUTION OF A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY IN PARTNERSHIP WITH THE PADUCAH ART HOUSE ALLIANCE THROUGH THE NATIONAL ENDOWMENT FOR THE ARTS (NEA) FOR AN OUR TOWN GRANT IN THE AMOUNT OF \$200,000 FOR PHASE II OF THE RESTORATION OF THE COLUMBIA THEATRE AND AUTHORIZING THE PLANNING DEPARTMENT TO SUBMIT SAID GRANT THROUGH THE ONLINE GRANT PORTAL

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves an application and all documents necessary for the Planning Department, in partnership with the Paducah Art House Alliance (PAHA), to submit application for an Our Town Grant through the National Endowment for the Arts' online grant portal and Grants.gov system. The request is in the amount of \$200,000, and will be used to fund Phase II of the restoration of the Columbia Theatre.

SECTION 2. The City hereby ratifies and approves the Mayor's signature on an application for the Our Town Grant approved in Section 1 above.

SECTION 3. The required one-to-one match will be met by the Paducah Art House Alliance. No city funds will be utilized for the match.

SECTION 4. 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, August 21, 2018  
Recorded by Tammara S. Sanderson, City Clerk, August 21, 2018  
\\mo\grants\natl endowment for the arts-our town 2018 Columbia

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 21 August 2018

Short Title: 2018-2019 Edward Byrne Memorial Justice Accountability Grant (JAG) Application.

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work By:            Capt. Joe Hayes, Sheryl Chino, Melanie Townsend  
Presentation By:        Chief Brandon Barnhill

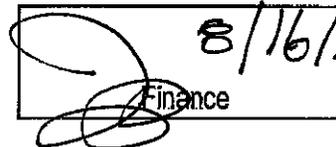
Background Information: The Edward Byrne Memorial Justice Accountability Grant (JAG) is a federal formula grant funded through the U.S. Department of Justice. The city has received a notice of eligibility for the amount of \$11,816.

The Paducah Police Department proposes to purchase five (5) hand held radios. Due to upgrade of the 911 system, the current radios are becoming obsolete. The total project cost is \$13,872.45. The \$2,056.45 difference between available funds and the total cost will come from the department's  fund.

There is no match required for this grant.

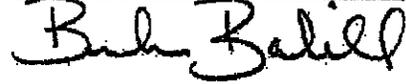
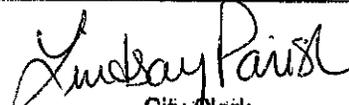
Goal:     Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

Funds Available:            Account Name:  
   Account Number:  
   Project Number:  
   CFDA: 16.738

 8/16/2018  
Finance

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

Attachments:    None.

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER APPROVING THE EXECUTION OF A GRANT APPLICATION TO OBTAIN A 2018-2019 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT, THROUGH THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$11,816.00, TO BE USED BY THE PADUCAH POLICE DEPARTMENT FOR THE PURCHASE OF HAND HELD RADIOS

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

SECTION 1. The City of Paducah hereby approves the execution of a grant application to obtain a 2018-2019 Edward Byrne Memorial Justice Accountability Grant, through the U.S. Department of Justice, in the amount of \$11,816.00, to be used by the Paducah Police Department toward the purchase of five hand held radios. This grant does not require a local cash match.

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, August 21, 2018  
Recorded by Lindsay Parish, City Clerk, August 21, 2018  
\\mo\grants\app – 2018-2019 Justice Assistance Edward Byrne JAG

**Agenda Action Form  
Paducah City Commission**

**Meeting Date:** 21 August 2018

**Short Title:** Center Point Recovery Center – 2018 CDBG Grant receipt

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By:    Melanie Townsend, Terry Hudspeth  
Presentation By: Tammara Tracy

**Background Information:** The Department for Local Government (DLG) has awarded a grant of \$200,000 to the Four Rivers Behavioral Health Recovery Center Project (Center Point Recovery Center). The funding comes through the 2018 Funding Cycle from the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. Funds are designated for various program areas including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Services.

The City of Paducah adopted Municipal Order 2106 on June 12, 2018, approving the city to apply for the CDBG grant on behalf of Four Rivers Behavioral Health. Four Rivers will provide matching funds from various sources. An administration fee of \$2,500 will be paid to the city for maintaining and providing administration of the funding.

There are no city funds required.

As conditions of accepting the CDBG funding, the city must approve the following items:

- Grant Agreement with DLG
- Residential Anti-displacement and Relocation Assistance Plan
- KCDBG Procurement Code
- Legally Binding Agreement with Four Rivers Behavioral Health Recovery Center

Goal:    Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

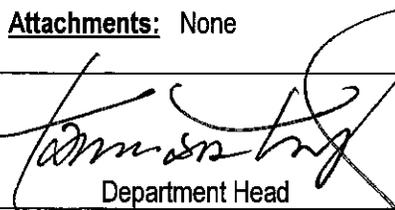
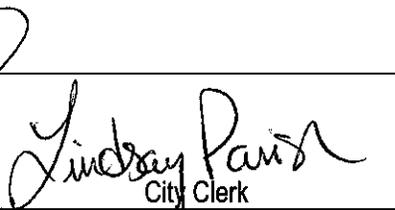
**Funds Available:**

Account Name:  
Account Number:    **CD0096**  
Project Number:

**8/13/18**  
Finance

**Staff Recommendation:** Authorize and direct the Mayor to sign all required grant award documents.

**Attachments:** None

 Department Head	 City Clerk	 City Manager
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A MUNICIPAL ORDER APPROVING AN AGREEMENT WITH THE KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT TO OBTAIN A COMMUNITY DEVELOPMENT BLOCK GRANT AWARD ON BEHALF OF THE FOUR RIVERS BEHAVIORAL HEALTH CENTER POINT RECOVERY CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

WHEREAS, the City of Paducah adopted Municipal Order No. 2106 on June 12, 2018, authorizing the application for a Community Development Block Grant from the Office of the Governor's Department for Local Government for the Four Rivers Behavioral Health Recovery Center Project (Center Point); and

WHEREAS, the Kentucky Department for Local Government has offered a grant award in the amount of \$200,000; and

WHEREAS, the City will receive \$2,500 for grant administration, monitoring and maintaining records with the amount of \$197,500 to be spent on personnel expenses at Center Point Recover Center; and

WHEREAS, it is now necessary to proceed for approval by the Board of Commissioners for the City to accept the grant award, execute all documents relating to same including the legally binding agreement with Four Rivers Behavioral Health.

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

SECTION 1. That the City of Paducah approves an Agreement with the Kentucky Department for Local Government to obtain a Community Development Block Grant Award on behalf of Four Rivers Behavioral Health Center Point Recovery Center in the amount of \$200,000 with the City receiving \$2,500 of said grant for administration. Matching funds will be provided by Four Rivers Behavioral Health.

SECTION 2. That the Mayor is hereby authorized to execute all documents necessary to accept the grant award with the Kentucky Department for Local Government as approved in Section 1 above including the legally binding agreement with Four Rivers Behavioral Health for the Center Point Recovery Center.

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

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

ATTEST:

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

Adopted by the Board of Commissioners, August 21, 2018  
Recorded by Lindsay Parish, City Clerk, August 21, 2018  
\\MO\grant\award - FRBH Recovery Center 2018

## **GRANT INFORMATION AND IDENTIFICATION**

Grant Agreement Number: 18-026

Subrecipient: City of Paducah

Project Name: Four Rivers Recovery Center (Recovery Kentucky)

Federal Agency: U.S. Department of Housing and Urban Development

Pass-Through Agency: Kentucky Department for Local Government

CFDA Title: Community Development Block Grant/State's Program  
(State-Administered Small Cities Program)

CFDA Number: 14.228

Award Year: 2018

## **GRANT AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Paducah, Kentucky, hereinafter referred to as Recipient and the Commonwealth of Kentucky, Department for Local Government, hereinafter referred to as the Commonwealth.

The purpose of this Agreement is to set forth the terms and conditions under which the Commonwealth agrees to dispense the sum of \$200,000 to the Recipient.

Recipient desires to use the funds for the Four Rivers recovery Center (Recovery Kentucky) Project and the Recipient shall complete the project by December 30, 2020.

# GRANT AGREEMENT

## 1. GENERAL PROVISIONS

### A. Contents of Agreement

This Grant Agreement, hereinafter called the "Agreement," shall consist of the following documents which are incorporated by reference as if fully set out herein: (1) the Grant Agreement and all exhibits to which this Grant Agreement refers; (2) the Application, including the Statement of Assurances; (3) all State and Federal Law requirements to which the Application and this Agreement refer or apply; (4) the Kentucky Community Development Block Grant Handbook currently in effect, plus any advisories; (5) The Guide to National Objectives and Eligible Activities for State CDBG Programs; (6) any applicable administrative regulations; and (7) any amendments or modifications to any of the above referenced requirements.

### B. General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

- (1) "Act" means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended.
- (2) "Application" means the Commonwealth Small Cities Community Development Block Grant (CDBG) Application, and such other submittals, as are specified in Exhibit A of this Grant Agreement.
- (3) "CDBG" means a grant guided by Title I of the Housing and Community Development Act of 1974, as amended and those regulations set forth in 24 CFR Part 570, Subpart I, as may be amended from time to time and all other applicable Federal and State regulations and laws and assurances signed by Recipient at the time the Recipient's Application was submitted.
- (4) "Commonwealth" when not used to designate the territory of the Commonwealth of Kentucky shall mean the Department for Local Government, its Commissioner, or any other person to whom the Commissioner has delegated authority to act with respect to matters covered by this Agreement.
- (5) "Default" means any default set forth in Section 6-A to this Agreement.
- (6) "Eligible Costs" means costs for the activities specified in Exhibit B of this Agreement for which grant funds are budgeted as specified in Exhibit C of this Agreement, provided that such costs (i) are incurred in connection with any activity which is eligible under Section 105A of Title I of the Act, and (ii) conform to the requirements of Attachment B of Office of Management and Budget Circular Omni Circular (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be amended from time to time. For

purposes of determining the conformity of costs to said Attachment B, all costs set forth in Section C thereof may be considered eligible without prior approval of the Commonwealth.

(7) "Environmental Conditions" means the condition imposed by law, particularly 24 CFR Part 58, and the provisions of the Agreement which prohibit or limit the commitment and use of grant funds until certain procedural requirements have been completed.

(8) "Environmental Requirements" means the requirements described in 24 CFR Part 58.

(9) "Environmental Studies" means all eligible activities necessary to produce an "environmental document", as that term is defined at Section 1508.10 of 40 CFR Part 1508, or to comply with the requirements of 24 CFR Part 58.

(10) "Grant Funds" means those funds to be provided by the Commonwealth to Recipient pursuant to the terms of this Agreement, as specified in Exhibit A of this Agreement.

(11) "HUD" means the United States Department of Housing and Urban Development.

(12) "Participating Party" means any person, entity, firm, corporation or funding source identified as such in Exhibit A and/or B to this Agreement.

(13) "Program Income" means the CDBG portion of: (i) any income earned by Recipient, or an agent or agency of Recipient, from the disposition of real or personal property acquired in whole or in part with grant funds; (ii) the repayment proceeds (including principal and interest) of any loan made in whole or part with grant funds; (iii) any other revenues defined as program income in 24 CFR Part 570, Subpart J. The "CDBG portion" means an amount computed by applying the percentage of participation of CDBG funds (i) in the acquisition cost of the property to the total income from the disposition of such property, (ii) in the amount of the loan to the total repayment proceeds of such loan, or, (iii) in the cost of an activity to the total income from such activity.

(14) "Project" means the activities described in the Application and in Exhibits B and C of this Agreement, which are to be carried out to meet the objectives of the CDBG Program.

(15) "Recipient" means the local governmental entity receiving grant funds pursuant to this Agreement, as more particularly identified on the cover page of this Agreement, as well as "contractor" as defined in KRS 45A.030.

(16) "Recipient Activities" means those activities of the Project to be carried out by the Recipient, its agent or agency, which activities are described in Exhibit B of this Agreement and further defined in the Application.

(17) "Subrecipient" means governmental or private nonprofit organizations chosen by the Recipient to undertake certain eligible CDBG activities identified as such in Exhibit A and/or B to this Agreement.

## **2. AMOUNT AND AUTHORIZED USES OF GRANT FUNDS**

### **A. Grant Assistance Provided**

In consideration of the various obligations undertaken by the Recipient pursuant to this Agreement, as represented by the Recipient in the Application, the Commonwealth agrees, subject to the terms and conditions set forth herein, to provide the Recipient with grant funds in the amount specified in Exhibit A of this Agreement.

### **B. Authorized Uses of Grant Funds**

The grant funds provided to the Recipient pursuant to this Agreement shall be used only for the specific purposes described in Exhibit B of this Agreement and in the amounts budgeted in Exhibit C of this Agreement, subject to the project amendments provisions of the Commonwealth CDBG program.

### **C. Adjustments to Grant Funds**

(1) The amount of grant funds which the Commonwealth has agreed to provide to the Recipient under this Agreement has been determined by the Commonwealth in reliance upon the cost estimates of the Recipient with respect to the activities set forth in the Application. The Commonwealth reserves the right to reduce the grant amount (i) to conform to any revision to which the Recipient and the Commonwealth may agree with respect to Exhibits B or C of this Agreement, (ii) if the actual costs for activities are lower than those set forth in Exhibits B or C of this Agreement, or (iii) if the investment by Participating Parties is less than the amount specified in Exhibits B, C or D.

(2) The parties understand that funding pursuant to this Agreement may be discontinued by the General Assembly in subsequent budgets.

### **D. Recipient's Use of Program Income**

(1) All Program Income which is received by the Recipient, prior to completion of all Recipient Activities shall be used prior to, and in place of, any draw of grant funds to the extent adequate to pay costs so incurred.

(2) Unless otherwise specifically stated in Exhibit B of this Agreement, all Program Income received by the Recipient, after completion of all Recipient Activities shall be used by the Recipient, for community or economic development activities eligible for assistance under Title I of the Act as specified in the Guide to National Objectives and Eligible Activities for State CDBG Programs.

### 3. DISBURSEMENT OF GRANT FUNDS

#### A. Authorization

(1) Promptly after the Commonwealth has received from the Recipient two (2) fully executed copies of this Agreement and has approved evidentiary materials required by Exhibit D of this Agreement that would allow a draw of grant funds pursuant to the terms of Exhibits B and C of this Agreement, the Commonwealth shall authorize the amount of grant funds specified in Exhibit A of this Agreement.

(2) The Recipient is authorized to draw grant funds only in accordance with the provisions of this Agreement and the procedures established by the Commonwealth. No payment by the Commonwealth of an improper or unauthorized draw to the Recipient shall constitute a waiver of the right of the Commonwealth to challenge the validity of said draw, to enforce all rights and remedies set forth in the Agreement, or take corrective or remedial administrative action, which action may include, without limitation, suspension or termination of the Recipient's funding under this Agreement.

(3) The disposition of any grant funds that remain available following completion of the Project, termination of this Agreement by the Commonwealth, or termination of the Project for any cause, shall be in accordance with closeout procedures then in effect or established by the Commonwealth including provisions of OMB Omni Circular and the Recipient shall not have any rights to such grant funds.

#### B. Incurring Costs for Project Activities

(1) The use of grant funds is conditioned upon the Recipient incurring costs to be paid in accordance with this Agreement or as otherwise approved by the Commonwealth in writing. Except as permitted by 24 CFR Part 58, no costs to be paid out of project funds may be incurred by the Recipient until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Commonwealth has issued the environmental clearance required by 24 CFR Part 58.

(2) The authorization to incur costs in subsection (1) above is not an authorization to reimburse those costs and does not mean or imply that such costs will be reimbursed out of grant funds. The Recipient may voluntarily, at his or her own risk, and upon his or her own credit and expense, incur costs as authorized in subsection (1) above, but his or her authority to reimburse or to be reimbursed out of grant funds shall be governed by the provisions of this Agreement applicable to the payment of costs and the release of funds by the Commonwealth.

(3) Prior to the issuance by the Commonwealth of the environmental releases required by 24 CFR Part 58, the Recipient may not use any funds, including local funds, to take any action with respect to the Project where such action might have an adverse environmental effect, would limit choices among competing alternatives, or might alter the

environmental premises on which the pending clearance is based in such a fashion that the validity of the conclusions to be reached would be affected.

C. Authorization by the Commonwealth for the Recipient to Draw Grant Funds

Recipient's draw of grant funds can occur only after the following has occurred:

- (1) The Commonwealth has issued the environmental clearance required by 24 CFR Part 58,
- (2) The Commonwealth has approved the required evidentiary materials specified in Exhibit D of the Agreement,
- (3) The Commonwealth has authorized, per the executed Notice of Approval of Evidentiary Materials and Release of Funds, the Recipient's ability to draw grant funds,
- (4) Recipient shall have submitted all certifications and materials required as conditions precedent to Recipient's authority to pay costs out of grant funds,
- (5) If authorized by Exhibit D herein and if the Commonwealth finds Recipient has timely and acceptably submitted the evidentiary materials in Exhibit D herein, approved same, and if no default has occurred, as defined in Section 6-A herein, and
- (6) Recipient has not been served by the Commonwealth with notice of Recipient's suspension of authority to so draw the grant funds nor is in breach of its obligation to report a default.

**4. REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS**

A. Recipient's Representations and Warranties

The Recipient has, by and through consultations among all appropriate members of the Recipient's governing body and its officers, examined each of the following and by its execution of this Agreement the Recipient does, upon information and belief, represent and warrant to the Commonwealth that:

- (1) The Recipient is duly organized and validly existing under the laws of the Commonwealth, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations.
- (2) A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient.

(3) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement.

(4) The representations, statements, and other matters contained in the Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event which would require any amendment to the Application (other than an amendment which has been filed with and approved by the Commonwealth) which would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact, which should have been, and has not been, reported in the Application as material information.

(5) The Recipient has obtained or has reasonable assurances that it will obtain all Federal, State and local government approvals and reviews required by law to be obtained by the Recipient for the Project.

(6) Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, (i) the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (ii) the execution and performance of this Agreement will not result in any such violation.

(7) Except for approved eligible administrative and personnel costs, none of the recipient's designees, agents, members, officers, employees, consultants or members of its governing body in which the program is situated, and no other public official of the recipients of such locality or localities who exercises or who has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the project or in any activity, or benefit there from, which is part of this project at anytime during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing to the Department for Local Government and the Department for Local Government has approved such exception.

(8) Anti-Lobbying – The recipient certifies that;

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

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

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

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

(9) Conflicts of Interest - The procedures for requesting, documenting, and submitting a request for an exception from the Conflict of Interest provisions shall include the applicable procedures delineated in 24 CFR 570.489(h)(4); KRS 99.350(8); KRS 61.252(1); KRS 65.003; and the local community ethics code. This Conflict of Interest provision shall be in addition to the requirements in the "Common Rule," 24 CFR Part 85, 24 CFR 570.489(h), A-110, KRS 45A.340, KRS 61.210, KRS 61.220 and KRS 61.250 et. seq.

#### B. Obligation to Complete Recipient Activities as Scheduled

(1) The Recipient shall use its best efforts to assure the completion of the Recipient Activities described in Exhibit B of the Agreement and further defined in the Application.

(2) The Recipient agrees that the foregoing undertaking and assurance means that Recipient shall, to the maximum extent permitted by law, use and apply all of its governmental and proprietary powers for such completion, including but not limited to those powers governing taxes, other revenues, credit, eminent domain and appropriations, if necessary, for the purpose of providing any shortfall between funds available under the grant and funds necessary to complete all of the Recipient Activities described in Exhibit B of this Agreement.

#### C. Commonwealth Approval of Amendments

The Commonwealth will consider program amendments initiated by the Recipient or by the Commonwealth. The Commonwealth defines a program amendment as a request for change in an approved program which (i) is a new activity in the program, (ii) significantly alters the scope, location, or objective of the approved activities or beneficiaries, and/or (iii) results in a change or cumulative changes of the approved budget. Any amendments will be made in accordance with the procedures set forth in the Kentucky Community Development Block Grant Handbook established by the Commonwealth.

#### D. Notification and Action upon Default

(1) The Recipient shall promptly give written notice to the Commonwealth upon the discovery by the Recipient of any default involving any Participating Party or Subrecipient, as defined in Section 6-A of this Agreement.

(2) Promptly, upon the discovery of any default involving any Participating Party or Subrecipient, the Recipient shall vigorously pursue, to the fullest extent possible, all remedies available to Recipient to remove or cure such default, or to seek redress or relief from its effects, including reimbursement for any grant funds expended on the Project, and to prevent or mitigate any adverse effects on the Project. Recipient shall keep the Commonwealth fully informed as to the status of such actions.

### **5. INSPECTION AND REVIEW**

#### A. Duty to Maintain and Rights to Inspect and Copy, Books, Records and Documents

(1) The Recipient shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the CDBG Program, and as may be reasonably necessary to reflect and fully disclose the amount and disposition of the grant funds, the total cost of the activities paid for in whole or in part with grant funds, and the amount and nature of all investments relative to such activities which are supplied or to be supplied by other sources.

(2) All such books, records and other documents shall be available at the office of the Recipient for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Commonwealth, HUD, the General Accounting Office and the Inspector General of the United States.

#### B. Site Visits

Any duly authorized representative of the Commonwealth or HUD shall, at all reasonable times, have access to all portions of the Project until completion of all closeout procedures and final settlement and conclusion of all issues arising from this grant.

#### C. Reports

The Recipient shall promptly furnish to the Commonwealth all reports required to be filed in accordance with any directives of the Commonwealth or any statute, rule or regulation of HUD.

### **6. DEFAULTS AND REMEDIES**

#### A. Defaults

A default shall consist of any use of grant funds for any purpose other than as authorized in Exhibits B and C of this Agreement; or any breach of any covenant, agreement, provision, or warranty (i) the Recipient made in the Agreement; (ii) the Recipient made in any agreement entered into between the Recipient and any Participating Party or Subrecipient, relating to the Project; (iii) any Participating Party or Subrecipient, made in any agreement specified in Exhibit D of this Agreement, or; (iv) of the time frame specified in Exhibit B of the Agreement.

#### B. Remedies Upon Default

(1) Upon occurrence of any default as described in Section 6-A, the Commonwealth may suspend the Recipient's authority to draw grant funds at any time by notice to the Recipient. If a default is not cured within thirty (30) consecutive days from notice of such default by the Commonwealth to the Recipient, the Commonwealth may continue such suspension or by delivery of notice terminate this Agreement. In the event of a termination, the Recipient's authority to draw funds shall have terminated at the date of the notice of termination and the Recipient shall have no right, title or interest in or to any grant funds remaining.

(2) In addition to any other rights or remedies, if a default consists of the Recipient's failure to submit the evidentiary materials described in Exhibit D of this Agreement or in other official written notification, the Commonwealth shall have the right to terminate this Agreement and the award of grant funds to which this Agreement relates by delivery of written notice to the Recipient. Upon such termination, all obligations of the Commonwealth pursuant to this Agreement and such award shall cease and the Recipient shall neither have nor retain any rights whatsoever with respect to the grant funds provided under this Agreement.

(3) The rights and remedies of the Commonwealth shall be deemed to be cumulative and shall be in addition to all those rights afforded the Commonwealth by law or equity. Any election of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

(4) The rights and remedies available to the Commonwealth in the event of a suspension or termination of the Agreement shall survive such suspension or termination.

## **7. EVIDENTIARY MATERIALS**

#### A. Commitments of Participating Parties and Subrecipients

(1) In selecting the Recipient for the award of this grant, the Commonwealth has relied, in material part, upon the representations of the Recipient and Participating Parties

or Subrecipients, that the Recipient and the Participating Parties or Subrecipients (i) will carry out certain activities connected with the Project; (ii) will complete those activities; (iii) have, or will have, the financial capability to assure the carrying out of the activities to the completion; and (iv) will invest, or cause to be invested, a specific value amount in the Project.

(2) Evidentiary materials submitted by the Recipient as Exhibit D which have been submitted to and approved by the Commonwealth shall not be amended in any material respect without prior written approval of the Commonwealth.

#### B. Form of Documentary Evidence

All documentary evidence of commitments submitted to the Commonwealth for approval shall be in the form of either (i) a duplicate original, or (ii) a photographic copy of the fully executed original, of the documents.

### **8. MISCELLANEOUS**

#### A. Notice

(1) All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing.

(2) Any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, by first class, registered or certified mail, return receipt requested, to be delivered only to the office of the addressee, addressed as follows:

(a) Communications to the Commonwealth shall be mailed to: Office of Federal Grants, Department for Local Government, 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601.

(b) Communications to the Recipient shall be addressed to the Recipient, at the address set forth in Exhibit A of this Agreement, or such other address or representative as may be furnished by the Recipient to the Commonwealth.

#### B. Assignment

No right, benefit, or advantage inuring to the Recipient under this Agreement and no burden imposed on the Recipient hereunder may be assigned without the prior written approval of the Commonwealth. An authorization by the Commonwealth for the transfer of grant funds by Recipient to a Participating Party or Subrecipient, shall not be deemed an authorization for an assignment, and such Participating Party or Subrecipient shall not succeed to any rights, benefits or advantages of the Recipient hereunder.

#### C. Successors Bounds

This Agreement shall bind, and the rights, benefits and advantages shall inure to, the Recipient's successors.

D. Remedies Not Impaired

No delay or omission of the Commonwealth in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default, or an acquiescence therein.

E. Cumulative Remedies

All rights and remedies of the Commonwealth under this Agreement shall be cumulative.

F. Severability

If any article, subsection, clause or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

G. Entire Agreement

This Agreement constitutes the entire agreement between the Commonwealth and the Recipient and supersedes all prior oral and written agreements between the parties hereto with respect to the subject grant. Notwithstanding the provisions of Section 1-A of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

H. Table of Contents; Titles and Headings

Any table of contents and the headings of the sections and subsections set forth herein are not a part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

I. Amendment of this Agreement

This Agreement, or any part hereof, may be amended as previously described in Section 4-C from time to time hereafter only in writing executed by the Commonwealth and the Recipient.

J. Governing Law

This Agreement as it may affect the rights, remedies, duties, and obligations of the Commonwealth shall be governed by and construed in accordance with Federal and State

law. Insofar as Federal law does not apply, the provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

#### K. Waiver by the Commonwealth

The Commonwealth reserves and shall have the exclusive right to waive, at the sole discretion of the Commonwealth, and to the extent permitted by law, any requirement or provision under this Agreement. No act by or on behalf of the Commonwealth shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Commonwealth, and expressly stated to constitute such waiver.

#### L. Termination of Agreement

This Agreement shall terminate upon the completion of all closeout procedures respecting this grant including provisions of the Single Audit Act, OMB Omni Circular and the final settlement and conclusion between Recipient and the Commonwealth of all issues arising out of this grant. Either party may cancel the contract upon written notice in accordance with Section 9 below. This notice, if tendered by the Commonwealth, may also include the notice to cure provided for in Section 6 B. (1). Upon termination of the agreement pursuant to this provision, the Recipient shall have no right to grant funds remaining to be disbursed. This provision shall in no way impair and shall be in addition to any additional remedies the Commonwealth may have upon a finding of default or other non-compliance according to the terms of this Agreement. Upon termination of this Agreement by either party with or without cause, the Commonwealth may declare this Agreement void from the beginning without further obligation to the recipient. Further, if the Agreement is terminated by the recipient with or without cause or by the Commonwealth with cause, the Commonwealth may recover all funds paid to the recipient hereunder.

#### M. Enforceability

Recipient agrees that if the Recipient or one of its subrecipients/contractors fails to comply with all applicable federal and state requirements governing the use of CDBG funds, the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit or other investigation. Recipient shall further agree it will repay funds determined to be misspent by any 3<sup>rd</sup> party officials such as HUD, Inspectors General, auditors and law enforcement agencies. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

#### N. Anti-Speculation Provisions-Sale of Real Property

(1) When, in Exhibit D of this Agreement, a document is required to contain a provision for the prevention or discouragement of speculation in the purchase and sale of property by a beneficiary of grant funds, then, unless otherwise specified, such provision shall comply with this Section.

(2) The document shall prohibit the beneficiary of grant funds from selling or otherwise disposing of the property within a period specified in Exhibit D of this Agreement after the date of the purchase, for an amount in excess of the purchase price paid, plus the actual costs of any improvements to the property by the beneficiary. The prohibition against sale shall have the same force and effect as a lis pendens, and shall specify that in the event of any attempted sale in violation of the provision; the Recipient shall be entitled to the ex-parte issuance of an injunction restraining such sale. The document shall be executed and authenticated in such manner and form as may be required under State law to authorize its recordation at the place of recordation of deeds, as if a lis pendens and the document shall be so recorded.

(3) The document may, in conjunction with the foregoing or in lieu thereof, describe a procedure where under, in the event of any sale of the property within the period specified in Exhibit D of the Agreement, the amount of grant funds which benefited the beneficiary shall be repaid by the beneficiary to the Recipient. Such procedure may include a pro-rata reduction of the amount to be repaid, based upon the time elapsing between the date of the initial purchase of the property and its disposition by the beneficiary. The document must either specify the amount of the grant funds which benefited the beneficiary, or set forth a formula or agreed method for determining such amount. The document shall be executed and authenticated in such manner and form as may be required to authorize its recordation, as if a lis pendens and the document shall be so recorded.

## **9. MOA STANDARD TERMS AND CONDITIONS**

### **Cancellation clause:**

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

### **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.

### **Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

### **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 (9) 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 contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1) (c). 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

**Effective Date:**

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

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.

**Violation of tax and employment laws:**

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

To comply with the provisions of KRS 45A.485, the contractor 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 shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's 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 the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

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

Contractor must check one:

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

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

**Discrimination:**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. 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.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such 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 in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**Department for  
Local Government**

**City of Paducah**

\_\_\_\_\_  
Sandra K. Dunahoo  
Commissioner

\_\_\_\_\_  
Brandi Harless  
Chief Executive Officer

Examined as to form and legality:

\_\_\_\_\_  
Greg Ladd - Staff Attorney  
Department for Local Government

\_\_\_\_\_  
Glenn D. Denton  
City Attorney- Signature

**EXHIBIT A**

**SUPPLEMENTARY PROVISIONS**

**Rider to Section 1-B (2).** In addition to Recipient's Application for Commonwealth Small Cities Community Development Block Grant Assistance, "Application" shall include the following submittals:

Cost Summary (Exhibit C)

**Rider to Section 1-B (12).** The terms "Subrecipient" and "Participating Party" consist of the following persons, entities, firms, corporations and funding sources:

**Subrecipient**

Four Rivers Behavioral Health  
425 Broadway  
Paducah, Kentucky 42001

**Rider to Section 2-A.** The amount of this CDBG grant is:

\$200,000

**Rider to Section 8-A.** The address of the Recipient for the purposes of communications relating to this Agreement shall be the following:

**Recipient**

The Honorable Brandi Harless  
Mayor, City of Paducah  
300 South 5<sup>th</sup> Street  
P.O. Box 2267  
Paducah, Kentucky 42002-2267

**Contact**

Melanie Townsend  
PO Box 2267  
Paducah, KY 42002-2267

## **EXHIBIT B**

### **DESCRIPTION OF RECIPIENT ACTIVITIES**

**Rider to Section 1-B (16).** "Recipient Activities" for this Project shall consist of the following:

1. The Recipient agrees to perform activities as stated in the CDBG application and given preliminary approval on July 17, 2018 as summarized below:
  - a. The Recipient shall provide the Subrecipient with CDBG funds for Four Rivers Recovery Center (Recovery Kentucky) operational costs, which are limited to staff salaries.
  - b. The Recipient shall ensure that the Subrecipient implements the social recovery program model as outlined in the Recovery Kentucky Guidelines.
  - c. The Recipient shall ensure that the Subrecipient meets the National Objective of 51 percent low and moderate-income (LMI) benefit during the CDBG funding period.
  - d. The Recipient shall be responsible for determining the objectives of each activity, measuring the outcomes of each activity funded with CDBG funds utilizing a performance measurement system provided by DLG. This data shall be reported to DLG on an annual basis and/or made available upon request until the project is closed.
2. The Recipient shall provide necessary administration of the project to assure compliance with all applicable state, federal and local statutes, as set forth in the KCDBG Statement of Assurances signed by Mayor Brandi Harless on June 29, 2018 and submitted on or about that date as part of the project application.
3. The Recipient shall expend no more than \$10,000/program year in CDBG funds to cover costs of providing administration of the project.
4. The Recipient ensures compliance with Title I of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Section 504, Drug Free Workplace requirements, and the furthering of Fair Housing and promoting nondiscrimination. In addition, the applicant ensures compliance with all other State and Federal laws.

5. When applicable: The Recipient must adhere to the Uniform Relocation Act (URA) regulations when acquiring the proposed properties.

**EXHIBIT B-2**

**DESCRIPTION OF SUB-RECIPIENT ACTIVITIES**

Rider to Section 1-B (14). "Subrecipient Activities" for this Project shall consist of the following:

1. The Sub-recipient shall perform activities as stated in the CDBG application and given preliminary approval on July 17, 2018 as summarized below:
  - a. The Subrecipient shall use CDBG funds for Four Rivers Recovery Center (Recovery Kentucky) operational costs, which are limited to Healing Place of Paducah staff salaries.
  - b. The Subrecipient shall implement the social recovery program model as outlined in the Recovery Kentucky Guidelines and application.
  - c. The Subrecipient shall collect and compile the necessary client income data and provide evidence that the project meets the National Objective of 51 percent low and moderate-income (LMI) benefit during the CDBG funding period. This information shall be reported to DLG on an annual basis and/or made available upon request.
  - d. The Subrecipient shall collect and compile the necessary data (payrolls and receipts and performance measures) and provide evidence that the CDBG funds were used as stated in paragraph a. The Subrecipient shall also measure the outcomes of each activity funded with CDBG funds utilizing a performance measurement system provided by DLG. This data shall be reported to DLG on an annual basis and/or made available upon request until the project is closed.
  - e. The Subrecipient shall provide necessary administration of the project to assure compliance with all applicable state, federal and local statutes, as set forth in the KCDBG Statement of Assurances signed by Mayor Brandi Harless on June 29, 2018 and submitted on or about that date as part of the project application.

**EXHIBIT C**

**PROJECT BUDGET – SUMMARY OF PROPOSED EXPENDITURES**

*Attached (as marked Exhibit C containing one page)*

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**RESIDENTIAL ANTIDISPLACEMENT AND  
RELOCATION ASSISTANCE PLAN**

**Four Rivers Recovery Center (Recovery Kentucky)**

The City of Paducah will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than a low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.496a(c).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, City of Paducah will make public and submit to the Department for Local Government the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than a low/moderate income dwelling unit as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

City of Paducah will provide relocation assistance, as described in 570.496 a(c), to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, City of Paducah will take the following steps to minimize the displacement of person from the homes:

**THERE WILL BE NO DISPLACEMENT OR RELOCATION ACTIVITIES AS A RESULT OF THE FOUR RIVERS RECOVERY CENTER PROJECT.**

Adopted by the City of Paducah this \_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST: \_\_\_\_\_

## KCDBG PROCUREMENT CODE

All procurements made by City of Paducah (hereafter referred to as "Grantee/ Subrecipient") involving the expenditure of local, state and federal funds on CDBG Project 2018 Four Rivers Recovery Center shall be made in accordance with the following procurement standards.

Procurement transactions, regardless of method or dollar value, will maximize open and free competition. The Grantee/Subrecipient shall not engage in procurement practices that may be considered restrictive in trade.

Purchases will be reviewed by the Treasurer to prevent duplication and to insure that costs are reasonable.

### 1. Methods for Procurement

Procurements shall be made by one of the following methods: (a) small purchase procedures, (b) competitive sealed bids, (c) competitive negotiation, (d) non-competitive negotiation.

#### A. SMALL PURCHASES

For purchases of less than \$50, efforts will be made to get the lowest and best price, but written records of such efforts are not necessary.

Purchases that cost more than \$50 but less than \$20,000 require quotations of rate, price, etc., but no legal advertisement is required. The **Grantee/Subrecipient** will solicit responses from at least three vendors. If written responses are not available, a statement explaining the procurement will be prepared and filed. If quotations are obtained via telephone, a memorandum will be prepared setting forth the date the calls were made, parties contacted, and prices obtained.

The **Grantee/Subrecipient** will make the award to the lowest responsive and responsible source, and enter into a contract formalizing the scope of work and terms of compensation.

#### B. COMPETITIVE SEALED BIDS

Bidding will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease or other agreement for materials, supplies, equipment or contractual services other than those personal or professional exceeds \$20,000, an Invitation for Bids (IFB) notice will generally be prepared. Per KRS 424.120, this notice will be published at least once in a qualifying official newspaper

of general circulation within the community. This newspaper notice will appear not less than seven (7) days and not more than twenty-one (21) days before the due date for bid proposals. In addition, the Grantee/Subrecipient must solicit sealed bids from responsible prospective suppliers by distributing a copy of such notice to them.

The IFB will include a general description of the goods or services to be procured, the bid deposit and bond performance required (if applicable), the location where bid forms and specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest bid price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be utilized must be stated in the IFB. The newspaper notice must also contain language that calls to the attention of bidders all applicable requirements that must be complied with such as Section 3 of the 1968 Housing Act, Section 109 of the 1974 Housing and Community Development Act, the Civil Rights Act of 1964, Executive Order 11246 and the Davis-Bacon Act.

Sealed bids will be opened in public at the time and place stated in the IFBs. The Grantee/Subrecipient will tabulate the bids at the time of bid opening. The results of the tabulation and the bid documents will be evaluated by the review committee, which will make recommendations to the Grantee/Subrecipient. The Grantee/Subrecipient will make a firm fixed-price contract award in writing to the lowest responsive and responsible bidder. After the Grantee/Subrecipient makes the bid award, a contract will be prepared for execution by the successful bidder. After the contract is signed, all bid deposits will be returned to all unsuccessful bidders.

The Grantee/Subrecipient may cancel an Invitation for Bid or reject all bids if it is determined in writing that such is in the best interests of the Grantee/Subrecipient. The Grantee/Subrecipient may allow a vendor to withdraw a bid if requested at any time prior to the bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened.

#### **Bid Overages:**

The following options are available for awarding a bid following an overage:

- 1) Obtaining additional funds from another source and continuing with the original IFB.

- 2) Rejecting all bids, revising project scope and bid specifications, and issuing a revised IFB (competitive sealed bid) open to the entire public; or
- 3) Conducting competitive negotiations with all bidders. **(Grantees must seek pre-approval from DLG for this option).**

Competitive negotiations under option (3) must take place under the following criteria:

1. If discussions pertaining to the revision of the specifications or quantities are held with any bidder, all of the bidders shall be afforded an opportunity to take part in such discussions.
2. After discussions with the bidders, the grantee shall revise the scope of work accordingly and issue an RFP open to all bidders, providing for expedited proposals. No advertisement is required, but the grantee shall allow **at least seven days** for bidders to submit proposals.
3. The RFP shall be awarded on the basis of **lowest bid price**.

#### C. COMPETITIVE NEGOTIATION

The Grantee/Subrecipient may utilize competitive negotiations, regardless of contract amount, upon a written determination that:

1. Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid price or the lowest evaluated bid price (in other words, bidding is not feasible).
2. The services to be procured are professional or personal in nature.

**The use of the competitive negotiations procurement method for contracts other than architectural, engineering, planning or administrative services must be pre-authorized by DLG.** With the exception of procurement of certain professional services (principally engineering services), competitive negotiations will proceed as follows:

1. Proposals will be solicited through a qualifying official newspaper advertisement; additionally, a Request for

Proposal (RFP) may be prepared and mailed to qualified vendors. The newspaper advertisement must be published at least seven (7) days and not more than twenty-one (21) days before the date for receipt of the proposals. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and the relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the same regulations discussed in the bidding process. Requests for proposals will always include cost as a selection factor except for engineering services.

2. Award must be made to the offeror whose proposal is determined by the review committee to be most advantageous to the program, with price and other factors considered. Evaluations must be based on the factors set forth in the Request for Proposal and a written evaluation of each response prepared. The review committee may contact the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same or revised terms or the procurement may be abandoned.

For the procurement of architectural/engineering (A/E) professional services, an alternative to RFPs may be used. The Grantee/Subrecipient may publish a Request for Qualifications. RFQs are handled in a similar method to RFPs with the exception that cost is not a factor in the initial evaluation. A review committee will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted and the selection committee will negotiate cost. If the committee is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The committee will maintain a written record of all such negotiations.

#### D. NON-COMPETITIVE NEGOTIATIONS

Non-competitive negotiation is procurement through solicitation of a proposal from one source, and is often referred to as sole source procurement. A contract may be awarded by noncompetitive negotiation only when the award is infeasible under small purchase procedures, competitive sealed bids, or competitive negotiations and one of the following circumstances applies:

1. There is some public emergency that will not permit delay resulting from competitive solicitation (the grantee must declare an emergency as authorized by law); or
2. The results of the competitive negotiations are inadequate;  
or
3. The product or service is available only from a single source.

**Caution: The use of the non-competitive negotiations procurement method must be authorized by DLG.**

The following requirements apply to the non-competitive negotiations procurement process:

1. Negotiations must be conducted with the selected company regarding a scope of work and price; and
2. Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.

## II. CONTRACTS

Generally, all procurement in excess of \$500 will be memorialized and supported by a written contract. Where it is infeasible or impractical to prepare a contract, a written finding to this effect will be prepared and a purchase order regarding the transaction will also be prepared. The contractual provisions required by "The Common Rule" will be included in all contracts and purchase orders.

## III. DOCUMENTATION

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/RFQ data, and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is infeasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type of procurement, etc.). Whatever form of documentation and filing is employed, the purpose of this section is to insure that a clear and consistent audit trail is established. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost (including the issue of reasonableness of cost) and basis for payment.

## IV. LOCALLY OWNED, MINORITY OWNED, FEMALE OWNED AND SMALL BUSINESSES

The Grantee/Subrecipient shall make and document efforts to solicit participation of locally owned, minority owned, female owned and small businesses. Where

feasible, evaluation criteria will include a factor with an appropriate weight for these firms. A list of locally owned, minority owned, female owned and small businesses and also minority businesses located within the trade region shall be maintained and utilized when issuing IFBs, RFPs and RFQs. The Grantee/Subrecipient shall also consult this list when making small purchases.

## VI. SECTION 3

Grantee/Subrecipient shall abide by its Section 3 action plan and shall, to the maximum extent feasible, as required by 24 CFR Part 135, award contracts to businesses that provide economic opportunities for low and very low-income persons residing in the project area.

## VII. CODE OF CONDUCT

### A. CONFLICTS OF INTEREST

In addition to the prohibitions set forth in 24 CFR 570.489(h) and 24 CFR 85.36(b)(3), the following prohibitions shall apply:

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard,

rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

#### B. PENALTIES

Any elected official, employee or designated agent of the **Grantee/Subrecipient** who knowingly and deliberately violates the provisions of this code will be open to civil suit without the legal protection of the **Grantee/Subrecipient**. Furthermore, such a violation of these procurement standards is grounds for dismissal by the **Grantee/Subrecipient**.

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with the Grantee/Subrecipient.

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

---

Brandi Harless, Mayor

or

---

(Authorized Official of Subrecipient)

## Legally Binding Agreement

This agreement entered into this \_\_\_ day of \_\_\_\_, 2018, by and between the City of Paducah, hereinafter referred to as the Recipient, and Four River Behavioral Health, LLC., hereinafter referred to as the Participating Party. This agreement is being executed in two original contracts, each of which is deemed an original.

WHEREAS, the Recipient has entered into a Grant Agreement with the Commonwealth of Kentucky, Department of Local Government, and

WHEREAS, the payment of funds to the Recipient under the terms of the Grant Agreement is contingent upon the Participating Party contracting to undertake certain responsibilities , and

WHEREAS, the funds made available under the terms of the Grant Agreement will directly benefit the Participating Party,

In accordance with the term of this agreement, for and in consideration of the sum of \$200,000, that \$197,500 will be paid to the Participating Party and Recipient shall retain \$2,500 for grant administration services, and in further consideration of the mutual promises and covenants hereinafter contained , IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

The Recipient and Participating Party do hereby agree to carry out and perform all of the activities required of it under the terms and conditions of the Grant Agreement, which agreement is incorporated herein by reference as if copied in full.

The Recipient agrees as follows:

- a) Coordinate the Request for Payment to ensure consistency with the State Account procedures establish for the KCDBG program. Administration and draw-down of grant funds and their expenditures on eligible activities.
- b) Ensure the acceptable financial management system as it pertains to finances of the KCDBG program. An acceptable systems includes, but is not limited to, cash receipts, and disbursement journal and accompanying ledgers, the cash control register, and should conform to generally accepted principals of municipal accounting.
- c) Establish project files. These must demonstrate compliance with all applicable Federal, State and local regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the Participating Party's files.
- d) Prepare periodic reports as it may the state of Kentucky requests pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations

incurred or to be incurred in connection therewith, and any other matters covered by this Contact.

To perform project activities as enumerated in Exhibit B of the Grant Agreement and as enumerated below:

- a) The Recipient shall provide the Participating Party with CDBG Funds for Center Point Recovery Center for operational costs, which are limited to salaries.
- b) The Recipient shall ensure that the participating Party implements the social recovery program model as outlined in the Recovery Kentucky Guidelines and application.
- c) The Recipient shall ensure that the Participating Party meets the National Objective of 51 percent low and moderate –income (LMI) benefit during the CDBG funding period.
- d) The Recipient shall ensure that the Participating Party meets all reporting requirements regarding client income data and expenditure of CDBG funds.

The Participating Party agrees as follows:

- a) Participating Party shall provide alcohol and drug recovery services in a social model setting. These programs and services include housing, detox, life skills, and other educational classes.
- b) Participating Party shall assure and grant access to employment records by the Recipient and the Commonwealth of for the sole purpose of confirming compliance with job requirements set forth in Exhibit A and CDBG benefit requirements.
- c) Participating Party shall assure that the recapture of CDBG funds will be deposited in a Revolving Fund Account (RF). Recaptured funds will be used for activities set forth in the application dated June 29, 2018. The Participating Party shall assure compliance with proper accounting and reporting requirements related thereto. The Participating Party shall obtain project approval from the Recipient for the expenditure of funds as specified in the RF document.
- d) To maintain for a period of five years following project closeout all financial records and documents relative to disbursement of any CDBG or other funds identified in and required by the Grant Agreement. Such records include, but are not limited to, ledgers, bank statements, contracts, invoices and reports.
- e) To grant access to inspect , copy, audit and examine at all reasonable e times employment and financial records to any duly authorized representative of the Commonwealth, HUD, Inspector General and General Accounting Office of the United States, for a period of up to five years following completion of the close out.
- f) To comply with all State and Federal laws and regulation pertinent to the project.

The Participating Party further agrees to the following terms and conditions:

- a) That no transfer of grant funds by the Recipient to the Participating Party shall be or be deemed an assignment of grant funds, and that the Participating Party shall neither succeed to any rights, benefits, or advantages of the Recipient under the terms of the hereinabove described Grant Agreement nor attain any rights, privileges, authorities or interest in or under the said agreement.
- b) That the Participating Party acknowledges nothing contained in the said agreement, nor is any contract between the parties hereto, nor any act of the Commonwealth, the Recipient or any other party shall be deemed or construed to create any relationship or third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or any association or relationship involving the Commonwealth.
- c) That the Recipient shall not be liable to the Participating Party or any party except the Commonwealth, for the completion of, or the failure to complete, any activities which are a part of the project herein contemplated, except those specified in Exhibit B, of the said Grant Agreement.
- d) None of the Participating Party's agents, members, officers, subcontracts, or proceeds thereof, for work to be performed in connection with the project herein contemplated at any time during or after such person's tenure with the Participating Party.
- e) The obligations of the parties are totally contingent upon the obtaining of a Release of Funds from the Department of Local Government and no project activities other than environmentally exempt activities may occur until the release is achieved.
- f) Recipient, Participating Party agree and accept that all applicable provisions of the Grant Agreement are incorporated into and made a part of this Legally Binding Agreement, including that the Four Rivers Behavioral Health and CenterPoint Recovery Center facilities will at no time be utilized for general government purposes.

**Legally Binding Agreement**

This Agreement being formally adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018:

Recipient:

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

\_\_\_\_\_  
Glenn D. Denton, Recipient Attorney

State of Kentucky  
County of McCracken

Subscribed, sworn to and acknowledged before me by \_\_\_\_\_,

\_\_\_\_\_ by and through resolution, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Title

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Participating Party:

\_\_\_\_\_  
President/CEO

State of Kentucky  
County of McCracken

Subscribed, sworn to and acknowledged before me by \_\_\_\_\_,

\_\_\_\_\_ by and through resolution, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Title

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Agenda Action Form  
Paducah City Commission**

**Meeting Date:** August 21, 2018

**Short Title:** Outdoor Fitness Equipment Purchase for Pat & Jim Brockenborough Rotary Health Park

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work By: Mark Thompson & Rotary Club Members  
Presentation By: Mark Thompson

**Background Information:** In Phase I of the Pat and Jim Brockenborough Rotary Health Park, the City worked with the Rotary Club of Paducah on the construction of the community-build playground, installed community gardens, 1/3 mile walking track, irrigation and the first part of the outdoor fitness area. Since that time, Rotary Club has been partnering with the City by raising funds for the purchase of additional equipment for the remaining portion of the outdoor fitness area. In addition in the current City budget funding has been set aside for this project. With the work of both parties we will be able to complete this area of the park this fall.

The additional equipment will be purchased through US Communities a nationwide government, education and non-profit purchasing cooperative. While not used often we have been a member of US Communities since November 2005. The outdoor fitness equipment and installation will be purchased for \$51,157.19

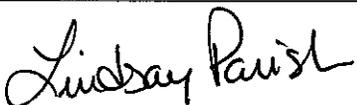
Goal:  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

**Funds Available:**                      Account Name: Health Park Outdoor Fitness Equipment  
    Account Number: PA0113-000-40000-40002  
    Project Number: PA0113

 8/13/18  
Finance

**Staff Recommendation:** Approve the purchase of fitness equipment through US Communities

**Attachments:** Contract, equipment layout, US Communities overview and contract

<p>MHT  Department Head</p>	<p> City Clerk</p>	<p> City Manager</p>
--	---	---

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

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR THE PAT AND JIM BROCKENBOROUGH ROTARY HEALTH PARK FROM GAMETIME THROUGH THE US COMMUNITIES PURCHASING COOPERATIVE IN THE AMOUNT OF \$51,157.19

WHEREAS, the City of Paducah has partnered with the Rotary Club of Paducah to construct a community-build playground, community gardens, 1/3 mile walking track, irrigation and a portion of an outdoor fitness area to create the Pat & Jim Brockenborough Rotary Health Park; and

WHEREAS, the City of Paducah in partnership with the Rotary Club, now desire to purchase additional equipment for the remaining portion of the outdoor fitness area; and

WHEREAS, said equipment is available through the US Communities purchasing cooperative Agreement No. 2017001134, and, therefore, competitive bidding is not required.

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

SECTION 1. That the Finance Director is hereby authorized to make payment to GameTime in the amount of \$51,157.19 for the purchase and installation of playground equipment for the Pat and Jim Brockenborough Rotary Health Park, in compliance with the US Communities purchasing cooperative Agreement No. 2017001134.

SECTION 2. This expenditure shall be charged to the Health Park Outdoor Fitness Equipment Account No. PA0113-000-40000-40002.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners, August 21, 2018  
Recorded by Lindsay Parish, City Clerk, August 21, 2018  
\\mo\Brockenborough Rotary Health Park Playground Equipment 8-2018



A PLAYCORE Company

c/o DWA Recreation, Inc. P.O. Box 208  
Harrison, OH 45030 800-762-7936 Toll Free  
330-821-4505 Fax www.dwarec.com

QUOTE  
#52086

07/31/2018

**Paducah Health Park Challenge Course - USC**

Paducah Parks Department  
Attn: Mark Thompson  
1400 HC Mathis Drive  
Paducah, KY 42001  
Phone: 270-444-8696  
Fax: 270-444-8627  
mthompson@paducahky.gov

Project #: P24239  
Ship To Zip: 42001

Quantity	Part #	Description	Unit Price	Amount
1	13653	Gametime - Ninja Steps Pro	\$12,695.00	\$12,695.00
1	13600	Gametime - Floating Boards (Pro)	\$11,219.00	\$11,219.00
1	13652	Gametime - U-Turn Ramp	\$8,478.00	\$8,478.00
1	13608	Gametime - Agility Trainer	\$2,984.00	\$2,984.00
1	13601	Gametime - Sway Steps (Pro)	\$16,254.00	\$16,254.00
1	13655	Gametime - Vault Wall	\$3,192.00	\$3,192.00
2	13649	Gametime - Start & Stop Bollard Pro Non-Timing	\$446.00	\$892.00
1	RDU	Gametime - Installation of Equipment	\$10,590.00	\$10,590.00

Contract: USC

SubTotal:	\$66,304.00
Discount:	(\$16,714.20)
Freight:	\$1,567.39
<b>Total Amount:</b>	<b>\$51,157.19</b>

**Pricing valid for 30 days. Please request a new price after that time.** Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

**Payment terms:** Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

**To order:** Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

**This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.**

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

**US Communities Purchase Orders** must be made out to:

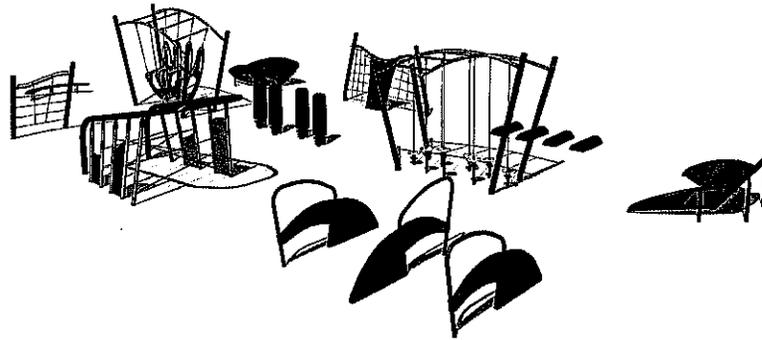
GameTime  
c/o DWA Recreation, Inc.  
P.O. Box 208  
Harrison, OH 45030

**Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.**

**GameTime Shipping Time:** Standard shipping time for GameTime is 21-28 days. Allow an additional 4-7 days for transit.

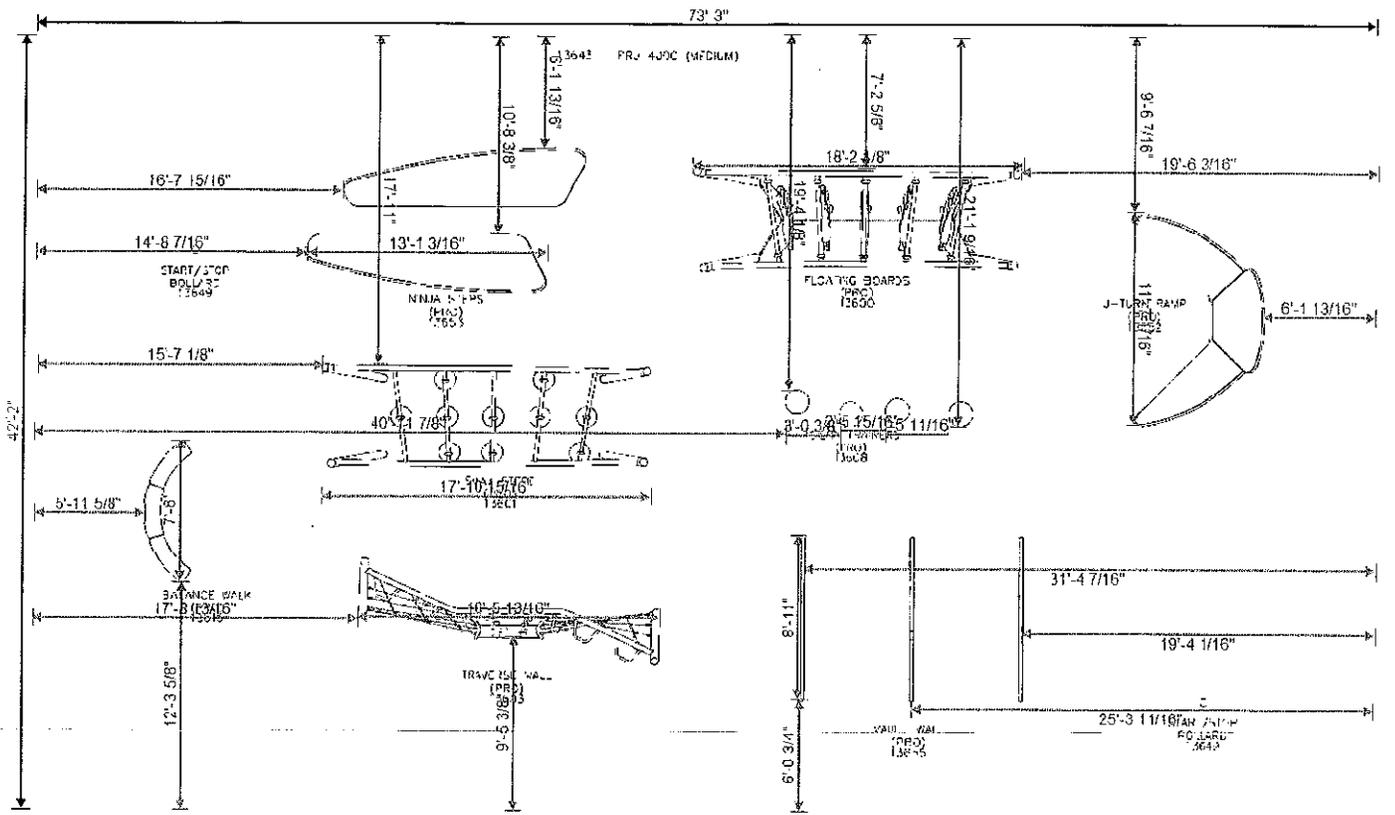
**Short Ship Claims:** Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.





## FEATURES

- Includes 11 challenges that are fun, exciting and design to keep children active
- Optional professional-grade timing systems add another dimension of fun and competition
- Meets the standards for playground equipment for children ages 5-12
- Exciting fitness activity for older children who may lose interest in traditional playgrounds
- Challenges provide all four elements of a well-rounded fitness program
- Constructed of durable, recyclable materials and backed by the industry's leading warranty



# U.S. Communities

## The Leading National Government Purchasing Cooperative

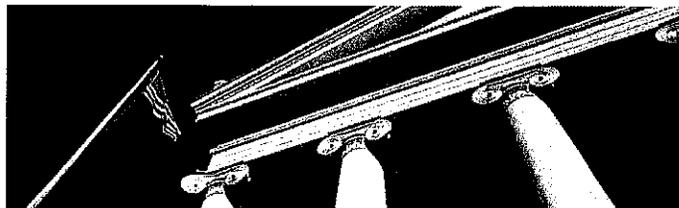
Home > [Government Purchasing](#)

### Solutions

BY SUPPLIER ([show all ->](#))

BY CATEGORY

- Facilities
- Office & School
- Specialty
- Technology



U.S. Communities is the leading national government cooperative purchasing program, providing procurement resources and solutions to local and state government agencies including:

- Cities
- Counties
- Towns
- States
- Special Districts
- Boroughs
- Villages
- Schools, Universities and Colleges

With U.S. Communities, agencies can utilize competitively solicited contracts to help save time and resources while still meeting state, local and federal purchasing requirements. All cooperative purchasing contracts from U.S. Communities have been competitively solicited by a lead public agency and meet our rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so you can buy with confidence.

The program delivers savings in time and dollars:

- **No Cost to Participate:** there is no cost or fee to register, no commitments and no minimum orders.
- **Best Overall Supplier Government Pricing:** by combining the cooperative purchasing power of 90,000 public agencies, suppliers commit to provide their best overall government pricing.
- **Quality brands:** thousands of the best brands in a wide variety of categories, services and solutions.
- **Integrity and Experience:** U.S. Communities government purchasing cooperative is founded by 5 national sponsors and more than 70 state, city and regional organizations.
- **Oversight by Public Purchasing Professionals:** third party audits ensure program pricing commitments are met and our Advisory Board provides ongoing program leadership and direction.

View our full list of suppliers to start saving and then register to participate — it's quick, easy and completely free.

### How to Get Started

1. **Register with U.S. Communities**
2. **Request Contact from 1 suppliers you would like purchase from.** They will contact you to set up an account or connect your existing account to your U.S. Communities registration.
3. **Shop Online or Contact Supplier to begin purchasing.**

### Save On

- Janitorial and Cleaning Supplies
- Office and Education Furniture
- Copiers, Printers and Office Machines
- Equipment Rental
- Temporary Staffing
- Maintenance, Hardware and Paint Supplies
- Technology Solutions, Software and Equipment
- Electrical and Lighting
- Safety and Emergency Preparedness
- Roofing
- Telecommunications
- Uniforms or Branded Clothing
- Park, Playground and P.E. Equipment
- Auto Parts
- Science and Lab Supplies

### Main Menu

JUMP TO:

- Solicitations
- About
- News & Events
- Resources
- Contact Us
- Shop
- Education Purchasing
- Government Purchasing
- Nonprofit
- Go Green Program

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# U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

## Getting Started

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- Program Overview
- How It Works
- FAQs

## Why Use U.S. Communities

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- What Makes Us Different
- Webinars & Events
- Supplier Commitments

## Discounts on Brands

---

- Products & Suppliers
- Online Marketplace
- Solicitations

## Over 55,000 agencies trust U.S.

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- Who Uses U.S. Communities?
- Cooperative Standards
- State Statutes

[CONTACT US](#)

[BECOME A SUPPLIER](#)

[ABOUT US](#)

[LEGAL](#)

[PRIVACY](#)

[MICPA](#)

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**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE  
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,  
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

**WHEREAS**, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

**WHEREAS**, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

**WHEREAS**, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

## CONTRACT

### 1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: Discount Schedule, Price Lists, and Incentives

EXHIBIT B: Installation Fees

EXHIBIT C: National Network of Distributors and Installers

EXHIBIT D: Freight Rate Schedules

EXHIBIT E: Product Warranties

EXHIBIT F: Scope of Work

EXHIBIT G: U.S. Communities Administrative Agreement

### 2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

*Acceptance:* Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.

*Affiliates:* Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.

*Biodegradable:* Refers to the ability of an item to be decomposed by bacteria or other living organisms.

*Charlotte Business Inclusion (CBI):* Refers to the Charlotte Business Inclusion office of the City of Charlotte.

*Charlotte Combined Statistical Area (CSA):* Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.

*City:* Refers to the City of Charlotte, North Carolina.

*Company:* Refers to a company that has been selected by the City to provide the Products and Services of this Contract.

*Company Project Manager:* Refers to a specified Company employee representing the best interests of the Company for this Contract.

*Contract:* Refers to a written agreement executed by the City and Company for all or part of the Services.

- Deliverables:* Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
- Documentation:* Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
- Environmentally Preferable Products:* Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
- Lead Public Agency:* Refers to the City of Charlotte, North Carolina.
- Master Agreement:* Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
- Minority Business Enterprise/MBE:* Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
- MWSBE:* Refers to SBEs, MBEs and WBEs, collectively.
- Participating Public Agency:* Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
- Products:* Refers to all Products that the Company agrees to provide to the City as part this Contract.
- Services:* Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

*Specifications and Requirements:*

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
  - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
  - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
  - 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.  
  
City of Charlotte  
M&FS Finance Office / Procurement Management  
600 East Fourth Street  
Charlotte, NC 28202
  - 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
  - 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
  - 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
  - 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
  - 20.3 **Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
23. **NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
  - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
  - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
  - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
  - 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
  - 29.8.3 Performing the transition service plan activities;
  - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
  - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
30. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

- 33. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

**34. COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
  - a. Criminal records search,
  - b. Identification verification; and
  - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

**38. DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

**39. NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

<b>For The Company:</b>	<b>For The City:</b>
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

<b>With Copy To:</b>	<b>With Copy To:</b>
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: <a href="mailto:cwhite@ci.charlotte.nc.us">cwhite@ci.charlotte.nc.us</a>

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

**40. SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

**41. FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

**42 CONFIDENTIALITY.**

- 42.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

- 43. RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
  - 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
  - 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
  - 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
  - 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
  - 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
  - 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

**44. EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

44.1 Was already known to Company prior to being disclosed by the City;

44.2 Was or becomes publicly known through no wrongful act of Company;

44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

44.4 Was used or disclosed by Company with the prior written authorization of the City;

44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;

44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

**45. MISCELLANEOUS**

45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 "Term"
  - Section 4.3 "Employment Taxes and Employee Benefits"
  - Section 13 "General Warranties"
  - Section 14 "Additional Representations and Warranties"
  - Section 22 "Guarantee"
  - Section 28 "Other Remedies"
  - Section 29 "Termination"
  - Section 33 "Insurance"
  - Section 34 "Indemnification"
  - Section 39 "Notices"
  - Section 42 "Confidentiality"
  - Section 45 "Miscellaneous"
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

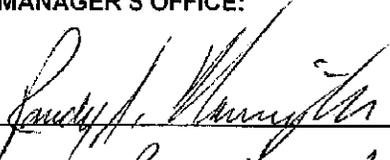
BY: 

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. OF SALES

DATE: 05-03-2017

CITY OF CHARLOTTE  
CITY MANAGER'S OFFICE:

BY: 

PRINT NAME: Randy Harrington

TITLE: CTO

DATE: 5/15/17

CITY OF CHARLOTTE  
RISK MANAGEMENT DIVISION:

BY: 

PRINT NAME: Christee Gibson

TITLE: Asst Mgr

DATE: 5/11/17

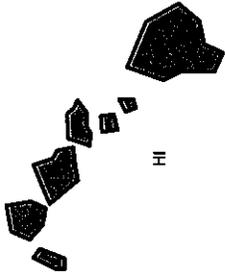
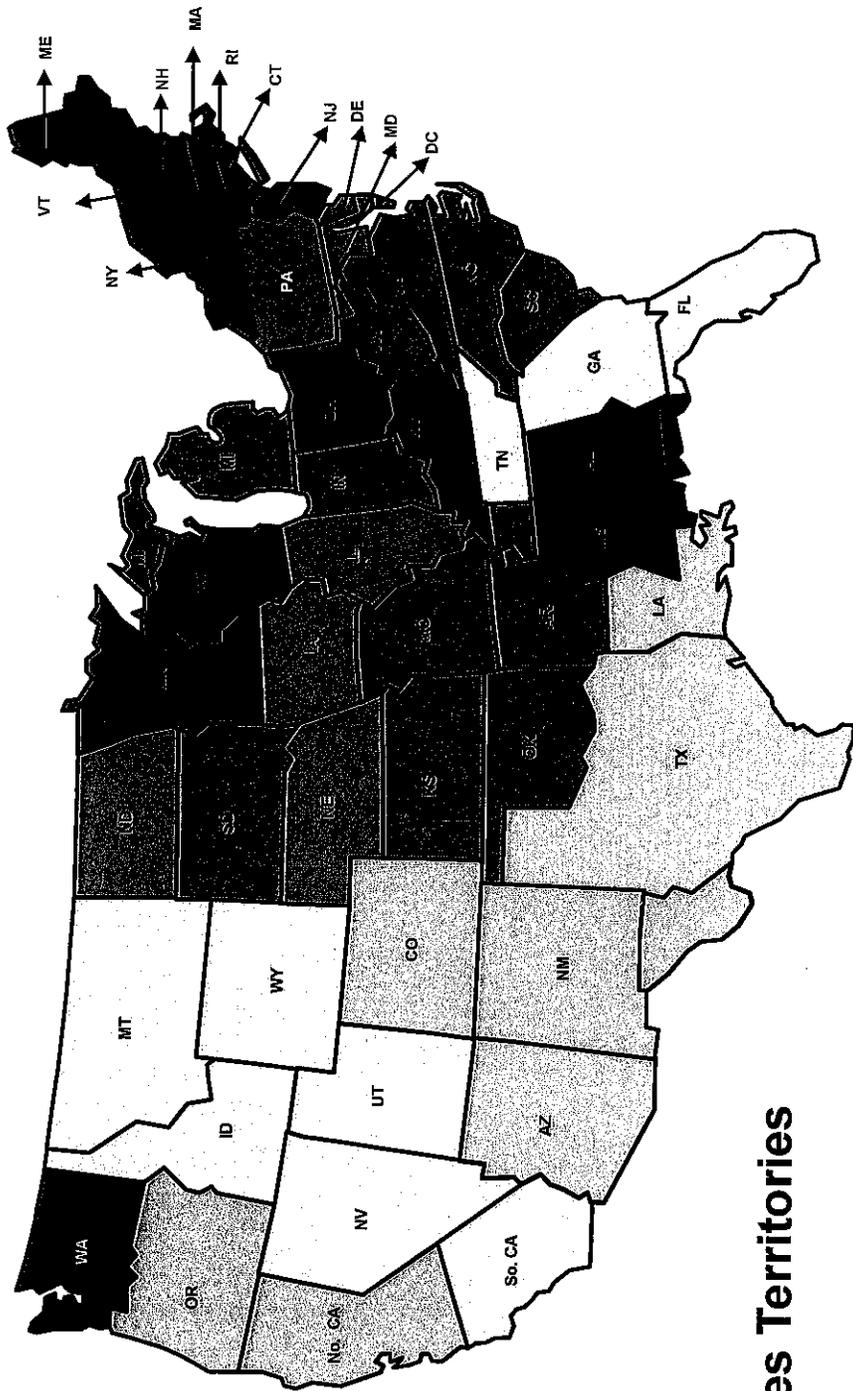
**EXHIBIT C**  
**NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS**

**The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.**



A PLAYCORE Company

150 PlayCore Drive SE  
Ft Payne, AL 35967  
(800) 633-2394



# GameTime Sales Territories

**PA**  
**Bitting Recreation, Inc.**  
PO Box 6445  
Harrisburg, PA 17112-0445  
Tel: (800) 248-8464  
Fax: (717) 652-5826  
Website: www.bittingrec.com

**FL GA TN**  
**Dominica Recreation Products, Inc.**  
PO Box 520700  
Longwood, FL 32752-0700  
Tel: (800) 432-0162  
Fax: (407) 331-4720  
Website: www.drpinc.com

**MI IN**  
**Sinclair Recreation**  
128 E. Lakewood Blvd  
Suite 40  
Holland, MI 49424  
Tel: (800) 444-4954  
Fax: (616) 392-8634  
Website: www.sinclair-rec.com

**KY OH**  
**David Williams & Associates, Inc.**  
PO Box 218  
1010 Harrison Avenue  
Harrison, OH 45030  
Tel: (800) 762-7936  
Fax: (330) 821-4505  
Website: www.davidwilliamsassociates.com

**AR KS MO NC OK SC VA WV**  
**Cunningham Recreation**  
PO Box 240981  
Charlotte, NC 28224  
Tel: (800) 438-2780  
Fax: (704) 525-7356  
Website: www.cunninghamrec.com

**CA ID MT NV UT WY**  
**Great Western Recreation**  
PO Box 97  
Wellsville, UT 84339  
Tel: (800) 453-2735  
Fax: (435) 245-5057  
Website: www.gwparc.com

**AK WA**  
**Sitelines Park & Playground Products**  
626 128th Street, S.W.  
Suite 104-A  
Everett, WA 98204  
Tel: (800) 541-0869  
Fax: (425) 347-3056  
Website: www.sitelines.com

**IA NE ND SD**  
**Cunningham Recreation**  
PO Box 240981  
Charlotte, NC 28224  
Tel: (800) 438-2780  
Fax: (704) 525-7356  
Website: www.cunninghamrec.com

**MA ME NJ NY CT RI VT NH**  
**Marturano Recreation Co.**  
PO Box 106  
Spring Lake, NJ 07762  
Tel: (800) 922-0070  
Fax: (732) 974-0226

**LA TX**  
**Total Recreation Products**  
12022 C. Knigge C Rd, Suite C  
Cypress, TX 77429  
Tel: (800) 392-9909  
Fax: (832) 237-3885

**HI**  
**IPR, Inc.**  
1481 South King Street  
Suite 226  
Honolulu, HI 96814  
Tel: (808) 845-7788  
Fax: (808) 952-5501  
Website: www.innovativeplaygroundandcreation.com

**IL**  
**Cunningham Recreation**  
2135 City Gate Lane, Suite 300  
Naperville, IL 60563  
Tel: (800) 942-1062  
Fax: (630) 554-3750  
Website: www.cunninghamrec.com

**No. CA OR**  
**MRC-Pacific**  
1030-B Railroad Avenue  
Novato, CA 94947  
Tel: (415) 893-9996  
Fax: (415) 899-9050  
Website: www.gamematmanorcal.com

**AZ CO NM TX**  
**Triple M Recreation**  
4638 East Shea Blvd.  
Suite B-170  
Phoenix, AZ 85028  
Tel: (480) 315-9103  
Fax: (480) 315-9991  
Website: www.triplemrec.com

**DE MD DC**  
**Cunningham Recreation**  
PO Box 487  
Queenstown, MD 21658  
Tel: (800) 233-0529  
Fax: (410) 827-8855  
Website: www.westrecreation.com

**MI MN WI**  
**Minnesota/Wisconsin Playground, Inc.**  
PO Box 27326  
Golden Valley, MN 55427  
Tel: (800) 622-5425  
Fax: (763) 546-5050  
Website: www.mnwiplay.com

**AL FL MS**  
**J.A. Dawson & Co., Inc.**  
PO Box 1178  
Pelham, AL 35124  
Tel: (800) 221-8869  
Fax: (205) 663-5012

## GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	<a href="http://www.bittingrec.com">www.bittingrec.com</a>	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	<a href="http://www.cunninghamrec.com">www.cunninghamrec.com</a>	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	<a href="http://www.jadawsonco.com">www.jadawsonco.com</a>	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	<a href="http://www.playdrp.com">www.playdrp.com</a>	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	<a href="http://www.gwpark.com">www.gwpark.com</a>	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	<a href="http://www.ipr-hawaii.com">www.ipr-hawaii.com</a>	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	<a href="http://www.mrcrec.com">www.mrcrec.com</a>	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd, Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	<a href="http://www.mnwisplay.com">www.mnwisplay.com</a>	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	<a href="http://www.sinclair-rec.com">www.sinclair-rec.com</a>	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	<a href="http://www.sitelines.com">www.sitelines.com</a>	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	<a href="http://www.totalrecreation.net">www.totalrecreation.net</a>	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	<a href="http://www.triplemrec.com">www.triplemrec.com</a>	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	<a href="http://www.davidwilliamsassociates.com">www.davidwilliamsassociates.com</a>	330-821-4505
David Williams	OH, KY	

**b****Bitting - Bramble Landscapes, LLC. -  
Bramble, Mark**

586 Sterling Drive  
Sarver, Pa. 16055  
Bus: (724) 859-0958  
Home: 2018  
Mobile: (724) 859-0958  
E-mail: bramble.landscapes@gmail.com

**Bitting - Playground Pros (Hartzell, Lowell)**

154 N. Sheridan Road  
Newmanstown, PA 17073  
Bus: (610) 589-1769  
Home: 2018  
Mobile: (610) 413-9832  
Bus Fax: (610) 589-1817  
E-mail: bill@theplaygroundpros.com

**c****Cunningham - Blueprint Construction, LLC  
(Liles, Robbie S.)**

5 Liles Woods LN  
Garner, NC 27529  
Bus: (919) 210-1589  
Home: 2018  
Bus Fax: (919) 779-9436  
E-mail: RL1Builder@gmail.com

**Cunningham - Carlson Consulting and  
Contracting**

1150 Prospect Blvd.  
Waterloo, Iowa 50701  
Bus: (319) 234-8965  
Home: 2016  
Mobile: (319) 415-8365  
Bus Fax: (319) 234-8965  
E-mail: landrn1@msn.com

**Cunningham - Cedar Creek Run  
Construction - Stanley, Bill**

24072 Zachery Taylor Hwy.  
Culpeper, Va. 22701  
Bus: (877) 640-9811 / (540) 364-9811  
Home: 2016  
Mobile: (703) 244-5991  
Bus Fax: (540) 825-3445  
E-mail: bstanley@ccrconstructionllc.com

**Cunningham - CLS Outdoor Services**

112 Nivens Drive  
P O Box 790  
Atoka, TN 38004  
Bus: (901) 428-8836  
Home: 2018  
Mobile: (901) 428-8836  
Bus Fax: (901) 475-0015  
E-mail: Chris@clsoutdoorservices.com

**Cunningham - Custom Park Services**

8019 E. Old Jessup Road  
PO Box 1098  
Jessup, MD 20794  
Bus: (410) 799-7745 or 877-799-7745  
Home: 2017  
Mobile: (410) 365-0502  
Bus Fax: (410) 579-1284  
E-mail: cpsmike@comcast.net

**Cunningham - Custom Playgrounds**

9957 N. Alpine Road, Suite 100  
Machesney Park, Il. 61115  
Bus: (815) 708-8540  
Home: 2016  
Mobile: (815) 505-0500  
Bus Fax: (779) 423-2033  
E-mail: mbk5977@hotmail.com

**Cunningham - D C Install, LLC.**

503 Niagara  
E. Alton, Illinois 62024  
Bus: (618) 531-0848  
Home: 2017  
Mobile: (618) 531-0848  
Bus Fax: (618) 258-9007  
E-mail: donchatam@charter.net  
E-mail 2: donchatam@charter.net

**Cunningham - D G Services, Inc. (Layne,  
Kevin)**

181 Springdale Acres Drive  
Mooresville, NC 28115  
Bus: 17047993878  
Home: 2018  
Mobile: 9802302946  
Bus Fax: 7047993878  
E-mail: dgseiv@bellsouth.net

**Cunningham - Elanar Construction  
Company**

6620 W. Belmont Avenue  
Chicago, IL 60634  
Bus: (773) 628-7011  
Home: 2018  
Mobile: (773) 908-7629  
Bus Fax: (773) 628-7041  
E-mail: ross@elanar.com  
E-mail 2: ross@elanar.com

C

### **Cunningham - Fuertes Systems Landscaping, Inc**

15100 S. Indian Boundary Rd.  
Plainfield, IL 60544  
Bus: (815) 725-2959  
Home: 2016  
Mobile: (847) 312-9393  
Bus Fax: (815) 725-3165  
E-mail: furte1@sbcglobal.net

### **Cunningham - G.L. Stone and Son, Inc. - Gilkerson, Leondis**

24 First Street  
Hamlin, WV. 25523  
Bus: (304) 824-3800  
Home: 2016  
Mobile: (304) 208-4550  
Bus Fax: (304) 824-3848  
E-mail: glstoneandson@zoominternet.net

### **Cunningham - Grass roots, Inc.**

501 W. Central Avenue  
Davidsonville, MD 21035  
Bus: (410) 721-1093  
Home: 2016  
Mobile: (301) 785-5770  
Bus Fax: (301) 858-1039  
E-mail: ccook@getgrassroots.com

### **Cunningham - Green-Up Landscape, Inc.**

23940 Andrew Road  
Plainfield, IL 60585  
Bus: (815) 372-3000  
Home: 2017  
Mobile: (815) 693-1833  
Bus Fax: (815) 372-3005  
E-mail: brs@green-up.com

### **Cunningham - Howard's General Contracting**

708 Knightswood Road  
Fort Mill, S.C. 29708  
Bus: (803) 802-1722  
Home: 2017  
Mobile: (803) 280-5630  
E-mail: lance@howardsgc.com

### **Cunningham - IDE Construction (Turner, Michael)**

18601 Green Street  
Washington, NE 68068  
Bus: (402) 510-0549  
Home: 2018  
E-mail: turner.michael.17@gmail.com

### **Cunningham - Jones & Sons Contracting**

11409 Boltomley Road  
Thurmont, MD 21788  
Bus: (301) 898-3743  
Home: 2011  
Bus Fax: (301) 898-3743  
E-mail: lannajones@msn.com

### **Cunningham - Kay Jay Construction, Inc.**

300 S. Carlton Ave. #160  
Wheaton, IL 60187  
Bus: (312) 388-3030  
Home: 2016  
Mobile: (312) 388-3030  
E-mail: fred.conforti@sbcglobal.net

### **Cunningham - Kenneth Company, The**

16W064 Jeans Road  
Lemont, IL 60439  
Bus: (630) 679-2750  
Home: 2016  
Mobile: (630) 514-3632  
Bus Fax: (630) 325-2780  
E-mail: kcoffice@aol.com

### **Cunningham - Massanelli Construction, Inc.**

105 Bellaire Drive  
Hot Springs, Arkansas 71901  
Bus: (501) 318-7618  
Home: 2016  
Mobile: (501) 318-7618  
Bus Fax: (501) 321-8083  
E-mail: TMASSarelli25@yahoo.com

### **Cunningham - Monkebar Builders, L.L.C.**

1214 Towanda Ave., Upper Level  
Bloomington, IL 61701  
Bus: (309) 829-9111  
Home: 2016  
Mobile: (309) 825-9111  
Bus Fax: (309) 829-5555  
E-mail: monkeko@comcast.net

### **Cunningham - Moore Recreational Products, Inc.**

PO Box 472747  
Charlotte, NC 28247  
Bus: (704) 905-3665  
Home: 2017  
Mobile: (704) 905-3665  
Bus Fax: (704) 643-1369  
E-mail: Moorerecreation@gmail.com

**C****Cunningham - Old South Building Corp -  
Deeds, Rob**

1622 Brandon Ave.  
Petersburg, Va. 23805  
Bus: (804) 307-9307  
Home: 2016  
Mobile: (804) 307-9307  
Bus Fax: (804) 733-1110  
E-mail: rob@oldsouthbuild.com

**Cunningham - Ozark Mountain  
Installations, Inc.**

9706 Lawrence 2237  
Monett, MO 65708  
Bus: (417) 235-9475  
Home: 2018  
Mobile: (417) 235-9475  
Bus Fax: (417) 236-0897  
E-mail: j.m.pass2@yahoo.com

**Cunningham - ParkScape Solutions LLC  
(Woods, Wayne O.)**

8226C Hwy J  
Black, MO 63625  
Bus: (573) 269-4450  
Home: 2017  
Mobile: (573) 701-3294  
E-mail: wayne@parkscapecolutions.com

**Cunningham - Play Structure Plus**

364 East Main Street, Suite 172  
Middletown, De. 19709  
Bus: (302) 528-8791  
Home: 2016  
Mobile: (302) 528-8791  
Bus Fax: (302) 378-0747  
E-mail: markmacdonald4@verizon.net

**Cunningham - Play-N-Scape, Inc.**

190 Briarwod Drive  
Crystal Lake, IL 60014  
Bus: (815) 693-2769  
Home: 2016  
Mobile: (815) 459-6758  
Bus Fax: (815) 459-5790  
E-mail: playnscape@comcast.net

**Cunningham - Prestige Landscaping  
Solutions - Mullins, Jason**

5001 NW 10 Apt. 905  
Oklahoma City, Ok. 73127  
Bus: (405) 885-2015  
Home: 2014  
Mobile: (405) 820-8304  
Bus Fax: (405) 849-2739  
E-mail: jmullen@pssokc.net

**Cunningham - Reese Construction Company**

3720 Lucky Drive  
Apex, N.C. 27539  
Bus: (919) 329-5501  
Home: 2017  
Mobile: (919) 427-4685  
Bus Fax: (919) 329-5503  
E-mail: reeseconstruction@hotmail.com

**Cunningham - RJR Enterprises, Inc.**

804 N 42nd Street  
Rogers, AR 72756  
Bus: (479) 936-1092  
Mobile: (479) 621-3939  
E-mail: RonBrown@nwarjr.com

**Cunningham - Robert Kremers Construction**

515 S. 86th Street  
Omaha, NE 68114  
Bus: (402) 658-3357  
Home: 2017  
Mobile: (402) 658-3357  
Bus Fax: none  
E-mail: bobkremers1@aol.com

**Cunningham - Triad Property Services, Inc.**

962 Wiley Lewis Road  
Greensboro, NC 27406  
Bus: (336) 378-1541  
Home: 2017  
Mobile: (336) 337-1930  
Bus Fax: (336) 378-1541  
E-mail: brentattps@triad.rr.com

**Cunningham - Woods Const. Serv.**

8226B Hwy. J  
Black, Mo. 63625  
Bus: (573) 269-1113  
Home: 2017  
Mobile: (573) 701-3294  
Bus Fax: (573) 269-1033  
E-mail: wayne@woodsconstructionservices.com

**C****Cunningham - Zogg & Associates (Zogg, Brent)**

27610 90th Avenue  
 Donahue, IA 52746  
 Bus: (563) 210-2943  
 Home: 2018  
 E-mail: zoggdesign@netins.net

**Cunningham - Hyde Construction (Hyde, John)**

1325 South Bates Avenue  
 Springfield, IL 62704  
 Bus: (217) 891-4618  
 Home: 2018  
 E-mail: Backstp23@yahoo.com

**d****Dawson, J. A.**

P.O. Box 1178  
 Pelham, AL 35124  
 Bus: (205) 663-5058  
 Home: 2017  
 Mobile: (205) 368-4365  
 Bus Fax: (205) 663-5012  
 E-mail: cstruthers@jadawsonco.com

**Dominca - D.W. Recreation Services, Inc. (West, Donald)**

2500 NW 79th Ave. #258  
 Doral, FL 33122  
 Bus: (561) 433-4709  
 Home: 2017  
 Mobile: (561) 818-4819  
 E-mail: dwrecreation@bellsouth.net

**Dominica - John Fitzgerald, Inc.**

P.O. Box 655  
 Sanford, FL 32772  
  
 412 Mattie St.  
 Sanford, FL 32773  
 Bus: (407) 323-8822  
 Home: 2018  
 Mobile: (407) 920-2256  
 Bus Fax: (407) 323-0999  
 E-mail: julie@fivestarininstallers.com

**Dominica Recreation Products - Copponex Group LLC (Copponex, Glen)**

1478 Highway 124  
 Auburn, GA 30011  
 Bus: (770) 421-5252  
 Home: 2017  
 Mobile: (770) 846-2120  
 E-mail: greg@copponexgroup.com

**Dominica Recreation Products - Outdoor Construction**

134 Stanley Court Suite#E  
 Lawrenceville, GA 30046  
 Bus: (770) 995-8430 Toll Free 877-995-1100  
 Home: 2017  
 Mobile: (678) 234-7489  
 Bus Fax: (886) 536-5244  
 E-mail: terry@occ-ga.com  
 E-mail 2: occga@aol.com

**Dominica Recreation Products - Pelican Playground Maintenance LLC (De Armond, William)**

Suite 202 Dept 213  
 Fort Myers, FL 33912  
 Bus: (239) 284-7335  
 Home: 2018  
 E-mail: Billy@pelicanplaygroundmaintenance.com

**g****Great West Park and Play - C S Construction (Amick, Chris)**

13049 Lynn Christi Ave  
 Bakersfield, CA 93314  
 Bus: (661) 978-9748  
 Home: 2017  
 E-mail: csconstruction@bak.rr.com

**Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)**

273 N. Benson Avenue  
 Upland, CA 91786  
 Bus: (909) 949-1601  
 Home: 2017  
 Mobile: (909) 215-7439  
 Bus Fax: (909) 981-9368  
 E-mail: skammerer@calandscape.com

**g****Great West Park and Play - Childs Play**

1852 Langley Ave  
Irvine, CA 92614  
Bus: (949) 252-1186  
Home: 2017  
Mobile: (714) 709-1782  
E-mail: chris@childsplaygrounds.com

**Great West Park and Play - Cicero Engineering, Inc.**

1372 E. Valencia Drive  
Fullerton, Ca. 92831  
Bus: (714) 871-2800  
Home: 2017  
Mobile: (562) 762-5147 Frank Cicero  
Bus Fax: (714) 871-2801  
E-mail: fcicero@ciceroengineering.com

**Great West Park and Play - Coastal Park and Recreation - Lapp, Doug**

3075 Falda Road  
Atascadero, Ca. 93422  
Bus: (805) 441-2952  
Home: 2018  
Mobile: (805) 441-2952  
E-mail: doug@coastalparkandrec.com

**Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil**

6625 South Valley View Blvd  
Suite 212  
Las Vegas, NV 89118  
Bus: (702) 385-4555  
Home: 2014  
Mobile: (702) 286-7091  
E-mail: phil@vegasexteriors.com

**Great West Park and Play - Evans Recreation Installation, Inc.**

P.O. Box 42607  
Las Vegas, Nevada 89116  
Bus: (702) 271-8170  
Home: 2016  
Mobile: (702) 271-8170  
Bus Fax: (702) 926-9685  
E-mail: doug.e@evansrecreation.com

**Great West Park and Play - Evergreen Environment, Inc. (Sandoval, Juan)**

8609 Mission Blvd  
Riverside, CA 92509  
Bus: (951) 332-2218  
Home: 2018  
Mobile: (951) 337-1757  
Bus Fax: (951) 332-2219  
E-mail: juan@evergreenenvironment.net

**Great West Park and Play - Fullmer Brothers Landscape Maintenance, Inc. (Newbold, Craig)**

1825 N. 1450 W  
Lehi, Utah 84043  
Bus: (801) 571-9899  
Home: 2018  
Mobile: (801) 671-6257  
E-mail: craig@fullmerbrothers.com

**Great West Park and Play - Garden Shop Nursery Landscaping**

1978 Frazier Avenue  
Sparks, Nv. 89431  
Bus: (775) 358-3080  
Home: 2018  
Mobile: (775) 221-0935  
Bus Fax: (775) 358-3084  
E-mail: gslmike@sbcglobal.net

**Great West Park and Play - Great Western Installations - Olson, Derek**

Great Western Installations  
PO Box 97  
Wellsville, Ut. 84339  
Bus: (800) 453-2735  
Home: 2017  
Mobile: Steve (435) 760-5100 / Derek (858) 337-9195  
Bus Fax: (435) 245-5057  
E-mail: steve@gwpark.com

**Great West Park and Play - K.C. Equipment**

413 S. Magnolia Ave.  
El Cajon, CA 92020  
Bus: (619) 443-9730  
Home: 2013  
Bus Fax: (619) 443-9729  
E-mail: info@kcequipmentinc.com

**Great West Park and Play - Linnert Builders**

1675 No. Shaffer St.  
Orange, CA 92867  
Bus: (714) 974-4393  
Home: 2018  
Mobile: (714) 606-4951  
Bus Fax: (714) 974-4393  
E-mail: blinnert@socal.rr.com

**g****Great West Park and Play - Malibu Pacific Tennis Courts, Inc.**

31133 Via Colinas, Suite 107  
 Westlake Village, CA 91362  
 Bus: (818) 707-3797  
 Home: 2013  
 Mobile: (818) 991-7445  
 Bus Fax: (818) 706-1951  
 E-mail: phil@malibupacific.com

**Great West Park and Play - Play Foundations, Inc. (Cox, Jack)**

1330 N. Melrosed Drive Suite F  
 Vista, CA 92083  
 Bus: 17602958645  
 Home: 2018  
 Mobile: 17604209689  
 Bus Fax: 17602958651

**Great West Park and Play - PSI**

1747 Colgate Drive  
 Thousand Oaks, CA 91360  
 Bus: (805) 494-3401  
 Home: 2018  
 Mobile: (818) 618-2333  
 Bus Fax: (805) 494-3343  
 E-mail: gdonahoe@ix.netcom.com

**Great West Park and Play - Quality Time Recreation**

P.O. Box 471  
 Clearfield, Ut 84089  
 673 W. 1860 N.  
 Clinton, Ut. 84015  
 Bus: (801) 718-5367  
 Home: 2018  
 Mobile: (801) 718-5367  
 Bus Fax: (801) 728-3558  
 E-mail: qtrec@comcast.net

**Great West Park and Play - Rasco Construction, Inc.**

6588 West 10900 North  
 Highland, Utah 84043  
 Bus: (801) 360-1723  
 Home: 2018  
 Mobile: (801) 360-7123  
 Bus Fax: (801) 763-7664  
 E-mail: Tylertdr@yahoo.com

**Great West Park and Play - Recreation Installation**

1321 N. Lewis Peak Drive  
 Ogden, Utah 84401  
 Bus: (801) 388-6980  
 Home: 2018  
 Bus Fax: (801) 393-2745  
 E-mail: julio\_membreno@yahoo.com

**Great West Park and Play - Zasueta Contracting, Inc.**

PO Box 866  
 Spring Valley, CA 91976  
 Bus: (619) 589-0609  
 Home: 2016  
 Mobile: (619) 843-4048  
 Bus Fax: (619) 697-6031  
 E-mail: azplaygrounds@yahoo.com

**Great West Park and Play - Unlimited Engineering Contracting, Inc. (Carter, Kevin)**

950 Firestone Circle  
 Simi Valley, CA 93065  
 Bus: (805) 587-7514  
 Home: 2017  
 Mobile: (818) 652-6922  
 E-mail: unlimitedengineering101@yahoo.com

**i****IPR\$ Hawaii Sagum, Danielle**

1481 S. King Street  
 Suite 226  
 Honolulu, HI 96814  
 Bus: (808) 952-7788  
 Home: 2017  
 Mobile: (808) 679-1113  
 E-mail: danielle@ipr-hawaii.com

**m****Marturano - A & H contracting**

33 Eastwood Blvd.  
 Manalapan, N.J. 07726  
 Bus: (732) 972-0006  
 Home: 2015  
 Mobile: (732) 672-3236  
 Bus Fax: (732) 972-0555  
 E-mail: ahcontractinginc@aol.com

**m**

**Marturano - AAH Constuction Corp.  
(Cinquemani, Led)**

21-77 31st Street Suite 107  
Astoria, NY 11105  
Bus: (718) 267-1300  
Home: 2018  
Mobile: (917) 709-2021  
Bus Fax: (718) 726-1474  
E-mail: leoc@aaconstruction.com

**Marturano - Buzz Burger Incorporated**

13 Twin Pine Way  
Glen Mills, PA 19342  
Bus: (610) 399-3035  
Home: 2016  
Mobile: (610) 304-9040  
Bus Fax: +1 (610) 399-3375  
E-mail: buzz@buzzburgerinc.com

**Marturano - California Playground Builders**

1490 Norman Ave.  
Santa Clara, Ca. 95054  
Bus: (408) 748-1220 or (408) 314-3363  
Home: 2013  
Mobile: (408) 438-2141  
Bus Fax: (408) 748-1128  
E-mail: jeff@built2play.com

**Marturano - Central Jersey Landscaping,  
Inc.**

523A Chesterfield-Arneytown Road  
Chesterfield, N.J. 08515  
Bus: (609) 298-2450  
Home: 2016  
Mobile: (609) 722-2082  
Bus Fax: (609) 298-2436  
E-mail: Mike\_CJL@Verizon.net

**Marturano - CMJ Construction, Inc.**

40 fenton way  
Bangor, ME 04401  
Bus: (603) 828-5225  
Home: 2018  
Mobile: (603) 828-5225  
Bus Fax: (207) 942-5776  
E-mail: Chaddah@aol.com

**Marturano - Community Playgrounds, Inc.**

200 Commercial Street  
Vallejo, Ca. 94589  
Bus: (415) 892-8100  
Home: 2017  
Mobile: (415) 559-8883 / 415-725-8923  
Bus Fax: (415) 892-3132  
E-mail: cwear@commplay.us

**Marturano - Currie Grove, LLC**

300 Old Reading Pike  
Bldg. 1, Suite 102  
Stowe, Pa. 19464  
Bus: (610) 970-8846  
Home: 2017  
Mobile: (610) 310-5926  
Bus Fax: (610) 970-4719  
E-mail: curriegrove@aol.com

**Marturano - Dakota Excavating Contractor,  
Inc.**

200 East Church St.  
Bergenfield, NJ 07621  
Bus: (201) 439-1000  
Mobile: (201) 954-5301  
Bus Fax: (201) 439-0444  
E-mail: opiedak@aol.com

**Marturano - G & G Builders**

4542 Contractors Place  
Livermore, Ca. 94551  
Bus: (925) 846-9023  
Home: 2017  
Mobile: (925) 570-7606  
Bus Fax: (925) 846-9152  
E-mail: gcallahan@ggbuildersinc.com

**Marturano - Harris Fence Corp. (Harris,  
Jim)**

4492 Route 130  
Burlington, NJ 08016  
Bus: (609) 387-4050  
Home: 2017  
Mobile: (609) 517-7613  
E-mail: harrisfence@yahoo.com

**Marturano - Horizon Concepts, Inc.**

53 West Hills Road  
Huntington Station, N.Y. 11746  
Bus: (631) 271-1963  
Home: 2016  
Mobile: (516) 864-1522  
Bus Fax: (631) 271-1975  
E-mail: jhines@horizonconceptsinc.net

**Marturano - Kamback Bros. LLC (Kamback,  
Greg)**

54 E. Lagoona Drive  
Brick, NJ 08723  
Bus: (732) 558-3868  
Home: 2017  
Mobile: (732) 558-3868  
Bus Fax: (732) 477-0046  
E-mail: gregKamback@comcast.net

**m**

**Marturano - Kel-Tech Construction, Inc. -  
Kelleher, Vincent**

12-11 Redfern Ave.  
Queens, N.Y. 11691  
Bus: (718) 383-3353  
Home: 2017  
Mobile: (917) 682-3988  
Bus Fax: (718) 337-3360  
E-mail: vk@keltechconstruction.com

**Marturano - Kidzzplay Installation Services**

126 Covered Bridge Road  
Warwick, N.Y. 10990  
Bus: (800) 851-7748  
Home: 2016  
Mobile: (845) 742-1745  
E-mail: cs@kidzzplay.com

**Marturano - Lobo Construction Services,  
Inc.**

250 Orchard Road  
East Patchoeve, NY 11772  
Bus: (631) 286-6184  
Home: 2018  
Mobile: (516) 807-8462  
Bus Fax: (631) 286-6194  
E-mail: loboservices@yahoo.com

**Marturano - M & M Site Improvement, Inc.  
(Mcperson, Robert)**

53 Gladstone Road  
New Rochelle, NY 10805  
Bus: (917) 679-1012  
Home: 2018  
Bus Fax: (914) 813-8639  
E-mail: rem129@aol.com

**Marturano - Marrs Playground Installation,  
Co.**

16860 Paula Road  
Madem, Ca. 93636  
  
P.O. Box 318  
Friant, Ca. 93626  
Bus: (559) 479-8490  
Home: 2017  
Mobile: (559) 930-1700  
Bus Fax: (559) 479-8490  
E-mail: quincymarrs@comcast.net

**Marturano - Pat Corsetti, Inc.**

610 Fenimore Road  
Mamaroneck, NY 10543  
Bus: (914) 698-5024  
Home: 2017  
Mobile: (914) 403-4346  
Bus Fax: (914) 698-6746  
E-mail: acorsetti@prodigy.net

**Marturano - Performance Flooring Systems  
(Melville, Garth)**

289 Milton Road  
Rye, NY 10580  
Bus: (917) 930-1521  
Home: 2018  
Mobile: (917) 930-1521  
E-mail: garth@sportcourtventures.com

**Marturano - Picerno-Giordano  
Construction, LLC (Richard Picerno)**

200 Market Street  
Kenilworth, NJ 07033  
Bus: (908) 241-4331  
Home: 2017  
Mobile: (908) 296-0505  
Bus Fax: (908) 241-7854  
E-mail: Rich@picernogiordano.com

**Marturano - Playgrounds Unlimited, Inc**

980 Memorex Drive  
Santa Clara, CA 95050  
Bus: (408) 244-9848  
Home: 2016  
Mobile: (408) 639-4565  
Bus Fax: (408) 330-9256  
E-mail: mikea@playgroundsunlimited.net

**Marturano - Rubberecycle, LLC. - Gates,  
Brian**

P.O. Box 106  
Springlake, N.J. 07762  
Bus: (800) 922-0070  
Home: 2014  
Mobile: (732) 433-6121  
Bus Fax: (732) 947-0226  
E-mail: bgates@mrcrec.com

**Marturano - Scott Construction of  
Rochester, Inc.**

23 Wells Street  
Rochester, NY 14611  
Bus: (585) 370-6331  
Home: 2018  
Mobile: (585) 370-6331  
Bus Fax: (585) 325-2893  
E-mail: mscott1299@hotmail.com

**m**

**Marturano - Shawn T. Gardner Builders**

2882 Robert Court  
Redding, CA 96002  
Bus: (530) 222-2771  
Home: 2015  
Mobile: (530) 945-2041  
Bus Fax: (530) 222-3269  
E-mail: gardner7878@sbcglobal.net

**Marturano - Silagy Contracting, LLC.**

614 Old Post Road  
Edison, NJ 08817  
P.O. Box 1096  
Edison, NJ. 08817  
Bus: (732) 287-5544  
Home: 2018  
Mobile: (732) 921-0780  
Bus Fax: (732) 287-8978  
E-mail: rsilagy@silagycontracting.com

**Marturano - TAJ Assoc**

335 Clifton Ave,  
Staten Island, NY 10305  
Bus: (718) 415-4555  
Home: 2018  
Mobile: (917) 577-8274  
Bus Fax: (718) 442-2567  
E-mail: tajassociatesusa@gmail.com

**Marturano - Tec-Con Contractors, Inc.**

9 Dodd Street  
East Orange, NJ 07017  
Bus: (973) 674-9191  
Home: 2011  
Bus Fax: (973) 674-2834  
E-mail: Tec\_Con@comcast.net

**Marturano - Titan Development, Inc.**

8534 Seaman Rd  
Gasport, NY 14067  
Home: 2018  
Mobile: (716) 913-5957  
E-mail: bjbvwood@yahoo.com

**Marturano - Whirl Construction**

187 Main Street,  
P.O. Box 110  
Port Monmouth, NJ 07758  
Bus: (732) 495-3715  
Home: 2017  
Mobile: (732) 496-5706  
Bus Fax: (732) 495-6133  
E-mail: info@whirlconstruction.net

**Marturano - Who Built Creative Builders**

80 Alta Dr.  
Petaluma, CA 94954

P.O. Box 5207  
Petaluma, CA 94955  
Bus: (707) 763-6210  
Home: 2017  
Mobile: (707) 696-7734  
Bus Fax: (707) 658-2513  
E-mail: jana@whobuilt.biz

**Minnesota&Wisc. - C.K.&C. Installation, Inc.**

12735 - 274th Circle  
Zimmerman, MN 55398  
Bus: (763) 856-5293  
Home: 2018  
Mobile: (763) 244-0188  
Bus Fax: (763) 856-0536  
E-mail: tucker@izoom.net

**Minnesota&Wisc. - Southern Coating Systems**

8960 205 St. West #432  
Lakeville, MN 55044  
Bus: (952) 469-3439  
Bus Fax: (952) 469-3430  
E-mail: scssafetup@frontiernet.net

**S**

**Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff**

16801 S. Mill Creek Rd.  
Noblesville, In. 46062  
Bus: (317) 694-4373  
Home: 2016  
Mobile: (317) 694-4373  
Bus Fax: (317) 770-7482  
E-mail: gandcccontract@comcast.net

**Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.**

P.O. Box 2127  
Brighton, MI 48116

1019Victory Drive  
Howell, Mi. 48843  
Bus: (517) 545-7122  
Home: 2016  
Mobile: (313) 806-8406  
Bus Fax: (517) 545-7144  
E-mail: craig@buildingfun.com

**S****Sinclair Recreation - Play Builders LLC**

128 E. Lakewood Blvd  
Suite 40 B  
Holland, MI 49424  
Bus: (616) 218-1053  
Home: 2011  
Mobile: (616) 218-1053  
Bus Fax: (616) 994-0345  
E-mail: rich@sinclair-rec.com

**Sinclair Recreation - Pro Installation Plus, Inc.**

60-B W.Terra Cotta Avenue #185  
Crystal Lake, IL 60014  
Bus: (815) 479-7220  
Home: 2017  
Bus Fax: (815) 479-7221  
E-mail: playinstal@aol.com

**Sinclair Recreation - Rent A Son**

2294 S. Hickory Ridge Road  
Milford, Mi. 48380-1920  
Bus: (989) 233-3210  
Home: 2018  
Mobile: (989) 233-3210  
E-mail: wuerf3@aol.com

**Sitelines - Cascade Mini Excavating, Inc.**

1266 Bay Loop S.W.  
Tumwater, Wa. 98512  
Bus: (360) 556-3552  
Home: 2018  
Mobile: (360) 556-3544  
E-mail: install@cmeplay.net

**Sitelines - G.R. Morgan Construction**

10536 S.W. 25th Avenue  
Portland, OR 97219  
Bus: (503) 452-4268  
Home: 2018  
Mobile: (503) 803-4802  
Bus Fax: (503) 245-4872  
E-mail: geo\_morgan@msn.com

**Sitelines - L.W. Sundstrom, Inc.**

P.O. Box 893  
Ravensdale, Wa. 98051  
Bus: (206) 730-8901  
Home: 2017  
Mobile: (206) 730-8901  
Bus Fax: (425) 413-2533  
E-mail: len@lwsundstrom.com

**Sitelines - Picture Perfect Playgrounds  
Stoddard, Curtis**

P.O. box 807  
Ashton, ID 83420  
Bus: (208) 652-3284  
Home: 2016  
Mobile: (208) 521-0161  
Bus Fax: (208) 652-3285  
E-mail: bookkeeper@pictureperfectplaygrounds.com

**Sitelines - Precision Recreation  
Contractors, Inc.**

6821 S.E. Johnson Creek BLVD.  
Portland, OR 97206  
Bus: (503) 788-4002  
Home: 2018  
Mobile: (503) 572-8248  
Bus Fax: (503) 788-4003  
E-mail: ed@precisionrecreation.com

**Sitelines - Proexc, LLC (Kyllonen, James)**

P.O. box 2803  
Battleground, WA 98604  
Bus: (360) 666-9276  
Home: 2018  
E-mail: office@proexccllc.com

**Sitelines - Prosser & Sons**

North 5544 Drumheller  
Spokane, WA 99205-7509  
Bus: (509) 326-4907  
Home: 2015  
Mobile: (509) 993-2840  
Bus Fax: (509) 326-4907  
E-mail: gmprosser@juno.com

**Sitelines - R & R Construction, Inc.**

P.O. Box 10  
Carbonado, WA 98323  
Bus: (360) 829-2300  
Home: 2018  
Mobile: (253) 350-7449  
Bus Fax: (360) 829-2700  
E-mail: wendy@rrconinc.com

**t****Total Recreation - Barcon Construction**

143 EL Cerrito Circle  
San Antonio, TX 78232  
Bus: (210) 867-2278  
Home: 2019  
Mobile: (210) 867-2278  
Bus Fax: (210) 867-9500  
E-mail: bpassini\_barcon@yahoo.com

t

### **Total Recreation - Cross Country**

3804 Simmons Creek Lane  
Flower Mound, Tx. 75022-5495  
Bus: (972) 355-8580  
Home: 2018  
Mobile: (972) 768-1713  
Bus Fax: (972) 355-2902  
E-mail: cross.country.corp@gmail.com

### **Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)**

905 Sandy Beach Drive  
Conroe, TX 77304  
Bus: (936) 522-8522  
Home: 2018  
Mobile: (936) 522-8522  
E-mail: lesshannon@mac.com

### **Total Recreation - DecorCrete, Inc. - Schaeffer, Charles**

154 Oak Lane  
Chatham, La. 71226  
Bus: (318) 249-2016  
Home: 2018  
Mobile: (832) 202-9838  
E-mail: charlie@decorcrete.com

### **Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff**

10252 Mustang Run  
Forney, Tx. 75126  
Bus: (214) 704-2115  
Home: 2017  
Mobile: (214) 704-2115  
Bus Fax: (972) 564-5755  
E-mail: jliles@gmail.com

### **Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot**

30274 White Egret Street  
Denham Springs, La. 70726  
Bus: (225) 667-3062  
Home: 2017  
Mobile: (225) 937-0791  
Bus Fax: (225) 667-3035  
E-mail: scotgivens@cox.net

### **Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen**

10719 Twilight Vista  
Austin, Tx. 78736  
Bus: (512) 300-3636  
Home: 2017  
Mobile: (512) 300-3636  
Bus Fax: (512) 692-2947  
E-mail: helen@paradigmcontract.com

### **Total Recreation - Pro Playground Installations, Inc - Schrock, Don**

4 Wedgewood Blvd  
Conroe, Tx. 77304  
Bus: (936) 443-7235  
Home: 2018  
Mobile: (936) 443-7235  
Bus Fax: (936) 441-3341  
E-mail: don@schrockenterprise.com

### **Total Recreation - RGH Landscape, Inc.**

P.O. Box 51376  
Amarillo, TX 79159  
Bus: (806) 358-4222  
Home: 2016  
Mobile: (806) 674-2810  
Bus Fax: (806) 358-4222  
E-mail: rghall1@suddenlink.net

### **Total Recreation - Simmons Builders General Contractor, Inc.**

3804 Simmons Creek Lane  
Flower Mound, TX 75022-5495  
Bus: (972) 355-8580  
Home: 2018  
Mobile: (972) 768-1719  
Bus Fax: (972) 355-2902  
E-mail: simmons.buildersgc@gmail.com  
E-mail 2: simmonsbuilders@comcast.net

### **Total Recreation - Wade Contractors, Inc.**

23024 Yupon  
Porter, TX 77365  
Bus: (281) 354-1934  
Home: 2018  
Mobile: (281) 435-8004  
Bus Fax: (501) 204-4034  
E-mail: Wade Contractors, Inc.

### **Triple M Recreation - Four Rivers, LLC. - Leck, Kris**

615 E. Walnut Street  
Deming, NM. 88030  
Bus: (575) 494-5788  
Home: 2018  
Mobile: (575) 494-5788  
E-mail: kris@lecklandscape.com



**Triple M Recreation - Hansen & Prezzano Builders LLC**

PO Box 359  
Peralta, NM 87042  
Bus: (505) 865-3900  
Home: 2018  
Mobile: (505) 228-1130  
Bus Fax: (505) 865-3922  
E-mail: hansenprezzano@qwestoffice.net

**Triple M Recreation - Premier Construction Corporation**

899 W. Daniel RD  
San Tan Valley, AZ 85143  
Bus: (520) 429-5245  
Home: 2018  
Mobile: (520) 429-5245  
Bus Fax: (520) 529-1301  
E-mail: alex@premiercorp.us

**Triple M Recreation - Progressive Playgrounds, Inc.**

12784 N. 3rd St.  
Paskes, CO 80134  
Bus: (303) 805-8992  
Home: 2014  
Mobile: (303) 324-7900  
Bus Fax: (303) 805-8991  
E-mail: mkhickman@msn.com

**Triple M Recreation - Triclops Services, LLC**

720 Austin Ave. #200  
Erie, Co. 80516  
Bus: (720) 323-8845  
Home: 2017  
Mobile: (720) 323-8845  
Bus Fax: (303) 833-4460  
E-mail: blake@irwin-companies.com



**WI Playground - Captured Live**

12 Narhanial Chrichlow Drive  
Valsayn  
Trinida  
Bus: (868) 689-9896  
Home: 2018  
Mobile: (868) 689-9896  
E-mail: capturedlivett@gmail.com

**Williams, David - C & W Construction**

15743 Terramont NE  
Minerva, Oh. 44657  
Bus: (330) 495-8590  
Home: 2017  
Mobile: (330) 495-8590  
Bus Fax: (330) 821-4505  
E-mail: charlie@cpsionline.com

**Williams, David - Playground Equipment Services, LLC**

8510 Coyhill Lane  
Cincinnati, Ohio 45239  
Bus: (513) 923-2333  
Home: 2017  
Mobile: (513) 236-6906  
Bus Fax: (513) 923-2444  
E-mail: eric@playgroundequipmentservices.com

**Williams, David - Walter Schunk Excavating & Trucking, Inc.**

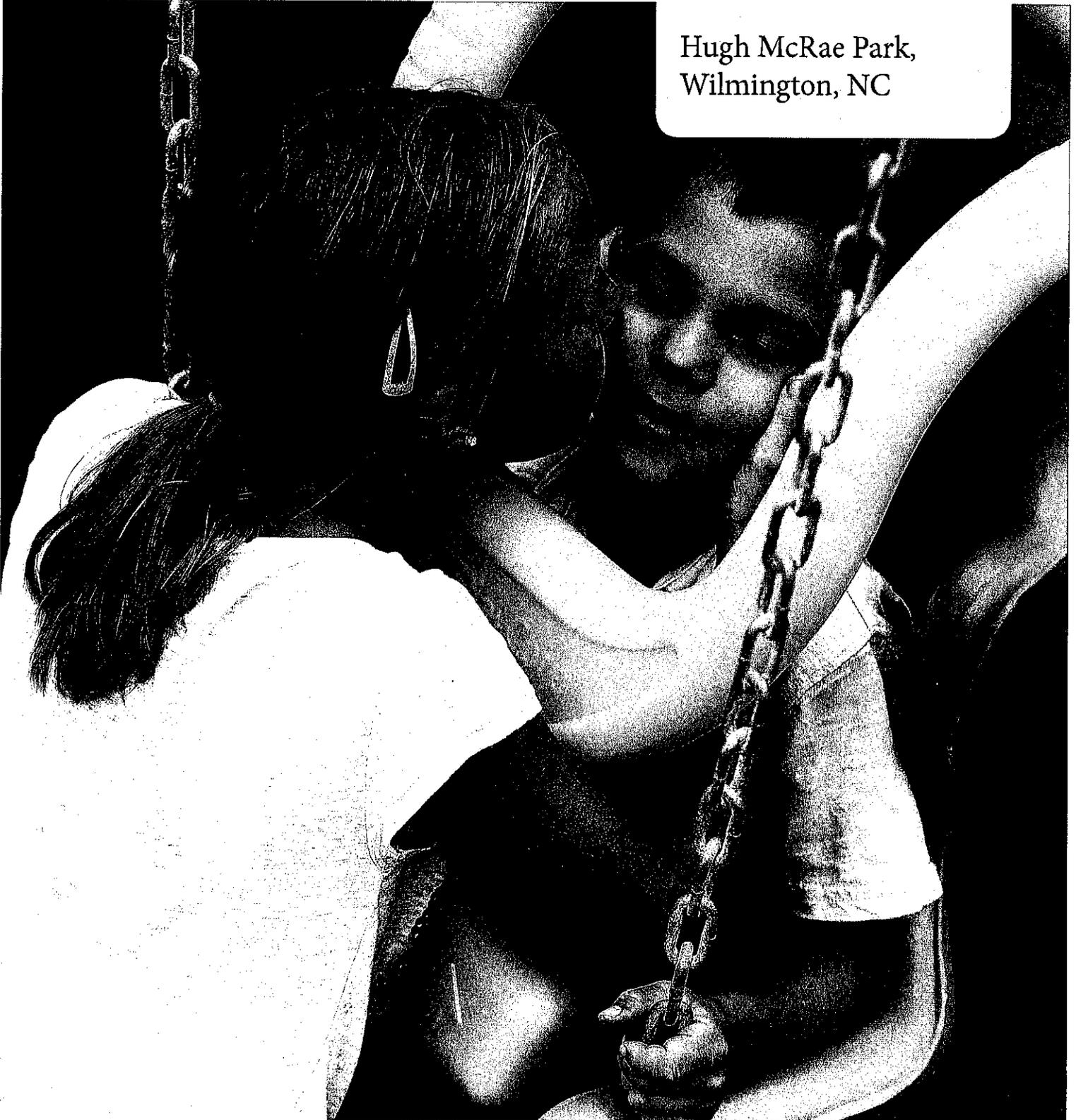
P.O. Box 56  
Miami town, OH 45041  
Bus: (513) 353-4760  
Home: 2017  
Mobile: (513) 659-9702  
Bus Fax: (513) 738-0684  
E-mail: toddschunk@yahoo.com

**EXHIBIT D  
FREIGHT RATE SCHEDULES**

**The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.**

## 25 - Freight Rates

Hugh McRae Park,  
Wilmington, NC



**EXHIBIT E**  
**PRODUCT WARRANTIES**

**The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.**

REQUEST FOR PROPOSAL 269-2017-028  
SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE  
Fort Payne, Alabama 35967  
Telephone: 256/845-5610  
Facsimile: 256/845-9361  
Email: service@gametime.com



A PLAYCORE Company

## GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

**All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.**

# Agenda Action Form Paducah City Commission

Meeting Date: August <sup>21</sup>~~14~~, 2018

Short Title: Purchase of Six (6) Pick Up Trucks for Multiple Departments

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.  
Dena Alexander, EPW Admin Asst. III

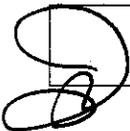
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

On July 19, 2018, sealed written bids were opened for the purchase of Six (6) pickup trucks for use by multiple departments. The Parks Department will use four (4), Fleet will use One (1) and the Street Department will use One (1). The two bids that were received are from Linwood Motors and Paducah Ford. The lowest evaluated bidder is Linwood Motors with a bid total of \$ 145,412.00. Delivery 120 days from executed agreement.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

 8/13/18  
Finance

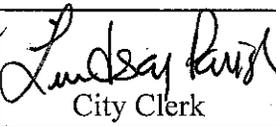
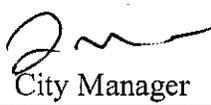
Account Number: 71000210-540050

### Staff Recommendation:

To receive and file the bid and adopt Municipal Order authorizing the Mayor to execute a contract with Linwood Motors for the purchase of Six (6) pickup trucks for use by multiple departments in the total amount of \$145,412.00

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF SIX (6) PICKUP TRUCKS IN THE AMOUNT OF \$145,412 FOR USE BY THE PARKS DEPARTMENT AND THE FLEET AND STREET DIVISIONS OF THE ENGINEERING-PUBLIC WORKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Linwood Motors, in the amount of \$145,412.00, for sale to the City of six (6) half ton pickup trucks for use by the Parks Department and Engineering-Public Works Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of July 19, 2018. The Parks Department will use four (4) of the pickup trucks, the Fleet Division will use one (1) pick-up truck and the Street Division will use one (1) pickup truck.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, for the purchase of six (6) half ton pickup trucks, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

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

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

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

ATTEST:

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

Adopted by the Board of Commissioners, August 21, 2018  
Recorded by Lindsay Parish, City Clerk, August 21, 2018  
\\mo\purchase-6 pickup trucks multiple departments

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

**Six (6) Pickup Trucks for use by Multiple Departments  
LOWEST EVALUATED BID  
BID OPENING: 2:00 p.m. CST on Thursday July 19, 2018**

<b>OFFICIAL BIDDER OF RECORD</b> Contact: Mailing Address:	<b>Linwood Motors</b> Jake Brenningmeyer 3345 Park Ave Paducah, KY 42001	<b>Paducah Ford</b> Ailyn Moore 3476 Park Ave Paducah KY 42001
<b>Six (6) Pickup Trucks for use by Multiple Departments</b>	<b>\$145,412.00</b>	<b>\$172,786.00</b>

<b>Delivery Time</b>	<b>120 days</b>	<b>59 days</b>
<b>Manufacturer:</b>	<b>Dodge Ram</b>	<b>Ford F series</b>

**DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:**

<b>1. Bidder's Required Certification</b>	<b>Yes</b>	<b>Yes</b>
<b>2. Manufacturer Specifications</b>	<b>Yes</b>	<b>Yes</b>
<b>3. Warranty information</b>	<b>Yes</b>	<b>Yes</b>
<b>4. Compliance with Tech Specs form</b>	<b>Yes</b>	<b>Yes</b>
<b>5. Deviations with Information</b>	<b>None</b>	<b>None</b>
<b>Kentucky State Bidder</b>	<b>Yes</b>	<b>Yes</b>

<b>Responsive &amp; Responsible Bidder:</b>	<b>Yes</b>	<b>Yes</b>
<b>Evaluation Score:</b>	<b>949.10</b>	<b>898.65</b>
<b>BID RECOMMENDED FOR ACCEPTANCE</b>	<b>Yes</b>	<b>No</b>

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

**AGREEMENT TO PURCHASE SIX (6) PICKUP TRUCKS**

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

**ARTICLE 1. SCOPE OF WORK**

The Vendor shall provide **SIX (6) PICKUP TRUCKS** to be used by **Multiple Departments** in full compliance with the Bid Proposal Dated **July 10, 2018** and with this Agreement, the Specifications and any Addendum(s) issued.

**ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

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

**ARTICLE 3. THE CONTRACT SUM**

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **One hundred forty-five thousand four hundred twelve dollars and zero cents. (\$145,412.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on \_\_\_\_\_ by Municipal Order# \_\_\_\_\_.

**ARTICLE 4. PAYMENTS**

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

**ARTICLE 5. GOVERNING LAW**

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

**ARTICLE 6. THE CONTRACT DOCUMENTS**

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

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

**VENDOR**

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF PADUCAH, KENTUCKY**

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

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

# Agenda Action Form Paducah City Commission

Meeting Date: August 21, 2018

Short Title: Purchase of Solid Waste Dumpsters for the FY2018-2019 from Municipal Equipment, Inc., Utilizing the Kentucky State Contract

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Chris Yarber, Asst. Director Public Works  
Pam Souder, Admin. Asst. III

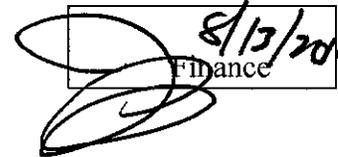
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

Municipal Equipment, Inc. is the current Vendor listed on the Commonwealth of Kentucky's Contract for the purchase of solid waste dumpsters. The Engineering-Public Works Department, Solid Waste Division is in need of new dumpsters to be utilized by commercial businesses within the City and would like to utilize the existing Kentucky State Contract for this purchase. Every year, an amount is allocated toward dumpster purchases in the annual commercial refuse replacement budget. Therefore, we are requesting authorization to order the required dumpsters along with additional replacement parts and lids during the 2018-2019 Fiscal Year in an amount not to exceed the budgeted amount of \$120,000.00. The Kentucky Master Agreement number is MA-758-1600000557-5.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Solid Waste Fund -  
Non Rolling Stock-Equipment Other  
Account Number: 50002210 542190

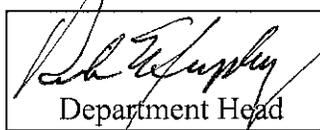
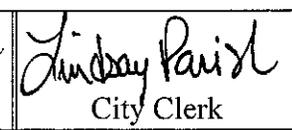
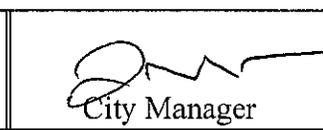
  
8/13/2018  
Finance

### Staff Recommendation:

To adopt an Ordinance authorizing the purchase of Solid Waste Dumpsters for the FY2018-2019 utilizing the Kentucky state contract price from Municipal Equipment, Inc., in an amount not to exceed \$120,000.00.

### Attachments:

KY Master Agreement

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF DUMPSTERS, LIDS AND REPLACEMENT PARTS FOR FY2018-2019 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH

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

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute purchase agreements and the Finance Director to make payment to Municipal Equipment, Inc., for the purchase of various sized dumpsters, lids and replacement parts for the 2018-2019 fiscal year, in an amount not to exceed the City's budgeted amount of \$120,000. These containers and accessories will be used by commercial businesses within the City limits of Paducah served by the Solid Waste Division, Engineering-Public Works Department. This purchase is made in compliance with the Kentucky State Purchasing Contract.

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

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners, August 21, 2018  
Recorded by Lindsay Parish, City Clerk, August 21, 2018  
\\mo\dumpsters 8-2018

# Agenda Action Form

## Paducah City Commission

Meeting Date: August <sup>21</sup>14, 2018

**Short Title:** Contract with Barkley Regional Airport Authority

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Claudia Meeks  
Presentation By: Jim Arndt, City Manager

### Background Information:

As part of the Investment Fund Decision Items for FY2019, the Commission approved appropriation of the sum of \$110,000 to Barkley Regional Airport Authority, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

**Goal:**  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

**Funds Available:** This expenditure was appropriated in the FY2019 Budget.

Account Name: Investment Fund  
Account Number: 24000401-523070

Project TROCO3

8/13/18  
Finance

### Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Barkley Regional Airport Authority in the amount of \$110,000.

### Attachments:

Municipal Order  
Contract

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT WITH BARKLEY REGIONAL AIRPORT IN THE AMOUNT OF  
\$110,000 FOR GENERAL AVIATION AND AIR CARRIER SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract  
with Barkley Regional Airport in the amount of \$110,000 payable in quarterly  
installments of \$27,500, for providing general aviation and air carrier services to the  
citizens of McCracken County and surrounding regions. This contract shall expire  
June 30, 2019.

SECTION 2. This expenditure shall be charged to the Investment Fund,  
Account No. 24000401-523070 (TR0003).

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners, August 21, 2018

Recorded by Lindsay Parish, City Clerk, August 21, 2018

\\mo\contract-barkley regional airport FY2019

## CONTRACT FOR SERVICES

This Contract for Services, is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF PADUCAH** and the **BARKLEY REGIONAL AIRPORT AUTHORITY**;

WITNESSETH:

WHEREAS, Barkley Regional Airport is operated by an Airport Board appointed by the Paducah Mayor and McCracken County Judge Executive; and

WHEREAS, Barkley Regional Airport provides essential public transportation services both through its general aviation facilities and the air carrier service that operates there; and

WHEREAS, reliable air service at a quality facility is an essential ingredient for the region's economic development; and

WHEREAS, loss of revenue resulting from the national economy and changes in the air carrier industry and increased expenditures caused by Federal mandates have created a monthly operating deficit for the airport; and

NOW THEREFORE, in consideration of the foregoing premises the parties do covenant and agree as follows:

**SECTION 1: TERM** The term of this contract for services shall be from the effective date of the contract, until June 30, 2019.

**SECTION 2: TERMINATION** the City may terminate this Contract for Services upon a thirty-day notice to Barkley Regional Airport in writing or with no notice upon discovering that the airport's financial situation has changed and the subsidy is no longer required.

**SECTION 3: OPERATIONS PAYMENT** Upon receipt of a quarterly invoice, the City shall pay the Barkley Regional Airport Authority the sum of One Hundred Ten Thousand and No/100 (\$110,000) Dollars in equal quarterly payments of \$27,500. The first quarterly payment shall be made by September 30, 2018. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

**SECTION 4: OBJECTIVES AND SERVICES** - During the term of this contract, Barkley Regional Airport will continue to provide general aviation and air carrier services to the citizens of McCracken County and surrounding regions. The Airport Board will continue to work with the City Commission and the McCracken County Fiscal Court to develop new revenue sources so that continued subsidy from the City and County will no longer be necessary.

**SECTION 5: ACCOUNTING**

- (A) Barkley Regional Airport shall continue to conduct all accounting, payroll, and financial management of airport operations.
- (B) Barkley Regional Airport shall provide the City a quarterly report of the airport's financial operations and shall supply the City an annual financial audit within two (2) weeks of its completion.

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

**CITY OF PADUCAH**

\_\_\_\_\_  
BRANDI HARLESS, Mayor

**BARKLEY REGIONAL AIRPORT AUTHORITY**

  
\_\_\_\_\_

Title: CHAIR, BARKLEY REGIONAL AIRPORT AUTHORITY

Agenda Action Form  
Paducah City Commission

Meeting Date: August 21, 2018

**Short Title:** Naming of the Noble Park Lake

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By: Ambassadors and Mark Thompson  
Presentation By: Mark Thompson

**Background Information:** During my time as City Manager Robert Worden, President of the Ambassadors approached me about the possibility of naming a location or facility in honor of former Mayor Gerry Montgomery. This is the Ambassadors' 30<sup>th</sup> anniversary and Mayor Montgomery founded the organization. After much discussion it was agreed that the 1992 rehabilitation of Noble Park and the lake has long reflected her significant work in the City. Naming the lake in Noble Park after Mayor Montgomery would serve as a permanent reminder of her service to Paducah. Our recommendation is to name it **Lake Gerry B. Montgomery.**

Also in her honor, each "Goal" box below is checked.

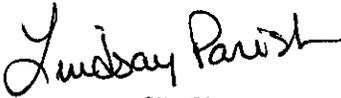
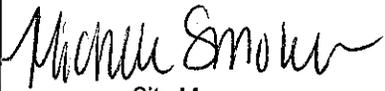
Goal:  Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

**Funds Available:**      Account Name: Parks Administration Property and Plan  
                                 Account Number: 1000-2401-53305  
                                 Project Number: N/A

Finance

**Staff Recommendation:** Approve the naming of the Noble Park Lake, **Lake Gerry B. Montgomery.**

**Attachments:** Letter from the Ambassador President

MHT Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER NAMING THE LAKE AT BOB NOBLE  
PARK "LAKE GERRY B. MONTGOMERY"

WHEREAS, Gerry B. Montgomery served as Mayor of the City of Paducah from 1988 until 1996; and

WHEREAS, former Mayor Montgomery founded the Paducah Ambassadors who serve as a hospitality organization and represent the City of Paducah at official events celebrations, conventions, and special meeting; and

WHEREAS, 2018 marks the 30<sup>th</sup> anniversary of the Paducah Ambassadors who wish to honor the work and service of their founder; and

WHEREAS, the City of Paducah along with the Paducah Ambassadors desire to express their gratitude to former Mayor Montgomery for her dedication to the preservation and promotion of our community by formally naming the lake at Bob Noble Park in her honor.

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

SECTION 1. That the City of Paducah hereby names the lake at Bob Noble Park the "Lake Gerry B. Montgomery."

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

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

ATTEST:

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

Adopted by the Board of Commissioners, August 21, 2018  
Recorded by Lindsay Parish, City Clerk, August 21, 2018  
\\mo\ Lake Gerry B. Montgomery



# The Paducah Ambassadors

**P.O. Box 2267**

**Paducah, Kentucky 42002-2267**

**270-444-8632**

To the Honorable Mayor Brandi Harless, Mayor Pro Tem Sandra Wilson and the Distinguished Commissioners Allan Rhodes Jr., Richard Abraham, and Sarah Stewart Holland, the Paducah Ambassadors send warm greetings.

This year marks the Paducah Ambassadors 30<sup>th</sup> anniversary. It is hard to believe that it has been 30 years since the then Mayor Gerry B. Montgomery recruited volunteers to represent the city of Paducah in various ways with our visitors and for our community.

The Paducah Ambassadors feel that this is the year of acclamation and praise for our founder. We also would like for the city of Paducah to consider something of a more permanent nature. Gerry B. Montgomery has given of her time and of her being to promote and to preserve the city of Paducah. Something therefore should reflect that spirit.

I have discussed the idea with City Manager Mark Thompson and we have considered the following as representing some of the possible options that could be suggested.

- Two things have immediately come to mind as possibilities. First thinking of the downtown area which she loved and cared for, we understand that the gazebo and surrounding area has no identifiable name. Our first suggestion then would be to name this the Gerry B. Montgomery Gazebo. We also know that some things have the potential to change and a permanent situation might not be possible. With that in mind we also offer a second suggestion.

Our second possibility relates to Gerry's concern for our city park. The Robert Noble Park has been one of her projects in the past and continues to be a major concern for her in thinking about the future. Therefore this second option could be to name the lake The Gerry B. Montgomery Lake, aka Lake Montgomery in her honor.

We also realize that we are not as knowledgeable regarding the city's budget and its plans for the future. Perhaps the Commission has another option in mind. We are certainly open to any reasonable suggestion. Our intent is to honor Gerry B. Montgomery during this 30<sup>th</sup> anniversary year of the founding of the Paducah Ambassadors.

We as Ambassadors wish to thank you for allowing us to participate in so many wondrous projects and events in the city. Thank you for allowing us to give of ourselves and of our time and talents. We understand that this is no easy or quick decision on your part but we do suggest that due to the health of our honoree and the timing of our anniversary that this be at least announced this year. We look forward to hearing your decision.

Humbly Robert Worden,  
President of the Paducah Ambassadors

# Agenda Action Form Paducah City Commission

Meeting Date: 8/21/2018

Short Title: Munis Contract Amendment for Codes & Permitting Phase

Ordinance  Emergency  Municipal Order  Resolution  Motion

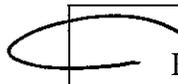
Staff Work By: Michelle Smolen, Assistant City Manager  
Presentation By: Michelle Smolen, Assistant City Manager

### Background Information:

Codes & Permitting is the third phase of the Munis Enterprise Resource Planning (ERP) software implementation. Implementation for this phase started in November, 2017 and is scheduled to go-live at the beginning of 2019. During the implementation, the project team determined we did not need budget originally built into the project for data conversions services and forms (letters, permits, etc). However, this phase did have limited implementation days with the Munis Implementation Consultants. The project team is recommending a contract amendment to change budget associated with data conversion services and forms to implementation days. There is minimal impact to the project budget.

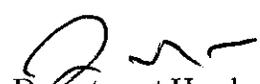
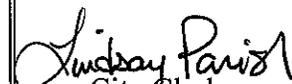
Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: ERP Software Project  
Account Number: EQ0022

  
Finance 8/13/18

Staff Recommendation: Approve the contract amendment changing \$23,000 in conversions and forms to 18 Implementation days for \$22,950.

Attachments: Tyler Technologies Contract Amendment  
Tyler Technologies Sales Quotation #2018-52372

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES FOR THE LICENSE OF SOFTWARE AND THE PROCUREMENT OF RELATED PRODUCTS AND SERVICES

WHEREAS, by Ordinance No. 2016-6-8373, the City and Tyler Technologies, Inc. executed a contract for Tyler to provide software and related products and services that will accommodate the City's data processing needs; and

WHEREAS, Ordinance No. 2018-6-8534 amended the contract to include 18 post implementation days from the initial RFP response to be shared across all six phases; and

WHEREAS, the City now desires to amend the contract to allow for the \$23,000 designated for conversions and forms to be used instead for 18 additional implementation days at a cost of \$22,950.

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

SECTION 1. The City Commission hereby approves an amendment to the contract with Tyler Technologies, Inc. in order to remove certain services related to conversions and forms and to add 18 Implementation days effectively decreasing the contract by \$50.00.

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

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, August 21, 2018.

Recorded by Lindsay Parish, City Clerk, August 21, 2018.

\\ord\contract-software-amendment-tyler 8-2018

AMENDMENT

This amendment ("Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Paducah, Kentucky with offices at 300 S 5<sup>th</sup> Street, PO Box 2267, Paducah, KY 42002-2267 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 15, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

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

1. The following unused conversion services and forms library are hereby removed from the Agreement:

- a. Permits and Code Enforcement – Option 1 \$4,500
- b. Permits and Code Enforcement – Option 2 \$3,000
- c. Permits and Code Enforcement – Option 3 \$3,000
- d. Permits and Code Enforcement –Standard \$3,000
- e. Permits – Plan Review Conversion \$6,500
- f. Tyler Forms Library - Permits \$3,000

2. The services in the attached sales quotation# 2018-52372 are hereby added to the Agreement. Payment of fees and costs for such items shall conform to the following terms:

- a. Services Fees & Expenses. Fees for services, plus expenses, will be invoiced as provided and/or incurred.

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

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

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

Tyler Technologies, Inc.

City of Paducah, KY

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

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

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

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

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

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

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

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



Quoted By: Adam Griffiths  
 Date: 6/25/2018  
 Quote Expiration: 12/22/2018  
 Quote Name: City of Paducah-ERP-Implementation Days (June 25, 2018)  
 Quote Number: 2018-52372  
 Quote Description: Implementation Days

**Sales Quotation For**  
 City of Paducah  
 PO Box 2267  
 Paducah, KY 42002-2267  
 Phone +1 (270) 444-8800

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation Day	18	\$1,275.00	\$0.00	\$22,950.00
<b>TOTAL:</b>				<b>\$22,950.00</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$22,950.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$22,950.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$22,950.00</b>	

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

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

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

P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

## Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

# Agenda Action Form Paducah City Commission

Meeting Date: 7/24/2018

Short Title: Closure of Public Right Of Way on South 24<sup>th</sup> Street and Adams Street

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Maegan Mansfield, P.E., Engineering Project Manager  
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

Paducah Independent School District has submitted an application for the closure of the following street/alley portions:

- Adams Street (from the intersection of South 25<sup>th</sup> Street until street end)
- South 24<sup>th</sup> Street (from the intersection of Jackson Street until street end)
- Two (2) alleys bisecting the block of property (running parallel with Adams Street)

A sixty (60) foot public utility easement will be established on Adams Street and South 24<sup>th</sup> Street as a part of the closure.

Paducah Independent School District currently owns all property associated with the closure.

On July 2<sup>nd</sup>, 2018 the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for the closure. All of the utility companies have agreed to this closure.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: N/A  
Account Number:

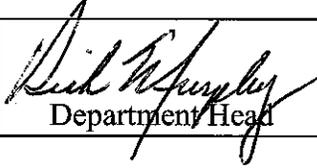
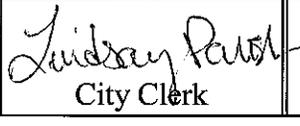
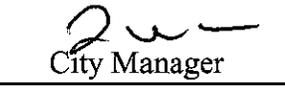
Finance
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### Staff Recommendation:

To adopt an ordinance authorizing the closure for portions of South 24<sup>th</sup> Street and Adams Street, where a sixty (60) foot public utility easement will be established on each of the right of ways, as well as the closure of alleys associated with the property. Also, authorize the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

**Attachments:**

Original Street Closure Application, Proposed Closure Plat, Planning Commission Resolution

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2018-\_\_\_ - \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF ADAMS STREET, A PORTION OF SOUTH 24<sup>TH</sup> STREET AND AN ALLEY PARALLEL TO SOUTH 24<sup>TH</sup> AND 25<sup>TH</sup> STREETS, BETWEEN ADAMS STREET AND JACKSON STREET, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME  
BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of a portion of Adams Street, a portion of South 24<sup>th</sup> Street and an alley parallel to South 24<sup>th</sup> and 25<sup>th</sup> Streets, between Adams Street and Jackson Street as follows:

**ADAMS STREET & SOUTH 24<sup>th</sup> STREET  
LEGAL DESCRIPTION – TRACT A**

A certain tract of land as surveyed by David R. Curtsinger, P.L.S.#3892 and being generally located on the north side of Adams Street and the east side of South 24<sup>th</sup> Street, Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (set), said point being the north right-of-way of Adams Street and the east right-of-way of South 25<sup>th</sup> Street intersection, and being 30.0 ft. at right angles from the above said South 25<sup>th</sup> Street centerline, said point also being the southwest corner of the Paducah Independent School District Finance Corporation property (recorded in Deed Book 1290, Page 384);

Thence leaving the above said South 25<sup>th</sup> Street right-of-way, with the north right-of-way of Adams Street and with the south line of the above said Paducah Independent School District Finance Corporation property N64°58'17"E a distance of 460.00 ft. to a magnetic nail (set) at the north right-of-way of Adams Street and the east right-of-way of South 24<sup>th</sup> Street intersection;

Thence with the said east right-of-way of South 24<sup>th</sup> Street S25°01'43"E a distance of 405.20 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892" (set), on the north right-of-way of Jackson Street;

Thence with the said north right-of-way of Jackson Street, and at right angles from the above said east right-of-way of South 24<sup>th</sup> Street S64°58'17"W a distance of 30.00 ft. to a magnetic nail (set), said point being in the centerline of South 24<sup>th</sup> Street;

Thence with the above said centerline of South 24<sup>th</sup> Street N25°01'43"W a distance of 372.20 ft. to a magnetic nail (set), said point being at the intersection of the centerlines of South 24<sup>th</sup> Street and Adams Street;

Thence with the above said centerline of Adams Street S64°58'17"W a distance of 430.00 ft. to a magnetic nail (set) at the intersection of the east right-of-way of South 25<sup>th</sup> Street and the centerline of Adams Street;

Thence with the above said east right-of-way of South 25<sup>th</sup> Street and at right angles to the above said centerline of Adams Street N25°01'43"W a distance of 33.00 ft. to the Point of Beginning;

The above described Tract contains 0.6048 acres (26,346 square feet).

**ADAMS STREET & SOUTH 24<sup>th</sup> STREET  
LEGAL DESCRIPTION – TRACT B**

A certain tract of land as surveyed by David R. Curtsinger, P.L.S.#3892 and being generally located on the south side of Adams Street and the west side of South 24<sup>th</sup> Street, Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found), said point being the intersection of the east right-of-way of South 25<sup>th</sup> Street and the south right-of-way of Adams Street, and being 30.0 ft. at right angles from the above said South 25<sup>th</sup> Street centerline, said point also being the northwest corner of Tract "A" of the Board of Education of Paducah, KY property as recorded in Plat Section "M", Page 1266 of the McCracken County Clerk's Office;

Thence with the above said east right-of-way of South 25<sup>th</sup> Street, and at right angles to south right-of-way of Adams Street N25°01'43"W a distance of 33.00 ft. to a magnetic nail (set), said point being on the east right-of-way of South 25<sup>th</sup> Street and in the centerline of Adams Street;

Thence with the said centerline of Adams Street N64°58'17"E a distance of 430.00 ft. to a magnetic nail (set), said point being at the intersection of the centerlines of South 24<sup>th</sup> Street and Adams Street;

Thence with the said centerline of South 24<sup>th</sup> Street S25°01'43"E a distance of 206.10 ft. to a magnetic nail (set), said point being at the intersection of the centerline of South 24<sup>th</sup> Street and the extended centerline of a 16.5' wide alley;

Thence with the said centerline of the 16.5' wide alley S64°58'17"W a distance of 430.00 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (set) on the east right-of-way of South 25<sup>th</sup> Street;

Thence with the above said east right-of way of South 25<sup>th</sup> Street N25°01'43"W a distance of 8.25 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found), said point being at the intersection of the east right-of-way of South 25<sup>th</sup> Street and the north right-of-way of above said 16.5' wide alley, and also being the southwest corner of the aforementioned Tract "A" of the Board of Education of Paducah, KY property;

Thence with the above said north right-of-way of the 16.5' wide alley, and the south line of the said Tract "A" of the Board of Education of Paducah, KY property N64°58'17"E a distance of 400.00 ft to an "X" mark chiseled in sidewalk (found) on the west right-of-way of South 24<sup>th</sup> Street, said point being the southeast corner of the said Tract "A" of the Board of Education of Paducah, KY property;

Thence with the said west right-of-way of South 24<sup>th</sup> Street, and the east line of the said Tract "A" of the Board of Education of Paducah, KY property N25°01'43"W a distance of 164.85 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found) at the intersection of the west right-of-way of South 24<sup>th</sup> Street and the south right-of-way of Adams Street, said point being the northeast corner of the said Tract "A" of the Board of Education of Paducah, KY property;

Thence with the said south right-of-way of Adams Street, and the north line of the said Tract "A" of the Board of Education of Paducah, KY property S64°58'17"W a distance of 400.00 ft. to the Point of Beginning

The above described Tract contains 0.5206 acres (22,678 square feet).

### **ALLEY CLOSURE LEGAL DESCRIPTION – TRACT C**

A certain tract of land as surveyed by David R. Curtsinger, P.L.S.#3892 and being generally located between South 24<sup>th</sup> Street and South 25<sup>th</sup> Street, and between Adams Street and Jackson Street (US Highway 62) in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (set), said point being the intersection of the east right-of-way of South 25<sup>th</sup> Street and the centerline of a 16.5' wide alley, said point also being NS25°01'43"W a distance of 173.10 ft. from a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found) at the intersection of the north right-of-way of Jackson Street (US Highway 62) and the east right-of-way of South 25<sup>th</sup> Street;

Thence leaving said east right-of-way of South 25<sup>th</sup> Street, along the said centerline of a 16.5' wide alley N64°58'17"E a distance of 430.00 ft. to a magnetic nail (set), said point being the intersection of the centerline of South 24<sup>th</sup> Street and the extended centerline of the said 16.5' wide alley;

Thence with the said centerline of South 24<sup>th</sup> Street S25°01'43"E a distance of 166.10 ft. to magnetic nail (set), said point being at the intersection of the said centerline of South 24<sup>th</sup> Street and the north right-of-way of Jackson Street (US Highway 62);

Thence with the said north right-of-way of Jackson Street (US Highway 62) S64°58'17"W a distance of 30.00 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (set), said point being on the west right-of-way of South 24<sup>th</sup> Street and on the east line of Tract "B" of the Board of Education of Paducah, KY property as recorded in Plat Section "M", Page 1266 of the McCracken County Clerk's Office;

Thence with the said west right-of-way of South 24<sup>th</sup> Street and the east line of the aforementioned Tract "B" of the Board of Education of Paducah, KY property N25°01'43"W a distance of 157.85 ft. to an "X" mark chiseled in sidewalk (found) at the intersection of the said west right-of-way of South 24<sup>th</sup> Street and the south right-of-way of the said 16.5' wide alley, said point also being the northeast corner of the said Tract "B" of the Board of Education of Paducah, KY property;

Thence with the said south right-of-way of the 16.5' wide alley, and the north line of the said Tract "B" of the Board of Education of Paducah, KY property S64°58'17"W a distance of 400.00' to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found) on the east right of way of South 25<sup>th</sup> Street, said point being the northwest corner of the said Tract "B" of the Board of Education of Paducah, KY property;

Thence with the said east right-of-way of 25<sup>th</sup> Street N25°01'43"W a distance of 8.25 ft. to the Point of Beginning;

The above described Tract contains 0.1902 acres (8,283 square feet).

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. Paducah Independent School District owns the properties abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof (Exhibit A).

b. On the 2<sup>nd</sup> day of July, 2018, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

d. All property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to each of the property owners in or abutting the public way to be closed with each to acquire title to that portion of the public way contiguous to the property now owned by said property owners up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above.

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

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

ATTEST:

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

Introduced by the Board of Commissioners, July 24, 2018

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

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

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

at the intersection of South 24<sup>th</sup> and Adams Street

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. 2018-\_\_-\_\_\_\_ adopted by the Board of Commissioners of the City of Paducah at a meeting held on \_\_\_\_\_.

\_\_\_\_\_  
City Clerk

**Exhibit A**

City of Paducah, Kentucky  
Public Right-of-Way Closure Application



CITY OF PADUCAH, KENTUCKY  
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

Date: 7/13/18

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: ADAMS ST. (BETWEEN S. 24TH & S. 25TH ST.) & SOUTH 24TH ST. (BETWEEN ADAMS & JACKSON ST.)

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:

Signature of Property Owner

William Black

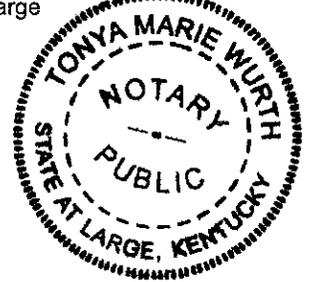
Property Owner's Name Printed

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged before me this 13<sup>th</sup> day of July, 2018, by William Black

My Commission expires 12/09/2019

Tonya Marie Wirth ID#545578  
Notary Public, State at Large



SEAL

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_

My Commission expires \_\_\_\_\_

Notary Public, State at Large

SEAL

Paducah Bd. of Education, 800 Caldwell Street.  
Address

Signature of Property Owner

Property Owner's Name Printed

Address

JUL 03 2018

ENGINEERING  
PLANNING

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF A PORTION OF ADAMS STREET, A PORTION OF SOUTH 24<sup>TH</sup> STREET AND AN ALLEY PARALLEL TO SOUTH 24<sup>TH</sup> AND 25<sup>TH</sup> STREETS, BETWEEN ADAMS STREET AND JACKSON STREET.

WHEREAS, a public hearing was held on July 2, 2018 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to close a portion of Adams Street, a portion of South 24<sup>th</sup> Street and an alley parallel to South 24<sup>th</sup> and 25<sup>th</sup> Streets, between Adams Street and Jackson Street.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and Board of Commissioners of the City of Paducah to close a portion of Adams Street, a portion of South 24<sup>th</sup> Street and an alley parallel to South 24<sup>th</sup> and 25<sup>th</sup> Streets, between Adams Street and Jackson Street:

**ADAMS STREET & SOUTH 24<sup>th</sup> STREET  
LEGAL DESCRIPTION - TRACT A**

A certain tract of land as surveyed by David R. Curtsinger, P.L.S.#3892 and being generally located on the north side of Adams Street and the east side of South 24<sup>th</sup> Street, Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (set), said point being the north right-of-way of Adams Street and the east right-of-way of South 25<sup>th</sup> Street Intersection, and being 30.0 ft. at right angles from the above said South 25<sup>th</sup> Street centerline, said point also being the southeast corner of the Paducah Independent School District Finance Corporation property (recorded in Deed Book 1290, Page 384);

Thence leaving the above said South 25<sup>th</sup> Street right-of-way, with the north right-of-way of Adams Street and with the south line of the above said Paducah Independent School District Finance Corporation property N64°58'17"E a distance of 460.00 ft. to a magnetic nail (set) at the north right-of-way of Adams Street and the east right-of-way of South 24<sup>th</sup> Street intersection;

Thence with the said east right-of-way of South 24<sup>th</sup> Street S25°01'43"E a distance of 405.20 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892" (set), on the north right-of-way of Jackson Street;

Thence with the said north right-of-way of Jackson Street, and at right angles from the above said east right-of-way of South 24<sup>th</sup> Street S64°58'17"W a distance of 30.00 ft. to a magnetic nail (set), said point being in the centerline of South 24<sup>th</sup> Street;

Thence with the above said centerline of South 24<sup>th</sup> Street N25°01'43"W a distance of 372.20 ft. to a magnetic nail (set), said point being at the intersection of the centerlines of South 24<sup>th</sup> Street and Adams Street;

Thence with the above said centerline of Adams Street S64°58'17"W a distance of 430.00 ft. to a magnetic nail (set) at the intersection of the east right-of-way of South 25<sup>th</sup> Street and the centerline of Adams Street;

Thence with the above said east right-of-way of South 25<sup>th</sup> Street and at right angles to the above said centerline of Adams Street N25°01'43"W a distance of 33.00 ft. to the Point of Beginning;

The above described Tract contains 0.6048 acres (26,346 square feet).

**ADAMS STREET & SOUTH 24<sup>th</sup> STREET  
LEGAL DESCRIPTION - TRACT B**

A certain tract of land as surveyed by David R. Curtsinger, P.L.S.#3892 and being generally located on the south side of Adams Street and the west side of South 24<sup>th</sup> Street, Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found), said point being the intersection of the east right-of-way of South 25<sup>th</sup> Street and the south right-of-way of Adams Street, and being 30.0 ft. at right angles from the above said South 25<sup>th</sup> Street centerline;

Thence with the above said east right-of-way of South 25<sup>th</sup> Street, and at right angles to south right-of-way of Adams Street N25°01'43"W a distance of 33.00 ft. to a magnetic nail (set), said point being on the east right-of-way of South 25<sup>th</sup> Street and in the centerline of Adams Street;

Thence with the said centerline of Adams Street N64°58'17"E a distance of 430.00 ft. to a magnetic nail (set), said point being at the intersection of the centerlines of South 24<sup>th</sup> Street and Adams Street;

Thence with the said centerline of South 24<sup>th</sup> Street S25°01'43"E a distance of 206.10 ft. to a magnetic nail (set), said point being at the intersection of the centerline of South 24<sup>th</sup> Street and the extended centerline of a 16.5' wide alley;

Thence with the said centerline of the 16.5' wide alley S64°58'17"W a distance of 430.00 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (set) on the east right-of-way of South 25<sup>th</sup> Street;

Thence with the above said east right-of-way of South 25<sup>th</sup> Street N25°01'43"W a distance of 8.25 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found), said point being at the intersection of the east right-of-way of South 25<sup>th</sup> Street and the north right-of-way of above said 16.5' wide alley;

Thence with the above said north right-of-way of the 16.5' wide alley N64°58'17"E a distance of 400.00 ft to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found) on the west right-of-way of South 24<sup>th</sup> Street;

Thence with the said west right-of-way of South 24<sup>th</sup> Street N25°01'43"W a distance of 164.85 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found) at the intersection of the west right-of-way of South 24<sup>th</sup> Street and the south right-of-way of Adams Street;

Thence with the said south right-of-way of Adams Street S64°58'17"W a distance of 400.00 ft. to the Point of Beginning

The above described Tract contains 0.5206 acres (22,678 square feet).

#### **ALLEY CLOSURE LEGAL DESCRIPTION - TRACT C**

A certain tract of land as surveyed by David R. Curtsinger, P.L.S.#3892 and being generally located between South 24<sup>th</sup> Street and South 25<sup>th</sup> Street, and between Adams Street and Jackson Street (US Highway 62) in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (set), said point being the intersection of the east right-of-way of South 25<sup>th</sup> Street and the centerline of a 16.5' wide alley, said point also being NS25°01'43"W a distance of 173.10 ft. from a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found) at the intersection of the north right-of-way of Jackson Street (US Highway 62) and the east right-of-way of South 25<sup>th</sup> Street;

Thence leaving said east right-of-way of South 25<sup>th</sup> Street N64°58'17"E a distance of 430.00 ft. to a magnetic nail (set), said point being the intersection of the centerline of South 24<sup>th</sup> Street and the extended centerline of the said 16.5' wide alley;

Thence with the said centerline of South 24<sup>th</sup> Street S25°01'43"E a distance of 166.10 ft. to magnetic nail (set), said point being at the intersection of the said centerline of South 24<sup>th</sup> Street and the north right-of-way of Jackson Street (US Highway 62);

Thence with the said north right-of-way of Jackson Street (US Highway 62) S64°58'17"W a distance of 30.00 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (set), said point being on the west right-of-way of South 24<sup>th</sup> Street;

Thence with the said west right-of-way of South 24<sup>th</sup> Street N25°01'43"W a distance of 157.85 ft. to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found) at the intersection of the said west right-of-way of South 24<sup>th</sup> Street and the south right-of-way of the said 16.5' wide alley;

Thence with the said south right-of-way of the 16.5' wide alley S64°58'17"W a distance of 400.00' to a 1/2" diameter x 18" long rebar & cap stamped "BFW/DRC #3892 (found) on the east right of way of South 25<sup>th</sup> Street;

Thence with the said east right-of-way of 25<sup>th</sup> Street N25°01'43"W a distance of 8.25 ft. to the Point of Beginning;

The above described Tract contains 0.1902 acres (8,283 square feet).

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this

Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 4. Any agreements between the parties that are affected by the closure of this alley shall be forwarded to the City Commission with this Resolution.

  
Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on July 2, 2018



**PROPERTY INFORMATION:**  
 CLIENT:  
 PADUCAH PUBLIC SCHOOLS  
 BOARD OF EDUCATION  
 800 CALDWELL STREET  
 PADUCAH, KY. 42003

**FLOOD ZONE INFORMATION:**  
 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREA WITH REDUCED FLOOD RISK DUE TO LEVEE), AS SHOWN ON THE NATIONAL FLOOD INSURANCE RATE MAP NUMBER 21145C0153F, EFFECTIVE NOVEMBER 2, 2011.

**PADUCAH INDEPENDENT SCHOOL DISTRICT FINANCE CORPORATION**

DEED BOOK 1290, PAGE 384  
 MAILING ADDRESS: P.O. BOX 2550  
 800 CALDWELL STREET  
 PADUCAH, KY 42003  
 PROPERTY ADDRESS: 2400 WASHINGTON STREET  
 PADUCAH, KY 42003

**STATE OF KENTUCKY, COUNTY OF McCRACKEN  
 CERTIFICATE OF RECORDING**  
 I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE. GIVEN UNDER MY SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AND RECORDED IN PLAT SECTION \_\_\_\_\_, PAGE \_\_\_\_\_  
 McCRACKEN COUNTY COURT CLERK DEPUTY COURT CLERK

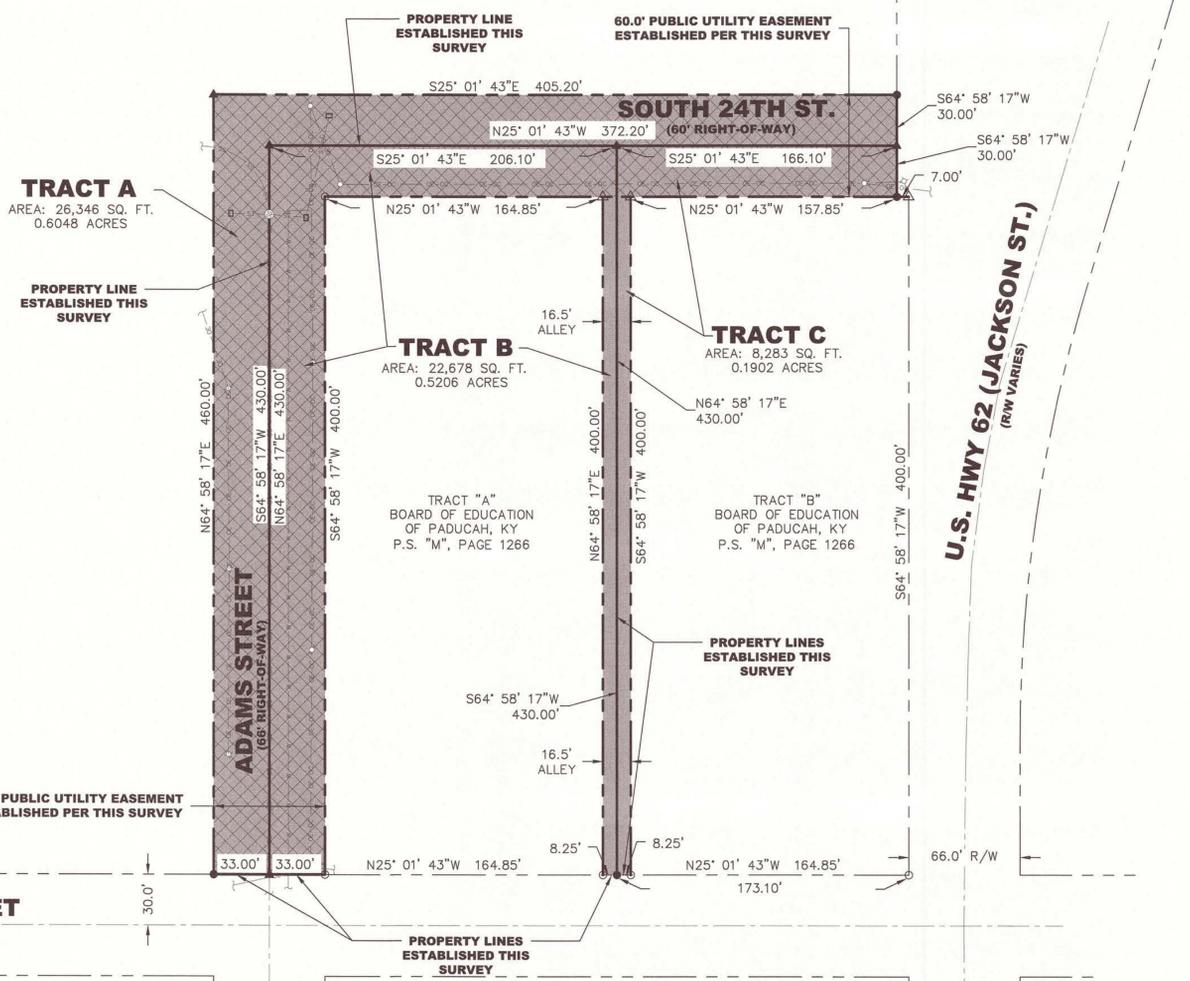


**UTILITY EASEMENT NOTE:**  
 A PUBLIC UTILITY EASEMENT ENCOMPASSING THE PORTIONS OF EXISTING RIGHTS-OF-WAY FOR ADAMS STREET AND SOUTH 24TH STREET SHOWN HEREON SHALL BE ESTABLISHED PER THIS PLAT OF SURVEY.

**INTENT:**  
 THE INTENT OF THIS PLAT OF SURVEY IS TO CLOSE A PORTION OF ADAMS STREET AND A PORTION OF SOUTH 24TH STREET AND THE EXISTING 16.5' ALLEY AND CREATE TRACTS A, B, & C OUT OF THE EXISTING CITY OF PADUCAH RIGHT-OF-WAY FOR ADAMS STREET AND SOUTH 24TH STREET, AND TO CREATE A PUBLIC UTILITY EASEMENT OVER THESE AREAS AS SHOWN HEREON.

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**UTILITY OWNER'S CERTIFICATE:**

THIS IS TO CERTIFY THAT WE THE UTILITY OWNER'S HEREBY ACKNOWLEDGES THE PORTION OF PUBLIC WAY PROPOSED TO BE CLOSED AS SHOWN AND DESCRIBED HEREON AND WILL NOT HAVE ANY EXISTING OR CURRENT INTEREST OF THE PUBLIC WAY CONSIDERED FOR CLOSURE AS SHOWN AND DESCRIBED HEREON. ALL EXISTING UTILITY LINES (EXCEPT FOR PADUCAH WATER'S EXISTING LINE) SHALL BE RELOCATED OR REMOVED WITHIN THE PROPOSED PORTION OF PUBLIC WAY TO BE CLOSED.

UTILITY OWNER	DATE
Paducah Water Works	6/26/18
Atmos Energy	6/26/2018
Paducah Power	6/26/18
Comcast Cable	6/27/18
Bellsouth	6/27/18
Paducah-McCracken Co. Joint Sewer Agency	6/20/18
City of Paducah	6/29/18

**CERTIFICATE OF OWNERSHIP**

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO CLOSE THE PUBLIC WAY AS SHOWN AND DESCRIBED HEREON.  
 OWNER'S SIGNATURE: Donald Shively DATE: 6/29/18

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF KENTUCKY  
 COUNTY OF McCRACKEN  
 I, Tonya Wirth, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY Donald Shively WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.  
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 29th DAY OF June, 2018  
 NOTARY PUBLIC SIGNATURE: Tonya Wirth ID# 545578  
 MY COMMISSION EXPIRES: 12/09/2019

**LEGEND**

- PROPERTY LINE ESTABLISHED
- RIGHT-OF-WAY
- ADJACENT RIGHT-OF-WAY
- EASEMENT LINE
- ROADWAY CENTERLINE
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER MAIN
- EXISTING STORM SEWER
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING OVERHEAD ELECTRIC & COMMUNICATION LINE
- RIGHT-OF-WAY TO BE CLOSED
- PUBLIC UTILITY ESMT. ESTABLISHED THIS SURVEY
- 1/2" DIAMETER x 18" LONG REBAR & CAP STAMPED "BFW DRC #3892" (SET) (UNLESS NOTED OTHERWISE)
- 1/2" DIAMETER x 18" LONG REBAR & CAP STAMPED "BFW DRC #3892" (FOUND)
- ▲ MAGNETIC NAIL (SET)
- △ "X" MARK CHISELED IN SIDEWALK (FOUND)

CLARK STREET (66' RIGHT-OF-WAY)

**MAYOR'S CERTIFICATE OF APPROVAL**  
 IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 82 AND BY ORDINANCE # \_\_\_\_\_ I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN ON THIS PLAT HAS BEEN OFFICIALLY CLOSED.  
 MAYOR, CITY OF PADUCAH DATE \_\_\_\_\_

**PLANNING AND ZONING CERTIFICATE OF APPROVAL**  
 UNDER THE AUTHORITY PROVIDED BY CHAPTER 100 KENTUCKY REVISED STATUTES ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:  
 APPROVED BY PADUCAH, PLANNING AND ZONING COMMISSION AT A MEETING HELD July 2, 2018  
Carolyn Cressler  
 CHAIRMAN OF THE PLANNING ZONING COMMISSION

**ZONING INFORMATION:**  
 THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "R-2" ZONE "R-2" = LOW AND MEDIUM DENSITY RESIDENTIAL ZONE.  
 MINIMUM YARD REQUIREMENTS:  
 1. FRONT YARD: 25 FEET  
 2. SIDE YARD: 6 FEET  
 3. REAR YARD: 25 FEET  
 MINIMUM AREA REQUIREMENTS:  
 1. SINGLE-FAMILY DWELLING: 10,000 SQUARE FEET  
 2. TWO-FAMILY DWELLING: 4,000 SQUARE FEET PER UNIT  
 3. MULTI-FAMILY DWELLING: 3,000 SQUARE FEET PER UNIT (3 OR MORE UNITS)  
 MINIMUM LOT WIDTH:  
 1. SINGLE-FAMILY & TWO-FAMILY DWELLING: 60 FEET  
 2. MULTI-FAMILY DWELLING: 75 FEET  
 MAXIMUM BUILDING HEIGHT:  
 1. SINGLE-FAMILY DWELLING: 35 FEET  
 2. TWO-FAMILY DWELLING: 36 FEET  
 3. MULTI-FAMILY DWELLING: NONE

**SURVEYOR'S CERTIFICATE:**  
 I DO HEREBY CERTIFY THAT THIS REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150 AND THAT THE BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION ON MARCH 21, 2017, BY USING REAL TIME KINEMATIC "RTK" GPS (TOPCON GR3 DUAL FREQUENCY RECEIVERS AND TOTAL STATION EQUIPMENT), AND THAT ALL MEASUREMENTS AS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. HORIZONTAL INFORMATION IS BASED ON (NAD 83, KENTUCKY STATE PLANE COORDINATES SOUTH, GEOID 12B) BEARINGS AND DISTANCES SHOWN HEREON ARE COMPUTED USING GROUND COORDINATES. THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN" SURVEY. ALL MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.  
David R. Curtis  
 DAVID R. CURTIS, KY. REG. LAND SURVEYOR #3892 DATE: 6/25/18  
 THIS PROPERTY IS SUBJECT TO ALL PREVIOUSLY CONVEYED RIGHT-OF-WAYS AND EASEMENTS. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE OPINION.

PROJECT NO.: 17115 DATE: MAY 2018  
 DRAWN BY: DRC CHECKED BY: BTR  
 REV. DESCRIPTION BY DATE

REV.	DESCRIPTION	BY	DATE

BACON | FARMER | WORKMAN ENGINEERING & TESTING, INC.  
 908 SOUTH 10th STREET, 401 NORTH COBBLE STREET, PADUCAH, KY 42003  
 PHONE: 270.643.1995 FAX: 270.643.1996  
 www.bfwengineering.com

STREET & ALLEY CLOSURE  
 PADUCAH INNOVATION CENTER  
 2400 ADAMS STREET  
 PADUCAH, McCRACKEN COUNTY, KENTUCKY 42003  
 FOR THE PADUCAH BOARD OF EDUCATION

SHEET  
 SV-1