



**CITY COMMISSION MEETING  
AGENDA FOR JULY 9, 2019  
5:30 PM  
CITY HALL COMMISSION CHAMBERS  
300 SOUTH FIFTH STREET**

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

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS/DELETIONS**

**EMPLOYEE INTRODUCTIONS** New Police Officers Casey Steenbergen & JonMichael Wentworth; Newly Appointed Assistant Chief Justin Crowell and Newly Appointed Sergeant Matt Scheer

*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. Receive & File Documents
		B. Appointment of Ines Rivas-Hutchins to the Code Enforcement Board. Term to expire February 26, 2021
		C. Reappointment of Monica Feiler to the Civic Beautification Board. Term to expire July 1, 2023
		D. Personnel Actions
		E. Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance and Property Insurance Coverage. Total cost of all premiums is \$1,145,146.74 - <b>M RUSSELL</b>
		F. Transfer \$3,500 from Commission Contingency for the Strategic Plan Action Item Related to Impact Poverty Next Steps - <b>MAYOR HARLESS</b>
	<b>II.</b>	<b><u>MUNICIPAL ORDER(S)</u></b>
		A. Approve an Agreement with Axon Enterprise in an amount of \$513,830.52 for the Purchase of In-Car Cameras Equipment, Licensing and Storage and and Ratify an Agreement for Body-Worn Camera Software Licensing and Storage in an amount of \$277,551.18 for the Police Department - <b>B LAIRD</b>

		B. U.S. Department of Transportation BUILD grant 2019 application in the amount of \$15.3M with \$1.5M local match for surface transportation infrastructure investments - <b>T TRACY</b>
		C. Establish Mayor-Commission Protocol Operating Guidelines and Repeal Municipal Orders 1431 and 1477 - <b>MAYOR HARLESS</b>
	<b>III.</b>	<b><u>ORDINANCE(S) - ADOPTION</u></b>
		A. Amend Code of Ordinances Section 2-211 regarding City Departments- <b>J ARNDT</b>
	<b>IV.</b>	<b><u>ORDINANCE(S) - INTRODUCTION</u></b>
		A. Amend Code of Ordinances Sections 18-61, 18-62 and 18-63 to adjust permit fees and charges in the Fire Prevention Division - <b>S KYLE</b>
	<b>V.</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>VI.</b>	<b><u>EXECUTIVE SESSION</u></b>

July 9, 2019

Minute File:

1. Resolution – BUILD Grant
2. Certificate of Liability Insurance – Ray Black & Son, Inc.
3. Certificate of Liability Insurance – Barnhart Crane and Rigging Co., Barnhart Northeast, Inc.
4. Right-of-Way Bond – Barnhart Crane & Rigging Co.

Contract File:

1. Sublease – Seamen’s Church Institute – The Waterways Journal – ORD 2019-6-8580
2. Agreement to Employ Lindsay R. Parish as Paducah City Clerk/Customer Experience Director – MO #2254
3. Contract For Services – City of Paducah – Paducah Wall to Wall Mural Board – CM Signed

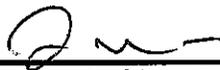
Financials File:

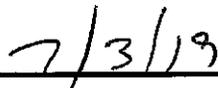
1. City of Paducah – Department of Finance – Financial Report – Period Ending April 30, 2019

CITY OF PADUCAH  
July 9, 2019

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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.

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

  
\_\_\_\_\_  
Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
July 9, 2019**

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Lee, Aaron J.	Laborer	\$10.00/Hr.	NCS	Non-Ex	June 27, 2019
Orr, Chance	Laborer	\$10.00/Hr.	NCS	Non-Ex	June 27, 2019
Johnson, Jerry	Laborer	\$10.00/Hr.	NCS	Non-Ex	July 11, 2019
Price, Joseph	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	June 26, 2019
Massa, Trevor	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	July 11, 2019
Hyde, Margarita	Recreation Leader-Class Instructor	\$17.00/Hr.	NCS	Non-Ex	June 27, 2019

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

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<b><u>FIRE - SUPPRESSION</u></b>					
Noland, Nicholas N	Fire Relief Driver \$15.60/Hr.	Fire Lieutenant \$16.85/Hr.	NCS	Non-Ex	June 25, 2019
Dalbey, Caleb	Fire Lieutenant \$17.06/Hr.	Acting Captain \$18.20/Hr.	NCS	Non-Ex	May 7, 2019
Dalbey, Caleb	Acting Captain \$18.20/Hr.	Fire Lieutenant \$17.06/Hr.	NCS	Non-Ex	June 12, 2019
McManus, Adam	Firefighter \$14.48/Hr.	Firefighter Relief Driver \$15.63/Hr.	NCS	Non-Ex	July 8, 2019
Kyle, Stephen D.	Fire Chief \$53.15/Hr.	Fire Chief \$54.48/Hr.	NCS	Non-Ex	July 4, 2019
<b><u>FINANCE</u></b>					
Millay, Stephanie M.	Revenue Technician II \$18.36/Hr.	Revenue Auditor \$21.64/Hr.	NCS	Non-Ex	July 4, 2019
Perkins, Johnathan W.	Finance Director \$65.31/Hr.	Finance Director \$66.94/Hr.	NCS	Non-Ex	July 4, 2019
<b><u>ADMINISTRATION</u></b>					
Smolen, Michelle L.	Assistant City Manager \$42.22/Hr.	Assistant City Manager \$43.49/Hr.	NCS	Non-Ex	July 4, 2019
Spencer-Gartner, Pamela S.	Public Information Officer \$30.97/Hr.	Public Information Officer \$31.90/Hr.	NCS	Non-Ex	July 4, 2019
Arndt, James W.	City Manager \$68.90/Hr.	City Manager \$70.97/Hr.	NCS	Non-Ex	July 4, 2019
<b><u>PARKS SERVICES</u></b>					
Thompson, Mark H.	Parks Director \$52.39/Hr.	Parks Director \$53.70/Hr.	NCS	Non-Ex	July 4, 2019
<b><u>PLANNING</u></b>					
Tracy, Tammara L.	Planning Director \$41.66/Hr.	Planning Director \$42.49/Hr.	NCS	Non-Ex	July 4, 2019
<b><u>ENGINEERING/PUBLIC WORKS</u></b>					
Murphy, Richard B.	City Engineer/Public Works Director \$61.12/Hr.	City Engineer/Public Works Director \$62.65/Hr.	NCS	Non-Ex	July 4, 2019
<b><u>CITY CLERK/CUSTOMER EXPERIENCE</u></b>					
Parish, Lindsay R.	City Clerk/Customer Experience Direct \$36.06/Hr.	City Clerk/Customer Experience D \$37.14	NCS	Non-Ex	July 4, 2019
<b><u>HUMAN RESOURCES</u></b>					
Russell, Martin D.	HR Director \$42.35/Hr.	HR Director \$43.41/Hr.	NCS	Non-Ex	July 4, 2019

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
July 9, 2019**

**INFORMATION TECHNOLOGY**

Chino, Stephen C.	IT Director \$39.23/Hr.	IT Director \$40.41/Hr.	NCS Non-Ex	July 4, 2019
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**POLICE - OPERATIONS**

Scheer, Matthew C.E	Police Officer \$26.56/Hr.	Police Sergeant \$28.11/Hr.	NCS Non-Ex	July 4, 2019
Abbott, Hannah	Telecommunicator \$13.71/Hr.	Telecommunicator \$16.38/Hr.	NCS Non-Ex	June 29, 2019
Laird, Brian G.	Police Chief \$44.14/Hr.	Police Chief \$46.35/Hr.	NCS Non-Ex	July 4, 2019

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

<b><u>FINANCE</u></b>	<b><u>POSITION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE DATE</u></b>
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Franklin-Scruggs, Beverly D	Revenue Technician	Retirement	June 24, 2019
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**POLICE - OPERATIONS**

Kolba, Jeremy	Telecommunicator	Resignation	July 5, 2019
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**TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL**

<b><u>PARKS SERVICES</u></b>	<b><u>POSITION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE DATE</u></b>
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Faugno, Nathaniel	Recreation Leader	Termination - No show	June 17, 2019
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Wiggins, Montel	Laborer	Failed Background Check	June 26, 2019
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**ADMINISTRATION**

Key, Lowell D.	Assistant Corp. Counsel	Retirement	June 30, 2019
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# Agenda Action Form Paducah City Commission

Meeting Date: July 9, 2019

**Short Title:** Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance and Property Insurance Coverage. Total cost of all premiums is \$1,145,146.74 - **M RUSSELL**

**Category:** Municipal Order

**Staff Work By:** Martin Russell

**Presentation By:** Martin Russell

**Background Information:** Each year the City of Paducah receives from the Kentucky League of Cities the invoices for payment of premiums to cover these areas. Total Fiscal Year 2019-2020 (FY 2019) premiums are for the following: (1) Workers' Compensation \$446,036.28, (2) Liability Insurance \$578,181.99, (3) Property Insurance Coverage \$120,928.47. The Health Department to reimburse \$3,011.10 for property expenses associated with coverage of the Health Department. Paxton Park Golf Course to reimburse \$4,919.70 for property expenses associated with the Golf Park Course.

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

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

**Funds Available:** Account Name: Insurance Fund

Account Number: 72000208 - 521060; 521020; 521040

**Staff Recommendation:** That the Mayor and Commission approve the proposed premium rates for Workers' Compensation, Property and Liability insurance from the Kentucky League of Cities for FY 2020.

**Attachments:**

1. Municipal Order

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

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE IN A TOTAL AMOUNT OF \$1,145,146.74 FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to pay Kentucky League of Cities in the total amount of \$1,145,146.74 for Workers' Compensation, Liability Insurance, and Property Insurance Coverage for the City of Paducah for Fiscal Year ending June 30, 2020, for the following policies:

Workers' Compensation	\$446,036.28
Liability Insurance	\$578,181.99
Property Insurance	\$120,928.47

SECTION 2. This expenditure shall be charged to the Insurance Fund accounts.

SECTION 3. That the City of Paducah hereby authorizes the Mayor to execute all documents related to the Kentucky League of Cities Worker's Compensation, Liability Insurance and Property Insurance Coverage for FY2020 as authorized in Section 1 above.

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, July 9, 2019  
Recorded by Lindsay Parish, City Clerk, July 9, 2019  
\\mo\insurance - klc fy2020

# Agenda Action Form Paducah City Commission

Meeting Date: July 9, 2019

**Short Title:** Transfer \$3,500 from Commission Contingency for the Strategic Plan Action Item Related to Impact Poverty Next Steps - **MAYOR HARLESS**

**Category:** Municipal Order

**Staff Work By:** Michelle Smolen

**Presentation By:** Mayor Harless

**Background Information:** This municipal order is for the transfer of \$3,500 from the Commission Contingency account to the Mayor and Commissioners' Promotions Account to support United Way in coordinating efforts this fall related to creating a local program to help individuals living in poverty obtain and keep employment. The fall activities include hosting a Getting Ahead group with residents from the Housing Authority, encouraging business leaders to attend the Bridges out of Poverty workshop at WKCTC and assisting the WorkForce Board with creating an asset map for resources in our community.

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

**If yes, please list the Action Step Item Codes(s):** E-10: Partner with local nonprofit agencies in the development and implementation of a local job coaching program

**Funds Available:** Account Name: Commission Contingency

Account Number: 1000 0106 524520

**Staff Recommendation:** Approve the Municipal Order authorizing and directing the Finance Director to transfer \$3,500 from the Commission Contingency Account to the Mayor and Commissioners' Promotions account.

**Attachments:**

1. Municipal Order

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

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE COMMISSION RESERVE FUND TO THE MAYOR AND COMMISSIONERS PROMOTION ACCOUNT IN AN AMOUNT OF \$3,500 FOR THE STRATEGIC PLAN ACTION ITEM RELATED TO IMPACT POVERTY NEXT STEPS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Finance Director is hereby authorized and directed to transfer \$3,500, from the Commission Reserve fund to the Mayor and Commissioners Promotions Account for the Strategic Plan Action Item Related to Impact Poverty Next Steps.

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 July 9, 2019  
Recorded by Lindsay Parish, City Clerk, July 9, 2019  
\mo\budget transfer Mayor Commission Promotions 7-9-19

# Agenda Action Form Paducah City Commission

Meeting Date: July 9, 2019

**Short Title:** Approve an Agreement with Axon Enterprise in an amount of \$513,830.52 for the Purchase of In-Car Cameras Equipment, Licensing and Storage and and Ratify an Agreement for Body-Worn Camera Software Licensing and Storage in an amount of \$277,551.18 for the Police Department - **B LAIRD**

**Category:** Municipal Order

Staff Work By: Anthony Copeland, Brian Laird

Presentation By: Brian Laird

**Background Information:** In 2015, the City Commission approved an ordinance authorizing the sole source purchase of body-worn cameras for the police department from Taser International (now Axon). This agreement was amended in 2018 to alter pricing and extend the body-worn camera annual software licensing. The amendment extends the agreement to April 2023 at a total cost over multiple years of \$277,551.18. This amendment now needs to be ratified by the City Commission.

The majority of the police department's current in-car cameras are now 14-15 years old and failing, and parts and maintenance no longer are available for them. Approximately 50 percent of the cameras no longer are working as designed. The police department desires to purchase Axon in-car cameras, which integrate with our body-worn cameras and utilize the same Cloud data storage.

Cost of the equipment for 55 cruisers and required additional Cloud storage space is \$513,830.52 over six (6) years. The equipment will be purchased over two fiscal years (Phase 1 and 2). The current body-worn camera agreement of \$48,729.60 per year phases in at year five, and is included in the amount above for years five (5) and six (6).

Funding for the first two years, which includes purchase of equipment, will come from the PD Technology Set-Aside Project (PO0101). We will budget for payments from Year 3 forward.

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

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

**Funds Available:** Account Name: PD Technology Set-Aside Project

Account Number: PO0101

**Staff Recommendation:** Approve a municipal order authorizing the sole source purchase of in-car camera equipment, software licensing and storage and body-worn camera software licensing and storage for the Police Department and authorize the mayor to enter into a contract with Axon for said purchase.

Ratify the execution of the amendment dated March 15, 2018 for body worn camera licensing and storage.

**Attachments:**

1. Municipal Order

2. Axon Agreement 6-24-19
3. Axon Sole Source Letter from CMgr 6-24-19

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

A MUNICIPAL ORDER APPROVING AN AGREEMENT WITH AXON ENTERPRISE, INC., FORMERLY KNOWN AS TASER INTERNATIONAL, LLC, FOR THE PURCHASE OF IN-CAR CAMERA EQUIPMENT, SOFTWARE LICENSING AND STORAGE AND BODY WORN-CAMERA SOFTWARE LICENSING AND STORAGE FOR THE POLICE DEPARTMENT IN AN AMOUNT OF \$513,830.52; RATIFYING THE EXECUTION OF AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR BODY-WORN CAMERA SOFTWARE LICENSING AND STORAGE FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$277,551.18 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

WHEREAS, in 2015, the City Commission approved an Agreement (“Agreement 2015”) with Taser International, LLC, (currently known as Axon Enterprise, Inc.) by Ordinance No. 2019-9-8298 for the sole source purchase of body-worn cameras for the Police Department with annual software licensing and storage costs; and

WHEREAS, Agreement 2015 was amended by an agreement with Axon Enterprise, Inc., dated March 15, 2018 (“Amendment 2018”) to alter pricing and extend the body-worn camera annual software licensing and storage portion of Agreement 2015 to April 2023; and

WHEREAS, the Board of Commissioners now wishes to ratify Amendment 2018; and

WHEREAS, the Police Department now wishes to purchase in-car cameras from Axon Enterprise, Inc., that are compatible with the body-worn cameras; and

WHEREAS, the software licensing and storage for body-worn cameras will phase in to the agreement for in-car camera equipment in April of 2023 and be extended until June 2024; and

WHEREAS, a written determination has been made by the City Manager that this will be a sole source purchase pursuant to Sec. 2-659(2) of the Code of Ordinances of the City of Paducah, Kentucky, since Axon is the only manufacturer and vendor of an in-car camera system that is compatible with the Police Department Axon Body Cameras.

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

SECTION 1. The City hereby ratifies the execution of Amendment 2018 with Axon Enterprise, Inc. as attached hereto and made part hereof, **Exhibit A**, in an amount of \$277,551.18 for body worn camera software licensing and storage for the Paducah Police Department and authorizes the mayor to execute all documents related to same. This agreement shall expire April 2023.

SECTION 2. The City hereby approves an Agreement with Axon Enterprise, Inc., in an amount of \$513,830.52, for in-car camera equipment, software licensing and storage and body worn-camera software licensing and storage for the Paducah Police Department as attached hereto and made part hereof, **Exhibit B**, and authorizes the Mayor to execute all documents related to same. This agreement shall expire June 2024.

SECTION 3. These expenditures shall be charged to the PD Technology Set-Aside Project No. PO0101 and Police Department Operating Accounts.

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

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 9, 2019  
Recorded by Lindsay Parish, City Clerk, July 9, 2019  
\\mo\In-Car Cameras & Body-Worn Camera Software 2019

# EXHIBIT A



Axon Enterprise, Inc.  
Protect Life.  
17800 N 85th St.  
Scottsdale, Arizona, 85255  
United States  
Phone: (800) 978-2737

**QUOTE: Q-140551-43174.663MD**

Issue Date: 03/15/2018

Quote Expiration: 03/30/2018

Account Number: 114140

Start Date: 04/15/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

**Sales Representative:**  
Mary Dunn  
Phone: (480) 463-2187  
Email: mdunn@axon.com  
Fax: 480-420-3333

**Primary Contact:**  
David White  
(270) 444-8549  
dwhite@paducahky.gov

**BILL TO:**

Paducah Police Dept. - KY  
P.O. BOX 2307  
PADUCAH, KY 42002  
US

**SHIP TO:**

David White  
Paducah Police Dept. - KY  
1400 BROADWAY  
PADUCAH, KY 42001  
US

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	11	336.00	0.00	0.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	71	948.00	640.98	45,509.58
85110	EVIDENCE.COM INCLUDED STORAGE	2,840	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	1	468.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
<b>Hardware</b>					
70116	PPM, SIGNAL	60	96.00	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	71	499.00	0.00	0.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	71	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	71	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	71	0.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	11	1,495.00	0.00	0.00
Subtotal					45,509.58
Estimated Shipping					0.00
Taxes					0.00
Total					45,509.58

**Spare cameras and sample mounts**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	3	0.00	0.00	0.00

**Spare cameras and sample mounts (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
11553	SYNC CABLE, USB A TO 2.5MM	3	0.00	0.00	0.00
74019	Z-BRACKET MOUNT, WOMENS, AXON RAPIDLOCK	3	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	3	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	3	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	3	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK	3	0.00	0.00	0.00
				Subtotal	0.00
				Taxes	0.00
				Total	0.00

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	11	336.00	336.00	3,696.00
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	71	948.00	758.40	53,846.40
85110	EVIDENCE.COM INCLUDED STORAGE	2,840	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
				Subtotal	58,010.40
				Taxes	0.00
				Total	58,010.40

**Year 3**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	11	336.00	336.00	3,696.00
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	71	948.00	758.40	53,846.40
85110	EVIDENCE.COM INCLUDED STORAGE	2,840	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
				Subtotal	58,010.40
				Taxes	0.00
				Total	58,010.40

**Year 4**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	11	336.00	336.00	3,696.00
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	71	948.00	758.40	53,846.40
85110	EVIDENCE.COM INCLUDED STORAGE	2,840	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
				Subtotal	58,010.40
				Taxes	0.00
				Total	58,010.40

**Year 5**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	11	336.00	336.00	3,696.00
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	71	948.00	758.40	53,846.40
85110	EVIDENCE.COM INCLUDED STORAGE	2,840	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	1	468.00	468.00	468.00
				Subtotal	58,010.40
				Taxes	0.00
				Total	58,010.40

<b>Grand Total</b>	<b>277,551.18</b>
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### Discounts (USD)

Quote Expiration: 03/30/2018

List Amount	414,994.00
Discounts	137,442.82
<b>Total</b>	<b>277,551.18</b>

*\*Total excludes applicable taxes and shipping*

### Summary of Payments

Payment	Amount (USD)
Year 1	45,509.58
Spare cameras and sample mounts	0.00
Year 2	58,010.40
Year 3	58,010.40
Year 4	58,010.40
Year 5	58,010.40
<b>Grand Total</b>	<b>277,551.18</b>

**Notes**

Agency has existing contracts 7177 (originated via Q-60207) from 07/01/2016 to 06/30/2020 and 5646 (originated via Q-33401) from 10/15/2015 to 10/14/2021 and is interested in transitioning to a new agreement effective 04/15/2018. A credit of \$348.75 for 1.5 months for contract 7177 AND \$21,450 for six months for contract 5656 has been applied to this quote. The credit applied is subject to change if the transition date is revised. Cancellation of contracts 7177 and 5646 are accepted when an executed copy of this agreement is received.  
In addition, agency acknowledges by signing below, that the TAP refresh of 67 cameras from contract 5646 and 4 cameras from contract 7177 are being replaced via this agreement and that all claims to hardware replacements and/or warranties associated with either of those TAP contracts is null and void upon execution of this Agreement.  
An Certificate of Destruction form will be created and submitted with the approval of this agreement, listing all S/Ns of the cameras being destroyed.

**Axon's Sales Terms and Conditions**

By signing this Quote, you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement (MSPA), posted at <https://www.axon.com/legal/sales-terms-and-conditions>, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this Quote.

Signature:  Date: 3/15/18  
Name (Print): BRANDON BARNHILL Title: CHIEF OF POLICE  
PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Mary Dunn at [mdunn@axon.com](mailto:mdunn@axon.com) or fax to 480-420-3333

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-140551-43174.663MD

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# Certificate of Destruction

**Axon Enterprise, Inc.  
Certificate of Destruction**

**Agency Name:** PADUCAH POLICE DEPT (KY)

**Product(s) & Quantity to be Destroyed ("Product"):** \_\_\_\_\_

**IMPORTANT:** Agency must include an attachment with the serial numbers of all Products destroyed.

Customer certifies that all Products will be removed from service to be destroyed and/or rendered permanently nonfunctional. Products must not be resold or redistributed. Destruction of Products should be performed according to Customer's policy. Axon is not responsible for Product warranty or any liability related to Products certified as destroyed, and reserves the right to require verification that destruction has been performed.

The undersigned represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Certificate of Destruction on behalf of the Agency.

**Form completed by:**

*Signature (Digital is acceptable or scan)*

DAVID R. WHITE, ASSISTANT CHIEF

*Printed Name, Title*

3/21/18

*Date*

**Return the signed form and your purchase order/quote, if applicable, to your sales representative and also to our returned materials authorization department at [rma@axon.com](mailto:rma@axon.com).**

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# EXHIBIT B



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-208376-43637.851DD**

Issued: 06/21/2019

Quote Expiration: 06/30/2019

Account Number: 114140

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground  
 Contract Number: 00016239

**SHIP TO**

Anthony Copeland  
 Paducah Police Dept. - KY  
 1400 BROADWAY  
 PADUCAH, KY 42001  
 US

**BILL TO**

Paducah Police Dept. - KY  
 P.O. BOX 2307  
 PADUCAH, KY 42002  
 US

**SALES REPRESENTATIVE**

David DeRosa  
 Phone:  
 Email: dderosa@axon.com  
 Fax:

**PRIMARY CONTACT**

Anthony Copeland  
 Phone: (270) 444-8549  
 Email: ajcopeland@paducahky.gov

**Year 1 - Fleet (Phase 1) (8/2019 - 4/2020)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	28	1,032.00	640.63	17,937.64
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
<b>Hardware</b>					
71088	AXON FLEET 2 KIT	28	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT	28	0.00	0.00	0.00
11622	CRADLEPOINT IBR900-600M-NPS + 5YR NETCLOUD ESSENTIALS (PRIME	28	1,430.00	1,430.00	40,040.00
11511	ROUTER ANTENNA, FLEET	28	270.00	270.00	7,560.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	28	15.00	0.00	0.00
<b>Other</b>					
No Custom Triggers	No Custom Triggers (Declined)	1	0.00	0.00	0.00
<b>Services</b>					
80131	TRAIN INSTALLER OR INSTALL FACILITY, 2 DAYS ONSITE, PER SITE	1	6,000.00	6,000.00	6,000.00
Subtotal					71,537.64
Estimated Shipping					0.00
Estimated Tax					0.00
Total					71,537.64

**Spares**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
71088	AXON FLEET 2 KIT	1	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT	1	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

**Year 2 - (4/2020 - 4/2021)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	28	1,548.00	1,156.63	32,385.64
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
				Subtotal	32,385.64
				Estimated Tax	0.00
				Total	32,385.64

**Year 2 - Phase 2 (10/2020 - 4/2021)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	27	903.00	903.00	24,381.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	27	0.00	0.00	0.00
<b>Hardware</b>					
71088	AXON FLEET 2 KIT	27	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT	27	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	27	0.00	0.00	0.00
80179	FLEET 2 TAP TRUE-UP PAYMENT	27	812.00	812.00	21,924.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	27	15.00	0.00	0.00
11511	ROUTER ANTENNA, FLEET	27	270.00	270.00	7,290.00
11622	CRADLEPOINT IBR900-600M-NPS + 5YR NETCLOUD ESSENTIALS (PRIME	27	1,430.00	1,430.00	38,610.00
<b>Other</b>					
No Router	No Router (Declined)	27	0.00	0.00	0.00
				Subtotal	92,205.00
				Estimated Tax	0.00
				Total	92,205.00

**Year 3- Fleet (4/2021 - 4/2022)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	27	1,548.00	1,548.00	41,796.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	27	0.00	0.00	0.00
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	28	1,548.00	1,156.62	32,385.36
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
				Subtotal	74,181.36
				Estimated Tax	0.00
				Total	74,181.36

**Year 4- Fleet (4/2022 - 4/2023)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	27	1,548.00	1,548.00	41,796.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	27	0.00	0.00	0.00
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	28	1,548.00	1,156.63	32,385.64
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
				Subtotal	74,181.64
				Estimated Tax	0.00
				Total	74,181.64

**Year 5- Fleet (4/2023 - 4/2024)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	27	1,548.00	1,548.00	41,796.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	27	0.00	0.00	0.00
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	28	1,548.00	1,156.63	32,385.64
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
				Subtotal	74,181.64
				Estimated Tax	0.00
				Total	74,181.64

**Year 5- BWC Extension (4/2023 - 4/2024)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	1	468.00	421.20	421.20
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	71	468.00	421.20	29,905.20
85110	EVIDENCE.COM INCLUDED STORAGE	2,130	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED	71	288.00	259.20	18,403.20
				Subtotal	48,729.60
				Estimated Tax	0.00
				Total	48,729.60

**Year 6- Fleet (4/2024 - 6/2024)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	28	516.00	516.00	14,448.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	27	516.00	516.00	13,932.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	27	0.00	0.00	0.00
				Subtotal	28,380.00
				Estimated Tax	0.00
				Total	28,380.00

**Year 6- BWC Eextension (4/2024 - 6/2024)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	1	156.00	156.00	156.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	71	156.00	156.00	11,076.00
85110	EVIDENCE.COM INCLUDED STORAGE	2,130	0.00	0.00	0.00

**Year 6- BWC Eextension (4/2024 - 6/2024) (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
80123	EVIDENCE.COM STORAGE, UNLIMITED	71	96.00	96.00	6,816.00
				Subtotal	18,048.00
				Estimated Tax	0.00
				Total	18,048.00
<b>Grand Total</b>					<b>513,830.52</b>



## Discounts (USD)

Quote Expiration: 06/30/2019

List Amount	574,862.00
Discounts	61,031.48
<b>Total</b>	<b>513,830.52</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1 - Fleet (Phase 1) (8/2019 - 4/2020)	71,537.64
Spares	0.00
Year 2 - (4/2020 - 4/2021)	32,385.64
Year 2 - Phase 2 (10/2020 - 4/2021)	92,205.00
Year 3- Fleet (4/2021 - 4/2022)	74,181.36
Year 4- Fleet (4/2022 - 4/2023)	74,181.64
Year 5- Fleet (4/2023 - 4/2024)	74,181.64
Year 5- BWC Extension (4/2023 - 4/2024)	48,729.60
Year 6- Fleet (4/2024 - 6/2024)	28,380.00
Year 6- BWC Eextension (4/2024 - 6/2024)	18,048.00
<b>Grand Total</b>	<b>513,830.52</b>

STATEMENT OF WORK & CONFIGURATION DOCUMENT

**Axon Fleet In-Car Recording Platform**

This document details a proposed system design

Agency Created For: Paducah Police Dept. - KY

Quote: Q-208376-43637.851DD

Sold By:	David DeRosa
Designed By:	Matthew Karsten
Installed By:	Customer
Target Install Date:	

V-3.26.18

Q-208376-43637.851DD

## VEHICLE OVERVIEW

SITENAME	CUSTOMER NAME	
Headquarters	Paducah Police Dept. - KY	
<b>Total Configured Vehicles</b> <ul style="list-style-type: none"> <li>• 55 Total Vehicles with this Configuration</li> </ul>		 Axon Camera  Signal Unit  In-Car Router  Battery Box
<b>Video Capture Sources</b> <ul style="list-style-type: none"> <li>• 110 Total Cameras Deployed</li> <li>• 1 Axon Signal Unit(s) Per Vehicle</li> </ul>		
<b>Mobile Data Terminal Per Vehicle</b> <ul style="list-style-type: none"> <li>• 1 Located In Each Vehicle</li> </ul>		
<b>Mobile Router Per Vehicle</b> <ul style="list-style-type: none"> <li>• 1 Cradlepoint iBR900 Series</li> </ul>		
<b>Offload Mechanism</b> <ul style="list-style-type: none"> <li>• 4G LTE Cellular</li> </ul>		
<b>Evidence Management System</b> <ul style="list-style-type: none"> <li>• Evidence.com</li> </ul>		

## SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System.

### Vehicle Hardware

<b>Vehicle Hardware</b>	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint iBR900 Series router will be installed in each vehicle
<b>Axon Battery Boxes</b>	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
<b>Signal Activation Methods</b>	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
<b>Mobile Data Terminal</b>	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
<b>Mobile Data Terminal Requirements</b>	<b>Operating System:</b> Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates <b>Hard Drive:</b> Must have 25GB+ of free disk space <b>RAM/Memory:</b> Windows 7 - 4GB or greater   Windows 10 - 8GB or greater <b>Ethernet Port:</b> The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. <b>Wi-Fi Card:</b> The system requires an 802.11n compatible Wi-Fi card using 5Ghz band. <b>USB Ports:</b> If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.	

<b>Additional Considerations</b>	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through, such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing is functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
<b>Hardware Provisioning</b>	Axon will provide the following router for all vehicles:	Cradlepoint IBR900 Series
	The customer will provide a MDT for each vehicle	

#### In-Car Network Considerations

<b>Network Requirements</b>	Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.		
<b>Network Addressing</b>	<b>IP Addressing</b>		<b>Total IPs Required</b>
	Axon Fleet Cameras	110	220
	Mobile Data Terminal	55	
	Cradlepoint IBR900 Series	55	
<b>Hardware Provisioning</b>	Customer to provide all IP addressing and applicable network information		

#### Network Consideration Agreement

<b>Network Consideration Agreement</b>	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

## Professional Services & Training

<p><b>Project Management</b></p>	<p>Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.</p>
<p><b>Vehicle Installation</b></p>	<p>Customer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> <li>○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal.</li> <li>○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.</li> </ul>
<p><b>Custom Trigger Installation</b></p>	<p>Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
<p><b>Training</b></p>	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.</p>

#### 4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900 Series will be the connection which allows 4G upload of recorded video.
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.

**Notes**

Axon Fleet hardware contained in this quote will be covered under the Technology Assurance Plan (a.k.a. Taser Assurance Plan) and will be eligible for 1 replacement at the end of this quote.

This quote is co-termed with quote Q-140551 (executed contract #00016239). Year one has been pro-rated to 6.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 6/1/2019-6/15/2019. The end date of these subscriptions is subject to change if the ship/start date changes.

Year 5 of this quote begins the extension of Q-140551 (executed contract #00016239). The 71 cameras and 11 docks on Q-140551 (executed contract #00016239) will follow the refresh schedule set when contract #00016239 was executed.

**Axon's Sales Terms and Conditions**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:

*Brian Laird*

Date:

*June 21, 2019*

Name (Print):

*Brian Laird*

Title:

*Chief of Police*

PO# (Or write N/A):

*Contingent upon approval of City Commission in July 2019.*

Please sign and email to David DeRosa at [dderosa@axon.com](mailto:dderosa@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-208376-43577.861DD

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**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-208376-43637.851DD**

Issued: 06/21/2019

Quote Expiration: 06/30/2019

Account Number: 114140

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground  
 Contract Number: 00016239

**SALES REPRESENTATIVE**

David DeRosa

Phone:

Email: dderosa@axon.com

Fax:

**PRIMARY CONTACT**

Anthony Copeland

Phone: (270) 444-8549

Email: ajcopeland@paducahky.gov

**SHIP TO**

Anthony Copeland  
 Paducah Police Dept. - KY  
 1400 BROADWAY  
 PADUCAH, KY 42001  
 US

**BILL TO**

Paducah Police Dept. - KY  
 P.O. BOX 2307  
 PADUCAH, KY 42002  
 US

**Year 1 - Fleet (Phase 1) (8/2019 - 4/2020)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	28	1,032.00	640.63	17,937.64
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
<b>Hardware</b>					
71088	AXON FLEET 2 KIT	28	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT	28	0.00	0.00	0.00
11622	CRADLEPOINT IBR900-600M-NPS + 5YR NETCLOUD ESSENTIALS (PRIME	28	1,430.00	1,430.00	40,040.00
11511	ROUTER ANTENNA, FLEET	28	270.00	270.00	7,560.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	28	15.00	0.00	0.00
<b>Other</b>					
No Custom Triggers	No Custom Triggers (Declined)	1	0.00	0.00	0.00
<b>Services</b>					
80131	TRAIN INSTALLER OR INSTALL FACILITY, 2 DAYS ONSITE, PER SITE	1	6,000.00	6,000.00	6,000.00
Subtotal					71,537.64
Estimated Shipping					0.00
Estimated Tax					0.00
Total					71,537.64

## Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
71088	AXON FLEET 2 KIT	1	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT	1	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

## Year 2 - (4/2020 - 4/2021)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	28	1,548.00	1,156.63	32,385.64
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
				Subtotal	32,385.64
				Estimated Tax	0.00
				Total	32,385.64

## Year 2 - Phase 2 (10/2020 - 4/2021)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	27	903.00	903.00	24,381.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	27	0.00	0.00	0.00
<b>Hardware</b>					
71088	AXON FLEET 2 KIT	27	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT	27	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	27	0.00	0.00	0.00
80179	FLEET 2 TAP TRUE-UP PAYMENT	27	812.00	812.00	21,924.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	27	15.00	0.00	0.00
11511	ROUTER ANTENNA, FLEET	27	270.00	270.00	7,290.00
11622	CRADLEPOINT IBR900-600M-NPS + 5YR NETCLOUD ESSENTIALS (PRIME	27	1,430.00	1,430.00	38,610.00
<b>Other</b>					
No Router	No Router (Declined)	27	0.00	0.00	0.00
				Subtotal	92,205.00
				Estimated Tax	0.00
				Total	92,205.00

**Year 3- Fleet (4/2021 - 4/2022)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	27	1,548.00	1,548.00	41,796.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	27	0.00	0.00	0.00
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	28	1,548.00	1,156.62	32,385.36
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
				Subtotal	74,181.36
				Estimated Tax	0.00
				Total	74,181.36

**Year 4- Fleet (4/2022 - 4/2023)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	27	1,548.00	1,548.00	41,796.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	27	0.00	0.00	0.00
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	28	1,548.00	1,156.63	32,385.64
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
				Subtotal	74,181.64
				Estimated Tax	0.00
				Total	74,181.64

**Year 5- Fleet (4/2023 - 4/2024)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	27	1,548.00	1,548.00	41,796.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	27	0.00	0.00	0.00
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	28	1,548.00	1,156.63	32,385.64
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
				Subtotal	74,181.64
				Estimated Tax	0.00
				Total	74,181.64

**Year 5- BWC Extension (4/2023 - 4/2024)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	1	468.00	421.20	421.20
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	71	468.00	421.20	29,905.20
85110	EVIDENCE.COM INCLUDED STORAGE	2,130	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED	71	288.00	259.20	18,403.20
				Subtotal	48,729.60
				Estimated Tax	0.00
				Total	48,729.60

**Year 6- Fleet (4/2024 - 6/2024)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	28	516.00	516.00	14,448.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	28	0.00	0.00	0.00
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	27	516.00	516.00	13,932.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	27	0.00	0.00	0.00
				Subtotal	28,380.00
				Estimated Tax	0.00
				Total	28,380.00

**Year 6- BWC Eextension (4/2024 - 6/2024)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	1	156.00	156.00	156.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	71	156.00	156.00	11,076.00
85110	EVIDENCE.COM INCLUDED STORAGE	2,130	0.00	0.00	0.00

**Year 6- BWC Eextension (4/2024 - 6/2024) (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
80123	EVIDENCE.COM STORAGE, UNLIMITED	71	96.00	96.00	6,816.00
				Subtotal	18,048.00
				Estimated Tax	0.00
				Total	18,048.00
<b>Grand Total</b>					<b>513,830.52</b>



## Discounts (USD)

Quote Expiration: 06/30/2019

List Amount	574,862.00
Discounts	61,031.48
<b>Total</b>	<b>513,830.52</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1 - Fleet (Phase 1) (8/2019 - 4/2020)	71,537.64
Spares	0.00
Year 2 - (4/2020 - 4/2021)	32,385.64
Year 2 - Phase 2 (10/2020 - 4/2021)	92,205.00
Year 3- Fleet (4/2021 - 4/2022)	74,181.36
Year 4- Fleet (4/2022 - 4/2023)	74,181.64
Year 5- Fleet (4/2023 - 4/2024)	74,181.64
Year 5- BWC Extension (4/2023 - 4/2024)	48,729.60
Year 6- Fleet (4/2024 - 6/2024)	28,380.00
Year 6- BWC Eextension (4/2024 - 6/2024)	18,048.00
<b>Grand Total</b>	<b>513,830.52</b>

STATEMENT OF WORK & CONFIGURATION DOCUMENT

**Axon Fleet In-Car Recording Platform**

This document details a proposed system design

Agency Created For: Paducah Police Dept. - KY

Quote: Q-208376-43637.851DD

Sold By:	David DeRosa
Designed By:	Matthew Karsten
Installed By:	Customer
Target Install Date:	

# VEHICLE OVERVIEW

SITENAME	CUSTOMER NAME	
Headquarters	Paducah Police Dept. - KY	
<b>Total Configured Vehicles</b> <ul style="list-style-type: none"> <li>• 55 Total Vehicles with this Configuration</li> </ul>		
<b>Video Capture Sources</b> <ul style="list-style-type: none"> <li>• 110 Total Cameras Deployed</li> <li>• 1 Axon Signal Unit(s) Per Vehicle</li> </ul>		
<b>Mobile Data Terminal Per Vehicle</b> <ul style="list-style-type: none"> <li>• 1 Located In Each Vehicle</li> </ul>		
<b>Mobile Router Per Vehicle</b> <ul style="list-style-type: none"> <li>• 1 Cradlepoint IBR900 Series</li> </ul>		
<b>Offload Mechanism</b> <ul style="list-style-type: none"> <li>• 4G LTE Cellular</li> </ul>		
<b>Evidence Management System</b> <ul style="list-style-type: none"> <li>• Evidence.com</li> </ul>		
		 Axon Camera
		 Signal Unit
		 In-Car Router
		 Battery Box

## SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System.

### Vehicle Hardware

<b>Vehicle Hardware</b>	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle.
	1	Cradlepoint IBR900 Series router will be installed in each vehicle.
<b>Axon Battery Boxes</b>	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
<b>Signal Activation Methods</b>	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
<b>Mobile Data Terminal</b>	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
<b>Mobile Data Terminal Requirements</b>	<p><b>Operating System:</b> Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p><b>Hard Drive:</b> Must have 25GB+ of free disk space</p> <p><b>RAM/Memory:</b> Windows 7 - 4GB or greater   Windows 10 - 8GB or greater</p> <p><b>Ethernet Port:</b> The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p><b>Wi-Fi Card:</b> The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p><b>USB Ports:</b> If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p>	

<b>Additional Considerations</b>	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
<b>Hardware Provisioning</b>	Axon will provide the following router for all vehicles:	Cradlepoint IBR900 Series
	The customer will provide a MDT for each vehicle	

### In-Car Network Considerations

<b>Network Requirements</b>	Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.		
<b>Network Addressing</b>	<b>IP Addressing</b>		<b>Total IPs Required</b>
	Axon Fleet Cameras	110	220
	Mobile Data Terminal	55	
	Cradlepoint IBR900 Series	55	
<b>Hardware Provisioning</b>	Customer to provide all IP addressing and applicable network information		

### Network Consideration Agreement

<b>Network Consideration Agreement</b>	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

## Professional Services & Training

<p><b>Project Management</b></p>	<p>Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.</p>
<p><b>Vehicle Installation</b></p>	<p>Customer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> <li>○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal.</li> <li>○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.</li> </ul>
<p><b>Custom Trigger Installation</b></p>	<p>Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
<p><b>Training</b></p>	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.</p>

## 4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900 Series will be the connection which allows 4G upload of recorded video.
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.

## Notes

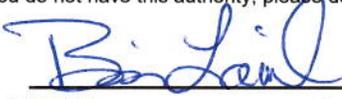
Axon Fleet hardware contained in this quote will be covered under the Technology Assurance Plan (a.k.a. Taser Assurance Plan) and will be eligible for 1 replacement at the end of this quote.

This quote is co-termed with quote Q-140551 (executed contract #00016239). Year one has been pro-rated to 6.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 6/1/2019-6/15/2019. The end date of these subscriptions is subject to change if the ship/start date changes.

Year 5 of this quote begins the extension of Q-140551 (executed contract #00016239). The 71 cameras and 11 docks on Q-140551 (executed contract #00016239) will follow the refresh schedule set when contract #00016239 was executed.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:  Date: June 21, 2019  
Name (Print): Brian Laird Title: Chief of Police  
PO# (Or write N/A): Contingent upon approval of City Commission in July 2019.

Please sign and email to David DeRosa at [dderosa@axon.com](mailto:dderosa@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-208376-43577.861DD

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**CITY OF PADUCAH**

300 South 5th Street

P. O. Box 2267

Paducah, KY 42002-2267

Phone: (270) 444-8530

Fax: (270) 443-5058

James W. Arndt  
City Manager  
ICMA - CM

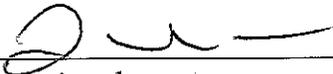
Michelle Smolen  
Assistant City Manager  
ICMA

June 21, 2019

To File:

The Paducah Police Department is purchasing 55 Axon Fleet 2 in-car camera systems for its Operations Division with monies earmarked through the PD Technology Set-Aside project.

Axon (formerly Taser) is the only manufacturer and vendor of an in-car camera system that is compatible with our Axon body cameras. As a result, this is a sole source purchase.

  
\_\_\_\_\_  
James Arndt  
City Manager

# Agenda Action Form

## Paducah City Commission

Meeting Date: July 9, 2019

Short Title: U.S. Department of Transportation BUILD grant 2019 application in the amount of \$15.3M with \$1.5M local match for surface transportation infrastructure investments - **T TRACY**

Category: Municipal Order

Staff Work By: Tammara Tracy, Melanie Townsend

Presentation By: Tammara Tracy

### Background Information:

The Consolidated Appropriations Act of 2019 appropriated \$900M to be awarded by the Department of Transportation for National Infrastructure Investments. This program is known as the Better Utilizing Investments To Leverage Development (BUILD) grant program. Applicants can apply for up to \$25M for surface transportation infrastructure projects that will have a significant local or regional impact.

The City of Paducah in partnership with the Paducah-McCracken County Riverport Authority (PM CRA) intends to submit an application to design and construct a Riverport Container Transfer Yard, Riverboat Excursion Pier & Plaza, Bike/Pedestrian/Broadband Linkages from Convention Center to Riverfront and improvements for the Paducah Transient Boat Landing.

The Riverport Container Transfer Yard will allow PM CRA to handle both general and containerized cargo; thereby offering regional shippers with a cost-effective option to move goods to both domestic and international markets while reducing semi-truck traffic on highways.

The Riverboat Excursion Pier and Plaza was identified as one of many projects to enhance Paducah's Riverfront in the 2007 Master Plan prepared by JRR. The pier will provide a docking point for the riverboats that visit Paducah. Currently, visitors disembark and must climb a steep slope up from the Foot of Broadway in order to access the downtown area. The installation will provide a safer and easier transition from boat to land, allow for more secure riverboat dockings and will move the disembarkation point out of the flow of traffic at the Foot of Broadway.

Bike/Pedestrian/Broadband Linkages will include the development of a multi-use path from 6th Street along Park Ave/3rd Street into downtown to aid in the movement of pedestrian/bike traffic from the Convention Center/Dome to downtown. Key intersection improvements, including curb extensions, wayfinding, bus shelters and crosswalks, will make for an improved pedestrian experience. A broadband truck installation along the riverfront will allow for emergency call boxes, security cameras and hardline internet access for the transient boat dock.

The Transient Boat Landing improvements include connecting sidewalks from the floodwall to Greenway Trail, improved traffic control, landscaping to prevent erosion and provide shade, wayfinding and amenities for users of the transient boat dock.

The estimated cost for the full project is \$16.8M. The City is seeking \$15.3M in BUILD grant funding with a \$1.5M match of undesignated cash reserves by the City. \$1.25M of the match will go toward the Excursion Pier & Plaza, Bike/Pedestrian/Broadband linkages and Transient Boat Landing improvements. \$250,000 of the

match will go toward the Riverport Transfer Yard improvements.

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

If yes, please list the Action Step Item Codes(s): E-04: Continue developing the riverfront from the Carson Center to the Convention Center.

R-04: Create and promote new shoreline and river based recreation activities/competitions.

I-04: Continue the exploration and delivery of municipal broadband throughout the City

I-08: Improve and Construct internet Wi-Fi at public places

I-10: Explore methods to improve and maintain cyber security, community cameras

**Funds Available:** Account Name: Undesignated cash reserves

Account Number:

**Staff Recommendation:** Approve and authorize the Mayor to sign all grant application documents and authorize the Grants Administrator to submit on on-line application for a 2019 BUILD grant in the amount of \$15.3M with \$1.5M local match through the grants.gov on-line portal.

**Attachments:**

1. Municipal Order

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY FOR A BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT THROUGH THE DEPARTMENT OF TRANSPORTATION FOR NATIONAL INFRASTRUCTURE INVESTMENTS TO DESIGN AND CONSTRUCT A RIVERPORT CONTAINER TRANSFER YARD, RIVERBOAT EXCURSION PIER & PLAZA, BIKE/PEDESTRIAN/BROADBAND LINKAGES FROM CONVENTION CENTER TO RIVERFRONT AND IMPROVEMENTS FOR THE PADUCAH TRANSIENT BOAT LANDING; AND AUTHORIZING AND DIRECTING THE GRANTS ADMINISTRATOR TO SUBMIT AN APPLICATION THROUGH THE APPLICATION PORTAL

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a Better Utilizing Investments to Leverage Development (BUILD) Grant through the Department of Transportation for National Infrastructure Investments in the amount of \$15,300,000.00 to design and construct a Riverport Container Transfer Yard, Riverboat Excursion Pier & Plaza, Bike/Pedestrian/Broadband Linkages from Convention Center to Riverfront and improvements for the Paducah Transient Boat Landing. The City will be proposing a \$1,500,000.00 match of undesignated cash reserves in the grant application.

SECTION 2. The Paducah Grants Administrator is hereby authorized and directed to submit the grant application and all related documents authorized in section 1 above through the online application portal.

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

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 9, 2019  
Recorded by Lindsay Parish, City Clerk, July 9, 2019  
mo\grants\app- BUILD Grant 2019

# Agenda Action Form Paducah City Commission

Meeting Date: July 9, 2019

**Short Title:** Establish Mayor-Commission Protocol Operating Guidelines and Repeal Municipal Orders 1431 and 1477 - **MAYOR HARLESS**

**Category:** Municipal Order

**Staff Work By:** James Arndt

**Presentation By:** Mayor Harless

**Background Information:** This proposed update to the Mayor and City Commission Protocols is meant to serve as a guiding document for the Board of Commissioners relating to communication, information sharing and addressing citizen requests.

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

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

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

**Staff Recommendation:** Adopt a Municipal Order Establishing Mayor-Commission Protocol Operating Guidelines and Repealing Municipal Orders 1431 and 1477.

**Attachments:**

1. commission protocols July 2019
2. MO # 1477

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

A MUNICIPAL ORDER ESTABLISHING A MAYOR-COMMISSION PROTOCOL OPERATING GUIDELINES AND REPEALING MUNICIPAL ORDER NO. 1431 AND MUNICIPAL ORDER NO. 1477 IN THEIR ENTIRETY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners of the City of Paducah hereby repeals Municipal Order No. 1431 & Municipal Order No. 1477 in their entirety.

SECTION 2. The Board of Commissioners of the City of Paducah hereby adopts the Mayor-Commission Protocol Operating Guidelines as attached hereto and made part hereof.

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

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 9, 2019

Recorded by Lindsay Parish, City Clerk, July 9, 2019

\\mo\commission protocols July 2019

**MAYOR-COMMISSION PROTOCOL  
OPERATING GUIDELINES  
July 2019**

# Mayor and City Commission Protocol Operating Guidelines July 2019

## Protocol 1

### Simple Information

- Readily Available Information :
  - If you know what Department has the information, go to that Leadership Team Member with a specific question.
  - If you don't know what Leadership Team Member has the information, go the City Manager's Office.
- Information with a Political Context: Go to to the City Manager's Office.
- Information about personnel or individual City employees go to the Human Resources Director or the City Manager.

## Protocol 2

### More Complicated Information Requests that Requires Research

- Please contact the City Manager's Office. The Manager's Office will reach out to the appropriate Leadership Team Member to successfully fulfill your request. If your inquiry has a deadline associated to it. Please share that with the City Manager's Office at the time of the request.

## Protocol 3

### Citizen Service Request

- First Contact (The citizen brought the request directly to you and has had no prior contact with City staff.)
  - Refrain from contacting the staff directly, as they may be working on a different task. Place call to the appropriate Leadership Team Member and that Team Member will assign the task.
  - If urgent, go to the City Manager's Office.
- Unsatisfactory Contact (The citizen has already contacted City staff and either did not get service or is appealing a rejection by staff to you.)
  - Obtain as much information as possible from the contact
  - Avoid making promises or assigning blame until you have checked with the appropriate Leadership Team Member and learned the rest of the story
  - Call the appropriate Leadership Team Member for resolution
  - If the issue remains unresolved, please contact the City Manager's Office for resolution.
- The Leadership Team Member or City Manager shall insure the Commissioner is notified upon the resolution of the Citizen Request

<b>Protocol 4</b>	<b>Agenda Item</b>
-------------------	--------------------

- Placing an Item on the Agenda
  - Routine recognition or celebration - Call City Clerk's Office
  - Substantial Policy Issue – Discuss with City Manager and place on the next agenda as a discussion only item
  - All items being placed on the agenda that are not considered an emergency shall meet the City Clerk's deadline of 4:30 p.m. on the Wednesday prior to the next regularly scheduled meeting.

<b>Protocol 5</b>	<b>Communications: Commission and Leadership Team</b>
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- Tell One/Tell All: Information and answers to questions go to all commissioners at the same time
- Avoid last minute items on the agenda. Last minute items are defined as items not publicized to the general public prior to the date and time of the meeting.
- Mayor- and Commissioners keep each other informed
- Leadership Team members are required to notify the City Manager if they are discussing issues with a member of the Board of Commissioners.
- The Board of Commissioners shall direct their communications to the Leadership Team members or the City Manager's Office.
- Please insure requests of Leadership Team Members are made to only one member of the team. Asking multiple members of the team for the same or similar information creates undesirable replication of work.
- Please refrain from directly contacting City employees below the Leadership Team level. This is especially important after hours, as most of these employees are FLSA non-exempt employees and your inquiries create overtime compensation ramifications
- Inquiries of the Leadership Team that occur after regular business hours or on the weekend shall be processed during the next regularly scheduled business day unless the matter is urgent and requires immediate response. Please insure the City Manager's Office is also made aware of the emergency request.
- The City Manager's Office will insure all inquiries and or requests received over the weekend are shared with the Leadership Team every Monday morning to make sure the issues are considered at the beginning of the workweek.

<b>Protocol 6</b>	<b>Employee Contact with Board of Commissioners</b>
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- If contacted by a City employee, please listen to the employee's comments, suggestions, or concerns
- Direct the employee to follow the administrative process designed to assist the employee to get their concerns addressed. The process will be through administrative policy or by their collective bargaining agreement.
- Inform City Manager's Office of the contact (if there is a need for follow up or information he may not be aware of)
- Once the matter is resolved, the Leadership Team Member or the City Manager will inform the Commissioner.

**Protocol 7****Commission Meetings**

- A. Televised All Commission Meetings (both regular meetings and workshops)
- B. Comment on Topics  
At Mayor's discretion, audience may speak on agenda items when they come up for Commission action

Note: Placement of public request is specified in City ordinances

**Protocol 8****Spokesperson**

- City Manager or Department Director– will be spokesperson for management and organizational matter
- Public Information Officer (PIO) will coordinate City public and media statements and will serve as spokesperson when assigned to do so by the City Manager.

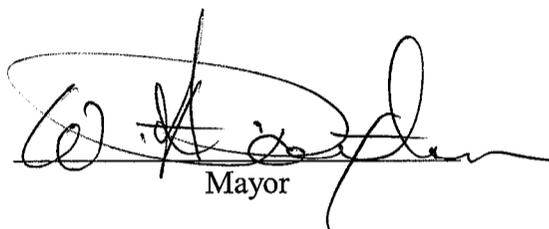
MUNICIPAL ORDER NO. 1477

A MUNICIPAL ORDER ADOPTING A REVISED MAYOR-  
COMMISSION PROTOCOL OPERATING GUIDELINES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners of the City of Paducah hereby  
adopts a revised Mayor-Commission Protocol Operating Guidelines as attached.

SECTION 2. This Municipal Order shall be effective from and after the  
date of its adoption.



Mayor

ATTEST:



Tammara S. Brock, City Clerk

Adopted by the Board of Commissioners August 11, 2009  
Recorded by Tammara S. Brock, City Clerk, August 11, 2009  
\\mo\commission protocols-revised

**REVISED**  
**MAYOR-COMMISSION PROTOCOL**  
**OPERATING GUIDELINES**

# Mayor and City Commission Protocol

## Protocol 1

### Simple Information

- A. Readily Available Information:
- (1) If you know ~~who the individual~~ what staff member has the information, go to ~~the~~ that person with a specific question.
  - (2) If you don't know who on staff has the information, go the City Clerk's staff.
- B. Information with a Political Context: Go to Department Head or if interdepartmental issue to City Manager.
- C. Information about personnel or individual City employees go to City Manager.
- [Note: Be clear about your expectations on information format]

## Protocol 2

### More Complicated Information Requests that Requires Research on a Topic

1. The Commissioner should think about the time consequences of his/her request.
2. If research time required is 15 minutes or less, go to the Department Head for response
3. If research time required is more than 15 minutes, go to the City Manager and discuss the topic
4. If requested research requires a major time commitment the Commission should decide whether to undertake the study for the request ~~Commission decision~~

Note: State To help staff get you the information you need without spending time assembling data you don't want explain your motive, intentions and context the context of your request.

## Protocol 3

### Citizen Service Request

- A. First Contact (The citizen brought the request directly to you and has had no prior contact with City staff.)
- Place call to the appropriate Department
  - If urgent, go to the City Manager
- B. Unsatisfactory Contact (The citizen has already contacted City staff and either did not get service or is appealing a rejection by staff to you.)
- Obtain as much information as possible from the contact
  - Avoid making promises or assigning blame until you have checked with staff and learned the rest of the story
  - Call City Manager and Department Head for resolution

Note: Commissioners should be clear on their expectations, timeframe and response back on actions

<b>Protocol 4</b>	<b>Agenda Item</b>
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- A. Placing an Item on the Agenda
  - Routine recognition or celebration - Call City Clerk's Manager's Office
  - Substantial Policy Issue – Discuss with City Manager and raise issue at workshop for Commission consideration
- B. Questions on Agenda
  - Call the staff person who is ~~the author~~ listed as presenter on the agenda action form ahead of time and give a “heads up”

<b>Protocol 5</b>	<b>Communications: Commission and Staff</b>
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- Tell One/Tell All: Information and answers to questions goes to all commissioners at the same time
- Avoid surprises or last minute items
- Mayor- and Commissioners keep each other informed

<b>Protocol 6</b>	<b>Employee Contact</b>
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1. Listen to their comments
2. Ask: “Have you contacted the supervisor?”
3. Inform City Manager of the contact (if there is a need for follow up or information he may not be aware of)

<b>Protocol 7</b>	<b>Commission Meetings</b>
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- A. Televising All Commission Meetings both (regular meetings and workshops)
- B. Public Comments: Placement on Agenda  
“Public Comment” last on the agenda for
  - ~~Speak on non-agenda items~~
  - ~~Time limit~~

Note: Placement of public request is specified in City ordinances

- C. B. Comment on Topics  
At Mayor's discretion, audience may speak on agenda items when they come up for Commission action

<b>Protocol 8</b>	<b>Spokesperson</b>
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- Mayor – will be spokesperson for policy matters
- City Manager or Department Head – will be spokesperson for management and organizational matter
- Public Information Officer (PIO) will coordinate City public and media statements and will serve as spokesperson when assigned to do so by Mayor or City Manager.

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 9, 2019

Short Title: Amend Code of Ordinances Section 2-211 regarding City Departments- **J ARNDT**

Category: Ordinance

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

**Background Information:** The City Manager's Office has worked with multiple departments over the last several months to create a new department which will be known as the Customer Experience Department. This item serves to update the list of departments in the Paducah Code of Ordinances to separate the Clerk's office from the General Government Department, re-title the General Government Department as the Administration Department and add the Customer Experience Department.

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

If yes, please list the Action Step Item Codes(s): O-2

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Adopt an amendment to section 2-211 of the Paducah Code of Ordinances to align with the organizational structure.

**Attachments:**

1. 2-211 Amend Departments Administration - City Clerk - Customer Experience

**CITY OF PADUCAH**  
**ORDINANCE NO. 2019-\_\_\_\_-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V  
“DEPARTMENTS”, SECTION 2-211 “ESTABLISHMENT”,  
OF THE CODE OF ORDINANCES OF THE CITY OF  
PADUCAH, KENTUCKY**

WHEREAS, this Ordinance amends Chapter 2, Article V “Departments” of the *Code of Ordinances of the City of Paducah, Kentucky*, regarding the establishment of City Departments; and

WHEREAS, this Ordinance is being amended to separate the Clerk’s Office from the General Government Department, rename the General Government Department as the Administration Department, and create a new department to be known as the Customer Experience Department;

**NOW THEREFORE** be it ordained by the City Commission of the City of Paducah as follows:

**SECTION 1.** That the City of Paducah, Kentucky hereby amends Section 2-211 of the Paducah Code of Ordinances as follows:

Sec. 2-211 Establishment

The following departments of the city are hereby established under the direction and supervision of the city manager:

- (1) ~~General Government.~~ Administration.
- (2) Finance.
- (3) Human Resources.
- (4) Police.
- (5) Fire.
- (6) Public Works.
- (7) Engineering.
- (8) Parks and Recreation.
- (9) Planning.
- (10) Information Technology.
- (11) City Clerk.
- (12) Customer Experience.

**SECTION 2. SEVERABILITY.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

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

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

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

ATTEST:

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

Introduced by the Board of Commissioners, June 25, 2019

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

Recorded by the City Clerk, \_\_\_\_\_

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

Ord\2-211 Amend Departments Administration - City Clerk - Customer Experience

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 9, 2019

**Short Title:** Amend Code of Ordinances Sections 18-61, 18-62 and 18-63 to adjust permit fees and charges in the Fire Prevention Division - **S KYLE**

**Category:** Ordinance

**Staff Work By:** Les Fugate, Steve Kyle

**Presentation By:** Steve Kyle

**Background Information:** Fees were studied as a part of revenue enhancement. The committee that studied revenue enhancement recommended that we raise fees that don't match the county's fees currently. The attached fee schedule only addresses raising the fees that were below the county's fees.

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

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

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

**Staff Recommendation:** Approve an ordinance amending Sections 18-61 through 18-63 of the Paducah Code of Ordinances to increase fees related to permitting to match McCracken County's fees.

**Attachments:**

1. Ordinance
2. Summary of Ordinance change Section 18

ORDINANCE NO. 2019-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 18-61, 18-62, and  
18-63 OF THE CODE OF ORDINANCES  
OF THE CITY OF PADUCAH

WHEREAS, the City of Paducah has not increased its building and/or electrical permit fees since 1980; and

WHEREAS, McCracken County, Kentucky's building and/or electrical permit fees are in excess of the City of Paducah's permit fees; and

WHEREAS, in order raise revenues, alleviate confusion and ensure fees are equitable in McCracken County, the City of Paducah has determined that an increase of building and/or electrical permit fees to that equivalent with McCracken County, Kentucky is appropriate.

NOW THEREFORE, be it ordained by the City of Paducah:

SECTION 1. That Section 18-61 is hereby amended to read as follows:

Sec. 18-61. - Issuance of permits; permit fees.

- (a) The Building and/or Electrical Inspector shall, upon their approval of plans and specifications for buildings and structures and components therein, in accordance with the provisions of the building codes adopted by this chapter and all laws and ordinances relating to the same subject matter, issue a permit required by said building codes to the applicant therefor upon the payment to the City of the fees set forth in subsection ~~(e) and (g)(d)~~ of this section based upon the value of construction, alteration or repair of the building or structure, **as determined with building valuation data**, less the contract price of the electrical contract as determined in subsection (b) of this section **and, less the contract price of the HVAC contract as determined by subsection (c) of this section.** ~~A credit against the fee shall be given for the fee paid for plan review under section 8-48 when said plan review fee is paid on the building for which the building permit is issued.~~
- (b) For making electrical inspections as provided in this article, there shall be a charge for electrical contractors, where the contract price can be determined and verified **or based upon the value of construction, alteration or repair**, as set forth in subsection (f)~~(d)~~ of this section., ~~based on the electrical contract. For all other electrical inspections, the fees shall be charged as set forth in subsection (e) of this section.~~
- (c) **For making HVAC inspections as provided in this chapter, there shall be a charge for HVAC contractors, based upon the value of initial installation, alteration, replacement and repairs as set forth by the Department of Housing Building and Construction, HVAC division.**

(d)(e) The Fire Prevention Division shall issue permits for the demolition, wrecking, razing or moving of buildings or other structures, as required by the codes adopted by the City, when the applicant therefor has complied with provisions of the codes adopted by the City and adopted by this Code and all laws and ordinances relating to the same subject matter, and has paid to the City a fee of \$50.00 for one and two family dwellings and \$100.00 for all other uses. All demolition permits shall expire at the end of sixty (60) days. All applicants for a demolition permit shall provide the Fire Prevention Division a site at which all nonsalvageable materials will be dumped. A certificate of liability insurance in the minimum amount of \$100,000.00 combined single limit for personal injury and property damage shall be required when the building being demolished is within five feet of any building owned by another person. All demolitions shall include all material above and below grade, covered with dirt, seeded and fertilized, except as hereinafter provided. If the slab is touching a party wall, the owner may, instead of removing the slab, provide a solid screening barrier of appropriate size approved by the Fire Prevention Division, along the portions of the property adjoining rights-of-way. A sewer disconnect permit shall be obtained from the Paducah McCracken County Joint Sewer Agency to cap or plug all sewer connections. All sewer connections related to a permitted demolition shall be properly plugged and inspected by the Fire Prevention Division prior to abandonment.

(e)(d) Building permit fees for new construction and additions subject to minimum or flat fees below: Subject to the minimum fees set out in subsection (e) of this section:

- (1) If the value is less than \$35,000.00, the fee shall be ~~\$20.00~~ 150.00.
- (2) If the value is more than \$35,000.00, the fee shall be ~~\$20.00~~ 150.00 for the first \$35,000.00, plus \$4.00 for each additional \$1,000.00 or fractional part thereof, up to and including \$100,000.00.
- (3) If the value is more than \$100,000.00, up to and including \$500,000.00, the fee shall be ~~\$408~~ 10.00 plus \$3.00 for each additional \$1,000.00, up to and including \$500,000.00.
- (4) If the value is more than \$500,000.00, up to and including \$10,000,000.00, the fee shall be ~~\$1,608~~ 10.00 plus \$1.00 for each \$1,000.00, up to and including \$10,000,000.00.
- (5) If the value is more than \$10,000,000.00, the fee shall be \$11,108 10.00 plus \$0.50 for each \$1,000.00 thereafter.

**One and Two Family Residential Building Flat / Minimum Permit Fee Schedule**

<b>WORK</b>	<b>Flat Fee</b>	<b>Minimum Fee</b>
Accessory Buildings	\$60.00	
Swimming Pool	\$75.00	
Fence	\$60.00	
Mechanical (venting, gas lines, exhaust, other)	\$60.00	
Renovations/ Repairs		\$60.00 (g)
Residential Generator (Fuel Gas)	\$75.00	
Decks / Patios / Skirt walls		\$60.00 (g)

**Miscellaneous Permit Fee Schedule**

<b>WORK</b>	<b>Flat Fee</b>	<b>Minimum Fee</b>
Tents/Canopy/Stand	\$60.00	
Kiosk		\$60.00 (g)
Property Maintenance	\$60.00	
Signs		\$60.00 (g)
Other commercial (remodels, repairs & work not specifically referenced)		\$60.00 (g)

- (f) ***Electrical Permit fees subject to minimum or flat fees below:***
- (1) If the value is less than \$23,000.00, the fee shall be \$100.00.**
  - (2) If the value is more than \$23,000.00, the fee shall be \$100.00 for the first \$23,000.00, plus \$4.00 for each additional \$1,000.00 or fractional part thereof, up to and including \$100,000.00.**
  - (3) If the value is more than \$100,000.00, up to and including \$500,000.00, the fee shall be \$408.00 plus \$3.00 for each additional \$1,000.00, up to and including \$500,000.00.**
  - (4) If the value is more than \$500,000.00, up to and including \$10,000,000.00, the fee shall be \$1,608.00 plus \$1.00 for each \$1,000.00, up to and including \$10,000,000.00.**
  - (5) If the value is more than \$10,000,000.00, the fee shall be \$11,108.00 plus \$0.50 for each \$1,000.00 thereafter.**

**Miscellaneous Electrical Permit Fee Schedule**

WORK	Flat Fee	Minimum Fee
Residential Accessory Buildings		\$60.00 (g)
Residential Partial Rewire / Service upgrade/ Repairs		\$60.00 (g)
Residential Temporary services/ Manufactured Home Service		\$60.00 (g)
Residential Generator	\$75.00	
Residential Pool / Hot Tub	\$60.00	
Property Maintenance (with rewire)	\$100.00	
Property Maintenance (without rewire)	\$60.00	
Tents/Canopy/Stand		\$60.00 (g)
Electric for Sign		\$60.00 (g)
Railroad / Utility services / Kiosk		\$60.00 (g)

(g) Miscellaneous permit fees with \$60 minimum:

- (1) If the value is less than \$13,000.00, the fee shall be \$60.00.
- (2) If the value is more than \$13,000.00, the fee shall be \$60.00 for the first \$13,000.00, plus \$4.00 for each additional \$1,000.00 or fractional part thereof, up to and including \$100,000.00.
- (3) If the value is more than \$100,000.00, up to and including \$500,000.00, the fee shall be \$408.00 plus \$3.00 for each additional \$1,000.00, up to and including \$500,000.00.
- (4) If the value is more than \$500,000.00, up to and including \$10,000,000.00, the fee shall be \$1,608.00 plus \$1.00 for each \$1,000.00, up to and including \$10,000,000.00.
- (5) If the value is more than \$10,000,000.00, the fee shall be \$11,108.00 plus \$0.50 for each \$1,000.00 thereafter.

(h)(e) Other fees: ~~The minimum fee for all electrical inspections shall be:~~

- ~~(1) — Call-back inspections and all others, per trip: \$15.00.~~
- ~~(2) — Single-family units, two (2) inspections: \$60.00.~~
- ~~(3) — Multifamily units, up to eight (8) units, two (2) inspections per unit: \$50.00 per unit.~~
- ~~(4) — Temporary wiring as provided elsewhere in this article, for lights and power, which is not a power company temporary, or provided for in subsection (d) of this section: \$20.00.~~

- ~~(1)~~(5) For each additional inspection trip required to be made due to permittee's failure to comply with all ~~electrical~~ codes and standards of safety, each trip: \$2515.00.
- ~~(2)~~(6) For all work performed on Sundays, holidays and after regular working hours, at the request of the permittee, all fees heretofore numerated shall be doubled.
- ~~(3)~~(7) The Fire Chief or designee is hereby authorized to and shall have the responsibility for setting a reasonable inspection fee for any wiring, device, apparatus, appliance or equipment which is not specifically covered herein.
- (i)(f) In the event that any construction, razing or moving of any building or structure is commenced before a permit is issued for the same by the Fire Prevention Division, a penalty shall be charged for the issuance of a permit in addition to the regular fee, as required by the Kentucky Building and Residential Code.

SECTION 2. That Section 18-62 is hereby amended to read as follows:

Sec. 18-62. – Reserved Fees for examination and approval of plans.

~~(a) — The Fire Prevention Division, upon application being made for approval or disapproval of plans and specifications for buildings in accordance with the Kentucky Building Code and the Kentucky Residential Code and all other laws and ordinances relating thereto, shall collect a fee for the City as follows:~~

~~(1) — New construction Plan review fees.~~

~~a. — New construction Plan review fees for the City will be based one-tenth of one percent or 0.001 of the cost of construction per square foot. The costs per square foot for occupational uses are:~~

**Per Square Foot**

**Residential ..... \$20.00**

**Assembly occupancies:**

**Nightclubs/restaurants ..... 35.00**

**All other assembly ..... 30.00**

**Educational ..... 20.00**

**Day care centers ..... 20.00**

**Business ..... 20.00**

**Mercantile ..... 20.00**

~~Industrial factories ..... 20.00~~

~~Warehouses ..... 11.00~~

~~Institutional ..... 25.00~~

~~Frozen food plants ..... 20.00~~

~~High hazard ..... 30.00~~

~~All other nonresidential ..... 20.00~~

~~b. For additions to existing buildings that will not involve a change of use for the entire building, or result in any other situation which would require the entire building to conform to the Kentucky Building Code, then only the cost of the additional square footage will be used to calculate the fee.~~

~~c. For an existing building that will result in a change of use or occupancy, the rate will be based upon the new occupancy use and the total square footage for the entire building or structure will be used to calculate the fee.~~

~~d. For any alterations or repairs as set out in article 1, section 1, paragraph (9), article 1, section 4, and article 1, section 6 of the Kentucky Building Code, a fee will be charged. The owner or owner's representative will submit the contractor's costs and the 0.001 multiplier will be applied to that figure to determine the fee.~~

~~e. Plan review and inspection fees will be included with plans at the time of submission for approval. The Building and/or Electrical Inspector will check all plans prior to review to ensure that the proper fees have been paid.~~

~~(2) Automatic sprinkler review fee and all other fire protection devices. The fee for the sprinkler review is based on the number of sprinkler heads in the system and the same as the Kentucky Building Code.~~

~~(b) All approval of plans shall expire upon adoption of a new edition of the KBC or KRC unless permits have been obtained and are in good standing at the time of adoption.~~

SECTION 3. That Section 18-63 is hereby amended to read as follows:

Sec. 18-63. —**Occupancy** inspection fees.

(a) The Fire Prevention Division shall provide inspections for compliance with the Kentucky Building Code and the Kentucky Residential Code adopted by the City, and, whenever the inspections are made for issuing a certificate of occupancy or compliance, whether for new or old construction, except new construction in which compliance with plans and specifications only is sought for which other fees are to be paid, the Inspector shall collect a

fee of ~~\$100.00~~\$25.00 for inspection of buildings ~~up to two thousand (2,000) square feet of floor space, plus \$10.00 for any portion of the next two thousand (2,000) square feet of floor area, and \$5.00 for each additional two thousand (2,000) square feet of area~~ or any part thereof, for the inspection and certificate.

- ~~(b) In the event of the finding of noncompliance, the Inspector shall collect a fee of \$10.00 for each reexamination plus \$1.00 for each item to be reexamined in excess of one. No certificate so issued shall be construed as a guarantee against any defects, faulty material or workmanship or any hazard which may exist on the inspected property, nor shall any certification be a guarantee against future noncompliance with any code when a change in condition or adoption of a stricter code subsequently occurs.~~
- ~~(c) Inspectors employed by the City or agencies of the City to make inspections in federally assisted project areas are hereby authorized to provide inspections for compliance with the Kentucky Building Code within the project areas; provided, however, that any inspectors performing services relating to any specific code must be adequately qualified and where required must possess any necessary certificates or licenses as may otherwise be required of Building and/or Electrical Inspectors of the City. Any inspectors employed for service in such federally assisted project areas shall be responsible for coordinating their activities with the Deputy Chief/Fire Marshal of the Fire Prevention Division and to assist in seeing that all improvements and alterations are properly permitted and generally that all applicable provisions of this Code and any other ordinances of the City and statutes of the Commonwealth are complied with.~~

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:

\_\_\_\_\_  
City Clerk

Introduced by the Board of Commissioners, \_\_\_\_\_, 2019

Adopted by the Board of Commissioners, \_\_\_\_\_, 2019

Recorded by City Clerk, \_\_\_\_\_, 2019

Published by *The Paducah Sun*, \_\_\_\_\_, 2019

Ord\18-61 Fire Prevention permit fees

Ordinance prepared by Stacey Blankenship

230097

## Ordinance change Section 18

### Summary:

The proposed changes to Section 18 of the City of Paducah Code of Ordinances are intended to: clarify the values used to determine the cost of construction, clarify the separation of fees for the State mandated HVAC permits, and bring Paducah's minimum fees up to the level of McCracken County.

Building permit minimum fees were changed from \$20 to \$150 for new construction projects not exceeding \$35,000. The table of fees was adjusted \$2 per 1000 to accommodate, but the \$4, \$3, \$1 & \$0.50 incremental structure was left unchanged.

Renovation, repair and miscellaneous work permit minimum fees were changed from \$20 to \$60, with a few flat fee exceptions closely matching the County's fee structure. A new table of fees was created for the \$60 minimum with an incremental structure matching the building and electrical tables.

Electrical permit minimum fees were changed from \$20 to \$100 for work not exceeding \$23,000. The table of fees with \$4, \$3, \$1 & \$0.50 incremental structure was left unchanged. There are some flat fees below the \$100 minimum for minor work, again with the intent to closely match the County system.

A change was made to the demolition fee for commercial property demolitions increasing the fee from \$50 to \$100. Residential demolition fee was unchanged.

A change was made to the repeat inspection fee section. Inspections failing to comply under initial inspection can be assessed a fee of \$25 per trip. This was a change from \$15 per trip.

The plan review section has been deleted in its entirety. The deletion removes the requirement to collect plan review fees and then apply them toward permit fees.

A change was made to the occupancy inspection fee section. The change raises the minimum fee and removes the calculation based upon square footage with incremental fee structure. The new flat fee is \$100. This fee is for changes of occupancy or use, projects with work requiring permit are exempt from this fee.

Respectfully,

Les Fugate