



**CITY COMMISSION MEETING
 AGENDA FOR NOVEMBER 26, 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 Customer Experience Representatives Alexandra Sherwood & Justin Warmath

PRESENTATION Shift Workshop 2019 Project Presentations

PRESENTATION The National Quilt Museum Update - Frank Bennett

PRESENTATION Civic Beautification Board Business Awards

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.

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| | I. | <u>CONSENT AGENDA</u> |
| | | A. Approve Minutes for November 12 and November 14, 2019 |
| | | B. Reappointment of Lorraine Schramke to the Planning Commission |
| | | C. Appointment of Valerie Pollard to the Planning Commission |
| | | D. Appointment of David Barnett to the Board of Ethics |
| | | E. Appointment of Ania Lasota to the Civic Beautification Board |
| | | F. Reappointment of William Cox, Bill Pinkston, Neel Carroll to the Brooks Stadium Commission |
| | | G. Receive & File Documents |
| | | H. Personnel Actions |
| | | I. Acceptance of the KOHS 2019 Grant Award in the amount of \$442,181.76 for an EOD Robot for the Paducah Police Department's FBI Certified Bomb Squad - B LAIRD |

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| | | J. Authorize Renewal Application for Local Expanded Jurisdiction - G CHERRY |
| | | K. African American Civil Rights Preservation Project Grant Application in the amount of \$100,320 for the Hotel Metropolitan - T WILSON |
| | | L. Save America's Treasures Preservation Projects Grant Application in the amount of \$200,000 - T WILSON |
| | | M. Approve procurement of new security system for City Hall from System Solutions of Paducah, KY. The total amount for hardware and installation will be \$38,910.23 - S CHINO |
| | | N. Approve Memorandum of Agreement with the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways to accept funds in the amount of \$650,000 for improvements to South 25th Street - J ARNDT |
| | II. | <u>ORDINANCE(S) - ADOPTION</u> |
| | | A. Amend Code of Ordinances Section 106-126 to raise the City's Insurance Premium Tax from 6% to 7% - J ARNDT |
| | | B. Authorize a Bond Issuance of \$22,000,000 in General Obligation Bonds, Series 2020A, for Construction of an Indoor Aquatic and Recreation Center - J ARNDT & MARK RAWLINGS |
| | | C. Contract Amendment #2 in the amount of an increase of \$46,689 for the HDR Engineering, Inc for Greenway Trail Phase IV - R MURPHY |
| | | D. Authorize the City Manager and Finance Director to implement service fees for the acceptance of credit cards, debit cards and e-check payments by the City of Paducah - M SMOLEN |
| | | E. Amend Code of Ordinances Chapter 14 related to Dogs at Special Events - J ARNDT |
| | III. | <u>ORDINANCE(S) - INTRODUCTION</u> |
| | | A. Closure of a portion of an Alley on the West Side of South 6th Street between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue - R MURPHY |
| | IV. | <u>DISCUSSION</u> |
| | | A. Discussion related to Amending Chapter 42 of the Paducah Code of Ordinances related to Junk Cars - S KYLE |
| | V. | <u>COMMENTS</u> |
| | | A. Comments from the City Manager |
| | | B. Comments from the Board of Commissioners |

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| | | C. Comments from the Audience |
| | VI. | <u>EXECUTIVE SESSION</u> |

November 12, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, November 12, 2019, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

INVOCATION:

Commissioner McElroy led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

INTRODUCTION OF NEW EMPLOYEES: Police Chief Brian Laird introduced Robyn Hood, 911 Division Manager. Planning Director, Tammara Tracy, introduced Melanie Reason, Neighborhood Project Planner.

CONSENT AGENDA

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

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| I(A) | Approve Minutes for the October 22, 2019, Board of Commissioners Meeting |
| I(B) | Receive and File Documents <i>Minute File:</i> <ol style="list-style-type: none">1. Certificate of Liability Insurance – Thomas & Sons Concrete, LLC2. Letter of Transfer – recycling equipment to Ballard County Recycling Center <i>Deed File:</i> <ol style="list-style-type: none">1. Deed of Conveyance – Luverta Shaw to City of Paducah 1321 South 8th Street – MO #2285 <i>Contract File:</i> <ol style="list-style-type: none">1. Contract For Services – River Heritage Museum – CM Signed2. Contract Amendment – Tyler Technologies, Inc. – MO #22943. Contract with HDR for geotechnical and environmental review – City Block – MO #22954. Contract For Services – Bacon, Farmer, Workman Engineering & Testing, Inc. – Riverfront Landmass Flood Scour – CM Signed5. Contract For Services – Bacon, Farmer, Workman Engineering & Testing, Inc. – Facilities Survey and Plan – CM Signed <i>Financials File:</i> <ol style="list-style-type: none">1. Paducah Water – month ended September 30, 2019 |
| I(C) | Personnel Actions |
| I(D) | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES WITH PEEL & HOLLAND FINANCIAL GROUP FOR ADMINISTRATION OF THE CITY OF PADUCAH’S HEALTH INSURANCE IN AN AMOUNT OF \$78,900 PLUS \$200 PER HOUR, SUBJECT TO A MINIMUM |

November 12, 2019

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| | RETAINER OF \$5,000, FOR REQUESTED SERVICES RELATED TO EMPLOYEE BARGAINING, LEGAL MATTERS, AND DISPUTES OR OTHER SIMILAR ISSUES AND AUTHORIZES THE EXECUTION OF THE ADVISORY AGREEMENT SERVICES ADDENDUM MO #2296, BK 11 |
| I(E) | A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE LINDA AND JERRY BRUCKHEIMER PRESERVATION FUND FOR A GRANT IN THE AMOUNT OF \$10,000 IN PARTNERSHIP WITH THE PADUCAH ART HOUSE ALLIANCE (PAHA) FOR THE COLUMBIA THEATER ROOF RESTORATION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME MO#2297, BK 11 |
| I(F) | A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 831 CAMPBELL STREET FROM SABRINA, INC. AND RICHARD O'HAIR TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE MO #2298, BK 11 |
| I(G) | A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A BROWNFIELDS GRANT THROUGH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY IN AN AMOUNT OF \$300,000 FOR ASSESSMENT AND CLEANUP OF BROWNFIELDS IN AND AROUND THE OPPORTUNITY ZONE MO #2299, BK 11 |

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

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

MUNICIPAL ORDER

APPROVE CHANGE ORDER NO. 1 WITH YOUNGBLOOD EXCAVATING & CONTRACTING, LLC

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING CHANGE ORDER NO. 1 WITH YOUNGBLOOD EXCAVATING & CONTRACTING, LLC, FOR A CONTRACT REDUCTION IN THE AMOUNT OF \$16,208 FOR CONSTRUCTION OF THE GREENWAY TRAIL PHASE IV AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER," be adopted.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).
(MO # 2300; BK 11)

ORDINANCE(S) – ADOPTIONS

APPROVE INTERLOCAL COOPERATIVE AGREEMENT WITH THE McCRACKEN COUNTY PVA

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL

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COOPERATIVE AGREEMENT AMONG THE CITY OF PADUCAH, KENTUCKY AND THE MCCRACKEN COUNTY PROPERTY VALUATION ADMINISTRATOR FOR THE HIRING OF A NEW EMPLOYEE TO COMPLETE PROPERTY INSPECTIONS WITHIN THE CITY LIMITS OF PADUCAH, KENTUCKY.” This ordinance is summarized as follows: This ordinance authorizes the execution of an Interlocal Cooperative Agreement between the City of Paducah and the McCracken County Property Valuation Administration (PVA) for the purpose of hiring a new employee for the PVA to complete property inspections within the City of Paducah. This Interlocal Cooperative Agreement will be in the amount of \$13,335 with a term beginning on the date of execution until September 30, 2020.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).
(ORD # 2019-11-8596; BK 35)

ORDINANCE(S) – INTRODUCTION

AMENDMENT #2 FOR HDR ENGINEERING, INC. FOR GREENWAY TRAIL PHASE IV

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, , “AN ORDINANCE APPROVING CONTRACT AMENDMENT NO. 2 WITH HDR ENGINEERING, INC. FOR A PRICE INCREASE IN THE AMOUNT OF \$46,689 FOR PROFESSIONAL DESIGN SERVICES FOR THE GREENWAY TRAIL PHASE IV PROJECT.” This Ordinance is summarized as follows: the City of Paducah approves and authorizes the execution of Contract Amendment No. 2 to the contract with HDR Engineering, Inc. for the Greenway Trail Phase IV Project. This Amendment increases the contract cost by \$46,689.00 for additional labor hours already completed, final record drawings, final walkthrough, and approval of remaining payment applications, resulting in a total contract price of \$134,189.00.

AUTHORIZE THE CITY MANAGER AND FINANCE DIRECTOR TO IMPLEMENT SERVICE FEES

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH AUTHORIZING THE CITY MANAGER AND FINANCING DIRECTOR TO IMPLEMENT SERVICE FEES FOR THE ACCEPTANCE OF CREDIT CARD, DEBIT CARD, AND E-CHECK PAYMENTS BY THE CITY OF PADUCAH.” This ordinance is summarized as follows: This ordinance authorizes the City Manager and the City Finance Director to establish and implement a credit card and debit card service fee not to exceed four percent (4%) and an e-check processing fee of \$1.50 to cover the City’s costs of accepting such payment forms.

AMEND CODE OF ORDINANCES CHAPTER 14 RELATED TO DOGS AT SPECIAL EVENTS

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, , “AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This ordinance is summarized as follows: this ordinance amends Sections 14-31 and 14-32 of the Paducah Code of Ordinances to restrict dogs at special community events. This amendment defines special community events as all events permitted within City limits, regardless of whether the City is the organizer or sponsor. This restriction shall not apply to service dogs or to dogs whose owner’s residence is located within the area designated for special events so long as all service and resident dogs are restrained by a leash or other

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lead that is no longer than three (3) feet. This restriction shall also not apply to events which specifically provide for and include that dogs may be brought into the area for the permitted event.

AMEND CODE OF ORDINANCES SECTION 106 TO RAISE INSURANCE PREMIUM TAX

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 106 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH." This ordinance is summarized as follows: this ordinance amends Section 106-126 of the Paducah Code of Ordinances to raise the Insurance Premium Tax from 6% (six percent) to 7% (seven percent). The increase of the Insurance Premium Tax will provide additional revenue that is necessary to assist in the funding of employee pensions, as well as the funding for the design, construction administration, and construction of an indoor recreation and aquatic facility for use by the citizens of the City of Paducah. The full text of each section that imposes taxes shall be published in accordance with KRS 83A.060.

AUTHORIZE A BOND ISSUANCE OF \$22,000,000 IN GENERAL OBLIGATION BONDS FOR CONSTRUCTION OF INDOOR AQUATIC AND RECREATION CENTER

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2020A IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$22,000,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING THE PRINCIPAL AMOUNT OF BONDS BY UP TO \$2,200,000 OR DECREASING THE PRINCIPAL AMOUNT OF BONDS BY ANY AMOUNT) FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, EQUIPPING, AND INSTALLATION OF A MUNICIPAL SPORTS AND RECREATIONAL FACILITY LOCATED WITHIN THE JURISDICTIONAL BOUNDARIES OF THE CITY; APPROVING THE FORMS OF THE BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF A NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING A BOND PAYMENT FUND; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BIDS OF THE BOND PURCHASER FOR THE PURCHASE OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES." This ordinance is summarized as follows: This Ordinance authorizes the issuance of general obligation bonds designated as Series 2020A in the approximate principal amount of \$22,000,000 (the "Bonds") by the City of Paducah, Kentucky (the "City"). The Bonds are to be issued for the purpose of financing all or a portion of the costs of the acquisition, construction, equipping, and installation of a municipal sports and recreational facility located within the jurisdictional boundaries of the City consisting of, without limitation, (i) an indoor aquatic facility with competitive swimming, warm water, and therapy amenities, (ii) basketball, volleyball, weight lifting, fitness, running, and walking amenities, (iii) concession amenities, (iv) viewing areas, (v) locker rooms, (vi) childcare space, and (vii) meeting space. Provisions are made in the Ordinance for the payment of the Bonds

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and the security therefor; for the application of the proceeds of the Bonds; for the establishment of a Bond Payment Fund; for the maintenance of the previously established sinking fund; and for certain covenants of the City with respect to the Bonds. The Bonds are to be sold at public, competitive sale, and shall mature, or be subject to mandatory sinking fund redemption, in varying amounts on February 1, 2020 and each February 1st thereafter through February 1, 2039. The Bonds pledge the full faith, credit, and taxing power of the City and provision is made for the collection of a tax to pay the principal of, and interest on the Bonds, subject to certain credits, as provided in Section 7 of the Ordinance. The full text of each section that imposes fees or taxes shall be published in accordance with KRS 83A.060.

DISCUSSION

Holiday Meeting Schedule

November 26 – Regular Meeting

December 10 - Regular Meeting

December 17 - Called Meeting because regular meeting falls on December 24

COMMISSION COMMENTS

Commissioner Wilson

- Congratulations to everyone who worked on, sponsored and participated in the Veterans Day festivities.
- Congratulated Paducah on receiving 1 of only 54 approved BUILD Grants.
- The SHIFT workshop was a success.

Mayor Harless

- Made remarks about the Veterans Day festivities.

Commissioner Abraham

- Comments on the downtown hotel development, TIF District and possible location for a hotel at the old nursing home site next to Holiday Inn Riverfront

Commissioner Watkins

- Keeping an open mind on potential locations for a new downtown hotel.

Commissioner Wilson

- The nursing home location is still under option from another developer.

Commissioner McElroy

- Remarked that the BUILD grant makes the downtown area more desirable.

ADJOURN

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

Meeting ended at approximately 6:33 p.m.

ADOPTED: November 26, 2019.

Brandi Harless, Mayor

November 12, 2019

ATTEST:

Lindsay Parish, City Clerk

November 14, 2019

At a Joint Called Meeting of the Paducah Board of Commissioners and McCracken County Fiscal Court, held on Thursday, November 14, 2019, at 5:00 p.m. in the Commissioner Chambers on the second floor of City Hall, located at 300 South 5th Street, Paducah, Kentucky. Mayor Harless and Judge Clymer presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). Upon call of the roll, by the County Clerk, the following McCracken County Fiscal Court members answered to their names: Commissioners Bartleman, Jones, Parker and Judge Executive Clymer (4).

INVOCATION

Commissioner Bartleman gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

PRESENTATION

Cliff Brown with Federal Engineering, Inc. presented to the City Commission and County Fiscal Court about upgrades needed E-911. A copy of the presentation is in the minute file.

DISCUSSION

E-911 DISCUSSION

Public Information Officer Pam Spencer offered the followed summary:

“The Paducah Board of Commissioners and the McCracken County Fiscal Court met at a called meeting to learn more about the equipment upgrades and needs at the local E-911 center which provides emergency and non-emergency services for the residents of the City of Paducah and McCracken County.

Project Manager Cliff Brown with Virginia-based Federal Engineering, Inc. made a presentation to both boards regarding the status of the upgrades and the remaining equipment, specifically the radio system, that is in critical need of replacement. In August 2016, the City authorized a contract with Federal Engineering to provide services including the planning, design, and implementation assistance for the replacement of the radio, telephony, and computer-aided dispatch (CAD) system. Several of those components have been upgraded or are in the process of being addressed with the radio system as one of the next large items in need of replacement.

McCracken County Judge Executive Craig Clymer said, “The number one priority exclusive to government is providing public safety. This is ground-level priority public service, and we’ve got to get it right.”

Paducah Mayor Brandi Harless said, “The radio is backbone of the communication of all the agencies, not just 911. It’s bigger than I imagined originally.”

November 14, 2019

Federal Engineering estimated in 2017 that the radio system upgrades could cost approximately \$13 to 14 million which would include the radio infrastructure, radios, and antenna sites.

The next steps are to update the cost estimates for the project due to advances in technology and vendor products, determine a funding method, and develop a Request for Proposals (RFP) for procurement of a new radio system.

Since 2016, 911 Communications Services has been structured under the City of Paducah with various user groups contracting for dispatching services. E-911 currently is a division of the Paducah Police Department. The 911 Center receives more than 150,000 calls per year.”

ADJOURN

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

The McCracken County Fiscal Court adjourn their meeting.

Meeting ended at approximately 5:58 p.m.

ADOPTED: November 26, 2019.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

November 26, 2019

Minute File:

1. Notice of Called Joint Meeting for the Board of Commissioners of the City of Paducah, Kentucky, and McCracken County Fiscal Court for November 14, 2019, at 5:00 p.m.
2. Certificate of Liability Insurance – John Powell
3. Right-of-Way Bond – John Powell
4. Certificate of Liability Insurance – KY Backhaul Transmission Networks, LLC

Contract File:

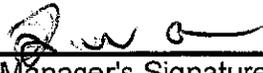
1. Strategic Health Risk Advisor & Strategic Benefit Placement Services – Peel & Holland and City of Paducah – MO #2296
2. Linda and Jerry Bruckheimer Preservation Fund for Kentucky Grant – MO #2297
3. Agreement between Peel & Holland and City of Paducah – 2019-2020 – Well-Score Wellness Program – signed by CM
4. Agreement between the City of Paducah and Aramark Uniform Services – Extension of original contract for Engineering-Public Works Uniform Services renewed through November 2, 2020 – ORD 2016-11-8446

Financials File:

1. Transit Authority of City of Paducah – Year ended June 30, 2019

CITY OF PADUCAH
November 26, 2019

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

11/21/19

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
November 26, 2019**

NEW HIRE - FULL-TIME (F/T)

| <u>FINANCE</u> | <u>POSITION</u> | <u>RATE</u> | <u>NCS/CS</u> | <u>FLSA</u> | <u>EFFECTIVE DATE</u> |
|-----------------|-----------------|-------------|---------------|-------------|-----------------------|
| Gray, Kristi L. | Accountant | \$25.00/hr | NCS | Ex | November 25, 2019 |

*Note: Kristi will start with 5 paid days of vacation available for use immediately, waiving the 6 month waiting period.

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|-----------------|-------------|------------|-----|----|------------------|
| Suazo, Stefanie | HR Director | \$41.64/hr | NCS | Ex | December 5, 2019 |
|-----------------|-------------|------------|-----|----|------------------|

*Note: Stefanie will start with 10 paid days of vacation, available for use immediately, waiving the 6 month waiting period.

POLICE-ADMINISTRATION

| | | | | | |
|--------------------|-----------------|------------|-----|--------|------------------|
| Miller, Sabrina N. | Records Clerk I | \$15.27/hr | NCS | Non-Ex | December 5, 2019 |
| Farrell, Mary K. | Records Clerk I | \$15.27/hr | NCS | Non-Ex | December 5, 2019 |

NEW HIRE - PART-TIME (P/T)

| <u>PLANNING</u> | <u>POSITION</u> | <u>RATE</u> | <u>NCS/CS</u> | <u>FLSA</u> | <u>EFFECTIVE DATE</u> |
|-------------------|--------------------------|-------------|---------------|-------------|-----------------------|
| Chandler, Melissa | Administrative Assistant | \$10.00/hr | NCS | Non-Ex | December 5, 2019 |

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

| <u>EPW-ADMINISTRATION</u> | <u>PREVIOUS POSITION AND BASE RATE OF PAY</u> | <u>CURRENT POSITION AND BASE RATE OF PAY</u> | <u>NCS/CS</u> | <u>FLSA</u> | <u>EFFECTIVE DATE</u> |
|---------------------------|---|--|---------------|-------------|-----------------------|
| Collins, Deborah S. | Administrative Assistant III \$16.98/hr | Administrative Assistant III \$18.00/hr | NCS | Non-Ex | November 21, 2019 |

POLICE-ADMINISTRATION

| | | | | | |
|------------------|-------------------------------|--------------------------------|-----|--------|------------------|
| Miller, Vicki L. | Records Clerk I \$15.27/hr | Records Clerk II \$16.50/hr | NCS | Non-Ex | December 5, 2019 |
|------------------|-------------------------------|--------------------------------|-----|--------|------------------|

FIRE-SUPPRESSION

| | | | | | |
|------------------|-----------------------------|---------------------------------|-----|--------|--------------------|
| Fuchs, Jennifer | Lieutenant \$17.40/hr | Acting Captain \$18.56/hr | NCS | Non-Ex | October 6, 2019 |
| Smith, Joseph E. | Relief Driver \$15.63/hr | Acting Lieutenant \$17.19/hr | NCS | Non-Ex | September 30, 2019 |
| Gray, Justin | Relief Driver \$15.91/hr | Acting Lieutenant \$17.19/hr | NCS | Non-Ex | October 3, 2019 |

PARKS SERVICES

| | | | | | |
|--------------|--------------------------|--------------------------|-----|--------|-------------------|
| Wade, Edward | Laborer-PT \$10.00/hr | Laborer-FT \$14.05/hr | NCS | Non-Ex | November 14, 2019 |
|--------------|--------------------------|--------------------------|-----|--------|-------------------|

TERMINATIONS - FULL-TIME (F/T)

| <u>EPW-MAINTENANCE</u> | <u>POSITION</u> | <u>REASON</u> | <u>EFFECTIVE DATE</u> |
|----------------------------|------------------------|---------------|-----------------------|
| Giurintano, Christopher A. | Journeyman Electrician | Resignation | November 22, 2019 |

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

| <u>PARKS SERVICES</u> | <u>POSITION</u> | <u>REASON</u> | <u>EFFECTIVE DATE</u> |
|-----------------------|-------------------------|---------------|-----------------------|
| Crim, Donovan B. | Recreation Leader | End of Season | November 13, 2019 |
| Darnell, Teresa M. | Tot School Assistant | Resignation | November 13, 2019 |
| Fulton, Audrey | Summer Camp Coordinator | End of Season | November 13, 2019 |
| Grogan, Josh | Pool Manager | End of Season | November 13, 2019 |
| Grogan, Sophie | Head Lifeguard | End of Season | November 13, 2019 |

**CITY OF PADUCAH
PERSONNEL ACTIONS
November 26, 2019**

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|--------------------|-------------------------|---------------|-------------------|
| Grogan, Weston | Lifeguard | End of Season | November 13, 2019 |
| Hargrove, Molly F. | Summer Camp Coordinator | End of Season | November 13, 2019 |
| Hollar, Noah C. | Coach | End of Season | November 13, 2019 |
| Hudspeth, Elijah | Lifeguard | End of Season | November 13, 2019 |
| Hutson, William E. | Summer Camp Coordinator | End of Season | November 13, 2019 |
| McBride, Camryn | Lifeguard | End of Season | November 13, 2019 |
| McSparin, Wesley | Sports Official | End of Season | November 13, 2019 |
| Milford, Madeleine | Recreation Leader | End of Season | November 13, 2019 |
| Perkins, Tristyn | Pool Attendant | End of Season | November 13, 2019 |
| Pyron, Trevor | Recreation Leader | End of Season | November 13, 2019 |
| Raber, Grace | Head Pool Attendant | End of Season | November 13, 2019 |
| Shaw, Steve | Sports Official | End of Season | November 13, 2019 |
| Spencer, Shelbi | Lifeguard | End of Season | November 13, 2019 |
| Stewart, Kelly | Summer Camp Coordinator | End of Season | November 13, 2019 |
| Williams, Taylor | Recreation Leader | End of Season | November 13, 2019 |
| Atnip, Quinn | Lifeguard | End of Season | November 13, 2019 |

EPW-FLOODWALL

| | | | |
|--------------------|--------------------|----------|------------------|
| Claxton, Donald F. | Temp Pump Operator | Seasonal | November 7, 2019 |
| Bailey, James M. | Temp Pump Operator | Seasonal | November 7, 2019 |

Agenda Action Form Paducah City Commission

Meeting Date: November 26, 2019

Short Title: Acceptance of the KOHS 2019 Grant Award in the amount of \$442,181.76 for an EOD Robot for the Paducah Police Department's FBI Certified Bomb Squad - **B LAIRD**

Category: Municipal Order

Staff Work By: Capt. Joe Hayes, Ty Wilson

Presentation By: Brian Laird

Background Information:

The Kentucky Office of Homeland Security (KOHS) grant program, funded by the U.S. Department of Homeland Security, can be used by city and county governments, area development districts and public universities to address high-priority preparedness gaps in order to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. In 2018, the City of Paducah received \$117,582 for the purchase of four (4) bomb suits for the Police Department's FBI Certified Bomb Squad.

For the 2019 KOHS funding cycle, the Paducah Police Department was authorized by Municipal Order 2240 to apply for funds for an EOD robot to replace the current outdated robot. The award is in the amount of \$442,181.76. There is not a match requirement for this project.

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

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

Funds Available: Account Name: 2019 Homeland Security Grant

Account Number: PO 00XX

Staff Recommendation: Authorize and direct the Mayor to execute all required grant award documents including the Kentucky Procurement Policy.

Attachments:

1. Municipal Order
2. Notice of Grant Award_Robot
3. Grant Contract_PD

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FOR A 2019 GRANT AWARD IN THE AMOUNT OF \$442,181.76 FOR THE PURCHASE OF AN EOD ROBOT FOR THE PADUCAH POLICE DEPARTMENT'S FBI CERTIFIED BOMB SQUAD AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a 2019 State Homeland Security Grant through the Kentucky Office of Homeland Security, in the amount of \$350,000, adopted by Municipal Order No. 2240 on May 28, 2019, to be used for the purchase of an EOD robot to replace the current outdated robot for the Paducah Police Department's FBI certified Bomb Squad; and

WHEREAS, the Kentucky Office of Homeland Security has approved the application and is now ready to award this grant in the amount of \$442,181.76.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount \$442,181.76 through the Kentucky Office of Homeland Security for a 2019 State Homeland Security Grant for the purchase of an EOD Robot for the Paducah Police Department's FBI Certified Bomb Squad, and authorizes the Mayor to execute the Grant Agreement and all related documents. No local or in kind match is required.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners November 26, 2019
Recorded by Lindsay Parish, City Clerk November 26, 2019
MO\grants\award – KOHS EOD Robot - Police Department 2019



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

Matthew G. Bevin
Governor

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

John W. Holiday
Executive Director

October 16, 2019

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

RE: City of Paducah
Homeland Security Grant Application # **19-032**

Dear Mayor Harless:

On behalf of Governor Matt Bevin, the Kentucky Office of Homeland Security (KOHS) would like to congratulate you on your successful grant application submitted for FFY-2019 State Homeland Security Grant Program funding. The project referenced below has been awarded **\$442,181.76**.

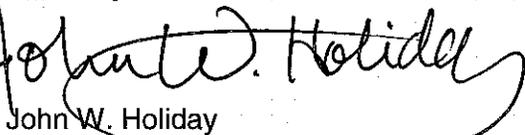
Approved Scope of Work: Provide funding for one Explosive Ordnance Disposal (EOD) robot requested in application 19-032 for the City of Paducah Police Department FBI Certified Bomb Squad.

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

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

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

Sincerely,


John W. Holiday



Commonwealth of Kentucky CONTRACT

DOC ID NUMBER:

SC 094 2000000781

Version: 1

Record Date:

Document Description: City of Paducah 19-032

Cited Authority: EMW-2019-SS-00030
2019 State Homeland Security Grant Program

Reason for Modification:

Issuer Contact:Name: Jennifer Annis
Phone: 502-564-2081
E-mail: jennifer.annis@ky.gov**Vendor Name:**
CITY OF PADUCAH**Vendor No.** KY0033652**Vendor Contact**

PO BOX 2267

Name: CORIE COLE

Phone: 270-444-8512

PADUCAH

KY 42002-2267

Email: CCOLE@PADUCAH.KY.GOV

Effective From: 2020-01-01**Effective To:** 2021-06-30

| Line Item | Delivery Date | Quantity | Unit | Description | Unit Price | Contract Amount | Total Price |
|-----------|---------------|----------|------|------------------------|------------|-----------------|--------------|
| 1 | | 0.00000 | | City of Paducah 19-032 | \$0.000000 | \$442,181.76 | \$442,181.76 |

Extended Description:

Effective Date: January 1, 2020

Expiration Date: June 30, 2021

Deliverables/Scope of Work: The second party shall enhance law enforcement on scene security, protection, and terroristic preparedness capabilities through the purchase of an Explosive Ordnance Disposal (EOD) robot and related items for the Paducah Police Department FBI Certified Bomb Squad Unit as stated in the application submitted by the City of Paducah.

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

TOTAL CONTRACT AMOUNT:**\$442,181.76**

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FFY 2019 HOMELAND SECURITY GRANT PROGRAM

GRANT INFORMATION AND IDENTIFICATION

CFDA Number: 97.067

CFDA Title: Homeland Security Grant Program

Award Year: FFY 2019

Federal Agency: Department for Homeland Security/FEMA

Pass-Through Agency: Kentucky Office of Homeland Security

Kentucky Office of Homeland Security (KOHS) Terms and Conditions

KOHS Specific Acknowledgements and Assurances

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

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

Change of Circumstances

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

Confidentiality

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

Data Collection/Analysis Limitations

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

Extensions and Amendments to this Agreement

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

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

Liability and Indemnity

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

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

Notices

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

Severability

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

Sole Benefit

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

Subcontractor Requirement

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

Successors and Assigns

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

Waiver of Breach

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

IDENTIFICATION OF THE SUBJECT MATTER OF THE CONTRACT

Environmental Planning and Historic Preservation (EHP)

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

Environmental Standards

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

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

Intellectual Properties

The contractor agrees that any formulae, methodology, other reports and compilations of data provided by the First Party to the contractor for the purposes of meeting the terms and conditions of this

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agreement, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this agreement shall be the exclusive property of the First Party. Any use of this material for purposes other than those specifically outlined and authorized by this agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

Kentucky Wireless Interoperability Executive Committee

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

Mutual Aid and Interoperability Memorandum of Understanding

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

NIMS Requirements

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

Project Implementation

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

Property Control

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

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

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

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

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

Equipment Marking

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

Property Purchased by the First Party (KOHS)

Property purchased by the First Party for the purposes of fulfilling the requirements of the scope of services for this agreement, and which may include, but not be limited to, furniture, computer software,

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computer hardware, office equipment, and supplies are considered the property of the First Party and shall remain the property of the First Party.

Scope of Work

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

Entire Agreement

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

CONSIDERATION AND CONDITIONS FOR PAYMENT

Availability of Federal Funds

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

Consultant Rate

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

Earliest Date of Payment

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

Financial Management System

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

Interest Income

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

Procurement

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

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

Disadvantaged Business Requirement

To the extent that the Second Party uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable. The Kentucky Procurement Technical Assistance (PTAC) may be available to post bid

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notifications or provide bid matching services with MBE/WBE businesses for Homeland Security Grant sub-recipients. Refer to www.kyptac.com or contact their office at (859)251-6019.

Program Income

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

Reimbursement

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

Contract Period

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

Payments

Payments to Second Party:

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

Final Request for Reimbursements:

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

Transfer of Funds

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

Vendor Verification

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

Closeout

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

Cooperation

It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of the First Party in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any federal or state regulations,

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statutes and guidelines with respect to the grant rests with the Second Party and as such, will ensure that every effort is made to honor that compliance guidance.

Fusion Center

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

Required submissions: AARs and IPs (as applicable)

Exercise Evaluation and Improvement Reports

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

Financial and Compliance Audit Report

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

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

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

Monitoring

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

Quarterly Reports

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

Open Records

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

Performance Timeline

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

Retention of Records

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

Approvals

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

2019 The Department of Homeland Security Standard Terms and Conditions

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

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

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

DHS Specific Acknowledgements and Assurances

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

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

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Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

Standard Terms & Conditions

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

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

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

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

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

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

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

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

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IX. Debarment and Suspension

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

X. Drug-Free Workplace Regulations

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

XI. Duplication of Benefits

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

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

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

XIII. Energy Policy and Conservation Act

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

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

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

XVI. Federal Leadership on Reducing Text Messaging while Driving

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

XVII. Fly America Act of 1974

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

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or

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in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)

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

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

XX. Lobbying Prohibitions

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

XXI. National Environmental Policy Act

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

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

XXIII. Non-Supplanting Requirement

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

XXIV. Notice of Funding Opportunity Requirements

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

XXV. Patents and Intellectual Property Rights

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

XXVI. Procurement of Recovered Materials

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

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that

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no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the *Federal Awardee Performance and Integrity Information System (FAPIIS)*) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Pub. L. No. 110-417, § 872, as amended 41 U.S.C. § 2313. As required by Pub. L. No. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

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

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

3. Reporting Procedures

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

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph

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

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

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

2. Reporting Total Compensation of Recipient Executives.

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

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- b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

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

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

- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
- 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

- 1) To the recipient.
- 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

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

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

5. Definitions For purposes of this award term:

- a. *Entity:* means all of the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a State, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;

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- 4) A domestic or foreign for-profit organization;
- 5) A federal agency, but only as a subrecipient under an award or subaward to a nonfederal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients procurement of property and services needed to carry out the project or program.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See 17 C.F.R. § 229.402(c)(2)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
 - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

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

XXXI. Terrorist Financing

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

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. **Provisions applicable to a recipient that is a private entity.**
 - a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;

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- 2) Procure a commercial sex act during the period of time that the award is in effect; or
- 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

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

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

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

3. Provisions applicable to any recipient.

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

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

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in TVPA, Section 103, as amended (22 U.S.C. § 7102)

XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

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

2. Requirement for unique entity identifier

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

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

3. Definitions

For purposes of this award term:

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

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XXXIV. USA PATRIOT Act of 2001

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

XXXV. Use of DHS Seal, Logo and Flags

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

XXXVI. Whistleblower Protection Act

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

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**MOA/PSC Exception Standard Terms and Conditions
April 2019**

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

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

1.00 Effective Date:

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

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

2.00 Renewals:

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

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

3.00 LRC Policies:

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

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

4.00 Choice of Law and Forum:

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

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

5.00 EEO Requirements

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

6.00 Cancellation:

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

7.00 Funding Out Provision:

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

8.00 Reduction in Contract Worker Hours:

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

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will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

9.00 Authorized to do Business in Kentucky:

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

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

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

Registration with the Secretary of State by a Foreign Entity:

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

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

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

10.00 Invoices for fees:

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

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

11.00 Travel expenses, if authorized:

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

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

12.00 Other expenses, if authorized herein:

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

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

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

13.00 Purchasing and specifications:

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

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

14.00 Conflict-of-interest laws and principles:

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

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

15.00 Campaign finance:

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

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

16.00 Access to Records:

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

17.00 Social security: (check one)

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

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

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

18.00 Violation of tax and employment laws:

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

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

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

Contractor must check one:

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

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

19.00 Discrimination:

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

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

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

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

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

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

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

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

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Second Party:

Signature

Title

Printed Name

Date

First Party:

Signature

Executive Director
Title

Printed Name

Date

Approved as to form and legality.

Agenda Action Form

Paducah City Commission

Meeting Date: November 26, 2019

Short Title: Authorize Renewal Application for Local Expanded Jurisdiction - **G CHERRY**

Category: Municipal Order

Staff Work By: Les Fugate

Presentation By: Greg Cherry

Background Information: The City of Paducah adopted Ordinance 2017-1-8465 on January 17, 2017 authorizing an agreement between the City of Paducah and the Commonwealth of Kentucky, Department of Housing, Buildings and Construction for additional plan review and inspection responsibilities within the City of Paducah. The agreement was for a term of three years.

In order to renew the agreement, the City must comply with 815 KAR 7:110 by submitting a Renewal Application for Local Expanded Jurisdiction to the Department of Housing, Buildings and Construction. This Municipal Order authorizes the Mayor to sign the application.

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: To authorize the Mayor's signature on the renewal application.

Attachments:

1. Municipal Order
2. Expanded Jurisdiction Renewal Application

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL APPLICATION TO THE COMMONWEALTH OF KENTUCKY, DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION FOR LOCAL EXPANDED JURISDICTION FOR THE FIRE PREVENTION DIVISION

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a renewal application and all documents relating to same, to the Commonwealth of Kentucky, Department of Housing, Buildings and Construction for Local Expanded Jurisdiction for the Fire Prevention Division.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 26, 2019
Recorded by Lindsay Parish, City Clerk, November 26, 2019
\\mo\Renewal Application Local Expanded Jurisdiction 2019



PUBLIC PROTECTION CABINET

Department of Housing, Buildings and Construction

Matthew G. Bevin
Governor

101 Sea Hero Road, Suite 100
Frankfort, Kentucky 40601-5412
Phone: 502-573-0365
Fax: 502-573-1057
www.dhbc.ky.gov

K. Gail Russell
Secretary

Steven A. Milby
Commissioner

Duane S. Curry
Deputy Commissioner

September 3, 2019

Leslie Fugate, Building Inspector
City of Paducah Building Inspections
300 South 5th Street
Paducah, Kentucky 42003

RE: City of Paducah
Expanded Jurisdiction Renewal Application

Dear Mr. Fugate,

The current expanded jurisdiction agreement between the Department of Housing, Buildings and Construction (DHBC) and City of Paducah expires on January 24, 2020. In accordance with 815 KAR 7:110 Section 3, the Department of Housing, Buildings and Construction (DHBC) is required to monitor the building inspection program of each local government granted expanded jurisdiction and to make recommendation to the Commissioner of Housing, Buildings and Construction regarding continuation and renewal of the expanded jurisdiction agreement. This letter serves as a notice of renewal as well as a notice of recent program criteria changes. Effective August 2010, "Renewal Application for Expanded Jurisdiction", Form BCE/EJ #2 (copy attached) was created to clarify the documentation required for renewal. Additionally, 815 KAR 7:110 (copy attached) was amended to require permitting and inspection of single-family dwellings by local governments with expanded jurisdiction.

DHBC holds concurrent jurisdiction responsibilities with local expanded jurisdiction programs and is continuing to refine the renewal process to ensure DHBC's ability to effectively monitor each local program. The renewal process provides an opportunity for DHBC to work closely with each expanded program to ensure all documentation is in place and all procedures are being followed. The renewal process will be comprised of two phases. The first phase will include a review of the renewal documentation by DHBC office staff. The second phase will include a site visit to each expanded jurisdiction office/program by representatives of DHBC for the purpose of evaluating the jurisdiction's project records (i.e. files, plan review records, field inspection reports, etc.).

In order to renew the City of Simpsonville's expanded jurisdiction agreement for an additional three (3) years, please provide a completed renewal application. If the expanded program



An Equal Opportunity Employer M/F/D

Leslie Fugate, Building Inspector
City of Paducah Building Inspections
September 3, 2019
Page 2

Re: Expanded Jurisdiction Renewal
Jurisdiction City of Paducah

involves more than one local government, please provide copies of local cooperative agreements prepared in accordance with KRS 65.210-300. Please also provide copies of plan review records utilized to perform architectural and mechanical plan reviews per KRS 198B.060 (2) and Section 105.1 and Section 107.3, 2018 Kentucky Building Code (KBC).

The completed renewal application shall be submitted to DHBC by December 24, 2019. Failure to provide the renewal documentation shall result in a recommendation to the Commissioner for termination of the expanded jurisdiction program.

Should you have questions, please do not hesitate to contact me at 502-573-0373.

Sincerely,



Winnie Blythe
Master Operations Manager
Department of Housing, Buildings and Construction

Copy: Duane Curry, Deputy Commissioner
Max Fuller, Staff Attorney



An Equal Opportunity Employer M/F/D



RENEWAL APPLICATION FOR EXPANDED JURISDICTION

Department of Housing, Buildings and Construction
Building Code Enforcement Division
101 Sea Hero Road, Suite 100
Frankfort, Kentucky 40601-5412
(502) 573-0373 Fax: (502) 573-1059

PLEASE TYPE OR PRINT IN UPPER CASE LETTERS

JURISDICTION: CITY OF PADUCAH DATE OF RENEWAL APPLICATION: NOVEMBER 11, 2019
(CITY, COUNTY OR URBAN COUNTY GOVERNMENT)

CHIEF APPOINTING AUTHORITY: MAYOR BRANDI HARLESS
PRINTED NAME and SIGNATURE (MAYOR OR COUNTY JUDGE/EXECUTIVE)

MINIMUM UNIFORM CRITERIA:

CERTIFIED INSPECTOR: LEVEL III Certified Building Inspector of the person, firm or company employed or contracted to perform the plans and specifications inspection and building inspection functions to be granted to the local government.

LESLIE L FUGATE LEVEL 3 3210 APRIL 14, 2004
(NAME OF CERTIFIED INSPECTOR) (CERTIFICATION LEVEL & CERTIFICATE NO.) (DATE CERTIFIED)

BUILDING INSPECTOR: EMPLOYED OR CONTRACTED (If contracted, a copy of the contract must be attached.)

OTHER CONTRACTS: NOTE: This section is applicable only when the designated Level III Certified Building Inspector also provides inspection services for other local jurisdictions. Attached as EXHIBIT ___ you will find a complete list of all permits issued and fees collected by each additional local jurisdiction for the previous calendar year of _____.

LIST ANY CHANGES TO THE FOLLOWING:

PERSONNEL: (including clerks, inspectors, reviewers, etc.)

| NAME | JOB TITLE | CERTIFIED | LEVEL | HOW LONG |
|---------------|-----------------------|--|---------------------------------------|----------------|
| LESLIE FUGATE | CHIEF BLDG INSPECTOR | <input checked="" type="checkbox"/> No | 1&2 only, I, II or <u>III</u> | 15 yrs. 8 mos. |
| CHAD CLARK | DEPUTY BLDG INSPECTOR | <input checked="" type="checkbox"/> No | 1&2 only, <u>I</u> , II or III | 0 yrs. 1 mos. |
| ROGER BYRD | CHIEF ELEC INSPECTOR | Yes No | 1&2 only, I, II or III | 18 yrs. 0 mos. |
| VAUGHN HUGEN | Electrical Inspector | Yes No | | 5 yrs. 8 mos. |

DEBBIE MCGEE PERMIT SPECIALIST

INCLUSIONS LISTED IN INITIAL APPLICATION: NONE

EXCLUSIONS LISTED IN INITIAL APPLICATION: NONE

LOCAL APPEALS BOARD: Yes No IF YES, PLEASE ATTACH A COPY OF THE CHANGE.

SINGLE FAMILY DWELLING PROGRAM: NO CHANGES

SCHEDULE OF FEES: ATTACHED

OFFICIAL CONTACT: Mark here if Contact person has not changed

LESLIE FUGATE
(NAME)

CHIEF BUILDING INSPECTOR
(TITLE)

PADUCAH FIRE PREVENTION DIVISION, PADUCAH FIRE DEPARTMENT
(NAME OF DEPARTMENT)

270-444-8527
(BUSINESS PHONE NUMBER)

300 SOUTH 5TH STREET
(NO., STREET, HIGHWAY OR OTHER MAILING ADDRESS)

PADUCAH, KY 42002-2267
(CITY, STATE & ZIP CODE)

LFUGATE@PADUCAHKY.GOV
(E-MAIL ADDRESS)



Expanded Jurisdiction- Legal Documents

Name of Jurisdiction: CITY OF PADUCAH

Date Submitted: NOVEMBER 11, 2019 New/ Renewal: RENEWAL

Contact: LES FUGATE Phone: 270-444-8527

The documents indicated below are applicable to this expanded jurisdiction application.

| <u>Exhibit</u> | <u>Document</u> | <u>Y/N (Office Use Only)</u> |
|----------------|---|------------------------------|
| <u>A</u> | Building Fee Schedule | _____ |
| <u>A</u> | Electric Fee Schedule | _____ |
| <u>B</u> | Building Code Ordinance | _____ |
| <u>B</u> | Electric Ordinance | _____ |
| <u>N/A</u> | Employment Contracts | _____ |
| <u>N/A</u> | Affidavit | _____ |
| <u>N/A</u> | Inter-local Agreement(s) | _____ |
| <u>N/A</u> | Resolution/Ordinance for Inter-local Agreements | _____ |
| <u>C</u> | Local Appeals Board | _____ |
| <u>N/A</u> | Planning Commission (authority) | _____ |
| <u>D</u> | Local HVAC Inspection Program | _____ |

Agenda Action Form Paducah City Commission

Meeting Date: November 26, 2019

Short Title: African American Civil Rights Preservation Project Grant Application in the amount of \$100,320 for the Hotel Metropolitan - **T WILSON**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Ty Wilson

Background Information: The National Park Service (NPS) is offering an African American Civil Rights (AACR) Grant Program. The purpose of the grant program is to document, interpret, and preserve the sites related to the African American struggle to gain equal rights as citizens in the 20th century. AACR grants are funded by the Historic Preservation Fund, administered by the NPS, and will fund a broad range of preservation projects for historic sites including: architectural services, historic structure reports, preservation plans, and physical preservation to structures. There is no match required for these grants.

The City wishes to apply for a grant on behalf of the Hotel Metropolitan on Oscar Avenue. The Hotel Metropolitan is listed on the National Register of Historic Places (NRHP). It represents an important time in Paducah history and shows the African American experience in Paducah. This grant will be used to make necessary repairs and renovations to ensure the functionality of the hotel, including repairs to the roof, flooring, deck, railing, doors, windows, exterior paint job, new exterior signage, etc.

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

If yes, please list the Action Step Item Codes(s): A-4: Assist local arts and culture organizations with grant funding.

Funds Available: Account Name:
Account Number:

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

Attachments:

1. Municipal Order
2. AACR_19_PreservationNOFO

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AFRICAN AMERICAN CIVIL RIGHTS PRESERVATION PROJECT GRANT APPLICATION THROUGH THE NATIONAL PARKS SERVICE (NPS) IN THE AMOUNT OF \$100,320, ON BEHALF OF THE HOTEL METROPOLITAN, TO MAKE NECESSARY REPAIRS AND RENOVATIONS TO ENSURE THE FUNCTIONALITY OF THE HOTEL, INCLUDING REPAIRS TO THE ROOF, FLOORING, DECK, RAILING, DOORS, WINDOWS, EXTERIOR PAINT JOB, NEW EXTERIOR SIGNAGE, ETC., AND AUTHORIZING THE GRANTS ADMINISTRATOR TO SUBMIT THE GRANT APPLICATION

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

SECTION 1. The Mayor is hereby authorized to execute a grant application through the National Park Service (NPS) in the amount of \$100,320, to be used for necessary repairs and renovations to ensure the functionality of the Hotel Metropolitan. No match is required for this grant.

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, November 26, 2019

Recorded by Lindsay Parish, City Clerk, November 26, 2019

\\mo\grants\app-NPS African American Civil Rights Preservation Project Grant - 2019

**U.S. Department of the Interior
National Park Service**

**Financial Assistance
Notice of Funding Opportunity (NOFO)**



| | |
|---------------------------------------|---|
| Program Title | African American Civil Rights Grants Preservation Projects– Historic Preservation Fund |
| Notice of Funding Opportunity Number: | P20AS00001 |
| Announcement Type | Initial |
| CFDA Number: | 15.904 |

| | | | |
|-----------------------|-------------------------|-----------------|-------------------------|
| Issue Date: | <u>October 2, 2019</u> | | |
| Application Due Date: | <u>December 3, 2019</u> | Time AM/PM Zone | <u>11:59 PM Eastern</u> |

Announcement Type: Rolling Notice of Funding Opportunity for discretionary grant agreements. Applications may be submitted at any time up to the closing date of the announcement. Applications received will be reviewed independently following a merit review process as outlined in Section E of this announcement.

| Agency Contact Information | | Questions and Requests | |
|----------------------------|--|------------------------|--|
| Name | <u>Megan J. Brown</u> | Name | <u>STLPG Staff</u> |
| Address | <u>State, Tribal, Local, Plans & Grants Division National Park Service 1849 C Street, NW Mail Stop 7360 Washington, DC 20240</u> | Address | <u>State, Tribal, Local, Plans & Grants Division National Park Service 1849 C Street, NW Mail Stop 7360 Washington, DC 20240</u> |
| Phone | <u>202-354-2020</u> | Phone | <u>202-354-2020</u> |
| Email | <u>STLPG@nps.gov</u> | Email | <u>STLPG@nps.gov</u> |

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Section A: Program Description

Federal Agency Name: Department of the Interior, National Park Service

Funding Opportunity Title: African American Civil Rights Grants Preservation Projects – Historic Preservation Fund

Funding Opportunity Number: P20AS00001

Catalog of Federal Domestic Assistance (CFDA) Number: 15.904

Legislative Authority:

- 54 USC 301 et seq. (National Historic Preservation Act)
- Consolidated Appropriations Act of 2019, enacted as Public Law 116-6

Federal Regulations: 2 C.F.R. § 200, 2 C.F.R. § 1402

Program Background Information and Objectives:

The National Park Service's (NPS) African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites related to the African American struggle to gain equal rights as citizens in the 20th Century. The NPS 2008 report, [Civil Rights in America, A Framework for Identifying Significant Sites](#), will serve as the reference document in determining the appropriateness of proposed projects and properties. AACR Grants are funded by the Historic Preservation Fund (HPF), administered by the NPS, and will fund a broad range of preservation projects for historic sites including: architectural services, historic structure reports, preservation plans, and physical preservation to structures. Grants are awarded through a competitive process and do not require non-Federal match. There are separate funding announcements for physical preservation projects and for historical research/documentation projects. Funding announcement P20AS00001 is for physical preservation of historic sites only; P20AS00002 is for historical research/documentation projects only.

FY2019 Public Law 116-6 provides \$14.5 million for the AACR Grant Program.

Preservation Projects

- Preservation projects must range from \$75,000 to \$500,000 in federal share, of which 10% may go toward pre-preservation costs such as architectural or engineering services. Grant applications that solely involve pre-preservation work must range from \$15,000 to \$50,000.
- Funds physical preservation of a historic sites to include historic districts, buildings, sites, structures, and objects. Projects must comply with applicable laws, such as Section 106 and NEPA, and execute a preservation covenant/easement.
- Eligible costs include pre-preservation studies, architectural plans and specifications, historic structure reports, and the repair and rehabilitation of historic properties according to

the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.

- Properties must be listed in or eligible for listing in the National Register of Historic Places or designated a National Historic Landmark either individually or as contributing to a district, whose significance is associated with African American Civil Rights in the 20th century. Projects not listed on the National Register or are not listed in association with African American Civil Rights in the 20th Century must submit a nomination or amendment to an existing nomination prior as part of the grant project.

Department of the Interior Priorities:

This program supports the following Department of the Interior (DOI) priorities:

- Modernizing our infrastructure: Remove impediments to infrastructure development and facilitate private sector efforts to construct infrastructure projects serving American needs; and
- Restoring trust with local communities: Expand the lines of communication with Governors, state natural resource offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and local communities.

Section B: Federal Award Information

Anticipated Federal Funding:

Based on prior years data, NPS anticipates between \$8 million and \$15 million in available funding per fiscal year for the entire program. Appropriations from multiple fiscal years may be combined dependent on receipt of sufficient applications and timing of appropriations.

Non-Federal Entity Cost Share:

Non-Federal cost share is not required for this agreement but will be considered as a competitive factor.

Estimated Number of Agreements to be Awarded:

Based on prior year data, NPS anticipates between 30 and 60 projects per fiscal year appropriation. The actual number of awards will depend on the number of meritorious applications and the availability of appropriated funds.

Estimated Amount of Funding Available Per Award:

The award size will depend on the number of meritorious applications and the availability of appropriated funds. Based on prior year data, NPS anticipates the average dollar amount of awards made under this announcement to be between \$75,000 and \$500,000. The largest award made under this program will be \$500,000.

Anticipated Start Date:

Projects receiving funding through this Notice of Funding Opportunity will start once funding has been secured and awards have been made. Agreements are not effective until fully executed with signature from the NPS Financial Assistance Awarding Officer (FAAO). Do not anticipate a start date sooner than on or about 120 days following the application deadline.

Anticipated Term of the Agreement:

Agreement terms for funded projects are estimated to range between two to three years, depending on the negotiated project statement of work. Continuation funding (funding for the second and subsequent budget periods) is contingent on: (1) availability of funds appropriated by Congress and future year budget authority; (2) progress towards meeting the objectives of the approved application; (3) submission of required reports; and (4) compliance with the terms and conditions of the award.

Grant Agreement - A legal instrument of financial assistance between The National Park Service and a non-Federal entity that, consistent with 31 U.S.C. § 6302, 6304:

(1) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the Federal awarding agency's direct benefit or use;

(2) Is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Substantial Involvement:

No substantial involvement on the part of the National Park Service (NPS) is anticipated.

Other Information:

1. Applications for renewal or supplementation of existing projects are not eligible.
2. Projects funded under this program constitute “undertakings” as defined by Section 106 of the National Historic Preservation Act, as amended (54 U.S.C. 306108). Accordingly, after the grant is awarded, the National Park Service will work with the grantee to complete the consultation process prior to receiving funds from their grant account. Depending on the project, additional federal reviews may be required under other laws such as, the Archaeological Resources Protection Act of 1979 (ARPA), the National Environmental Policy Act (NEPA), and Native American Graves Protection and Repatriation Act (NAGPRA).
3. Any historic property receiving development assistance through the program will be required to place a preservation covenant/easement/agreement on the property ranging from 5 to 20 years determined by the amount of grant, to protect the federal investment and characteristics which made the property historic.
4. For archaeological surveys, please provide plans for curating any artifacts recovered incidentally, including any strategies for outreach and the sharing of survey reports, research, results, etc. These will also require NEPA and NPS review prior to surveying.
5. For nominations, before a grant will be considered complete, one of the following must happen:
 - a. The submission of a new nomination to the National Register of Historic Places or National Historic Landmark program, *or*
 - b. An amendment to an existing National Register or National Historic Landmark nomination to include African American civil rights.
6. Administration costs necessary to complete and administer the program cannot exceed 25% of total cost (primary and subgrants combined). This limitation for the Historic Preservation Fund is by statute, 54 U.S.C. 302902.
7. Any historic property receiving assistance not listed in the National Register will be required to prepare and submit a nomination to the NPS prior to the end of the grant project.
8. Preparation of architectural/engineering plans and specifications not to exceed 10% of the total project cost.

Section C: Eligibility Information

Announcement Closing Date: December 3, 2019 at 11:59 PM (ET)

An applicant's failure to meet all eligibility criterion by the closing date of this announcement will result in the application being excluded from consideration. This includes but is not limited to late and incomplete application packages. Applications must be submitted through Grants.gov.

1. Eligible Applicants

In accordance with the National Historic Preservation Act as amended, 54 USC §300101, this funding opportunity is limited to:

- Nonprofit, tax-exempt 501(c), U.S organizations
- Units of State or local government
- Federally-recognized Indian Tribes, Alaska Natives, and Native Hawaiian Organizations, as defined by 54 USC § 300300
- Educational institutions
- Grants will not be available for work on sites or collections owned by the NPS

2. Cost Sharing or Matching

Non-Federal cost sharing is not required to be eligible for an award under this NOFO but will be considered as a competitive factor.

3. Eligible costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program they also include:

- Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
- Administrative costs necessary to complete and administer the grant requirements;
- Rehabilitation of historic properties;
 - Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places or by listing in relevant Tribal Register,
 - Eligible properties that receive funding must complete and submit a nomination as part of the project,
 - All work must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, and
 - All projects receiving repair assistance must enter into a preservation agreement/covenant/easement.
- Projects must substantially mitigate the threat and include steps to mitigate future damage;
- Cost for producing a nomination to the National Register of Historic Places (if applicable);
- Cost for establishing/administering an easement/covenant for the property;
- Cost for any required audits or financial requests;

- Cost for the production of a project sign;
- Costs for public notice of grant opportunity;
- Costs associated with required training or reporting; and
- Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. What Is Not Funded

- Construction of new buildings
- Acquisition of collections or historic sites
- Conservation of collections
- Long-term maintenance or curatorial work beyond the grant period
- Reconstructing historic properties (recreating all or a significant portion that no longer exists)
- Moving historic properties or work on moved historic properties that are no longer eligible for listing in the NRHP
- Cash reserves, endowments, revolving funds, or fund-raising costs
- Work performed prior to announcement of award
- Work on sites or collections owned by the NPS
- Lobbying or advocacy activities
- Costs for work already completed or funded through other federal programs
- Administrative costs may not be over 25% of project budget
- Miscellaneous costs, contingencies, reserves, and overhead

5. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

- Review and approval of interim and final reporting to include compliance with 2 CFR 200
- Review and approval for compliance with the *Secretary of the Interior's Guidelines and Standards for Historic Preservation*
- Review and approval for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
- Review and approval for compliance with the National Environmental Protection Act (NEPA).
- Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e. Draft National Register nomination if required, Architectural plans at 50%, etc.)

Section D: Application and Submission Information

1. Application Package

All application materials, including photographs, become the property of the National Park Service and may be reproduced by NPS without permission but with appropriate credit for any such use. Additional materials not specifically requested by NPS, and materials sent separately from the application, will be discarded.

The Application Package contains several mandatory forms, which must be submitted with your proposal through opportunity number P20AS00001 on grants.gov.

Documents 1 through 7 will be available within the “Manage Workspace” Page

1. SF-424 (Application for Financial Assistance)
2. SF-424A (Budget Information for Non-Construction Programs)
3. SF-424B (Assurance for Non-Construction Programs)

***Please note: ALL applicants must fill out the SF-424A and SF-424B, they are mandatory for all grant applications.**

4. SF-424C (Budget Information for Construction Programs)
5. SF-424D (Assurance for Construction Programs)
6. SF-LLL (Disclosure of Lobbying Activities), if anticipated award is over \$100,000
7. Attachments Form

Documents 8 through 11 can be found on the “Related Documents” tab within the Grants.gov opportunity.

8. Project Description Worksheet
9. Budget Justification Worksheet
 - a. Do you have policies and procedures in place that meet the financial management standards in 2 CFR 200.302? NPS may ask for copies of policies if selected for funding.
 - b. Do you have a single audit and was it submitted to the Federal Audit Clearinghouse? If no, do you have another type of audit or other annual financial statement?
 - c. Can you certify that there will be no overlap of Federal Funding?
 - d. Attach a complete set of financial statements including:
 - i. Balance sheet/Statement of Financial Position
 - ii. Statement of Revenue and Expense/Statement of Activities
 - iii. Statement of Cash Flow
 - iv. and Expense/Statement of Activities
 - v. Statement of Cash Flow
10. Project Images Worksheet
11. Indirect Cost Rate Agreement or De Minimis Indirect Cost Rate Certification (Submit if applicable, see below)
12. Proof of Non-Profit Status (Submit if applicable, see below)
13. Letters of Support (Submit if applicable, see below)
14. Property Owner’s Permission (Submit if applicable, see below)

2. Contents and Form of Application Submission

You must complete the mandatory forms and any applicable optional forms, in accordance with the instructions below, as required by this NOFO. Do not include any proprietary or personally identifiable information (PII). A complete application should include:

- Standard Form 424 (SF 424) – Application for Federal Assistance
 - Complete this form as much as possible with all applicable information. Please note: You must provide your ZIP Code + 4, 0000 is not acceptable. Your DUNS and Bradstreet Number (DUNS) must exactly match the DUNS Number under your SAM.gov record.

- Standard Form 424A and 424C – Budget Information
 - The project budget shall include detailed information on all cost categories and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors. All costs shown in the budget documents should match what is discussed in the project description worksheet. Cost categories can include, but are not limited to, those costs items included on the SF424A and SF424C.

 - **NOTE:** No more than 25% of the entire budget (Federal plus match) may be applied towards administrative costs (defined below), plus indirect costs. This is a statutory requirement.

 - Administrative costs are: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

- Standard Form 424B and D - Assurances
 - By downloading this form on the “Manage Workspace” page, this form will be marked as “passed” and will be considered completed and marked as “Read Only”. You do not need to re-upload it on the attachments form.

- Standard Form LLL - Disclosure of Lobbying Activities
 - In accordance with 43 C.F.R. § 18 and 31 U.S.C. § 1352 this form must be completed and signed if the amount of the Federal award is anticipated to exceed \$100,000.00.
 - If you are not participating in any lobbying activities, simply put “N/A” in the appropriate sections.

- Attachments Form

- This form is in Workspace and is where each applicant will attach the necessary documents listed above such as the required project description, budget justification, project images, and any other relevant documents. The attachments form is downloaded from the “Manage Workspace” page. You will then add up to the allowed 15 attachments and re-upload to your Workspace.
 - All files attached to the attachments form should be in either .pdf or .doc format. No other formats will be reviewed.
- Project Description Worksheet
 - Project descriptions must address each of the evaluation criteria separately and applications will be reviewed with the rubric as a guide as part of the merit evaluation process.
 - NPS will evaluate and consider only those applications that separately address each of the five criteria listed in Section E.
 - A suggested Project Description Worksheet format is included under the “Related Documents” tab on grants.gov which includes all character limits.
- Budget Justification Worksheet
 - All costs listed in the SF-424A and SF-424C must correspond to the activities in the Project Description and must be outlined in the Budget Justification Worksheet. However, do not include your cost breakdown as part of the narrative Project Description.
 - Costs must be broken out into Federal and matching funds by cost center such as personnel, fringe benefits, travel, administrative costs, etc.
 - If matching share is included in your budget, please list the sources of non-Federal match, as well as if the match is secured or unsecured.
 - The following questions must be answered in your budget justification:
 - Do you have policies and procedures in place that meet the financial management standards in 2 CFR 200.302? NPS may ask for copies of policies if selected for funding.
 - Do you have a single audit and was it submitted to the Federal Audit Clearinghouse? If no, do you have another type of audit or other annual financial statement?
 - Can you certify that there is no overlap in Federal Funding?
 - a) All applicants must provide a statement to identify whether or not any overlap exists between the proposed project and any other active or anticipated project(s) in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal).
 - b) The statement and the description of overlap or duplication should be provided as a separate attachment to the application.
 - c) If no overlap or duplication exists, a sample statement to satisfy this requirement might be: “[Insert Applicant Name] affirms that no overlap or duplication exists between the proposed project in this application and any other active or anticipated project in terms

of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal).”

- d) If any overlap or duplication does exist, applicants must provide a description of the overlap including when the overlapping or duplicative proposal(s) were submitted, to whom (entity and program), and when funding decisions are expected to be announced.
- e) If at any time a proposal is awarded funds that would be overlapping or duplicative of the funding requested from NPS, the applicant must immediately notify the NPS point of contact. Any overlap or duplication of funding between the proposed project and other active or anticipated projects may impact selection and/or funding amount.
 - Attach a complete set of financial statements including:
 - a) Balance sheet/Statement of Financial Position
 - b) Statement of Revenue and Expense/Statement of Activities
 - c) Statement of Cash Flow
 - A Budget Justification Worksheet format is included under the “Related Documents” tab on grants.gov.
 - **Please note:** Maximum hourly wages charged to this grant for personnel and consultants may not exceed 120% of the salary of a Federal Civil Service GS-15, Step 10. Current salary tables for your location can be found on the Office of Personnel Management website: <https://www.opm.gov>.
- Project Images Worksheet
 - Provide photos of the potential affected context/sites/districts.
 - Photos should show current conditions and immediate threat.
 - May also be elevations, plans, or other images
 - Color or black and white photos are both accepted
 - Photographs should clearly describe the community/context and the entire historic site involved in the project.
 - For physical preservation projects, please ensure you include one current photo per elevation as well as one current overall photo at a minimum
 - A suggested Project Images Worksheet format is included under the “Related Documents” tab on grants.gov which allows for 19 images to be uploaded in one document.
- Indirect Cost Rate Agreement, if applicable
 - If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, Appendix III through Appendix VII as applicable. A negotiated indirect cost rate agreement must be provided with your proposal.

- If selecting use of 10% de minimis rate because of no prior negotiated indirect cost rate a De Minimis Indirect Cost Rate Certification must be submitted.
 - If your proposed budget includes indirect costs, please submit either:
 - Your organization's Indirect Cost Rate Negotiation Agreement, or
 - DeMinimis Indirect Cost Rate Certification.
 - If selecting use of 10% de minimis rate because of no prior negotiated indirect cost rate a De Minimis Indirect Cost Rate Certification must be submitted. Proposals that fail to document their indirect costs will have those costs disallowed.
 - Indirect and direct administrative costs may not exceed 25% of the total project budget as defined in 54 USC 301 et seq.
 - Proposals that fail to document their indirect costs will have those costs disallowed.
- Proof of Non-Profit Status, if applicable
 - If your organization is a non-profit, please submit proof of your current non-profit status as part of your application.
 - Letter of Owner Consent, if applicable
 - If your project is doing work to or preparing a National Register nomination for a property and the owner is different than the applicant, then the applicant **must** include written permission from the owner to complete the project **and** any applicable easements or covenants with the application. If this is anticipated as part of the project, indicate the plan for obtaining this owner consent as part of the project.
 - The letter of owner consent must be written within 60 days of the application due date and pertain to this particular application.
 - Previous letters of owner consent will not be accepted.
 - Letters of Support, if applicable
 - Letters of support should be submitted if defining specific partner support or matching funds. These letters **must** submitted with your application via grants.gov as part of the attachments form. Letters received in any other manner may not be considered. All letters must be addressed to: Megan Brown, Chief of State, Tribal, Local, Plans & Grants Division, NPS.
 - DO NOT mail/send separately. They must be submitted with your application. Letters not submitted via grants.gov may not be considered. This applies to Congressional letters of support as well.

If selected for award, NPS reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:

- (a) Other budget information
- (b) Financial capability

- (c) Evaluation of risk
- (d) Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 43 C.F.R. § 17)

3. Unique entity identifier and System for Award Management (SAM)

Each applicant (unless exempt under 2 CFR §25.110) is required to:

- (a) Be registered in SAM.gov;
- (b) Provide a valid unique entity identifier in its application (currently a DUNS number);
- (c) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

Registration processes for SAM can be found at <https://www.sam.gov>. There is **no charge** for this service if done through this website. There are some sites that will charge and should be avoided.

A financial assistance agreement will not be made with a non-Federal entity until the non-Federal entity has complied with all applicable unique entity identifier and SAM requirements. If a non-Federal entity has not fully complied with the requirements by the time that an agreement is ready for award, a determination may be made that the applicant is not qualified to receive a Federal award. That determination may be used as a basis for making a Federal award to another applicant.

In addition, in order to submit an application through Grants.gov an applicant must have an active SAM registration and register for submission permissions through the [Grants.gov](https://www.grants.gov) website. Utilize the following link to guide you through this process:

<http://www.grants.gov/web/grants/applicants/organization-registration.html>

***Please note: registration in these systems can take several weeks. Extensions due to incomplete registrations in these systems will NOT be provided.**

4. Submission Dates and Times

Applicants are held responsible for their proposals being submitted to the National Park Service. Applications must be received by December 3, 2019 11:59 pm EST. Applicants are encouraged to submit the application well before the deadline.

Application preparation time may take several weeks, so please start the application process as soon as possible. Applications received after the deadline will not be reviewed or considered for award. If it is determined that a proposal was not considered due to lateness, the applicant will be notified during the selection process.

5. Intergovernmental Review

This funding opportunity is not subject to Executive Order (EO) 12372 “Intergovernmental Review of Federal Programs.” Applicants subject to EO 12372 must contact their State’s Single Point of Contact (SPOC) to find out about and comply with the State’s process. The names and

addresses of the SPOC's are listed in the OMB's home page at: <https://www.whitehouse.gov/wp-content/uploads/2019/02/SPOC-February-2019.pdf>

6. Funding Restrictions

Costs incurred by the applicant prior to the start date of the period of performance of a signed Federal award are only allowable with written approval by a Financial Assistance Awarding Officer and may only be counted toward their cost share requirement.

7. Other Submission Requirements

Applications must be submitted through Grants.gov to the National Park Service by December 3, 2019, 11:59pm EST. Applications submitted by other means or not received by the deadline will NOT be considered.

After you submit your application you should receive three emails from grants.gov.

1. The first email will be a confirmation that you have submitted your application.



Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

2. The second email will confirm receipt of your application by the grants.gov system.

From: DoNotReply@grants.gov [mailto:DoNotReply@grants.gov]
 Sent: Wednesday, December 2, 2015 9:55 AM
 To: jdoe@applicant.org
 Subject: GRANT10637616 Grants.gov Submission Receipt

Your application has been received by Grants.gov, and is currently being validated.
 Your submission was received at Dec 2, 2015 03:25:55 AM EST

Validation may take up to 2 business days. To check the status of your application please click here
http://www.grants.gov/applicants/track-my-application.html?tracking_num=GRANT10637616

Type: GRANT

Grants.gov Tracking Number: GRANT10637616

We will notify you via email when your application has been validated by Grants.gov and is being prepared for Grantor agency retrieval.
 DUNS Number: 0000000000000

AOR name: James Doe

Application Name: [ApplicationName](#)

Opportunity Number: OPPORTUNITY-NUMBER-1

Opportunity Name: Opportunity Name

<https://apply07.grants.gov/apply/login.faces?cleanSession=1&userType=applicant>

Thank you.
 Grants.gov
 If you have questions please contact the Grants.gov Contact Center:
support@grants.gov
 1-800-518-4726
 24 hours a day, 7 days a week. Closed on federal holidays.

PLEASE NOTE: This email is for notification purposes only. Please do not reply to this email for any purpose.

- The third will indicate that the application has either been successfully validated by the system or rejected due to errors. If your application is rejected due to errors, please contact grants.gov immediately. Your application must be validated in order for your application to be forwarded to NPS and be considered for funding.

From: DoNotReply@grants.gov [DoNotReply@grants.gov]
 Sent: Thursday, November 01, 2013 12:13 PM
 To: jdoe@applicant.org
 Subject: GRANT10582033 Grants.gov Submission Validation Receipt for Application

Your application has been received and validated by Grants.gov and is being prepared for Grantor agency retrieval.

DUNS Number: 0000000000000

AOR name: Mary Smith

Application Name: [ApplicationName](#)

Opportunity Number: OPPORTUNITY-NUMBER-1

Opportunity Name: Opportunity Name

<https://apply07.grants.gov/apply/login.faces?cleanSession=1&userType=applicant>

You will be notified via email when your application has been retrieved by Grantor agency.

Thank you.
 Grants.gov
 If you have questions please contact the Grants.gov Contact Center:
support@grants.gov
 1-800-518-4726
 24 hours a day, 7 days a week. Closed on federal holidays.

PLEASE NOTE: This email is for notification purposes only. Please do not reply to this email for any purpose.

In the event the applicant experiences difficulties in completing their application, please contact: STLPG@nps.gov or 202-354-2020. Technical issues with Grants.gov should be resolved by calling 1-800-518-4726 or visiting their online help desk. Document any issues with submission carefully.

START THIS PROCESS EARLY DON'T DELAY!

Section E: Application Review Information

1. Criteria

NPS will evaluate and consider only those applications that separately address each of the merit review criteria. Each applicant is required to provide a detailed project description, in accordance with section D.2., of the following criteria elements.

| Criterion 1 | |
|--------------|---|
| 20 Points | |
| Significance | Describe the historic resource(s) in the proposed project and the role they played in the African American Civil Rights movement and struggle for equality in the 20th Century. Include the significance in the story of Civil Rights, and designations at the National, State, Tribal, or local level. Integrity of the resource should also be discussed. Discuss how your project will help tell an untold story, identify places, and share the story of African American Civil Rights. Applicants must include concurrence of eligibility from the State Historic Preservation Office (SHPO) for unlisted properties or properties not listed for their Civil Rights association. This could be a determination of eligibility from the SHPO or a completed survey that was reviewed by the SHPO. |

| Criterion 2 | |
|---------------------|---|
| 20 Points | |
| Need/Urgency/Threat | Describe the need, urgency, and threat the project addresses and how the activities are necessary to achieve the project objectives. Discuss how the program is the next logical step towards preservation. |

| Criterion 3 | |
|-------------|--|
| 20 Points | |
| Feasibility | List and describe all tasks and their expected results. Discuss your timeline (located below) and budget justification (separate document) to show that costs are necessary, reasonable, and allowable. Demonstrate how you will successfully complete the project within the given timeframe (2-3 years) and with the given resources while meeting all federal requirement and guidelines. Briefly describe who will be involved in carrying out the project and their qualifications, attach resumes/CVs as applicable. |

| Criterion 4 | |
|----------------|---|
| 20 Points | |
| Sustainability | Describe the impacts of the project after completion, including long lasting effects. Describe the public-private partnerships and community engagement involved in the project and how these partnerships will sustain and continue to support the resource(s) |

| | |
|--|---|
| | after the grant project is complete. This includes any current or future maintenance plans. |
|--|---|

| Criterion 5 | |
|---------------------------------------|---|
| 20 Points | |
| Department of the Interior Priorities | Please discuss how the subgrant program will support at least one of the following Department of the Interior (DOI) priorities: <ul style="list-style-type: none"> • Modernizing our infrastructure: Remove impediments to infrastructure development and facilitate private sector efforts to construct infrastructure projects serving American needs; • Restoring trust with local communities: Expand the lines of communication with Governors, state natural resource offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and local communities. |

2. Review and Selection Process

Qualified NPS personnel, and in some cases independent federal reviewers, will review all proposals. All proposals for funding will be considered using the criteria outlined above. A summary of reviewer comments may be provided to the applicant if requested.

a. Initial Review

Prior to conducting the comprehensive merit review, an initial review will be performed to determine whether: (1) the applicant is eligible for an award; (2) the information required by the NOFO has been submitted; (3) all mandatory requirements of the NOFO are satisfied; and (4) the proposed project is responsive to the program objectives of the NOFO (program determination). If an applicant fails to meet the requirements or objectives of the NOFO, or does not provide sufficient information for review, the applicant will be considered non-responsive and eliminated from further review.

b. Comprehensive Merit Review

All applications that satisfactorily pass the initial review will be eligible for the Comprehensive Merit Review. Each criteria element will be scored on a 0-20 point scale with the following **suggested** range:

| Description | | | | | |
|-------------|-------------|-------------|-------------|-------------|----------------|
| Criterion 1 | Criterion 2 | Criterion 3 | Criterion 4 | Criterion 5 | |
| 20 | 20 | 20 | 20 | 20 | Superior |
| 16 | 16 | 16 | 16 | 16 | Good |
| 12 | 12 | 12 | 12 | 12 | Satisfactory |
| 8 | 8 | 8 | 8 | 8 | Marginal |
| 4 | 4 | 4 | 4 | 4 | Poor |
| 0 | 0 | 0 | 0 | 0 | Not Acceptable |

The scoring of each criterion must be based on the strengths and weaknesses of the application materials. To assist in assigning an appropriate score, the following will be used as guidance:

| Rating | Descriptive Statement |
|----------------|---|
| Superior | Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the Government's performance requirements, and demonstrates no weaknesses. |
| Good | Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting the Government's requirements, and demonstrates only a few minor weaknesses. |
| Satisfactory | Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains weaknesses and/or a number of minor weaknesses. |
| Marginal | Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains significant weaknesses and/or significant minor weaknesses. |
| Poor | The likelihood of successfully meeting the Government's requirements. Significant weaknesses are demonstrated and clearly outweigh any strength presented. |
| Not Acceptable | Applicant does not address all aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the Government's requirements. |

c. Selection

The Selection Official may consider the merit review recommendation, program policy factors, and the amount of funds available to select applications for funding. All proposals for funding will be considered using the criteria outlined above.

d. Discussions and Award

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) only a portion of the application is selected for award; (2) the Government needs additional information to determine that the applicant is capable of complying with the requirements of DOI Financial Assistance Regulations, and/or (3) additional specific terms and conditions are required. Failure to satisfactorily resolve the issues identified by the Government may preclude award to the applicant.

3. Evaluation of Applicant Risk

In accordance with 2 C.F.R. § 200.205, applications selected for funding will be subject to a pre-award risk assessment which may include a review of information contained within the applicant's proposal, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards. Negative information that leads to an applicant being designated as "Medium Risk" or "High Risk" may result in specific conditions, as identified in 2 C.F.R. § 200.207, being incorporated into the final award

Section F: Federal Award Administration Information

1. Federal Award Notices

Upon being selected for the award, successful applicants will receive a notification of the selection of their application for funding. NPS anticipates funding notifications to the applicants selected for award on or about 120 days following the application deadline. A notice of selection is not an authorization to begin performance on an agreement. This notice will detail the next steps in the awarding process. Once all clearances and reviews have been conducted, a grant agreement will be sent for signature.

Work cannot begin before the non-Federal entity receives a fully executed copy of the grant agreement which contains the signature of the Financial Assistance Awarding Officer. Any pre-award costs incurred prior to the receipt of a signed agreement or written notice signed by a Financial Assistance Awarding Officer authorizing pre-award costs, is at the applicant's own risk. A grant agreement signed by a Financial Assistance Awarding Officer is the only authorizing document to begin performance.

Organizations whose applications have not been selected will be advised as promptly as possible.

2. Administrative and National Policy Requirements

a. Code of Federal Regulations (CFR)

By accepting Federal financial assistance, the non-Federal entity agrees to abide by the applicable Federal regulations in the expenditure of Federal funds and performance under this program: [2 C.F.R. Part 200](#) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards

b. Standard Award Terms and Conditions

Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by the Financial Assistance Awarding Officer. All financial assistance awards are subject to the terms and conditions incorporated either directly or by reference in the award document. Code of Federal Regulations/Regulatory Requirements, as applicable, are listed within Appendix B of this announcement (Contact the Financial Assistance Awarding Officer with any questions regarding the applicability of any terms and conditions).

- 2 C.F.R. Part 175 - Trafficking Victims Protection Act of 2000
- 2 C.F.R. Parts 182 & 1401 - Government-wide Requirements for a Drug-Free Workplace
- 2 C.F.R. Parts 180 & 1400 - Government-wide Debarment and Suspension (Non-procurement)
- 43 CFR. 18 - Restrictions on Lobbying

c. Order of Precedence

Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 C.F.R. Part 200, in its entirety; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; (f) and the non-Federal entity's project proposal.

d. Modifications

The agreement may be modified by written agreement signed by both the non-Federal entity's Authorized Representative and the Financial Assistance Awarding Officer. Administrative changes (i.e. Financial Assistance Awarding Officer name change, etc.) which do not change the statement of work, agreement amount, etc., or otherwise affect the non-Federal entity may be signed unilaterally by the Financial Assistance Awarding Officer. Additionally, a unilateral modification may be utilized if it should become necessary to impose remedies for non-compliance, suspension or termination of the agreement in accordance with 2 CFR 200, Section 200.338 – 200.342.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the NPS Financial Assistance Awarding Officer shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.

e. Payments

All applicants must be registered in the System for Awards Management (SAM) prior to award under this NOFO. Instructions for registering for SAM are located at <http://www.sam.gov/portal/public/SAM>. All applicants must maintain an active SAM registration with current information at all times while they have an active Federal award or an application under consideration.

All applicants must also be registered with, and willing to process all payments through, the Department of the Treasury Automated Standard Application for Payments (ASAP) system. All non-Federal entities with active NPS financial assistance agreements must be enrolled in ASAP under the appropriate Agency Location Code(s) (ALC) and the Data Universal Number System (DUNS) Number prior to the award of funds. If a non-Federal entity has multiple DUNS numbers they must separately enroll within ASAP for each unique DUNS Number and/or Agency. Note that if your entity is currently enrolled in the ASAP system with an agency other than NPS, you must enroll specifically with NPS in order to process payments.

f. Award Instrument Information

Projects will be funded, subject to the availability of funds, by issuance of a grant agreement.

The final award agreement will identify the amount of funding provided by NPS, any cost share to be provided by the non-Federal entity, a detailed Statement of Work (SOW) for the project, a project plan, and detailed project budget.

An agreement issued and signed by the NPS Financial Assistance Awarding Officer obligates NPS funds. Notification of a successful proposal does not constitute authority to incur costs.

g. Funding Restrictions

All funding is contingent upon the availability and appropriation of funds by the United States Congress.

h. Cost Principles:

Costs must be allowable in accordance with the applicable Federal cost principles referenced in 2 CFR Part 200, Subpart E – Cost Principles.

i. Pre-award Costs:

Must comply with 2 CFR Part 200.458 and requires written approval from the Financial Assistance Awarding Officer.

3. Reporting

a. Financial Status Reports:

A report of expenditures is required as documentation of the financial status of awards according to the official accounting records of the non-Federal entity's organization. The financial information will be reported by completing and submitting the Federal Financial Report (FFR), SF425. At a minimum, financial reports will be required annually and shall be submitted within 90 calendar days after the end of the annual reporting period. The Financial Assistance Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the grant agreement. A final FFR shall be submitted no more than 90 calendar days after the end date of the agreement.

The FFR can be downloaded at:

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>

The NPS Financial Assistance Awarding Officer will review the report for patterns of cash expenditures and assess whether performance or financial management problems exist. Before submitting the FFR to the NPS Financial Assistance Awarding Officer, non-Federal entities must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's accounting system. The non-Federal Entity Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in the agreement documents, and represents a claim to the Federal Government. Filing a false claim may result in the imposition of civil or criminal penalties.

b. Performance Reports:

A report of performance is required as documentation of performance towards the accomplishments of the Federal award and detailing project activity and participant profile information. At a minimum, performance reports will be required semi-annually and shall be submitted within 30 calendar days after the end of the annual reporting period. The Financial

Assistance Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the grant agreement. A final performance report shall be submitted no more than 90 calendar days after the end date of the agreement.

In accordance with 2 C.F.R. 200 § 200.328, the performance reports shall contain brief information on:

- (1) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement;
- (2) The reasons why established goals were not met, if appropriate; and
- (3) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Before submitting the performance report to the NPS Financial Assistance Awarding Officer, non-Federal entities must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's financial report. Filing false information may result in the imposition of civil or criminal penalties.

c. Non-Compliance:

Failure to comply with the reporting requirements contained in an agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and the withholding of future awards. The specific information regarding type, frequency and means of submission of post-Federal award reporting requirements will be contained in the award document.

4. Reporting Matters Related to Recipient Integrity and Performance:

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings in accordance with [Appendix XII to 2 C.F.R. 200](#).

Section G: Federal Awarding Agency Contacts

Agency Contact Information:

Name: Megan Brown, Chief, State, Tribal, Local, Plans & Grants Division
Address: National Park Service, 1849 C Street, NW, MS 7360, Washington, DC 20240
Phone: 202-354-2020
E-mail: STLPG@nps.gov

Questions and Requests pertaining to this Notice of Funding Opportunity shall be submitted to:

Name: State, Tribal, Local, Plans & Grants Staff
Address: National Park Service, 1849 C Street, NW, MS 7360, Washington, DC 20240
Phone: 202-354-2020
E-mail: STLPG@nps.gov

Questions relating to the grants.gov registration process, system requirements, how an application form works, or the submittal process must be directed to grants.gov at 1-800-518-4726 or support@grants.gov. Please only contact the grants.gov help desk for questions related to grants.gov.

Section H: Other Information:

1. Program Information

The National Park Service's (NPS) African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites related to the African American struggle to gain equal rights as citizens in the 20th Century. The NPS 2008 report, [Civil Rights in America, A Framework for Identifying Significant Sites](#), will serve as the reference document in determining the appropriateness of proposed projects and properties. AACR Grants are funded by the Historic Preservation Fund (HPF), administered by the NPS, and will fund a broad range of preservation projects for historic sites including: architectural services, historic structure reports, preservation plans, and physical preservation to structures. Grants are awarded through a competitive process and do not require non-Federal match. There are separate funding announcements for physical preservation projects and for historical research/documentation projects.

General program information is available at the State, Tribal, Local, Plans & Grants Division website at www.nps.gov/stlpg

2. Proprietary and Personally Identifiable Information

a. Notice of Potential Disclosure under Freedom of Information Act

Applicants should be advised that identifying information regarding all applicants, including applicant names and/or points of contact, may be subject to public disclosure under the Freedom of Information Act, whether or not such applicants are selected for negotiation of award. Applicants must identify any proprietary information within their applications.

b. Personally Identifiable Information

In responding to this Notice of Funding Opportunity, applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the following documents: Project Abstract, Project Narrative, Biographical Sketches, Budget or Budget Justification. These documents will be used by the Merit Review Committee in the review process to evaluate each application. PII is defined by the Office of Management and Budget (OMB) as:

Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual. This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

Public PII:

PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials.

Protected PII:

PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

3. Routine Notices to Applicants

a. Modification or Changes to the Notice of Funding Opportunity

Notices of any modifications to this Notice of Funding Opportunity will be posted on Grants.gov. You can receive an email when a modification or an announcement message is posted. When you download the application at Grants.gov; you can also register to receive notifications of changes through Grants.gov.

b. Government Right to Reject or Negotiate

NPS reserves the right, without qualification, to reject any or all applications received in response to this announcement and to select any application, in whole or in part, as a basis for negotiation and/or award.

c. Evaluation and Administration by Non-Federal Personnel

In conducting the merit review evaluation, the Government may seek the advice of qualified non-Federal personnel as reviewers. The Government may also use non-Federal personnel to conduct routine, nondiscretionary administrative activities. The applicant, by submitting its application, consents to the use of non-Federal reviewers/administrators. Non-Federal reviewers must sign conflict of interest and non-disclosure agreements prior to reviewing an application. Non-Federal personnel conducting administrative activities must sign a nondisclosure agreement.

d. Notice of Right to Conduct a Review of Financial Capability

NPS reserves the right to conduct an independent third party review of financial capability for applicants that are selected for negotiation of award (including personal credit information of principal(s) of a small business if there is insufficient information to determine financial capability of the organization).

2. **Fringe Benefits.** If more than one rate is used, list each rate and salary base. Rates are based on the percent of time spent working on this project.

| Name/Title of Personnel | % Rate | Charged Salary | # of Years | Federal Grant Funds | Match/Cost Share | Total |
|-------------------------|--------|----------------|------------|---------------------|------------------|-------------|
| Jane Smith | 25 | 20,000 | 2 | \$ 2,000.00 | \$ 2,000.00 | \$ 4,000.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| SUBTOTAL | | | | \$ 2,000.00 | \$ 2,000.00 | \$ 4,000.00 |

Section Three: Consultant Fees

The third section lists any consultants you expect to hire to assist with your project. Examples include historic preservation consultants, architects, engineers, conservators, etc. You need to either provide a flat rate for each consultant OR a daily rate and the number of days they will work on the project. You should not provide both. Remember that all consultants must be chosen through a competitive procurement process.

Section Four: Travel and Per Diem

The fourth section covers necessary travel, though many grants will not need travel. If your application includes travel, please make sure you have discussed this in detail in your project description including where you are going, why, and how this supports the project. The budget section asks you to input some simple information first: where you are traveling to/from, how many people will be going on each trip, the number of days of the trip. If you are travelling overnight, please include a daily sum for lodging plus per diem. These rates cannot exceed federal rates, which can be found at www.gsa.gov. Also, include the transportation costs per person, i.e. plane ticket cost, train, rental car cost, broken out per person, etc. Travel must be directly tied to the grant assisted project.

It should be easy for reviewers to see that there are 2 people going for 2 days with daily lodging at \$100 and transport at \$100. That would mean \$200 total for transport (\$100 x 2 people) and \$400 for lodging and per diem (\$100 x 2 days x 2 people) for a total of \$600.

4. **Travel and Per Diem.** Indicate the number of persons traveling, the total days they will be in travel status, and the total subsistence and transportation costs. Lodging and per diem must be based on government rates which can be found at <http://www.gsa.gov/>.

| From/To | No. of People | No. of Days | Daily Lodging & Per Diem | Transportation Costs Per Person | Federal Grant Funds | Match/Cost Share | Total |
|-----------------------|---------------|-------------|--------------------------|---------------------------------|---------------------|------------------|-----------|
| Atlanta to Birmingham | 2 | 2 | 100 | 100 | \$ 600.00 | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| SUBTOTAL | | | | | \$ 600.00 | \$ 0.00 | \$ 600.00 |

Section Five: Supplies and Materials & Section Six: Equipment

For sections five and six, please pay close attention to the definitions provided for what is a supply/material and what is equipment. Construction materials should NOT go in these sections, they belong in section seven.

Section five is supplies, which are defined as any items costing less than \$5,000 or with an estimated useful life of less than one year. If any supplies cost more than \$5,000 they are automatically equipment.

Section six is equipment. All equipment requires written NPS approval prior to purchase. Equipment is anything costing over \$5,000 with an estimated useful life of more than one year.

Section Seven: Construction/Conservation Materials and Labor

Section seven is for any costs related to physical construction or conservation. Costs can be broken into large categories such as “repair roof” and “underpin foundation”. The costs should not be a lump sum “construction” line item. Contingency is not allowed as a separate line item.

Section Eight: Administrative Costs

Section eight is for costs related to the management of the grant. All grant programs funded through the Historic Preservation Fund have a maximum 25% of total project cost (Federal plus match) that can go towards both administrative and indirect costs combined.

Administrative costs can be defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

This section also provides a line for your indirect costs if you are charging indirect costs to the grant. Please make sure you are submitting an approved indirect cost rate agreement or a De Minimis cost rate worksheet if charging.

Section Nine: Other Costs

Section nine is for any other costs either not captured in the sections above or as overflow from above sections. If overflow, please ensure you mark which category the cost belongs with. Please pay attention to the directions in the worksheet. “Miscellaneous” and “Contingency fees” are NOT allowable budget items. All costs must be broken out into acceptable categories and costs.

Match

After all of the budget categories, the worksheet asks for sources of non-Federal match. Non-Federal match is not required for all grant programs, but please pay attention to make sure you are providing match when needed. For all programs where match is not required, it can be considered a competitive factor. Any match that is secured, or in hand, should go in the “secured

match” section. Any match you are still in the process of raising goes under “unsecured match.” There is also a notes box for any comments you have regarding your matching share.

Organization Questions

For all non-Federal applicants, we ask that you input your most recently completed fiscal year along with your non-Federal budget for that year. After the worksheet’s automated budget summary there are a few more questions. First is asking about your organization’s financial management standards. Second asks if your organization has a single audit, and if not, then is there any other audit or financial statement. Third asks for certification that there is no overlap in Federal Funding. Finally, we ask all applicants to list any/all Historic Preservation Fund (HPF) grants received in the last 5 years.

If you need assistance in completing the project description or budget justification worksheet, please contact NPS at: 202-354-2020 STLPG@nps.gov. If you are having problems with Grants.gov or with the SF-424 series, please contact them directly at 1-800-518-4726.

Agenda Action Form Paducah City Commission

Meeting Date: November 26, 2019

Short Title: Save America's Treasures Preservation Projects Grant Application in the amount of \$200,000 - **T WILSON**

Category: Municipal Order

Staff Work By: Ty Wilson, Melanie Townsend

Presentation By: Ty Wilson

Background Information: Save America's Treasures grants from the Historic Preservation Fund provide preservation and/or conservation assistance to nationally significant historic properties or collections. The grant is administered by the National Park Service (NPS) in partnership with the National Endowment for the Arts (NEA), the National Endowment for the Humanities (NEH), and the Institute of Museum and Library Services (IMLS). The grant requires a dollar-for-dollar, non-Federal match, which can be cash or documented in-kind.

The City of Paducah in partnership with the Paducah Arthouse Alliance (PAHA) is applying for funding in the amount of \$200,000 to repair the front façade of the Columbia theatre. The match will be provided by the PAHA.

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

If yes, please list the Action Step Item Codes(s): A-4: Assist local arts and culture organizations with grant funding.

Funds Available: Account Name:
Account Number:

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

Attachments:

1. Municipal Order
2. SAT_19_PreservationNOFO

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SAVE AMERICA'S TREASURES PRESERVATION PROJECTS GRANT APPLICATION FROM THE HISTORIC PRESERVATION FUND, WHICH IS ADMINISTERED BY THE NATIONAL PARKS SERVICES (NPS) IN THE AMOUNT OF \$200,000, TO REPAIR THE FAÇADE OF THE COLUMBIA THEATRE, AND AUTHORIZING THE GRANTS ADMINISTRATOR TO SUBMIT THE GRANT APPLICATION

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

SECTION 1. The Mayor is hereby authorized to execute a grant application through the National Park Service (NPS) in the amount of \$200,000, to repair the façade of the Columbia Theatre. There is a dollar-for-dollar, non-Federal match, which can be cash or documented in-kind, that shall be provided by the Paducah Arthouse Alliance (PAHA).

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, November 26, 2019

Recorded by Lindsay Parish, City Clerk, November 26, 2019

\\mo\grants\app-NPS African American Civil Rights Preservation Project Grant - 2019

**U.S. Department of the Interior
National Park Service**

**Financial Assistance
Notice of Funding Opportunity (NOFO)**



| | |
|---------------------------------------|--|
| Program Title | Save America's Treasures Preservation Projects – Historic Preservation Fund |
| Notice of Funding Opportunity Number: | <u>P20AS00005</u> |
| Announcement Type | <u>Initial</u> |
| CFDA Number: | <u>15.929</u> |

| | | | |
|-----------------------|--------------------------|-----------------|-------------------------|
| Issue Date: | <u>October 2, 2019</u> | | |
| Application Due Date: | <u>December 10, 2019</u> | Time AM/PM Zone | <u>11:59 PM Eastern</u> |

Announcement Type: rolling Notice of Funding Opportunity for discretionary grant agreements. Applications may be submitted at any time up to the closing date of the announcement. Applications received will be reviewed following a merit review process as outlined in Section E of this announcement.

| Agency Contact Information | | Questions and Requests | |
|----------------------------|--|------------------------|--|
| Name | <u>Megan J. Brown</u> | Name | <u>STLPG Staff</u> |
| Address | <u>State, Tribal, Local, Plans & Grants Division National Park Service 1849 C Street, NW Mail Stop 7360 Washington, DC 20240</u> | Address | <u>State, Tribal, Local, Plans & Grants Division National Park Service 1849 C Street, NW Mail Stop 7360 Washington, DC 20240</u> |
| Phone | <u>202-354-2020</u> | Phone | <u>202-354-2020</u> |
| Email | <u>STLPG@nps.gov</u> | Email | <u>STLPG@nps.gov</u> |

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Section A: Program Description

Federal Agency Name: Department of the Interior, National Park Service

Funding Opportunity Title: Save America's Treasures Preservation Projects- Historic Preservation Fund

Funding Opportunity Number: P20AS00005

Catalog Of Federal Domestic Assistance (CFDA) Number: 15.929

Legislative Authority:

- 54 USC 301 et seq. (National Historic Preservation Act)
- 54 USC 3089 (Save America's Treasures Program)
- Consolidated Appropriations Act of 2019, enacted as Public Law 116-6

Federal Regulations: 2 C.F.R. § 200, 2 C.F.R. § 1402

Program Background Information and Objectives:

Save America's Treasures grants from the Historic Preservation Fund provide preservation and/or conservation assistance to nationally significant historic properties and collections. Grants are awarded through a competitive process and require a dollar-for-dollar, non-Federal match, which can be cash or documented in-kind. The grant program is administered by the National Park Service (NPS) in partnership with the National Endowment for the Arts (NEA), the National Endowment for the Humanities (NEH), and the Institute of Museum and Library Services (IMLS).

FY2019 Public Law 116-6 provides \$13 million for the SAT Grant Program.

Department of the Interior Priorities:

This program supports the following Department of the Interior (DOI) priorities:

- Modernizing our infrastructure: Remove impediments to infrastructure development and facilitate private sector efforts to construct infrastructure projects serving American needs;
- Restoring trust with local communities: Expand the lines of communication with Governors, state natural resource offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and local communities.

Section B: Federal Award Information

Anticipated Federal Funding:

Based on prior years data, NPS anticipates between \$5M to \$20M in available funding per fiscal year for the entire program. Appropriations from multiple fiscal years may be combined dependent on receipt of sufficient applications and timing of appropriations.

Non-Federal Entity Cost Share:

The recipient must provide a dollar-for-dollar cost match, which is a minimum of 50% of the total project cost. Contributions for cost match must be made from non-Federal sources which may include properly documented cash, in-kind contributions or services, or materials.

Estimated Number of Agreements to be Awarded:

Based on prior year data, NPS anticipates between 15 and 60 agreements per fiscal year. The actual number of awards will depend on the number of meritorious applications and the availability of appropriated funds.

Estimated Amount of Funding Available Per Award:

The award size will depend on the number of meritorious applications and the availability of appropriated funds. Based on prior year data, NPS anticipates the average dollar amount of awards made under this announcement to be between \$125,000 and \$500,000. The largest award made under this program will be \$500,000.

Anticipated Start Date:

Projects receiving funding through this Notice of Funding Opportunity will start once funding has been secured and awards have been made. Agreements are not effective until fully executed with signature from the NPS Financial Assistance Awarding Officer (FAAO). Do not anticipate a start date sooner than on or about 120 days following the application deadline.

Anticipated Term of the Agreement:

Agreement terms for funded projects are estimated to range between two to three years, depending on the negotiated project statement of work. Continuation funding (funding for the second and subsequent budget periods) is contingent on: (1) availability of funds appropriated by Congress and future year budget authority; (2) progress towards meeting the objectives of the approved application; (3) submission of required reports; and (4) compliance with the terms and conditions of the award.

Grant Agreement - A legal instrument of financial assistance between The National Park Service and a non-Federal entity that, consistent with 31 U.S.C. § 6302, 6304:

(1) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the Federal awarding agency's direct benefit or use;

(2) Is distinguished from a cooperative agreement in that it does not provide for substantial

involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Substantial Involvement:

No substantial involvement on the part of the National Park Service (NPS) is anticipated.

Other Information:

1. Applications for renewal or supplementation of existing projects are not eligible.
2. Projects funded under this program constitute “undertakings” as defined by Section 106 of the National Historic Preservation Act, as amended (54 U.S.C. 306108). Accordingly, after the grant is awarded, the National Park Service will work with the grantee to complete the consultation process prior to receiving funds from their grant account. Depending on the project, additional federal reviews may be required under other laws such as, the Archaeological Resources Protection Act of 1979 (ARPA), the National Environmental Policy Act (NEPA), and Native American Graves Protection and Repatriation Act (NAGPRA).
3. Any historic property receiving development assistance through the program will be required to place a preservation covenant/easement/agreement on the property, to protect the federal investment and characteristics which made the property historic.
4. Administration costs necessary to complete and administer the program cannot exceed 25% of total cost (primary and subgrants combined). This limitation for the Historic Preservation Fund is by statute, 54 U.S.C. 302902.
5. Preparation of architectural/engineering plans and specifications not to exceed 20% of the total project cost.

Section C: Eligibility Information

Announcement Closing Date: December 10, 2019 at 11:59 PM (ET)

Applications will be reviewed and evaluated as they are received and may be submitted at any time up until the closing date of this announcement. An applicant's failure to meet an eligibility criterion by the closing date of this announcement will result in the application being excluded from consideration. This includes but is not limited to late and incomplete application packages. Applications must be submitted through Grants.gov.

1. Eligible Applicants

In accordance with the National Historic Preservation Act as amended, 54 USC §300101, this funding opportunity is limited to:

- Nonprofit, tax-exempt 501(c)(3), U.S organizations
- Units of state or local government
- Federally-recognized Indian Tribes, Alaska Natives, and Native Hawaiian Organizations, as defined by 54 USC § 300300
- Educational institutions
- Federal agencies funded by the Department of the Interior and Related Agencies Appropriations Act, with the exception of the National Park Service (NPS).
 - Grants will not be available for work on sites or collections owned by the NPS.
 - Other federal agencies collaborating with a nonprofit partner to preserve the historic properties or collections owned by the federal agency may submit applications through the nonprofit partner.
- Preservation projects must be:
 - Designated individually as a National Historic Landmark or a contributing structure to a National Historic Landmark District, at the time of application.
 - Listed individually in the National Register of Historic Places for national significance (not state or local significance) or a contributing structure to a historic district that is listed in the National Register for its national significance, at the time of application.

***Individual projects are only eligible for one SAT grant. Individual properties or collections that received a SAT grant in the past are not eligible for additional funding. A list of past, funded projects can be found at: go.nps.gov/satmap**

2. Cost Sharing or Matching

In accordance with 54 USC 308901 et seq. Public law 111-11, Title VII, Subtitle D, Section 7303(b) non-Federal cost share in the amount of 50% is required to be eligible for an award under this NOFO. The non-Federal entity must be willing to contribute at least 50% of the total project cost from non-Federal sources as evidenced by a letter of commitment from the applicant. Eligible non-Federal sources of contributions must be in accordance with 2 C.F.R. § 200.306 and may include: cash, in-kind contributions, and/or volunteer services. Non-Federal entity cost share contributions shall be annotated within the SF-424A or C (reference section D, Application and Submission Information). Thus the non-Federal entity must provide a non-Federal dollar for dollar cost match.

3. Eligible costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program they also include:

- Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
- Administrative costs necessary to complete and administer the grant requirements;
- Rehabilitation of properties;
 - Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places at the national level of significance (not state or local significance),
 - All work must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, and
 - All projects receiving repair assistance must enter into a preservation agreement/covenant/easement.
- Projects must substantially mitigate the threat and include steps to mitigate future damage;
- Cost for establishing/administering an easement/covenant for the property;
- Cost for any required audits or financial requests;
- Cost for the production of a project sign;
- Costs for public notice of grant opportunity;
- Costs associated with required training or reporting; and
- Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. What Is Not Funded

- Construction of new buildings
- Acquisition of collections or historic sites
- Long-term maintenance or curatorial work beyond the grant period
- Reconstructing historic properties (recreating all or a significant portion that no longer exists)
- Moving historic properties or work on moved historic properties that are no longer eligible for listing in the NRHP
- Cash reserves, endowments, revolving funds, or fund-raising costs
- Work performed prior to announcement of award
- Work on sites owned by the NPS
- Lobbying or advocacy activities
- Costs for work already completed or funded through other federal programs
- Administrative costs may not be over 25% of project budget
- Miscellaneous costs, contingencies, reserves, and overhead

5. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

- Review and approval of interim and final reporting to include compliance with 2 CFR 200
- Review and approval for compliance with the *Secretary of the Interior's Guidelines and Standards for Historic Preservation*
- Review and approval for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
- Review and approval for compliance with the National Environmental Protection Act (NEPA).
- Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e. Draft National Register nomination if required, etc.)

Section D: Application and Submission Information

1. Application Package

All application materials, including photographs, become the property of the National Park Service and may be reproduced by NPS without permission but with appropriate credit given for any such use. Additional materials not specifically requested by NPS, and materials sent separately from the application, will be discarded.

The Application Package contains several mandatory forms, which must be submitted with your proposal through opportunity number P20AS00005 on grants.gov.

Documents 1 through 7 will be available within the “Manage Workspace” Page

1. SF-424 (Application for Financial Assistance)
2. SF-424A (Budget Information for Non-Construction Programs)
3. SF-424B (Assurance for Non-Construction Programs)

***Please note: ALL applicants must fill out the SF-424A and SF-424B, they are mandatory for all grant applications.**

4. SF-424C (Budget Information for Construction Programs)
5. SF-424D (Assurance for Construction Programs)
6. SF-LLL (Disclosure of Lobbying Activities), if anticipated award is over \$100,000
7. Attachments Form

Documents 8 through 11 can be found on the “Related Documents” tab within the Grants.gov opportunity.

8. Project Description Worksheet
9. Budget Justification Worksheet
 - a. Do you have policies and procedures in place that meet the financial management standards in 2 CFR 200.302? NPS may ask for copies of policies if selected for funding.
 - b. Do you have a single audit and was it submitted to the Federal Audit Clearinghouse? If no, do you have another type of audit or other annual financial statement?
 - c. Can you certify that there will be no overlap of Federal Funding?
 - d. Attach a complete set of financial statements including:
 - i. Balance sheet/Statement of Financial Position
 - ii. Statement of Revenue and Expense/Statement of Activities
 - iii. Statement of Cash Flow
10. Project Images Worksheet
11. Indirect Cost Rate Agreement or De Minimis Indirect Cost Rate Certification (Submit if applicable, see below)
12. Proof of Non-Profit Status (Submit if applicable, see below)
13. Letters of Support (Submit if applicable, see below)
14. Property Owner’s Permission (Submit if applicable, see below)

2. Contents and Form of Application Submission

You must complete the mandatory forms and any applicable optional forms, in accordance with the instructions below, as required by this NOFO. Do not include any proprietary or personally identifiable information (PII). A complete application should include:

- Standard Form 424 (SF 424) – Application for Federal Assistance
 - Complete this form as much as possible with all applicable information. Please note: You must provide your ZIP Code + 4, 0000 is not acceptable. Your DUNS and Bradstreet Number (DUNS) must match the DUNS Number under your SAM.gov record.

- Standard Form 424A and 424C – Budget Information
 - The project budget shall include detailed information on all cost categories and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. All costs shown in the budget documents should match what is discussed in the project description worksheet. Cost categories can include, but are not limited to, those costs items included on the SF424A and SF424C.

 - **NOTE:** No more than 25% of the entire budget may be applied towards administrative costs (defined below), plus indirect costs.

 - Administrative costs are: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

- Standard Form 424B and D - Assurances
 - By downloading this form on the “Manage Workspace” page, this form will be marked as “passed” and will be considered completed and marked as “Read Only”. You do not need to re-upload it on the attachments form.

- Standard Form LLL - Disclosure of Lobbying Activities
 - In accordance with 43 C.F.R. § 18 and 31 U.S.C. § 1352 this form must be completed and signed if the amount of the Federal award is anticipated to exceed \$100,000.00.
 - If you are not participating in any lobbying activities, simply put “N/A” in the appropriate sections.

- Attachments Form
 - The Attachments Form is where the required organizational chart, indirect cost rate, certification of qualified staff and review board statement, and any other relevant documents are attached as part of the grant application.
 - All files attached to the attachments form should be in either .pdf or .doc format. No other formats will be reviewed.

- Project Description Worksheet
 - Project descriptions must address each of the evaluation criteria and applications will be reviewed against this rubric as part of the merit evaluation process.
 - NPS will evaluate and consider only those applications that separately address each of the five criteria listed in Section E.
 - A suggested Project Description Worksheet format is included under the “Related Documents” tab on grants.gov which includes all character limits.

- Budget Justification Worksheet
 - All costs listed in the SF-424A and SF-424C must correspond to the activities in the Project Description and must be outlined in the Budget Justification Worksheet. However, do not include your cost breakdown as part of the narrative Project Description.
 - Costs must be broken out into Federal and matching funds by cost center such as personnel, fringe benefits, travel, administrative costs, etc.
 - If matching share is included in your budget, please list the sources of non-Federal match as well as if the match is secured or unsecured.
 - The following questions must be answered in your budget justification:
 - Do you have policies and procedures in place that meet the financial management standards in 2 CFR 200.302? NPS may ask for copies of policies if selected for funding.
 - Do you have a single audit and was it submitted to the Federal Audit Clearinghouse? If no, do you have another type of audit or other annual financial statement?
 - Can you certify that there is no overlap in Federal Funding?
 - a) All applicants must provide a statement to identify whether or not any overlap exists between the proposed project and any other active or anticipated project(s) in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal).
 - b) The statement and the description of overlap or duplication should be provided as a separate attachment to the application.
 - c) If no overlap or duplication exists, a sample statement to satisfy this requirement might be: “[Insert Applicant Name] affirms that no overlap or duplication exists between the proposed project in this application and any other active or anticipated project in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding

consideration to any other potential funding source (Federal or non-Federal).”

- d) If any overlap or duplication does exist, applicants must provide a description of the overlap including when the overlapping or duplicative proposal(s) were submitted, to whom (entity and program), and when funding decisions are expected to be announced.
- e) If at any time a proposal is awarded funds that would be overlapping or duplicative of the funding requested from NPS, the applicant must immediately notify the NPS point of contact. Any overlap or duplication of funding between the proposed project and other active or anticipated projects may impact selection and/or funding amount.
 - Attach a complete set of financial statements including:
 - a) Balance sheet/Statement of Financial Position
 - b) Statement of Revenue and Expense/Statement of Activities
 - c) Statement of Cash Flow
- **Please note:** Maximum hourly wages charged to this grant for personnel and consultants may not exceed 120% of the salary of a Federal Civil Service GS-15, Step 10. Current salary tables for your location can be found on the Office of Personnel Management website: <https://www.opm.gov>.
- Project Images Worksheet
 - Provide photos of the potential affected context/sites/districts.
 - Photos should show current conditions and immediate threat.
 - May also be elevations, plans, or other images
 - Color or black and white photos are both accepted
 - Photographs should clearly describe the community and the historic site involved in the project.
- Indirect Cost Rate Agreement, if applicable
 - If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, Appendix III through Appendix VII as applicable. A negotiated indirect cost rate agreement must be provided with your proposal.
 - If selecting use of 10% de minimis rate because of no prior negotiated indirect cost rate a De Minimis Indirect Cost Rate Certification must be submitted.
 - If your proposed budget includes indirect costs, please submit either:
 - Your organization’s Indirect Cost Rate Negotiation Agreement, or
 - DeMinimis Indirect Cost Rate Certification.
 - If selecting use of 10% de minimis rate because of no prior negotiated indirect cost rate a De Minimis Indirect Cost Rate Certification must be

submitted. Proposals that fail to document their indirect costs will have those costs disallowed.

- Indirect and direct administrative costs may not exceed 25% of the total project budget as defined in 54 USC 301 et seq.
- Proposals that fail to document their indirect costs will have those costs disallowed.
- Proof of Non-Profit Status, if applicable
 - Please attach your organization's current proof of non-profit status if your organization is a non-profit.
- Letter of Owner Consent, if applicable
 - If your project is doing work to or preparing a National Register nomination for a property and the owner is different than the applicant, then the applicant must include written permission from the owner to complete the project and any applicable easements or covenants with the application. If this is anticipated as part of the project, indicate the plan for obtaining this owner consent as part of the project.
 - The letter of owner consent must be written within 60 days of the application due date and pertain to this particular application.
 - You cannot re-use previous letters of owner consent.
- Letters of Support, if applicable
 - Letters of support should be submitted if defining specific partner support or matching funds. These letters must be submitted with your application via grants.gov as part of the attachments form. Letters received in any other manner may not be considered. All letters must be addressed to: Megan Brown, Chief of State, Tribal, Local, Plans & Grants Division, NPS.
 - Please do NOT mail any letters. They must be submitted with your application. Letters not submitted via grants.gov may not be considered.

If selected for award, NPS reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:

- (a) Other budget information
- (b) Financial capability
- (c) Evaluation of risk
- (d) Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 43 C.F.R. § 17)

3. Unique entity identifier and System for Award Management (SAM)

Each applicant (unless exempt under 2 CFR §25.110) is required to:

- (a) Be registered in SAM.gov;
- (b) Provide a valid unique entity identifier in its application (currently a DUNS number);

(c) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

Registration processes for SAM can be found at <https://www.sam.gov>

A financial assistance agreement will not be made with a non-Federal entity until the non-Federal entity has complied with all applicable unique entity identifier and SAM requirements. If a non-Federal entity has not fully complied with the requirements by the time that an agreement is ready for award, a determination may be made that the applicant is not qualified to receive a Federal award. That determination may be used as a basis for making a Federal award to another applicant.

In addition, in order to submit an application through Grants.gov an applicant must have an active SAM registration and register for submission permissions through the [Grants.gov](https://www.grants.gov) website. Utilize the following link to guide you through this process:

<http://www.grants.gov/web/grants/applicants/organization-registration.html>

***Please note: registration in these systems can take several weeks. Extensions due to incomplete registrations in these systems will NOT be provided.**

4. Submission Dates and Times

Applicants are held responsible for their proposals being submitted to the National Park Service. Applications must be received by December 10, 2019 at 11:59 PM (ET). Applicants are encouraged to submit the application well before the deadline.

Application preparation time may take several weeks, so please start the application process as soon as possible. Applications received after the deadline will not be reviewed or considered for award. If it is determined that a proposal was not considered due to lateness, the applicant will be notified during the selection process.

5. Intergovernmental Review

This funding opportunity is not subject to Executive Order (EO) 12372 “Intergovernmental Review of Federal Programs.” Applicants subject to EO 12372 must contact their State’s Single Point of Contact (SPOC) to find out about and comply with the State’s process. The names and addresses of the SPOC’s are listed in the OMB’s home page at: <https://www.whitehouse.gov/wp-content/uploads/2019/02/SPOC-February-2019.pdf>

6. Funding Restrictions

Costs incurred by the applicant prior to the start date of the period of performance of a signed Federal award are only allowable with written approval by a Financial Assistance Awarding Officer and may only be counted toward their cost share requirement.

7. Other Submission Requirements

Applications must be submitted through Grants.gov to the National Park Service by December 10, 2019 at 11:59 PM (ET). Applications submitted by other means or not received by the deadline will NOT be considered.

After you submit your application you should receive three emails from grants.gov.

1. The first email will be a confirmation that you have submitted your application.



Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

2. The second email will confirm receipt of your application by the grants.gov system.

From: DoNotReply@grants.gov [mailto:DoNotReply@grants.gov]
Sent: Wednesday, December 2, 2015 9:55 AM
To: jdoe@applicant.org
Subject: GRANT10637616 Grants.gov Submission Receipt

Your application has been received by Grants.gov, and is currently being validated.
Your submission was received at Dec 2, 2015 03:25:55 AM EST

Validation may take up to 2 business days. To check the status of your application please click here
http://www.grants.gov/applicants/track-my-application.html?tracking_num=GRANT10637616

Type: GRANT

Grants.gov Tracking Number: GRANT10637616

We will notify you via email when your application has been validated by Grants.gov and is being prepared for Grantor agency retrieval.
DUNS Number: 0000000000000

AOR name: James Doe

Application Name: ApplicationName

Opportunity Number: OPPORTUNITY-NUMBER-1

Opportunity Name: Opportunity Name

<https://applv07.grants.gov/apply/login.faces?cleanSession=1&userType=applicant>

Thank you.
Grants.gov
If you have questions please contact the Grants.gov Contact Center:
support@grants.gov
1-800-518-4726
24 hours a day, 7 days a week. Closed on federal holidays.

PLEASE NOTE: This email is for notification purposes only. Please do not reply to this email for any purpose.

- The third will indicate that the application has either been successfully validated by the system or rejected due to errors. If your application is rejected due to errors, please contact grants.gov immediately. Your application must be validated in order for your application to be forwarded to NPS and be considered for funding.

From: DoNotReply@grants.gov [DoNotReply@grants.gov]
Sent: Thursday, November 01, 2013 12:13 PM
To: jdoe@applicant.org
Subject: GRANT10582033 Grants.gov Submission Validation Receipt for Application

Your application has been received and validated by Grants.gov and is being prepared for Grantor agency retrieval.

DUNS Number: 000000000000

AOR name: Mary Smith

Application Name: [ApplicationName](#)

Opportunity Number: OPPORTUNITY-NUMBER-1

Opportunity Name: Opportunity Name

<https://apply07.grants.gov/apply/login.faces?cleanSession=1&userType=applicant>

You will be notified via email when your application has been retrieved by Grantor agency.

Thank you.
Grants.gov
If you have questions please contact the Grants.gov Contact Center,
support@grants.gov
1-800-518-4726
24 hours a day, 7 days a week. Closed on federal holidays.

PLEASE NOTE: This email is for notification purposes only. Please do not reply to this email for any purpose.

In the event the applicant experiences difficulties in completing their application, please contact: STLPG@nps.gov or 202-354-2020. Technical issues with Grants.gov should be resolved by calling 1-800-518-4726 or visiting their online help desk. Document any issues with submission carefully.

START THIS PROCESS EARLY DON'T DELAY!

Section E: Application Review Information

1. Criteria

NPS will evaluate and consider only those applications that separately address each of the merit review criteria. Each applicant is required to provide a detailed project description, in accordance with section D.2., of the following criteria elements.

| Criterion 1 | |
|-----------------------|---|
| 20 Points | |
| National Significance | <p>The historic property must be listed as nationally significant at the time of application. Properties not meeting this criterion will receive no further consideration. The quality of national significance is ascribed to historic properties that possess exceptional value or quality in illustrating or interpreting the intellectual and cultural heritage and the built environment of the United States, that possess a high degree of integrity, and that are:</p> <ul style="list-style-type: none"> ○ Designated individually as a National Historic Landmark or a contributing structure to a National Historic Landmark District, or ○ Listed individually in the National Register of Historic Places for national significance (not state or local significance) or a contributing structure to a historic district that is listed in the National Register for its national significance. |

| Criterion 2 | |
|--------------------------------|---|
| 20 Points | |
| Severity of Threat to Property | <p>Describe the current condition of the historic property and explain how it is threatened or endangered. The source(s), nature, extent, and severity of the threat, danger or damage to the property must be clearly and convincingly argued.</p> |

| Criterion 3 | |
|--|--|
| 20 Points | |
| How Effectively the Project Mitigates the Threat | <p>Projects must substantially mitigate or eliminate the threat, danger, or damage described must have a clear public benefit (for example, historic places open for visitation or public use). Please clearly state what preservation activities will be undertaken as part of this project and address the following points:</p> <ol style="list-style-type: none"> 1. Describe the key project activities and products to be supported by this grant and the non-Federal match. 2. Describe how the work will significantly diminish or eliminate the threat, danger, or damage to the historic property. 3. Explain any pre-project planning or research, such as Historic Structures Reports, on which project decisions are based. 4. List the key type of personnel undertaking the work and briefly describe the qualifications you will require. Consultants must be selected competitively and their qualifications reviewed and approved by the Federal agency overseeing the grant. 5. Describe how the project will have a clear public benefit. |

| | |
|--|---|
| | <ol style="list-style-type: none"> 6. Explain how your organization will ensure continued maintenance of the historic property. This includes any current or future maintenance plans. 7. If this application is for one component of a larger project, has that project begun? If so, what work has been completed? Has the ongoing work been reviewed by the State Historic Preservation Office? 8. If the building will have a new use after the grant funded work is complete, what is that use? 9. Is any new construction planned in the vicinity of the historic property? 10. Will this project also involve the use of Federal Historic Preservation Tax Credits? |
|--|---|

| Criterion 4 | |
|-------------|--|
| 20 Points | |
| Feasibility | <p>Discuss how the project is feasible (i.e. able to be completed within the proposed activities, schedule, and budget described in the application). The application must address:</p> <ol style="list-style-type: none"> 1. Document the sources of required non-Federal match. List the secured and proposed sources and amounts of the required dollar-for-dollar non-Federal match, which can be cash or in-kind. Federal appropriations or other Federal grants, except CDBG grants from the Department of Housing and Urban Development, may not be used for match. All non-Federal matching-share must be used during the grant period for the proposed project. If the match is not secured, explain how it will be raised. Include information about specific fund-raising projects or other grants that are being sought as matching share. Discuss past successes in fund-raising efforts. 2. Provide a timeline for project completion. Should your application be successful, the period of support will be negotiated by you and the funding agency, but is typically 2-3 years. No work undertaken before a grant is awarded will be supported by grant funds. Timeline should not include specific dates, e.g. “Month 1: planning Month 2: Research.” Work should not be scheduled to begin prior to April 2020. <p>Describe how the project will result in the recognition, understanding, and preservation of associated resources. Describe any public-private partnerships involved in the project and how these partnerships will sustain and continue to support the resource(s) after the grant project is complete.</p> |

| Criterion 5 | |
|---------------------------------------|--|
| 20 Points | |
| Department of the Interior Priorities | <p>Please discuss how the subgrant program will support at least one of the following Department of the Interior (DOI) priorities:</p> <ul style="list-style-type: none"> • Modernizing our infrastructure: Remove impediments to infrastructure development and facilitate private sector efforts to construct infrastructure projects serving American needs; |

| | |
|--|--|
| | <ul style="list-style-type: none"> Restoring trust with local communities: Expand the lines of communication with Governors, state natural resource offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and local communities. |
|--|--|

2. Review and Selection Process

Qualified NPS personnel, and in some cases independent federal reviewers, will review all proposals. All proposals for funding will be considered using the criteria outlined above. A summary of reviewer comments may be provided to the applicant if requested.

a. Initial Review

Prior to conducting the comprehensive merit review, an initial review may be performed to determine whether: (1) the applicant is eligible for an award; (2) the information required by the NOFO has been submitted; (3) all mandatory requirements of the NOFO are satisfied; and (4) the proposed project is responsive to the program objectives of the NOFO (program determination). If an applicant fails to meet the requirements or objectives of the NOFO, or does not provide sufficient information for review, the applicant will be considered non-responsive and eliminated from further review.

b. Comprehensive Merit Review

All applications that satisfactorily pass the initial review will be eligible for the Comprehensive Merit Review. Each criteria element will be scored on a 0-20 point scale with the following **suggested** range:

| Description | | | | | |
|-------------|-------------|-------------|-------------|-------------|----------------|
| Criterion 1 | Criterion 2 | Criterion 3 | Criterion 4 | Criterion 5 | |
| 20 | 20 | 20 | 20 | 20 | Superior |
| 16 | 16 | 16 | 16 | 16 | Good |
| 12 | 12 | 12 | 12 | 12 | Satisfactory |
| 8 | 8 | 8 | 8 | 8 | Marginal |
| 4 | 4 | 4 | 4 | 4 | Poor |
| 0 | 0 | 0 | 0 | 0 | Not Acceptable |

The scoring of each criterion must be based on the strengths and weaknesses of the application materials. To assist in assigning an appropriate score, the following will be used as a guideline:

| Rating | Descriptive Statement |
|----------|--|
| Superior | Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the Government's performance requirements, and demonstrates no weaknesses. |

| | |
|----------------|---|
| Good | Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting the Government's requirements, and demonstrates only a few minor weaknesses. |
| Satisfactory | Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains weaknesses and/or a number of minor weaknesses. |
| Marginal | Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains significant weaknesses and/or significant minor weaknesses. |
| Poor | The likelihood of successfully meeting the Government's requirements. Significant weaknesses are demonstrated and clearly outweigh any strength presented. |
| Not Acceptable | Applicant does not address all aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the Government's requirements. |

c. Selection

The Selection Official may consider the merit review recommendation, program policy factors, and the amount of funds available to select applications for funding. All proposals for funding will be considered using the criteria outlined above.

d. Discussions and Award

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) only a portion of the application is selected for award; (2) the Government needs additional information to determine that the applicant is capable of complying with the requirements of DOI Financial Assistance Regulations, and/or (3) additional specific terms and conditions are required. Failure to satisfactorily resolve the issues identified by the Government may preclude award to the applicant.

3. Evaluation of Applicant Risk

In accordance with 2 C.F.R. § 200.205, applications selected for funding will be subject to a pre-award risk assessment which may include a review of information contained within the applicant’s proposal, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards. Negative information that leads to an applicant being designated as “Medium Risk” or “High Risk” may result in specific conditions, as identified in 2 C.F.R. § 200.207, being incorporated into the final award

Section F: Federal Award Administration Information

1. Federal Award Notices

Upon being selected for the award, successful applicants will receive a notification of the selection of their application for funding. NPS anticipates funding notifications to the applicants selected for award on or about 120 days following the application deadline. A notice of selection is not an authorization to begin performance on an agreement. This notice will detail the next steps in the awarding process. Once all clearances and reviews have been conducted, a grant agreement will be sent for signature.

Work cannot begin before the non-Federal entity receives a fully executed copy of the grant agreement which contains the signature of the Financial Assistance Awarding Officer. Any pre-award costs incurred prior to the receipt of a signed agreement or written notice signed by a Financial Assistance Awarding Officer authorizing pre-award costs, is at the applicant's own risk. A grant agreement signed by a Financial Assistance Awarding Officer is the only authorizing document to begin performance.

Organizations whose applications have not been selected will be advised as promptly as possible.

2. Administrative and National Policy Requirements

a. Code of Federal Regulations (CFR)

By accepting Federal financial assistance, the non-Federal entity agrees to abide by the applicable Federal regulations in the expenditure of Federal funds and performance under this program: [2 C.F.R. Part 200](#) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards

b. Standard Award Terms and Conditions

Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by the Financial Assistance Awarding Officer. All financial assistance awards are subject to the terms and conditions incorporated either directly or by reference in the award document. Code of Federal Regulations/Regulatory Requirements, as applicable, are listed within Appendix B of this announcement (Contact the Financial Assistance Awarding Officer with any questions regarding the applicability of any terms and conditions).

- 2 C.F.R. Part 175 - Trafficking Victims Protection Act of 2000
- 2 C.F.R. Parts 182 & 1401 - Government-wide Requirements for a Drug-Free Workplace
- 2 C.F.R. Parts 180 & 1400 - Government-wide Debarment and Suspension (Non-procurement)
- 43 CFR. 18 - Restrictions on Lobbying

c. Order of Precedence

Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 C.F.R. Part 200, in its entirety; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; (f) and the non-Federal entity's project proposal.

d. Modifications

The agreement may be modified by written agreement signed by both the non-Federal entity's Authorized Representative and the Financial Assistance Awarding Officer. Administrative changes (i.e. Financial Assistance Awarding Officer name change, etc.) which do not change the statement of work, agreement amount, etc., or otherwise affect the non-Federal entity may be signed unilaterally by the Financial Assistance Awarding Officer. Additionally, a unilateral modification may be utilized if it should become necessary to impose remedies for non-compliance, suspension or termination of the agreement in accordance with 2 CFR 200, Section 200.338 – 200.342.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the NPS Financial Assistance Awarding Officer shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.

e. Payments

All applicants must be registered in the System for Awards Management (SAM) prior to award under this NOFO. Instructions for registering for SAM are located at <http://www.sam.gov/portal/public/SAM>. All applicants must maintain an active SAM registration with current information at all times while they have an active Federal award or an application under consideration.

All applicants must also be registered with, and willing to process all payments through, the Department of the Treasury Automated Standard Application for Payments (ASAP) system. All non-Federal entities with active NPS financial assistance agreements must be enrolled in ASAP under the appropriate Agency Location Code(s) (ALC) and the Data Universal Number System (DUNS) Number prior to the award of funds. If a non-Federal entity has multiple DUNS numbers they must separately enroll within ASAP for each unique DUNS Number and/or Agency. Note that if your entity is currently enrolled in the ASAP system with an agency other than NPS, you must enroll specifically with NPS in order to process payments.

f. Award Instrument Information

Projects will be funded, subject to the availability of funds, by issuance of a grant agreement.

The final award agreement will identify the amount of funding provided by NPS, any cost share to be provided by the non-Federal entity, a detailed Statement of Work (SOW) for the project, a project plan, and detailed project budget.

An agreement issued and signed by the NPS Financial Assistance Awarding Officer obligates NPS funds. Notification of a successful proposal does not constitute authority to incur costs.

g. Funding Restrictions

All funding is contingent upon the availability and appropriation of funds by the United States Congress.

h. Cost Principles:

Costs must be allowable in accordance with the applicable Federal cost principles referenced in 2 CFR Part 200, Subpart E – Cost Principles.

i. Pre-award Costs:

Must comply with 2 CFR Part 200.458 and requires written approval from the Financial Assistance Awarding Officer.

3. Reporting

a. Financial Status Reports:

A report of expenditures is required as documentation of the financial status of awards according to the official accounting records of the non-Federal entity's organization. The financial information will be reported by completing and submitting the Federal Financial Report (FFR), SF425. At a minimum, financial reports will be required annually and shall be submitted within 90 calendar days after the end of the annual reporting period. The Financial Assistance Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the grant agreement. A final FFR shall be submitted no more than 90 calendar days after the end date of the agreement.

The FFR can be downloaded at:

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>

The NPS Financial Assistance Awarding Officer will review the report for patterns of cash expenditures and assess whether performance or financial management problems exist. Before submitting the FFR to the NPS Financial Assistance Awarding Officer, non-Federal entities must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's accounting system. The non-Federal Entity Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in the agreement documents, and represents a claim to the Federal Government. Filing a false claim may result in the imposition of civil or criminal penalties.

b. Performance Reports:

A report of performance is required as documentation of performance towards the accomplishments of the Federal award and detailing project activity and participant profile information. At a minimum, performance reports will be required semi-annually and shall be submitted within 30 calendar days after the end of the reporting period. The Financial

Assistance Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the grant agreement. A final performance report shall be submitted no more than 90 calendar days after the end date of the agreement.

In accordance with 2 C.F.R. 200 § 200.328, the performance reports shall contain brief information on:

- (1) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement;
- (2) The reasons why established goals were not met, if appropriate; and
- (3) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Before submitting the performance report to the NPS Financial Assistance Awarding Officer, non-Federal entities must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's financial report. Filing false information may result in the imposition of civil or criminal penalties.

c. Non-Compliance:

Failure to comply with the reporting requirements contained in an agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and the withholding of future awards. The specific information regarding type, frequency and means of submission of post-Federal award reporting requirements will be contained in the award document.

4. Reporting Matters Related to Recipient Integrity and Performance:

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings in accordance with [Appendix XII to 2 C.F.R. 200](#).

Section G: Federal Awarding Agency Contacts

Agency Contact Information:

Name: Megan Brown, Chief, State, Tribal, Local, Plans & Grants Division
Address: National Park Service, 1849 C Street, NW, MS 7360, Washington, DC 20240
Phone: 202-354-2020
E-mail: STLPG@nps.gov

Questions and Requests pertaining to this Notice of Funding Opportunity shall be submitted to:

Name: State, Tribal, Local, Plans & Grants Staff
Address: National Park Service, 1849 C Street, NW, MS 7360, Washington, DC 20240
Phone: 202-354-2020
E-mail: STLPG@nps.gov

Questions relating to the grants.gov registration process, system requirements, how an application form works, or the submittal process must be directed to grants.gov at 1-800-518-4726 or support@grants.gov. Please only contact the grants.gov help desk for questions related to grants.gov.

Section H: Other Information:

1. Program Information

Save America's Treasures grants from the Historic Preservation Fund provide preservation and/or conservation assistance to nationally significant historic properties and collections. Grants are awarded through a competitive process and require a dollar-for-dollar, non-Federal match, which can be cash or documented in-kind. The grants are administered by the National Park Service (NPS) in partnership with the National Endowment for the Arts (NEA), the National Endowment for the Humanities (NEH), and the Institute of Museum and Library Services (IMLS).

General program information is available at the State, Tribal, Local, Plans & Grants Division website at www.nps.gov/stlpg

2. Proprietary and Personally Identifiable Information

a. Notice of Potential Disclosure under Freedom of Information Act

Applicants should be advised that identifying information regarding all applicants, including applicant names and/or points of contact, may be subject to public disclosure under the Freedom of Information Act, whether or not such applicants are selected for negotiation of award. Applicants must identify any proprietary information within their applications.

b. Personally Identifiable Information

In responding to this Notice of Funding Opportunity, applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the following documents: Project Abstract, Project Narrative, Biographical Sketches, Budget or Budget Justification. These documents will be used by the Merit Review Committee in the review process to evaluate each application. PII is defined by the Office of Management and Budget (OMB) as:

Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual. This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

Public PII:

PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials.

Protected PII:

PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

3. Routine Notices to Applicants

a. Modification or Changes to the Notice of Funding Opportunity

Notices of any modifications to this Notice of Funding Opportunity will be posted on Grants.gov. You can receive an email when a modification or an announcement message is posted. When you download the application at Grants.gov; you can also register to receive notifications of changes through Grants.gov.

b. Government Right to Reject or Negotiate

NPS reserves the right, without qualification, to reject any or all applications received in response to this announcement and to select any application, in whole or in part, as a basis for negotiation and/or award.

c. Evaluation and Administration by Non-Federal Personnel

In conducting the merit review evaluation, the Government may seek the advice of qualified non-Federal personnel as reviewers. The Government may also use non-Federal personnel to conduct routine, nondiscretionary administrative activities. The applicant, by submitting its application, consents to the use of non-Federal reviewers/administrators. Non-Federal reviewers must sign conflict of interest and non-disclosure agreements prior to reviewing an application. Non-Federal personnel conducting administrative activities must sign a nondisclosure agreement.

d. Notice of Right to Conduct a Review of Financial Capability

NPS reserves the right to conduct an independent third party review of financial capability for applicants that are selected for negotiation of award (including personal credit information of principal(s) of a small business if there is insufficient information to determine financial capability of the organization).

2. **Fringe Benefits.** If more than one rate is used, list each rate and salary base. Rates are based on the percent of time spent working on this project.

| Name/Title of Personnel | % Rate | Charged Salary | # of Years | Federal Grant Funds | Match/Cost Share | Total |
|-------------------------|--------|----------------|------------|---------------------|------------------|-------------|
| Jane Smith | 25 | 20,000 | 2 | \$ 2,000.00 | \$ 2,000.00 | \$ 4,000.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| | | | | | | \$ 0.00 |
| SUBTOTAL | | | | \$ 2,000.00 | \$ 2,000.00 | \$ 4,000.00 |

Section Three: Consultant Fees

The third section lists any consultants you expect to hire to assist with your project. Examples include historic preservation consultants, architects, engineers, conservators, etc. You need to either provide a flat rate for each consultant OR a daily rate and the number of days they will work on the project. You should not provide both. Remember that all consultants must be chosen through a competitive procurement process.

Section Four: Travel and Per Diem

The fourth section covers necessary travel, though many grants will not need travel. If your application includes travel, please make sure you have discussed this in detail in your project description including where you are going, why, and how this supports the project. The budget section asks you to input some simple information first: where you are traveling to/from, how many people will be going on each trip, the number of days of the trip. If you are travelling overnight, please include a daily sum for lodging plus per diem. These rates cannot exceed federal rates, which can be found at www.gsa.gov. Also, include the transportation costs per person, i.e. plane ticket cost, train, rental car cost, broken out per person, etc. Travel must be directly tied to the grant assisted project.

It should be easy for reviewers to see that there are 2 people going for 2 days with daily lodging at \$100 and transport at \$100. That would mean \$200 total for transport (\$100 x 2 people) and \$400 for lodging and per diem (\$100 x 2 days x 2 people) for a total of \$600.

4. **Travel and Per Diem.** Indicate the number of persons traveling, the total days they will be in travel status, and the total subsistence and transportation costs. Lodging and per diem must be based on government rates which can be found at <http://www.gsa.gov/>.

| From/To | No. of People | No. of Days | Daily Lodging & Per Diem | Transportation Costs Per Person | Federal Grant Funds | Match/Cost Share | Total |
|-----------------------|---------------|-------------|--------------------------|---------------------------------|---------------------|------------------|-----------|
| Atlanta to Birmingham | 2 | 2 | 100 | 100 | \$ 600.00 | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| SUBTOTAL | | | | | \$ 600.00 | \$ 0.00 | \$ 600.00 |

Section Five: Supplies and Materials & Section Six: Equipment

For sections five and six, please pay close attention to the definitions provided for what is a supply/material and what is equipment. Construction materials should NOT go in these sections, they belong in section seven.

Section five is supplies, which are defined as any items costing less than \$5,000 or with an estimated useful life of less than one year. If any supplies cost more than \$5,000 they are automatically equipment.

Section six is equipment. All equipment requires written NPS approval prior to purchase. Equipment is anything costing over \$5,000 with an estimated useful life of more than one year.

Section Seven: Construction/Conservation Materials and Labor

Section seven is for any costs related to physical construction or conservation. Costs can be broken into large categories such as “repair roof” and “underpin foundation”. The costs should not be a lump sum “construction” line item. Contingency is not allowed as a separate line item.

Section Eight: Administrative Costs

Section eight is for costs related to the management of the grant. All grant programs funded through the Historic Preservation Fund have a maximum 25% of total project cost (Federal plus match) that can go towards both administrative and indirect costs combined.

Administrative costs can be defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

This section also provides a line for your indirect costs if you are charging indirect costs to the grant. Please make sure you are submitting an approved indirect cost rate agreement or a De Minimis cost rate worksheet if charging.

Section Nine: Other Costs

Section nine is for any other costs either not captured in the sections above or as overflow from above sections. If overflow, please ensure you mark which category the cost belongs with. Please pay attention to the directions in the worksheet. “Miscellaneous” and “Contingency fees” are NOT allowable budget items. All costs must be broken out into acceptable categories and costs.

Match

After all of the budget categories, the worksheet asks for sources of non-Federal match. Non-Federal match is not required for all grant programs, but please pay attention to make sure you are providing match when needed. For all programs where match is not required, it can be considered a competitive factor. Any match that is secured, or in hand, should go in the “secured

match” section. Any match you are still in the process of raising goes under “unsecured match.” There is also a notes box for any comments you have regarding your matching share.

Organization Questions

For all non-Federal applicants, we ask that you input your most recently completed fiscal year along with your non-Federal budget for that year. After the worksheet’s automated budget summary there are a few more questions. First is asking about your organization’s financial management standards. Second asks if your organization has a single audit, and if not, then is there any other audit or financial statement. Third asks for certification that there is no overlap in Federal Funding. Finally, we ask all applicants to list any/all Historic Preservation Fund (HPF) grants received in the last 5 years.

If you need assistance in completing the project description or budget justification worksheet, please contact NPS at: 202-354-2020 STLPG@nps.gov. If you are having problems with Grants.gov or with the SF-424 series, please contact them directly at 1-800-518-4726.

Agenda Action Form Paducah City Commission

Meeting Date: November 26, 2019

Short Title: Approve procurement of new security system for City Hall from System Solutions of Paducah, KY. The total amount for hardware and installation will be \$38,910.23 - **S CHINO**

Category: Municipal Order

Staff Work By: Stephen Chino

Presentation By: Stephen Chino

Background Information: The City of Paducah strives to operate and maintain a safe work environment for its employees. It has long been recognized that City Hall needs improvements to support this effort. At this time we are proposing the purchase of a new security system to include key fob entry, security cameras, electronic locks, a new server, and the associated software, to create a cohesive security package. The work will be performed by System Solutions, a local company, and will include procurement of all items listed in the bid as well as installation. The total cost for the system is \$38,910.23. This purchase is being made per the City of Paducah Non-Competitive Negotiation purchasing clause found in purchasing policy PUR-1.4(2) which pertains to "a single source within a reasonable geographical area of the goods or services to be procured."

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: FACILITIES MAINTENANCE

Account Number: PF0070

Staff Recommendation: Staff recommends approval.

Attachments:

1. Municipal Order
2. COMQ24268

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SYSTEM SOLUTIONS OF PADUCAH, KENTUCKY IN AN AMOUNT OF \$38,910.23 FOR PROCUREMENT OF A NEW SECURITY SYSTEM FOR CITY HALL

WHEREAS, the City of Paducah strives to operate and maintain a safe work environment for employees; and

WHEREAS, a new security system is needed to support safety efforts at City Hall; and

WHEREAS, a written determination has been made by the City Manager that this constitutes a sole-source purchase and will be a noncompetitive negotiation purchase, pursuant to KRS 45A.380(2).

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

SECTION 1. That the Mayor is hereby authorized to execute an Agreement with System Solutions of Paducah, KY, for procurement of a new security system for City Hall.

SECTION 2. This agreement shall be in the amount of \$38,910.23. This expenditure will be charged to the Facilities Maintenance Account No. PF0070.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 26, 2019
Recorded by Lindsay Parish, City Clerk, November 26, 2019
MO\agree – System Solutions City Hall Security System



110 Carlisle Court
 Paducah, KY 42001
 USA
 270.415.0042
 ccary@systemssolutions.us

QUOTE

| Date | Quote # |
|----------|-----------|
| 09/25/19 | COMQ24268 |

Sold To: City of Paducah, KY
 Stephen Chino
 300 South 5th Street
 Paducah, KY 42003
 United States

Phone: (270) 444-8622
Fax:

Ship To: City of Paducah, KY
 Stephen Chino
 300 South 5th Street
 Paducah, KY 42003
 United States

Phone: (270) 444-8622
Fax:

Here is the quote you requested.

| Terms | Rep | P.O. Number | Ship Via |
|-------|-------|-------------|----------|
| | ccary | | |

| Ln # | Qty | Description | Unit Price | Ext. Price |
|------|-----|---|------------|------------|
| 1 | | Access Control | | |
| 2 | 1 | Command Centre : Includes the following licenses :- 16 x Doors , 6 x EF Fence Zones , Notifications | \$828.57 | \$828.57 |
| 3 | 1 | 3 Year Command Center Software Maintenance | \$417.14 | \$417.14 |
| 4 | 1 | Gallagher Controller 6000 | \$1,104.29 | \$1,104.29 |
| 5 | 1 | 8H Module | \$914.29 | \$914.29 |
| 6 | 1 | LSP E4 Cabinet, 12A PSU (Third Party Product) | \$608.57 | \$608.57 |
| 7 | 1 | Controller Mounting Bracket (Third Party Product) | \$61.43 | \$61.43 |
| 8 | 5 | T15 Reader - Multi Tech Black Rev 1 (Mullion) | \$242.86 | \$1,214.30 |
| 9 | 1 | T11 Reader - Multi Tech Black Rev 1 (Outdoor) | \$242.86 | \$242.86 |
| 10 | 1 | HBUS 8 In 2 Out Door Module - C300660 | \$344.29 | \$344.29 |
| 11 | 1 | AC Power Cord | \$15.71 | \$15.71 |
| 12 | 2 | BATTERY 12V REPL CARTRIDGE BATTERY- 12VDC/12AH,FOR USE WI C775898 | \$63.07 | \$126.14 |
| 13 | 1 | Interlogix 1047T-N Industrial Surface Mount Terminal Contact, White | \$11.29 | \$11.29 |
| 14 | 6 | Interlogix Magnetic Contacts (Steel Door 3/4 Recessed SPDT White) | \$10.65 | \$63.90 |



| Ln # | Qty | Description | Unit Price | Ext. Price |
|------|-----|---|------------|------------|
| 15 | 3 | HES 8000C-12/24D-630 8000C-12/24D-630 | \$150.15 | \$450.45 |
| 16 | 1 | The 9600 Series is a windstorm rated, surface mounted electric strike designed to accommodate rim exit devices with a 3/4" throw latch. All components are completely encased within its 3/4" thick stainless steel housing, so no cutting on the frame is requ | \$338.65 | \$338.65 |
| 17 | 2 | Solenoid Electric Latch Retraction Retrofit Kit (24vDC 16A) for Model 3690 / 3790 Exit Devices | \$622.50 | \$1,245.00 |
| 18 | 1 | CAT 6 INDOOR/OUTDOOR FLOODED MOHAWK VERSALAN 23-4P TP BC BLUE JCKT REEL ROHS 1000' | \$466.67 | \$466.67 |
| 19 | 2 | CAT6 PLENUM GREY JACKET 6 LAN BOX MOHAWK 23-4P U/UTP | \$292.67 | \$585.34 |
| 20 | 2 | 18-4C STR BC PP PVC JKT GRY CMR 75C 1000' REEL BELDEN | \$191.13 | \$382.26 |
| 21 | 2 | CMR 1FT GREY Patch Cable BELDEN CBL ASSY MOD 24-4PR SOLID CAT6+ IP5 BONDED T568A/B | \$5.85 | \$11.70 |
| 22 | 2 | CMR 3FT GRAY CORD Patch Cable BELDEN CBL ASSY MOD 24-4PR SOLID CAT6+ IP5 BONDED T568A/B | \$6.48 | \$12.96 |
| 23 | 1 | BELDEN 24-PORT KEYCONNECT PATCH PANEL UNLOADED 1U BLACK | \$48.64 | \$48.64 |
| 24 | 1 | 1-PORT MOD JACK 8W8P UTP T568A/B CAT6 IP5 KEYCONNECT DARK BLUE BELDEN | \$7.00 | \$7.00 |
| 25 | 1 | KeyConnect Side Entry Box with Shutter Door 1-Port | \$3.07 | \$3.07 |
| 26 | 2 | 18-4C STR BC PP PVC JKT GRY CMR 75C 1000' REEL BELDEN | \$191.13 | \$382.26 |
| 27 | 8 | HUB2SA Hold Up Button - Momentary, SPDT | \$20.35 | \$162.80 |
| 28 | 1 | PANDUIT DUCT FIBER-DUCT 6'L X 4"W COVER PVC BLACK ROHS | \$18.40 | \$18.40 |
| 29 | 1 | PANDUIT WIRE DUCT 4" X 4" PVC SLOTTED SIDEWALL BLACK 6' LENGTHS ROHS | \$75.91 | \$75.91 |
| 30 | 1 | Caddy CAT32HPBC 2" (50MM) J-HOOK ASSEMBLED TO SCREW-ON BRACKET - 1/8" THRU 1/2' FLANGE PK 50 | \$293.44 | \$293.44 |
| 31 | 2 | Honeywell Access Control Cable 18(4)+22(2+4+6) 4S CMP OAJ 1M Y | \$985.52 | \$1,971.04 |
| 32 | 250 | Mifare DESFire ISO Card, 2K, EV2 | \$2.99 | \$747.50 |
| 33 | 1 | MISC Cable,Conduit, Ends, and Supplies | \$350.00 | \$350.00 |
| 34 | 1 | Access Controll Installation: Cabling, Line Terminations, Hardware Mounting, Programming, and Training | \$5,000.00 | \$5,000.00 |

| Ln # | Qty | Description | Unit Price | Ext. Price |
|------|-----|--|------------|-------------|
| 35 | 1 | Programming, and Training | \$2,000.00 | \$2,000.00 |
| 36 | | SubTotal | | \$20,505.87 |
| 37 | | Video Surveillance | | |
| 38 | 2 | CAT6 PLENUM GREY JACKET 6 LAN BOX MOHAWK 23-4P U/UTP | \$292.67 | \$585.34 |
| 39 | 14 | CMR 1FT GREY Patch Cable BELDEN CBL ASSY MOD 24-4PR SOLID CAT6+ IP5 BONDED T568A/B | \$5.91 | \$82.74 |
| 40 | 14 | CMR 5FT GREY Patch Cable BELDEN CBL ASSY MOD 24-4PR SOLID CAT6+ IP5 BONDED T568A/B | \$7.27 | \$101.78 |
| 41 | 1 | BELDEN 24-PORT KEYCONNECT PATCH PANEL UNLOADED 1U BLACK | \$48.64 | \$48.64 |
| 42 | 6 | 1-PORT MOD JACK 8W8P UTP T568A/B CAT6 IP5 KEYCONNECT DARK BLUE BELDEN | \$7.00 | \$42.00 |
| 43 | 6 | KeyConnect Side Entry Box with Shutter Door 1-Port | \$3.07 | \$18.42 |
| 44 | 1 | Caddy CAT32HPBC 2" (50MM) J-HOOK ASSEMBLED TO SCREW-ON BRACKET - 1/8" THRU 1/2' FLANGE PK 50 | \$293.44 | \$293.44 |
| 45 | 1 | AXIS M7016 Video Encoder Full frame rate Simultaneous H.264 and Motion JPEG streams Edge storage High-resolution quad view | \$1,088.46 | \$1,088.46 |
| 46 | 2 | AXIS P3227-LVE Day/night fixed dome with support for Forensic WDR, Lightfinder and OptimizedIR with built-in IR illumination. IK10 vandal-resistant outdoor casing. Varifocal 3.5-10 mm P-Iris lens with remote zoom and focus simplifying the installation. Multiple, individually configurable H.264 and Motion JPEG streams. 5 MP at 30 fps with WDR. Zipstream for reduced bandwidth and storage. Video motion detection and active tampering alarm. Memory card slot for optional local video storage. Power over Ethernet. Midspan not included. Includes mounting bracket for wall or junction boxes and weather shield against sun, rain or snow. | \$820.34 | \$1,640.68 |
| 47 | 1 | AXIS M3058-PLVE Network Camera 12 MP dome with 360° panoramic view for all light conditions. Flat, vandal-resistant indoor/outdoor design Complete 360° overview with outstanding sharpness Forensic WDR, Lightfinder and OptimizedIR Axis Zipstream technology 12 MP sensor | \$774.71 | \$774.71 |
| 48 | 1 | AXIS T94S02L Recessed Mount | \$44.71 | \$44.71 |
| 49 | 1 | AXIS P3717-PLE 8MP MULTIDIRECTIONAL1 IP ADDRESS, 360 IR WDR AND LIGHTFINDER | \$1,230.96 | \$1,230.96 |
| 50 | 2 | AXIS A8004-VE Network Video Door Station - CMOS0 lux - Full-duplex | \$1,139.71 | \$2,279.42 |
| 51 | 6 | AXIS 64 GB microSDXC - Class 10 - 20 MB/s Read - 20 MB/s Write | \$62.96 | \$377.76 |



| Ln # | Qty | Description | Unit Price | Ext. Price |
|--|-----|---|--------------|--------------------|
| 52 | 1 | XProtect Expert Base License | \$1,786.61 | \$1,786.61 |
| 53 | 1 | Milestone Systems Care Plus - 1 Year - Service - Technical - Electronic Service | \$321.59 | \$321.59 |
| 54 | 10 | XPROTECT EXPERT DEVICE LICENSE | \$240.43 | \$2,404.30 |
| 55 | 10 | Milestone Systems Care Plus - 1 Year - Service - Technical - Electronic Service | \$43.28 | \$432.80 |
| 56 | 1 | MISC Cable,Conduit, Ends, and Supplies | \$350.00 | \$350.00 |
| 57 | 1 | Video Surveillance Installation: Cabling, Line Terminations, Camera Mounting/Angle/Focus. | \$3,000.00 | \$3,000.00 |
| 58 | 1 | Programming and Training | \$1,500.00 | \$1,500.00 |
| 59 | | SubTotal | | \$18,404.36 |
| | | | SubTotal | \$38,910.23 |
| | | | Sales Tax | \$0.00 |
| | | | Shipping | \$0.00 |
| *monthly lease payment does not include applicable state sales tax | | | Total | \$38,910.23 |

Please contact me if I can be of further assistance.

Signature: _____ Title: _____

Print Name: _____ Date: _____

*PRICES SUBJECT TO CHANGE - PRICES BASED UPON PURCHASE OF ALL ITEMS QUOTED - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES WITH REGARD TO HARDWARE OR ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS PURCHASE AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. ALL HARDWARE, SOFTWARE AND SERVICE RELATED INVOICES ARE DUE UPON RECEIPT. LATE PAYMENTS SHALL BE SUBJECT TO FINANCE CHARGES ON THE UNPAID INVOICE AMOUNT(S).
*LATE PAYMENTS SHALL BE SUBJECT TO INTEREST ON THE UNPAID INVOICE AMOUNT(S), UNTIL AND INCLUDING THE DATE PAYMENT IS RECEIVED, AT THE LOWER OF EITHER 1.5% PER MONTH OR THE MAXIMUM ALLOWABLE RATE OF INTEREST PERMITTED BY APPLICABLE LAW. CLIENT SHALL BE LIABLE FOR ALL REASONABLE ATTORNEYS' FEES AS WELL AS COSTS INCURRED IN COLLECTION OF PAST DUE BALANCES INCLUDING BUT NOT LIMITED TO COLLECTION FEES, FILING FEES AND COURT COSTS. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.



Agenda Action Form

Paducah City Commission

Meeting Date: November 26, 2019

Short Title: Approve Memorandum of Agreement with the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways to accept funds in the amount of \$650,000 for improvements to South 25th Street - **J ARNDT**

Category: Municipal Order

Staff Work By: Rick Murphy, Melanie Townsend, James Arndt

Presentation By: James Arndt

Background Information: This Municipal Order authorizes the Mayor to execute a Memorandum of Agreement with the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways in order to accept funding in the amount of \$650,000. This funding will be used for improvements to South 25th Street.

The roadway is in very poor condition and is in need of repair, restoration and improvements. The 25th Street project will improve the overall safety and welfare of the general public along the 25th St. corridor from KYTC's South Beltline Hwy (U.S. 45/60) to KY 994 (Mayfield Road) in Paducah. The repairs needed will be to restore the existing pavement structure where applicable. The improvements will be to widen the roadway to a consistent urban typical section including curbs, gutters and sidewalks on both sides and provide storm sewers where applicable. The completion of this project will be of great value to both the City and KYTC as it will provide the interconnectivity of several area neighborhoods for safe walks to Paducah Tilghman High School, connections to area parks and enhanced emergency access to Baptist Hospital Paducah Emergency wing. Improvements to 25th Street will also improve connections from area neighborhoods into commercial areas. Additionally, it is anticipated the funding and completion of this project will provide traffic relief from U.S. 45/60 (South Beltline Hwy) and KY 994 (Mayfield Road). In addition to improving traffic flow, reconstruction of South 25th Street will improve connectivity for approximately 2,000 citizens and 45 businesses.

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

If yes, please list the Action Step Item Codes(s): I-6 Improve street conditions within the City

Funds Available: Account Name: South 25th Improvement Project

Account Number: ST00XX

Staff Recommendation: Approve the execution of the Memorandum of Agreement with Commonwealth of Kentucky, Transportation Cabinet, Department of Highways.

Attachments:

1. Municipal Order
2. Memorandum of Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ADOPTING AND APPROVING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS IN THE AMOUNT OF \$650,000 FOR IMPROVEMENTS TO SOUTH 25TH STREET

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement with the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways and does hereby accept the funds provided in said agreement and by such acceptance agrees to all the terms and conditions therein stated.

SECTION 2. That the Mayor of the City of Paducah is hereby authorized and directed to execute said Agreement, authorized in Section 1 above, as set forth on behalf of the City of Paducah, and the City Clerk of Paducah is hereby authorized and directed to certify thereto.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 26, 2019

Recorded by Lindsay Parish, City Clerk, November 26, 2019

\\mo\grants\MOA with the Department of Highways for South 25th Street Improvements Project

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND THE
CITY OF PADUCAH**

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**,” and the City of Paducah, 300 South 5th Street, P.O. Box 2267, Paducah, KY 42002, hereinafter referred to as the Local Public Agency (“**LPA**”).

WITNESSETH:

WHEREAS, the parties hereto desire to construct improvements to South 25th Street (CS 1317) in the City of Paducah, which shall hereinafter be referred to as the “**Project**,”

WHEREAS, the **LPA** desires to be the lead agency and perform this **Project** to enhance the safety and reliability of roadway connections for the commuting public;

WHEREAS, the **LPA** shall refer to the applicable state requirements listed in the Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

WHEREAS, the **LPA** has asked the **Department** for funding assistance for costs incurred during this **Project**;

WHEREAS, the **Department** agrees this is a worthwhile **Project** and is willing to reimburse the **LPA** up to \$650,000 in state contingency funding (FD39) for the completion of this **Project**; and

WHEREAS, any cost in excess of the reimbursement funding (\$650,000) for this **Project** will be the responsibility of the **LPA**.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The **Department** agrees to reimburse the **LPA** up to \$650,000 for completion of work by the **LPA**, or consultants, contractors, or subcontractors hired by the **LPA**, under the obligations of this Agreement for the following **Project**:

Construct improvements (including widening the roadway, curbs, gutters, sidewalks and storm sewers) to South 25th Street (CS 1317) from US 45X extending southerly to KY 994 for approximately 0.97 mile.

This **Project** is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. Any ineligible costs or costs in excess of \$650,000 are the responsibility of the **LPA**. The **LPA** further agrees that they will require, in perpetuity, the placement of a culvert or road tile, for any new entrance constructed, that effects the drainage area, surrounding any of the roads listed in this agreement. The manner as to the implementation of this requirement, shall be at the discretion of the **LPA**.

2. The **Department** has authorized up to \$650,000 in state contingency funding (FD39) for all eligible expenses for this **Project**. This funding shall be made available for reimbursement to the **LPA** for all eligible expenses to the **Project**. The **LPA** shall be responsible for all eligible costs above the \$650,000 as well as any costs deemed ineligible for reimbursement from this **Project**. Any additional funding obligated for the completion of this **Project** shall be evidenced in writing by both parties with a Supplemental Agreement. The **LPA** further agrees that they will require, in perpetuity, the placement of a culvert or road tile, for any new entrance

constructed, that effects the drainage area, surrounding any of the roads listed in this agreement. The manner as to the implementation of this requirement, shall be at the discretion of the **LPA**.

3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the **Project** becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of **Project** expenditures may be denied, the **Project** may be cancelled, the timeline extended or the scope amended by the **Department** either in whole or in part without penalty. Denial of further reimbursement, **Project** cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the **Department** nor may such denial, cancellation, extension or amendment give rise to any claim against the **Department**.
4. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this **Project** shall be available to reimburse the **LPA** for eligible work activities completed and costs incurred prior to expiration.
5. The **LPA** shall follow state specifications for each necessary phase of this **Project**. The **LPA** shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this **Project** as lead agency. The **LPA** will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the **Department's** District 1 Office in Paducah. In addition, the **LPA** is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the **LPA** through

the **Department's** District 1 Chief District Engineer in Paducah prior to the awarding of any contract for work or materials to be used on this **Project**.

6. Should the **Project** require any design services, the **LPA** agrees to use only licensed consultants who are pre-qualified to do work for the **Department** or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District 1 Chief District Engineer in Paducah. The **LPA** shall be responsible for all **Project** design activities, which may be completed either by the **LPA's** staff or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The **LPA** shall submit and obtain concurrences to the **Department's** District 1 Chief District Engineer in Paducah final design plans, specifications, and a total estimate prior to any construction. When applicable, the **LPA** must obtain any necessary permits or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the **Project** require the acquisition of any interest in real property by the **LPA** and the **LPA** does not have the authority to acquire property by eminent domain, the applicability of the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act shall be limited to the following requirements: (1) Prior to making an offer for the property, the property owner shall be advised in writing that should negotiations fail to result in an amicable agreement, the **LPA** will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the **LPA** believes to be the fair market value of the property based upon a fair market value appraisal approved prior to any offer by the **Department**, Division of Right of Way and Utilities. The **LPA** shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and

approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the **Department's** Division of Right of Way and Utilities and shall be subject to review and approval by the **Department**.

8. The **LPA** must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the **Department's** District 1 Office in Paducah. The **LPA** acknowledges that the **Department** will require the placement of a restrictive easement approved by and in favor of the **Department** in the chain of title of any real property acquired or improved pursuant to the **Project**. If the owner of any real property acquired or improved pursuant to the **Project** is not the **Department** or the **LPA**, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.

9. The **LPA** shall either adopt in writing the **Department's** written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the **Department's** Division of Right of Way and Utilities. The **LPA** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified appraiser and reviewer list. If the **LPA** chooses to use an acquisition consultant on all or any portion of the **Project**, the selection of the consultant shall be in accordance with the **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the **Department's** Central Office review appraisers, failure to do so will result in the **Project** being ineligible for funding reimbursement. The **LPA** shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary assurance that

all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary documentation for review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Guidance Manual.

10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the **Project's** survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the **Project**. Correspondence pertaining to utility or railroad coordination must be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the **Project**, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the **Project**, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.
11. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of

State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the **Department's** Standard Specifications for Road and Bridge Construction, edition of 2012, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all **Department** List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

12. The **LPA** agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the **Department** for any necessary construction services. The **LPA** shall be responsible for all **Project** construction activities, which may be completed either by the **LPA's** staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the **Department**. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The **LPA** must receive **Department** approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the **LPA** as a result of this Agreement.
13. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the **LPA** agrees as follows:

- a. The **LPA** will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The **LPA** further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The **LPA** agrees to provide, upon request, needed reasonable accommodations. The **LPA** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The **LPA** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The **LPA** will, in all solicitations or advertisements for employees placed by or on behalf of the **LPA**; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- c. The **LPA** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the **LPA**'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The **LPA** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d. The **LPA** will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

- e. The **LPA** will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the **LPA**'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the **LPA** may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g. The **LPA** will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-contractor or vendor. The **LPA** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.
14. The **LPA** shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the **Department's** specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The **Department** shall have access to the **Project** area and may conduct field reviews of the **Project** at any time. These field reviews are intended to verify status of the **Project**, performance of the contractor, adequacy of the **LPA** oversight,

conformance with all laws, regulations, and policies and provide assistance to the **LPA** as may be necessary.

15. The **LPA** may submit to the **Department's** District 1 Office in Paducah current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the **Department**; however, in no event is the **LPA** to submit billings for work performed for less than a thirty (30) day period. All charges to the **Project** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion.
16. The **LPA** is responsible for ensuring that all **Project** construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The **LPA** will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the **Department's** District 1 Chief District Engineer in Paducah prior to final payment of the **Project**. When both the **LPA** and the **Department** accept the field work as complete, the **LPA's** project manager shall certify the **Project** was constructed in accordance with the plans and specifications and that all funding authorized on this **Project** has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the **Department's** Final Acceptance Report, the **LPA** will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the **LPA** shall provide the **Department** with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.
17. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **LPA** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event

that the **Project** improvements are not maintained as a public facility, the **LPA** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.

18. The **LPA** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **LPA** shall submit to the **Department's** District 1 Office in Paducah documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.
19. No member, officer, or employee of the **Department** or the **LPA** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **LPA** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **LPA** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the **Department** or **LPA** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.
20. To the extent permitted by law, the **LPA** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the **Project** or occurring on or near the **Project** site.
21. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.

- a. The **Department** reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **LPA**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **LPA**, its agents, employees and contractors, the **Department** shall reimburse the **LPA** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
 - b. The **LPA** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **LPA** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **LPA** to cancel the Project or cancel its obligations under this Agreement, the **LPA** shall reimburse the **Department** for all funding reimbursements made under this Agreement.
 - c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **LPA** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **LPA** and the **Department** and be evidenced in writing.
22. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.
23. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The **LPA** hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the

Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

24. KRS 45A.485 requires the **LPA** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

The **LPA** shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract, shall be grounds for the **LPA's** cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

25. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

26. The **LPA** will pass a resolution authorizing the Mayor to sign this Agreement on behalf of the **LPA**. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the **LPA** agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the **LPA** agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

CITY OF PADUCAH

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

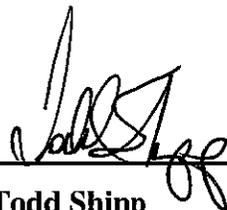
Brandi Harless
Mayor

Greg Thomas
Secretary

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY



Todd Shipp
Office of Legal Services

DATE: 11/4/19

Agenda Action Form

Paducah City Commission

Meeting Date: November 26, 2019

Short Title: Amend Code of Ordinances Section 106-126 to raise the City's Insurance Premium Tax from 6% to 7% - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt

Presentation By: James Arndt

Background Information: This Ordinance increases the City's Insurance Premium Tax from 6% to 7%. This 1% increase is estimated to generate approximately \$700,000 in revenue on an annual basis. The additional revenue will be earmarked to retire a portion of the annual debt service associated with the issuance of the 2020A Bond Issue for construction of the City's indoor recreation and aquatic facility. The remainder of the annual debt service payment will come from monies that will become available as other current debt service requirements retire from the City's current debt schedule. This new tax will not be collected until July 1st 2020 and the City will not receive any revenue generated by this new tax until October of 2020. The Construction of the City's indoor recreation and aquatic facility is identified in the City's Strategic Plan as a WIN (What's Important Now) initiative. The indoor facility is now under design and construction is anticipated to begin in late summer of 2020.

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

If yes, please list the Action Step Item Codes(s): R-1 Research, plan, design and construct a sports plex and recreation aquatic facility.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the amendment to Code Section 106-126.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING CHAPTER 106
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH

WHEREAS, the Kentucky Revised Statutes authorize the collection of license taxes;

WHEREAS, since 2007, the City of Paducah has collected license taxes at a rate of six (6) percent on premiums collected for insurance policies written or received within the preceding calendar quarter as a means to fund City expenses and projects;

WHEREAS, it is the Board of Commissioners' opinion that additional revenue from collection of said license taxes is necessary to assist in the funding of employee pensions, as well as the funding for the design, construction administration, and construction of an indoor recreation and aquatic facility for use by the citizens of the City of Paducah;

WHEREAS, to that end, Chapter 106 of the Paducah Code of Ordinances is hereby amended to increase the license tax from six (6) percent to seven (7) percent.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 106 of the Paducah Code of Ordinances by amending the following sections:

Sec. 106 -126. – Insurance companies.

[...]

(b) *Life insurance.* Each life insurance company doing business in the City shall pay a license tax based upon the first (1st) year's premiums actually collected from policies written within the preceding calendar quarter upon the lives of persons residing within the corporate limits of the City in the amount of [~~six (6)~~] **seven (7)** percent.

(c) *Other forms of insurance.* Each insurance company, other than those specified in subsection (b) of this section, doing business in the City shall pay a license tax based upon a percentage of the premiums received by the company within the preceding calendar quarter for insurance on risks located within the corporate limits of the City on those classes of business which such company is authorized to transact, less all premiums returned to policyholders, at a rate of [~~six (6)~~] **seven (7)** percent of the premiums actually collected within each calendar quarter; provided, however, that the license tax shall not include premiums for insuring employers against liability for personal injuries to their employees, or death caused thereby, under the provisions of the Workmen's Compensation Act of Kentucky, and shall not include premiums received on policies of group health insurance provided for State employees under KRS 18A.225(2).

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____, 2019

Adopted by the Board of Commissioners, _____, 2019

Recorded by the City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

ord\106-126 Increase Insurance Premium Tax

Ordinance Prepared by KKHB

233052

Agenda Action Form

Paducah City Commission

Meeting Date: November 26, 2019

Short Title: Authorize a Bond Issuance of \$22,000,000 in General Obligation Bonds, Series 2020A, for Construction of an Indoor Aquatic and Recreation Center - **J ARNDT & MARK RAWLINGS**

Category: Ordinance

Staff Work By: James Arndt

Presentation By: James Arndt

Background Information: This Ordinance authorizes the City to issue \$22,000,000 in General Obligation Bonds which amount may be increased by up to \$2,200,000 or decreased by any amount in order to cover the project costs associated with the construction of an indoor aquatic and recreation center in Bob Noble Park. The construction of the indoor recreational facility is identified in the City's Strategic Plan as a WIN Initiative (What's Important Now). The Mayor and Board of Commissioners directed City Staff to make this project a priority at the Board of Commissioners Retreat early in 2019. The Design for this facility is currently underway. The current opinion of costs for both soft and hard costs is \$20,321,896. This bond issue includes the cost of issuance. This is a 20-year Term Bond Issue that includes capitalized interest. The planned method of repayment includes monies generated by an increase in Insurance Premium Tax and monies that become available after the retirement of debt per our current debt schedule. The City plans to go out to bid on this project in the late spring of 2020 and be under construction in the summer to early fall of 2020.

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

If yes, please list the Action Step Item Codes(s): R-1 Research, plan, design and construct a sports plex and recreation aquatic facility.

Funds Available: Account Name: Bond Fund

Account Number: 4200

Staff Recommendation: Approve the issuance of Bond Series 2020A.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2020A IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$22,000,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING PRINCIPAL AMOUNT OF BONDS BY UP TO \$2,200,000 OR DECREASING THE PRINCIPAL AMOUNT OF BONDS BY ANY AMOUNT) FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, EQUIPPING, AND INSTALLATION OF A MUNICIPAL SPORTS AND RECREATIONAL FACILITY LOCATED WITHIN THE JURISDICTIONAL BOUNDARIES OF THE CITY; APPROVING THE FORMS OF THE BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF A NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING A BOND PAYMENT FUND; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BIDS OF THE BOND PURCHASER FOR THE PURCHASE OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the City of Paducah, Kentucky (the “City”) has determined and does hereby confirm that it is a public purpose of the City to acquire, construct, equip, and install a municipal sports and recreational facility located within the jurisdictional boundaries of the City consisting of, without limitation, (i) an indoor aquatic facility with competitive swimming, warm water, and therapy amenities, (ii) basketball, volleyball, weight lifting, fitness, running, and walking amenities, (iii) concession amenities, (iv) viewing areas, (v) locker rooms, (vi) childcare space, and (vii) meeting space (the “Project”), for the well-being and benefit of the citizens of the City; and

WHEREAS, in order to achieve the foregoing objectives of the City, the City has determined and does hereby confirm that it is necessary and desirable at this time for the City to proceed with the issuance of its General Obligation Bonds, Series 2020A in the approximate principal amount of \$22,000,000 (which amount may be increased by up to \$2,200,000 or decreased by any amount) (the “Bonds”) to finance all or a portion of the costs of the Project; and

WHEREAS, pursuant to the Constitution and Laws of the Commonwealth of Kentucky, and particularly Sections 66.011 et. seq. of the Kentucky Revised Statutes, as amended (the “General Obligation Act”) and Sections 58.010 et. seq. of the Kentucky Revised Statutes, as amended (the “Public Project Act”), a city may issue bonds, subject to the requirements of the General Obligation Act or the Public Project Act, to pay all or any portion of the costs of financing or refinancing any public project to the extent that the city is authorized to cause the acquisition, construction, installation, and equipping thereof; and

WHEREAS, the City desires to cause the Project to be financed through the issuance of the Bonds to be sold and awarded to the successful bidder (the “Purchaser”) at public, competitive

sale in accordance with the provisions of Chapter 424 of the Kentucky Revised Statutes, as amended.

NOW, THEREFORE, BE IT ORDAINED by the City of Paducah, Kentucky, as follows:

Section 1 -- Necessity, Authorization, and Purpose. The City hereby declares that it is desirable and necessary to issue, and hereby authorizes the issuance, of its General Obligation Bonds, Series 2020A, in the aggregate principal amount of \$22,000,000, subject to a permitted adjustment (the “Permitted Adjustment”) increasing the principal amount of the Bonds awarded to the purchaser thereof by up to \$2,200,000 or decreasing the principal amount of the Bonds awarded to the purchaser thereof by any amount, for the purpose of (i) paying the costs of the Project, (ii) paying capitalized interest on the Bonds, if any, and (iii) paying the costs of issuance of the Bonds.

The exact principal amount of the Bonds to be issued shall be established in the Certificate of Award (as hereinafter defined).

Section 2 -- Form of Bonds. The Bonds shall be issued as fully registered Bonds, shall be designated “General Obligation Bonds, Series 2020A”, shall each express upon their face the purpose for which they are issued, that they are issued under the Act, and shall be substantially in the form set forth in EXHIBIT A attached hereto.

The Bonds shall be in denominations as requested by the Purchasers, which shall be in integral multiples of five thousand dollars (\$5,000). The Bonds shall each be dated their date of initial issuance and delivery, or such other date as is determined in a certificate of award accepting the bid of the Purchaser thereof (the “Certificate of Award”) to be executed by the Mayor, the City Manager, or the Finance Director of the City on the date of the sale of the Bonds.

Interest on the Bonds shall be payable each February 1st and August 1st (an “Interest Payment Date”), commencing August 1, 2020, at the stated interest rate or rates on the principal amounts thereof, calculated on the basis of a 360 day year with 30 day months.

The Bonds shall be serial or term Bonds maturing or subject to mandatory sinking fund redemption on February 1, 2023 and each February 1st thereafter in the years and in the amounts to be established in the Certificate of Award after advertised competitive sale of the Bonds based on the interest rates set forth in the successful bid for the Bonds the (“Bid”) and the provisions of this Section 2, provided that the final maturity date of the Bonds shall be as set forth in the Certificate of Award but shall be no later than February 1, 2040.

The interest rate or rates on the Bonds shall be determined in the Certificate of Award based on the Bids; provided that the aggregate net interest cost of the Bonds shall not exceed five percent per annum.

The Bonds issued as term Bonds shall be subject to mandatory sinking fund redemption on the dates, in the years, and in the amounts as set forth in the Certificate of Award.

The Bonds shall be subject to optional redemption prior to their maturity on any date on or after February 1, 2027, in whole or in part, in such order of maturity as shall be designated in

writing by the City, and by lot within a maturity, at the election of the City upon thirty-five days' written notice to the Paying Agent and Registrar (as hereinafter defined) at a redemption price equal to the par amount thereof, plus accrued interest to the date of redemption.

At least thirty days before the optional or mandatory sinking fund redemption date of any Bonds, the Paying Agent and Registrar shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive series, number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Bond Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

The Bonds may be issued in book-entry-only form through the services of the Depository Trust Company ("DTC"). If the City determines to issue the Bonds in book-entry-only form the Designated Officers (hereinafter defined) are authorized to execute all documents necessary to accomplish such form of issuance.

Section 3 -- Execution and Delivery. The Bonds shall be executed by the manual or facsimile signature of the Mayor and duly attested by the manual or facsimile signature of the City Clerk (which, together with any other person as may be authorized by resolution or municipal order are referred to as "Designated Officers") and may have the seal of the City or a facsimile thereof affixed thereto. Additionally, the Bonds shall bear the manual authenticating signature of an authorized representative of the paying agent designated in the Certificate of Award (the "Paying Agent and Registrar"). The Designated Officers are further authorized and directed to deliver the Bonds to the Purchaser, upon the terms and conditions provided herein, in the Certificate of Award and in the Bids for the Bonds, receive the proceeds therefor, execute, and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale, and delivery of the Bonds.

The City authorizes and directs the Paying Agent and Registrar to authenticate the Bonds and to deliver the Bonds to the Purchasers upon payment of the purchase price thereof.

Section 4 -- Payment. Payment of or on account of the interest on and principal of the Bonds shall be made directly to the Paying Agent and Registrar for the account of the registered owner. Interest on the Bonds shall be payable by check, mailed to the person whose name appears on the fifteenth day preceding an Interest Payment Date on the bond registration records as the

registered owner, on each Interest Payment Date or by other transfer of funds acceptable to such registered owner and the Paying Agent and Registrar. Principal shall be payable in such coin or currency of the United States of America as shall be legal tender for the payment of public and private debts at the time and place of payment upon delivery of the Bonds to the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid.

Section 5 -- Filing. The Designated Officers are hereby authorized to undertake and cause all filings which may be required by law to be filed by the City with respect to the Bonds including without limitation the filing with the State Local Debt Officer required by law.

Section 6 -- Bond Payment Fund; Payment of Bonds. There is hereby established with the Paying Agent and Registrar a bond payment fund in the name of the City to be known as General Obligation Bonds, Series 2020A Bond Payment Fund (the "Bond Payment Fund"), into which the City covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit from the City's General Fund, on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Bonds on such Interest Payment Date. The Paying Agent and Registrar shall, without further authorization from the City, withdraw from the Bond Payment Fund, on such Interest Payment Date, the amounts necessary to pay principal of, and interest on, the Bonds to the registered owner of the same.

The Paying Agent and Registrar is hereby appointed depository of the Bond Payment Funds with respect to the Bonds.

If the City shall fail or refuse to make any required deposit in the Bond Payment Funds from the Sinking Fund, the Paying Agent and Registrar shall (i) notify any agency of the Commonwealth of Kentucky or any political subdivision thereof which may collect and distribute taxes or revenues for the City to seek any available necessary or proper remedial action; and (ii) upon being indemnified against cost and expense, exercise any remedy provided in the Act or at law or in equity for the benefit of the owner of the Bonds or its assignee, and shall disburse all funds so collected to the owners of the Bonds as payment of the Bonds.

Section 7 -- General Obligation. The Bonds shall be full general obligations of the City and, for the payment of said Bonds, and the interest thereon, the full faith, credit, and taxing power of the City are hereby pledged for the prompt payment thereof. During the period the Bonds are outstanding, there shall be and there hereby is levied on all the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Bonds when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied, and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended, and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other lawfully available funds of the City are available for the payment of the Bonds, and

are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other funds so available and appropriated.

Section 8 -- Maintenance of Sinking Fund. The Sinking Fund heretofore established by the City is hereby ordered to be continued and maintained as long as any of the Bonds shall remain outstanding. The funds derived from the tax levy required by Section 7 hereof or other lawfully available funds shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the interest on and principal of all bonds issued under the Act and Tax-Supported Leases, as defined in the Act, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to the Bond Payment Funds at the times and in the amounts required by Section 6 hereof.

Section 9 -- Sale of Bonds; Certificate of Award. The Designated Officers are hereby directed to sell the Bonds to the Purchasers at advertised competitive sale, the final principal amount of, the principal amortization of, the interest rate or rates on the Bonds, and the identity of the Paying Agent and Registrar to be established in accordance with the requirements of Sections 1 through 3 hereof by adoption of the Certificate of Award. Each of the Mayor, the City Manager, and the Finance Director of the City is hereby authorized to execute the Certificate of Award establishing the terms of the Bonds and the identifies of the Paying Agent and Registrar and the 2020A Construction Fund Depository described herein without any further action by the City Commission.

The City shall comply with the requirements of KRS Chapters 66 and 424 by advertising for bids for the purchase of the Bonds. Actions heretofore taken by the City in connection with the preparation of such instruments and the distribution of such information by the City as shall be necessary to accomplish the foregoing, including the preparation of a Preliminary Official Statement and final Official Statement which Preliminary Official Statement and Official Statement shall be deemed final by the Mayor in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), are hereby ratified and approved.

Section 10 -- Bonds Registered Owners; Transfer; Exchange. As long as the Bonds executed and delivered hereunder shall remain outstanding, the Paying Agent and Registrar shall maintain an office for the Registration of such Bonds and shall also keep at such office books for such registration and transfers. The registered owner of the Bonds, as set forth in the registration books maintained by the Paying Agent and Registrar on the fifteenth day preceding an Interest Payment Date, or its assignees, for purposes of this Bond Ordinance, to the extent of its interest, shall be treated as the owner of the applicable Bonds and shall be entitled to all rights and security of the owner of the Bonds hereunder.

Upon surrender for registration of transfer of Bonds at the office of the Paying Agent and Registrar with a written instrument of transfer satisfactory to the Paying Agent and Registrar, duly executed by the registered owner or the registered owner's duly authorized attorney, the Paying Agent and Registrar shall execute and deliver, in the name of the designated transferee or transferees, one or more Bonds of the same series of any authorized denomination and of a like tenor and effect.

All Bonds, upon surrender thereof at the office of the Paying Agent and Registrar, may, at the option of the registered owner thereof be exchanged for an equal aggregate principal amount of Bonds of the same series of any authorized denomination.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Paying Agent and Registrar shall execute and deliver Bonds in accordance with the provisions of this Section. Every such exchange or transfer of Bonds, whether temporary or definitive, shall be without charge; provided that the Paying Agent and Registrar may impose a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

Section 11 -- Disposition of Proceeds of Bonds. The proceeds of the sale of the Series 2020A Bonds shall be deposited, together with other available funds of the City, as follows: (a) accrued interest and a rounding amount, if any, shall be deposited to the Bond Payment Fund created in Section 6 hereof; (b) an amount representing capitalized interest, if any, shall be deposited in the Bond Payment Fund created in Section 6 hereof, (c) an amount sufficient to pay the costs of issuing the Bonds shall be deposited to a special cost of issuance fund hereby directed to be established and designated as the “City of Paducah, Kentucky General Obligation Bonds, Series 2020A Cost of Issuance Fund” (the “Series 2020A Cost of Issuance Fund”); and (d) the remainder of the proceeds shall be deposited to a special construction fund (the “City of Paducah 2020A Construction Fund”) to be held by the construction fund depository designated in the Certificate of Award (the “2020A Construction Fund Depository”) and used for the acquisition, construction, installation, and equipping of the Project.

Section 12 -- Further Actions. In connection with the undertaking and implementation by the City of the plan of financing herein described, which is hereby expressly directed, the Designated Officers are hereby authorized and directed to take and carry out such further necessary, desirable, or appropriate actions to effect such plan of financing, including executing and delivering a financial advisory services agreement with the City’s financial advisor, Robert W. Baird & Co., Inc.

Section 13 -- Designation of Bonds. The Bonds are *not* designated as “qualified tax-exempt obligations” for the purposes set forth in § 265(b)(3) of the Internal Revenue Code of 1986, as amended because the City anticipates issuing more than \$10,000,000 of “qualified tax-exempt obligations” during calendar year 2020.

Section 14 -- Discharge of Bond Ordinance. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Bonds the total principal and interest due or to become due thereon through maturity, in the manner stipulated therein and in this Bond Ordinance, then the pledges made under this Bond Ordinance, and all covenants, agreements, and other obligations of the City hereunder, shall thereupon cease, terminate, and become void and be discharged and satisfied.

Section 15 -- Severability. If any one or more of the provisions of this Bond Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such

provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

Section 16 -- Inconsistent Actions. All prior ordinances, resolutions, orders, or parts thereof inconsistent herewith are hereby repealed.

Section 17 -- Open Meetings Compliance. All meetings of the City Commission and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.805 through 61.850.

Section 18 -- Effective Date. This Bond Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

[Signature page to follow]

SIGNATURE PAGE TO BOND ORDINANCE

INTRODUCED AND PUBLICLY READ ON FIRST READING on November 12, 2019.

PUBLICLY READ, ADOPTED AND APPROVED ON SECOND READING, this November 26, 2019.

CITY OF PADUCAH, KENTUCKY

By: _____

Brandi Harless
Mayor

Attest:

By: _____

Lindsay Parish
City Clerk

Ord\bond - aquatic recreation facility series 2020A

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct, and complete copy of a Bond Ordinance duly enacted by the City Commission of the City at a duly convened meeting held on November 26, 2019, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand and the seal of said City as of November 26, 2019.

Lindsay Parish
City Clerk

purpose of (i) financing all or a portion of the costs of the acquisition, construction, equipping, and installation of a municipal sports and recreational facility located within the jurisdictional boundaries of the City consisting of, without limitation, (i) an indoor aquatic facility with competitive swimming, warm water, and therapy amenities, (ii) basketball, volleyball, weight lifting, fitness, running, and walking amenities, (iii) concession amenities, (iv) viewing areas, (v) locker rooms, (vi) childcare space, and (vii) meeting space (the “Project”), (ii) paying capitalized interest on the Bonds, if any, and (iii) paying the costs of issuance of the Bonds, all pursuant to and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the City Commission of the City on November 26, 2019 (the “Bond Ordinance”) upon the affirmative vote of at least a majority of the members of its City Commission at a public meeting duly and regularly held, and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Bond and the issue of which it forms a part is a general obligation of the City and the full faith, credit, and taxing power of the City are pledged to the payments due hereunder. THIS BOND IS CONTINUALLY SECURED BY THE FAITH, CREDIT, AND TAXING POWER OF THE CITY.

The Bonds mature on February 1st of the following years, in the respective principal amounts and bear interest at the following rates of interest:

| <u>Maturity Date</u> | <u>Amount</u> | <u>Interest Rate Per Annum</u> |
|----------------------|---------------|------------------------------------|
| February 1, 2023 | | |
| February 1, 2024 | | |
| February 1, 2025 | | |
| February 1, 2026 | | |
| February 1, 2027 | | |
| February 1, 2028 | | |
| February 1, 2029 | | |
| February 1, 2030 | | |
| February 1, 2031 | | |
| February 1, 2032 | | |
| February 1, 2033 | | |
| February 1, 2034 | | |
| February 1, 2035 | | |
| February 1, 2036 | | |
| February 1, 2037 | | |
| February 1, 2038 | | |
| February 1, 2039 | | |

The Bonds maturing on or after February 1, 2028 shall be subject to optional redemption prior to their maturity on any date on or after February 1, 2027, in whole or in part, in such order of maturity as shall be designated in writing by the City, and by lot within a maturity, at the election

of the City upon thirty-five days' written notice to the Paying Agent and Registrar at a redemption price equal to the par amount thereof, plus accrued interest to the date of redemption.

[INSERT ANY MANDATORY SINKING FUND REDEMPTION REQUIREMENTS]

At least thirty days before the redemption date of any Bonds the Paying Agent and Registrar shall cause a notice of such redemption signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the City, as such, either directly or through the City, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived, and released as a condition of and as consideration for the issuance, execution, and acceptance of this Bond.

It is hereby certified that all acts, conditions, and things required to be done, to occur or be performed precedent to and in the issuance of this Bond, or in the creation of the obligations of which this Bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law; that the faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Bond is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Bond as it falls due and to provide for the redemption of this Bond at maturity or upon earlier redemption.

[Signature page to follow]

SIGNATURE PAGE TO BOND

IN WITNESS WHEREOF, the City has caused this Bond to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its City Clerk and an impression or facsimile of the City's seal to be imprinted hereon, as of the date set forth above.

[Seal]

CITY OF PADUCAH, KENTUCKY

By: _____

Brandi Harless
Mayor

Attest:

By: _____

Lindsay Parish
City Clerk

CERTIFICATE OF AUTHENTICATION

This is to certify that this Bond is one of the Bonds described hereinabove.

Authorized Signature
[Paying Agent Name]
Paying Agent and Registrar

Date of Authentication: _____

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Covington, Kentucky, regarding the issue of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

Lindsay Parish
City Clerk

[FORM OF APPROVING OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

(please print or typewrite social security number or other identifying number and name and
address of transferee)

the within Bond and does hereby irrevocably constitute and appoint the _____

_____ or its successor as Bond Paying Agent and Registrar to transfer the said

Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Note: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Agenda Action Form Paducah City Commission

Meeting Date: November 26, 2019

Short Title: Contract Amendment #2 in the amount of an increase of \$46,689 for the HDR Engineering, Inc for Greenway Trail Phase IV - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Scott Brown (HDR), Shawn Washer (HDR)
Presentation By: Rick Murphy

Background Information:

On October 25, 2016, the City of Paducah approved Ordinance 2016-11-8443 for the execution of a professional services contract with HDR, Inc in the amount of \$53,700 for design services for the Greenway Trail Phase IV project. On May 6, 2019, the City of Paducah exercised the option authorized in Ordinance 2016-11-8443 to utilize HDR, Inc for construction administration and inspection services with Contract Amendment #1 to be billed on an hourly basis, not-to-exceed \$32,000 and for an additional survey cost of \$1800 resulting in a contract amount of \$87,500.

During the execution of the construction administration and inspection, additional man-hours were needed in order to insure a quality project that followed the design plans. The original contract completion date was August 23, 2019. The final substantial completion date was September 23, 2019. The final light poles were installed on October 25, 2019. HDR, Inc has submitted a Contract Amendment to finish out the project with an amount not-to-exceed of \$46,689.

Contract Amendment #2 includes two items that are recommended as follows:

1. Work Already Completed: \$43,089.00

HDR has already performed 449.70 labor hours of work through October 5, 2019 that are beyond the initial contract amount.

2. Remaining Work to be Completed: \$3,600 NTE

HDR anticipates completing remaining work of Final Record Drawings, Final Walkthrough, and Approval of Remaining Payment Applications.

NET TOTAL for CONTRACT AMENDMENT No. 2: \$46,689.00

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

If yes, please list the Action Step Item Codes(s): N1: Design and construct sidewalks, pedestrian walkways/bike paths, and/or bike lanes to connect our neighborhoods

Funds Available: Account Name: Greenway Trails Phase IV

Account Number: PA0092

Staff Recommendation: Authorize the Mayor to accept and execute Contract Amendment #2 and any associated documents. Authorization increases HDR's contract by \$46,689.00. The approval of the contract amendment will increase the total contract amount of \$55,500 to \$134,189.00.

Attachments:

1. Ordinance
2. ORD 2016-11-8443 HDR Contract - Greenway Trail Phase IV
3. HDR amendment 1 GWT4
4. HDR amendment 2 GWT4

ORDINANCE 2019-____ - _____

AN ORDINANCE APPROVING CONTRACT AMENDMENT NO. 2 WITH HDR ENGINEERING, INC. FOR A PRICE INCREASE IN THE AMOUNT OF \$46,689 FOR PROFESSIONAL DESIGN SERVICES FOR THE GREENWAY TRAIL PHASE IV PROJECT

WHEREAS, the City Commission approved Ordinance No. 2016-11-8443 on October 25, 2016, to enter into a contract with HDR Engineering, Inc. in the lump sum amount of \$53,700 plus the option for construction administration and inspection services as needed not to exceed \$32,000 for the Greenway Trail Phase IV Project; and

WHEREAS, on May 6, 2019, the City exercised the option authorized in Ordinance 2016-11-8443 through Contract Amendment #1 with \$32,000 for construction administration and inspection services and \$1,800 for an additional survey cost resulting in a contract amount of \$87,500; and

WHEREAS, Amendment No. 2 to the Agreement with HDR Engineering, Inc. is now needed for additional labor hours already completed in an amount of \$43,089 and final record drawings, final walkthrough, and approval of remaining payment applications in an amount of \$3,600.

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

SECTION 1. The Mayor is hereby authorized to execute Contract Amendment No. 2 with HDR Engineering, Inc., for labor hours already performed in an amount of \$43,089 and for the completion of final record drawings, final walkthrough, and approval of remaining payment applications in an amount of \$3,600 for an overall price increase in the amount of \$46,689 for the Greenway Trail Phase IV Project, henceforth, increasing the total contract price to \$134,189. This shall be charged to the Greenway Trails Phase IV Project Account No. PA0092.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners November 12, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, Paducah City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\agree-engineering services – Greenway Trail Phase 4 HDR

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING A SHORT FORM AGREEMENT FOR ENGINEERING DESIGN
SERVICES FOR THE GREENWAY TRAIL PHASE 4 PROJECT; AUTHORIZING
THE OPTION FOR CONSTRUCTION ADMINISTRATION AND INSPECTION
SERVICES DURING THE CONSTRUCTION OF THE PROJECT, AND
AUTHORIZING THE EXECUTION OF SAID CONTRACT

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

SECTION 1. Recitals and Authorization. The City hereby approves the Short Form Agreement with HDR Engineering, Inc., for engineering design services required for the Greenway Trail Phase 4 Project. The City is authorized to exercise the option for HDR to provide construction administration and inspection services during the construction of the project. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Agreement for the purposes therein specified. Further, the Mayor of the City is hereby authorized to execute the Agreement.

SECTION 2. Compensation. The City shall compensate HDR Engineering, Inc., in a lump sum amount of \$53,700 for the engineering design services. If the City utilizes the construction administration and inspection services of HDR for the project, compensation will be paid on an hourly as needed basis with an hourly not to exceed fee of \$32,000. Said compensation paid by the City shall be funded through project account PA0092.

SECTION 3. 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 4. 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 5. 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 6. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 25, 2016

Adopted by the Board of Commissioners, November 1, 2016

Recorded by Tammara S. Sanderson, City Clerk, November 1, 2016

Published by *The Paducah Sun*, _____

\\ord\eng\agree-engineering services-Greenway Trail Phase 4

**AMENDMENT #1 TO AGREEMENT FOR ENGINEERING SERVICES
GREENWAY TRAIL PHASE IV**

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on November 28, 2016 to perform engineering services for CITY OF PADUCAH, KENTUCKY ("OWNER");

CITY OF PADUCAH, KENTUCKY desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and CITY OF PADUCAH, KENTUCKY do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I shall be amended to include scope of services in attached Exhibit A.

Section IV shall be amended to:

| | |
|--|--------------------------------|
| ORIGINAL CONTRACT FEE: | \$53,700 Lump Sum |
| AMENDMENT #1 FEE: Additional Survey | \$ 1,800 Lump Sum \$55,500 |
| AMENDMENT #1 FEE: Construction Administration and Observation | \$32,000 Hourly, Not-To-Exceed |

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF PADUCAH, KENTUCKY ("OWNER")

By: 

By: 

Name: Ben R. Edelen, PE, PLS

Name: Brandi Harless

Its: Sr. Vice President/Area Manager

Its: Mayor

Date: 04/24/2019

Date: 05/06/2019

EXHIBIT A

SCOPE OF SERVICES

Supplemental Survey

Provide additional surveying services.

Construction Administration

HDR will assign an experienced project manager engineer to attend progress meetings, coordinated the materials submittal process, answer contractor inquiries, to provide interpretation of the project drawings when necessary, and review pay requests. Our project engineering representative will also compile weekly inspection reports and forward to your project representative.

Following the Contractor's notification of completion, a final on-site punch list inspection will be held with representatives of the contractor, City of Paducah and HDR. Deficiencies noted during the inspection will be documented with a report submitted to all parties outlining necessary corrective actions. A follow-up inspection will be conducted upon notification from the contractor that all deficiencies have been corrected.

Once the construction process has been completed, HDR will conduct a final inspection with representatives from all parties invited for review. Any deficiencies will be noted, and issued in the meeting notes for corrective action by the contractor.

Construction Observation

HDR will provide a qualified technician to observe and report daily construction activities for construction of the Greenway Trail Phase IV. For preparation of this proposal, we estimate that our construction representative will be on site six (6) hours per day, five days per week for project duration for 90 days.

During times when our construction observation representative(s) are on site, they will coordinate with HDR's project manager, respond to questions concerning interpretation of the plans, observe construction activities, notify the contractor of known non-conforming work, measure completed work, and prepare a daily log of activities both with written reports and with photographic representation. Any problems noted during observation times will be documented with instructions given to the contractor for corrective action and documented in the daily reports for each respective problem.

Our field representative will coordinate daily pay quantities and review with the contractor on a daily basis in an effort to streamline the pay application process.

HDR will also provide the concrete cylinder testing per KKYTC specifications. This will include a set of cylinders on the first unit and then a set of cylinders for each subsequent 1100 cubic yards. As a part of this project HDR will take 4 sets of concrete cylinders for compressive testing.

Fee

HDR proposes to perform the scope of work described herein for a lump sum fee as follows:

| | |
|--------------------------|-----------------|
| Survey | \$ 1,200 |
| 30% Design Plans | \$12,900 |
| 60% Design Plans | \$28,200 |
| 90% Design Plans | \$ 6,800 |
| Procurement | <u>\$ 4,600</u> |
| Total Lump Sum | \$53,700 |
| Amend #1 As-Built Survey | <u>\$ 1,800</u> |
| TOTAL | \$55,500 |

Work performed in addition to that described herein will be performed on an hourly basis in accordance with HDR's current fee schedule.

Construction Administration and Observation will be performed on an hourly as-needed basis with an hourly Not-To-Exceed fee of \$32,000.



EFFECTIVE JANUARY 2019

HOURLY FEE SCHEDULE

| | |
|--|--------------------|
| Principal | \$250.00/Hour |
| Project Manager / Sr. Project Engineer / Sr. Geologist | \$150.00/Hour |
| Project Engineer/Licensed Surveyor | \$120.00/Hour |
| Engineering Intern/Designer | \$100.00/Hour |
| Engineering Technician | \$90.00/Hour |
| Clerical | \$65.00/Hour |
| Senior Inspector/Field Technician III | \$97.00/Hour |
| Inspector/Field Technician II | \$73.00/Hour |
| Inspector/Field Technician I | \$54.00/Hour |
| Mileage | \$0.75/Mile |
| Meals | \$40.00/Person/Day |
| Motel | Actual Cost + 10% |
| Additional Expenses | Actual Cost + 10% |

NOTES:

1. Overtime and work over water will be invoiced at 1.25 times the regular hourly rate.
2. Travel time to and from the Project will be charged at the above rates.
3. Hourly rates for projects older than six months are subject to adjustment.

AMENDMENT #2 TO AGREEMENT FOR ENGINEERING SERVICES
GREENWAY TRAIL PHASE IV

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on November 28, 2016 to perform engineering services for **CITY OF PADUCAH, KENTUCKY ("OWNER")**;

CITY OF PADUCAH, KENTUCKY desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and **CITY OF PADUCAH, KENTUCKY** do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I shall be amended to include scope of services in attached Exhibit A.

Section IV shall be amended to:

| | |
|---|--|
| ORIGINAL CONTRACT FEE: | \$ 53,700 Lump Sum |
| AMENDMENT #1 FEE: | |
| Additional Survey | \$ <u>1,800</u> Lump Sum |
| | \$ 55,500 |
| AMENDMENT #1 FEE: | |
| Construction Administration and Observation | \$ 32,000 Hourly, Not-To-Exceed |
| AMENDMENT #2 FEE: | \$ <u>46,689</u> Hourly, Not-To-Exceed |
| TOTAL CONTRACT FEE: | \$134,189 |

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF PADUCAH, KENTUCKY ("OWNER")

By: 

By: _____

Name: Ben R. Edelen, PE, PLS

Name: Brandi Harless

Its: Sr. Vice President/Area Manager

Its: Mayor

Date: 10/11/2019

Date: _____



October 8, 2019

Ms. Melanie Townsend
Engineering Projects Manager
City of Paducah Engineering-Public Works Dept.
300 South 5th Street
Paducah, KY 42002

Re: Greenway Trail Phase 4 – Amendment No. 2

Dear Melanie:

We are very pleased to be working with the City of Paducah on the Greenway Trail Phase 4 Project. HDR was initially awarded a contract to perform the design for the project, and then later issued Contract Amendment No. 1 to also perform the construction inspection and construction administration. Contract Amendment No. 1 was originally to be for the duration of construction of the project with a completion date of August 23rd, 2019.

Upon initiation of construction, it was quickly evident that the Contractor, Youngblood Excavating and Contracting, would require much more observation than originally planned. The Contractor struggled with deficient work, poor planning, and did not provide an adequate foreman for the project. As a result, HDR's field inspector and office personnel had to perform duties beyond the original scope outlined in Contract Amendment No. 1 with much more time spent in the field and having to answer far more questions and provide much more guidance than planned. HDR kept Rick Murphy abreast of the issues with the Contractor, as well as the timeline in which the scope of Contract Amendment No. 1 would run out. On August 7, 2019, you sent an email stating that:

Rick (Murphy) has informed me that HDR has requested authorization to expend additional time and materials to finish the Greenway Trails Phase 4 construction administration and observation. Per Rick Murphy, City Engineer and Public Works Director, please consider this your authorization to move forward in order to complete the project. Please supply a final change order for actual time and materials at the conclusion of the Greenway Trails Phase 4 project.

The email is in Attachment A. HDR continued with the project to completion as directed. The Contractor's eventual substantial completion date was Monday, September 23rd, 2019 with a few backordered light poles still remaining to be installed the second week of October. HDR still needs to complete the Final Record Drawings once the Contractor provides the redline drawings to HDR, as well as the final walkthrough of the project, and approval of the remaining payment applications. The project scope for Contract Amendment No. 2 is as follows:

1. Work Already Completed

HDR is due the amount of \$43,089 for work already completed beyond Contract Amendment No. 1 through October 5, 2019. Please see Attachment B for more information.

2. Remaining Work to be Completed

HDR anticipates remaining work for the Final Record Drawings, Final Walkthrough, and Approval of Remaining Payment Applications to be \$3,600.

The amount proposed for Contract Amendment No. 2 is an hourly not-to-exceed amount of \$46,689 performed in accordance with the current attached HDR hourly fee schedule, Attachment C.

Respectfully Submitted,

HDR Engineering, Inc.

Shawn Washer, PE
Vice President



Attachment A



Brown, Scott

From: Melanie Townsend <mtownsend@paducahky.gov>
Sent: Wednesday, August 7, 2019 4:00 PM
To: Brown, Scott
Cc: Rick Murphy
Subject: Construction admin & observation GWT Ph4

Scott,

Rick has informed me that HDR has requested authorization to expend additional time and materials to finish the Greenway Trails Phase 4 construction administration and observation. Per Rick Murphy, City Engineer and Public Works Director, please consider this your authorization to move forward in order to complete the project. Please supply a final change order for actual time and materials at the conclusion of the Greenway Trails Phase 4 project.



Melanie Townsend
Engineering Project Manager
City of Paducah
270-444-8511 ext. 2016
www.paducahky.gov | map-gis.org
[Tell Us How We're Doing](#)



Attachment B





HDR Engineering, Inc.
 Paducah, KY 42001
 Phone: (270) 444-9691

UNBILLED

Invoice

Reference Invoice Number with Payment

HDR Invoice No. 1200000000
 Invoice Date
 Invoice Amount Due \$ 43,840.80
 Payment Terms Net 30

City of Paducah
 ATTN: Rick Murphy
 P O Box 2267
 Paducah, KY 42002-2267

Remit to P O Box 74008202
 Chicago, IL 60674-8202
 Electronic Payment Bank of America ML US
 ABA #0081000032
 Account # 355004076604

Greenway Trail Phase 4

Professional Services

From: 07/19/2019 To: 10/05/2019

| Professional Services | Hours | Rate | Amount |
|-----------------------|---------------|-----------|---------------------|
| Labor: | | | |
| Project Manager | 146.50 | \$ 150.00 | \$ 21,975.00 |
| Inspector | 286.50 | \$ 73.00 | \$ 20,914.50 |
| Field Technician I | 12.20 | \$ 54.00 | \$ 658.80 |
| Clerical | 4.50 | \$ 65.00 | \$ 292.50 |
| Total Labor | 449.70 | | \$ 43,840.80 |

| | |
|--------------------------------------|---------------------|
| TOTAL AMOUNT DUE THIS INVOICE | \$ 43,840.80 |
|--------------------------------------|---------------------|

| | |
|---------------------------|-----------------------|
| Original Fee: | \$ 53,700.00 |
| Amendment #1 Fee: | \$ 33,800.00 |
| Total Fee: | \$ 87,500.00 |
| Previously Billed: | \$ 86,748.20 |
| Invoice Total: | \$ 43,840.80 |
| Balance Remaining: | \$ (43,089.00) |

| HDR Internal Reference Only | |
|-----------------------------|----------|
| Client Number | 466017 |
| Cost Center | 10081 |
| Project Number | 10050132 |



Attachment C





EFFECTIVE JANUARY 2019

HOURLY FEE SCHEDULE

| | |
|--|--------------------|
| Principal | \$250.00/Hour |
| Project Manager / Sr. Project Engineer / Sr. Geologist | \$150.00/Hour |
| Project Engineer/Licensed Surveyor | \$120.00/Hour |
| Engineering Intern/Designer | \$100.00/Hour |
| Engineering Technician | \$90.00/Hour |
| Clerical | \$65.00/Hour |
| Senior Inspector/Field Technician III | \$97.00/Hour |
| Inspector/Field Technician II | \$73.00/Hour |
| Inspector/Field Technician I | \$54.00/Hour |
| Mileage | \$0.75/Mile |
| Meals | \$40.00/Person/Day |
| Motel | Actual Cost + 10% |
| Additional Expenses | Actual Cost + 10% |

NOTES:

1. Overtime and work over water will be invoiced at 1.25 times the regular hourly rate.
2. Travel time to and from the Project will be charged at the above rates.
3. Hourly rates for projects older than six months are subject to adjustment.

Agenda Action Form

Paducah City Commission

Meeting Date: November 26, 2019

Short Title: Authorize the City Manager and Finance Director to implement service fees for the acceptance of credit cards, debit cards and e-check payments by the City of Paducah - **M SMOLEN**

Category: Ordinance

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

Background Information: The Munis Project aims to implement an integrated software solution to support City staff in the delivery of services and activities, take advantage of best practices and significantly improve the efficiency and effectiveness of customer service and business processes. Upcoming phases of the software project will enhance customer service due to the implementation of new features for interacting with the City's customers. One of the new features is the ability to accept credit/debit card and electronic check payments. Services for electronic payment processing will include, but are not limited to, the following revenues: Occupational Licenses, Property Taxes, Permits, and other miscellaneous revenue sources. Given the budget challenges facing the City, it is staff's recommendation to pass on the fee associated with the optional use of credit cards, debit cards and echeck payment processing. This ordinance gives the City Manager and Finance Department the authority to pass along the appropriate service fee associated with processing the payment. The service fee shall not exceed 4% for debit cards and credit cards or \$1.50 for echecks. This form of payment is voluntary and the customer can avoid paying the service fee by utilizing other forms of payment.

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: Create and sustain a customer centric culture aligned with our organizational values

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt the ordinance authorizing the City Manager and Financing Director to implement service fees for the acceptance of credit card, debit cards and e-check payments by the City of Paducah.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY OF PADUCAH AUTHORIZING THE CITY MANAGER AND FINANCING DIRECTOR TO IMPLEMENT SERVICE FEES FOR THE ACCEPTANCE OF CREDIT CARD, DEBIT CARD, AND E-CHECK PAYMENTS BY THE CITY OF PADUCAH.

WHEREAS, the City of Paducah has a duty to collect payments from members of the public for various services and fees; and

WHEREAS, in order to provide a convenience to members of the public, the City of Paducah accepts payments by credit card, debit card, and e-check; and

WHEREAS, it is appropriate to establish and implement policies for the acceptance of these payment methods by the City;

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

Section 1: Service Fees. The City of Paducah hereby authorizes the City Manager and the City Finance Director to establish and implement a credit card and debit card service fee not to exceed four percent (4%) and an e-check processing fee of \$1.50 to cover the City's costs of accepting such payment forms.

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, November 12, 2019

Adopted by the Board of Commissioners, _____, 2019

Recorded by City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

Ord/Credit Card Fee Implementation

Ordinance prepared by Denton Law Firm

Agenda Action Form

Paducah City Commission

Meeting Date: November 26, 2019

Short Title: Amend Code of Ordinances Chapter 14 related to Dogs at Special Events - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Mark Thompson

Presentation By: James Arndt

Background Information: The City of Paducah sponsors and holds numerous events and festivals which are attended by families and feature or include the sale of food. Dogs are routinely brought to the events and festivals from homes outside the geographical area of the events and festivals. The inclusion of non-service related dogs in crowds with children and food poses a threat to public safety and public welfare, because the dogs' demeanor, training, and certifications cannot be verified.

This ordinance amends Chapter 14 of the Paducah Code of Ordinances to limit dogs at community events to service dogs and dogs whose owner resides within the area designated for the special event.

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 the ordinance to amend Chapter 14 of the Paducah Code of Ordinances.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING CHAPTER 14
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH

WHEREAS, the City of Paducah sponsors and holds numerous events and festivals which are attended by families and feature or include the sale of food;

WHEREAS, dogs are routinely brought to the events and festivals from homes outside the geographical area of the events and festivals;

WHEREAS, the inclusion of non-service related dogs in crowds with children and food poses a threat to public safety and public welfare, because the dogs' demeanor, training, and certifications cannot be verified;

WHEREAS, Chapter 14 of the Paducah Code of Ordinances must be amended to restrict non-service and non-neighborhood dogs at community events.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 14 of the Paducah Code of Ordinances by amending the following sections:

Sec. 14-31. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

[...]

Service Dog means a service animal as defined in KRS 525.010, including dogs used by law enforcement for official law enforcement purposes (bomb detection dogs, narcotic detection dogs, patrol dogs, tracking dogs, search and rescue dogs, accelerant detection dogs, cadaver dogs), or any assistance dog which is trained to meet the requirements of a service animal as set forth in KRS 258.500.

Sec. 14-32. – Dogs permitted at special community events; restrictions.

- (a) No such person shall bring a dog into an area designated for special community events during the times such events are occurring unless ~~[the dog is]~~:
- (1) ~~[Licensed by McCracken County Animal Control or by any other State or County]~~ **The dog is certified as a Service Dog;**
 - (2) ~~[Restrained by a leash or other lead that is no longer than three (3) feet.]~~ **The dog's owner's residence is located within the area designated for special events and is restrained by a leash or other lead that is no longer than three (3) feet; or.**
 - (3) **The permit for the event specifically provides for and includes that dogs may be brought into the area for the permitted event and the dog is restrained by a leash or other lead that is no longer than three (3) feet.**
- (b) Special community events include **all events permitted within City limits, regardless of whether the City is the organizer or sponsor** ~~[, but are not limited to, the Paducah Summer Festival, Barbeque on the River, Parades, Saturday Night After Dinner Program, and other similar events].~~

SECTION 2. This Ordinance shall be read on two separate days and 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 the City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

ord\14-31 Dogs at Special Events

Ordinance Prepared by KKHB

234090

Agenda Action Form

Paducah City Commission

Meeting Date: November 26, 2019

Short Title: Closure of a portion of an Alley on the West Side of South 6th Street between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information:

The following adjacent property owners have submitted an executed application requesting that a portion of an alley located on the west side of South 6th Street and between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue be closed:

- Irvin Cobb Limited Partnership
- Richard Mark Edwards

On October 21, 2019, the Planning Commission held a Public Hearing and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure with a 20 foot wide public utility easement as shown on the plat and a reciprocal ingress/egress easement over the property in its entirety be required.

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:

To adopt an ordinance authorizing the closing of a portion of an Alley on the west side of 6th Street between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue be closed and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. Ordinance
2. Irvin_Cobb_Ally_Closure

3. Planning Commission Resolution

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF AN ALLEY BETWEEN 600 & 606 BROADWAY, 105 & 111 SOUTH 6TH STREET AND 603 KENTUCKY AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of the portion of an alley between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue, and being more particularly described as follows:

ALLEY CLOSURE - TRACT A - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 6th Street and south of Broadway, In Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point In the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198.10 feet from the centerline of Broadway, said point also being the southeast corner of the Irvin Cobb Limited Partnership property (recorded In deed book 1379, page 100);

Thence with the west right-of-way line of South 6th Street, S25202'19"E a distance of 10.00 ft. to a "X" cut in concrete (set), said point being in the centerline of said alley;

Thence with the centerline of said alley, S64257'41"W a distance of 87.80 ft. to a mag nail and disk stamped "BFW KJW #3445" (set), passing through a mag nail and disk stamped "BFW KJW #3445" (set) at 57.75 ft., said point being In the centerline of the alley;

Thence with a new line, N25202'19"W a distance of 10.00 ft. to a point, said point being the southwest property corner of the above said Irvin Cobb Limited Partnership property, said point also being in the north right-of-way line of said alley;

Thence with the above said right-of-way, N64257'41"E a distance of 87.80 ft. to the Point of

Beginning. The above described Tract contains 878 square feet.

The above described Tract is subject to a public utility easement and a reciprocal Ingress/egress easement over the property is its entirety.

ALLEY CLOSURE - TRACT B - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 6th Street and north of Kentucky Avenue, in Paducah, McCracken

County, Kentucky, more particularly described as follows:

Beginning at a point in the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198 feet from the centerline of Kentucky Avenue, said point also being the northeast corner of the 1369 Properties, LLC property (recorded in deed book 1267, page 314);

Thence along the north property line of above said 1369 Properties, LLC property, S64257'41"W a distance of

57.75 ft. to a 3/8" rebar (found) to the True Point of Beginning;

Thence with the south right-of-way line of a 20' alley, S641Z57'41nw a distance of 30.05 ft. to a "X" cut in concrete (set);

Thence with a new line, N25!02'19"W a distance of 10.00 ft. to a mag nail and disk stamped "BFW KJW #3445" (set), said point being in the centerline of the alley;

Thence with the centerline of said alley, N64257'41"E a distance of 30.05 ft. to a mag nail and disk stamped

"BFW KJW #3445" (set);

Thence with a new line, S25202'19"E a distance of 10.00 ft. to the True Point of

Beginning. The above described Tract contains 300 square feet.

The above described Tract is subject to a public utility easement and a reciprocal ingress/egress easement over the property in its entirety.

ALLEY CLOSURE -TRACT C - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.LS.#3445 and being generally located on the west side of South 6th Street and north of Kentucky Avenue, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point in the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198 feet from the centerline of Kentucky Avenue, said point also being the northeast corner of the 1369 Properties, LLC property (recorded in deed book 1267, page 314);

Thence with the south right-of-way line of a 20' alley, S641Z57'41"W a distance of 57.75 ft. to a 3/8" rebar (found), said point also being the northwest corner of the above said 1369 Properties, LLC property;

Thence with a new line, N251Z02'19"W a distance of 10.00 ft. to a mag nail and disk stamped "BFW KJW

#3445" (set), said point being in the centerline of the alley;

Thence with the centerline of said alley, N64257'41"E a distance of 57.75 ft. to a "X" cut in concrete (set), said point being in the west right-of-way line South 6th Street;

Thence with the above said right-of-way, S25202'19"E a distance of 10.00 ft. to the Point of

Beginning. The above described Tract contains 577 square feet.

The above described Tract is subject to a public utility easement and a reciprocal ingress/egress easement over the property in its entirety.

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. Irvin Cobb Limited Partnership and Richard Mark Edwards are the owners of property abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof, Exhibit A.

b. On the 21st day of October, 2019, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

d. All property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to each of the property owners in or abutting the public way to be closed with each to acquire title to that portion of the public way contiguous to the property now owned by said property owners up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 26, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\stclosing\alley-S 6th, Broadway & Kentucky Ave

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance No. _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

EXHIBIT A



CITY OF PADUCAH, KENTUCKY PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

Date: 9/27/2019

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: Alley off 6th Street (between Broadway and Kentucky Avenues

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:

IRVIN COBB LIMITED PARTNERSHIP
By: Irvin Cobb Manager, Inc.,
general partner

[Signature]
Signature of Property Owner

Joseph A. Bobeck Secretary

Property Owner's Name Printed
1020 Huron Rd., #100
Cleveland, OH 44115

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 27th day of September, 2019 by Joseph A. Bobeck, Secretary.

My Commission expires 2-27-2020

[Signature]
Notary Public, State at Large

SUSAN L. MORAN
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Feb. 27, 2020

1369 Properties, LLC

[Signature]
Signature of Property Owner

Richard M Edwards

Property Owner's Name Printed

1135 Lakeview Dr, Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 13 day of NOV, 2019 by Richard M Edwards

My Commission expires 4-29-22

[Signature]
Notary Public, State at Large #597513

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF AN ALLEY BETWEEN 600 & 606 BROADWAY, 105 & 111 SOUTH 6TH STREET AND 603 KENTUCKY AVENUE.

RECEIVED
OCT 22 2019

WHEREAS, a public hearing was held on October 21, 2019 by the Paducah Planning Commission after advertisement pursuant to law, and

ENGINEERING DEPARTMENT

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to close a portion of an alley between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and Board of Commissioners of the City of Paducah to close a portion of an alley between 600 & 606 Broadway, 105 & 111 South 6th Street and 603 Kentucky Avenue as follows:

ALLEY CLOSURE – TRACT A - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 6th Street and south of Broadway, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point in the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198.10 feet from the centerline of Broadway, said point also being the southeast corner of the Irvin Cobb Limited Partnership property (recorded in deed book 1379, page 100);

Thence with the west right-of-way line of South 6th Street, S25°02'19"E a distance of 10.00 ft. to a "X" cut in concrete (set), said point being in the centerline of said alley;

Thence with the centerline of said alley, S64°57'41"W a distance of 87.80 ft. to a mag nail and disk stamped "BFW KJW #3445" (set), passing through a mag nail and disk stamped "BFW KJW #3445" (set) at 57.75 ft., said point being in the centerline of the alley;

Thence with a new line, N25°02'19"W a distance of 10.00 ft. to a point, said point being the southwest property corner of the above said Irvin Cobb Limited Partnership property, said point also being in the north right-of-way line of said alley;

Thence with the above said right-of-way, N64°57'41"E a distance of 87.80 ft. to the Point of Beginning.

The above described Tract contains 878 square feet.

The above described Tract is subject to a public utility easement and a reciprocal ingress/egress easement over the property is its entirety.

ALLEY CLOSURE – TRACT B - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 6th Street and north of Kentucky Avenue, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point in the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198 feet from the centerline of Kentucky Avenue, said point also being the northeast corner of the 1369 Properties, LLC property (recorded in deed book 1267, page 314);

Thence along the north property line of above said 1369 Properties, LLC property, S64°57'41"W a distance of 57.75 ft. to a 3/8" rebar (found) to the True Point of Beginning;

Thence with the south right-of-way line of a 20' alley, S64°57'41"W a distance of 30.05 ft. to a "X" cut in concrete (set);

Thence with a new line, N25°02'19"W a distance of 10.00 ft. to a mag nail and disk stamped "BFW KJW #3445" (set), said point being in the centerline of the alley;

Thence with the centerline of said alley, N64°57'41"E a distance of 30.05 ft. to a mag nail and disk stamped "BFW KJW #3445" (set);

Thence with a new line, S25°02'19"E a distance of 10.00 ft. to the True Point of Beginning.

The above described Tract contains 300 square feet.

The above described Tract is subject to a public utility easement and a reciprocal ingress/egress easement over the property in its entirety.

ALLEY CLOSURE – TRACT C - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the west side of South 6th Street and north of Kentucky Avenue, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point in the west right-of-way line of South 6th Street, 30' from centerline of said road, and approximately 198 feet from the centerline of Kentucky Avenue, said point also being the northeast corner of the 1369 Properties, LLC property (recorded in deed book 1267, page 314);

Thence with the south right-of-way line of a 20' alley, S64°57'41"W a distance of 57.75 ft. to a 3/8" rebar (found), said point also being the northwest corner of the above said 1369 Properties, LLC property;

Thence with a new line, N25°02'19"W a distance of 10.00 ft. to a mag nail and disk stamped "BFW KJW #3445" (set), said point being in the centerline of the alley;

Thence with the centerline of said alley, N64°57'41"E a distance of 57.75 ft. to a "X" cut in concrete (set), said point being in the west right-of-way line South 6th Street;

Thence with the above said right-of-way, S25°02'19"E a distance of 10.00 ft. to the Point of Beginning.

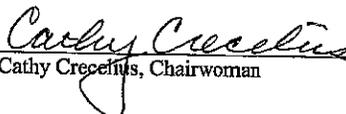
The above described Tract contains 577 square feet.

The above described Tract is subject to a public utility easement and a reciprocal ingress/egress easement over the property in its entirety.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 4. Any agreements between the parties that are affected by the closure of this Right-of-Way shall be forwarded to the City Commission with this Resolution.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on October 21, 2019

ORDINANCE NO. 2019-_____

**AN ORDINANCE AMENDING CHAPTER 42
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, the City of Paducah wishes to eliminate the effects of the accumulation of damaged and inoperable vehicles which create blight, depress property values, generate health hazards, contribute to injury, damage the environment, provide breeding areas for pests such as rodents and mosquitoes, attract illegal dumping of other solid waste and hazardous substances, and contribute to the commission of crimes, detrimentally affecting the health and safety of neighborhoods within the City of Paducah;

WHEREAS, landowners have the right to the use and enjoyment of their property, consistent with State law and City Ordinances, where such use does not infringe on the rights of adjacent landowners;

WHEREAS, in instances in which an individual's actions infringe on the use and enjoyment rights of adjacent landowners, the City may act to abate a nuisance, consistent with KRS § 65.8840;

WHEREAS, the City has been unsuccessful in abating junk car nuisances with mere imposition of fines or liens and now wishes to have junk cars which are declared a nuisance removed from the public view;

WHEREAS, Chapter 42 of the Paducah Code of Ordinances must be amended to allow for the removal of junk motor vehicles which have been declared a nuisance.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, hereby amends Chapter 42 of the Paducah Code of Ordinances by amending the following sections:

Sec. 42-32. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

[...]

Owner means a person, association, corporation, partnership or other legal entity having a legal or equitable title in real property, **or in the case of a motor vehicle, having legal or equitable title in a motor vehicle.**

[...]

Sec. 42-43. – Ordinance Fine Schedule.

- (a) If a citation for a violation of the Code is not contested by the person charged with the violation, the penalties set forth in this subsection may apply per inspection: If the Code Enforcement Officer is required to make inspections beyond the initial inspection and one (1) additional follow-up inspection, to determine if the required

corrections have been made, then the Code Enforcement Board shall assess the following fines not to exceed the value of the property as determined by the Property Valuation Administrator;

| | |
|---|-----------------|
| Inspections | Each Occurrence |
| Abandoned Vehicles and Appliances, Grass, Weeds, Litter, Solid Waste, Other Nuisances Defined by 42-50(a)(1)-(7). | \$100.00 |

| | | |
|-----------------------------------|---|--|
| <u>Inspections</u> | <u>First Occurrence – 30 days after final order or waiver of hearing</u> | <u>Second Occurrence – 60 days after final order or waiver of hearing</u> |
| <u>Junk Motor Vehicles</u> | <u>\$100.00</u> | <u>Motor Vehicle Subject to Tow at Owner’s Expense</u> |

| | | | |
|----------------------|----------------------------|----------------------------|---|
| Inspections | 3 rd Inspection | 4 th Inspection | 5 th Inspection and All Subsequent Inspections |
| Property Maintenance | \$250.00 | \$350.00 | \$500.00 |

- (b) If the citation is contested and a hearing before the Code Enforcement Board is required, the penalties may be doubled at the discretion of the Board per inspection not to exceed the value of the property as recorded by the Property Valuation Administrator, **or for a motor vehicle, not to exceed the fair market value of the motor vehicle as determined by reference to Kelley Blue Book, NADA or other appropriate Guides, whichever is greater.**

Sec. 42-48. – Vehicles and Appliances.

- (a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to this subsection, except where the context clearly indicates a different meaning:

Apparently abandoned means any motor vehicle which does not appear to have been moved or maintained, as determined by the Code Enforcement Officer, for at least sixty (60) days.

Apparently inoperable means a motor vehicle which does not appear to be capable of moving a distance of twenty (20) feet under its own power on a flat surface, or which does not comply with legal requirements for vehicles used or parked on public streets with regard to safety equipment such as brakes, lights, mirrors, and safety glass, tires, or with regard to vehicle licensing requirements, and which condition(s) last for at least sixty (60) days.

[...]

In the open means is upon land that may be viewed from a public street **or alley** or an adjoining property.

[...]

*Junked **motor*** vehicles means any vehicle, device or other contrivance, or parts thereof, propelled by human or mechanical power in, upon, or by which any person or property is or may be transported or drawn, including, without limitation, devices used exclusively upon stationary rails or tracks, motor vehicles, tractors, boats, motorboats, watercrafts, sailboats, boat and utility trailers, mobile homes, motor homes, campers, and off-highway vehicles, the condition of which is one (1) or more of the following:

- (1) Wrecked;
- (2) Dismantled;
- (3) Partially dismantled;
- (4) Inoperative **or apparently inoperative for a period of more than sixty (60) days;**
- (5) Abandoned **or apparently abandoned for a period of more than sixty (60) days;**
- (6) Discarded.

(b) Declaration of nuisance; exceptions.

[...]

(3) Classic or Collector Vehicles. A junk motor vehicle which is owned by a collector of antique, vintage, historic, classic, or muscle and special interest vehicles which is in the process of restoration, and which is recognized by national vehicle organizations such as The Vintage Motor Car Club of America or SEMA. Such vehicles, when located in public view prior to or during the restoration process, shall, upon request by a Code Enforcement Officer, be moved to a storage or work area not readily visible by the general public.

[...]

(d) Compliance by removal of vehicle or appliance **by Owner**. The **Owner's** removal of the vehicle or appliance declared to be a nuisance pursuant to this section from the premises within seven (7) days after receipt of notice of violation from the City shall be considered compliance with the provisions of this section and no further action shall be taken against **nor any fine imposed against** the owner of the vehicle or appliance or the owner or occupant of the premises. Written permission given to the Code Enforcement Officer for the removal of the vehicle or appliance by the owner of same or the owner or occupants of the premises on which it is located shall be

considered compliance with the provisions of this section on their part and no further action shall be taken against the one giving such permission, except for collection of towing charges or hauling costs for the removal of the nuisance.

- (e) **Compliance by removal of Junk Motor Vehicle by Owner within 30 days of Final Order or Waiver of Hearing. The Owner's removal of the vehicle declared to be a nuisance pursuant to this section from the premises between seven (7) and thirty (30) days after receipt of notice of violation from the City shall be considered compliance with the provisions of this section and no further action shall be taken against the owner of the vehicle or the owner or occupant of the premises except for the fine set forth in Sec. 42-43.(a). Written permission given to the Code Enforcement Officer for the removal of the vehicle by the owner of same or the owner or occupants of the premises on which it is located shall be considered compliance with the provisions of this section on their part and no further action shall be taken against the one giving such permission, except for collection of towing charges for the removal of the nuisance.**
- (f) **Removal of junk motor vehicles. Sixty (60) days following a final order finding a violation or waiver of a hearing as set forth in Sec. 42-40. and Sec. 42-41, the Code Enforcement Board shall provide notice to the owner of the real property where the junk motor vehicle is situated, as well as to the registered owner of the junk motor vehicle that has been declared to be a nuisance pursuant to this section, that such vehicle will be removed from the property and towed at the Owner's expense. Such Notice shall be mailed via certified mail no less than fourteen (14) days prior to the date the junk motor vehicle is to be towed from the property, and shall include the make, model, license number and vehicle identification number of the vehicle, and the location from where the vehicle will be towed. Neither the City of Paducah nor the Code Enforcement Board or its officers shall be liable for any damage or loss to the junk motor vehicle or its contents during or after towing.**
- (g) Right of entry. In the enforcement of this section, a Code Enforcement Officer, and duly authorized agents, assistants, employees, or contractors, may enter upon private or public property to examine the vehicle or appliance, or obtain information as to the identity of the vehicle or appliance and of the owner thereof, and to remove or cause removal of the vehicle or appliance declared to be a nuisance pursuant to this article.

SECTION 2. This Ordinance shall be read on two separate days and 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 the City Clerk, _____, 2019
Published by *The Paducah Sun*, _____, 2019

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