



**CITY COMMISSION MEETING  
AGENDA FOR AUGUST 25, 2020  
5:30 PM  
VIDEO AND/OR AUDIO TELECONFERENCE MEETING**

*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 return to the City Clerk's Office no later than 3:30 p.m. on the day of the Commission Meeting.  
The Mayor will call on you to speak during the Public Comments section of the Agenda.*

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS/DELETIONS**

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

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|  | <b>I.</b> | <b><u>CONSENT AGENDA</u></b>  |  |
|  | A.        | Approve Minutes for July 28, August 11 & August 12, 2020  |  |
|  | B.        | Receive & File Documents  |  |
|  | C.        | Appointment of Heather Pierce to the Commissioners of Water Works   |  |
|  | D.        | Reappointment of Bob Wade to the Paducah Planning Commission  |  |
|  | E.        | Reappointment of Terrance D. Adams, Patrick White, and Zachary Hosman to the Paducah Area Transit System Board                                  |  |
|  | F.        | Reappointment of Allan Rhodes, Jr., and Carol Gault to the Code Enforcement Board   |  |
|  | G.        | Reappointment of Eri Gjergji to the Board of Adjustment   |  |
|  | H.        | Appointment of Laura Oswald and Craig Beavers to the Main Street Board  |  |
|  | I.        | Personnel Actions   |  |
|  | J.        | Accept Donation of Property - 612 S. 21st Street - <b>G CHERRY</b>  |  |
|  | K.        | Application for CARES Act Funding for COVID-19 Relief through the Department of Local Government in the amount of \$1,786,875 - <b>T WILSON</b> |  |
|  | L.        | Approve purchase of One (1) Rear Packer Refuse Collection Truck for use   |  |

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|  |             |  | by Public Works Refuse Department in the amount of \$169,249 - <b>C YARBER</b>  |
|  |             | M.   | Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance and Property Insurance Coverage. Total cost of all premiums is \$1,222,548.49 - <b>S SUAZO</b> |
|  |             | N.   | Acceptance of a Community Development Block Grant in the amount of \$200,000 on behalf of Four Rivers Behavioral Health's CenterPoint Recovery Center - <b>T WILSON</b>                                   |
|  | <b>II.</b>  | <b><u>ORDINANCE(S) - EMERGENCY</u></b>   |   |
|  |             | A.   | Approve Flood Pump Station #2 Rehabilitation Construction Rebid Award in an amount of \$4,500,000 - <b>R MURPHY</b>   |
|  | <b>III.</b> | <b><u>ORDINANCE(S) - ADOPTION</u></b>  |   |
|  |             | A. Approve the Rezoning of 2.96 acres at 401 Walter Jetton Blvd - <b>T TRACY</b> |   |
|  | <b>IV.</b>  | <b><u>ORDINANCE(S) - INTRODUCTION</u></b>  |   |
|  |             | A.   | Amend Code of Ordinances Section 26-31 and Section 26-34 related to Oak Grove Cemetery - <b>L PARISH</b>  |
|  | <b>V.</b>   | <b><u>COMMENTS</u></b>   |   |
|  |             | A.   | Comments from the City Manager  |
|  |             | B.   | Comments from the Board of Commissioners  |
|  |             | C.   | Comments from the Audience  |
|  | <b>VI.</b>  | <b><u>EXECUTIVE SESSION</u></b>  |   |

July 28, 2020

**Due to concerns related to technical difficulties at the meeting held on July 28, 2020, the City Commission chose to re-do this meeting in its entirety on August 11, 2020. Though it was determined that the July 28, 2020 meeting of the Board of Commissioners complied with Open Meetings laws and SB150, the City chose to re-do the July 28th meeting in an effort to go above and beyond to exemplify transparency. Since this was a regular meeting of the Board of Commissioners which was open for public viewing and virtual participation, the minutes were adopted by the Board at the August 25, 2020 City Commission Meeting as the permanent record of the meeting.**

At a Regular Meeting of the Board of Commissioners, held on Tuesday, July 28, 2020, at 5:30 p.m., Mayor Brandi Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Watkins, Wilson and Mayor Harless (4). Commissioner McElroy experience technical difficulties at the beginning of the meeting causing the video to appear, however no audio was available to hear her response to the call of the roll. Commissioner McElroy was able to regain audio access during the discussion related to the Wellness Center Due Diligence Proposal.

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243 and SB 150, all members of the Board of Commissioners participated using video teleconferencing. The public was invited to view the meeting on YouTube at <https://www.youtube.com/user/paducahkygov> or on the government access channel Government 11 (Comcast channel 11). Further, members of the public were invited to participate in the meeting to make public comments by joining the virtual teleconference.

**INVOCATION:**

Commissioner Watkins led the Invocation.

**PLEDGE OF ALLEGIANCE**

Commissioner Abraham led the pledge.

**MOTION TO SUSPEND RULES OF ORDER**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the rules for conducting City Commission Meetings be Suspended insofar as they are in conflict with the printed agenda for this meeting in order to move item II(A) Wellness Center Due Diligence Proposal Discussion, item III(A) Municipal Order for the Lose Agreement Suspension to the beginning of the meeting and item V(E) City Block Development Agreement to directly after the Consent Agenda. Otherwise, the rules are to remain in full force and effect.

Adopted on call of the roll, yeas, Commissioner Abraham, Watkins, Wilson and Mayor Harless (4). Commissioner McElroy was not able to access audio to vote on this motion.

**DISCUSSION**

**WELLNESS CENTER DUE DILIGENCE PROPOSAL DISCUSSION.**

Commissioner Abraham led a discussion on the need to due a clean pause on the Lose Agreement Suspension without spending further money on the project.

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(Commissioner McElroy was able to regain both audio and video. She noted that she had been able to hear everything that had gone on thus far in the meeting.)

### **RESCIND AMENDMENT TO MUNICIPAL ORDER FOR LOSE & ASSOCIATES**

Commissioner Abraham offered motion, seconded by Commissioner Watkins, that the Board of Commissioners rescind the amendment to the Municipal Order entitled, “A MUNICIPAL ORDER DIRECTING THE CITY MANAGER TO CONTINUE THE SUSPENSION OF THE AGREEMENT WITH LOSE & ASSOCIATES, INC. FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR AN INDOOR RECREATION AND AQUATICS FACILITY UNTIL JANUARY OF 2021 AND FURTHER DIRECTING THE CITY MANAGER TO CONTINUE DUE DILIGENCE RELATED TO THE PROJECT,” as adopted at the last Commission Meeting so that the Commission may vote on the original Municipal Order to continue the Suspension of the Lose & Associates, Inc. Agreement without additional due diligence wording.

Failed on call of the roll, nays, Commissioner McElroy, Wilson, and Mayor Harless. Yeas, Commissioner Abraham and Watkins (2).

### **MUNICIPAL ORDER**

### **ADOPT MUNICIPAL ORDER AS AMENDED FOR LOSE AGREEMENT SUSPENSION AND FURTHER DUE DILIGENCE**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners amend the Municipal Order entitled, “A MUNICIPAL ORDER DIRECTING THE CITY MANAGER TO CONTINUE THE SUSPENSION OF THE AGREEMENT WITH LOSE & ASSOCIATES, INC. FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR AN INDOOR RECREATION AND AQUATICS FACILITY UNTIL JANUARY OF 2021,” to add language directing the City Manager to continue due diligence related to the project. Due diligence should include the following:

1. The creation of a conceptual build-out for perspective tenants.
2. The creation of community focus groups for the project with an emphasis on inclusion and programming.
3. Research on financial assistance and facility naming rights.
4. Research on facility costs with an emphasis on understanding the impact of COVID-19 on the project Pro Forma.

Expenditures related to the above referenced due diligence shall be done within the limits of the City’s Small Purchase Plan and within the City Manager’s procurement restrictions unless otherwise authorized by the Board of Commissioners.

### ***WELLNESS CENTER PUBLIC COMMENTS***

Once this item was on the table, the Commission allowed for public comments related to the Wellness Center. Victoria Terra and Mary Byrne offered comments in support of the Wellness Center. Yvonne Gray and Scott Burnett had signed up to speak, but they were no longer logged into the virtual teleconference at the time of public comments.

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Adopted on call of the roll, yeas, Commissioners McElroy, Wilson and Mayor Harless (3), nays Commissioners Abraham and Watkins (2) (See August 11, 2020 Meeting Minutes for Adoption Information)

### CONSENT AGENDA

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

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|------|--|
| I(A) | Approve Minutes for the July 14, 2020 Meetings of the Board of Commissioners of the City of Paducah  |
| I(B) | Personnel Actions  |
| I(C) | <p>Receive &amp; File Documents:</p> <p><u>Minute File:</u></p> <ol style="list-style-type: none"><li>1. Petitions to Stop the Indoor Recreation and Aquatic Center</li></ol> <p><u>Deed File:</u></p> <ol style="list-style-type: none"><li>1. Deed of Conveyance – McCracken County, Kentucky and City of Paducah, Kentucky to Standard Insurances Company (KSR Legacy Investment Corp.)<br/><b>(ORD 2020-07-8642; BK 36)</b></li></ol> <p><u>Contract File:</u></p> <ol style="list-style-type: none"><li>1. Amendment To and Assumption of Lease Agreement – McCracken County and City of Paducah and KSR Legacy Investment Corp. <b>(ORD 2020-05-8637; BK 36 – Exhibit “A”)</b></li><li>2. Memorandum of Lease and Memorandum of Assignment and Assumption – Genova Products, Inc. to KSR Legacy Investment Corp, et al –<br/><b>ORD 2020-05-8637; BK 36) Exhibit “B”</b></li><li>3. Assignment and Loan Assumption Agreement – Genova Products, KSR Legacy Investment Corp., McCracken County, Kentucky and Paducah, Kentucky –<br/><b>(ORD 2020-05-8637; BK 36) Exhibit “C”</b></li><li>4. Security Agreement – KSR Legacy Investment Corp., McCracken County, Kentucky, and City of Paducah, Kentucky – <b>(ORD 2020-05-8637; BK 36) – Exhibit “D”</b></li><li>5. Settlement Statement and Loan Closing Documents - McCracken County, Kentucky and City of Paducah, Kentucky to Standard Insurances Company (KSR Legacy Investment Corp.) <b>ORD 2020-07-8642; BK 36</b></li><li>6. Contract Between the Kentucky Department of Libraries and Archives (KDLA) and the Paducah City Clerk’s Office – <b>MO #2334; BK 11</b></li><li>7. Declaration of Trust and Trust Participation Agreement For the Kentucky League of Cities Workers’ Compensation Trust – <b>MO #2354; BK 11</b></li><li>8. Trust Participation Agreement For the Kentucky League of Cities Insurance Services General Insurance Trust – <b>MO #2355; BK 11</b></li><li>9. Contract Between the Kentucky Department of Libraries and Archives (KDLA) and the Paducah Police Department – <b>MO #2358; BK 11</b></li></ol> |

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|      | 10. Contract For Services – West Kentucky Community & Technical College and PJC for operation of the Public and Governmental Access Channels –<br><b>MO #2360; BK 11</b>  |
| I(D) | A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR A COPS HIRING PROGRAM (CHP) GRANT AWARD IN AN AMOUNT OF \$375,000 FOR THE HIRING OF THREE NEW SCHOOL RESOURCE OFFICERS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.<br><b>(See August 11, 2020 Meeting Minutes for Adoption Information)</b> |

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

Adopted on call of the roll, yeas, Mayor Harless, Commissioners Abraham, McElroy, Watkins, and Wilson (5) **(See August 11, 2020 Meeting Minutes for Adoption Information)**

### **ORDINANCE INTRODUCTION**

#### **APPROVE A “CITY BLOCK” DEVELOPMENT AGREEMENT BETWEEN THE CITY AND WEYLAND VENTURES DEVELOPMENT, LLC**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A “CITY BLOCK” DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND WEYLAND VENTURES DEVELOPMENT, LLC, FOR DEVELOPMENT OF A BOUTIQUE HOTEL, PARKING, OPEN SPACE, AND MIXED-USE RESIDENTIAL BUILDING LOCATED AT THE CITY BLOCK BOUNDED BY SECOND STREET, BROADWAY, NORTH WATER STREET AND JEFFERSON STREET, DECLARING THE REAL PROPERTY TO BE SURPLUS PROPERTY, AUTHORIZING THE ASSOCIATED PROPERTY TRANSFER AND THE EXECUTION OF ALL DOCUMENTS RELATING TO SAME.” This Ordinance authorizes the Mayor to execute a Development Agreement with Weyland Ventures Development, LLC, for a City Block Boutique Hotel, Parking, Open Space, and Mixed-Use Residential Building located at the City Block bounded by Second Street, Broadway, North Water Street and Jefferson Street and authorizes the associated property transfer to Weyland Ventures Development.

#### ***CITY BLOCK DEVELOPMENT PRESENTATION***

***Public Information Officer, Pam Spencer, offered the following summary of the presentation:***

##### **“City Block Development Agreement (vote August 11)**

The Paducah Board of Commissioners introduced an ordinance to approve a development agreement between the City and Weyland Ventures Development, LLC for the City Block project. This project includes the development of a hotel, parking, open space, and mixed-use residential buildings located on the 2.88-acre city-owned block bounded by Second Street, Broadway, North Water Street, and

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Jefferson Street. Bill Weyland and Barry Alberts with Weyland Ventures provided an overview of the company and its various projects including several projects completed in Louisville, Kentucky, and Dayton, Ohio. Alberts stated that Weyland Ventures likes Paducah and would like to do more projects after investing \$21 million in the City Block project.

In April 2019, the City and Weyland entered into a pre-development agreement for each party to undertake various site due diligence for the project including numerous stakeholder meetings, market and financial analysis, project development and design, environmental review and geotechnical analysis, and parking analysis.

Under this development agreement, the project is divided into two construction phases. The city-owned block is divided into three tracts with Weyland purchasing the two smaller tracts (Tract 1 and Tract 3). The middle tract (Tract 2) is the largest which will remain under city ownership for parking and open space.

The first phase includes Weyland purchasing Tract 1 for \$141,000 for the construction of a 4 ½ story boutique hotel, with the final site plan showing 84 rooms, along Jefferson Street. Weyland will invest a minimum of \$12 million in the hotel. The City will review the design of the hotel to ensure the design fits the fabric of the historic downtown. Also, during this first phase, Weyland will provide improvements to Tract 2 (the middle tract) to create green space, open space, and parking with the final site plan depicting 172 parking spaces. At this time, this parking lot offers 213 spaces. The City will retain ownership of Tract 2 and will reimburse Weyland for the development expenses.

The second phase of this development is the construction of two mixed-use commercial and residential buildings along Broadway on Tract 3. Weyland will purchase Tract 3 for \$155,000 and will invest a minimum of \$9 million into this phase. Phase 2 could include approximately 18,000 square feet in commercial space with up to 48 upper-story residential units.”

### ***CITY BLOCK DEVELOPMENT PUBLIC COMMENTS***

Dujuan Thomas and George Bray offered comments opposing the project. Victoria Terra, Michael Terra, Mary Byrne, Ruth Baggett and Todd Blume offered comments supporting the project. Yvonne Gray had signed up to speak on the City Block Development, but was no longer logged into the virtual teleconference at the time of public comments.

### **MOTION TO TABLE**

### **TABLE “CITY BLOCK” DEVELOPMENT AGREEMENT BETWEEN THE CITY AND WEYLAND VENTURES DEVELOPMENT, LLC**

Commissioner Watkins offered motion, seconded by Commissioner Abraham, that the Board of Commissioners table the ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A “CITY BLOCK” DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND WEYLAND VENTURES DEVELOPMENT, LLC, FOR DEVELOPMENT OF A BOUTIQUE HOTEL, PARKING, OPEN SPACE, AND MIXED-USE RESIDENTIAL BUILDING LOCATED AT THE CITY BLOCK BOUNDED BY SECOND STREET, BROADWAY, NORTH WATER STREET AND JEFFERSON STREET, DECLARING THE REAL PROPERTY TO BE SURPLUS PROPERTY, AUTHORIZING THE ASSOCIATED PROPERTY TRANSFER AND THE EXECUTION OF ALL DOCUMENTS RELATING TO SAME.”

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Failed on call of the roll, yeas, Commissioners Abraham and Watkins (2) and Nays, Commissioner McElroy, Wilson and Mayor Harless (3).

At this point, Commissioner McElroy left the meeting.

**ORDINANCE(S) – ADOPTION**

**REZONING OF 5802 COMMERCE DRIVE**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 5802 COMMERCE DRIVE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO M-1 (LIGHT INDUSTRIAL ZONE)” This Ordinance is summarized as follows: Rezone property located at 5802 Commerce Drive, from R-1 (Low Density Residential) Zone to M-1 (Light Industrial) Zone classification, and amending the Paducah Zoning Ordinance to effect such rezoning.

Adopted on call of the roll, yeas, Mayor Harless, Commissioners Abraham, Watkins, and Wilson (4)  
**(See August 11, 2020 Meeting Minutes for Adoption Information)**

**CHANGE ORDER FOR THE JIM SMITH CONTRACTING, LLC, 2018-2019 RESURFACING PROGRAM**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE APPROVING CHANGE ORDER NO. 1 WITH JIM SMITH CONTRACTING COMPANY, LLC, IN ORDER TO EXTEND THE CONTRACT AND INCLUDE THE CONTRACT PRICING FOR PAVEMENT MARKINGS.” This Ordinance authorizes the Mayor to execute Change Order No. 1 with Jim Smith Contracting Company, LLC, to extend the Contract to December 31, 2020 and include contract pricing for Pavement Markings for the City of Paducah’s Resurfacing Program in accordance with the price list in the Change Order.”

Adopted on call of the roll, yeas, Mayor Harless, Commissioners Abraham, Watkins, and Wilson (4)  
**(See August 11, 2020 Meeting Minutes for Adoption Information)**

**APPROVE THE TRANSFER OF MUNICIPALLY OWNED PROPERTIES LOCATED THROUGHOUT PADUCAH TO THE JOINT SEWER AGENCY**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND APPROVING THE TRANSFER OF MUNICIPALLY OWNED REAL PROPERTIES LOCATED THROUGHOUT PADUCAH, MCCRACKEN COUNTY, KENTUCKY, TO THE PADUCAH-MCCRACKEN COUNTY JOINT SEWER AGENCY PURSUANT TO THE PROVISIONS OF CITY ORDINANCE NO. 98-8-5927 ESTABLISHING THE AGENCY WITHIN PADUCAH.” In this Ordinance the City of Paducah authorizes the transfer of City owned real properties located at various locations throughout McCracken County, Kentucky, to Paducah-McCracken County Joint Sewer Agency pursuant to the provisions of the City’s ordinance establishing the Agency. This Ordinance further authorizes the Mayor of Paducah, Kentucky, to execute and deliver a general warranty deed of conveyance of the real properties.

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Adopted on call of the roll, yeas, Mayor Harless, Commissioners Abraham, Watkins, and Wilson (4)  
(See August 11, 2020 Meeting Minutes for Adoption Information)

## **ORDINANCE – INTRODUCTIONS**

### **APPROVE FINANCING OF THE 2010B GENERAL OBLIGATION BOND FOR INTEREST SAVINGS**

Mayor Harless 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 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,945,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING THE SIZE OF THE BONDS BY UP TO \$295,000 OR DECREASING THE SIZE OF THE BONDS BY ANY AMOUNT) FOR THE PURPOSE OF REFUNDING THE OUTSTANDING CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010B MATURING ON OR AFTER JUNE 1, 2021, THE PROCEEDS OF WHICH WERE USED TO REFUND THE ORIGINAL COSTS OF FINANCING THE EXPANSION OF THE JULIAN CARROLL CONVENTION CENTER AND THE CONSTRUCTION OF THE FOUR RIVERS CENTER FOR THE PERFORMING ARTS; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BY AND AMONG THE CITY OF PADUCAH, KENTUCKY, THE COUNTY OF MCCRACKEN, KENTUCKY, THE PADUCAH CONVENTION AND VISITORS BUREAU, THE PADUCAH-MCCRACKEN COUNTY CONVENTION CENTER CORPORATION, AND THE MCCRACKEN COUNTY SPORTS TOURISM COMMISSION IN CONNECTION WITH THE ISSUANCE OF THE BONDS; APPROVING THE FORM OF THE BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF 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; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PLAN OF REFUNDING; AND REPEALING INCONSISTENT ORDINANCES.” This Ordinance authorizes the issuance of general obligation refunding bonds designated as Series 2020B in the approximate principal amount of \$2,945,000 (the “Bonds”) by the City of Paducah, Kentucky (the “City”). The Bonds are to be issued for the purpose of refunding the City’s outstanding General Obligation Refunding Bonds, Series 2010B (the “Prior Bonds”) maturing on or after June 1, 2021, the proceeds of which were used to refund the City’s General Obligation Bonds, Series of 2001 (Convention and Arts Center Projects), the proceeds of which were used to finance the costs of an expansion of the Julian Carroll Convention Center and to construct the Four Rivers Center for the Performing Arts (collectively, the “Project”). The Ordinance further authorizes the execution and delivery by the City of an Amended and Restated Interlocal Cooperation Agreement (the “Interlocal Amendment”) by and among the City, the County of McCracken, Kentucky (the “County”), the Paducah-McCracken County Convention Center Corporation (the “Corporation”), the Paducah Convention and Visitors Bureau (the “Bureau”), and the McCracken County Sports Tourism Commission (the “Sports Commission”). Pursuant to the Ordinance and the Interlocal Agreement, certain transient room taxes to be received from the Bureau and certain County payments will be pledged as additional security for the Bonds. Provisions are made in the Ordinance for the payment of the Bonds and the security therefor; for the

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application of the proceeds of the Bonds; for the establishment of a Bond Payment Fund; for the maintenance of the previously established sinking fund; for certain covenants of the City with respect to the Bonds and for the execution of such additional instruments as shall be necessary to accomplish the plan of refunding. 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 June 1 of each of the years 2021 through 2026. The Bonds pledge the full faith and credit 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 the Ordinance and the Interlocal Agreement. As required by KRS 83A.060, the following Section 7 of the Ordinance is set forth in its entirety:

“Section 7. General Obligation. The Bonds shall be full general obligations of the City and, for the payment of the 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. The 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 the years are certified, extended and collected. The 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, including amounts available under the Interlocal Agreement, 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.”

#### **APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF \$141,000 FOR PAXTON PARK GROUNDS EQUIPMENT**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING ORDINANCE NO. 2020-6-8641, ENTITLED, ‘AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended by the following re-appropriations: Transfer \$141,000 from the FY2021 Fleet Trust Fund Fund Balance to the Fleet Trust Fund.

#### **ADOPT AN AMENDMENT TO THE SIGN REGULATIONS, SEC. 126-76(m), TO ALLOW ELECTRONIC SIGNS IN THE MU AND 1-1 DISTRICTS**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING SECTION 126-76 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY, PERTAINING TO ELECTRONIC SIGNS IN THE MU AND A-1 DISTRICTS.” This Ordinance is summarized as follows: This ordinance accepts and adopts the recommendation of the Paducah Planning Commission to amend the Code of Ordinances of the City of Paducah, Kentucky, to allow electronic signs in MU and A-1 Zones under similar standards as the B-2 district with one additional standard proposed which prohibits changing of the message between the hours of 11:00 p.m. and 5:00 a.m., to prevent any flashing during sleep hours.

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**ADOPT AN AMENDMENT TO SEC. 126-176 OF THE ZONING CODE**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING SECTION 126-176 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY, TO PROVIDE FOR AN ALTERNATIVE REZONING APPROVAL PROCESS, RENAMING OF THE SECTION, EXPANDING NOTICE REQUIREMENTS, AND REORDERING AND RENUMBERING OF THE SECTION.” This Ordinance is summarized as follows: This ordinance accepts and adopts the recommendation of the Paducah Planning Commission to amend the Code of Ordinances of the City of Paducah, Kentucky, to allow for an alternative map amendment process to provide for added efficiencies. This amendment would allow for Planning Commission recommendations for map amendments to become final 21 days after the Planning Commission’s decision if there are no requests that the application be brought before the Board of Commissioners. Further, this ordinance cleans up certain language including the renaming of the section, organization of the section, and expanding the legal notice parameters and the amount of time given.

**APPROVE THE FIRST AMENDMENT AND EXTENSION TO RIGHT OF FIRST REFUSAL AGREEMENT WITH RIVERFRONT HOTEL LP**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A FIRST AMENDMENT AND EXTENSION TO RIGHT OF FIRST REFUSAL BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH RIVERFRONT HOTEL LP, WITH RESPECT TO A PUBLIC PROJECT; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT.” This Ordinance approves and authorizes the execution on behalf of the City a First Amendment and Extension to Right of First Refusal Agreement, dated November 4, 2015 between City and Paducah Riverfront Hotel, LP, the developer, as to the real estate owned by City and generally located at 501 North 3rd Street, Paducah, McCracken County, Kentucky. This First Amendment amends and extends the expiration date of the original agreement for two (2) more years and amends developer’s commitments under the Agreement to allow more flexibility in the type of full-service accommodations for transient travels and tourist to be developed on the real estate.

**ADJOURN**

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

Meeting ended at approximately 8:03 p.m.

ADOPTED: August 25, 2020

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

August 11, 2020

**Due to concerns related to technical difficulties at the meeting held on July 28, 2020, the City Commission chose to re-do that meeting in its entirety on August 11, 2020. Though it was determined that the July 28, 2020 meeting of the Board of Commissioners complied with Open Meetings laws and SB150, the City chose to re-do the July 28th meeting in an effort to go above and beyond to exemplify transparency. The August 11, 2020 meeting stands as the official and final record for the repeated agenda items.**

At a Regular Meeting of the Board of Commissioners, held on Tuesday, August 11, 2020, at 5:30 p.m., Mayor Brandi 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).

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243 and SB 150, all members of the Board of Commissioners participated using video teleconferencing. The public was invited to view the meeting on the government access channel Government 11 (Comcast channel 11). The City also streamed the meeting on Youtube for the public's convenience. Further, members of the public were invited to participate in the meeting to make public comments by joining the virtual teleconference.

**INVOCATION:**

Commissioner McElroy led the Invocation.

**PLEDGE OF ALLEGIANCE**

Commissioner Abraham led the pledge.

**MAYOR COMMENT:**

The Mayor explained why agenda items were being repeated from the July 28, 2020, meeting, and why the Commission went back to virtual meetings due to a rise in COVID-19 cases in McCracken County.

**CONSENT AGENDA**

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

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| I(A) | Approve Minutes for the July 14, 2020 Meetings of the Board of Commissioners of the City of Paducah   |
| I(B) | Personnel Actions   |
| I(C) | Receive & File Documents:<br><i>Minute File:</i><br>1. Petitions to Stop the Indoor Recreation and Aquatic Center<br><br><i>Deed File:</i><br>1. Deed of Conveyance – McCracken County, Kentucky and City of Paducah, Kentucky to Standard Insurances Company (KSR Legacy Investment Corp.)<br><b>(ORD 2020-07-8642; BK 36)</b> |

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|      | <p><u>Contract File:</u></p> <ol style="list-style-type: none"><li>1. Amendment To and Assumption of Lease Agreement – McCracken County and City of Paducah and KSR Legacy Investment Corp. (<b>ORD 2020-05-8637; BK 36 – Exhibit “A”</b>)</li><li>2. Memorandum of Lease and Memorandum of Assignment and Assumption – Genova Products, Inc. to KSR Legacy Investment Corp, et al – <b>ORD 2020-05-8637; BK 36) Exhibit “B”</b></li><li>3. Assignment and Loan Assumption Agreement – Genova Products, KSR Legacy Investment Corp., McCracken County, Kentucky and Paducah, Kentucky – <b>(ORD 2020-05-8637; BK 36) Exhibit “C”</b></li><li>4. Security Agreement – KSR Legacy Investment Corp., McCracken County, Kentucky, and City of Paducah, Kentucky – <b>(ORD 2020-05-8637; BK 36) – Exhibit “D”</b></li><li>5. Settlement Statement and Loan Closing Documents - McCracken County, Kentucky and City of Paducah, Kentucky to Standard Insurances Company (KSR Legacy Investment Corp.) <b>ORD 2020-07-8642; BK 36</b></li><li>6. Contract Between the Kentucky Department of Libraries and Archives (KDLA) and the Paducah City Clerk’s Office – <b>MO #2334; BK 11</b></li><li>7. Declaration of Trust and Trust Participation Agreement For the Kentucky League of Cities Workers’ Compensation Trust – <b>MO #2354; BK 11</b></li><li>8. Trust Participation Agreement For the Kentucky League of Cities Insurance Services General Insurance Trust – <b>MO #2355; BK 11</b></li><li>9. Contract Between the Kentucky Department of Libraries and Archives (KDLA) and the Paducah Police Department – <b>MO #2358; BK 11</b></li><li>10. Contract For Services – West Kentucky Community &amp; Technical College and PJC for operation of the Public and Governmental Access Channels – <b>MO #2360; BK 11</b></li></ol> |
| I(D) | <p>A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR A COPS HIRING PROGRAM (CHP) GRANT AWARD IN AN AMOUNT OF \$375,000 FOR THE HIRING OF THREE NEW SCHOOL RESOURCE OFFICERS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.<br/><b>(MO #2369; BK 11)</b></p>   |

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

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

**DISCUSSION**

**WELLNESS CENTER DUE DILIGENCE PROPOSAL DISCUSSION**

Commissioner Abraham led a discussion on the need to due a clean pause on the Lose Agreement Suspension without spending further money on the project.

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Commissioner Abraham inadvertently read an incorrect motion: “A proposed motion of the Board of Commissioners to adopt a Municipal Order entitled, “A MUNICIPAL ORDER DIRECTING THE CITY MANAGER TO CONTINUE THE SUSPENSION OF THE AGREEMENT WITH LOSE & ASSOCIATES, INC., FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR AN INDOOR RECREATION AND AQUATICS FACILITY UNTIL JANUARY OF 2021.”

When the error was discovered, the Board agreed that it was a mistake. Commissioner Abraham corrected the error by offering motion, seconded by Wilson, to withdraw the mistaken motion. Motion was withdrawn on a call of the roll, yeas, Mayor Harless Commissioners Abraham, McElroy, Watkins, and Wilson (5)

### **RESCIND AMENDMENT TO MUNICIPAL ORDER FOR LOSE & ASSOCIATES**

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners rescind the amendment to the Municipal Order entitled, “A MUNICIPAL ORDER DIRECTING THE CITY MANAGER TO CONTINUE THE SUSPENSION OF THE AGREEMENT WITH LOSE & ASSOCIATES, INC. FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR AN INDOOR RECREATION AND AQUATICS FACILITY UNTIL JANUARY OF 2021 AND FURTHER DIRECTING THE CITY MANAGER TO CONTINUE DUE DILIGENCE RELATED TO THE PROJECT,” as adopted at the last Commission Meeting so that the Commission may vote on the original Municipal Order to continue the Suspension of the Lose & Associates, Inc. Agreement without additional due diligence wording.

Failed on call of the roll, nays, Commissioner McElroy, Wilson, and Mayor Harless (3). Yeas, Commissioner Abraham and Watkins (2).

### **MUNICIPAL ORDER**

#### **ADOPT MUNICIPAL ORDER AS AMENDED FOR LOSE AGREEMENT SUSPENSION AND FURTHER DUE DILIGENCE**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners to adopt a Municipal Order entitled, “A MUNICIPAL ORDER DIRECTING THE CITY MANAGER TO CONTINUE THE SUSPENSION OF THE AGREEMENT WITH LOSE & ASSOCIATES, INC. FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR AN INDOOR RECREATION AND AQUATICS FACILITY UNTIL JANUARY OF 2021 AND FURTHER DIRECTING THE CITY MANAGER TO CONTINUE DUE DILIGENCE RELATED TO THE PROJECT,” as amended on July 14, 2020.

Adopted on call of the roll, yeas, Commissioners McElroy, Wilson and Mayor Harless (3), nays Commissioners Abraham and Watkins (2) (**MO #2370; BK 11**)

### **ORDINANCE(S) – ADOPTION**

#### **REZONING OF 5802 COMMERCE DRIVE**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE APPROVING THE FINAL REPORT OF THE

August 11, 2020

PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 5802 COMMERCE DRIVE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO M-1 (LIGHT INDUSTRIAL ZONE)” This Ordinance is summarized as follows: Rezone property located at 5802 Commerce Drive, from R-1 (Low Density Residential) Zone to M-1 (Light Industrial) Zone classification, and amending the Paducah Zoning Ordinance to effect such rezoning.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) (**ORD 2020-07-8643; BK 36**)

### **CHANGE ORDER FOR THE JIM SMITH CONTRACTING, LLC, 2018-2019 RESURFACING PROGRAM**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE APPROVING CHANGE ORDER NO. 1 WITH JIM SMITH CONTRACTING COMPANY, LLC, IN ORDER TO EXTEND THE CONTRACT AND INCLUDE THE CONTRACT PRICING FOR PAVEMENT MARKINGS.” This Ordinance authorizes the Mayor to execute Change Order No. 1 with Jim Smith Contracting Company, LLC, to extend the Contract to December 31, 2020 and include contract pricing for Pavement Markings for the City of Paducah’s Resurfacing Program in accordance with the price list in the Change Order.”

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) (**ORD 2020-07-8644; BK 36**)

### **APPROVE THE TRANSFER OF MUNICIPALLY OWNED PROPERTIES LOCATED THROUGHOUT PADUCAH TO THE JOINT SEWER AGENCY**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND APPROVING THE TRANSFER OF MUNICIPALLY OWNED REAL PROPERTIES LOCATED THROUGHOUT PADUCAH, MCCRACKEN COUNTY, KENTUCKY, TO THE PADUCAH-MCCRACKEN COUNTY JOINT SEWER AGENCY PURSUANT TO THE PROVISIONS OF CITY ORDINANCE NO. 98-8-5927 ESTABLISHING THE AGENCY WITHIN PADUCAH.” In this Ordinance the City of Paducah authorizes the transfer of City owned real properties located at various locations throughout McCracken County, Kentucky, to Paducah-McCracken County Joint Sewer Agency pursuant to the provisions of the City’s ordinance establishing the Agency. This Ordinance further authorizes the Mayor of Paducah, Kentucky, to execute and deliver a general warranty deed of conveyance of the real properties.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) (**ORD 2020-07-8645; BK 36**)

### **ORDINANCE – INTRODUCTIONS**

### **APPROVE FINANCING OF THE 2010B GENERAL OBLIGATION BOND FOR INTEREST SAVINGS**

Mayor Harless offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY

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AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,945,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING THE SIZE OF THE BONDS BY UP TO \$295,000 OR DECREASING THE SIZE OF THE BONDS BY ANY AMOUNT) FOR THE PURPOSE OF REFUNDING THE OUTSTANDING CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010B MATURING ON OR AFTER JUNE 1, 2021, THE PROCEEDS OF WHICH WERE USED TO REFUND THE ORIGINAL COSTS OF FINANCING THE EXPANSION OF THE JULIAN CARROLL CONVENTION CENTER AND THE CONSTRUCTION OF THE FOUR RIVERS CENTER FOR THE PERFORMING ARTS; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BY AND AMONG THE CITY OF PADUCAH, KENTUCKY, THE COUNTY OF MCCRACKEN, KENTUCKY, THE PADUCAH CONVENTION AND VISITORS BUREAU, THE PADUCAH-MCCRACKEN COUNTY CONVENTION CENTER CORPORATION, AND THE MCCRACKEN COUNTY SPORTS TOURISM COMMISSION IN CONNECTION WITH THE ISSUANCE OF THE BONDS; APPROVING THE FORM OF THE BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF 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; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PLAN OF REFUNDING; AND REPEALING INCONSISTENT ORDINANCES.” This Ordinance authorizes the issuance of general obligation refunding bonds designated as Series 2020B in the approximate principal amount of \$2,945,000 (the “Bonds”) by the City of Paducah, Kentucky (the “City”). The Bonds are to be issued for the purpose of refunding the City’s outstanding General Obligation Refunding Bonds, Series 2010B (the “Prior Bonds”) maturing on or after June 1, 2021, the proceeds of which were used to refund the City’s General Obligation Bonds, Series of 2001 (Convention and Arts Center Projects), the proceeds of which were used to finance the costs of an expansion of the Julian Carroll Convention Center and to construct the Four Rivers Center for the Performing Arts (collectively, the “Project”). The Ordinance further authorizes the execution and delivery by the City of an Amended and Restated Interlocal Cooperation Agreement (the “Interlocal Amendment”) by and among the City, the County of McCracken, Kentucky (the “County”), the Paducah-McCracken County Convention Center Corporation (the “Corporation”), the Paducah Convention and Visitors Bureau (the “Bureau”), and the McCracken County Sports Tourism Commission (the “Sports Commission”). Pursuant to the Ordinance and the Interlocal Agreement, certain transient room taxes to be received from the Bureau and certain County payments will be pledged as additional security for the Bonds. Provisions are made in the Ordinance for the payment of the Bonds 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; for certain covenants of the City with respect to the Bonds and for the execution of such additional instruments as shall be necessary to accomplish the plan of refunding. 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 June 1 of each of the years 2021 through 2026. The Bonds pledge the full faith and credit 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 the Ordinance and the Interlocal Agreement. As required by KRS 83A.060, the following Section 7 of the Ordinance is set forth in its entirety:

“Section 7. General Obligation. The Bonds shall be full general obligations of the City and, for the payment of the Bonds, and the interest thereon, the full faith, credit, and taxing power of the City

August 11, 2020

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. The 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 the years are certified, extended and collected. The 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, including amounts available under the Interlocal Agreement, 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.”

**APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF \$141,000 FOR PAXTON PARK GROUNDS EQUIPMENT**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING ORDINANCE NO. 2020-6-8641, ENTITLED, ‘AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended by the following re-appropriations: Transfer \$141,000 from the FY2021 Fleet Trust Fund Fund Balance to the Fleet Trust Fund.

**ADOPT AN AMENDMENT TO THE SIGN REGULATIONS, SEC. 126-76(m), TO ALLOW ELECTRONIC SIGNS IN THE MU AND 1-1 DISTRICTS**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING SECTION 126-76 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY, PERTAINING TO ELECTRONIC SIGNS IN THE MU AND A-1 DISTRICTS.” This Ordinance is summarized as follows: This ordinance accepts and adopts the recommendation of the Paducah Planning Commission to amend the Code of Ordinances of the City of Paducah, Kentucky, to allow electronic signs in MU and A-1 Zones under similar standards as the B-2 district with one additional standard proposed which prohibits changing of the message between the hours of 11:00 p.m. and 5:00 a.m., to prevent any flashing during sleep hours.

**ADOPT AN AMENDMENT TO SEC. 126-176 OF THE ZONING CODE**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING SECTION 126-176 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY, TO PROVIDE FOR AN ALTERNATIVE REZONING APPROVAL PROCESS, RENAMING OF THE SECTION, EXPANDING NOTICE REQUIREMENTS, AND REORDERING AND RENUMBERING OF THE SECTION.” This Ordinance is summarized as follows: This ordinance accepts and adopts the recommendation of the Paducah Planning Commission to amend the Code of Ordinances of the City of Paducah, Kentucky, to allow for an alternative map amendment process to provide for added efficiencies. This amendment would allow for Planning Commission recommendations for map

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amendments to become final 21 days after the Planning Commission's decision if there are no requests that the application be brought before the Board of Commissioners. Further, this ordinance cleans up certain language including the renaming of the section, organization of the section, and expanding the legal notice parameters and the amount of time given.

**APPROVE A "CITY BLOCK" DEVELOPMENT AGREEMENT BETWEEN THE CITY AND WEYLAND VENTURES DEVELOPMENT, LLC**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled: "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A "CITY BLOCK" DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND WEYLAND VENTURES DEVELOPMENT, LLC, FOR DEVELOPMENT OF A BOUTIQUE HOTEL, PARKING, OPEN SPACE, AND MIXED-USE RESIDENTIAL BUILDING LOCATED AT THE CITY BLOCK BOUNDED BY SECOND STREET, BROADWAY, NORTH WATER STREET AND JEFFERSON STREET, DECLARING THE REAL PROPERTY TO BE SURPLUS PROPERTY, AUTHORIZING THE ASSOCIATED PROPERTY TRANSFER AND THE EXECUTION OF ALL DOCUMENTS RELATING TO SAME." This Ordinance authorizes the Mayor to execute a Development Agreement with Weyland Ventures Development, LLC, for a City Block Boutique Hotel, Parking, Open Space, and Mixed-Use Residential Building located at the City Block bounded by Second Street, Broadway, North Water Street and Jefferson Street and authorizes the associated property transfer to Weyland Ventures Development.

**AMEND CITY BLOCK DEVELOPMENT AGREEMENT**

Mayor Harless offered motion, seconded by Wilson, that the Board of Commissioners amend the Ordinance related to the City Block Development Agreement between the City and Weyland Ventures Development to change the wording in Section 5.4 Reimbursement of Remediation Costs to state, "Should the Developer be required to perform any remediation work on the Development Site, the City shall reimburse the Developer the actual costs of the remediation as provided under Article VI of this Agreement, up to the equivalent of the purchase price of Tracts 1 and 3. Should the cost of additional remediation exceed this amount, the City and the Developer shall work collaboratively to identify additional sources of funds to be used for remediation. However, should the additional cost of remediation exceed such available funds, the Developer shall not be bound to the conveyance of the property."

Amended on call of the roll, yeas, Commissioners McElroy, Watkins, Wilson and Mayor Harless (4), nays, Commissioners Abraham. (1)

**APPROVE THE FIRST AMENDMENT AND EXTENSION TO RIGHT OF FIRST REFUSAL AGREEMENT WITH RIVERFRONT HOTEL LP**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled: "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A FIRST AMENDMENT AND EXTENSION TO RIGHT OF FIRST REFUSAL BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH RIVERFRONT HOTEL LP, WITH RESPECT TO A PUBLIC PROJECT; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT." This Ordinance approves and authorizes the execution on behalf of the City a First Amendment and Extension to Right of First Refusal Agreement, dated November 4, 2015 between City and Paducah Riverfront Hotel, LP, the developer, as to the real estate owned by City and generally

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located at 501 North 3rd Street, Paducah, McCracken County, Kentucky. This First Amendment amends and extends the expiration date of the original agreement for two (2) more years and amends developer's commitments under the Agreement to allow more flexibility in the type of full-service accommodations for transient travels and tourist to be developed on the real estate.

**PUBLIC COMMENTS**

- Mike Martin – supports the City Block project
- Yvonne Gray – supports the City Block project but not the design of the project
- Terry Lundberg – supports the City Block project but not the design of the buildings. Feels the community is emotionally attached to that parking lot. Thanked the Commission for their hard work and for shouldering the negativity associated with the project
- Michael Terra – supports the City Block project. Thanked the Commission for their hard work. Impressed with Weyland (mature and successful company). Encourages moving forward with the \$21 million project
- Mary Byrne – Supports both the City Block Project and the Wellness Center
- Victoria Terra – Loves both the idea of the Wellness Center and the City Block project. She is a member of the Art Guild of Paducah and is a local gallery owner in LowerTown. Believes the City needs more motel space to draw conventions.

**ADJOURN**

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

Meeting ended at approximately 7:29 p.m.

ADOPTED: August 25, 2020

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

August 12, 2020

At a Called Meeting of the Board of Commissioners, held on Wednesday, August 12, 2020, at 5:30 p.m., Mayor Brandi Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Wilson and Mayor Harless (4). Commissioner Watkins was unable to attend the meeting.

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243 and SB 150, all members of the Board of Commissioners participated using video and/or audio teleconferencing. The public was invited to view the meeting on the government access channel Government 11 (Comcast channel 11). The meeting was also streamed on the City's Youtube channel for the public's convenience. Further, members of the public were invited to participate in the meeting to make public comments by joining the virtual teleconference.

**INVOCATION:**

Commissioner McElroy led the Invocation.

**PLEDGE OF ALLEGIANCE**

Commissioner Abraham led the pledge.

**DELETIONS:**

The Presentation by Sharon Poat regarding a Midtown Alliance of Neighbors update was deleted from the agenda.

**CONSENT AGENDA**

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

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| I(A) | <p>Receive &amp; File Documents</p> <p><u>Minute File:</u></p> <ol style="list-style-type: none"><li>1. Kentucky Department of Workers' Claims Drug-Free Workplace Renewal Affidavit</li></ol> <p><u>Deed File:</u></p> <ol style="list-style-type: none"><li>1. Commissioner's Deed – 416 North 13<sup>th</sup> Street, Paducah, KY</li><li>2. Deed of Conveyance – Paducah-McCracken County Industrial Development Authority and City of Paducah For the Use and Benefit of the Commissioners of Waterworks – <b>MO #2364</b></li></ol> <p><u>Contract File:</u></p> <ol style="list-style-type: none"><li>1. Contract with DRMS – Felony Record Scanning and Digitizing Project – Paducah Police Department – <b>MO #2330</b></li><li>2. Contract with Doc Scan of Western Kentucky – Paducah City Clerk's Office – <b>MO #2334</b></li><li>3. 2020-2021 Kentucky Pride Fund Household Hazardous Waste Management Grant Agreement – <b>MO #2357</b></li><li>4. Memorandum of Understanding – Paducah Creative Entrepreneurship Consultant, Jennifer Reis – CM Signed – <b>SEE MO #2359</b></li></ol> |
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August 12, 2020

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|      | <p>5. Change Order to Agreement with Jim Smith Contracting, Inc., LLC for the 2018-2019 Resurfacing Program to Include Contract Pricing for Pavement Markers<br/><b>(ORD 2020-07-8644)</b></p> <p><u>Financials File:</u></p> <p>1. Paducah Water Works – June, 2020</p>   |
| I(B) | Personnel Actions  |
| I(C) | A MUNICIPAL ORDER APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE MCCRACKEN COUNTY FISCAL COURT FOR THE ADMINISTRATION OF A 2020-2021 KENTUCKY HOUSEHOLD HAZARDOUS WASTE GRANT AWARD AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT <b>(MO #2371; BK 11)</b>   |
| I(D) | A MUNICIPAL ORDER AMENDING MUNICIPAL ORDER NO. 2340 ENTITLED, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY FOR AN FY2020 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT THROUGH THE U.S. DEPARTMENT OF JUSTICE IN THE AMOUNT OF \$13,094.65, TO BE USED BY THE PADUCAH POLICE DEPARTMENT FOR THE PURCHASE FIVE (5) HAND-HELD RADIOS,” TO CHANGE THE APPLICATION AMOUNT TO \$11,316 AND THE NUMBER OF PROPOSED HAND-HELD RADIOS TO FOUR (4) AND AUTHORIZING THE ACCEPTANCE OF ALL GRANT FUNDS AWARDED <b>(MO #2372; BK 11)</b> |

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

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Wilson and Mayor Harless (4)

### **ORDINANCE ADOPTIONS**

#### **APPROVE FINANCING OF THE 2010B GENERAL OBLIGATION BOND FOR INTEREST SAVINGS**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,945,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING THE SIZE OF THE BONDS BY UP TO \$295,000 OR DECREASING THE SIZE OF THE BONDS BY ANY AMOUNT) FOR THE PURPOSE OF REFUNDING THE OUTSTANDING CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010B MATURING ON OR AFTER JUNE 1, 2021, THE PROCEEDS OF WHICH WERE USED TO REFUND THE ORIGINAL COSTS OF FINANCING THE EXPANSION OF THE JULIAN CARROLL CONVENTION CENTER AND THE CONSTRUCTION OF THE FOUR RIVERS CENTER FOR THE PERFORMING ARTS; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BY AND AMONG THE CITY

August 12, 2020

OF PADUCAH, KENTUCKY, THE COUNTY OF MCCRACKEN, KENTUCKY, THE PADUCAH CONVENTION AND VISITORS BUREAU, THE PADUCAH-MCCRACKEN COUNTY CONVENTION CENTER CORPORATION, AND THE MCCRACKEN COUNTY SPORTS TOURISM COMMISSION IN CONNECTION WITH THE ISSUANCE OF THE BONDS; APPROVING THE FORM OF THE BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF 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; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PLAN OF REFUNDING; AND REPEALING INCONSISTENT ORDINANCES.” This Ordinance authorizes the issuance of general obligation refunding bonds designated as Series 2020B in the approximate principal amount of \$2,945,000 (the “Bonds”) by the City of Paducah, Kentucky (the “City”). The Bonds are to be issued for the purpose of refunding the City’s outstanding General Obligation Refunding Bonds, Series 2010B (the “Prior Bonds”) maturing on or after June 1, 2021, the proceeds of which were used to refund the City’s General Obligation Bonds, Series of 2001 (Convention and Arts Center Projects), the proceeds of which were used to finance the costs of an expansion of the Julian Carroll Convention Center and to construct the Four Rivers Center for the Performing Arts (collectively, the “Project”). The Ordinance further authorizes the execution and delivery by the City of an Amended and Restated Interlocal Cooperation Agreement (the “Interlocal Amendment”) by and among the City, the County of McCracken, Kentucky (the “County”), the Paducah-McCracken County Convention Center Corporation (the “Corporation”), the Paducah Convention and Visitors Bureau (the “Bureau”), and the McCracken County Sports Tourism Commission (the “Sports Commission”). Pursuant to the Ordinance and the Interlocal Agreement, certain transient room taxes to be received from the Bureau and certain County payments will be pledged as additional security for the Bonds. Provisions are made in the Ordinance for the payment of the Bonds 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; for certain covenants of the City with respect to the Bonds and for the execution of such additional instruments as shall be necessary to accomplish the plan of refunding. 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 June 1 of each of the years 2021 through 2026. The Bonds pledge the full faith and credit 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 the Ordinance and the Interlocal Agreement. As required by KRS 83A.060, the following Section 7 of the Ordinance is set forth in its entirety:

“Section 7. General Obligation. The Bonds shall be full general obligations of the City and, for the payment of the 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. The 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 the years are certified, extended and collected. The 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, including amounts available under the Interlocal Agreement, and are

August 12, 2020

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.”

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Wilson and Mayor Harless, (4).  
**(ORD 2020-08-8646; BK 36)**

**APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF \$141,000 FOR PAXTON PARK GROUNDS EQUIPMENT**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE AMENDING ORDINANCE NO. 2020-6-8641, ENTITLED, ‘AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended by the following re-appropriations: Transfer \$141,000 from the FY2020 Fleet Trust Fund Fund Balance to the Fleet Trust Fund.

Adopted on call of the roll, yeas, Mayor Harless, Commissioners Abraham, McElroy, and Wilson (4).  
**(ORD 2020-08-8647; BK 36)**

**ADOPT AN AMENDMENT TO THE SIGN REGULATIONS, SEC. 126-76(m), TO ALLOW ELECTRONIC SIGNS IN THE MU AND 1-1 DISTRICTS**

Mayor Harless offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE AMENDING SECTION 126-76 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY, PERTAINING TO ELECTRONIC SIGNS IN THE MU AND A-1 DISTRICTS.” This Ordinance is summarized as follows: This ordinance accepts and adopts the recommendation of the Paducah Planning Commission to amend the Code of Ordinances of the City of Paducah, Kentucky, to allow electronic signs in MU and A-1 Zones under similar standards as the B-2 district with one additional standard proposed which prohibits changing of the message between the hours of 11:00 p.m. and 5:00 a.m., to prevent any flashing during sleep hours.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Wilson and Mayor Harless, (4)  
**(ORD 2020-08-8648; BK 36)**

**ADOPT AN AMENDMENT TO SEC. 126-176 OF THE ZONING CODE**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled: “AN ORDINANCE AMENDING SECTION 126-176 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY, TO PROVIDE FOR AN ALTERNATIVE REZONING APPROVAL PROCESS, RENAMING OF THE SECTION, EXPANDING NOTICE REQUIREMENTS, AND REORDERING AND RENUMBERING OF THE SECTION.” This Ordinance is summarized as follows: This ordinance accepts and adopts the recommendation of the Paducah Planning Commission to amend the Code of Ordinances of the City of

August 12, 2020

Paducah, Kentucky, to allow for an alternative map amendment process to provide for added efficiencies. This amendment would allow for Planning Commission recommendations for map amendments to become final 21 days after the Planning Commission's decision if there are no requests that the application be brought before the Board of Commissioners. Further, this ordinance cleans up certain language including the renaming of the section, organization of the section, and expanding the legal notice parameters and the amount of time given.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Wilson and Mayor Harless, (4).  
**(ORD 2020-08-8649; BK 36)**

### **APPROVE A "CITY BLOCK" DEVELOPMENT AGREEMENT BETWEEN THE CITY AND WEYLAND VENTURES DEVELOPMENT, LLC**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A "CITY BLOCK" DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND WEYLAND VENTURES DEVELOPMENT, LLC, FOR DEVELOPMENT OF A BOUTIQUE HOTEL, PARKING, OPEN SPACE, AND MIXED-USE RESIDENTIAL BUILDING LOCATED AT THE CITY BLOCK BOUNDED BY SECOND STREET, BROADWAY, NORTH WATER STREET AND JEFFERSON STREET, DECLARING THE REAL PROPERTY TO BE SURPLUS PROPERTY, AUTHORIZING THE ASSOCIATED PROPERTY TRANSFER AND THE EXECUTION OF ALL DOCUMENTS RELATING TO SAME." This Ordinance authorizes the Mayor to execute a Development Agreement with Weyland Ventures Development, LLC, (as amended by motion and vote of the Board of Commissioners on August 11, 2020) for a City Block Boutique Hotel, Parking, Open Space, and Mixed-Use Residential Building located at the City Block bounded by Second Street, Broadway, North Water Street and Jefferson Street and authorizes the associated property transfer to Weyland Ventures Development.

#### **Call the Question:**

After a lengthy discussion, Mayor Harless offered motion, seconded by Commissioner Wilson, to call the question.

Question was called on call of the roll, yeas, Commissioners McElroy, Wilson and Mayor Harless (3), Nays, Commissioner Abraham (1)

#### **Roll call on Ordinance to adopt the City Block Development Agreement:**

Adopted on call of the roll, yeas, Commissioners McElroy, Wilson and Mayor Harless (3) Nays, Commissioner Abraham (1) **(ORD 2020-08-8650; BK 36)**

### **APPROVE THE FIRST AMENDMENT AND EXTENSION TO RIGHT OF FIRST REFUSAL AGREEMENT WITH RIVERFRONT HOTEL LP**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled: "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A FIRST AMENDMENT AND EXTENSION TO RIGHT OF FIRST REFUSAL BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH RIVERFRONT HOTEL LP, WITH RESPECT TO A PUBLIC PROJECT; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT." This Ordinance approves and authorizes the execution on behalf of the City a First Amendment and Extension to Right of First Refusal Agreement, dated November 4, 2015 between

August 12, 2020

City and Paducah Riverfront Hotel, LP, the developer, as to the real estate owned by City and generally located at 501 North 3rd Street, Paducah, McCracken County, Kentucky. This First Amendment amends and extends the expiration date of the original agreement for two (2) more years and amends developer's commitments under the Agreement to allow more flexibility in the type of full-service accommodations for transient travels and tourist to be developed on the real estate.

Adopted on call of the roll, yeas, Commissioners McElroy, Wilson and Mayor Harless (3) Nays, Commissioner Abraham (1) (**ORD 2020-08-8651; BK 36**)

### **ORDINANCE INTRODUCTION**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 401 WALTER JETTON BOULEVARD FROM R-3 (MEDIUM DENSITY RESIDENTIAL ZONE) TO B-3 (GENERAL BUSINESS ZONE)." This Ordinance is summarized as follows: Rezone property located at 401 Walter Jetton Boulevard, from R-3 (Medium Density Residential) Zone to B-3 (General Business) Zone classification, and amending the Paducah Zoning Ordinance to affect such rezoning.

### **COMMENTS BY CITY MANAGER**

Bob Leeper Bridge is being set tonight.

### **COMMENTS BY COMMISSIONER**

Commissioner McElroy - the music playground has been installed in Noble Park. Expressed her gratitude to all Garden Club members who made this project successful. A ribbon cutting is being planned.

Mayor Harless stated that she will be reaching out to members of the Commission to get their input on returning to in-person meetings. What precautions they want to take, and when they might consider returning to virtual meetings if the need arises. She feels that a set policy will make the process more transparent to the media and the citizens of Paducah.

Commissioner Abraham commented on the City Block ordinance discussion.

### **PUBLIC COMMENTS**

- Chris Hill – Thanked Commission for their service and commented that he supports the City Block development.
- George Bray – Made comments related to the City Block development.

### **ADJOURN**

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

Meeting ended at approximately 6:41

August 12, 2020

ADOPTED: August 25, 2020

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

August 25, 2020

Minutes File:

1. Notice of Regular Meeting of the Board of Commissioners of the City of Paducah – August 11, 2020 ((Virtual Meeting)
2. Notice of Called Meeting of the Board of Commissioners of the City of Paducah – August 12, 2020

Deed File:

1. Deed of Conveyance – City of Paducah to Paducah-McCracken County Joint Sewer Agency – **ORD 2020-08-8645**
2. Deed of Conveyance – City of Paducah to Dr. Velma J. Dennis – 2706 Ohio Street – **MO #2323**
3. Deed of Conveyance – Ronnie W. Adams and wife, Deborah Adams to the City of Paducah – 2011 Guthrie Avenue – **MO #2361**

Contract File:

1. Professional Services Agreement – Between Marcum Engineering and City of Paducah – JPEC Building Assessment – CM Signed
2. Interlocal Agreement – Kentucky Division of Waste Management Hazardous Household Waste (HHW) Grant Award – **MO #2371**

Financials File:

1. Paducah-McCracken County Convention Center Corporation, Inc. - Auditor's Report and Financial Statements – FY ended June 30, 2018 and 2017

CITY OF PADUCAH  
August 25, 2020

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

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

8/19/20  
\_\_\_\_\_  
Date

CITY OF PADUCAH  
PERSONNEL ACTIONS  
August 26, 2020

NEW HIRES - FULL-TIME (F/T)

| <u>PUBLIC WORKS</u> | <u>POSITION</u>    | <u>RATE</u> | <u>NCS/CS</u> | <u>FLSA</u> | <u>EFFECTIVE DATE</u> |
|---------------------|--------------------|-------------|---------------|-------------|-----------------------|
| Knight, Jesse R     | Equipment Operator | \$19.78/hr  | NCS           | Non-Ex      | August 27, 2020       |

TERMINATIONS - FULL-TIME (F/T)

| <u>PUBLIC WORKS</u>           | <u>POSITION</u>   | <u>REASON</u> | <u>EFFECTIVE DATE</u> |
|-------------------------------|-------------------|---------------|-----------------------|
| Lynn, Rex                     | Fleet Mechanic II | Termination   | August 18, 2020       |
| <u>PARKS &amp; RECREATION</u> |                   |               |                       |
| Hayes, Luther                 | Cemetery Sexton   | Retirement    | September 1, 2020     |

TERMINATIONS - PART-TIME (P/T)

| <u>PLANNING</u>   | <u>POSITION</u>                 | <u>REASON</u> | <u>EFFECTIVE DATE</u> |
|-------------------|---------------------------------|---------------|-----------------------|
| Chandler, Melissa | TEMP - Administrative Assistant | Termination   | August 26, 2020       |

# Agenda Action Form Paducah City Commission

Meeting Date: August 25, 2020

Short Title: Accept Donation of Property - 612 S. 21st Street - **G CHERRY**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: Gary E. McDowell would like to donate 612 S. 21st Street to the City of Paducah. This will benefit the City to receive this property versus foreclosure expenses. This property will be turned over to Planning for future re-development.

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

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

Funds Available:   Account Name:  
                                  Account Number:

Staff Recommendation: Authorize Mayor Harless to sign the deed transferring 612 S. 21st Street to the City of Paducah.

Attachments:

1.    prop donated – 612 S 21st

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

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL  
PROPERTY LOCATED AT 612 SOUTH 21<sup>ST</sup> STREET FROM GARY E. MCDOWELL TO  
THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED  
CONSIDERATION CERTIFICATE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby approves and consents to the  
donation of the property located at 612 South 21<sup>st</sup> Street from Gary E. McDowell.

SECTION 2. The Mayor is hereby authorized to execute the Consideration  
Certificate in the Deed of Conveyance to accept the donation of property as approved in Section  
1 above. It is determined that it is necessary and desirable and in the best interest of the City to  
accept this donation and execute the Consideration Certificate contained in said Deed of  
Conveyance, which deed of conveyance and consideration certificate are hereby authorized and  
approved.

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

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

ATTEST:

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

Adopted by the Board of Commissioners, August 25, 2020  
Recorded by Lindsay Parish, City Clerk, August 25, 2020  
\\mo\prop donated – 612 S 21<sup>st</sup>

# Agenda Action Form

## Paducah City Commission

Meeting Date: August 25, 2020

**Short Title:** Application for CARES Act Funding for COVID-19 Relief through the Department of Local Government in the amount of \$1,786,875 - **T WILSON**

**Category:** Municipal Order

Staff Work By: Ty Wilson, Melanie Townsend

Presentation By: Ty Wilson

**Background Information:** The Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act) established the Coronavirus Relief Fund and appropriated \$150 billion to the fund. Under the CARES Act, the fund is to be used to make payments for specified uses to States and certain local governments. Governor Beshear is apportioning \$300 million of the state's Coronavirus Relief Fund allocation for local government reimbursements. The maximum amount that the City of Paducah could receive is \$1,786,875.

Cities can seek compensation of COVID-related costs such as the purchase of personal protective equipment (PPE) and other medical and protective supplies, costs of COVID-19 testing, emergency medical response expenses, amounts spent on communication and enforcement of public health orders, costs of disinfecting public areas, and payroll expenses for public safety and health employees who have been dedicated to responding to the pandemic.

The City desires to apply for reimbursements for the salaries of Police officers and firefighters beginning March 1 for the entire allotment. This a reimbursement which is for assumed COVID related expenses associated with the duties carried out by police and fire. These funds will be directed back to the General Fund (G/F). These funds are not for a future 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:  
Account Number:

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

**Attachments:**

1. Municipal Order
2. Letter from KLC
3. 0630-Coronavirus-Relief-Fund-Guidance
4. Coronavirus-Relief-Fund-Frequently-Asked-Questions 6-24-20

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

A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH TO APPLY FOR A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CARES" ACT) GRANT THROUGH THE DEPARTMENT OF LOCAL GOVERNMENT IN THE AMOUNT OF \$1,786,875 FOR REIMBURSEMENTS FOR THE SALARIES OF POLICE OFFICERS AND FIREFIGHTERS BEGINNING MARCH 1, 2020, FOR THE ENTIRE ALLOTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the application for a Coronavirus Aid, Relief, And Economic Security Act ("CARES" act) grant through the Department of Local Government, in the amount of \$1,786,875, for reimbursements for the salaries of Paducah Police Officers and Firefighters beginning March 1, 2020, for the entire allotment and authorizes the Mayor to execute all documents related to same. No local 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, August 25, 2020  
Recorded by Lindsay Parish, City Clerk, August 25, 2020  
\\mo\grants\app – CARES Act Coronavirus Grant Funding – PD & Fire Salaries



#### OFFICERS

President: Mayor Bill Dieruf, City of Jeffersontown  
First Vice President: Mayor Troy Rudder, City of London  
Second Vice President: Mayor Brian Traugott, City of Versailles  
Immediate Past President: Mayor Roddy Harrison, City of Williamsburg

#### EXECUTIVE STAFF

Executive Director/CEO: J.D. Chaney  
Deputy Executive Director: Doug Goforth  
Chief Administrative Officer: Martha Cosby  
Chief Financial Officer: Dawn Harlow

June 1, 2020

Mayor Brandi Harless  
PO Box 2267  
300 S Fifth Street  
Paducah, KY 42002-2267

Dear Mayor Harless:

Kentucky is in the midst of a slow reopening, and I hope you are seeing things begin to improve in your city. The COVID-19 pandemic took a toll on our communities, from the physical and mental well-being of our citizens to the financial viability of businesses and governments. Many revenue-limited cities are struggling to recover, and financial aid is desperately needed. We are continuing to champion for revenue replacement with Kentucky's federal delegation, and we appreciate the advocacy you have also undertaken on this issue.

An agreement reached with Governor Andy Beshear will help with recovering some of the eligible expenses cities have incurred due to the pandemic. The governor is apportioning \$300 million of the state's Coronavirus Relief Fund allocation for local government reimbursements. The maximum amount your city could receive is \$1,786,875. We are appreciative of the governor's willingness to work with us to secure this funding and for ensuring Kentucky's reimbursement requirements match those established by the U.S. Department of the Treasury.

Cities can seek compensation of COVID-related costs such as the purchase of personal protective equipment (PPE) and other medical and protective supplies, costs of COVID-19 testing, emergency medical response expenses, amounts spent on communication and enforcement of public health orders, costs of disinfecting public areas, and payroll expenses for public safety and health employees who have been dedicated to responding to the pandemic. I have attached Treasury guidelines on what is and is not allowed. Expenses must be incurred between March 1 and December 30, 2020, and they must not have been budgeted for as of March 27. To receive reimbursement, you will need to apply at the Kentucky Department for Local Government (DLG) website, [kydlgweb.ky.gov](http://kydlgweb.ky.gov), and submit documentation.

Thank you for the leadership you are providing at the local level during these extreme times. We appreciate your commitment to your city, and we are proud to represent you in Frankfort and at the nation's Capital. Please let me know if you have any questions on the reimbursement opportunity or our efforts to secure direct federal aid.

Sincerely,

J.D. Chaney

Enclosure: Guidance for State, Territorial, Local, and Tribal Governments

**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**April 22, 2020**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>1</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost

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<sup>1</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

*Nonexclusive examples of ineligible expenditures<sup>2</sup>*

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>3</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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<sup>2</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>3</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**Updated June 30, 2020<sup>1</sup>**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>2</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

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<sup>1</sup> This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

<sup>2</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

### *Nonexclusive examples of eligible expenditures*

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
  6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria.

***Nonexclusive examples of ineligible expenditures<sup>3</sup>***

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>4</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

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<sup>3</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>4</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

**Coronavirus Relief Fund  
Frequently Asked Questions  
Updated as of June 24, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).<sup>1</sup> Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

**Eligible Expenditures**

***Are governments required to submit proposed expenditures to Treasury for approval?***

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

***The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?***

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

***The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?***

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

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<sup>1</sup> The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

***May a State receiving a payment transfer funds to a local government?***

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

***May a unit of local government receiving a Fund payment transfer funds to another unit of government?***

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

***Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?***

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

***Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?***

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

***Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?***

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

***Are States permitted to use Fund payments to support state unemployment insurance funds generally?***

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

***Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?***

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

***The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?***

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

***In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?***

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

***If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?***

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

***May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?***

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

***May Fund payments be used for COVID-19 public health emergency recovery planning?***

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

***Are expenses associated with contact tracing eligible?***

Yes, expenses associated with contract tracing are eligible.

***To what extent may a government use Fund payments to support the operations of private hospitals?***

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

***May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?***

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

***May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?***

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

***Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?***

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

***May recipients create a “payroll support program” for public employees?***

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

***May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?***

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

***May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?***

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

***The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?***

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

***The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?***

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

***May Fund payments be used to assist impacted property owners with the payment of their property taxes?***

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

***May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?***

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

***Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?***

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

***The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?***

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

***The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?***

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

***May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?***

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

***Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?***

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

***Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?***

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

***May a State impose restrictions on transfers of funds to local governments?***

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

***If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?***

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

***May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?***

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

***Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?***

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

***May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?***

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

***May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?***

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

***May recipients use Fund payments to provide loans?***

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

***May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?***

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

***May funds be used to satisfy non-federal matching requirements under the Stafford Act?***

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

***Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?***

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

***May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?***

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

***May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?***

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

***May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?***

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

***The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?***

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

## **Questions Related to Administration of Fund Payments**

***Do governments have to return unspent funds to Treasury?***

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

***What records must be kept by governments receiving payment?***

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

***May recipients deposit Fund payments into interest bearing accounts?***

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

***May governments retain assets purchased with payments from the Fund?***

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

***What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?***

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

***Are Fund payments to State, territorial, local, and tribal governments considered grants?***

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are “other financial assistance” under 2 C.F.R. § 200.40.

***Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?***

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

***Are Fund payments subject to other requirements of the Uniform Guidance?***

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

***Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?***

Yes. The CFDA number assigned to the Fund is 21.019.

***If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients’ total funding received from the federal government for purposes of the Single Audit Act?***

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

***Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?***

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

***If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?***

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

**Addendum:** *“Commonwealth of Kentucky interpretation of U.S. Treasury guidance: “ Front-line, public-facing public safety (police, firefighter, EMS) and public health payroll expenses are eligible under the presumption guidance provided by U.S. Treasury.”*

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 25, 2020

**Short Title:** Approve purchase of One (1) Rear Packer Refuse Collection Truck for use by Public Works Refuse Department in the amount of \$169,249 - **C YARBER**

**Category:** Municipal Order

**Staff Work By:** Randy Crouch, Debbie Collins

**Presentation By:** Chris Yarber

**Background Information:** On August 11, 2020 received quote from Tag Truck Center for One (1) Rear Packer Refuse Collection Truck, 2021 Freightliner 1085D, for use by Public Works Refuse Department at the price of \$169,249.00 on state contract KY MA 6052000000447.

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

**If yes, please list the Action Step Item Codes(s):** No

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

Account Number: 50002209-540050

**Staff Recommendation:** Approve a municipal order for the mayor to sign an agreement with Tag Truck Enterprises of Missouri, LLC for the purchase of One (1) Rear Packer Refuse Collection Truck, 2021 Freightliner 1085D in the amount of \$169,249.00 on state contract KY MA 6052000000447.

**Attachments:**

1. Municipal Order
2. TAG specification proposal\_KY MA 6052000000447
3. Compliance with Technical Specs

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

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF ONE (1) REAR PACKER REFUSE COLLECTION TRUCK, 2021 FREIGHTLINER 1085D IN A TOTAL AMOUNT OF \$169,249.00 FOR USE BY THE PUBLIC WORKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, this equipment is available under Kentucky State Contract No. MA 6052000000447 and competitive bidding is not required.

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

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to make payment to Tag Truck Center, for the purchase of One (1) Rear Packer Refuse Collection Truck, 2021 Freightliner 1085D, in an amount of \$169,249.00 and authorizes the Mayor to execute all documents related to same. This purchase is made in compliance with the Kentucky State Purchasing Contract No. MA 6052000000447.

SECTION 2. This expenditure shall be charged to Rolling Stock/Vehicle Fleet Lease Trust Fund Account No. 50002209-540050.

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

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

ATTEST:

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

Adopted by the Board of Commissioners, August 25, 2020  
Recorded by Lindsay Parish, City Clerk, August 25, 2020  
\\mo\rear packer refuse truck 8-2020 – State Contract

Prepared for:  
 RANDY CROUCH  
 IE COMMONWEALTH OF KENTUCKY  
 CITY OF PADUCAH  
 1120 N 10TH ST

PADUCAH, KY 42001  
 Phone: 270-444-8557

Prepared by:  
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## S P E C I F I C A T I O N   P R O P O S A L

| Data Code                    | Description   | Weight<br>Front | Weight<br>Rear | Retail Price |
|------------------------------|---|-----------------|----------------|--------------|
| <b>Price Level</b>           |   |                 |                |              |
| PRL-23D                      | SD PRL-23D (EFF.01/21/20)   |                 |                | STD          |
| <b>Data Version</b>          |   |                 |                |              |
| DRL-028                      | SPECPRO21 DATA RELEASE VER 028  |                 |                | N/C          |
| <b>Vehicle Configuration</b> |   |                 |                |              |
| 001-176                      | 108SD CONVENTIONAL CHASSIS  | 6,829           | 3,748          | \$122,790.00 |
| 004-221                      | 2021 MODEL YEAR SPECIFIED   |                 |                | STD          |
| 002-004                      | SET BACK AXLE - TRUCK   |                 |                | STD          |
| 019-002                      | STRAIGHT TRUCK PROVISION  |                 |                | STD          |
| 003-001                      | LH PRIMARY STEERING LOCATION  |                 |                | STD          |
| <b>General Service</b>       |   |                 |                |              |
| AA1-002                      | TRUCK CONFIGURATION   |                 |                | STD          |
| AA6-002                      | DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)                              |                 |                | STD          |
| A85-001                      | REFUSE SERVICE  |                 |                | N/C          |
| A84-1GM                      | GOVERNMENT BUSINESS SEGMENT   |                 |                | N/C          |
| AA4-003                      | DRY BULK COMMODITY  |                 |                | STD          |
| AA5-002                      | TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS                 |                 |                | STD          |
| AB1-008                      | MAXIMUM 8% EXPECTED GRADE   |                 |                | STD          |
| AB5-001                      | SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE |                 |                | STD          |
| 995-1A0                      | FREIGHTLINER SD VOCATIONAL WARRANTY   |                 |                | STD          |
| A66-99D                      | EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs   |                 |                |              |
| A68-99D                      | EXPECTED REAR DRIVE AXLE(S) LOAD : 30000.0 lbs  |                 |                |              |



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| Data Code                    | Description  | Weight Front | Weight Rear | Retail Price |
|------------------------------|--|--------------|-------------|--------------|
| A63-99D                      | EXPECTED GROSS VEHICLE WEIGHT CAPACITY<br>: 46000.0 lbs  |              |             |              |
| <b>Truck Service</b>         |  |              |             |              |
| AA3-061                      | REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL  |              |             | N/C          |
| AF3-2AV                      | STRINGFELLOW, INC.   |              |             | N/C          |
| <b>Engine</b>                |  |              |             |              |
| 101-22N                      | CUM L9 270 HP @ 2000 RPM; 2200 GOV RPM, 800 LB/FT @ 1300 RPM   |              |             | \$631.00     |
| <b>Electronic Parameters</b> |  |              |             |              |
| 79A-075                      | 75 MPH ROAD SPEED LIMIT  |              |             | N/C          |
| 79B-000                      | CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT  |              |             | N/C          |
| 79M-001                      | PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED  |              |             | N/C          |
| 79P-002                      | PTO RPM WITH CRUISE SET SWITCH - 700 RPM   |              |             | N/C          |
| 79Q-003                      | PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM  |              |             | N/C          |
| 79S-001                      | PTO MODE CANCEL VEHICLE SPEED - 5 MPH  |              |             | N/C          |
| 79U-007                      | PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND  |              |             | N/C          |
| 79V-001                      | FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY        |              |             | N/C          |
| 80G-002                      | PTO MINIMUM RPM - 700  |              |             | N/C          |
| 80J-002                      | REGEN INHIBIT SPEED THRESHOLD - 5 MPH  |              |             | N/C          |
| <b>Engine Equipment</b>      |  |              |             |              |
| 99C-017                      | 2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION                                  |              |             | STD          |
| 99D-010                      | NO 2008 CARB EMISSION CERTIFICATION  |              |             | N/C          |
| 13E-001                      | STANDARD OIL PAN   |              |             | STD          |
| 105-001                      | ENGINE MOUNTED OIL CHECK AND FILL  |              |             | STD          |
| 014-1B5                      | SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT. FIREWALL MOUNTED |              |             | \$25.00      |
| 124-1D7                      | DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE                         |              |             | STD          |
| 292-236                      | (3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES                        | 40           | 20          | \$247.00     |
| 290-017                      | BATTERY BOX FRAME MOUNTED  |              |             | STD          |



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|-----------|---|--------------|-------------|--------------|
| 281-001   | STANDARD BATTERY JUMPERS  |              |             | STD          |
| 282-003   | SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB  |              |             | STD          |
| 291-017   | WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN   |              |             | STD          |
| 289-001   | NON-POLISHED BATTERY BOX COVER  |              |             | STD          |
| 87P-001   | CAB AUXILIARY POWER CABLE   | 5            |             | \$62.00      |
| 293-058   | POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT                               | 8            |             | \$206.00     |
| 107-032   | CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE   |              |             | STD          |
| 152-041   | ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM   |              |             | STD          |
| 128-076   | CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF   | 20           |             | STD          |
| 016-1C2   | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE | 30           | 25          | \$816.00     |
| 28F-002   | ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH     |              |             | STD          |
| 239-038   | 11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT  |              |             | N/C          |
| 237-1CR   | RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP   |              |             | N/C          |
| 23U-001   | 6 GALLON DIESEL EXHAUST FLUID TANK  | -35          | -10         | N/C          |
| 30N-003   | 100 PERCENT DIESEL EXHAUST FLUID FILL   |              |             | (\$17.00)    |
| 23Y-001   | STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING   |              |             | STD          |
| 43X-002   | LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION  |              |             | STD          |
| 43Y-001   | STANDARD DIESEL EXHAUST FLUID TANK CAP  |              |             | STD          |
| 242-011   | ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)  |              |             | N/C          |
| 273-018   | HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE   |              |             | STD          |
| 276-001   | AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED   |              |             | STD          |
| 110-003   | CUMMINS SPIN ON FUEL FILTER   |              |             | STD          |
| 118-008   | COMBINATION FULL FLOW/BYPASS OIL FILTER   |              |             | STD          |
| 266-104   | 1115 SQUARE INCH ALUMINUM RADIATOR  |              |             | STD          |



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|-----------|---|--------------|-------------|--------------|
| 103-039   | ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT |              |             | STD          |
| 171-007   | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT                             |              |             | STD          |
| 172-001   | CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES                            |              |             | STD          |
| 270-016   | RADIATOR DRAIN VALVE  |              |             | STD          |
| 360-016   | 1310 ADAPTER FLANGE FOR FRONT PTO PROVISION                               | 10           |             | \$624.00     |
| 138-011   | PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER                            | 4            |             | \$92.00      |
| 166-002   | PHILLIPS-TEMRO 150 WATT/115 VOLT OIL PREHEATER                            | 4            |             | \$100.00     |
| 140-053   | BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR              |              |             | N/C          |
| 132-004   | ELECTRIC GRID AIR INTAKE WARMER   |              |             | STD          |
| 155-058   | DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH                 |              |             | STD          |

### Transmission

|         |  |  |  |           |
|---------|--|--|--|-----------|
| 342-584 | ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION |  |  | (\$75.00) |
|---------|--|--|--|-----------|

### Transmission Equipment

|         |  |  |  |     |
|---------|--|--|--|-----|
| 343-312 | ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS               |  |  | N/C |
| 84B-013 | ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES                            |  |  | N/C |
| 84C-023 | PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY   |  |  | STD |
| 84D-023 | SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY |  |  | STD |
| 84E-000 | PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE              |  |  | STD |
| 84F-000 | SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE            |  |  | STD |
| 84G-000 | PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE                 |  |  | STD |



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|-----------|--|--------------|-------------|--------------|
| 84H-000   | SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE |              |             | STD          |
| 84N-200   | FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED  |              |             | STD          |
| 84U-000   | DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES  |              |             | STD          |
| 84V-001   | DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS           |              |             | STD          |
| 353-026   | VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS. AT BACK OF CAB                      |              |             | \$574.00     |
| 34C-002   | ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB                              |              |             | \$76.00      |
| 362-823   | CUSTOMER INSTALLED CHELSEA 280 SERIES PTO  |              |             | N/C          |
| 363-001   | PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION   |              |             | N/C          |
| 341-018   | MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN                           |              |             | STD          |
| 345-003   | PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED   |              |             | STD          |
| 97G-004   | TRANSMISSION PROGNOSTICS - ENABLED 2013  |              |             | STD          |
| 370-015   | WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK   |              |             | STD          |
| 346-003   | TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK                                    |              |             | STD          |
| 35T-001   | SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)   |              |             | STD          |

### Front Axle and Equipment

|         |  |     |  |            |
|---------|--|-----|--|------------|
| 400-1A9 | DETROIT DA-F-16.0-5 16.000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE                       | 190 |  | \$1,865.00 |
| 402-013 | MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES |     |  | \$68.00    |
| 403-002 | NON-ASBESTOS FRONT BRAKE LINING  |     |  | STD        |
| 419-001 | CAST IRON OUTBOARD FRONT BRAKE DRUMS   |     |  | STD        |
| 427-001 | FRONT BRAKE DUST SHIELDS   | 5   |  | \$102.00   |
| 409-006 | FRONT OIL SEALS  |     |  | STD        |
| 408-001 | VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL                             |     |  | STD        |
| 416-022 | STANDARD SPINDLE NUTS FOR ALL AXLES  |     |  | STD        |



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| Data Code                      | Description   | Weight Front  | Weight Rear | Retail Price |            |
|--------------------------------|---|---|-------------|--------------|------------|
| 405-002                        | MERITOR AUTOMATIC FRONT SLACK ADJUSTERS             |   |             | STD          |            |
| 406-001                        | STANDARD KING PIN BUSHINGS                          |   |             | STD          |            |
| 536-012                        | TRW TAS-85 POWER STEERING                           | 40  |             | N/C          |            |
| 539-003                        | POWER STEERING PUMP                                 |   |             | STD          |            |
| 534-015                        | 2 QUART SEE THROUGH POWER STEERING RESERVOIR        |   |             | STD          |            |
| 533-001                        | OIL/AIR POWER STEERING COOLER                       | 5   |             | \$257.00     |            |
| 40T-001                        | MINERAL SAE 80/90 FRONT AXLE LUBE                   |   |             | STD          |            |
| <b>Front Suspension</b>        |   |   |             |              |            |
| 620-026                        | 16,000# TAPERLEAF FRONT SUSPENSION                  | 200   |             | \$1,151.00   |            |
| 619-005                        | MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION |   |             | STD          |            |
| 62G-998                        | NO FRONT SUSPENSION OPTIONS                         |   |             | STD          |            |
| 410-001                        | FRONT SHOCK ABSORBERS                               |   |             | STD          |            |
| <b>Rear Axle and Equipment</b> |   |   |             |              |            |
| N                              | 420-024   | RS-30-185 30,000# U-SERIES SINGLE REAR AXLE   |             | 275          | \$7,269.00 |
|                                | 421-430   | 4.30 REAR AXLE RATIO  |             |              | N/C        |
|                                | 424-001   | IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING   |             |              | STD        |
|                                | 386-073   | MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES                        | 40          | 40           | \$466.00   |
|                                | 452-001   | DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE                                |             | 20           | \$734.00   |
|                                | 878-018   | (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE                  |             |              | N/C        |
|                                | 87B-004   | BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH |             |              | N/C        |
|                                | 423-010   | MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES                   |             | 20           | N/C        |
|                                | 433-002   | NON-ASBESTOS REAR BRAKE LINING  |             |              | STD        |
|                                | 434-012   | BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)                                     |             |              | STD        |
|                                | 451-018   | WEBB CAST IRON REAR BRAKE DRUMS   |             | 50           | N/C        |
|                                | 425-002   | REAR BRAKE DUST SHIELDS   |             | 5            | \$56.00    |
|                                | 440-006   | REAR OIL SEALS  |             |              | STD        |
|                                | 426-100   | WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS                           |             |              | STD        |
|                                | 428-003   | HALDEX AUTOMATIC REAR SLACK ADJUSTERS   |             |              | \$47.00    |



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| Data Code                    | Description  | Weight Front | Weight Rear | Retail Price |
|------------------------------|--|--------------|-------------|--------------|
| 41T-002                      | CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE                              |              |             | STD          |
| 42T-001                      | STANDARD REAR AXLE BREATHER(S)   |              |             | STD          |
| <b>Rear Suspension</b>       |  |              |             |              |
| 622-1DF                      | 30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD            |              | 160         | \$463.00     |
| 621-001                      | SPRING SUSPENSION - NO AXLE SPACERS  |              |             | STD          |
| 431-001                      | STANDARD AXLE SEATS IN AXLE CLAMP GROUP  |              |             | STD          |
| 623-005                      | FORE/AFT CONTROL RODS  |              |             | STD          |
| <b>Brake System</b>          |  |              |             |              |
| 490-100                      | WABCO 4S/4M ABS  |              |             | STD          |
| 871-001                      | REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES                |              |             | STD          |
| 904-001                      | FIBER BRAID PARKING BRAKE HOSE   |              |             | STD          |
| 412-001                      | STANDARD BRAKE SYSTEM VALVES   |              |             | STD          |
| 46D-002                      | STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM                                 |              |             | STD          |
| 413-002                      | STD U.S. FRONT BRAKE VALVE   |              |             | STD          |
| 432-003                      | RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE           |              |             | STD          |
| 480-088                      | WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER                    |              |             | STD          |
| 479-015                      | AIR DRYER FRAME MOUNTED  |              |             | STD          |
| 460-001                      | STEEL AIR BRAKE RESERVOIRS   |              |             | STD          |
| 477-001                      | PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS            |              |             | STD          |
| <b>Trailer Connections</b>   |  |              |             |              |
| 335-004                      | UPGRADED CHASSIS MULTIPLEXING UNIT   |              |             | STD          |
| <b>Wheelbase &amp; Frame</b> |  |              |             |              |
| 545-517                      | 5175MM (204 INCH) WHEELBASE  |              |             | N/C          |
| 546-101                      | 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI | 340          | -50         | \$619.00     |
| 547-001                      | 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT                          | 190          | 380         | \$1,385.00   |
| 552-030                      | 1600MM (63 INCH) REAR FRAME OVERHANG   |              |             | STD          |
| 55W-006                      | FRAME OVERHANG RANGE: 61 INCH TO 70 INCH                                       |              |             | N/C          |
| 549-002                      | 24 INCH INTEGRAL FRONT FRAME EXTENSION   | 115          | -20         | \$4.00       |



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| Data Code                | Description  | Weight Front | Weight Rear | Retail Price |
|--------------------------|--|--------------|-------------|--------------|
| AC8-99D                  | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :<br>138.19 in                            |              |             |              |
| AE8-99D                  | CALCULATED EFFECTIVE BACK OF CAB TO<br>REAR SUSPENSION C/L (CA) : 135.19 in        |              |             |              |
| AE4-99D                  | CALC'D FRAME LENGTH - OVERALL : 331.89   |              |             |              |
| FSS-0LH                  | CALCULATED FRAME SPACE LH SIDE : 59.93 in  |              |             | N/C          |
| FSS-0RH                  | CALCULATED FRAME SPACE RH SIDE : 208.52<br>in                                      |              |             | N/C          |
| AM6-99D                  | CALC'D SPACE AVAILABLE FOR DECKPLATE :<br>138.45 in                                |              |             |              |
| 553-001                  | SQUARE END OF FRAME  |              |             | STD          |
| 550-001                  | FRONT CLOSING CROSSMEMBER  |              |             | STD          |
| 559-003                  | LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE<br>CROSSMEMBER                              | -12          |             | \$50.00      |
| 562-001                  | STANDARD MIDSHIP #1 CROSSMEMBER(S)   |              |             | STD          |
| 572-001                  | STANDARD REARMOST CROSSMEMBER  |              |             | STD          |
| 565-001                  | STANDARD SUSPENSION CROSSMEMBER  |              |             | STD          |
| <b>Chassis Equipment</b> |  |              |             |              |
| 556-1E7                  | 14 INCH PAINTED STEEL SEVERE DUTY<br>BUMPER  | 130          | -15         | \$235.00     |
| 558-001                  | FRONT TOW HOOKS - FRAME MOUNTED  | 15           |             | \$80.00      |
| 574-001                  | BUMPER MOUNTING FOR SINGLE LICENSE<br>PLATE  |              |             | STD          |
| 551-007                  | GRADE 8 THREADED HEX HEADED FRAME<br>FASTENERS                                     |              |             | STD          |
| <b>Fuel Tanks</b>        |  |              |             |              |
| 204-034                  | 80 GALLON/302 LITER RECTANGULAR<br>ALUMINUM FUEL TANK - LH                         | 25           |             | \$209.00     |
| 218-005                  | RECTANGULAR FUEL TANK(S)   |              |             | N/C          |
| 215-005                  | PLAIN ALUMINUM/PAINTED STEEL<br>FUEL/HYDRAULIC TANK(S) WITH PAINTED<br>BANDS       |              |             | STD          |
| 212-007                  | FUEL TANK(S) FORWARD   |              |             | STD          |
| 664-001                  | PLAIN STEP FINISH  |              |             | STD          |
| 205-001                  | FUEL TANK CAP(S)   |              |             | STD          |
| 122-1H4                  | DETROIT FUEL/WATER SEPARATOR WITH<br>WATER IN FUEL SENSOR AND 12 VOLT<br>PREHEATER | -5           |             | \$30.00      |
| 216-020                  | EQUIFLO INBOARD FUEL SYSTEM  |              |             | STD          |
| 202-016                  | HIGH TEMPERATURE REINFORCED NYLON<br>FUEL LINE                                     |              |             | STD          |



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|---------------------|--|--------------|-------------|--------------|
| <b>Tires</b>        |  |              |             |              |
| 093-1RM             | MICHELIN X WORKS Z 12R22.5 16 PLY RADIAL FRONT TIRES                               | 76           |             | \$300.00     |
| 094-0E3             | MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES                                      |              | 156         | \$968.00     |
| <b>Hubs</b>         |  |              |             |              |
| 418-060             | CONMET PRESET PLUS PREMIUM IRON FRONT HUBS   |              |             | STD          |
| 450-014             | WEBB IRON REAR HUBS  |              | 280         | N/C          |
| <b>Wheels</b>       |  |              |             |              |
| 502-428             | ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS | 26           |             | STD          |
| 505-428             | ACCURIDE 28828 22 5X8 25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS             |              | 52          | STD          |
| <b>Cab Exterior</b> |  |              |             |              |
| 829-1A5             | 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB                                   |              |             | STD          |
| 650-008             | AIR CAB MOUNTING   |              |             | STD          |
| 648-002             | NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE                                       |              |             | STD          |
| 667-004             | FRONT FENDERS SET-BACK AXLE  |              |             | STD          |
| 678-001             | LH AND RH GRAB HANDLES   |              |             | STD          |
| 645-002             | BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL  |              |             | \$253.00     |
| 646-042             | STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS  |              |             | \$88.00      |
| 65X-003             | CHROME HOOD MOUNTED AIR INTAKE GRILLE  |              |             | \$15.00      |
| 644-004             | FIBERGLASS HOOD  |              |             | STD          |
| 727-1AH             | SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED                                |              |             | STD          |
| 726-002             | DUAL ELECTRIC HORNS  |              |             | \$14.00      |
| 728-001             | SINGLE HORN SHIELD   |              |             | STD          |
| 657-001             | DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME                                      |              |             | STD          |
| 78G-002             | KEY QUANTITY OF 2  |              |             | STD          |
| 575-001             | REAR LICENSE PLATE MOUNT END OF FRAME  |              |             | STD          |
| 312-067             | HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS                                     |              |             | N/C          |
| 302-001             | (5) AMBER MARKER LIGHTS  |              |             | STD          |
| 294-001             | INTEGRAL STOP/TAIL/BACKUP LIGHTS   |              |             | STD          |
| 300-015             | STANDARD FRONT TURN SIGNAL LAMPS   |              |             | STD          |



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| Data Code | Description   | Weight Front | Weight Rear | Retail Price |
|-----------|---|--------------|-------------|--------------|
| 744-1BC   | DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE                      |              |             | \$286.00     |
| 797-001   | DOOR MOUNTED MIRRORS  |              |             | STD          |
| 796-001   | 102 INCH EQUIPMENT WIDTH  |              |             | STD          |
| 743-204   | LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS             |              |             | N/C          |
| 74A-001   | RH DOWN VIEW MIRROR   |              |             | \$21.00      |
| 729-001   | STANDARD SIDE/REAR REFLECTORS   |              |             | STD          |
| 768-043   | 63X14 INCH TINTED REAR WINDOW   |              |             | STD          |
| 661-004   | TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS                          |              |             | STD          |
| 654-003   | MANUAL DOOR WINDOW REGULATORS   |              |             | STD          |
| 663-013   | 1-PIECE SOLAR GREEN GLASS WINDSHIELD  |              |             | STD          |
| 659-007   | 8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR |              |             | STD          |

### Cab Interior

|         |  |    |  |          |
|---------|--|----|--|----------|
| 707-1AK | OPAL GRAY VINYL INTERIOR   |    |  | STD      |
| 706-013 | MOLDED PLASTIC DOOR PANEL  |    |  | STD      |
| 708-013 | MOLDED PLASTIC DOOR PANEL  |    |  | STD      |
| 772-006 | BLACK MATS WITH SINGLE INSULATION  |    |  | STD      |
| 785-001 | DASH MOUNTED ASH TRAYS AND LIGHTER   |    |  | (\$2.00) |
| 691-008 | FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING |    |  | STD      |
| 694-010 | IN DASH STORAGE BIN  |    |  | STD      |
| 742-007 | (2) CUP HOLDERS LH AND RH DASH   |    |  | STD      |
| 680-006 | GRAY/CHARCOAL FLAT DASH  |    |  | STD      |
| 720-056 | 10 LB. 4A80BC FIRE EXTINGUISHER WITH HEAVY DUTY MOUNTING BRACKET             | 20 |  | \$143.00 |
| 700-002 | HEATER, DEFROSTER AND AIR CONDITIONER  |    |  | STD      |
| 701-001 | STANDARD HVAC DUCTING  |    |  | STD      |
| 703-005 | MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH                                 |    |  | STD      |
| 170-015 | STANDARD HEATER PLUMBING   |    |  | STD      |
| 130-041 | VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR                                  |    |  | STD      |
| 702-002 | BINARY CONTROL, R-134A   |    |  | STD      |
| 739-033 | STANDARD INSULATION  |    |  | STD      |



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| Data Code | Description  | Weight Front | Weight Rear | Retail Price |
|-----------|--|--------------|-------------|--------------|
| 285-013   | SOLID-STATE CIRCUIT PROTECTION AND FUSES   |              |             | STD          |
| 280-007   | 12V NEGATIVE GROUND ELECTRICAL SYSTEM  |              |             | STD          |
| 324-014   | DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS   |              |             | STD          |
| 655-001   | CAB DOOR LATCHES WITH MANUAL DOOR LOCKS  |              |             | STD          |
| 284-023   | (1) 12 VOLT POWER SUPPLY IN DASH   |              |             | STD          |
| 722-002   | TRIANGULAR REFLECTORS WITHOUT FLARES   | 10           |             | \$24.00      |
| 756-1J3   | BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION | 30           |             | \$225.00     |
| 760-235   | 2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT  | 20           |             | \$185.00     |
| 711-004   | LH AND RH INTEGRAL DOOR PANEL ARMRESTS   |              |             | STD          |
| 758-036   | VINYL WITH VINYL INSERT DRIVER SEAT  |              |             | STD          |
| 761-036   | VINYL WITH VINYL INSERT PASSENGER SEAT   |              |             | STD          |
| 763-101   | BLACK SEAT BELTS   |              |             | STD          |
| 532-002   | ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN  | 10           |             | \$478.00     |
| 540-016   | 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL   |              |             | \$100.00     |
| 765-002   | DRIVER AND PASSENGER INTERIOR SUN VISORS   |              |             | STD          |

**Instruments & Controls**

|         |  |  |   |         |
|---------|--|--|---|---------|
| 732-004 | GRAY DRIVER INSTRUMENT PANEL   |  |   | STD     |
| 734-004 | GRAY CENTER INSTRUMENT PANEL   |  |   | STD     |
| 87L-001 | ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK  |  |   | N/C     |
| 870-001 | BLACK GAUGE BEZELS   |  |   | STD     |
| 486-001 | LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM   |  |   | STD     |
| 840-002 | 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES   |  |   | STD     |
| 198-003 | DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS                                      |  |   | \$36.00 |
| 721-001 | 97 DB BACKUP ALARM   |  | 3 | \$47.00 |
| 149-013 | ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL                                   |  |   | STD     |
| 156-007 | KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY |  |   | STD     |



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| Data Code | Description  | Weight Front | Weight Rear | Retail Price |
|-----------|--|--------------|-------------|--------------|
| 811-042   | ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED             |              |             | STD          |
| 160-038   | HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH                 |              |             | STD          |
| 844-001   | 2 INCH ELECTRIC FUEL GAUGE   |              |             | STD          |
| 148-072   | ENGINE REMOTE INTERFACE WITH MULTIPLE SET SPEEDS   |              |             | \$110.00     |
| 163-001   | ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB   |              |             | N/C          |
| 856-001   | ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE  |              |             | STD          |
| 864-005   | TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT   |              |             | N/C          |
| 830-017   | ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY                               |              |             | STD          |
| 372-051   | CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS  |              |             | N/C          |
| 852-002   | ELECTRIC ENGINE OIL PRESSURE GAUGE   |              |             | STD          |
| 746-114   | AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939                                   | 10           |             | \$290.00     |
| 747-001   | DASH MOUNTED RADIO   |              |             | N/C          |
| 750-002   | (2) RADIO SPEAKERS IN CAB  |              |             | N/C          |
| 753-040   | 24 INCH AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR, RG-62                                   |              |             | \$46.00      |
| 810-027   | ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER                    |              |             | STD          |
| 817-001   | STANDARD VEHICLE SPEED SENSOR  |              |             | STD          |
| 812-001   | ELECTRONIC 3000 RPM TACHOMETER   |              |             | STD          |
| 162-002   | IGNITION SWITCH CONTROLLED ENGINE STOP   |              |             | STD          |
| 81Y-001   | PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH                           |              |             | \$12.00      |
| 836-015   | DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY                                     |              |             | STD          |
| 660-008   | SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY  |              |             | STD          |
| 304-001   | MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH                                       |              |             | STD          |
| 882-018   | ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR |              |             | \$39.00      |



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| Data Code | Description  | Weight Front | Weight Rear | Retail Price |
|-----------|--|--------------|-------------|--------------|
| 299-013   | SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE |              |             | STD          |
| 298-039   | INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS  |              |             | STD          |

### Design

|         |                        |  |  |     |
|---------|------------------------|--|--|-----|
| 065-000 | PAINT: ONE SOLID COLOR |  |  | STD |
|---------|------------------------|--|--|-----|

### Color

|         |  |  |  |     |
|---------|--|--|--|-----|
| 980-5F6 | CAB COLOR A: L0006EY WHITE ELITE EY                                |  |  | STD |
| 986-020 | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT                      |  |  | STD |
| 962-972 | POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) |  |  | STD |
| 966-972 | POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  |  |  | STD |
| 964-020 | STANDARD BLACK BUMPER PAINT  |  |  | STD |
| 963-003 | STANDARD E COAT/UNDERCOATING                                       |  |  | STD |

### Certification / Compliance

|         |   |  |  |     |
|---------|---|--|--|-----|
| 996-001 | U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS |  |  | STD |
|---------|---|--|--|-----|

### Raw Performance Data

|         |  |
|---------|--|
| AE8-99D | CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 135.19 in |
| AM6-99D | CALC'D SPACE AVAILABLE FOR DECKPLATE : 138.45 in                         |

### Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

## TOTAL VEHICLE SUMMARY

### Adjusted List Price

Adjusted List Price \*\* \$144,919.00

### Weight Summary



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 Phone: 270-906-0345  
 Mobile:  
 E-Mail:  
 David.Hoelscher@tntruck.com

|                      | Weight<br>Front | Weight<br>Rear  | Total<br>Weight  |
|----------------------|-----------------|-----------------|------------------|
| Factory Weight*      | 8395 lbs        | 5139 lbs        | 13534 lbs        |
| <b>Total Weight*</b> | <b>8395 lbs</b> | <b>5139 lbs</b> | <b>13534 lbs</b> |

**ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE**

**Other Factory Charges**

|         |                               |            |
|---------|-------------------------------|------------|
| RAG-020 | CUMMINS TARIFF CHARGE - \$205 | \$205.00   |
| P73-2FT | STANDARD DESTINATION CHARGE   | \$2,200.00 |

**Extended Warranty**

|         |   |                   |
|---------|---|-------------------|
| WAI-47J | CUM 2017 L9: HD1 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM EXTENDED WARRANTY. FEX APPLIES | \$2,040.00        |
| WAX-102 | CUM 2017 L9: AT3 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM AFTERTREATMENT. FEX APPLIES    | \$760.00          |
| WAK-122 | ALLISON 3500 RDS TRANSMISSION FOR REFUSE EXTENDED WARRANTY. 5 YEARS/UNLIMITED MILEAGE FEX   | \$1,057.00        |
|         | Currency Exchange Rate  | 1.0000            |
|         | <b>Total Extended Warranty (Local Currency)</b>   | <b>\$3,857.00</b> |

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



Prepared for:  
 RANDY CROUCH  
 IE COMMONWEALTH OF KENTUCKY  
 CITY OF PADUCAH  
 1120 N 10TH ST

PADUCAH, KY 42001  
 Phone: 270-444-8557

Prepared by:  
 David Hoelscher  
 TAG TRUCK ENTERPRISES OF  
 MISSOURI, LLC  
 307 LYNUAL STREET  
 SIKESTON, MO 63801  
 Phone: 270-906-0345  
 Mobile:  
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## Q U O T A T I O N

### 108SD CONVENTIONAL CHASSIS

|   |  |
|---|--|
| SET BACK AXLE - TRUCK<br>CUM L9 270 HP @ 2000 RPM; 2200 GOV RPM, 800 LB/FT @ 1300 RPM<br>ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION<br>RS-30-185 30,000# U-SERIES SINGLE REAR AXLE<br>30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD<br>DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE | 16,000# TAPERLEAF FRONT SUSPENSION<br>108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB<br>5175MM (204 INCH) WHEELBASE<br>11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI<br>1600MM (63 INCH) REAR FRAME OVERHANG<br>1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT |
|---|--|

|                           |                      | PER UNIT   |    | TOTAL   |
|---------------------------|----------------------|------------|----|---------|
| VEHICLE PRICE             | TOTAL # OF UNITS (1) | \$ 165,392 | \$ | 165,392 |
| EXTENDED WARRANTY         |                      | \$ 3,857   | \$ | 3,857   |
| DEALER INSTALLED OPTIONS  |                      | \$ 0       | \$ | 0       |
| CUSTOMER PRICE BEFORE TAX |                      | \$ 169,249 | \$ | 169,249 |

#### TAXES AND FEES

|                |    |   |    |   |
|----------------|----|---|----|---|
| TAXES AND FEES | \$ | 0 | \$ | 0 |
| OTHER CHARGES  | \$ | 0 | \$ | 0 |

#### TRADE-IN

|                    |    |     |    |     |
|--------------------|----|-----|----|-----|
| TRADE-IN ALLOWANCE | \$ | (0) | \$ | (0) |
|--------------------|----|-----|----|-----|

|             |                     |         |    |         |
|-------------|---------------------|---------|----|---------|
| BALANCE DUE | (LOCAL CURRENCY) \$ | 169,249 | \$ | 169,249 |
|-------------|---------------------|---------|----|---------|

#### COMMENTS:

Projected delivery on \_\_\_/\_\_\_/\_\_\_ provided the order is received before \_\_\_/\_\_\_/\_\_\_.

#### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Ky MA 605 2600000447

Customer: X \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_.



A  
Data  
108 S

KY

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## QUOTATION DETAILS

### OTHER DEALER COSTS AND CREDITS

|             |    |        |    |        |
|-------------|----|--------|----|--------|
| HEIL REFUSE | \$ | 84,988 | \$ | 84,988 |
|-------------|----|--------|----|--------|

### EXTENDED WARRANTY

|   |    |       |    |       |
|---|----|-------|----|-------|
| CUM 2017 L9: HD1 MD DTY 5 YEARS /<br>150,000 MILES / 241,500 KM<br>EXTENDED WARRANTY. FEX APPLIES | \$ | 2,040 | \$ | 2,040 |
| CUM 2017 L9: AT3 MD DTY 5 YEARS /<br>150,000 MILES / 241,500 KM<br>AFTERTREATMENT. FEX APPLIES    | \$ | 760   | \$ | 760   |
| ALLISON 3500 RDS TRANSMISSION<br>FOR REFUSE EXTENDED WARRANTY,<br>5 YEARS/UNLIMITED MILEAGE FEX   | \$ | 1,057 | \$ | 1,057 |

### Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtffoffers.com](mailto:Information@dtffoffers.com)

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).

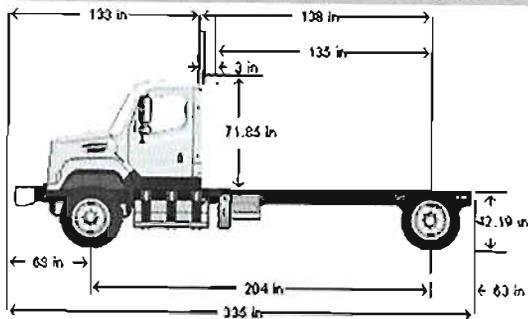


Prepared for:  
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## DIMENSIONS



### VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

|                                      |   |
|--------------------------------------|---|
| Wheelbase (545) .....                | 5175MM (204 INCH) WHEELBASE   |
| Rear Frame Overhang (552) .....      | 1600MM (63 INCH) REAR FRAME OVERHANG  |
| Fifth Wheel (578) .....              | NO FIFTH WHEEL  |
| Mounting Location (577) .....        | NO FIFTH WHEEL LOCATION   |
| Maximum Forward Position (in) .....  | 0   |
| Maximum Rearward Position (in) ..... | 0   |
| Amount of Slide Travel (in) .....    | 0   |
| Slide Increment (in) .....           | 0   |
| Desired Slide Position (in) .....    | 0.0   |
| Cab Size (829) .....                 | 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  |
| Sleeper (682) ..                     | NO SLEEPER BOX/SLEEPER CAB  |
| Exhaust System (016) .....           | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE |

### TABLE SUMMARY - DIMENSIONS



Prepared for:  
 RANDY CROUCH  
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| Dimensions   | Inches |
|--|--------|
| Bumper to Back of Cab (BBC)  | 133.5  |
| Bumper to Centerline of Front Axle (BA)                            | 67.9   |
| Min. Cab to Body Clearance (CB)                                    | 3.0    |
| Back of Cab to Centerline of Rear Axle(s) (CA)                     | 138.2  |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 135.2  |
| Back of Cab Protrusions (Exhaust/Intake) (CP)                      | 0.0    |
| Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)             | 0.0    |
| Back of Cab Protrusions (CNG Tank)                                 | 0.0    |
| Back of Cab Clearance (CL)   | 3.0    |
| Back of Cab to End of Frame  | 201.2  |
| Cab Height (CH)  | 71.9   |
| Wheelbase (WB)   | 203.7  |
| Frame Overhang (OH)  | 63.0   |
| Overall Length (OAL)   | 334.6  |
| Rear Axle Spacing  | 0.0    |
| Unladen Frame Height at Centerline of Rear Axle                    | 42.2   |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



**COMPLIANCE WITH TECHNICAL SPECIFICATIONS  
 REAR PACKER REFUSE COLLECTION TRUCK**

The Bidder is required to accurately and fully complete this "Compliance with Technical Specifications" form and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is not being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

SUBMITTED BY: TAG TRUCK CENTER (Bidder)

New Chassis-Cab Manufacturer, Model and Year Proposed: FREIGHTLINER 108SD 2021

New Body Manufacturer, Model and Year Proposed: HEIL 5000 2021

**Chassis-Cab Specifications**

|   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| <b>Cab</b>  |            |           |
| 1. New and Unused Freightliner Chassis Cab. Color: WHITE  | ✓          |           |
| <b>Engine</b>   |            |           |
| 1. Diesel, Electronic, Cummins ISC 270 or equal, In-line 6 cylinder, Total Electronic, 270 HP @ 2000 RPM; 800 lb/ft of torque @ 1300 RPM, '10 Certified   | ✓          |           |
| 2. Single-stage, Dry-type Air Cleaner   | ✓          |           |
| 3. 12 Volt Starter  | ✓          |           |
| 4. Heated Fuel/Water Separator  | ✓          |           |
| 5. 1000W, 115V Engine Block Heater  | ✓          |           |
| 6. RH Vertical After Treatment Device with shield and 90° turnout, Under Step System  | ✓          |           |
| 7. Allows Auto-Regeneration in Motion and On-Demand Regeneration in PTO Mode  | ✓          |           |
| 8. 6 Gallon DEF Tank  | ✓          |           |
| 9. 3-Function Engine Warning Shutdown System for low fluid level  | ✓          |           |
| 10. High engine temperature or low oil pressure   | ✓          |           |
| 11. Front hydraulic pump provision with Stationary Grille.  | ✓          |           |
| <b>Fuel Tank</b>  |            |           |
| 1. 80 Gallon Aluminum, LH   | ✓          |           |
| <b>Transmission</b>   |            |           |
| 1. Allison 3500 RDS, 6-Speed Electronic Automatic, with Water to Oil Transmission Cooler, Vehicle Interface Wiring and PDM with Body Builder Connector, Back of Cab, Electronic Transmission Customer Access Connector Mounted Back of Cab. Synthetic Transmission Fluid. | ✓          |           |

|   | YES                | NO |
|---|--------------------|----|
| <b>Front Axle</b>   |                    |    |
| 1. 16,000# Capacity Front Axle  | ✓                  |    |
| 2. 16,000# Capacity Front Suspension  | ✓                  |    |
| 3. Greased Wheel Seals  | ✓                  |    |
| 4. Shock Absorbers, Double-Acting, Telescopic                                     | ✓                  |    |
| 5. Power Steering   | ✓                  |    |
| <b>Rear Axle and Suspension</b>   |                    |    |
| 1. 30,000# Single-Speed Rear Axle   | 60 DAY LEAD TIME ✓ |    |
| 2. 30,000# Rear Suspension with Helper and Radius Rods                            | ✓                  |    |
| 3. Magnetic Drain and Fill Plugs  | ✓                  |    |
| 4. Wet-Type Rear Wheel Seals  | ✓                  |    |
| 5. Full-Locking Driver Controlled Traction Differential                           | ✓                  |    |
| <b>Frame</b>  |                    |    |
| 1. Heavy-duty Double Channel "C" Frame, with Front Frame Extension for Front Pump | ✓                  |    |
| 2. Extended Heavy-duty Front Bumper, 3-Piece with Collapsible Ends                | NOT 3PIECE ✓       |    |
| 3. Front Tow Hooks  | ✓                  |    |
| 4. 138" CA  | ✓                  |    |
| <b>Brakes</b>   |                    |    |
| 1. Full Air Brakes, Cam-type with ABS and Automatic Slack Adjusters               | ✓                  |    |
| 2. Spring Set Parking Brake   | ✓                  |    |
| 3. Heated Air Dryer   | ✓                  |    |
| 4. 18.7 CFM Air Compressor  | ✓                  |    |
| 5. Brake Dust Shields   | ✓                  |    |
| 6. Front Brakes - 16.5" x 6"  | ✓                  |    |
| 7. Rear Brakes - 16.5" x 7"   | ✓                  |    |
| <b>Electrical</b>   |                    |    |
| 1. 12V Electrical System with Circuit Protectors                                  | ✓                  |    |
| 2. 160 Amp Alternator   | ✓                  |    |
| 3. Three (3) H.D. 760 CCA Batteries, 2280 Total CCA, minimum                      | ✓                  |    |
| 4. Recessed Plug for Engine Block Heater  | ✓                  |    |
| 5. Battery disconnect Feature   | ✓                  |    |
| 6. 97 DB Back-Up Alarm  | ✓                  |    |
| <b>Wheels and Tires</b>   |                    |    |
| 1. 22.5X8 25-10 Hole Hub piloted steel disc wheels painted white                  | ✓                  |    |
| 2. 12R22.5-16PR Front Tires, Goodyear G149, or equal                              | MICHELIN ✓         |    |
| 3. 12R22.5-16PR Rear Tires, Goodyear G244, or equal                               | MICHELIN ✓         |    |

|   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| <b>Cab Equipment</b>  |            |           |
| 1. Tilting Hood & Fenders, with Stationary Bright Finish Grille   | ✓          |           |
| 2. Tinted Glass All Around  | ✓          |           |
| 3. Bright Finish West Coast Mirrors with 8" Convex Spot Mirrors, and RH Down View Mirror  | ✓          |           |
| 4. Variable Speed Windshield Wipers & Washers   | ✓          |           |
| 5. Polished Air Horn with Shield  | ✓          |           |
| 6. Cigar Lighter  | ✓          |           |
| 7. 18" Steering Wheel   | ✓          |           |
| 8. LH & RH Sun Visors   | ✓          |           |
| 9. High-Back Air Suspension Driver's Seat & Stationary 2-Man Passenger Seat with Underseat Storage Compartment  | ✓          |           |
| 10. Adjustable Tilt / Telescoping Steering Column   | ✓          |           |
| 11. Instrumentation: Air Cleaner Restrictor Indicator; Chimes & Warning Lights for Low Oil Pressure, High Engine Temperature and Low Coolant Level & Low Air Pressure | ✓          |           |
| 12. Oil Pressure Gauge, Air Pressure Gauge, Coolant Temperature Gauge, Fuel Gauge, Electronic Speedometer, Electric Tachometer and Voltmeter                          | ✓          |           |
| 13. Transmission Oil Temperature Gauge and Indicator Light  | ✓          |           |
| 14. Integral Air Conditioning with Heater and Defroster   | ✓          |           |
| 15. AM-FM/WB Stereo Radio   | ✓          |           |
| 16. Engine ECM Customer Access Connector mounted Back of Cab with Park Brake and Neutral Interlock  | ✓          |           |
| 17. 10# ABC Fire Extinguisher Mounted   | ✓          |           |
| 18. Safety Reflective Warning Triangle Kit, Cab-Mounted   | ✓          |           |
| 19. Body Builder's Wiring Back of Cab at Frame  | ✓          |           |

**Warranty**

Bidder shall enclose a copy of the warranty on the chassis. Minimum acceptable Warranty shall be 100% coverage on:

|  |   |  |
|--|---|--|
| 1. Total Vehicle – 24 months/Unlimited Mileage   | ✓ |  |
| 2. Engine – 60 months/150,000 Miles              | ✓ |  |
| 3. Drivetrain – 24 months/Unlimited Mileage      | ✓ |  |
| 4. Transmission – 60 months/Unlimited Mileage    | ✓ |  |
| 5. Frame – 60 months/Unlimited Mileage           | ✓ |  |
| 6. Air Conditioner – 24 months/Unlimited Mileage | ✓ |  |

**Body Specifications**

**Capacity and Dimensions**

|  |   |   |
|--|---|---|
| The structural integrity of the body shall allow high density loading of up to 1,000# per cubic yard of normal refuse and have a minimum capacity of 20 cubic yards, exclusive of the tailgate loading area and the space occupied by the ejection panel |   |   |
| 1.   | The hopper shall have a minimum capacity of 3.94 cubic yards          | ✓ |
| 2.   | Maximum overall width shall not exceed 96"                            | ✓ |
| 3.   | Maximum overall length of the body and tailgate shall not exceed 235" | ✓ |
| 4.   | Maximum overall height above the chassis frame shall not exceed 96"   | ✓ |

|  | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| <b>Body Materials</b>  |            |           |
| 1. Body interior will have a smooth floor without a trough   | ✓          | —         |
| 2. The sides and roof shall be smooth  | ✓          | —         |
| 3. The sides and roof shall be of curved stress skin construction interfacing with the corner mainframe bolsters                                       | ✓          | —         |
| 4. All sidewall and roof members shall be continuously welded  | ✓          | —         |
| 5. Body sides shall be a minimum 8 gauge, 80,000 PSI minimum yield steel sheet   | ✓          | —         |
| 6. A roof of a minimum 8 gauge, 80,000 PSI minimum yield steel sheet shall be welded to a full length roof crown rail to contain the high density load | ✓          | —         |
| 7. The body floor shall be fabricated from a minimum 7 gauge, 80,000 PSI minimum yield wear resistant steel  | ✓          | —         |
| 8. Body floor shall be flat full width and must not have inboard guide rails or troughs  | ✓          | —         |
| 9. Long members shall be continuous welded to the floor  | ✓          | —         |
| 10. Cross members will be full width, single piece and interlace through long members  | ✓          | —         |
| 11. The body shall include a left street side access door to provide access to the body interior for inspection and sanitary maintenance               | ✓          | —         |
| 12. Door shall have a fastening mechanism as to not to interfere with the operation of other equipment   | ✓          | —         |

|  |   |   |
|--|---|---|
| <b>Tailgate</b>  |   |   |
| 1. The operating controls shall be designed to accomplish the normal packing cycle in two steps with one-handed operations. The controls also shall provide the operator the capability of complete control of either the packing panel or the sweep blade, as well as the capability to short cycle the compaction cycle.                         | ✓ | — |
| 2. The tailgate shall be top-hinged, and have a loading sill height 3.8" lower than the chassis frame height.  | ✓ | — |
| 3. Tailgate sides shall be fabricated of 3/16" minimum 184,000 PSI tensile strength abrasion resistant steel.  | ✓ | — |
| 4. The hopper floor will be fabricated of ¼" minimum 184,000 PSI tensile strength abrasion resistant steel. The hopper floor lateral reinforcement will consist of a 3/16" 80,000 PSI minimum formed "Z" channel cross member. Forward hopper reinforcements will be provided by a lateral network of 3/16" 80,000 PSI formed steel cross members. | ✓ | — |
| 5. The hopper front face will be fabricated of 184,000 PSI tensile strength abrasion resistant steel resultant thickness of ½".  | ✓ | — |
| 6. The packing blade and the upper panel surfaces shall be fabricated of 3/16" minimum 184,000 PSI tensile strength abrasion resistant steel to assure the capability to resist the shearing and breaking forces of large objects during the compaction cycle.   | ✓ | — |
| 7. The hopper opening width shall be 80" and the height shall be 55".  | ✓ | — |
| 8. Compaction cycle shall be 16-18 seconds and allow for hopper reloading within 6-7 seconds of actuation.   | ✓ | — |
| 9. Tailgate shall mechanically lock to the body with compression latches on each side and provide a water tight seal for at least 14" above the body floor.  | ✓ | — |
| 10. A bolt-on adjustable self-cleaning step and bar shall be provided on each side of hopper.  | ✓ | — |
| 11. Tailgate shall be equipped with tailgate ajar switch with cab light to warn driver when tailgate is partially open.  | ✓ | — |
| 12. LH and RH buzzers shall be provided to allow workers at rear to signal driver.   | ✓ | — |

|   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 13. Forward hinged side doors on each side of the tailgate shall provide access to the outside cylinders. The door shall be easily opened without hand tools. The side doors shall prevent operator contact with the packing mechanism as well as protect the components from the outside elements. | ✓          | —         |

**Packing Blade**

|  |   |   |
|--|---|---|
| Each hopper full of materials shall be compressed between the packing blade, upper panel and ejector panel. The ejector panel shall be automatically advanced by an ejector unload valve. This shall ensure maximum packing pressure will be achieved with each cycle during compaction from the first to the final hopper load to assure uniform density throughout the load. No operator attention shall be required to advance the panel as the body fills. | ✓ | — |
| 1. A device to raise engine speed during packing cycle shall be supplied.  | ✓ | — |
| 2. Wear shoes or rollers are not acceptable in this high compaction zone.  | ✓ | — |

**Discharge of Load**

|  |   |   |
|--|---|---|
| Discharge shall be by positive ejection without the assistance of clamps, bars, etc.; ejector plate shall be 11 gauge, 50,000 PSI steel; the ejector cylinder shall be a double-acting four-stage telescopic cylinder with a 6" bore and be controllable in both directions at all time during body loading; ejector tailgate raise controls shall be located outside of the body; plastic (non-metallic) ejector shoe material is not acceptable. | ✓ | — |
| 1. A device to raise engine speed during packing cycle shall be supplied.  | ✓ | — |

**Hydraulic System**

|   |   |   |
|---|---|---|
| The operating mechanism shall be actuated by power-supplied by a heavy duty front mounted hydraulic pump equipped with engine over speed controls. Pump shall have a minimum capacity of 42 GPM.  | ✓ | — |
| 1. A shut-off gate valve shall be in the suction line between the reservoir and the pump.   | ✓ | — |
| 2. All hydraulic hoses shall be SAE standard with a burst ratio of at least 4:1.  | ✓ | — |
| All hydraulic hoses shall conform to SAE standards for designed pressure. Bends shall not be less than recommended by SAE standards. Flat spots in hoses will not be acceptable. Fabric guard covering shall be installed over all high pressure hoses.                         | ✓ | — |
| 3. Reservoir shall be frame mounted underneath the body and equipped with sight gauge and temperature gauge. Reservoir shall have a gross capacity of 50 gallons filled with hydraulic fluid.   | ✓ | — |
| 4. Reservoir shall be complete with a screened pipe and cap, filter breather, clean out cover, and shut-off valve.  | ✓ | — |
| System shall be equipped with a 100 mesh replaceable suction line filter and a 3 micron return line filter. The return line filter shall also include an in-cab filter bypass monitor which shall alert the operator or service personnel when the filter needs to be replaced. | ✓ | — |
| 5. All hydraulic tubes shall be securely clamped to prevent vibration, abrasion, and excessive noise.   | ✓ | — |

**Hydraulic Cylinders**

|   |   |   |
|---|---|---|
| 1. All cylinders must have manufacturer's working pressure rating of no less than 2,500 PSI.  | ✓ | — |
| 2. All cylinders shall have chrome plated piston rods and sleeves. Cylinders shall be induction hardened to a surface hardness of 55-60 Rockwell C scale. | ✓ | — |
| 3. Pin mounting connections shall incorporate hardened steel bushings with grease provisions.   | ✓ | — |

|  | <b>YES</b> | <b>NO</b> |
|--|------------|-----------|
| 4. All cylinders shall be capable of producing the following minimum cylinder forces:  | ✓          |           |
| a. packing cylinders – 49,050# each  | ✓          |           |
| b. sweep cylinders – 59,350# each  | ✓          |           |
| c. ejection cylinder – 70,650# each  | ✓          |           |
| 5. All cylinders will carry a minimum 100% parts and labor warranty of five (5) years. | ✓          |           |

**Lights**

|   |   |  |
|---|---|--|
| 1. Unit shall be supplied with lights and reflectors in accordance with FMVSS #108 and all DOT regulations. All body lights shall be LED type.                                    | ✓ |  |
| 2. Amber strobe lights shall be mounted on the unit, one (1) at the top front of the body and one at the top rear of the body. Strobe warning lights shall have an in-cab switch. | ✓ |  |
| 3. Body shall also be equipped with duplicate stop, turn and taillights above and below the hopper.   | ✓ |  |
| 4. Body shall be equipped with two (2) hopper LED floodlights with in-cab switch.   | ✓ |  |

**Hydraulic Cart Dumpers**

|  |   |  |
|--|---|--|
| 1. Dumpers shall be suitable for mounting on rear loading refuse body for dumping 90+ gallon semi-automated containers without modifications or adjustments.                                 | ✓ |  |
| 2. Mounting bracket shall provide a hydraulic quick release feature that allows the dumper units to be released if the dumper shall strike a protrusion while the unit is in forward motion. | ✓ |  |
| 3. Main lift cylinder shall provide total cycle time of 8-10 seconds.  | ✓ |  |
| 4. Dumper shell shall be constructed of 3/8" steel and all metal-on-metal moving parts shall be equipped with hard steel self-aligning ball bushings and zerke fittings.                     | ✓ |  |
| 5. Dumper shall have a minimum capacity of 400 lbs.  | ✓ |  |
| 6. Dumper shall have a dump angle of 50 degrees, minimum.  | ✓ |  |
| 7. Dumper linkage shall feature a spring shock system with a rotating lower bar allowing ground release and spring loaded linkage arms dampening any transitional shock.                     | ✓ |  |
| 8. Two (2) dumpers shall be installed on each body and mounted so as to allow independent operation of each dumper.  | ✓ |  |
| 9. Dumpers shall be actuated by control valves to allow positive control of the dumper during the entire dump cycle.   | ✓ |  |

**Mounting and Painting**

|  |   |  |
|--|---|--|
| 1. Unit shall be installed within accepted industry standards. There shall be no welding on the chassis frame in the mounting of the body or its components. | ✓ |  |
| 2. The entire body shall be properly cleaned of all dirt, grease and weld slag. Cleaning shall be in keeping with accepted industry practices.               | ✓ |  |
| 3. Entire body shall be sealed with Henkel Dry-In-Place Seal.  | ✓ |  |
| 4. Body shall then be coated using DuPont colar epoxy polyamide primer-sealer.   | ✓ |  |
| 5. Top coat shall be DuPont Imron Elite polyurethane enamel to match cab.  | ✓ |  |
| 6. Body shall be equipped with highly reflective conspicuity tape, outlining the sides and rear of the body and hopper.                                      | ✓ |  |

**Warranty**

Bidder shall enclose a copy of the warranty on the body. Minimum acceptable warranty shall be 100% coverage on:

|                                    | <u>YES</u>                          | <u>NO</u>                |
|------------------------------------|-------------------------------------|--------------------------|
| 1. Total Body – 12 months          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Hydraulic Cylinders – 60 months | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

# Agenda Action Form Paducah City Commission

Meeting Date: August 25, 2020

**Short Title:** Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance and Property Insurance Coverage. Total cost of all premiums is \$1,222,548.49 - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

**Background Information:** Each year the City of Paducah receives from the Kentucky League of Cities the invoices for payment of premiums to cover these areas. Total Fiscal Year 2020-2021 (FY 2021) premiums are for the following: (1) Workers' Compensation \$519,393.80, (2) Liability Insurance \$584,259.51, (3) Property Insurance Coverage \$118,895.18. The Health Department to reimburse \$3,030.25 for property expenses associated with coverage of the Health Department. Paxton Park Golf Course to reimburse \$3,975.87 for property expenses associated with the Golf Park Course.

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

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

Funds Available:   Account Name:  
                                  Account Number:

**Staff Recommendation:** Recommend to continue with Kentucky League of Cities Insurance Coverage.

**Attachments:**

1.    8 25 2020 Invoices for Commission
2.    insurance – klc fy2021

## **PAYMENT OPTIONS**

KLC Insurance Services (**KLCIS**) is pleased to offer two (2) payment plan options in addition to paying your premium in full. The KLCIS Board of Directors has voted to suspend all installment fees for the 20-21 policy period due to the COVID-19 pandemic. KLCIS has requested and received a temporary waiver from the Kentucky Department of Insurance on collecting a minimum of 25% of the workers' compensation premium at the beginning of the policy term to provide some additional cash flow relief.

Please see payment in full option below and the other payment options on the following pages. A new item this year is the **PAYMENT OPTIONS PAGE**. Please select a payment plan, sign, date and return to Beth Marsh at [bmarsh@klc.org](mailto:bmarsh@klc.org) by July 1, 2020. A monthly statement will be emailed to you based on the option you select.

### ***Payment In Full***

***Due: 8/1/2020***

---

### ***Workers' Compensation***

*Policy Number W5429-2020-18974*

*Premium Due \$ 519,393.80*

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### ***Liability***

*Policy Number L5429-2020-19588*

*Premium Due \$ 584,259.51*

---

### ***Property***

*Policy Number P5429-2020-19593*

*Premium Due \$ 118,895.18*

---

**GRAND TOTAL PREMIUM DUE – ALL POLICIES \$ 1,222,548.49**

***Due 8/1/2020***

If you have any questions regarding payment plans, please contact Beth Marsh at [bmarsh@klc.org](mailto:bmarsh@klc.org) or (859) 977-4114.



**Workers Compensation Invoice**



**Kentucky League of Cities  
Insurance Services**

F.E.I.N. 61-1238903

Telephone: (800) 876-4552  
(859) 977-3700

**Make check payable and mail to:  
Kentucky League of Cities Insurance Services  
P.O. Box 34108  
Lexington, KY 40588**

**City Of Paducah  
P.O. Box 2267  
Paducah, KY 42002**

**Invoice Number: W5429-2020-18974-0**

**Date: 8/6/2020**

| Policy Number and Description  | Amount        |
|--|---------------|
| Policy Period: 7/1/2020-7/1/2021<br>Policy Number: W5429-2020-18974  | \$ 519,393.80 |
| A 5% late charge will be assessed on all late payments.  |               |
| Unless Payment is received when due, coverage provided by this policy may be cancelled for nonpayment retroactive to the beginning of the policy inception date. |               |
| Amount Due By 8/1/2020   | \$ 519,393.80 |

**Peel & Holland, Inc.  
P.O. Box 427  
Benton, KY 42025**

**Return Original With Payment**

**Liability Invoice**



**Kentucky League of Cities  
Insurance Services**

F.E.I.N. 61-1238903

Telephone: (800) 876-4552  
(859) 977-3700

**Make check payable and mail to:  
Kentucky League of Cities Insurance Services  
P.O. Box 34108  
Lexington, KY 40588**

**City Of Paducah  
P.O. Box 2267  
Paducah, KY 42002**

**Invoice Number: L5429-2020-19588-0**

**Date: 8/6/2020**

| Policy Number and Description  | Amount        |
|--|---------------|
| Policy Period: 7/1/2020-7/1/2021<br>Policy Number: L5429-2020-19588  | \$ 584,259.51 |
| A 5% late charge will be assessed on all late payments.  |               |
| Unless Payment is received when due, coverage provided by this policy may be cancelled for nonpayment retroactive to the beginning of the policy inception date. |               |
| Amount Due By 8/1/2020   | \$ 584,259.51 |

**Peel & Holland, Inc.  
P.O. Box 427  
Benton, KY 42025**

**Return Original With Payment**

Property Invoice



**Kentucky League of Cities  
Insurance Services**

F.E.I.N. 61-1238903

Telephone: (800) 876-4552  
(859) 977-3700

Make check payable and mail to:  
Kentucky League of Cities Insurance Services  
P.O. Box 34108  
Lexington, KY 40588

City Of Paducah  
P.O. Box 2267  
Paducah, KY 42002

Invoice Number: P5429-2020-19593-0

Date: 8/6/2020

| Policy Number and Description  | Amount        |
|--|---------------|
| Policy Period: 7/1/2020-7/1/2021<br>Policy Number: P5429-2020-19593  | \$ 118,895.18 |
| A 5% late charge will be assessed on all late payments.  |               |
| Unless Payment is received when due, coverage provided by this policy may be cancelled for nonpayment retroactive to the beginning of the policy inception date. |               |
| Amount Due By 8/1/2020   | \$ 118,895.18 |

Peel & Holland, Inc.  
P.O. Box 427  
Benton, KY 42025

**Return Original With Payment**

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

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE IN A TOTAL AMOUNT OF \$1,222,548.49 FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to pay Kentucky League of Cities in the total amount of \$1,222,548.49 for Workers' Compensation, Liability Insurance, and Property Insurance Coverage for the City of Paducah for Fiscal Year ending June 30, 2021, for the following policies:

|                       |              |
|-----------------------|--------------|
| Workers' Compensation | \$519,393.80 |
| Liability Insurance   | \$584,259.51 |
| Property Insurance    | \$118,895.18 |

SECTION 2. This expenditure shall be charged to the Insurance Fund accounts. The Health Department will reimburse \$3,030.25 for property expenses associated with coverage of the Health Department. Paxton Park Golf Course will reimburse \$3,975.87 for property expenses associated with the Golf Park Course.

SECTION 3. That the City of Paducah hereby authorizes the Mayor to execute all documents related to the Kentucky League of Cities Worker's Compensation, Liability Insurance and Property Insurance Coverage for FY2021 as authorized in Section 1 above.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners, August 25, 2020  
Recorded by Lindsay Parish, City Clerk, August 25, 2020  
\mo\insurance – klc fy2021

# Agenda Action Form Paducah City Commission

Meeting Date: August 25, 2020

**Short Title:** Acceptance of a Community Development Block Grant in the amount of \$200,000 on behalf of Four Rivers Behavioral Health's CenterPoint Recovery Center - **T WILSON**

**Category:** Municipal Order

Staff Work By: Ty Wilson  
Presentation By: Ty Wilson

**Background Information:** The Department for Local Government (DLG) has approved a grant of \$200,000 to the Four Rivers Behavioral Health Recovery Center (CenterPoint Recovery Center). The funding comes through the 2020 funding cycle from the U.S. Housing and Urban Development's (HUD) Community Development Block (CDBG) Program. Funds are designated for various program areas including Community Projects, Community Emergency Relief Fund, Economic Development, Housing, and Public Services.

The City of Paducah adopted Municipal Order 2345 on June 9, 2020, approving the City to apply for the CDBG Grant on behalf of Four Rivers Behavioral Health. Four Rivers will provide matching funds from various sources. An administration fee of \$2,500 will be paid to the City for maintaining and providing administration of the funding.

There are no City funds required.

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

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

Does this Agenda Action Item align with a Strategic Plan Action Step? No  
If yes, please list the Action Step Item Codes(s):

Funds Available:   Account Name:  
  Account Number:

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

**Attachments:**

1. Municipal Order
2. Paducah 20-006 Grant Contract
3. KY CDBG\_4-2\_Procurement Code\_2020
4. Legally Binding Agreement 20
5. RESIDENTIAL ANTIDISPLACEMENT\_2020

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

A MUNICIPAL ORDER ACCEPTING A 2020 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS RECOVERY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL REQUIRED GRANT AWARD DOCUMENTS

WHEREAS, the City of Paducah applied for a FY2020 Community Development Grant through the Department for Local Government, adopted by Municipal Order No. 2345, on June 9, 2020, on behalf of the Four Rivers Recovery Center; and

WHEREAS, The Department for Local Government has approved the application and is now ready to award this grant.

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

SECTION 1. That the City of Paducah hereby accepts grant funds for a Community Development Block Grant through the Department for Local Development in the amount of \$200,000 on behalf of Four Rivers Behavioral Health for the Four Rivers Recovery Center for personnel expenses. Funds will be matched by Four Rivers Behavioral Health. An administration fee of \$2,500 will be paid to the City of Paducah for maintaining and monitoring this funding. No local match is required.

SECTION 2. That the City of Paducah hereby authorizes and directs the Mayor to execute the Grant Agreement with the Department for Local Government, Residential Anti-Displacement and Relocation Assistance Plan, KCDBG Procurement Code, and Legally Binding Agreement with Four Rivers Behavioral Health Recovery Center and all required grant award documents.

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

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners August 25, 2020

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

\mo\grants\acceptance cdbg-four rivers recovery center project 8-2020



# Commonwealth of Kentucky CONTRACT

|                       |     |            |                   |                     |
|-----------------------|-----|------------|-------------------|---------------------|
| <b>DOC ID NUMBER:</b> |     |            | <b>Version:</b> 1 | <b>Record Date:</b> |
| PON2                  | 112 | 2100000433 |                   |                     |

|                          |  |
|--------------------------|--|
| Document Description:    | Paducah Center Point 20-006                  |
| Cited Authority:         | KRS147A.002<br>Community Block Grant Program |
| Reason for Modification: |  |

|                        |                     |
|------------------------|---------------------|
| <b>Issuer Contact:</b> |                     |
| Name:                  | Olivia Clark        |
| Phone:                 | 502-573-2686        |
| E-mail:                | olivia.clark@ky.gov |

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

**Effective From:** 2020-08-24      **Effective To:** 2023-07-15

| Line Item | Delivery Date | Quantity | Unit | Description                 | Unit Price | Contract Amount | Total Price  |
|-----------|---------------|----------|------|-----------------------------|------------|-----------------|--------------|
| 1         |               | 0.00000  |      | Paducah Center Point 20-006 | \$0.000000 | \$200,000.00    | \$200,000.00 |

**Extended Description:**

Location: Paducah, McCracken County, KY  
Operating costs for the Center Point Recovery Center

| <b>Shipping Information:</b>   |    |       | <b>Billing Information:</b>  |    |       |
|--|----|-------|--|----|-------|
| Department for Local Government - Office of Grants<br>100 Airport Rd, 3rd Fl |    |       | Department for Local Government - Office of Grants<br>100 Airport Rd, 3rd Fl |    |       |
| Frankfort  | KY | 40601 | Frankfort  | KY | 40601 |

|                               |                     |
|-------------------------------|---------------------|
| <b>TOTAL CONTRACT AMOUNT:</b> | <b>\$200,000.00</b> |
|-------------------------------|---------------------|

|            | <i>Document Description</i> | <i>Page 2</i> |
|------------|-----------------------------|---------------|
| 2100000433 | Paducah Center Point 20-006 |               |

## **GRANT INFORMATION AND IDENTIFICATION**

Grant Agreement Number: 20-006

Subrecipient: City of Paducah

Project Name: CenterPoint Recovery Center

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

Pass-Through Agency: Kentucky Department for Local Government

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

CFDA Number: 14.228

Award Year: 2020

|            | <i>Document Description</i>        | <i>Page 3</i> |
|------------|------------------------------------|---------------|
| 2100000433 | <i>Paducah Center Point 20-006</i> |               |

This Grant Agreement (GA) is entered into, by and between the Commonwealth of Kentucky, Department for Local Government (“the Commonwealth”) and the City of Paducah (“the Recipient/Contractor”) to establish an agreement for CenterPoint Recovery Center. The initial GA is effective from August 24, 2020 through July 15 2023.

**Scope of Services:**

Operating costs for the CenterPoint Recovery Center.

**Pricing:**

Community Development Block Grant – not to exceed: \$200,000

Project costs: \$190,000

Administration Costs: \$10,000

|            | <i>Document Description</i>        | <i>Page 4</i> |
|------------|------------------------------------|---------------|
| 2100000433 | <i>Paducah Center Point 20-006</i> |               |

## **GRANT AGREEMENT**

### **1. GENERAL PROVISIONS**

#### **A. Contents of Agreement**

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

#### **B. General Definitions**

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

(1)"Act" means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended.

(2)"Application" means the Commonwealth Small Cities Community Development Block Grant (CDBG) Application, and such other submittals, as are specified in Exhibit A of this Grant Agreement.

(3)"CDBG" means a grant guided by Title I of the Housing and Community Development Act of 1974, as amended and those regulations set forth in 24 CFR Part 570, Subpart I, as may be

|            |                                    |               |
|------------|------------------------------------|---------------|
|            | <i>Document Description</i>        | <i>Page 5</i> |
| 2100000433 | <i>Paducah Center Point 20-006</i> |               |

amended from time to time and all other applicable Federal and State regulations and laws and assurances signed by Recipient at the time the Recipient's Application was submitted.

(4)"Commonwealth" when not used to designate the territory of the Commonwealth of Kentucky shall mean the Department for Local Government, its Commissioner, or any other person to whom the Commissioner has delegated authority to act with respect to matters covered by this Agreement.

(5)"Default" means any default set forth in Section 6-A to this Agreement.

(6)"Eligible Costs" means costs for the activities specified in Exhibit B of this Agreement for which grant funds are budgeted as specified in Exhibit C of this Agreement, provided that such costs (i) are incurred in connection with any activity which is eligible under Section 105A of Title I of the Act, and (ii) conform to the requirements of Attachment B of Office of Management and Budget Circular Omni Circular (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be amended from time to time. For purposes of determining the conformity of costs to said Attachment B, all costs set forth in Section C thereof may be considered eligible without prior approval of the Commonwealth.

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

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

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

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

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

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

(13)"Program Income" means the CDBG portion of: (i) any income earned by Recipient, or an agent or agency of Recipient, from the disposition of real or personal property acquired in whole or in part with grant funds; (ii) the repayment proceeds (including principal and interest) of any

|            |                                    |               |
|------------|------------------------------------|---------------|
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| 2100000433 | <i>Paducah Center Point 20-006</i> |               |

loan made in whole or part with grant funds; (iii) any other revenues defined as program income in 24 CFR Part 570, Subpart J. The "CDBG portion" means an amount computed by applying the percentage of participation of CDBG funds (i) in the acquisition cost of the property to the total income from the disposition of such property, (ii) in the amount of the loan to the total repayment proceeds of such loan, or, (iii) in the cost of an activity to the total income from such activity.

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

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

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

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

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

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

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

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

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

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

|            | <i>Document Description</i> | <i>Page 7</i> |
|------------|-----------------------------|---------------|
| 2100000433 | Paducah Center Point 20-006 |               |

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

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

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

(1)“All Program Income shall be retained by the local governmental Recipient, unless specifically directed otherwise by the Department for Local Government.”

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

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

### **3. DISBURSEMENT OF GRANT FUNDS**

#### A. Authorization

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

(2)The Recipient is authorized to draw grant funds only in accordance with the provisions of this Agreement and the procedures established by the Commonwealth. No payment by the Commonwealth of an improper or unauthorized draw to the Recipient shall constitute a waiver of the right of the Commonwealth to challenge the validity of said draw, to enforce all rights and

|            | <i>Document Description</i>        | <i>Page 8</i> |
|------------|------------------------------------|---------------|
| 2100000433 | <i>Paducah Center Point 20-006</i> |               |

remedies set forth in the Agreement, or take corrective or remedial administrative action, which action may include, without limitation, suspension or termination of the Recipient's funding under this Agreement.

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

#### B. Incurring Costs for Project Activities

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

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

(3)Prior to the issuance by the Commonwealth of the environmental releases required by 24 CFR Part 58, the Recipient may not use any funds, including local funds, to take any action with respect to the Project where such action might have an adverse environmental effect, would limit choices among competing alternatives, or might alter the environmental premises on which the pending clearance is based in such a fashion that the validity of the conclusions to be reached would be affected.

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

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

(1)The Commonwealth has issued the environmental clearance required by 24 CFR Part 58,

(2)The Commonwealth has approved the required evidentiary materials specified in Exhibit D of the Agreement,

|            | <i>Document Description</i>        | <i>Page 9</i> |
|------------|------------------------------------|---------------|
| 2100000433 | <i>Paducah Center Point 20-006</i> |               |

(3)The Commonwealth has authorized, per the executed Notice of Approval of Evidentiary Materials and Release of Funds, the Recipient's ability to draw grant funds,

(4)Recipient shall have submitted all certifications and materials required as conditions precedent to Recipient's authority to pay costs out of grant funds,

(5)If authorized by Exhibit D herein and if the Commonwealth finds Recipient has timely and acceptably submitted the evidentiary materials in Exhibit D herein, approved same, and if no default has occurred, as defined in Section 6-A herein, and

(6)Recipient has not been served by the Commonwealth with notice of Recipient's suspension of authority to so draw the grant funds nor is in breach of its obligation to report a default.

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

##### **A. Recipient's Representations and Warranties**

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

(1)The Recipient is duly organized and validly existing under the laws of the Commonwealth, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations.

(2)A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient.

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

|            |                                    |                |
|------------|------------------------------------|----------------|
|            | <i>Document Description</i>        | <i>Page 10</i> |
| 2100000433 | <i>Paducah Center Point 20-006</i> |                |

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

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

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

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

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

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

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Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

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

#### C. Commonwealth Approval of Amendments

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

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D. Notification and Action upon Default

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

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

**5. INSPECTION AND REVIEW**

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

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

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

B. Site Visits

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

C. Reports

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

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## **6. DEFAULTS AND REMEDIES**

### **A. Defaults**

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

### **B. Remedies Upon Default**

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

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

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

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

## **7. EVIDENTIARY MATERIALS**

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A. Commitments of Participating Parties and Subrecipients

(1) In selecting the Recipient for the award of this grant, the Commonwealth has relied, in material part, upon the representations of the Recipient and Participating Parties or Subrecipients, that the Recipient and the Participating Parties or Subrecipients (i) will carry out certain activities connected with the Project; (ii) will complete those activities; (iii) have, or will have, the financial capability to assure the carrying out of the activities to the completion; and (iv) will invest, or cause to be invested, a specific value amount in the Project.

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

B. Form of Documentary Evidence

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

**8. MISCELLANEOUS**

A. Notice

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

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

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

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

B. Assignment

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

#### C. Successors Bounds

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

#### D. Remedies Not Impaired

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

#### E. Cumulative Remedies

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

#### F. Severability

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

#### G. Entire Agreement

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

#### H. Table of Contents; Titles and Headings

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

I. Amendment of this Agreement

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

J. Governing Law

This Agreement as it may affect the rights, remedies, duties, and obligations of the Commonwealth shall be governed by and construed in accordance with Federal and State law. Insofar as Federal law does not apply, the provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

K. Waiver by the Commonwealth

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

L. Termination of Agreement

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

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#### M. Enforceability

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

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

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

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

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

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**Memorandum of Agreement Standard Terms and Conditions  
Revised December 2019**

**1.00 Effective Date:**

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

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 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.

**3.00 Cancellation clause:**

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

**4.00 Funding Out Provision:**

The state agency may terminate this agreement 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 agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

**5.00 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

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

**6.00 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).

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

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

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

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

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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 agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

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

Contractor must check one:

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

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

**8.00 Discrimination:**

This section applies only to agreements 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 agreement, 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,

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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 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 agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the 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 may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

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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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## 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.

### **FIRST PARTY:**

Department for Local Government  
100 Airport Road, 3<sup>rd</sup> Floor  
Frankfort, Kentucky 40601

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Dennis Keene, Commissioner  
Department for Local Government

### **SECOND PARTY:**

City of Paducah  
Post Office Box 2267  
Paducah, Kentucky 42002-2267

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Brandi Harless  
Mayor, City of Paducah

### **Examined for Form and Legality Only:**

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Matt Stephens, Counsel  
Department for Local Government

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Counsel, City of Paducah

## KCDBG PROCUREMENT CODE

All procurements made by City of Paducah (hereafter referred to as "Grantee/ Subrecipient") involving the expenditure of local, state and federal funds on CDBG Project 2020 Four Rivers Recovery Center shall be made in accordance with the following procurement standards.

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

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

### 1. Methods for Procurement

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

#### A. SMALL PURCHASES

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

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

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

#### B. COMPETITIVE SEALED BIDS

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

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

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

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

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

#### Bid Overages:

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

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

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

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

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

#### C. COMPETITIVE NEGOTIATION

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

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

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

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

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

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

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

#### D. NON-COMPETITIVE NEGOTIATIONS

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

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

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

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

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

## II. CONTRACTS

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

## III. DOCUMENTATION

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

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

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

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

## VI. SECTION 3

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

## VII. CODE OF CONDUCT

### A. CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

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

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

#### B. PENALTIES

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

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

ADOPTED THIS 25<sup>th</sup> DAY OF AUGUST, 2020.

---

Brandi Harless, Mayor

## Legally Binding Agreement

This agreement entered into this 25<sup>th</sup> day of August, 2020, by and between the City of Paducah, hereinafter referred to as the Recipient, and Four River Behavioral Health, LLC., hereinafter referred to as the Participating Party. This agreement is being executed in two original contracts, each of which is deemed an original.

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

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

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

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

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

The Recipient agrees as follows:

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

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

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

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

The Participating Party agrees as follows:

- a) Participating Party shall provide alcohol and drug recovery services in a social model setting. These programs and services include housing, detox, life skills, and other educational classes.
- b) Participating Party shall assure and grant access to employment records by the Recipient and the Commonwealth of for the sole purpose of confirming compliance with job requirements set forth in Exhibit A and CDBG benefit requirements.
- c) Participating Party shall assure that the recapture of CDBG funds will be deposited in a Revolving Fund Account (RF). Recaptured funds will be used for activities set forth in the application dated July 14, 2020. The Participating Party shall assure compliance with proper accounting and reporting requirements related thereto. The Participating Party shall obtain project approval from the Recipient for the expenditure of funds as specified in the RF document.
- d) To maintain for a period of five years following project closeout all financial records and documents relative to disbursement of any CDBG or other funds identified in and required by the Grant Agreement. Such records include, but are not limited to, ledgers, bank statements, contracts, invoices and reports.
- e) To grant access to inspect, copy, audit and examine at all reasonable times employment and financial records to any duly authorized representative of the Commonwealth, HUD, Inspector General and General Accounting Office of the United States, for a period of up to five years following completion of the close out.
- f) To comply with all State and Federal laws and regulation pertinent to the project.

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

a) That no transfer of grant funds by the Recipient to the Participating Party shall be or be deemed an assignment of grant funds, and that the Participating Party shall neither succeed to any rights, benefits, or advantages of the Recipient under the terms of the hereinabove described Grant Agreement nor attain any rights, privileges, authorities or interest in or under the said agreement.

b) That the Participating Party acknowledges nothing contained in the said agreement, nor is any contract between the parties hereto, nor any act of the Commonwealth, the Recipient or any other party shall be deemed or construed to create any relationship or third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or any association or relationship involving the Commonwealth.

c) That the Recipient shall not be liable to the Participating Party or any party except the Commonwealth, for the completion of, or the failure to complete, any activities which are a part of the project herein contemplated, except those specified in Exhibit B, of the said Grant Agreement.

d) None of the Participating Party's agents, members, officers, subcontracts, or proceeds thereof, for work to be performed in connection with the project herein contemplated at any time during or after such person's tenure with the Participating Party.

e) The obligations of the parties are totally contingent upon the obtaining of a Release of Funds from the Department of Local Government and no project activities other than environmentally exempt activities may occur until the release is achieved.

f) Recipient, Participating Party agree and accept that all applicable provisions of the Grant Agreement are incorporated into and made a part of this Legally Binding Agreement, including that the Four Rivers Behavioral Health and CenterPoint Recovery Center facilities will at no time be utilized for general government purposes.

### **Legally Binding Agreement**

This Agreement being formally adopted this 25<sup>th</sup> day of August, 2020:

Recipient:

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

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

State of Kentucky  
County of McCracken

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

\_\_\_\_\_ by and through resolution, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
Title

My Commission Expires:

\_\_\_\_\_

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

Participating Party:

\_\_\_\_\_  
Terry Hudspeth, President/CEO

State of Kentucky  
County of McCracken

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

\_\_\_\_\_ by and through resolution , on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
Title

My Commission expires:

\_\_\_\_\_

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

**RESIDENTIAL ANTIDISPLACEMENT AND  
RELOCATION ASSISTANCE PLAN**

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

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

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

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

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

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

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

Adopted by the City of Paducah this 25<sup>th</sup> day of August, 2020.

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

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

# Agenda Action Form

## Paducah City Commission

Meeting Date: August 25, 2020

Short Title: Approve Flood Pump Station #2 Rehabilitation Construction Rebid Award in an amount of \$4,500,000 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Kyle Guthrie, HDR, Sheryl Chino, HDR  
Presentation By: Rick Murphy

**Background Information:** On May 3, 2018, the City of Paducah entered into a construction contract with Huffman Construction, LLC for the Pump Station #2 Rehabilitation Project as authorized by Ordinance 2018-04-8523. On March 13, 2020, HDR Engineering on behalf of the City of Paducah issued a stop work order to Huffman Construction for work on the Pump Station #2 Rehabilitation project due to non-responsiveness on the part of Huffman Construction to inquiries regarding non-payment of vendors. On May 6, 2020, the City notified Huffman Construction of a declaration of default through letter prepared by David Kelly as legal counsel to the City. The City subsequently terminated the contract with Huffman Construction through ratification by the Paducah Board of Commissioners of Ordinance 2020-05-8638 on May 26, 2020.

On July 28, 2020, the Engineering Department opened bids for the Flood Pump Station #2 Rehabilitation project. Three (3) bids were received as follows:

- CJ Mahan Construction Company, LLC: \$4,392,300.00
- Pace Contracting, LLC: \$4,500,000.00
- Crowder Construction Company: \$4,743,000

CJ Mahan's bid was rejected after being considered non-responsive due to an exclusion statement being included in their bid proposal on a lump sum bid. Pace Contracting's bid was the next lowest and as such is considered the lowest responsive bid. It is imperative that the City finalize the construction contract and get the project moving forward as quickly as possible. Pump Station #2 is currently at 50% of its maximum capacity and the lead time for the replacement pumps is 32-36 weeks. Work must be performed during July-August of 2021 due to Ohio River stages.

HDR Engineering, the Design Engineer of Record, vetted each bid for responsiveness and compliance with grant authorities and to ensure all bid components were accurately submitted. After careful consideration, HDR Engineering recommends Pace Contracting, LLC be awarded the project on the basis that Pace Contracting is the lowest responsive bidder as well as has similar project experience, capacity to perform the project scope and the necessary resources to deliver a successful project.

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

If yes, please list the Action Step Item Codes(s): I-2: Continue implementation of the USACE/City of Paducah \$32M Local Flood Protection Project (LFPP) Restoration

Funds Available: Account Name: Pump Station #2 Rehab

Account Number: FW0014

**Staff Recommendation:** Authorize the Mayor to execute a contract with Pace Contracting, LLC in the amount of \$4,500,000.00 and authorize the Mayor to sign all necessary documents that correspond to the contract.

**Attachments:**

1. Ordinance
2. Paducah PS #2 contract\_Pace
3. Paducah PS #2 Bid Evaluation Letter
4. Paducah Pump Station #2 Rejection of Bid Letter\_8.12.20
5. CJ Mahan Proposal - Signed
6. Pace Bid Proposal - Paducah PS #2 Rebid
7. FPS #2 Bid Crowder Construction 07.28.20

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

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH PACE CONTRACTING, LLC, IN THE AMOUNT OF \$4,500,000, FOR THE PUMP STATION #2 REHABILITATION PROJECT, AUTHORIZING THE EXECUTION OF ALL RELATED DOCUMENTS AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, on May 3, 2018, the City of Paducah entered into a construction contract with Huffman Construction, LLC for the Pump Station #2 Rehabilitation Project as authorized by Ordinance 2018-04-8523; and

WHEREAS, on March 13, 2020, HDR Engineering on behalf of the City of Paducah issued a stop work order to Huffman Construction for work on the Pump Station #2 Rehabilitation project due to non-responsiveness on the part of Huffman Construction to inquiries regarding non-payment of vendors; and

WHEREAS, on May 6, 2020, the City notified Huffman Construction of a declaration of default through letter prepared by David Kelly as legal counsel to the City. The termination of the contract with Huffman Construction was ratified by the Paducah Board of Commissioners by Ordinance 2020-05-8638 on May 26, 2020; and

WHEREAS, on July 28, 2020, the Engineering Department opened bids for the Flood Pump Station #2 Rehabilitation project; and

WHEREAS, HDR Engineering recommends Pace Contracting, LLC be awarded the project on the basis that Pace Contracting is the lowest responsive bidder and the understanding Pace Contracting is capable of performing the project scope and necessary resources to deliver a successful project; and

WHEREAS, lead times for the replacement pumps is 32-36 weeks and work must be performed during July-August of 2021 due to Ohio River stages.

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

**SECTION 1. Authorization.** That the City of Paducah accepts the bid and hereby authorizes and directs the Mayor to execute a contract on behalf of the City with Pace Contracting, LLC in an amount of \$4,500,000, for the Flood Pump Station # 2 Rehabilitation Project said bid being in substantial compliance with the bid specifications, and as contained in

the bid of Pace Contracting, LLC, dated July 28, 2020. The expenditure shall be charged to Pump Station #2 Rehab Project Account # FW0014.

**SECTION 2. Emergency Declared.** Pursuant to KRS 83A.060, the City Commission suspends the requirement of a second reading of this ordinance. As grounds therefor, the City Commission does hereby declare an emergency to exist due lead time for ordering replacement pumps and the need for the work to be performed in July-August of 2021. At present, the pump facility is at 50% its maximum capacity and the lead time for ordering replacement pumps is 32-36 weeks in advance. The work necessary to complete the project will need to be performed in the July-August of 2021 time frame due to the impact of the Ohio River stages. Any delay in retaining a contractor could impact this time frame so that the project would not be able to be completed until the July-August 2022 time frame if the contractor is not retained forthwith.

**SECTION 3. Effective Date.** This ordinance shall become effective immediately upon its adoption by affirmative vote of 2/3 or more of the legislative body.

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

ATTEST:

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

Introduced & Adopted by the Board of Commissioners \_\_\_\_\_

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

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

ORD\Eng\Emergency- Flood Pump Station #2 Rehab – Pace Contracting 8-2020

## XII. Contract Form

THIS AGREEMENT, made this \_\_\_\_\_ day of August, 2020, by and between City of Paducah, Herein called "Owner,"  
(Corporate Name of Owner

herein through its \_\_\_\_\_, and

Pace Contracting, LLC

~~STRIKE OUT~~ (~~a corporation~~) (~~a partnership~~) (limited liability company)  
~~INAPPLICABLE~~ (~~an individual doing business as~~ \_\_\_\_\_)  
TERMS \_\_\_\_\_

of Louisville, County of Jefferson, and State of Kentucky  
hereinafter called "Contractor"

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, both as to interpretation and performance, as it made and entered into in the Commonwealth of Kentucky. Venue for any legal action brought to enforce any provision of this Agreement or based upon or arising out of this Agreement shall exclusively be in the state courts of McCracken County, Kentucky, and the parties hereto irrevocably agree to submit to the personal jurisdiction of any such court.

In the event of breach or default, the City of Paducah shall be entitle to recover and costs and expenses incurred in enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction as described as follows: **Flood Pump Station #2 Rehabilitation Project** hereinafter called the project, for the sum of **Four Million Five Hundred Thousand** dollars (**\$4,500,000**) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **HDR Engineering**, herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 527 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions

of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

|               |    |                        |
|---------------|----|------------------------|
| (Seal) ATTEST |    | City of Paducah        |
|               |    | _____                  |
|               |    | (Owner)                |
|               | BY | _____                  |
| _____         |    |                        |
| (Secretary)   |    |                        |
|               |    |                        |
| _____         |    | _____                  |
| (Witness)     |    | (Title)                |
| (Seal)        |    |                        |
|               |    | Pace Contracting, LLC  |
|               |    | _____                  |
|               |    | (Contractor)           |
|               | By | _____                  |
| _____         |    |                        |
| (Secretary)   |    |                        |
|               |    |                        |
| _____         |    | _____                  |
| (Witness)     |    | (Title)                |
|               |    |                        |
|               |    | _____                  |
|               |    | (Address and Zip Code) |

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

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August 4, 2020

Rick Murphy, P.E.  
City of Paducah  
300 South 5<sup>th</sup> Street  
Paducah, KY 42003

RE: Bid Evaluation and Justification – Flood Pump Station #2 Rehabilitation Re-Bid

Dear Mr. Murphy:

The bids for the Re-Bid of Flood Pump Station #2 Rehabilitation project were submitted and opened on July 28, 2020. The following three (3) bids were received:

- CJ Mahan Construction Company, LLC \$4,392,300.00
- Pace Contracting, LLC \$4,500,000.00
- Crowder Construction Company \$4,743,000.00

**Bid Tab Review**

In review of the three (3) bids the numbers are relatively close only a 8% difference between the low bid from CJ Mahan Construction Company, LLC and the high bid from Crowder Construction Company. Further review showed that almost all the bid items, defined in Table 1, were consistent in price indicating that all three (3) Contractors understood the project parameters. Below is a breakdown comparison of Table No 1 supplied in each Contractor’s Bid.

**Table 1 No. 1 Summary**

| Construction Category                  | Pace         | Crowder      | CJ Mahan     |
|--|--------------|--------------|--------------|
| Removal (Pumps #3 & #5)                | \$ 24,000    | \$ 27,000    | \$ 34,750    |
| New 90,000 GMP Pumps (Pumps #3&#4)     | \$ 1,077,000 | \$ 984,000   | \$ 1,319,800 |
| New 50,000 GMP Pumps (Pumps #5&#6)     | \$ 779,000   | \$ 681,000   | \$ 916,100   |
| Motor Rebuild (Pumps #2- 200 HP)       | \$ 76,000    | \$ 40,000    | \$ 92,750    |
| Motor Rebuild (#3&#4-800 HP)           | \$ 196,000   | \$ 186,000   | \$ 198,750   |
| Submersible Pump (Pump #1)             | \$ 89,000    | \$ 45,000    | \$ 105,000   |
| MH #24 Sluice Gate & Electric Actuator | \$ 133,000   | \$ 88,000    | \$ 119,000   |
| Roof Work                              | \$ 123,000   | \$ 143,000   | \$ 153,500   |
| Demo/Installation Discharge Piping     | \$ 836,000   | \$ 1,199,000 | \$ 1,426,150 |
| Cathodic Protection                    | \$ 32,000    | \$ 22,000    | \$ 26,500    |



### **Bid Conformance**

All three (3) Contractors have provided the following items accompanying their Bids:

- Bid Bond
- Certification of Equal Employment Opportunity
- Certification of Bidder
- Contractor Section 3 Plan

### **Reference Checks**

All three (3) Contractors provided references showcasing projects of similar size and scope, specifically with comparable elements with those listed below:

- Civil/Site work associated with Large Diameter Piping
- Mechanical work associated with Vertical Column Pumps
- Experience working with Flood Protection Facilities

Based on review of these references, it is the Engineer's opinion, all three (3) Contracts are capable of handling the scope of work associated with the project.

### **Supplemental Information**

CJ Mahan Construction Company, LLC provided a supplemental attachment within their bid. Include in this document were "**Assumptions**" and "**Exclusions**" they made in preparation of their Lump Sum Bid. Of specific concern is Item 1 under Exclusions detailed below:

**"Contractor has excluded repair of concrete roof from pricing. Once the existing roof is removed and field measurements are taken, pricing will be submitted to the City for approval."**

It is the Engineer's opinion, based on this statement, that any work for the concrete roofing repair is not included in their Lump Sum Bid and its cost inclusion will be requested at later date through a Change Order request. This type of corresponds is not customary nor consistent with Lump Sum Bidding practices.



### **Recommendation**

Under Section III. Information for Bidders Item No. 5 Contractors are directed “**to provide a lump sum bid for work consisting of Rehabilitation of Flood Pump Station #2 and associated levee/discharge piping work.**” By definition a Lump Sum Bid shall include the cost for the project in its entirety based on plans and specifications, unless noted or designated differently by the Owner/Engineer. The repair of the concrete roof was never noted for exclusion from the Lump Sum Bid. In fact, the following Q&As were provided during the bidding period further cementing that associated costs should have been included:

**Q#15:** General Note #7 on Sheet X004 says, “The costs associated with concrete repair and sealing of exposed rebar repair shall be included in the contractors bid. No additional payment will be made for these items.” Will there be unit price items for specific concrete repair methods on the Bid Form?

**A#15: No.**

**Q#59:** From our site visit pictures, it appears that the concrete ridge beams have been removed at the one roof opening where the corrugated skylight was removed and replaced with a temporary cover. Is the Contractor expected to form and pour new ridge beams and if so, please provide details of what is required?

**A#59: Yes As-Builts of the PS depicting this beam have been supplied on OneDrive. If the Contractor has another idea they may bring this forward upon Notice of Award.**

By clearly stating that the Lump Sum Bid omits a portion of the required scope or work outlined in the Contract Documents, and inferring that the Contractor will seek it’s inclusion at a later date through a Change Order is grounds for deeming this Bid Non-Responsive. For this reason the Engineer’s recommendation it proceed with awarding the Contract to the second (2<sup>nd</sup>) lower bidder, Pace Contracting, LLC in the Lump Sum amount of \$4,500,000.00.

Please let me know if you have any questions comments or need additional information.

Sincerely,

Kyle Guthrie, P.E.  
Associate Vice President



**CITY OF PADUCAH**

300 South 5th Street  
P. O. Box 2267  
Paducah, KY 42002-2267  
Phone: (270) 444-8530  
Fax: (270) 443-5058

James W. Arndt  
City Manager  
ICMA - CM

Michelle Smolen  
Assistant City Manager  
ICMA

August 12, 2020

CJ Mahan Construction Company, LLC  
Doug McCrae, Principal  
250 North Hartford Avenue  
Columbus, Ohio 43222

RE: City of Paducah, KY- Request for Bids  
Flood Pump Station #2 Rehabilitation Project

On Thursday, July 28, 2020, the City of Paducah Engineering Department received and opened electronic bids for the Flood Pump Station #2 Rehabilitation Project. Subsequent to review of the Bid Proposals, it has been determined that the Bid Proposal submitted by CJ Mahan Construction Company, LLC is non-responsive due to an exclusion statement being included in your lump sum bid. Therefore, it is hereby determined in writing that the bid received from CJ Mahan Construction Company, LLC is hereby rejected in accordance with the City of Paducah Code of Ordinances Section 2-651:

**Section 2-651- Rejection of bids**

*The City Manager reserves the right to reject any and all bids, and to waive technicalities and minor irregularities in bids. Grounds for the rejection include, but are not limited to:*

*(1) Failure of a bid to conform to established requirements of an invitation for bids;*

*(7) Imposition of conditions which would modify the terms and conditions of the invitation for bids, or which would limit the bidder's liability to the City under the terms of the contract awarded, on the basis of such invitation for bids;*

Please contact Melanie Townsend in the Engineering Department at 270-444-8511 to arrange the return of your bid bond.

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

C: City Engineer, Rick Murphy, P.E.  
KKHB Attorneys-At-Law, David Kelley, Legal Counsel  
HDR, Kyle Guthrie, P.E., Engineer of Record  
HDR, Sheryl Chino, Grant Administrator



#### IV. Bid Bond Form

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, C.J. Mahan Construction Company, LLC as Principal, and Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound unto City of Paducah, KY as owner in the penal sum of Five Percent (5%) of the Total Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this 28th day of July, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Paducah, KY a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Flood Pump Station #2 Rehabilitation

Now, THEREFORE,

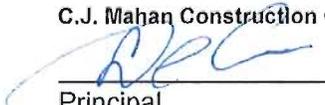
- a. If said Bid shall be rejected, or in the alternate; or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid...

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

C.J. Mahan Construction Company, LLC

  
Principal

Fidelity and Deposit Company of Maryland

Surety

SEAL

By:

  
Nancy Nemeec, Attorney-in-Fact

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of July, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mark NELSON, Stella ADAMS, Mary Beth MILLING, Liz OHL, Nancy NEMEC, Katie ROSE, Karen M. SPEED and Randal T NOAH, all of Cincinnati, Ohio, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of February, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 12th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

**V. Bid for Lump Sum Contracts**

Place \_\_\_\_\_

Date July 28, 2020

Project No. 10032833

Proposal of C. J. Mahan Construction Company, LLC (hereinafter called "Bidder")  
(a Delaware corporation/ a partnership/ an individual doing business as  
(State) \_\_\_\_\_ )

To the City of Paducah, KY  
\_\_\_\_\_ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a \_\_\_\_\_  
Flood Pump Station #2 Rehabilitation

Having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposal project including the availability of materials and labor, hereby processes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 527 consecutive calendar day thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 500 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum: None  
\_\_\_\_\_  
\_\_\_\_\_

BASE PROPOSAL:

Bid Schedule

| Description                                 | Lump Sum Price   |                 |
|---|--|-----------------|
|   | Words  | Figures         |
| <b>Flood Pump Station #2 Rehabilitation</b> | Four Million, Three Hundred & Ninety Two Thousand & Three Hundred _____ dollars and Zero _____ cents | \$ 4,392,300.00 |

In case of discrepancy, the amount shown in words will govern.

Owner will award Contract(s) based on Bid Schedule Lump Sum Prices provided.

The Construction Categories listed in Table No. 1 correspond to those provided in the Contract Document specifications for work included. Bidders shall fill in lump sum amounts for the Construction Categories. These Categories do not include all applicable work within the project and are not intended to sum up to aggregate price provided in the Bid Schedule.

**ALLOWANCE:**

An allowance has been allotted for items listed below as indicated by the contract drawings. If deemed necessary through written instructions from the architect/engineer, the following allowance will be allocated to be utilized:

- Asbestos Removal \$ 10,000.00

The following allowance will be applied to Contractors Base Bid Proposals.

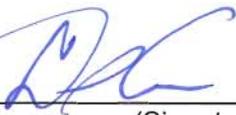
Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of Two Hundred Twenty Thousand One Hundred Fifteen Dollars and Zero Cents. (\$ 220,115.00 ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:  
Bid for Lump Sum Contracts

(SEAL – if bid is by a corporation)

By  \_\_\_\_\_

(Signature)

Managing Partner

\_\_\_\_\_  
(Title)

250 N. Hartford Ave., Columbus, OH. 43222

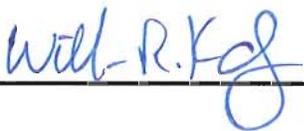
\_\_\_\_\_  
(Business Address and Zip Code)

Table No. 1

| <b>Construction Category</b>           | <b>Price (Figures)</b> |
|--|------------------------|
| Removal (Pumps #3 & #5)                | \$ 34,750.00           |
| New 90,000 GMP Pumps (Pumps #3 & #4)   | \$ 1,319,800.00        |
| New 50,000 GMP Pumps (Pumps #5 & #6)   | \$ 916,100.00          |
| Motor Rebuild (Pump #2 – 200 HP)       | \$ 92,750.00           |
| Motor Rebuild (Pumps #3 & #4 – 800 HP) | \$ 198,750.00          |
| Submersible Pump (Pump #1)             | \$ 105,000.00          |
| MH #24 Sluice Gate & Electric Actuator | \$ 119,000.00          |
| Roof Work                              | \$ 153,500.00          |
| Demo/Installation Discharge Piping     | \$ 1,426,150.00        |
| Cathodic Protection                    | \$ 26,500.00           |

## VI. Certification of Bidder Regarding Equal Employment Opportunity

| CERTIFICATION OF BIDDER<br>REGARDING EQUAL EMPLOYMENT OPPORTUNITY  |  |
|--|--|
| <b>Instructions</b>  |  |
| <p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The Implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p> <p>For contracts over \$10,000, the Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract. <i>Gender identity</i> and <i>Sexual Orientation</i> have the meanings given by the Department of Labor's Office of Federal Contract Compliance Programs, and are found at <a href="http://www.dol.gov/ofccp/LGBT/LGBT_Faq's.html">www.dol.gov/ofccp/LGBT/LGBT_Faq's.html</a>.</p> |  |
| <b>Certification by Bidder</b>   |  |
| Name and Address of Bidder (include zip code)  | C. J. Mahan Construction Company, LLC<br>250 N. Hartford Ave.<br>Columbus, OH. 43222 |

|  |   |
|--|---|
| 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  |   |
| <input checked="" type="radio"/> Yes   | <input type="radio"/> No  |
| 2. All required compliance reports were filed in connection with such contract or subcontract.   |   |
| <input checked="" type="radio"/> Yes   | <input type="radio"/> No  |
| 3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257)  |   |
| <input type="radio"/> Yes  | <input type="radio"/> No  |
| <input checked="" type="radio"/> None Required   |   |
| 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  |   |
| <input type="radio"/> Yes  | <input checked="" type="radio"/> No   |
| 5. Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. |   |
| Name and Title of Signer (please type)   | William R. Kennedy, Chief Estimator   |
| Signature  |  |
| Date   | July 28, 2020   |

**VII. Certification of Bidder Regarding Section 3  
(Sample)**

C. J. Mahan Construction Company, LLC

\_\_\_\_\_  
Name of Prime Contractor

Flood Pump Station #2 Rehabilitation

\_\_\_\_\_  
Project Name

10032833

\_\_\_\_\_  
Project Number

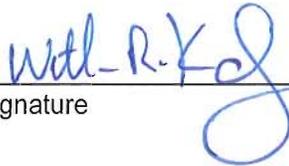
The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract.
- b) If bid exceeds \$100,000, a Contractor Section 3 Plan was prepared and submitted as part of the bid proceedings.

William R. Kennedy, Chief Estimator

\_\_\_\_\_  
Name and Title of Signer (print or type)

Signature



July 28, 2020

\_\_\_\_\_  
Date

### **VIII. Contractor Section 3 Plan (If bid exceeds \$100,000)**

C. J. Mahan Construction Company, LLC

\_\_\_\_\_ (Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Town/City/County of Paducah, KY.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the Section 3 Plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 plan including utilization goals and the specific steps planned to accomplish these goals. \*
- E. To insure that subcontract which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.\*
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

---

\*Loans, grants, contracts and subsidies for \$100,000 or less are exempt.

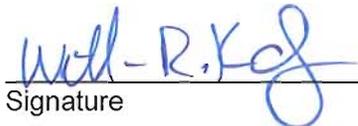
As officers and representatives of C. J. Mahan Construction Company, LLC  
(Name of Contractor)

We the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

  
\_\_\_\_\_  
Signature

Managing Partner  
Title

July 28, 2020  
Date

  
\_\_\_\_\_  
Signature

Chief Estimator  
Title

July 28, 2020  
Date

**TABLE A**

Proposed subcontracts breakdown for the period covering 8/2020 through 1/2022  
 (Duration of the CDBG-Assisted Project)

| Column 1                                  | Column 2                  | Column 3                      | Column 4  | Column 5                                     |
|---|---------------------------|-------------------------------|---|--|
| TYPE OF CONTRACT (BUSINESS OR PROFESSION) | TOTAL NUMBER OF CONTRACTS | TOTAL APPROXIMATE DOLLAR AMT. | ESTIMATED NO. OF CONTRACTS TO SECTION 3 BUSINESSES* | ESTIMATE DOLLAR AMT. TO SECTION 3 BUSINESSES |
| Testing                                   | 1                         | \$5,000.00                    |   |  |
| Electrical                                | 1                         | \$58,500.00                   |   |  |
| Survey                                    | 1                         | \$15,000.00                   |   |  |
| Landscape                                 | 1                         | \$3,750.00                    |   |  |
| Roofing                                   | 1                         | \$77,150.00                   |   |  |
| Concrete Sawing                           | 1                         | \$3,000.00                    |   |  |
|   |                           |                               |   |  |
|   |                           |                               |   |  |
|   |                           |                               |   |  |

\* A Section 3 business is: one that is owned by Section 3 residents (low and very low income residents of the project area, public housing residents or persons with disabilities); one that employs Section 3 residents; or one that subcontracts to businesses that provide opportunities for low and very low income residents.

The Project Area is coextensive with the City/County of Paducah, KY 's boundaries.

C. J. Mahan Construction Company, LLC  
 \_\_\_\_\_  
 Company  
 Flood Pump Station #2 Rehabilitation  
 \_\_\_\_\_  
 Project Name  
Oderemke Adedapo  
 \_\_\_\_\_  
 EEO Officer-Signature

10032833  
 \_\_\_\_\_  
 Project Number  
 July 28, 2020  
 \_\_\_\_\_  
 Date

**TABLE B**  
Estimated Project Workforce Breakdown

| Column 1                        | Column 2                  | Column 3  | Column 4  | Column 5   |
|---------------------------------|---------------------------|---|---|--|
| JOB CATEGORY                    | TOTAL ESTIMATED POSITIONS | NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES | NO. POSITIONS NOT CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES | NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS* |
| OFFICERS SUPERVISORS            | 0                         | 0   | 0   | 0  |
| PROFESSIONALS                   | 3                         | 3   | 0   | 0  |
| TECHNICIANS                     |                           |   |   |  |
| HOUSING SALES RENTAL/MANAGEMENT | 0                         | 0   | 0   | 0  |
| OFFICE CLERICAL                 | 0                         | 0   | 0   | 0  |
| SERVICE WORKERS                 |                           |   |   |  |
| OTHERS                          |                           |   |   |  |

**TRADE:** Operators

|                      |   |   |   |   |
|----------------------|---|---|---|---|
| JOURNEYMEN           | 2 | 0 | 1 | 0 |
| HELPERS              |   |   |   |   |
| APPRENTICES          |   |   |   |   |
| MAXIMUM NO. TRAINEES |   |   |   |   |
| OTHERS               |   |   |   |   |

**TRADE:** Carpenters

|                      |   |   |   |   |
|----------------------|---|---|---|---|
| JOURNEYMEN           | 4 | 1 | 3 | 0 |
| HELPERS              |   |   |   |   |
| APPRENTICES          |   |   |   |   |
| MAXIMUM NO. TRAINEES |   |   |   |   |
| OTHERS               |   |   |   |   |

**TRADE:** Laborers

|            |   |   |   |   |
|------------|---|---|---|---|
| JOURNEYMEN | 2 | 1 | 1 | 0 |
| HELPERS    |   |   |   |   |

|                      |  |  |  |  |
|----------------------|--|--|--|--|
| APPRENTICES          |  |  |  |  |
| MAXIMUM NO. TRAINEES |  |  |  |  |
| OTHERS               |  |  |  |  |

\* Section 3 residents include low and very low income persons who live in the project area, public housing residents and persons with disabilities.

C. J. Mahan Construction Company, LLC

Company

Flood Pump Station #2 Rehabilitation

10032833

Project Name

Project Number

Aderonke Odedapo  
EEO Officer-Signature

July 28, 2020  
Date

**References:**

Project Name: USACE, Saylorville Big Creek Barrier Dam Supplement Pump Station  
Project Value: \$11,342,679.52  
Date Completed: Anticipated end of 2020  
Reference: Richard Busch, PE - USACE  
515-276-4656 x 6557

Project Name: USACE, Fronting Protection and Breakwater Modification Jefferson Lakefront Pumping Stations 1 through 4  
Project Value: \$188,155,695  
Date Completed: June, 2011  
Reference: Gustavo Silveira – Odebrecht Construction, Inc  
305-606-7666

Project Name: City of Columbus, Ohio, Southerly S-71 – New Effluent Pump Station and Effluent Conduit  
Project Value: \$45,217,563.10  
Date Completed: July 15, 2009  
Reference: Dax Blake – Administrator, Division of Sewerage & Draining, City of Columbus  
614-205-5476

# C. J. Mahan Construction Company

250 North Hartford Avenue  
Columbus, Ohio 43222  
(614) 875-8200  
FAX: (614) 875-1175

Please see assumptions and exclusions C.J Mahan Construction Company has taken for the Paducah Flood Pump Station #2 Rehabilitation Proposal. Based on site visits, email correspondence, and the Engineer's answers, we have made the following assumptions and exclusions within our proposal. Please note that we may provide a Credit or a Change Order, if we are awarded the project, once field verification has been executed.

## Assumptions:

1. Material cost of \$2,500.00 has been included for the main roof drain line and secondary roof drain, listed on A001 Keynotes 7&8.
2. Material cost of \$3,000.00 has been included to replace the galvanized ventilator cover, listed on A001 Keynote 6.
3. All material previously procured by previous contractor is per Contract Documents, in working order and no shortages. The piping material that is not correct has been noted and addressed with supplier.

## Exclusions:

1. Contractor has excluded repair of concrete roof from pricing. Once the existing roof is removed and field measurements are taken, pricing will be submitted to the City for approval.

## Pricing:

1. Our base pricing does not include the \$10,000 allowance for Asbestos Removal.

|                    |                |
|--------------------|----------------|
| Base Price is      | \$4,363,770.00 |
| Asbestos Allowance | \$10,000.00    |
| Total Price is     | \$4,373,770.00 |

**IV. Bid Bond Form**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Pace Contracting, LLC  
as Principal, and Western Surety Company  
as Surety, are hereby held and firmly bound unto City of Paducah, KY as  
owner in the penal sum of Five Percent of Total Bid (5%) for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns. Signed this 28th day of  
July, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to  
City of Paducah, KY a certain Bid, attached hereto and hereby made a  
part hereof to enter into a contract in writing, for the Flood Pump Station #2 Rehabilitation

Now, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate; or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract  
in the Form of Contract attached hereto (properly completed in accordance with  
said Bid) and shall furnish a bond for his faithful performance of said contract, and  
for the payment of all persons performing labor or furnishing materials in  
connection therewith, and shall in all other respects perform the agreement  
created by the acceptance of said Bid...

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it  
being expressly understood and agreed that the liability of the Surety for any and all  
claims hereunder shall, in no event, exceed the penal amount of this obligation as herein  
stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said  
Surety, and its bond shall be in no way impaired or affected by any extension of the time  
within which the Owner may accept such Bid; and said Surety does hereby waive notice  
of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands  
and seals, and such of them as are corporations have caused their corporate seals to be  
hereto affixed and these presents to be signed by their proper officers, the day and year  
first set forth above.

Pace Contracting, LLC  
By: [Signature]  
Principal

Western Surety Company  
Surety

By: [Signature]  
Madison M. Haller, Attorney-in-Fact

SEAL



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Paula J Teague, Todd P Loehnert, John B Ayres, Monica A Kaiser, Michael W Baxter, Madison M Haller, Individually**

of Louisville, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of October, 2019.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

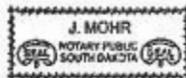
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 28th day of October, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of July, 2020.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## V. Bid for Lump Sum Contracts

Place City of Paducah, KY

Date 7/28/2020

Project No. \_\_\_\_\_

Proposal of Pace Contracting, LLC (hereinafter called "Bidder")  
(a Kentucky corporation/ a partnership/ an individual doing business as  
(State) an LLC )

To the City of Paducah  
\_\_\_\_\_ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a \_\_\_\_\_  
Flood Pump Station #2 Rehabilitation

Having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposal project including the availability of materials and labor, hereby processes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 527 consecutive calendar day thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 500 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
\_\_\_\_\_

BASE PROPOSAL:

Bid Schedule

| Description                             | Lump Sum Price  |                        |
|---|---|------------------------|
|   | Words   | Figures                |
| Flood Pump Station #2<br>Rehabilitation | <i>Four Million Five Hundred<br/>Thousand</i><br>_____ dollars and<br><i>Zero</i> cents | \$ <u>4,500,000.00</u> |

In case of discrepancy, the amount shown in words will govern.

Owner will award Contract(s) based on Bid Schedule Lump Sum Prices provided.

The Construction Categories listed in Table No. 1 correspond to those provided in the Contract Document specifications for work included. Bidders shall fill in lump sum amounts for the Construction Categories. These Categories do not include all applicable work within the project and are not intended to sum up to aggregate price provided in the Bid Schedule.

ALLOWANCE:

An allowance has been allotted for items listed below as indicated by the contract drawings. If deemed necessary through written instructions from the architect/engineer, the following allowance will be allocated to be utilized:

- Asbestos Removal \$ 10,000.00

The following allowance will be applied to Contractors Base Bid Proposals.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of \_\_\_\_\_ 5% of total bid (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

(SEAL – if bid is by a corporation)

By  \_\_\_\_\_  
(Signature)  
Administrative Member  
\_\_\_\_\_  
(Title)  
15415 Shelbyville Road  
Louisville, KY 40245  
\_\_\_\_\_  
(Business Address and Zip Code)

Table No. 1

| <b>Construction Category</b>           | <b>Price (Figures)</b> |
|--|------------------------|
| Removal (Pumps #3 & #5)                | \$ 24,000.00           |
| New 90,000 GMP Pumps (Pumps #3 & #4)   | \$ 1,077,000.00        |
| New 50,000 GMP Pumps (Pumps #5 & #6)   | \$ 779,000.00          |
| Motor Rebuild (Pump #2 - 200 HP)       | \$ 76,000.00           |
| Motor Rebuild (Pumps #3 & #4 - 800 HP) | \$ 196,000.00          |
| Submersible Pump (Pump #1)             | \$ 89,000.00           |
| MH #24 Sluice Gate & Electric Actuator | \$ 133,000.00          |
| Roof Work                              | \$ 123,000.00          |
| Demo/Installation Discharge Piping     | \$ 836,000.00          |
| Cathodic Protection                    | \$ 32,000.00           |

## VI. Certification of Bidder Regarding Equal Employment Opportunity

### CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

#### Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The Implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

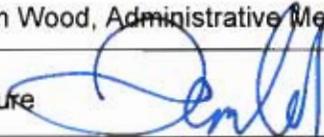
For contracts over \$10,000, the Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

*Gender identity* and *Sexual Orientation* have the meanings given by the Department of Labor's Office of Federal Contract Compliance Programs, and are found at [www.dol.gov/ofccp/LGBT/LGBT\\_Faq's.html](http://www.dol.gov/ofccp/LGBT/LGBT_Faq's.html).

#### Certification by Bidder

Name and Address of Bidder (include zip code)

Pace Contracting, LLC 15415 Shelbyville Road Louisville, KY 40245

|  |   |
|--|---|
| 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause   |   |
| <input checked="" type="radio"/> Yes   | <input type="radio"/> No  |
| 2. All required compliance reports were filed in connection with such contract or subcontract.   |   |
| <input checked="" type="radio"/> Yes   | <input type="radio"/> No  |
| 3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257)  |   |
| <input checked="" type="radio"/> Yes   | <input type="radio"/> No <span style="margin-left: 100px;"><input type="radio"/> None Required</span> |
| 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  |   |
| <input type="radio"/> Yes  | <input checked="" type="radio"/> No   |
| 5. Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. |   |
| Name and Title of Signer (please type)   |   |
| Tom Wood, Administrative Member  |   |
| Signature   | Date 7/28/2020  |

**VII. Certification of Bidder Regarding Section 3  
(Sample)**

Pace Contracting, LLC  
Name of Prime Contractor

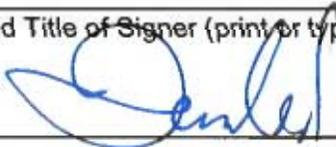
City of Paducah - Flood Pump Station #2 Rehabilitation  
Project Name

Project Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract.
- b) If bid exceeds \$100,000, a Contractor Section 3 Plan was prepared and submitted as part of the bid proceedings.

Tom Wood, Administrative Member  
Name and Title of Signer (print or type)

  
Signature

7/28/2020  
Date

## VIII. Contractor Section 3 Plan

(If bid exceeds \$100,000)

Pace Contracting, LLC

\_\_\_\_\_(Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Town/City/County of City of Paducah.

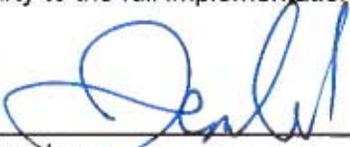
- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the Section 3 Plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 plan including utilization goals and the specific steps planned to accomplish these goals. \*
- E. To insure that subcontract which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.\*
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

---

\*Loans, grants, contracts and subsidies for \$100,000 or less are exempt.

As officers and representatives of Pace Contracting, LLC  
(Name of Contractor)

We the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

  
\_\_\_\_\_  
Signature

Administrative Member  
\_\_\_\_\_  
Title

7/28/2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

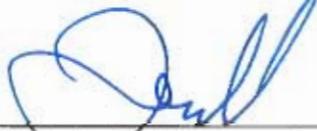
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Tom Wood, Administrative Member

\_\_\_\_\_  
Typed Name & Title of Authorized Representative



7/28/2020

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

## XI. Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

|  |                                       |
|--|---------------------------------------|
| TO (Appropriate Recipient):  | DATE 7/28/2020                        |
| C/O<br>Pace Contracting, LLC<br>15415 Shelbyville Road<br>Louisville, KY 40245 | PROJECT NUMBER (if any)               |
|  | PROJECT NAME<br>FPS #2 Rehabilitation |

1. The undersigned, having executed a contract with City of Paducah for the construction of the above identified project, acknowledges that:
  - (a) The Labor Standards provisions are included in the aforesaid contract;
  - (b) Prevailing wage requirements are followed, including paying the applicable Federal wage rate by labor classification.
  - (c) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.
  
2. He certifies that:
  - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor., Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S. C. 276a-2(a)).
  - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
  
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
  
4. He certifies that:
  - (a) The legal name and the business address of the undersigned are:
 

Pace Contracting, LLC  
15415 Shelbyville Road  
Louisville, KY 40245

(b) The undersigned is:

|                             |  |
|-----------------------------|--|
| (1) A SINGLE PROPRIETORSHIP | (3) A CORPORATION ORGANIZED IN THE STATE OF: |
| (2) A PARTNERSHIP           | (4) OTHER ORGANIZATION (Describe) LLC        |

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

| NAME      | TITLE        | ADDRESS                                       |
|-----------|--------------|---|
| Tom Wood  | Admin Member | 15601 Crystal Valley Way Louisville, KY 40245 |
| Doug Wood | Member       | 707 Elsmere Circle Louisville, KY 40223       |
| LPX, Inc  | Member       | 15415 Shelbyville Road Louisville, KY 40245   |

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state)

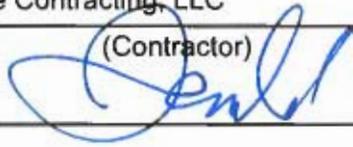
| NAME | ADDRESS | NATURE OF INTENT |
|------|---------|------------------|
| None |         |                  |
|      |         |                  |
|      |         |                  |
|      |         |                  |

(e) The names, addresses and trade classifications of all other building construction contractors in which undersigned ha a substantial interest (if none, so state):

| NAME | ADDRESS | TRADE CLASSIFICATION |
|------|---------|----------------------|
| None |         |                      |
|      |         |                      |
|      |         |                      |
|      |         |                      |

Date 7/28/2020

Pace Contracting, LLC  
(Contractor)

By: 

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S. C., provides in part: "Whoever ..... makes, passes, utters, or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

Pace Contracting, LLC  
 Schedule B - Previous Experience within the One Year  
 As of 5-2019  
 ATTACHMENT NO. 1

| Project Name                            | Owner (Prime Contractor if Sub)  | Design Engineer   | Contract Date | Type of Work      | Date Completed | Cost of Work/Contract Amount |
|---|--|---|---------------|-------------------|----------------|------------------------------|
| McNeely Lake Park Access Road and Trail | Louisville Metro Government<br>611 W. Jefferson Street<br>Louisville, KY 40202   | Gresham Smith & Partners<br>101 S 5th St #1400<br>Louisville, KY 40202<br>502/627-8900            | 2016-11       | Park              | 0              | 560,345                      |
| Highview Park Restroom                  | Louisville Metro Government<br>611 W. Jefferson Street<br>Louisville, KY 40202   | Tetra Tech Engineers<br>4967 US Highway 42, Ste. 210<br>Louisville, KY 40222<br>(502) 584-5555    | 2016-9        | Park              | 5              | 237,500                      |
| CMF Vector Pit                          | Metropolitan Sewer District<br>700 W. Liberty Street<br>Louisville, KY 40203<br>502/540-6000   | BTM: ENGINEERING; INC.<br>3001 TAYLOR SPRINGS DRIVE<br>Louisville, KY 40220                       | 2016-12       | Pump Station      | 0              | 2,355,112                    |
| Vine Grove WWTP                         | City of Vine Grove<br>300 West Main Street<br>Vine Grove, KY 40175<br>270-877-2875   | Heritage Engineering LLC<br>642 South 4th St. Suite 100<br>Louisville, KY 40202<br>502-562-1412   | 2016-11       | WWTP              | 0              | 889,995                      |
| Whiskey Row Structural Vaults           | Louisville Metro Government<br>611 W. Jefferson Street<br>Louisville, KY 40202   | Qk4, Inc.<br>1046 E. Chestnut St.<br>Louisville, KY 40203<br>rwade@qk4.com                        | 2016-05       | Sitework          | 100            | 298,500                      |
| MFWQTC Access Platforms                 | Metropolitan Sewer District<br>700 W. Liberty Street, Lou., KY 40203<br>502/540-6000   | Burke Engineering & Technology, LLC   | 2016-07       | WWTP              | 100            | 237,600                      |
| FY '17 Floodwall Closure Upgrades       | Metropolitan Sewer District<br>700 W. Liberty Street<br>Louisville, KY 40203<br>502/540-6000   | Qk4, Inc.<br>1046 E. Chestnut Street<br>Louisville, KY 40202<br>502/585-2222                      | 2016-12       | Floodwall Upgrade | 100            | 306,900                      |
| Goshen Temporary Pump Station           | Louisville Water Co.<br>550 So. Third Street<br>Louisville, KY 40202<br>Attn: Bart Potts   |   | 2017-03       | Pump Station      | 100            | 299,000                      |
| MFWQTC Final Effluent Pump Station      | Mr. Larry Boone<br>Metropolitan Sewer District<br>700 W. Liberty Street, Lou., KY 40203<br>502/540-6770<br>larry.boone@louisvillemsd.org | Magna Engineers<br>861 Corporate Dr. Ste. 210<br>Lexington, KY 40503<br>piuett@magnaengineers.com | 2015-10       | Pump Station      | 95             | 2,470,000                    |

Pace Contracting, LLC  
 Schedule B - Previous Experience within the One Year  
 As of 5-2019  
 ATTACHMENT NO. 1

| Project Name                        | Owner (Prime Contractor if Sub)  | Design Engineer   | Contract Date | Type of Work     | Date Completed | Cost of Work/Contract Amount |
|-------------------------------------|--|---|---------------|------------------|----------------|------------------------------|
| Morris Forman Front Entrance Repair | MSD<br>700 W. Liberty St<br>Louisville, KY 40203   |   | Aug-18        | Entrance Repair  | 100            | 277,742                      |
| Nightingale Pump Station            | MSD<br>700 W. Liberty Street<br>Louisville, KY40203  | HDR Engineering<br>401 W Main St<br>Louisville, KY 40202  | Mar-18        | Pump Station     | 100            | 320,865                      |
| Taylorsville Drainage Project       | City of Taylorsville<br>70 Taylorsville Road<br>Taylorsville, KY   | DLZ Kentucky Inc<br>239 S 5th St<br>Louisville, KY 40202  | Jul-17        | Drainage Project | 100            | 547,433                      |
| Hite Creek WQTC                     | MSD<br>700 W. Liberty St<br>Louisville, KY   | Webster Environmental<br>13121 Eastpoint Blvd<br>Louisville, KY 40223   | Aug-17        | WQTC             | 100            | 328,715                      |
| Sheppard Park Restroom              | Louisville Metro Gov't<br>611 W. Jefferson St<br>Louisville, KY  | Tetra Tech<br>2456 Fortune Drive<br>Lexington, KY 40509   | Nov-17        | Restroom         | 100            | 553,334                      |
| White Mill's WTP                    | Hardin County Water District 2<br>363 Ring Road<br>Elizabethtown, KY 42701   | Kenvirons<br>452 Versailles Road<br>Frankfort, KY 40601   | Nov-17        | WTP              | 100            | 284,090                      |
| Castlewood & Douglas Park           | LFUCG<br>200 E Main St<br>Lexington, KY  | Brandsetter Carroll<br>2360 Chauvin Dr<br>Lexington, KY 40517   | Jan-18        | Park             | 100            | 862,105                      |
| 5TH & Main Repair                   | MSD<br>700 W. Liberty St<br>Louisville, KY 40203   |   | Mar-18        | Main Repair      | 100            | 225,074                      |
| 4th St. Pump Station                | Metropolitan Sewer District<br>700 W. Liberty Street, Lou., KY 40203<br>502/540-6000<br><a href="mailto:julie.potempa@louisvillemsd.org">julie.potempa@louisvillemsd.org</a> | HDR Engineers<br>401 W Main St #500, Lou., KY 40202<br>502/909-3249<br><a href="mailto:kyle.guthrie@hdrinc.com">kyle.guthrie@hdrinc.com</a> | 2015-05       | Pump Station     | 100            | 2,922,000                    |

| Project Name  | Owner (Prime Contractor if Sub)   | Design Engineer   | Contract Date | Type of Work           | Date Completed | Cost of Work/Contract Amount |
|---|---|---|---------------|------------------------|----------------|------------------------------|
| Lexington Clarifier Renovation                      | Lexington Fayette Urban County Government<br>859/425-2255   | Division of Central Purchasing<br>200 East Main Street, Room 338<br>Lexington, KY 40507<br>(859) 258-3320 | 2016-7        | WTP                    | 100            | 690,000                      |
| Jacobson Park & Masterson Station Park Spraygrounds | Lexington Fayette Urban County Government<br>200 E. Main St. Lexington, KY 40507<br>Attn: Michael Johnson | Element Design<br>366 So. Broadway<br>Lexington, KY 40508   | 2017-03       | Sprayground            | 100            | 1,074,500                    |
| Prospect PRV Station                                | Louisville Water Co.<br>550 So. Third Street<br>Louisville, KY 40202<br>Attn: Renee Fromme                |   | 2017-05       | PRV Stations           | 100            | 979,000                      |
| MSD Main Street ORI Repair                          | Ulliman Schutte<br>4501 W. Broadway<br>Louisville, KY 40211   | Brown and Caldwell<br>25 Merchant Street No. 145<br>Cincinnati, OH 45246                                  | 2018-5        | ORI Repair             | 100            | 600,000                      |
| Cooling Tower Addition at CMF                       | MSD<br>700 W. Liberty Street<br>Louisville, KY 40203  | Magna Engineers<br>861 Corporate Dr Ste 210<br>Lexington, KY 40503  | 2018-9        | Cooling Tower Addition | 100            | 397,000                      |
| Haven at Tucker Station                             | Louisville Paving<br>15415 Shelbyville Road<br>Louisville, KY 40245                                       |   | 2018-9        | Pump Station           | 100            | 451,006                      |
| Crescent Hill WTP Standby General                   | LWC<br>550 S. Third Street<br>Louisville, KY 40202  | CDM Smith<br>9420 Bunsen Pkwy<br>Louisville, KY 40220   | 2018-2        | WTP                    | 69             | 10,427,000                   |
| U of L Belknap Campus Academic Classroom Building   | University of Louisville<br>Service Complex Building<br>Belknap Campus<br>Louisville, KY 40292            | Whittenberg Construction Co.<br>4774 Allmond Ave.<br>Louisville, KY 40209<br>Attn: Griffin Thomas         | 2016-11       | General Trades         | 99             | 1,133,897                    |
| Radcliff WWTP Improvements                          | Hardin County Water District 1<br>1400 Rogersville Road<br>Radcliff, KY 40160                             | Bell Engineering<br>2480 Fortune Drive<br>Lexington, KY 40509   |               | WWTP                   | 99             | 1,042,149                    |
| Shively Pump Station Electrical Im                  | MSD<br>700 W. Liberty Street<br>Louisville, KY 40203  | Hazen and Sawyer<br>9780 Ormsby Station Rd<br>Louisville, KY 40223  |               | Pump Station           | 99             | 1,340,000                    |

| Project Name   | Owner (Prime Contractor if Sub)  | Design Engineer   | Contract Date | Type of Work         | Date Completed | Cost of Work/Contract Amount |
|--|--|---|---------------|----------------------|----------------|------------------------------|
| LaQuinta Inn Flood Gates   | Louisville Paving<br>15415 Shelbyville Road<br>Louisville, KY 40245                            |   | 2018-9        | Flood Gates          | 100            | 26,000                       |
| Contract 21 - Taylorsville Water B                               | City of Taylorsville   | Sisler-Maggard Engineering, PLLC<br>220 E. Reynolds Road,<br>Lexington, KY. 40517 | 2018-11       | Booster Pump Station | 100            | 769,000                      |
| LFUCG Legacy Trail Phase 3 & 4th<br>Street Corridor Enhancements | LFUCG<br>200 E Main Street<br>Lexington, KY  | Strand Associates   | 2019          | Sitework             | 0              | 3,794,000                    |
| LWC Zorn Avenue Pump Station                                     | LWC<br>550 S. Third Street<br>Louisville, KY 40202   | CDM Smith   | 2019          | Pump Station         | 0              | 12,162,398                   |
| GMWSS 2018 WWTP Sand Filter R                                    | Georgetown Municipal Water &<br>Sewage Service<br>1000 W. Main Street<br>Georgetown, KY. 40324 | Bluegrass Engineering   | 2019-5        | WWTP                 | 100            | 977,979                      |

| Project Name  | Owner (Prime Contractor if Sub)  | Design Engineer                 | Contract Date | Type of Work   | % Complete | Cost of Work/Contract Amount |
|---|--|---------------------------------|---------------|----------------|------------|------------------------------|
| Rowan Pump Station & Downtown CSO Interceptor             | MSD<br>700 W. Liberty Street<br>Louisville, KY 40203                                     | HDR Engineers<br>Hazen & Sawyer | 2018-8        | Pump Station   | 82         | 25,899,973                   |
| DRG WQTC Sodium Hypochlorite Mod                          | MSD<br>700 W. Liberty Street<br>Louisville, KY 40203                                     | HDR Engineers                   | 2019-6        | WQTC           | 99         | 100,000                      |
| Fairdale Village Green                                    | Louisville JeffersonCounty Metro Gvmt<br>611 W. Jefferson Street<br>ouisville, KY. 40202 | Qk4                             | 2019-8        | Sitework       | 98         | 153,000                      |
| Shelbyville WTP Filter Upgrades                           | Shelbyville Municipal Water  | HDR Engineers                   | 2019-9        | Filter Upgrade | 78         | 1,400,000                    |
| MSD MCC & Control Room HVAC Upgrades                      | MSD<br>700 W. Liberty Street<br>Louisville, KY 40203                                     | Jacobs                          | 2019          | HVAC Upgrades  | 3          | 101,900                      |
| LWC Zorn Avenue Pump Station                              | LWC<br>550 S. Third Street<br>Louisville, KY 40202                                       | CDM Smith                       | 2019          | Pump Station   | 5          | 12,162,398                   |
| Legacy Trail Phase 3 and 4th Street Corridor Enhancements | LFUCG<br>200 E. Main Street<br>Lexington, KY. 40507                                      | Strand Associates Inc.          | 2019          | Streetscape    | 25         | 3,900,727                    |
| 4th Street Flood Pump Removal                             | MSD<br>700 W. Liberty Street<br>Louisville, KY 40203                                     |                                 | 2020          | Pump Station   | 60         | 50,000                       |
| Town Branch Commons                                       | LFUCG<br>200 E. Main Street<br>Lexington, KY. 40507                                      |                                 | 2020          | Sitework       | 1          | 20,193,934                   |
| FPS Electric Grease Lubrication System                    | MSD<br>700 W. Liberty Street<br>Louisville, KY 40203                                     |                                 | 2020          | Pump Station   | 1          | 349,100                      |
| LaGrange South Pump Station                               | LaGrange Utilities Commission  |                                 | 2020          | Pump Station   | 1          | 1,592,000                    |

| Project Name          | Owner (Prime Contractor if Sub)                      | Design Engineer | Contract Date | Type of Work | % Complete | Cost of Work/Contract Amount |
|-----------------------|--|-----------------|---------------|--------------|------------|------------------------------|
| Ohio River Force Main | MSD<br>700 W. Liberty Street<br>Louisville, KY 40203 |                 | 2020          | Force Main   | 1          | 1,636,810                    |
| Strodes Creek WWTP    | City of Winchester                                   |                 | 2020          | WWTP         | 1          | 3,473,480                    |

**IV. Bid Bond Form**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Crowder Construction Company as Principal, and Liberty Mutual Insurance Company as Surety, are hereby held and firmly bound unto City of Paducah, KY as owner in the penal sum of Five Percent of Amount Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this 28th day of July, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Paducah a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Flood Pump Station #2 Rehabilitation

Now, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate; or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid...

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Crowder Construction Company

By: William C. Christman, Jr.  
Principal Vice President

Liberty Mutual Insurance Company  
Surety

By: Jennifer C. Hoehn  
Jennifer C. Hoehn, Attorney-In-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8202325-969489

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Donna K. Ashley; Jacqueline Hampton; Jennifer C. Hoehn; John D. Leak, III; J. David Pollack, Jr.; William J. Quinn; Angela D. Ramsey; G. Timothy Wilkerson all of the city of Charlotte, state of NC each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10<sup>th</sup> day of October, 2019.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company



By: *David M. Carey*  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 10<sup>th</sup> day of October, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS: Section 12. Power of Attorney.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28<sup>th</sup> day of July, 2020.



By: *Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

**V. Bid for Lump Sum Contracts**

Place Paducah, KY

Date July 28, 2020

Project No. \_\_\_\_\_

Proposal of Crowder Construction Company (hereinafter called "Bidder")  
(a North Carolina corporation a partnership/ an individual doing business as  
(State) \_\_\_\_\_)

To the City of Paducah, KY  
\_\_\_\_\_ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a \_\_\_\_\_  
Flood Pump Station #2 Rehabilitation

Having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposal project including the availability of materials and labor, hereby processes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 527 consecutive calendar day thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 500 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
\_\_\_\_\_

BASE PROPOSAL:

Bid Schedule

| Description                          | Lump Sum Price   |                 |
|--------------------------------------|--|-----------------|
|                                      | Words  | Figures         |
| Flood Pump Station #2 Rehabilitation | Four million seven hundred forty-three thousand zero dollars and cents | \$ 4,743,000.00 |

In case of discrepancy, the amount shown in words will govern.

Owner will award Contract(s) based on Bid Schedule Lump Sum Prices provided.

The Construction Categories listed in Table No. 1 correspond to those provided in the Contract Document specifications for work included. Bidders shall fill in lump sum amounts for the Construction Categories. These Categories do not include all applicable work within the project and are not intended to sum up to aggregate price provided in the Bid Schedule.

ALLOWANCE:

An allowance has been allotted for items listed below as indicated by the contract drawings. If deemed necessary through written instructions from the architect/engineer, the following allowance will be allocated to be utilized:

- Asbestos Removal \$ 10,000.00

The following allowance will be applied to Contractors Base Bid Proposals.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of \_\_\_\_\_ Five Percent (5%) of Total Bid (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:  
Bid for Lump Sum Contracts

(SEAL – if bid is by a corporation)



By William C. Christman, Jr.  
(Signature)  
Vice President  
(Title)

1111 Burma Drive, Apex, NC 27539  
(Business Address and Zip Code)

Table No. 1

| <b>Construction Category</b>           | <b>Price (Figures)</b> |
|--|------------------------|
| Removal (Pumps #3 & #5)                | \$ 27,000.00           |
| New 90,000 GMP Pumps (Pumps #3 & #4)   | \$ 984,000.00          |
| New 50,000 GMP Pumps (Pumps #5 & #6)   | \$ 681,000.00          |
| Motor Rebuild (Pump #2 – 200 HP)       | \$ 40,000.00           |
| Motor Rebuild (Pumps #3 & #4 – 800 HP) | \$ 186,000.00          |
| Submersible Pump (Pump #1)             | \$ 45,000.00           |
| MH #24 Sluice Gate & Electric Actuator | \$ 88,000.00           |
| Roof Work                              | \$ 143,000.00          |
| Demo/Installation Discharge Piping     | \$ 1,199,000.00        |
| Cathodic Protection                    | \$ 22,000.00           |

## VI. Certification of Bidder Regarding Equal Employment Opportunity

|  |
|--|
| <p>CERTIFICATION OF BIDDER<br/>REGARDING EQUAL EMPLOYMENT OPPORTUNITY</p>  |
| <p><b>Instructions</b></p>   |
| <p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The Implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p> <p>For contracts over \$10,000, the Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract. <i>Gender identity</i> and <i>Sexual Orientation</i> have the meanings given by the Department of Labor's Office of Federal Contract Compliance Programs, and are found at <a href="http://www.dol.gov/ofccp/LGBT/LGBT_Faq's.html">www.dol.gov/ofccp/LGBT/LGBT_Faq's.html</a>.</p> |
| <p><b>Certification by Bidder</b></p>  |
| <p>Name and Address of Bidder (include zip code)<br/>Crowder Construction Company, 1111 Burma Drive, Apex, NC 27539</p>  |

|   |                |
|---|----------------|
| 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.<br>Yes <input checked="" type="checkbox"/> No   |                |
| 2. All required compliance reports were filed in connection with such contract or subcontract.<br>Yes <input checked="" type="checkbox"/> No  |                |
| 3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257)<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> None Required<br><i>Crowder completes ALL required reports including annual EEO-1 and Vets 4212.</i> |                |
| 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>  |                |
| 5. Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.  |                |
| Name and Title of Signer (please type)<br>Claudia G Dodgen, VP of Employee Services and EEO Officer   |                |
| Signature    | Date 7/24/2020 |

**VII. Certification of Bidder Regarding Section 3  
(Sample)**

Crowder Construction Company  
Name of Prime Contractor

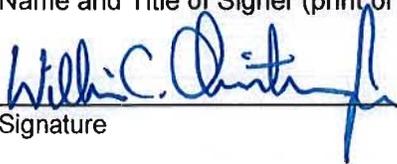
Flood Pump Station #2 Rehabilitation  
Project Name

\_\_\_\_\_  
Project Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract.
- b) If bid exceeds \$100,000, a Contractor Section 3 Plan was prepared and submitted as part of the bid proceedings.

William C. Christman, Jr. / Vice President  
Name and Title of Signer (print or type)

  
Signature

July 28, 2020  
Date

### **VIII. Contractor Section 3 Plan (If bid exceeds \$100,000)**

Crowder  
Construction  
Company (Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Town/City/County of Paducah, KY.

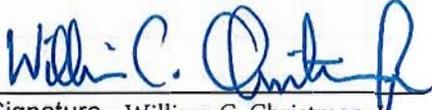
- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the Section 3 Plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 plan including utilization goals and the specific steps planned to accomplish these goals. \*
- E. To insure that subcontract which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. \*
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

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\*Loans, grants, contracts and subsidies for \$100,000 or less are exempt.

As officers and representatives of Crowder Construction Company  
(Name of Contractor)

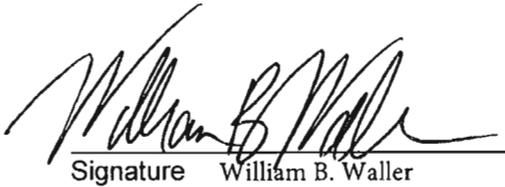
We the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.



Signature William C. Christman, Jr.

Vice President  
Title

July 28, 2020  
Date



Signature William B. Waller

Assistant Secretary  
Title

July 28, 2020  
Date



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### (3) PROJECT REFERENCES

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#### **Cross Creek WRF Influent Pump Station Rehabilitation, Fayetteville, NC | \$8.7M**

The \$8.7MM rehabilitation project included Influent Pump Station (IPS) and influent pipeline repairs and replacements at the Cross Creek Water Reclamation Facility (WRF). The project required the removal and replacement of the plant influent piping system. While replacement of the piping system proceeded, the Influent Pump Station needed to be bypassed in its entirety. Bypass of the influent pump station lasted approximately 4 months. The plant influent pump station needed shutdown and bypass equipment installed. Significant coordination occurred with the Owner and no overflow or spills occurred.

Scope of work included:

- installation of new polymer concrete raw sewage manholes
- replacement of raw sewage pipelines with centrifugally cast fiberglass reinforced polymer mortar pipe
- concrete rehabilitation of the influent pump station distribution and effluent discharge collection wet wells
- replacement of screw pump isolation gates
- installation of additional slide gates and stop logs, and associated modifications.
- Owner Reference: PWC Fayetteville, John Allen, (910) 223-4734, [John.allen@faypwc.com](mailto:John.allen@faypwc.com)

#### **Walnut Creek Lift Station Screw Pump Replacements, Raleigh, NC | \$4.5M**

Crowder replaced five 84" screw pumps at the City of Raleigh's Walnut Creek Pump Station. The scope of work included selective demolition, site-structural-civil improvements, and new screw pumps with electrical upgrades. Additionally, Crowder installed four hundred feet of cured in place pipe lining for two existing underground 72" PCCP lines. Electrical upgrades to the existing motor control center included new screw pump breakers and soft start motor starters. A 100 MGD standby bypass pumping system was installed to handle any station outages and peak flows.

Owner Reference: City of Raleigh, Eileen Navarrete, 919.996.3480, [Eileen.navarrete@raleighnc.gov](mailto:Eileen.navarrete@raleighnc.gov)

#### **Hickory Log Creek Pump Station, Canton, GA | \$13M**

The work included a new raw water intake along the Etowah River with a 54" supply line from passive screens in the river to a new 55' deep pump station (44 MGD). Crowder was the low bidder at \$17.5M, which was over the Authority's budget. A decision was made to follow a CMAR process with Crowder as the CMAR and Brown and Caldwell as the Designer. The owner, engineer, and Crowder worked closely together to redesign the project which reduced the project cost to \$13M. The project was completed on time and within budget.

Owner Reference: Cobb County-Marietta Water Authority, Glenn Page, PE, 770.514.5300, [gpage@ccmwa.org](mailto:gpage@ccmwa.org)



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### (3) PROJECT REFERENCES

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Cross Creek WRF Influent Pump Station Rehabilitation, Fayetteville, NC

Owner Reference: PWC Fayetteville, John Allen, (910) 223-4734, [John.allen@faypwc.com](mailto:John.allen@faypwc.com)

Walnut Creek Lift Station Screw Pump Replacements, Raleigh, NC

Owner Reference: City of Raleigh, Eileen Navarrete, 919.996.3480, [Eileen.navarrete@raleighnc.gov](mailto:Eileen.navarrete@raleighnc.gov)

Hickory Log Creek Pump Station, Canton, GA

Owner Reference: Cobb County-Marietta Water Authority, Glenn Page, PE, 770.514.5300,  
[gpage@ccmwa.org](mailto:gpage@ccmwa.org)

**CERTIFIED COPY  
OF  
CORPORATE RESOLUTION  
OF  
CROWDER CONSTRUCTION COMPANY**

I, the undersigned, hereby certify that I am the Secretary of Crowder Construction Company, a corporation duly organized and existing under the laws of the State of North Carolina; that the following is a true copy of a resolution duly adopted by the Board of Directors of Crowder Construction Company at a meeting held on the first day of April 2018, at which a quorum was present; and acted throughout; and that such resolution is in full force and effect and has not been amended or rescinded.

RESOLVED, that the following officers of Crowder Construction Company are hereby authorized to sign bids and enter into contracts with owners or subcontractors other than those involving Joint Ventures, Joint Venture Agreements, Design-Build or Design Services, or Project Labor Agreements (PLA) on behalf of the Company, subject to limitations imposed by the Board of Directors:

|                           |                          |
|---------------------------|--------------------------|
| Carlos W. Norris          | President                |
| Lynn L. Hansen            | Executive Vice President |
| W.T. Crowder, Jr.         | Vice President           |
| Otis A. Crowder           | Vice President           |
| William C. Christman, Jr. | Vice President           |
| George F. Ellis           | Vice President           |

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this corporation, this first day of April 2018.

*Karl S. Francis*

Karl S. Francis, Secretary



# Agenda Action Form

## Paducah City Commission

Meeting Date: August 25, 2020

Short Title: Approve the Rezoning of 2.96 acres at 401 Walter Jetton Blvd - **T TRACY**

Category: Ordinance

Staff Work By: Josh Sommer, Tammara Tracy

Presentation By: Tammara Tracy

**Background Information:** On August 3, 2020 the Planning Commission heard, discussed, and recommended approval of the application to rezone 2.96 acres from the R-3 district to the B-3 district located at 401 Walter Jetton Boulevard.

The site is the former Walter Jetton High School that would be renovated and reused for 60 residential units being 1- and 2-bedrooms in size, and a community service facility for arts administration, education and training in Symphony Hall and the former library. Two arts organizations would be operating the community service portion of the facility.

The Planning Commission found that the rezoning was appropriate with one condition: not allow automotive uses of any type in the future.

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

If yes, please list the Action Step Item Codes(s): *N-2 Encourage, incentivize, and/or support more housing options throughout the City*

*C-2 Recognize, promote and encourage creative industry growth*

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Approve

Attachments:

1. Ordinance
2. Staff Report
3. Petitioners Presentation
4. Parking information
5. Paducah School District Parking Agreement
6. Paducah Parks Dept LOI
7. Resolution

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 401 WALTER JETTON BOULEVARD FROM R-3 (MEDIUM DENSITY RESIDENTIAL ZONE) TO B-3 (GENERAL BUSINESS ZONE)

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That a Resolution passed by the Paducah Planning Commission on August 3, 2020, and entitled, "THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-3 (MEDIUM DENSITY RESIDENTIAL ZONE) TO B-3 (GENERAL BUSINESS ZONE) FOR PROPERTY LOCATED AT 401 WALTER JETTON BOULEVARD," be approved as the final report of said Commission respecting the matters therein set forth.

SECTION 2. That the zone classification and the map amendment proposed in said resolution be and the same are hereby declared to be in agreement with the Comprehensive Plan of the City of Paducah.

SECTION 3. That the zone classification of the following described properties be changed from R-3 to B-3:

Being at the Intersection of the centerline of the 100' Right-Of-Way of Walter Jetton Boulevard and the centerline of the 30' Right-Of-Way of Bronson Avenue; Thence with the centerline of Bronson Avenue S 26°00'00" W a distance of 339.12' to the intersection with the centerline of the 50' Right-Of-Way of Gould Street; thence with the centerline of Gould Street N 26°00'00" W a distance of 377.20' to the intersection with the centerline of the 50' Right-Of-Way of Clark Avenue; thence with the centerline of Clark Avenue N 26°00'00" E a distance of 339.12' to the intersection with the centerline of the 100' Right-Of-Way of Walter Jetton Boulevard; thence with the centerline of Walter Jetton Boulevard S 26°00'00" E a distance of 377.20' to the point of beginning, containing an area of 127,916 square feet (2.94 acres).

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

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

\_\_\_\_\_  
Mayor

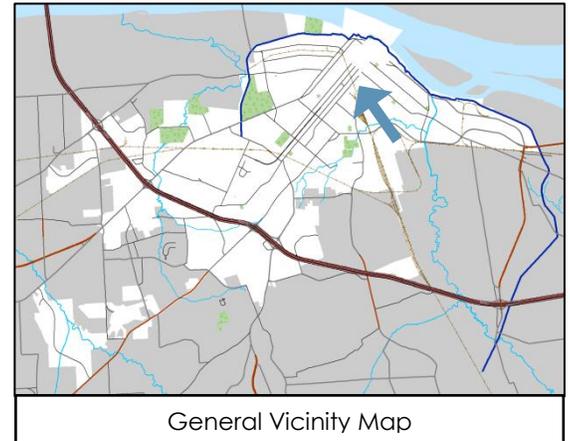
ATTEST:

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

Introduced by the Board of Commissioners, August 11, 2020  
Adopted by the Board of Commissioners, \_\_\_\_\_  
Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_  
Published by the Paducah Sun, \_\_\_\_\_  
\\ord\plan\zone\401 Walter Jetton R-3 to B-3

APPLICATION INFORMATION

|           |   |
|-----------|---|
| ADDRESS   | 401 Walter Jetton Boulevard   |
| CASE NO.  | ZON2020-064 & VAR2020-065   |
| OWNER     | The Jetton Schoolhouse Limited Partnership  |
| APPLICANT | Marian Development Group  |
| AGENT     | ---   |
| REQUEST   | Zone change from R-3 Medium Density Residential Zone to B-3 General Business Zone & variance of parking standards |



GENERAL SITE INFORMATION

|                      |   |
|----------------------|---|
| CURRENT ZONING       | R-3 Medium Density Residential Zone       |
| CURRENT LAND USE     | Multi-family                              |
| COMPREHENSIVE PLAN   | Commercial                                |
| CURRENT IMPROVEMENTS | Historic school building                  |
| FLOODPLAIN           | No  |
| PUBLIC UTILITIES     | Power, gas, water                         |
| PUBLIC SERVICES      | Storm sewer, Paducah Fire, Paducah Police |

SURROUNDING AREA INFORMATION

|       | SURROUNDING ZONING | SURROUNDING LAND USE       |
|-------|--------------------|----------------------------|
| NORTH | R-3                | Single-family              |
| SOUTH | R-3                | Single-family              |
| EAST  | B-3                | Commercial & single-family |
| WEST  | R-3                | Sports field               |

SITE HISTORY

The site is 2.04 acres and is improved with a masonry building originally built as a high school, now partially used for 29 residential apartments.



Vicinity Map



Zone Map



**Future Land Use Map**

CONSIDERATIONS

The Petitioner requests to rezone the 89,061 square foot (2.04 acres) lot from R-3 Medium Density Residential Zone to B-3 General Business Zone to adaptively reuse the historic school building. The building is proposed to contain 60 apartment units, a venue for the Paducah Symphony Orchestra and artist set-up, intermittent retail and studio space.

STATUTORY REQUIREMENTS KRS 100.213

“Before any map amendment is granted, the planning commission or the legislative body or fiscal court **must** find that the map amendment is in agreement with the adopted comprehensive plan, or, in the absence of such a finding, that one or more of the following apply and such finding shall be recorded in the minutes and records of the Planning Commission or the legislative body or fiscal court:

- (a) That the existing zoning classification given to the property is inappropriate and that the proposed zoning classification is appropriate;
- (b) That there have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the adopted comprehensive plan and which have substantially altered the basic character of such area. “

The proposed rezoning to B-3 General Business Zone is in compliance with the City of Paducah Comprehensive Plan.

SITE DESIGN

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The building is proposed to house 40 one-bedroom apartment units and 20 two-bedroom apartment units. Symphony Auditorium and the former library would be renovated into a community service facility providing administrative offices, education and training spaces, and performance space for two arts organizations. Symphony Auditorium currently contains approximately 1,020 seats; however the number of seats will be reduced upon renovation and to create other spaces. The Paducah Symphony Orchestra (PSO) would be one of the arts organizations, using space for their administrative offices and the hall as a secondary performance space. The Carson Center would still be the PSO primary performance venue. A second arts organization is also proposed to occupy and program the space.

The purpose of the zone change petition is to allow this unique combination of uses. These types of land uses are all permitted in the B-3 General Business Zone, of which the east side of Walter Jetton Boulevard is zoned.

This is an example of an adaptive reuse: reimagining a historic property as a new use to fit the modern business climate and housing needs. With the change to a modern business climate and housing needs comes the need to accommodate modern parking demands as well. In the past, students would walk to school. However, parking is now required for the aforementioned uses.

PARKING VARIANCE REQUEST VAR2020-065

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The Planning Commission has the authority to hear and decide variances when submitted as part of a rezoning request, pursuant to Section 126-176 (e) of the Paducah Zoning Ordinance. Further, in Section 126-71(j), the Planning Commission is authorized to adjust requirements for mixed use projects to take advantage of differences in the timing of parking demand. The petitioner has submitted a parking variance for the Commission's consideration.

Staff has calculated the off-street parking requirements to be 471 spaces needed for the tenant spaces, performance venue and artist space. The petitioner, who has significant experience in adaptive reuse of historic properties, has submitted a parking analysis supporting the request to reduce the number of off-street parking spaces required to 179 spaces. This is a total reduction request of 292 parking spaces.

Based on one space for every three seat, the Symphony Auditorium would require 340 spaces. Symphony Auditorium currently contains 1,020 seats. The Petitioner has requested a reduction of 240 spaces to 100 spaces provided. This equates to approximately one space for every 10 seats. The PSO indicates they would need approximately 300 seats three times a month. However, there is the possibility of Symphony Auditorium selling out twice a year. The Petitioner would be willing to seek a shared use agreement with the McCracken County Courthouse two blocks away in the event of Symphony Auditorium selling out. Based upon

their staffing and programming activities, the PSO has indicated that 11 spaces would be needed on a daily basis.

| PARKING DEMAND             |   |  |
|----------------------------|---|--|
|                            | Required Off-street spaces by Ordinance | Petitioner's Analysis  |
| Community Service Facility |   |  |
| Performance area           | 1 space/ 3 seats = 1,020/3 = 340        | Regularly scheduled use<br>300 seats / 3 = 100                   |
| Administrative offices     | 1 space / 222 sf = 2                    |  |
| Arts educational area      | 1 space/300 sf = 2,600/300 = 9          | 1 space/300 sf = 2,600/300 = 9                                   |
| 60 residential units       | 2 spaces / unit = 120                   | 1 sp / 1BR unit = 40 x1 = 40<br>1.5 sp / 2BR unit = 20 x1.5 = 30 |
| <b>Total</b>               | <b>471 spaces</b>                       | <b>179 spaces</b>  |

The artist space would require nine spaces based on one space per 300 square feet. The artist space would contain 2,600 square feet. However, for daily operations, in conjunction with the PSO, the Petitioner has also determined that 20 spaces would be needed for both the PSO and the artist space: eleven spaces would be required for the PSO operations described above and nine spaces for the artist space.

The apartments would by ordinance require 120 spaces, based on two spaces per unit. The building is proposed to contain 40 one-bedroom apartments and 20 two-bedroom apartments. The Petitioner has requested the number be reduced to 70 spaces, based on one space per each one-bedroom apartment and 1.5 spaces for each two-bedroom apartment. The Petitioner has drawn upon their experience in metropolitan areas and best practices to determine that 70 spaces would be sufficient.

The Petitioner has further stated public transit is available and is currently being utilized by the existing residents. The Jetton Schoolhouse is currently on the Green Line of the Paducah Area Transit System. The PATS trolley currently stops at the Jackson House, which is one block away. The Petitioner reasons that many of the current tenants will move back into the Jetton Schoolhouse after renovation and the new tenants will have similar incomes and transportation needs. Bike racks are also being proposed in support of an alternative method of transportation.

There is a discrepancy in parking shown on the site plan and on the parking proximity map. For the purposes of discussing the parking waiver, staff has utilized the parking proximity map as it references lots and the number of potential parking spaces.

Nine ADA spaces are proposed to be constructed on-site. The Petitioner is proposing parallel parking on one-side of the street along Clark Street and Bronson Avenue that surround the site, and both parallel and perpendicular parking along Gould Avenue yielding 44 spaces.

## PARKING SUPPLY

|                                       |              | <u>Notes</u>                               |
|---------------------------------------|--------------|--|
| Off-street spaces within 400' of site | 42 spaces    |  |
| <i>On-site</i>                        | 9 ADA spaces |  |
| <i>Gould Lot (by agreement)</i>       | 33 spaces    |  |
| Off-street spaces over 400' away      |              |  |
| City Park lot (by agreement)          | 47 spaces    |  |
| On-street spaces                      | 174 spaces   |  |
| <i>Walter Jetton Blvd</i>             | 71 spaces    |  |
| <i>Gould Ave</i>                      | 27 spaces    | <i>Reduce by 10 for maneuverability</i>    |
| <i>Bronson St</i>                     | 7 spaces     |  |
| <i>Clark St</i>                       | 10 spaces    |  |
| <i>Other streets in area</i>          | 59 spaces    | <i>Reduce by 18 for existing residents</i> |
| Totals                                | 263 spaces   | Net 245 spaces                             |

A total of 130 spaces are identified on Walter Jetton Boulevard and surrounding streets. However, staff has some initial concerns. Residents living on the west side of Walter Jetton Blvd on the next block north, have no rear access to their properties. Neither do the residents on the north side of Clark Street across from the school or the one home on South 11<sup>th</sup> Street. On-street parking is necessary for a total of nine homes in these three blocks. This proposed plan does not consider existing residents parking needs. If each residence has two cars, a reasonable reduction of 18 on-street spaces can be made.

Further, Staff has concerns regarding the parking on Gould Avenue. Gould Avenue has a 50' Right-of-Way and both parallel and 90-degree parking is proposed. Seventeen spaces are proposed. However, in accordance with the zoning ordinance, the 90-degree spaces must be a minimum of 18' long with a 24' back up space. This only leaves 8' for the parallel parking, which does not meet the minimum width of 10' as required by 126-71 (g) (8) (c) (4). Therefore, approximately 10 spaces would be lost, bringing the number of on-street spaces to 146.

The Petitioner has reached an agreement with the Paducah City Schools Board of Education to utilize the lot known as the Gould lot. This lot contains approximately 33 spaces.

A total of 106 spaces can be utilized for on-site parking, parking along Gould Avenue, in the Gould Avenue lot and in the Parks Department lot. As a note, the Parks Department lot is outside of the 400' radius as required by the Paducah Zoning Ordinance; however, this is a unique situation which would need special attention to reasonable, available parking opportunities.

With the aforementioned reduction in spaces, a total of 245 parking spaces can be accommodated with street parking, on-site parking, the Gould Avenue parking lot and the Parks parking lot. This number is above the parking demand number of 179 parking spaces.

Notable considerations include the fact that the everyday usage of the site under the proposal would generate parking demands that are easily accommodated. It is the special event element that would potentially strain parking supply to which the applicant has demonstrated a reasonable response. Secondly, the site regardless of any use can only provide a token amount of parking on-site. Staff acknowledges and appreciates the adaptive reuse of this historic structure. Staff also understands that for a feasible project to work with available funding sources, sometimes standards must be deviated from so long as the project will not have a dramatic negative impact to the neighborhood.

Because of the structure's historical significance to the City of Paducah, the fact that most of the nearby homes have alley or street access to the rear of their properties or can be afforded on-street accommodation, and the PSO programming of only two potentially sell-out events, staff recommend approval of the parking variance.

#### PADUCAH COMPREHENSIVE PLAN

The Comprehensive Plan shows not only this parcel, but the parcels around it as well, to change to commercial uses over time.

Goals of the City of Paducah Comprehensive Plan are:

- *Increase the rate of population growth above those of projections and trends analysis.*
- *Provide for adequate land to support more than 30 years of residential development. Ensure a wide range of community character types that provide attractive residential opportunities for a full range of life styles and incomes.*
- *Manage growth to reduce the cost of supporting new development with costly infrastructure and services.*

The proposed apartments are supported by these goals, in addition to being supported by the Future Land Use Map. Infill development would further these goals by utilizing more fully our existing infrastructure (streets, sewer, drainage, etc.), provide a unique housing choice and it provides housing close to downtown which enhances the downtown core economy.

The return to Symphony Auditorium by the PSO would be an event filled with nostalgia. The PSO was founded in 1979 and a return to their original venue, in a secondary capacity, would enhance and solidify this facet of Paducah's history by providing much needed space for practice, lessons and administrative functions.

As an arts community, the retention and expansion of the arts is paramount to the culture of Paducah. A goal in the Comprehensive Plan, with supporting objectives, speaks to this aspect:

*Goal: Link economic development initiatives and quality-of-life initiatives together.*

- *Sustain and enhance existing community character.*

- *Continue leveraging character to expand the tourism sector.*
- *Encourage the use and adaptive reuse of historic and other buildings for both commercial and residential use.*

EXCERPT FROM THE PADUCAH ZONING ORDINANCE

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**SECTION 126-109. GENERAL BUSINESS ZONE, B-3.**

*The purpose of this zone is to provide an area for high intensity commercial activity of a wholesale nature and to ensure easy highway access for such uses.*

**(1) Principal permitted uses.**

- a. *Any use permitted in the B-2 zone*
  - b. *Wholesale establishments*
  - c. *Automotive equipment sales and repair*
  - d. *Laundry and dry-cleaning establishments*
  - e. *Light industrial operations (as approved by the Planning Commission according to degree of objectionable smoke, noise, odor, glare, vibration and heavy freight traffic generation).*
- (2) *Minimum yard requirements. None.*
  - (3) *Minimum area requirements. None.*
  - (4) *Maximum building height. None.*
  - (5) *Screening requirements. See section 126-72.*
  - (6) *Parking requirements. See section 126-71.*



Looking northwest into the site



Looking northeast into the site



Looking northwest into the site



Looking northeast into the site

STAFF RECOMMENDATION

Because parking can be reasonably met and the Comprehensive Plan supports the rezoning of the property, staff is recommending approval. However, as properties change over time, the protection of this area of Paducah is important as it is on the edge of a single-family neighborhood and makes a transition to the commercial uses along Kentucky Avenue. For this reason, staff would further recommend a condition be placed on the rezoning to not allow automotive uses at any point in the future, due to outdoor display, light spillover and potential noxious uses next to the neighborhood.

Based upon the above, staff recommends the following motion:

*I move that the Planning Commission recommend to the City Commission case ZON2020-064 pertaining to 401 Walter Jetton Boulevard be rezoned to the B-3 zoning classification.*

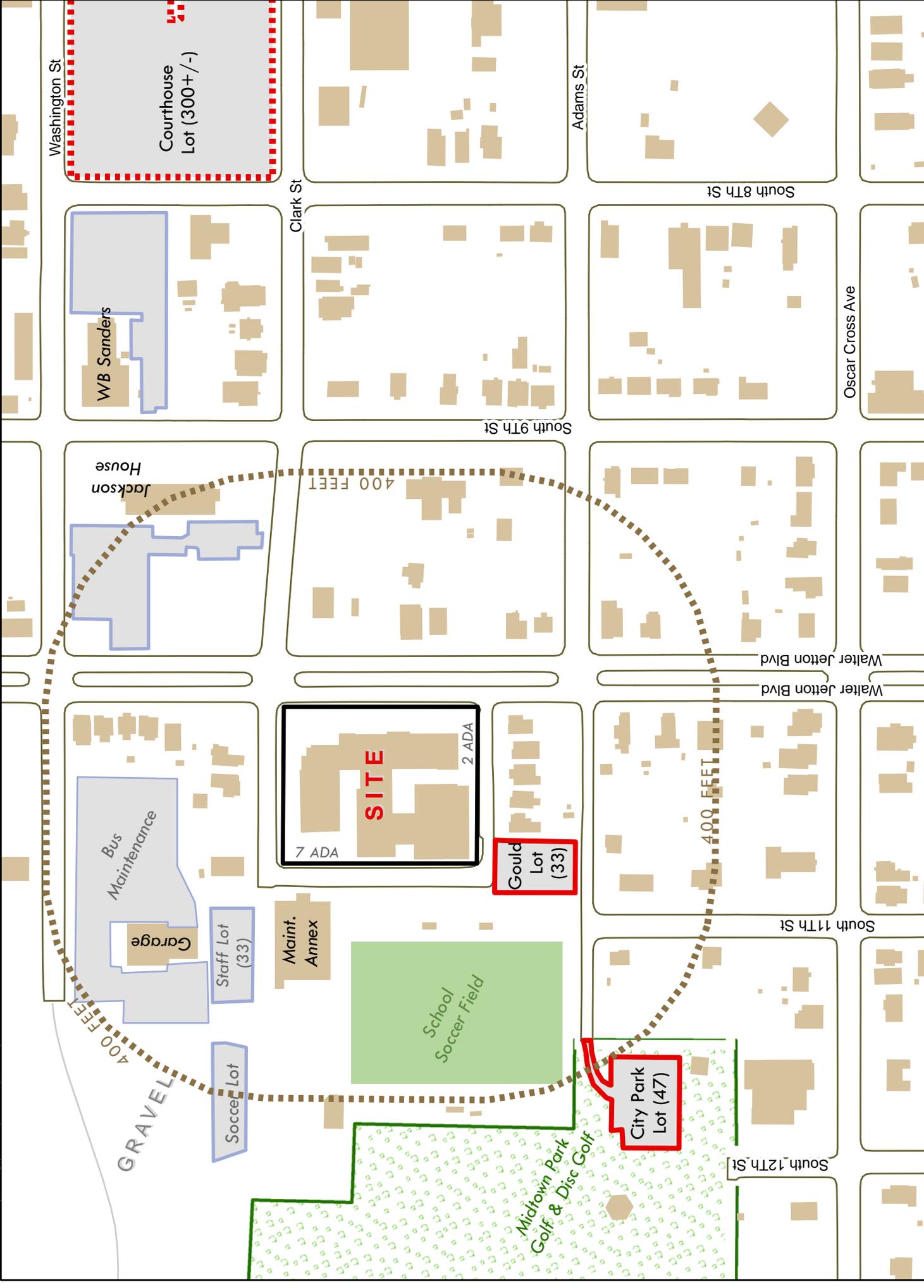
*I further move the following findings of fact be adopted:*

- *The use of multi-family; symphony venue and artist space are found in the B-3 Zone;*
- *The proposed rezoning to the B-3 Classification is in compliance with the City of Paducah Comprehensive Plan.*
- *The parcels around this site are proposed to change to commercial uses over time as shown on the Future Lane Use Map;*
- *The uses proposed in the building are supported by the City of Paducah Comprehensive Plan Goals and Objectives.*
- *The school building is proposed to be adaptively reused, thereby providing infill development, enhancing the downtown economy and adding population to the City of Paducah as a whole.*

*I further move that a condition be placed on this rezoning to not allow automotive uses of any type in the future; and*

*I further move that a parking waiver variance be granted to reduce the required number of parking spaces from 471 spaces to 179 spaces based on the following findings of fact:*

- *Reasonable on-street parking can be provided 400 feet from the property;*
- *Nine homes that require on-street parking can be accommodated;*
- *Most existing homes are served by existing alleys or streets to the rear of the properties;*
- *The Parks Department has entered into an agreement to allow the usage of the Midtown Golf Course parking lot as overflow parking;*
- *The City of Paducah Board of Education has entered into an agreement to allow the usage of the Gould Avenue parking lot as overflow parking;*
- *The Paducah Symphony Orchestra anticipates only requiring 300 seats for most of it's performances;*
- *The apartments consist of 40 one-bedroom apartments and 20 two-bedroom apartments, thereby reducing the need for vehicular parking;*
- *The site is on the Green Line PATS route and also the PATS trolley stops at the Jackson House, one block away*



Solid Red outline = available by parking agreement  
 Dotted Red outline = public parking  
 Brown Dotted line = 400' distance from edge of site  
 Tan = buildings

**Staff Exhibit:  
 Parking in Nearby Area**



# The Dunlap

Renovation to Historic Schoolhouse  
401 Walter Jettton Blvd., Paducah, KY 42003



1801 Payne St., Louisville, KY 40206



SYMPHONY HALL - EXTERIOR



SYMPHONY HALL - PLAZA



SYMPHONY HALL - INTERIOR

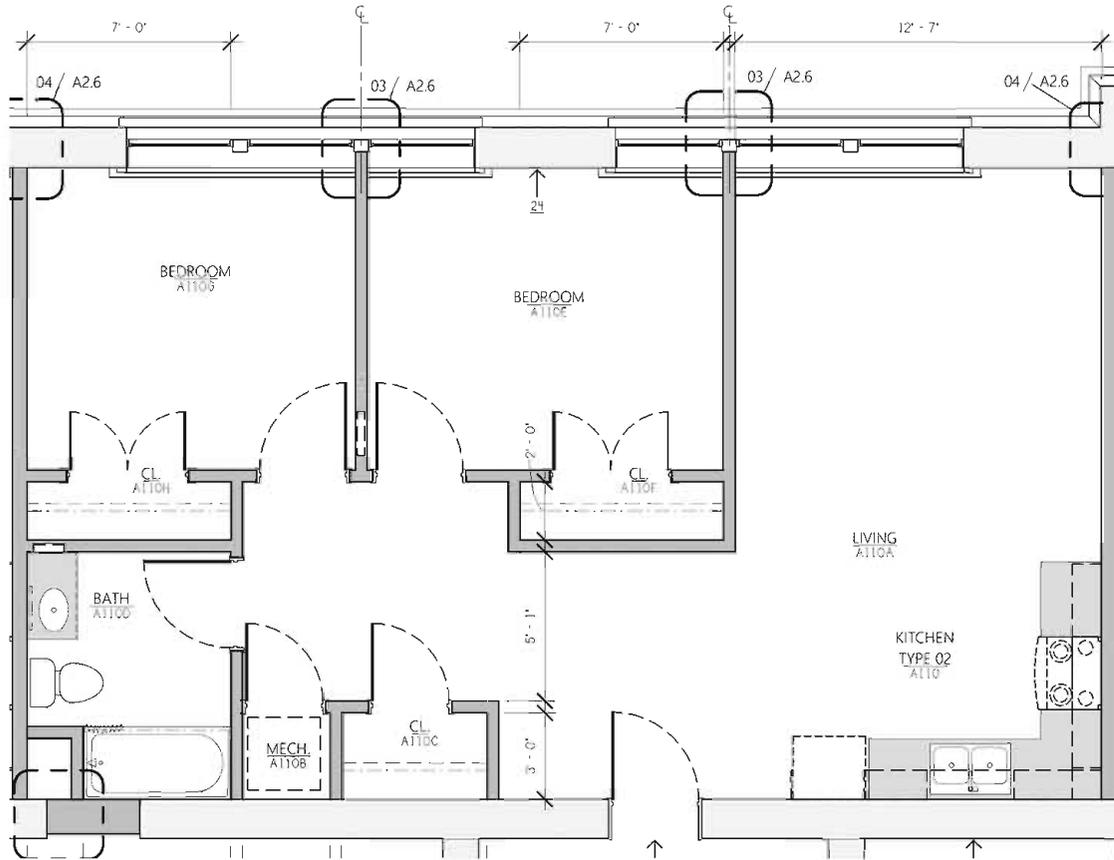
# The Dunlap

Renovation to Historic Schoolhouse  
401 Walter Jettton Blvd., Paducah, KY 42003

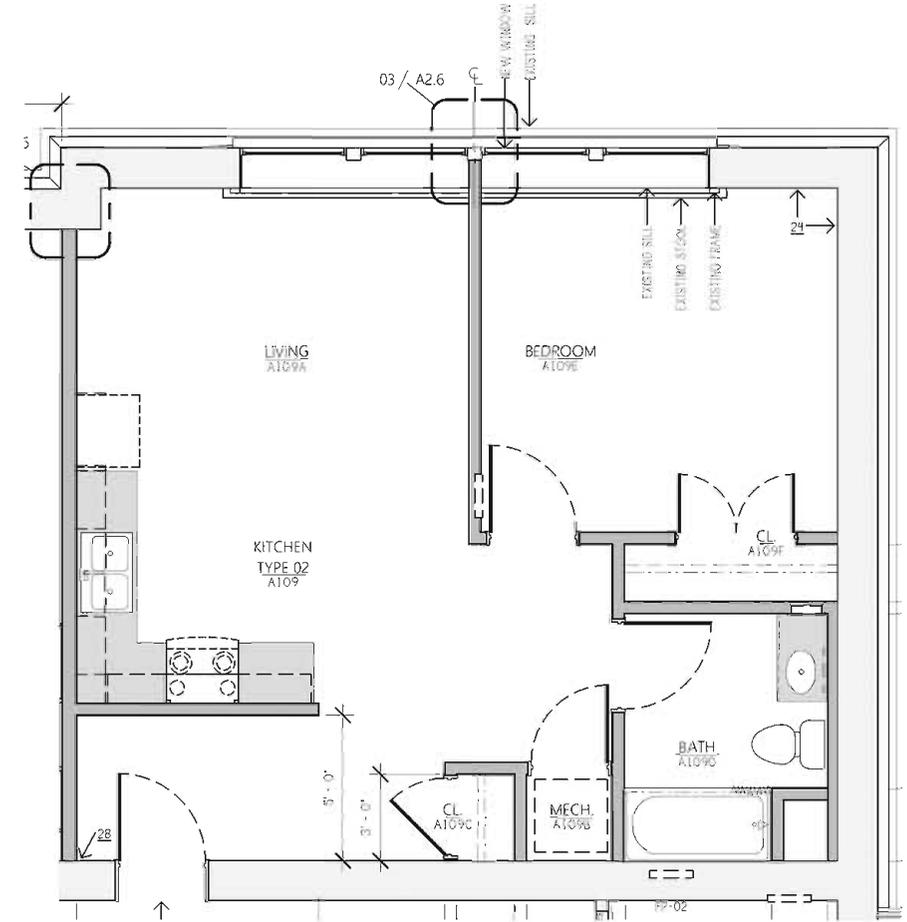


1801 Payne St., Louisville, KY 40206





Typical 2-Bedroom Unit



Typical 1-Bedroom Unit

# The Dunlap

Renovation to Historic Schoolhouse  
 401 Walter Jettton Blvd., Paducah, KY 42003



1801 Payne St., Louisville, KY 40206



**PARKING PROXIMITY MAP**

SCALE: 1" = 1'-0"

# The Dunlap

Renovation to Historic Schoolhouse  
 401 Walter Jetton Blvd., Paducah, KY 42003



1801 Payne St., Louisville, KY 40206



June 23, 2020

## PARKING WAIVER STATEMENT

The Dunlap, Renovation  
401 Walter Jetton Blvd  
Paducah, KY, 42003

### For Parking Needs:

1. The Planning Department determined that according to zoning regulations, the Dunlap project should have 471 Parking spaces for all the uses being requested onsite.
2. We believe the number should be reduced to 179 spaces, which should account for our projected capacity with small exception to special events only several times a year. Please see the calculations below to explain our justification.
  - a. **Symphony Auditorium: (Paducah Symphony Orchestra)** The existing space is roughly 1020 seats. The standard parking calculation is at 1 space for every 3 seats (factor 1/3 seated occupancy)
    - i. Full house seating                      1020 seats/3      =340 spaces
    - ii. Typical event (1/3 capacity)        340 seats/3        =114 spaces
    - iii. Estimated typical capacity        300 seats/3        =100 spaces

We worked with the tenant, Paducah Symphony Orchestra (PSO) to determine what their intended maximum number of customers/patrons would be and how often they believe that would happen. The PSO stated they would not likely have an event at full capacity, but erred on the high side and assumed they could possibly sellout twice a year.

- iv. An event like that would need ≈ 340 spaces
    - v. They estimate most events that would take place in the symphony auditorium would take place after normal office hours and would only require 100 spaces (see above calculation). And would only occur 3 times a month. Also to note, this is intended to be their secondary performance space.
    - vi. For practice, lessons, and administrative functions, 330 days a year, they would only need around 12-15 spaces?
  - b. **Artist space: (Art Inc.)** The standard parking calculation is at 1 space per 300 S.F.
    - i. Tenant, gross area +/-                      2600 S.F./300      =9 spaces

In discussions with both Art Inc. and Paducah Symphony Orchestra Space, we have confirmed hours of operations, as well as the frequency and overlap of events to determine parking capacity needed for their normal operations to be at 20 spaces.

RECEIVED

JUN 26 2020

Planning Department

- c. **Apartments:** There are 60 apartments planned, at (40) 1-bedroom units, and (20) 2-bedroom units. The following methods look at standard calculations compared to a closer estimate of occupant load, by bedroom.
- i. Standard calculation: 2-spaces x 60 units = 120 spaces
  - ii. By bedroom - A (40) 1-br x 1 + (20) 2-br x 2 = 80 spaces  
(1 space for each 1-bedroom, and 2 spaces for each 2bedroom)
  - iii. By bedroom - B (40) 1-br x 1 + (20) 2-br x 1.5 = 70 spaces  
(1 space for each 1-bedroom, and 1.5 spaces for each 2bedroom)

We believe this residential formula results in a more accurate need for parking to be at 70 spaces, based on best-practices, along with our past experience in affordable housing in metropolitan areas.

- d. In summary our projected parking needs for the planned uses are:

|                             |                   |
|-----------------------------|-------------------|
| Symphony Auditorium         | 100 Spaces        |
| Artist Space                | 9 Spaces          |
| <u>Apartments</u>           | <u>70 Spaces</u>  |
| <b>Total Parking Needed</b> | <b>179 Spaces</b> |

3. Additional parking reductions possible could include:
- a. **Public Transit:** We are also on a bus line, and believe many of our residents currently use and would continue to use this public service. It was also confirmed that not many current tenants have cars and we believe many of these tenants will move back in and many of our new tenants would have similar incomes and transportation needs. We propose an additional 5 space deduction based on the assumptions of more bus usage and lower level of dependence on cars by our tenants.
  - b. **Bike Parking:** Additionally, we are offering bike racks and are encouraging alternate modes of transportation. For the symphony, some children taking lessons will choose to ride to class. We propose additional 1-2 space deduction

**For Potential Parking to be Provided:**

1. We have identified a total of 305 parking spaces within a 400 foot boundary from the property line of the site that could be used to meet the new number of spaces believed to be reasonably adequate. See Parking Proximity Map, for detail and breakdown.
  - a. Onsite parking available 9 spaces
  - b. Potential shared lot parking 122 spaces
  - c. On-street parking 174 spaces
  - Total Potential Parking** **305 spaces**
2. ADA accessible parking spaces and ADA van-accessible parking spaces will be provided to meet and exceed mandated requirements, along with an accessible route necessary.
3. We also identified an additional 300 spaces at the County Courthouse Lot, which is outside of the 400 ft. buffer, but is within walking distance at less than 1/4 of a mile away. If needed we the applicant can seek a shared use agreement with the courthouse in the event of a full capacity event in the Symphony Hall.

RECEIVED

JUN 26 2020

Planning Department

VAR2020-065

# Paducah Board of Adjustment

## Required Findings of Fact for granting a Variance

As per KRS 100-243, before any variance is granted, the Board of Adjustment must find that:

1. The grant of the variance will not adversely affect the public health, safety or welfare, because:

We believe the Development will not need as many spaces as initially determined by Planning, and under normal operations, all users will have adequate parking available within a safe, walkable distance from an entrance to the building.

2. The grant of the variance will not alter the essential character of the general vicinity, because:

We would actually need less spaces and therefore less pavement for new parking lots that could disturb the character of the mostly traditional neighborhood. Our development fits the traditional neighborhood model as it is mostly residential with a small commercial footprint and light use.

3. The grant of the variance will not cause a hazard or a nuisance to the public, because:

We would actually need less spaces and therefore less pavement for new parking lots that could disturb the character and increase run-off issues and heat island effects that more pavement creates.

4. The grant of the variance will not allow an unreasonable circumvention of the requirements of the zoning regulations, because:

We have determined that the Development will need approximately 290 less parking spaces than initially determined by Planning. All users will have adequate parking available within a safe, walkable distance from an entrance to the building, even in events that require more spaces than during average operational hours.

The Board of Adjustment shall consider whether:

- (a) The requested variance arises from special circumstances which do not generally apply to land in the general vicinity, or in the same zone; because:

Although the building has a symphony hall space with substantial square footage and several seats available, the nature of the space is to be a Community Service Facility, that must serve primarily low to moderate income members of the public and residents of the affordable on-site housing. As such, the majority of the commercial space will only serve larger groups of users, sparingly. The symphony hall space on site, will not be used as typical theater type spaces, such as the Carson Center, movie theaters, and/or convention center spaces that have large seating spaces. Nor will it be marketed as any of the above-mentioned spaces for tourist attractions or daily performances. Most of the time, the commercial space will only be for office use, and/or individualized training or practice space for a limited number of users. Also, for most events that would use the symphony hall seating, the use would be much less than the full capacity of the venue and require much less parking as a result.

- (b) The strict application of the provisions of the regulation would deprive the applicant of the reasonable use of the land or would create an unnecessary hardship on the applicant; because:

The strict provision of providing 471 spaces of parking would require the applicant to provide roughly 140 more parking spaces within 400 ft of the site. That would cause the hardship of having to find nearby land available for sale and available as a parking use, purchase that land, and construct the lot.

- (c) The circumstances are the result of actions of the applicant taken subsequent to the adoption of the zoning regulation from which relief is sought; because:

The original use was an educational facility that eventually included a symphony hall and gymnasium, and much later the Paducah Symphony Orchestra operated and held performances there. At that time of construction, it was intended for education, sports, and entertainment, although there was not a need for as many vehicles, as there weren't as many automobiles, and the area allowed for more walkability. Therefore, the lack of parking was a result of actions taken prior to zoning regulations. We believe our rehabilitation plan will promote more walkability and public transportation use, lessening the dependence on an automobile.

Additionally, the board shall deny any request for a variance arising from circumstances that are the result of willful violations of the zoning regulation by the applicant subsequent to the adoption of the zoning regulation from which relief is sought.

July 14, 2020

Paducah Independent School District  
800 Caldwell St.  
Paducah, KY 42003  
Attn: Donald Shively, Superintendent

**Re: Letter of intent for off-site parking for the renovated Jetton Schoolhouse  
at 401 Walter Jetton Boulevard**

Dear Mr. Shively,

On behalf of Dunlap, LLLP ("Dunlap"), Dunlap GP, LLC, as general partner, is pleased to submit the following non-binding proposal to Paducah Independent School District (the "District") for a shared use agreement to provide off-site parking on the lot owned by the District for events at the Jetton Schoolhouse.

**Premises:** The vacant asphalt lot located at 1016 Adams St. in Paducah, Kentucky, known as the Gould Lot, containing space for approximately 33 parking spaces.

**Term:** 15 Years

**Proposed Commencement:** Upon completion of the renovation of the Jetton Schoolhouse, expected to be in April, 2022.

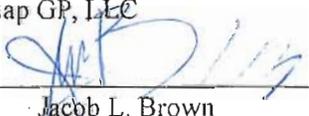
**Proposed Use:** Dunlap and its tenants, including the Paducah Symphony Orchestra and Art, Inc., and their visitors and patrons, will be permitted to use the Gould Lot at no charge for overflow parking during special events sponsored by Dunlap, Paducah Symphony Orchestra, and Art, Inc. It is anticipated that these events would occur two or three times a month in the late afternoons and early evenings.

This letter of intent and all future discussions will be considered non-binding on either party until a mutually agreeable shared use agreement is fully executed by the District and Dunlap. Please sign in the space provided below to indicate your interest in pursuing a shared use agreement for parking for the Jetton Schoolhouse, generally in accordance with the terms outlined above.

Thank you.

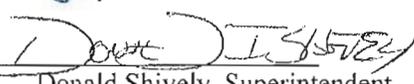
Sincerely,

Dunlap GP, LLC

By: 

Jacob L. Brown

Paducah Independent School District

By: 

Donald Shively, Superintendent

July 16, 2020

City of Paducah Parks & Recreation Department  
1400 H C Mathis Dr.  
Paducah, KY 42001  
Attn: Mark Thompson, Director

**Re: Letter of intent for off-site parking for the renovated Jetton Schoolhouse  
at 401 Walter Jetton Boulevard**

Dear Mr. Thompson,

On behalf of Dunlap, LLLP ("Dunlap"), Dunlap GP, LLC, as general partner, is pleased to submit the following non-binding proposal to the City of Paducah Parks & Recreation Department (the "Parks Department") for a shared use agreement to provide off-site parking on the lot owned by the District for events at the Jetton Schoolhouse.

**Premises:** The vacant asphalt lot located at 1122 Adams St. in Paducah, Kentucky, known as the Parks Lot, containing space for approximately 47 parking spaces.

**Term:** 5 Years with a five year renewal with the City's approval and unless the City chooses to redevelop the area know as Midtown Golf Course

**Proposed Commencement:** Upon completion of the renovation of the Jetton Schoolhouse, expected to be in June, 2021.

**Proposed Use:** Dunlap and its tenants, including the Paducah Symphony Orchestra and Art, Inc., and their visitors and patrons, will be permitted to use the Parks Lot at no charge for overflow parking only during special events sponsored by Dunlap, Paducah Symphony Orchestra, and Art, Inc. It is anticipated that these events would occur two or three times a month in the late afternoons and early evenings. It is required that Parks Department shall be given a minimum of a thirty (30) day notice prior to scheduling each event anticipating the use overflow parking.

This letter of intent and all future discussions will be considered non-binding on either party until a mutually agreeable shared use agreement is fully executed by the Parks Department and Dunlap. Please sign in the space provided below to indicate your interest in pursuing a shared use agreement for parking for the Jetton Schoolhouse, generally in accordance with the terms outlined above.

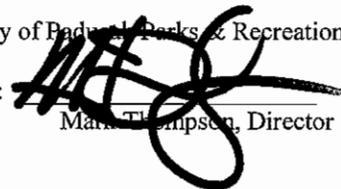
Thank you.

Sincerely,

Dunlap GP, LLC

By: \_\_\_\_\_  
Jacob L. Brown

City of Paducah Parks & Recreation Department

By:  \_\_\_\_\_  
Mark Thompson, Director

A RESOLUTION CONSTITUTING  
THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE  
PROPOSED ZONING CHANGE FROM R-3 (MEDIUM DENSITY RESIDENTIAL  
ZONE) TO B-3 (GENERAL BUSINESS ZONE) FOR PROPERTY LOCATED AT  
401 WALTER JETTON BOULEVARD.

WHEREAS, a public hearing was held on August 3, 2020 by the Paducah Planning Commission after advertisement pursuant to law;

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at the hearing;

WHEREAS, the existing zoning, R-3 (Medium Density Residential) is inappropriate and B-3 (General Business Zone) is appropriate; and

WHEREAS, the proposed zoning change is in compliance with the City of Paducah Comprehensive Plan.

**NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:**

SECTION 1. That this Commission recommends to the Mayor and the Board of Commissioners of the City of Paducah the amendment of the Paducah Zoning Map so as to change the zoning for the described area from R-3 (Medium Density Residential Zone) to B-3 (General Business Zone) and being more particularly described as follows:

Being at the intersection of the centerline of the 100' Right-Of-Way of Walter Jetton Boulevard and the centerline of the 30' Right-Of-Way of Bronson Avenue; Thence with the centerline of Bronson Avenue S 26°00'00" W a distance of 339.12' to the intersection with the centerline of the 50' Right-Of-Way of Gould Street; thence with the centerline of Gould Street N 26°00'00" W a distance of 377.20' to the intersection with the centerline of the 50' Right-Of-Way of Clark Avenue; thence with the centerline of Clark Avenue N 26°00'00" E a distance of 339.12' to the intersection with the centerline of the 100' Right-Of-Way of Walter Jetton Boulevard; thence with the centerline of Walter Jetton Boulevard S 26°00'00" E a distance of 377.20' to the point of beginning, containing an area of 127,916 square feet (2.94 acres).

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.

  
Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on August 3, 2020

# **Agenda Action Form Paducah City Commission**

Meeting Date: August 25, 2020

Short Title: Amend Code of Ordinances Section 26-31 and Section 26-34 related to Oak Grove Cemetery - **L  
PARISH**

Category: Ordinance

Staff Work By: Claudia Meeks, Lindsay Parish

Presentation By: Lindsay Parish

**Background Information:** The City Clerk's office (in collaboration with the Paducah Parks Department) oversees the creation of deeds for plots in Oak Grove Cemetery. This ordinance cleans up certain wording in the ordinance to clarify the definition of a deed within this context. In order to align with best practices and to clarify wording, this ordinance defines the word "deed" as a document or instrument which conveys a license use and access for sepulchre only, and does not convey a fee interest in the land of the lot. This change is part of a larger initiative to update the process of plot sales for Oak Grove Cemetery.

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: Approval

Attachments:

1. Ordinance

**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 26, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

**WHEREAS**, the City of Paducah owns Oak Grove Cemetery, pursuant to KRS 97.530;

**WHEREAS**, lots and vaults in Oak Grove Cemetery are sold for burial or sepulchre, however the land in Oak Grove Cemetery is still owned and maintained by the City of Paducah;

**WHEREAS**, Chapter 26, Article II of the Code of Ordinances, as well as the document recording the sale of lots or vaults in Oak Grove Cemetery refer to a “Deed” although the sale and the document do not convey a fee interest in the lot;

**WHEREAS**, in an effort to avoid confusion over the ownership of the lots and vaults in Oak Grove Cemetery, the City wishes to amend Chapter 26, Article II to specifically state that fee ownership is not conveyed by such “Deeds” to lots or vaults in Oak Grove Cemetery;

**WHEREAS**, it is necessary to amend Chapter 26, Article II of the Paducah Code of Ordinances to reflect these changes.

**BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:**

**SECTION 1.** That the City of Paducah, Kentucky, hereby amends Chapter 26, Article II of the Paducah Code of Ordinances as follows:

Sec. 26-31. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

*Cemetery* means the cemetery owned and operated by the City and known as Oak Grove Cemetery, and all additions to the cemetery.

*Deed* means a document or instrument which conveys a license use and access for sepulchre only, and does not convey a fee interest in the land of the lot.

[...]

Sec. 26-34. – Sale or transfer of cemetery lots.

- (a) The City Clerk shall be empowered to prepare and execute on behalf of the City deeds conveying interest for sepulchre in cemetery lots in all cemeteries owned and operated by the City. Deeds prepared by the City Clerk shall be effective upon the City Clerk signing said deeds on behalf of the City and without review or approval by the Office of the City Manager and the City Commission. Such deeds shall convey license to use and access for sepulchre only, and shall not be interpreted to convey a fee interest in the land.

(b) No person shall purchase, have, hold, or own any license for use or access to a lot or part of a lot in the cemetery for the purpose of resale, speculation, or sale of single burial places, or sell or transfer any lot or part of a lot in the cemetery.

[...]

(c) No owner of a license for use or access to a lot in the cemetery, or any part thereof, shall sell or convey a burial space for any sum in excess of the amount paid therefor when the purchase was made from the City.

SECTION 6. 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, \_\_\_\_\_, 2020

Adopted by the Board of Commissioners, \_\_\_\_\_, 2020

Recorded by the City Clerk, \_\_\_\_\_, 2020

Published by *The Paducah Sun*, \_\_\_\_\_, 2020

ORD\26-31 26-34 – Oak Grove Cemetery Deed

Ordinance created by Kristen Worak, KKHB