



CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 26, 2017
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

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.

	I. <u>CONSENT AGENDA:</u>
	A. <u>MINUTES</u>
	B. <u>MOTION</u>
	1. R & F Documents
	C. <u>MUNICIPAL ORDER(S)</u>
	1. Personnel Actions
	2. Authorize Grant Application for FY2018 Transportation Alternatives Program – T. TRACY
	3. Accept Real Property Located at 1111 South 3 rd Street – G. CHERRY
	4. Approve Purchase of Radios for Fire Department – FIRE CHIEF KYLE
	5. Approve Contracts for Services: (CITY MGR)
	a. Luther F. Carson Center
	b. Barkley Regional Airport
	c. Greater Paducah Economic Development Council

		d. Paducah Junior College – Community Scholarship
		e. Paducah Junior College – Art School
		f. Paducah Transit Authority
		6. Purchases: (R. MURPHY)
		a. Police Pursuit Rated SUV's
		b. ZTR Mowers
		c. Side Arm Refuse Truck
		d. Front Loading Refuse Truck
	II.	A. <u>ORDINANCE(S) – ADOPTION</u>
		1. Amend Alcoholic Beverage Ordinance – CITY CLERK
		2. Set FY2018 Property Tax Rate (Levy) - J. PERKINS
	III.	<u>ORDINANCE(S) – INTRODUCTION</u>
		1. Approve Intent for Annexation for 2909 Lone Oak Road and 2835 Maryland Street – T. TRACY
	IV.	A. <u>COMMENTS</u>
		1. Comments from the City Manager
		2. Comments from the Board of Commissioners
		3. Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>

At a Regular Meeting of the Board of Commissioners, held on Tuesday, September 12, 2017, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

INVOCATION

Commissioner Holland gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

PUBLIC HEARING FOR FY2018 PROPERTY TAX RATE LEVY

The Commission held a public hearing pursuant to KRS regarding the real property tax levy rate. Finance Director Jon Perkins reported the property tax rate will remain the same as last year's rate of \$0.255 per \$100 assessed value.

No one from the public gave comments.

Mayor Harless closed the hearing.

INTRODUCTION OF 1ST LYFT DRIVER IN PADUCAH

Mayor Harless introduced Amanda Hill. She is the first Lyft driver in Paducah. Lyft is a company that coordinates ridesharing between people through an application on your smartphone. It is not a taxi service. Most of these types of companies are located in much bigger cities than Paducah. Ms. Hill said there are 8 drivers right now but expect to have at least 20 by the weekend. The Mayor called her a 'trendsetter'.

UNESCO CREATIVE CITIES ANNUAL MEETING

Mary Hammond, Executive Director of the Paducah Convention & Visitors Bureau, gave an overview of the UNESCO Creative Cities annual meeting that will be held in Paducah September 23 through September 27.

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. Since no one responded she asked the City Clerk to read the Consent Agenda.

I(A)	Minutes for the August 22, 2017 City Commission Meeting
I(B)1	R & F Documents
I(C)1	Personnel Actions
I(C)2	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2018 KENTUCKY LITTER ABATEMENT GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE ENGINEERING/PUBLIC WORKS DEPARTMENT STREET LITTER ABATEMENT PROGRAM (M.O.#2005; BK 10)
I(C)3	A MUNICIPAL ORDER RATIFYING THE MAYOR'S EXECUTION OF 2017-2018 KENTUCKY HIGHWAY SAFETY PROGRAM REIMBURSEMENT GRANT WITH THE KENTUCKY OFFICE OF HIGHWAY SAFETY FOR FUNDING TO BE USED FOR OVERTIME HOURS ASSOCIATED WITH SPECIFIC TRAFFIC ENFORCEMENT ACTIVITIES, SUPPLIES AND EQUIPMENT (M.O.#2006; BK 10)
I(C)4	A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH PETA SAFE BRAND FOR A "BARK FOR YOUR PARK" GRANT IN THE AMOUNT OF \$10,000 FOR FUNDING TO IMPLEMENT IRRIGATION AND DRAINAGE MEASURES AT THE DOG PARK LOCATED IN STUART NELSON PARK (M.O.#2007; BK 10)
I(C)5	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND THE COUNTY OF MCCracken, Kentucky, FOR A 2017-2018 EDWARD

	BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT THROUGH THE U. S. DEPARTMENT OF JUSTICE (M.O.#2008; BK 10)
I(C)6	A MUNICIPAL ORDER APPROVING AN OWNERSHIP AGREEMENT BETWEEN THE PADUCAH-McCRACKEN COUNTY JOINT SEWER AGENCY AND THE CITY FOR ASSUMPTION OF FORMER COMBINED SEWER PIPES, DIVERSION STRUCTURE AND STORM SEWER DETENTION STRUCTURE ASSOCIATED WITH THE WALLACE PARK SUBDIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME (M.O.#2009; BK 10)
I(C)7	A MUNICIPAL ORDER ADOPTING THE McCRACKEN COUNTY AREA SOLID WASTE MANAGEMENT PLAN 2018-2022 UPDATE (M.O.#2010; BK 10)
I(C)8	A MUNICIPAL ORDER ACCEPTING THE BID OF TAG TRUCK CENTER FOR SALE TO THE CITY OF TWO TRUCK MOUNTED SELF-CONTAINED VACUUM DEBRIS COLLECTORS FOR USE BY THE PADUCAH ENGINEERING PUBLIC WORKS SOLID WASTE DIVISION (M.O.#2011; BK 10)
I(C)9	A MUNICIPAL ORDER RATIFYING THE MAYOR'S EXECUTION OF AN INGRESS/EGRESS EASEMENT FOR PROPERTY OWNED BY JAMES MARINE, INC. FOR ACCESS TO THE ISLAND CREEK PUMP STATION A/K/A PUMP STATION #11 FOR THE FLOODWALL REHABILITATION PROJECT (M.O.#2012; BK 10)
I(C)10	A MUNICIPAL ORDER RATIFYING THE MAYOR'S EXECUTION OF AN AUTHORIZATION FOR ENTRY FOR CONSTRUCTION FOR THE U.S. ARMY CORPS OF ENGINEERS TO HAVE INGRESS/EGRESS ACCESS TO PUMP STATIONS NO. 7 AND 11 WHICH ARE PARTS OF THE FLOODWALL REHABILITATION PROJECT (M.O.#2013; BK 10)
I(C)11	A MUNICIPAL ORDER APPROVING AN AGREEMENT WITH THE KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT FOR ACCEPTANCE OF A COMMUNITY DEVELOPMENT BLOCK GRANT AWARD IN THE AMOUNT OF \$1,000,000 FOR THE FLOODWALL PUMP STATION #2 REHABILITATION PROJECT (M.O.#2014; BK 10)
I(C)12	A MUNICIPAL ORDER OF THE CITY OF PADUCAH AUTHORIZING THE MAYOR TO EXECUTE A WORK-FOR-HIRE AGREEMENT WITH PADUCAH QUILT MURALS, INC. FOR QUILT MURAL INSTALLATION AND MAINTENANCE OF UP TO NINETEEN MURALS ON A THE PANELS OF THE RIVERSIDE OF THE FLOODWALL FACING THE JULIAN CARROLL CONVENTION CENTER (M.O.#2015; BK 10)
I(C)13	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO REIMBURSE THE GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL THE AMOUNT OF \$34,029 FOR THE PURCHASE OF LOT 24C IN THE PADUCAH INFORMATION AGE PARK FOR CONSTRUCTION OF A NEW BUILDING FOR THE EXPANSION OF CREDIT BUREAU SYSTEMS, INC., OPERATIONS (M.O.#2016; BK 10)

Mayor Harless offered motion, seconded by Commissioner Wilson, that the items on the Consent Agenda be adopted as presented.

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

ORDINANCE(S) – ADOPTION

APPROVE CHANGE ORDER NO. 1 FOR THE NOBLE PARK LAKE BANK STABILIZATION PROJECT

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 FOR THE NOBLE PARK LAKE BANK

STABILIZATION PROJECT—PHASE II.” This Ordinance is summarized as follows: The City of Paducah hereby authorizes the Mayor to execute Change Order No. 1 for the Noble Park Lake Bank Stabilization Project—Phase II in the amount of \$20,500 to pay for tree removal, removal of organic materials from pond, construction of a new pedestrian bridge connecting land between shelters and playground on the east side of the park, and to extend the contract until September 30, 2017. Therefore, this change order will increase the original contract amount to \$263,480.00.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD.#2017-9-8497; BK 35)

ORDINANCES – INTRODUCTION

AMEND ALCOHOLIC BEVERAGE ORDINANCE

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 6, SECTIONS 6-2, 6-3, 6-4, 6-5, 6-32, 6-33, 6-34, AND 6-40 AND REPEALING SECTION 6-7 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends Chapter 6 of the Paducah Code of Ordinances to conform with recent amendments to KRS Chapters 241 through 244, enacted pursuant to the passage of House Bill 100, House Bill 183, and House Bill 319 during the 2017 Regular Session of the Kentucky General Assembly. This Ordinance also amends Chapter 6 of the Paducah Code of Ordinances to permit the sale alcoholic beverages on Sunday for all license types during the same hours such sales are permitted Monday to Saturday.

SET FY2018 PROPERTY TAX RATE (LEVY)

Commissioner Holland offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2017, THROUGH JUNE 30, 2018, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED”.

<u>PURPOSE</u>	<u>RATE PER \$100.00</u>
<u>General Fund of the City</u>	
Real Property	\$0.255
Personal Property	\$0.390
Motor Vehicles & watercraft	\$0.390
<u>School Purposes</u>	
Paducah Junior College	
Real Estate	\$0.016
Personal Property	\$0.016
Motor Vehicles & watercraft	\$0.031
The City of Paducah shall collect the following taxes for the Board of Education:	
Paducah Independent School District	
Real Property	\$0.797
Personal Property	\$0.797
Inventory	\$0.797
Total Tax Rate per \$100 - real property	\$1.068
Total Tax Rate per \$100 - personal property	\$1.203
Total Tax Rate per \$100 – inventory	\$0.797
Total Tax Rate per \$100 – motor vehicle & watercraft	\$0.421

Property taxes levied herein shall be due and payable in the following manner:

In the case of tax bills which reflect an amount due of less than Seven Hundred Dollars (\$700.00), the payment shall be due on November 1, 2017, and shall be payable without penalty and interest until November 30, 2017.

In the case of all other tax bills, payment shall be in accordance with the following provisions:

- The first half payment shall be due on November 1, 2017, and shall be payable without penalty and interest until November 30, 2017.
- The second half payment shall be due on February 1, 2018, and shall be payable without penalty and interest until February 28, 2018.

COMMENTS

COMMENTS FROM THE CITY MANAGER

CURBSIDE RECYCLING PRESENTATION

City Manager Jeff Pederson and Assistant to the City Manager Michelle Smolen gave a presentation regarding curbside recycling. Details of the report are provided below in an excerpt from the City Commission Highlights prepared by Pam Spencer, Public Information Officer. (A copy of the powerpoint is included in the Minute file.)

“Curbside Recycling Presentation

City Manager Jeff Pederson, with the assistance of Assistant to the City Manager Michelle Smolen, Public Information Officer Pam Spencer, City Engineer & Public Works Director Rick Murphy, and Assistant Public Works Director Chris Yarber, led the Paducah Board of Commissioners through a presentation and discussion regarding the implementation of curbside recycling in Paducah. This program is targeted to start in January 2018. Pederson said, “It’s accurate to say the interest in doing this is for environmental reasons. We are not under any State mandates, that I’m aware of, to do source reduction. We do not have a landfill that we are wanting to preserve space in. So we are doing it for reasons other than regulatory.”

Smolen said, “The City of Paducah is committed to providing a responsible and efficient curbside recycling program that enables our community to make a positive impact on the environment.” Smolen also said the keys to the program’s success will be public participation and the efficiencies gained in the Engineering-Public Works Department through changes in programs such as the brush collection program.

The presentation focused on several assumptions for program development. The program would be for residential service only, and subscription would be voluntary. It would require a fee in the range of \$3 to \$5 per month per subscriber. The fee is due to the need to purchase rollout containers for recycling and due to the fact that the disposal of recyclable materials is, at this time, \$5.18 more per ton than the disposal of solid waste. Another program component is that the collection of recyclables would be curbside/roadside only with no collection in alleys. The City plans to use royal blue 96-gallon rollout containers. Collection also would be either twice per month or every other week per subscriber.

The development of this curbside recycling program relies, in part, on efficiencies found in the Solid Waste Division through a restructuring of the brush and yard waste collection program. The City is proposing a call-in request system with brush collection based upon a minimum volume of material to be collected. Also, residents will be required to manage their yard waste/grass clipping at the household level.

After the presentation, the Paducah Board of Commissioners approve a motion directing the City Manager to oversee the development of a curbside recycling program in Paducah based on the program assumptions as presented at this meeting.

Over the next few weeks, staff will be working on the operational plan and policy changes to implement curbside recycling and creating the public education campaign to inform the citizens of the recycling program and the changes to the brush and yard waste collection program. The program specifics will be presented at the October 10 City Commission meeting. “

MOTION

CURBSIDE RECYCLING

Mayor Harless offered motion, seconded by Commissioner Abraham, that the Paducah Board of Commissioners direct the City Manager to oversee the development of a curbside recycling program in the City of Paducah as presented.

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

COMMENTS FROM THE BOARD OF COMMISSIONERS

Commissioner Wilson gave comments on the Washington D.C. Chamber of Commerce Fly-in trip. Mayor Harless and Commissioner Holland also attended the event. They were able to meet with United States Secretary of Transportation Elaine Chao, United States Secretary of Department of Energy, and all United States representatives from Kentucky. It was a very productive event for the community.

September 12, 2017

COMMENTS FROM THE AUDIENCE

Mayor Harless opened the public comments portion of the City Commission meeting by thanking everyone in attendance and the viewing audience for having hard cordial conversations about a very difficult topic regarding the removal of the General Lloyd Tilghman confederate statue located in Lang Park in the Fountain Avenue neighborhood. She hopes conversations held tonight will be very dignified and respectful. Bob Johnston, Michael Swinford, John T. Suttles, Craig Cain, Haydon (Corky) Bloodworth and Dawn S. Smith gave their differing opinions.

Commissioners listened to the speakers for over an hour and then gave their remarks. A decision was not made on how to handle the situation. Mayor Harless again thanked everyone for their comments and asked everyone when they left to ask themselves this question, "How can I understand what racism looks like in 2017?"

ADJOURN

Mayor Harless offered motion, seconded by Commissioner Wilson, to adjourn the meeting. All in favor. Meeting ended approximately 7:42 p.m.

ADOPTED: September 26, 2017

City Clerk

Mayor

I move that the following documents be received and filed:

DOCUMENTS

1. Notice of Cancellation for the Board of Commissioners for September 19, 2017
2. Certificate of Liability Insurance for White Brothers Construction, LLC
3. Easement with James Marine, Inc. for access to Island Creek Pump Station (Station #11) for the Floodwall Rehabilitation Project (MO # 2012)
4. Contracts/Agreements:
 - a. Change Order #1 with Youngblood Excavating & Contracting, LLC for the Noble Park Lake Stabilization Phase II (ORD 2017-9-8497)
 - b. Work-For-Hire Agreement with Paducah Quilt Murals, Inc. (MO # 2015)
 - c. Ownership Agreement with Paducah-McCracken County Joint Sewer Agency for assumption associated with the Wallace Park Subdivision (MO # 2009)
 - d. Authorization for Entry of Construction with US Army Corps of Engineers Ingress/Egress Access to Pump Stations 7 & 11 for Floodwall Rehabilitation Project (MO # 2013)
 - e. Contracts For Services: (Executed by CM)
 - i. National Quilt Museum
 - ii. Midtown Alliance of Neighbors
5. Paducah Water Works Financial Highlights for July 2017
6. Community Scholarship Program Financial Report for FY17

BIDS FOR ENGINEERING PUBLIC WORKS DEPARTMENT

2018 Front Loading Refuse Truck

1. McBride Mack *
2. Stringfellow
3. Worldwide Equipment, Inc.

2018 Side Arm Refuse Truck

1. McBride Mack*
2. Stringfellow
3. Worldwide Equipment**

Ten (10) Police Pursuit Rated SUV's

1. Paducah Ford *
2. Crossroad Ford

Four (4) ZTR Mowers

1. James Sanders*
2. Trover's Outdoor
3. Tread's & Auto
4. Tapp's Auto

*Recommended Bid

**Disqualified Bid

CITY OF PADUCAH
September 26, 2017

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

City Manager's Signature

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
September 26, 2017

NEW HIRE - FULL-TIME (FT)

<u>HUMAN RESOURCES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Culkin, Chanlor	HR Generalist	\$17.34/Hr.	NCS	Non-EX	October 12, 2017

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
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EMERGENCY COMMUNICATION SRVCS

Strader, Nicole	Acting Shift Supervisor \$23.69/Hr	Shift Supervisor \$23.69/Hr.	NCS	Non-EX	September 20, 2017
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PARKS SRVCS - RECREATION

Stewart, James M.	Parks Maintenance Laborer \$14.81/Hr.	Parks Maintenance Laborer \$13.61/Hr.	NCS	Non-Ex	September 14, 2017
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NEW HIRES - PART-TIME (P/T)/TEMPORARY/SEASONAL

<u>PARKS SRVCS - RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
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Shaw, Steve	Sports Official	\$20.00/Hr.	NCS	Non-Ex	September 22, 2017
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TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
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PARKS SRVCS - RECREATION

Boyd, James H.	Sports Official	Resignation	September 8, 2017
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**Agenda Action Form
Paducah City Commission**

Meeting Date: 26 September 2017

Short Title: 2017 Transportation Alternatives Program (TAP) Grant

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Tammara Tracy, Sheryl Chino, Adam Shull

Presentation By: Tammara Tracy

Background Information: The Kentucky Transportation Alternatives Program (TAP), formerly known as the Transportation Enhancement Grant program, was created by MAP-21 through the FAST Act, which sets aside funding for transportation alternatives including on and off road pedestrian and bicycle facilities, infrastructure project for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation.

The Planning Department seeks to apply for a grant not to exceed \$80,000 for a planning and design project to create bicycle lanes in the city. This project will bring together citizens, community stakeholders, engineers and City of Paducah staff to thoughtfully plan the first bike lanes within city limits. A collaborative effort will help decide the best locations and routes for bike lanes to connect neighborhoods, job opportunities, downtown amenities and the existing Greenway Trail. A 20% match requirement (\$16,000) will come from the FY2018 budget.

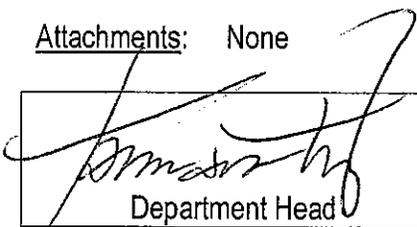
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
 Account Number:
 Project Number:
 CFDA: 20.205

Finance

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

Attachments: None

 Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2017 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT IN THE AMOUNT OF \$80,000, THROUGH THE KENTUCKY TRANSPORTATION CABINET, FOR A PLANNING AND DESIGN PROJECT TO CREATE BICYCLE LANES WITHIN THE CITY LIMITS OF PADUCAH

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, with the Kentucky Transportation Cabinet requesting a 2017 Transportation Alternatives Program (TAP) Grant in the amount of \$80,000, for planning and design project to create bicycle lanes within the city limits of Paducah.

SECTION 2. Local Cash Match of 20% OR \$16,000 will be provided from the FY2018 budget.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
\\mo\grants\Transp Alternatives 2017 app

Agenda Action Form Paducah City Commission

Meeting Date: September 26, 2017

Short Title: Accept Donation of Property Located at 1111 South 3rd Street

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Janet Dicke, Fire Prevention Division
Presentation By: Greg Cherry, Deputy Fire Chief in Fire Prevention

Background Information:

Mr. Raymond Coley, owner of 1111 South 3rd Street, wishes to donate his property to the City in lieu of foreclosure. Due to the condition of the structure on the property it needs to be demolished. Once the property is transferred to the City it will be turned over to the Planning Department for future re-development.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: Accept property and authorize the Mayor to sign the Consideration Certificate accepting the property at 1111 South 3rd Street.

Attachments: Copy of Deed

 Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE REAL PROPERTY
LOCATED AT 1111 SOUTH 3RD STREET TO THE CITY OF PADUCAH FOR \$1,
AND AUTHORIZING THE MAYOR TO EXECUTE A CONSIDERATION
CERTIFICATE IN THE DEED

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby accepts the real property
located at 1111 South 3rd Street from Raymond Coley in lieu of foreclosure for \$1.

SECTION 2. The Mayor is hereby authorized to execute a Consideration
Certificate in the Deed to accept the property approved in Section 1 above.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
\\mo\prop - 1111 S 3rd

**Agenda Action Form
Paducah City Commission**

Meeting Date: 9-~~28~~2017

Short Title: Purchase of radios for the Fire Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Kyle, Fire Chief
Presentation By: Steve Kyle, Fire Chief

Background Information: The department needs to replace radios that are antiquated and won't upgrade to the new radio system once it is purchased. We have found radios that are a newer model that will both upgrade to the new radio system as well as work on the old. The radios are reconditioned and are of a significant savings to the department due to cost compared to the new purchase price. The new purchase price for the radio identified is \$5,741.73/each. The price for the reconditioned radio is \$1,650.00/each from Sunny Communications, a savings of \$4,091.73 per radio. This allows us to replace more radios than originally planned. The total for 16 reconditioned radios and all accessories comes to \$44,805.00. The allocation for this purchase was budgeted.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

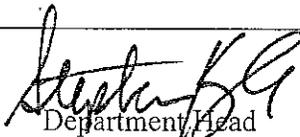
Funds Available: Account Name: Equipment/Communication
Account Number: 10001802-542130

 9/2/2017
Finance

Staff Recommendation:

Recommend purchase of 16 radios and all accessories for the total of \$44,805.00.

Attachments:

 Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO SUNNY COMMUNICATIONS FOR RECONDITIONED RADIOS AND ACCESSORIES FOR THE PADUCAH FIRE DEPARTMENT

WHEREAS, a written determination has been made by the City Manager that this will be a noncompetitive negotiation purchase pursuant to Sec. 2-659(13) of the Code of Ordinances of the City of Paducah, Kentucky, based on findings by the Paducah Fire Department that the purchase of reconditioned radios will afford a purchase savings of \$4,091.73 per radio to the city.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Finance Director is hereby authorized to make payment to Sunny Communications in the amount of \$44,805.00 for the purchase of 16 reconditioned Motorola APX6000XE 3.5 radios and accessories for the Paducah Fire Department.

SECTION 2. This expenditure shall be charged to the Fire Department Equipment/Communication Account No. 10001802-542130.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
\\mo\Non-Competitive Negotiation Fire Dept Radios 2017

Paducah Fire Department

Office of the Fire Chief

301 Washington Street

Paducah, KY 42003



Stephen D. Kyle, Fire Chief
skyle@paducahky.gov/270-444-8521

MEMORANDM FOR RECORD

TO: Jeff Pederson
City Manager

FROM: Stephen Kyle
Fire Chief

Approved 9-14-17

SK

SUBJECT: Written Procurement for Radios

DATE: September 12, 2017

This is a written procurement determination recommendation under ordinance 2-644 for the purchase of reconditioned radios. The radios being recommended to be purchased are Motorola APX6000XE 3.5. The new purchase price from the local vendor who does not offer reconditioned radios is \$5,741.73 each. The price from the recommended vendor for reconditioned radios is for \$1,650.00 each. These radios are P25 phase II compliant that will allow them to work on the new radio system being proposed and they will also work on our current system. This significant savings on the price of the reconditioned radio through the reseller justifies the purchase using the noncompetitive negotiation process. This is authorized where competition is not feasible under ordinance 2-659 item (13) where the contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the city.

Agenda Action Form Paducah City Commission

Meeting Date: September 26, 2017

Short Title: Contract with Luther F. Carson Four Rivers Center

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the Investment Fund Decision Items for FY2018, the Commission approved appropriation of funding for the Luther F. Carson Four Rivers Center in the amount of \$64,330.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2018 Budget.

Account Name: Investment Fund
Account Number: 24000401-580610

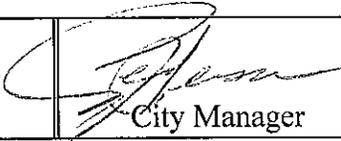
9/21/2017
Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with the Luther F. Carson Four Rivers Center in the amount of \$64,330.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH THE LUTHER F. CARSON FOUR RIVERS CENTER, INC. FOR
SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with the Luther F. Carson Four Rivers Center Inc. in the amount of \$64,330.00, to be paid in quarterly installments of \$16,082.50 each, to provide an extensive youth performance schedule in continuing with their tradition of the "Class Act" series. This contract shall expire June 30, 2018.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account No. 24000401-580610.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
\\mo\contract-Carson Center FY17-18

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2017, by and between the CITY OF PADUCAH ("City") and LUTHER F. CARSON FOUR RIVERS CENTER, INC.

WITNESSETH:

WHEREAS, Luther F. Carson Four Rivers Center, Inc. will bring quality entertainment and cultural enrichment to Paducah and McCracken County; and

WHEREAS, promoting cultural enrichment quality entertainment and providing community-enhancing activities, in the Paducah area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with Luther F. Carson Four Rivers Center, Inc. for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2018.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing a youth performance schedule and to carry out the objectives of Luther F. Carson Four Rivers Center, Inc., upon receipt of quarterly invoices, the City shall pay Luther F. Carson Four Rivers Center, Inc. the sum of Sixty-Four Thousand Three Hundred Thirty Dollars (\$64,330) in quarterly installments of \$16,082.50 each. The first quarterly payment shall be made by September 30, 2017. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - Luther F. Carson Four Rivers Center, Inc. shall provide an extensive youth performance schedule in continuing with their tradition of the "Class Act" series, which over the past four seasons has brought in approximately 100,000 student visitors.

SECTION 5: ACCOUNTING

- (A) Luther F. Carson Four Rivers Center, Inc. shall conduct all accounting, payroll, and financial management.
- (B) Luther F. Carson Four Rivers Center, Inc. shall supply an annual financial audit to the City within two (2) weeks of receiving same.
- (C) Prior to June 30, 2018, Luther F. Carson Four Rivers Center, Inc., shall furnish to the City a financial report that details the expenditure of the funds for the purposes specified in Section 3.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Luther F. Carson Four Rivers Center, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

BRANDI HARLESS, Mayor

LUTHER F. CARSON FOUR RIVERS CENTER, INC.

Name MARY KATZ [Signature]
Title Executive Director

Agenda Action Form Paducah City Commission

Meeting Date: September 26, 2017

Short Title: Contract with Barkley Regional Airport Authority

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the Investment Fund Decision Items for FY2018, the Commission approved appropriation of the sum of \$110,000 to Barkley Regional Airport Authority, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2018 Budget.

Account Name: Investment Fund
Account Number: ~~24009999-594000~~
24000401 - 523070 (TR 0003)

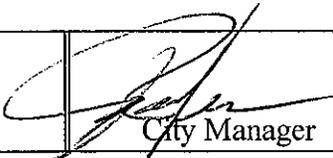
9/21/2017 Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Barkley Regional Airport Authority in the amount of \$110,000.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH BARKLEY REGIONAL AIRPORT FOR PROVIDING
GENERAL AVIATION AND AIR CARRIER SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Barkley Regional Airport in the amount of \$110,000 payable in quarterly installments of \$27,500, for providing general aviation and air carrier services to the citizens of McCracken County and surrounding regions. This contract shall expire June 30, 2018.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account No. 24000401-523070.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
\\mo\contract-airport subsidy FY17-18

CONTRACT FOR SERVICES

This Contract for Services, is effective this _____ day of _____, 2017, by and between the **CITY OF PADUCAH** and the **BARKLEY REGIONAL AIRPORT AUTHORITY**;

WITNESSETH:

WHEREAS, Barkley Regional Airport is operated by an Airport Board appointed by the Paducah Mayor and McCracken County Judge Executive; and

WHEREAS, Barkley Regional Airport provides essential public transportation services both through its general aviation facilities and the air carrier service that operates there; and

WHEREAS, reliable air service at a quality facility is an essential ingredient for the region's economic development; and

WHEREAS, loss of revenue resulting from the national economy and changes in the air carrier industry and increased expenditures caused by Federal mandates have created a monthly operating deficit for the airport; and

NOW THEREFORE, in consideration of the foregoing premises the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract, until June 30, 2018.

SECTION 2: TERMINATION the City may terminate this Contract for Services upon a thirty-day notice to Barkley Regional Airport in writing or with no notice upon discovering that the airport's financial situation has changed and the subsidy is no longer required.

SECTION 3: OPERATIONS PAYMENT Upon receipt of a quarterly invoice, the City shall pay the Barkley Regional Airport Authority the sum of One Hundred Ten Thousand and No/100 (\$110,000) Dollars in equal quarterly payments of \$27,500. The first quarterly payment shall be made by September 30, 2017. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - During the term of this contract, Barkley Regional Airport will continue to provide general aviation and air carrier services to the citizens of McCracken County and surrounding regions. The Airport Board will continue to work with the City Commission and the McCracken County Fiscal Court to develop new revenue sources so that continued subsidy from the City and County will no longer be necessary.

SECTION 5: ACCOUNTING

- (A) Barkley Regional Airport shall continue to conduct all accounting, payroll, and financial management of airport operations.

- (B) Barkley Regional Airport shall provide the City a quarterly report of the airport's financial operations and shall supply the City an annual financial audit within two (2) weeks of its completion.

Witness the signature of the parties as of the year and date first written above:

CITY OF PADUCAH

BRANDI HARLESS, Mayor

BARKLEY REGIONAL AIRPORT AUTHORITY



JAY PAGE

Title: CHAIRMAN

Agenda Action Form Paducah City Commission

Meeting Date: September 26, 2017

Short Title: Contract with GPEDC (a/k/a PED)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the Investment Fund Decision Items for FY2018, the Commission approved appropriation of funding for Greater Paducah Partners For Progress and GPEDC in the amount of \$250,000, to be paid in quarterly installments.

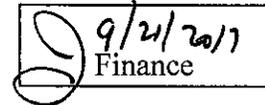
In addition, since GPEDC has absorbed the role and all responsibilities of EntrePaducah, an additional \$50,000 was allotted, also payable in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2018 Budget.

Account Name: Investment Fund
Account Number: 24000401-523070 (ED 0006 & ED 0101)



Staff Recommendation:

Authorize the Mayor to enter into one-time Contracts For Services with GPEDC for a total of \$300,000 (\$250,000 for GPEDC responsibilities and \$50,000 for EntrePaducah responsibilities)

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH THE GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL FOR SPECIFIC SERVICES THAT WILL INCLUDE SERVICES FOR ENTREPADUCAH

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Greater Paducah Economic Development Council in the amount of \$250,000, to be paid in equal quarterly allocations of \$62,500, for performance of services as outlined in said Contract. Further, the contract sets out services for EntrePaducah with funding from the City in the amount of \$50,000, to be paid in equal quarterly allocations of \$12,500. This contract shall expire June 30, 2018.

SECTION 2. This expenditure will be charged to the Investment Fund, Account No. 24000401-523070.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
\\mo\contract-GPEDC FY17-18

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2017, by and between the **CITY OF PADUCAH** ("City") and the **GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL, a/k/a/ PADUCAH ECONOMIC DEVELOPMENT** (PED), a Kentucky not-for-profit corporation.

WITNESSETH:

WHEREAS, PED is a non-profit organization charged with the economic development of Paducah and McCracken County.

WHEREAS, the services of PED as described herein are for the direct benefit of the citizens of the City of Paducah, and

WHEREAS, promoting investment and economic development in the Paducah area as well as supporting entrepreneurs and business development in the community serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with PED for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2018.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT

- A. In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PED for services described herein, the City shall pay PED Three Hundred Thousand Dollars (\$300,000) to be paid in equal quarterly allocations of \$75,000 each by the end of each quarter; provided however such payment may be reduced to recover payment if loans to PED become past due. A quarterly invoice will be provided by PED prior to payment.
- B. First Quarter Payment shall be made by September 30, 2017. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment

shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

C. In the event this Contract for Services is terminated, the City shall not be obligated to make any further quarterly allocation payments

SECTION 4: OBJECTIVES AND SERVICES PED shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Market the greater Paducah area and promote economic development through capital investment, job creation, and business start-up and retention.
- Act as local liaison to the Kentucky Cabinet for Economic Development and other local and regional economic development organizations.
- Provide staff support to the Paducah-McCracken Industrial Development Authority.
- Incur costs and expenses related to data compilation and maintenance required by companies making site decisions. This includes conducting, analyzing, and maintaining ongoing information including: competitive studies, the local labor market area, land availability, market trends, and such other data for the promotion of economic development.
- Conduct programs and activities in support of entrepreneurs and entrepreneurial behavior in the community.
- Monitor compliance with incentive agreements for the City and County and provide periodic written reports of such to the City Manager

SECTION 5: INCENTIVES PED shall negotiate financial incentives on behalf of the City in accordance and in compliance with City of Paducah Municipal Order no. 1714, "Guidelines for Providing Economic Incentives".

SECTION 6: ACCOUNTING

- (A) PED shall conduct all accounting, payroll, financial management, and shall make regular reports of PED's expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PED, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PED shall supply an annual financial audit to the City within two (2) weeks of its completion.

SECTION 7: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided PED are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

By _____
BRANDI HARLESS, Mayor

PADUCAH ECONOMIC DEVELOPMENT

By  _____
Title Pres. Dent / CEO

Agenda Action Form Paducah City Commission

Meeting Date: September 26, 2018

Short Title: Contract with Paducah Junior College, Inc. – Community Scholarship Program

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

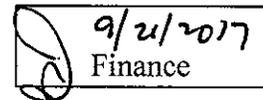
As part of the Investment Fund Decision Items for FY2018, the Commission approved appropriation of funding for the Paducah Junior College, Inc., scholarship program in the amount of \$125,000, to be paid by June 30, 2018.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2018 Budget.

Account Name: Investment Fund
Account Number: 24000401-523070 (FD 011)



Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Junior College, Inc. in the amount of \$125,000.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. FOR THE COMMUNITY
SCHOLARSHIP PROGRAM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
Paducah Junior College, Inc. in the amount of \$125,000 for the Community Scholarship
Program. This contract shall expire June 30, 2018.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account
No. 24000401-523070.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
\\mo\ contract - Paducah Junior College fy17-18 (community scholarship)

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2017, by and between the CITY OF PADUCAH ("City") and PADUCAH JUNIOR COLLEGE, INC. (PJC, Inc.).

WITNESSETH:

WHEREAS, promoting education to students in the Paducah/McCracken County area and exposing them to post-secondary education serves a valid public purpose; and

WHEREAS, improving the education level of our community's young people will both make the Paducah workforce more attractive to investors and employers and enhance the life potential of individual students; and

WHEREAS, the City of Paducah desires to contract with PJC, Inc., for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2018.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of \$125,000 in a one-time amount no later than June 30, 2018. PJC, Inc., shall provide an invoice to the City of Paducah prior to payment being made. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - PJC, Inc., will guarantee Paducah and McCracken County 8th graders who meet prescribed standards through their final four years of high school, a tuition scholarship for up to sixty (60) hours of college credit at WKCTC.

SECTION 5: ACCOUNTING

(A) PJC, Inc., shall conduct all accounting, payroll, and financial management.

(B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

(C) PJC will provide a written financial report as of December 31st and June 30th during the term of this contract to the City Manager's Office by the 15th day of the 2nd month following the reporting date. The financial report, at minimum, shall disclose the dollar amounts that the City, County and others (each shown separately) have contributed to the PJC for the Community Scholarship program by fiscal year and the interest earned thereon. The report shall fully disclose how funds were used by fiscal year and purpose.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PJC, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

BRANDI HARLESS, Mayor

PADUCAH JUNIOR COLLEGE, INC.

Name Lee Emmons
Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: September 26, 2017

Short Title: Contract with Paducah Junior College, Inc. -- Paducah School of Art Funding

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the Investment Fund Decision Items for FY2018, the Commission approved appropriation of funding for the Paducah Junior College, Inc., Paducah School of Art in the amount of \$75,000, to be paid quarterly. This expenditure will be used to pay for operational expenses for the school's two locations: 905 Harrison Street and 919 Madison Street.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2018 Budget.

Account Name: Investment Fund
Account Number: 24009999-594000

24000401-523070 (ED 0114)

9/21/2017
Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Junior College, Inc. in the amount of \$75,000.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. FOR THE TWO LOCATIONS OF THE PADUCAH SCHOOL OF ART

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Paducah Junior College, Inc. in the amount of \$75,000, to be paid in equal quarterly allocations of \$18,750. The funds will be used for operational expenses which shall include but not be limited to utilities, repairs and other operating expenses for the two locations of the Paducah School of Art located at 905 Harrison Street and 919 Madison Street. This contract shall expire June 30, 2018.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account No. 24000401-523070.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
\\mo\ contract - Paducah Junior College fy17-18 (school of art)

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2017, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH JUNIOR COLLEGE, INC.** (PJC, Inc.).

WITNESSETH:

WHEREAS, promoting arts education to students in the Paducah/McCracken County area and exposing them to post-secondary education serves a valid public purpose; and

WHEREAS, improving the availability of art degrees to our community will both make the Paducah area more attractive to investors and enhance the life potential of individual students; and

WHEREAS, the City of Paducah desires to contract with PJC, Inc., for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2018.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of SEVENTY-FIVE THOUSAND (\$75,000) to be paid quarterly in equal amounts of \$18,750 by the end of each quarter. PJC, Inc., shall provide invoices to the City of Paducah at the end of each quarter. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - PJC, Inc. will guarantee the City of Paducah that the \$75,000 will be used in the operational expenses for the Paducah School of Art located at 905 Harrison Street and 919 Madison Street. These expenses shall include but not be limited to utilities, repairs and other operating expenses at the two locations of the Paducah School of Art.

SECTION 5: ACCOUNTING

(A) PJC, Inc., shall conduct all accounting, payroll, and financial management.

(B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PJC, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

BRANDI HARLESS, Mayor

PADUCAH JUNIOR COLLEGE, INC.

Name Lee Emmons

Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: September 26, 2017

Short Title: Contract with Paducah Transit Authority

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the General Fund Decision Items for FY2018, the Commission approved appropriation of the sum of \$215,000 to Paducah Area Transit System, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2018 Budget.

Account Name: General Fund
Account Number: 10000106 580080

9/21/2017
Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Transit Authority in the amount of \$215,000.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH AREA TRANSIT SYSTEM FOR PUBLIC
TRANSPORTATION SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000.00, to be paid in equal quarterly allocations of \$53,750.00, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2018.

SECTION 2. This expenditure shall be charged to the General Fund, Account No.10000106-580080.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
\\mo\contract-PATS 2018

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2017, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH TRANSIT AUTHORITY**, ("PTA").

WITNESSETH:

WHEREAS, the services of PTA as described herein are for the direct benefit of the citizens of the City of Paducah and McCracken County, and

WHEREAS, providing transportation services to the citizens in the Paducah/McCracken area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with PTA for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2018.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each. In the event this contract for services is terminated, the City shall not be obligated to make any further quarterly allocation payments.

The first quarterly payment shall be made by September 30, 2017. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES PTA shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Provide safe public transportation to all citizens of Paducah/McCracken County.
- Provide handicap accessible transportation.
- Provide trolley services.

- Provide maintenance for buses and trolleys.
- Provide Trolley for Downtown, Lowertown and Paducah Tours.

It is understood and agreed that PTA shall retain the right to charge trolley riders during times of their choosing (such as Quilt Week, etc.)

SECTION 5: ACCOUNTING

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2017. The second quarterly payment shall not be made until the audit is received.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PTA are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

By _____
BRANDI HARLESS, Mayor

PADUCAH AREA TRANSIT SYSTEM

By Arthur Boykin
Title Executive Director

Agenda Action Form Paducah City Commission

Meeting Date: September 26, 2017

Short Title: Purchase of 10 (ten) Police Pursuit Rated SUV's for the Police Department

Ordinance Emergency Municipal Order Resolution Motion

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

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

Background Information:

On August 3, 2017, sealed written bids were opened for the purchase of ten (10) Police Pursuit Rated SUV's to be used by the Police Department. Lowest evaluated bid was received from Paducah Ford containing (4) Patrol SUV at \$ 41,256.00, (4) Supervisor SUV's at \$39,959.00 each and (2) Detective SUV's at \$37,569.00 for a total price of \$399,998.00. In addition, Paducah Ford agreed to allow the City to purchase up to two (2) additional police SUV's in accordance with the specifications at the unit bid price listed above, in the event the City may need to purchase additional police SUV's prior to June 30, 2018 due to loss of a SUV. The delivery time will be 179 days after contract execution.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

9/21/2017 Finance

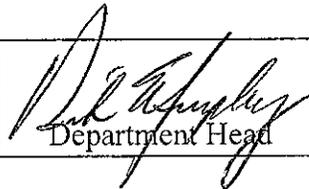
Account Number: 71000210-540050

Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with Paducah Ford for the purchase of ten (10) Police Pursuit Rated SUV's for use by the Police Department in the total amount of \$399,998.00 with the option of additional purchase if needed.

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF PADUCAH FORD FOR SALE TO THE CITY OF TEN (10) POLICE PURSUIT RATED SUV'S FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Paducah Ford for four (4) Patrol SUV's at a unit price of \$41,256.00, four (4) Supervisor SUV's at a unit price of \$39,959.00, and two (2) Detective SUV's at a unit price of \$37,569.00 , for a total price of \$399,998.00, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2018, for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Paducah Ford of August 3, 2017.

SECTION 2. The Mayor is hereby authorized to execute a contract with Paducah Ford for the purchase of ten (10) Police Pursuit Rated SUV's, authorized in Section 1 above, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2018, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. These purchases shall be charged to Fleet Lease Trust Fund – Rolling Stock/Vehicles Account No. 71000210-540050.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
MO\police SUV's 9-2017

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

**AGREEMENT TO PURCHASE TEN (10) POLICE
PURSUIT RATED SUV'S**

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **PADUCAH FORD** hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **TEN (10) POLICE PURSUIT RATED SUVs** to be used by the **Paducah Police Department** in full compliance with the Bid Proposal Dated August 2, 2017 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **179** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Three Hundred Ninety-Nine Thousand Nine Hundred Ninety-Eight Dollars and Zero Cents (\$399,998.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Ordinance # _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, the day and year first above written.

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

CITY OF PADUCAH
ENGINEERING-PUBLIC WORKS DEPARTMENT

Ten (10) Police Pursuit Rated SUV's
LOWEST EVALUATED BID
BID OPENING: 2:00 p.m. CST - Aug 3, 2017

OFFICIAL BIDDER OF RECORD	Paducah Ford	Crossroad Ford	
Contact: Mailing Address:	Allyn Moore 3476 Park Ave Paducah Ky 42001 270 444-0011	Dave Trimpe 1070 Versailles Road Frankfort Ky 40601 855 545-0196	
Ten (10) Police Pursuit Rated SUV's with Factory Police Package	<u>\$399,998.00</u>	<u>\$408,828.00</u>	

Delivery Time	179 days	200-230 days	
Manufacturer	Ford	Ford	

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	YES	YES	
2. Manufacturer's Specifications	YES	NO	
3. Warranty Information	YES	NO	
4. Deviations with Information	NONE	NONE	
6. Kentucky State Bidders	YES	YES	

Responsive & Responsible Bidder:	YES	NO	
Evaluation Score:	1000	982.43	
BID RECOMMENDED FOR ACCEPTANCE	YES	NO	

Agenda Action Form Paducah City Commission

Meeting Date: September 26, 2017

Short Title: Four (4) ZTR Mowers for use by the Parks Department Grounds Maintenance Division

Ordinance Emergency Municipal Order Resolution Motion

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

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

Background Information:

On August 17, 2017, sealed written bids were opened for the purchase of Four (4) ZTR Mowers for use by the Parks Department Grounds Maintenance Division. Lowest evaluated bid was received from James Sanders Nursery Inc. containing Three (3) Toro ZTR 60" Cut Mowers at \$9,999.00 and One (1) Toro ZTR 48" Cut Mower at \$6,900.00 for a total price of \$36,897.00. The delivery time will be 15 days after contract execution.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

 9/26/2017
Finance

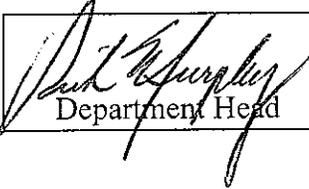
Account Number: 71000210-540050

Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with James Sanders Nursery Inc. for the purchase of Four (4) ZTR Mowers for use by the Parks Department Grounds Maintenance Division in the total amount of \$36,897.00.

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF JAMES SANDERS NURSERY, INC. FOR SALE TO THE CITY OF FOUR (4) ZTR MOWERS FOR USE BY THE PADUCAH PARKS DEPARTMENT GROUNDS MAINTENANCE DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of James Sanders Nursery, Inc. for three (3) Toro ZTR 60” Cut Mowers at \$9,999.00 and one (1) Toro ZTR 48” Cut Mower at \$6,900.00, for a total price of \$36,897.00, for use by the Paducah Parks Department Ground Maintenance Division, said bid being in substantial compliance with bid specifications, and as contained in the bid of James Sanders Nursery, Inc. of August 17, 2017.

SECTION 2. The Mayor is hereby authorized to execute a contract with James Sanders Nursery, Inc. for the purchase of four (4) ZTR Mowers, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. These purchases shall be charged to Fleet Lease Trust Fund – Rolling Stock/Vehicles Account No. 71000210-540050.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
MOZTR Mowers 9-2017

CITY OF PADUCAH
ENGINEERING-PUBLIC WORKS DEPARTMENT

Four (4) ZTR Mowers

LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST - Aug 17, 2017

OFFICIAL BIDDER OF RECORD	Contact Mailing Address:	James Sanders Travis Chandler 4123 Schnefeldman Rd Paducah Ky 42903 270 443-8851	Trover's Outdoor Justin Trover 3545 Park Plaza Rd Paducah, Ky 42001 270 408-1111	Tread's & Auto George Johnson 2311 Cairo Rd Paducah Ky 42001 270 443-0244	Trover's Outdoor Justin Trover 3545 Park Plaza Rd Paducah, Ky 42001 270 408-1111	Tapp's Auto Michael Haney 2161 Irvin Cobb Dr Paducah, Ky 42003 270 575-0061	Trover's Outdoor Justin Trover 3545 Park Plaza Rd Paducah, Ky 42001 270 408-1111
Three (3) 60" and One (1) 48" ZTR Mower		\$36,897.00	\$31,344.00	\$38,116.00	\$35,795.45	\$37,989.14	\$29,826.00

Delivery Time	15 days	14 days	30 days	14 days	30 days	14 days
Manufacturer	60"/48" Toro	60"/48" Spartan/Grasshopper	60"/48" Exmark	60"/48" Grasshopper	60"/48" Gravely	60"/54" Spartan

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	YES						
2. Manufacturer's Specifications	YES						
3. Warranty Information	YES						
4. Deviations with Information	YES						
6. Kentucky State Bidders	YES						

Responsive & Responsible Bidder:	YES	YES	YES	YES	YES	YES	NO-Disqualified
Evaluation Score:	898.5	888.15	857.6	837.9	778		N/A
BID RECOMMENDED FOR ACCEPTANCE	YES	NO	NO	NO	NO	NO	NO

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE FOUR (4) ZTR MOWERS

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the CITY OF PADUCAH, hereinafter called the OWNER, and JAMES SANDERS NURSERY INC. hereinafter called the VENDOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **FOUR (4) ZTR MOWERS** to be used by the PARKS DEPARTMENT GROUNDS MAINTENANCE DIVISION in full compliance with the Bid Proposal Dated August 14, 2017 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **15** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Thirty-Six Thousand Eight Hundred Ninety-Seven Dollars and Zero Cents (\$36,897.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Ordinance # _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, the day and year first above written.

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

Agenda Action Form Paducah City Commission

Meeting Date: September 26, 2017

Short Title: Purchase of One (1) Side Arm Loading Refuse Truck to be used by the EPW-Solid Waste Division

Ordinance Emergency Municipal Order Resolution Motion

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

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

Background Information:

On August 24, 2017 sealed written bids were opened for the purchase of One (1) Side Arm Loading Refuse Truck to be used by the EPW-Solid Waste Division. Two responsive bids were received, with McBride Mack Inc. submitting the lowest evaluated bid in the amount of \$259,472.00. The estimated time for delivery of the new truck will be 60 days after contract execution.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Solid Waste Residential
Account Number: 50002209 540050

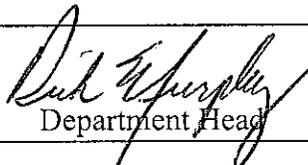
9/21/2017 Finance

Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with McBride Mack Inc. for the purchase of One (1) Side Arm Loading Refuse Truck for use by the EPW Solid Waste Division in the total amount of \$259,472.00.

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF MCBRIDE MACK, INC. FOR SALE TO THE CITY OF ONE (1) SIDE ARM LOADING REFUSE TRUCK FOR USE BY THE PADUCAH ENGINEERING PUBLIC WORKS DEPARTMENT SOLID WASTE DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME
BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of McBride Mack, Inc. for one (1) Side Arm Loading Refuse Truck, for a total price of \$259,472.00, for use by the Paducah Engineering Public Works Department Solid Waste Division, said bid being in substantial compliance with bid specifications, and as contained in the bid of McBride Mack, Inc. of August 24, 2017.

SECTION 2. The Mayor is hereby authorized to execute a contract with McBride Mack, Inc. for the purchase of one (1) Side Arm Loading Refuse Truck, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Solid Waste Residential Account No. 50002209-540050.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
MO\side arm loading truck 9-2017

CITY OF PADUCAH
ENGINEERING-PUBLIC WORKS DEPARTMENT

2018 Side Arm Refuse Truck

LOWEST EVALUATED BID

BID OPENING: Thursday, August 24, 2017 2:00 p.m. CST

OFFICIAL BIDDER OF RECORD	Contact Mailing Address:	McBride Mack	Stringfellow	Worldwide Equipment Inc	Worldwide Equipment Inc
	David Craig 155 McBride Lane Paducah, KY 42001 (270)442-7545	Mark Doods 9053 Fern Creek Rd. Louisville, KY 40291 (502)773-1350	Scott Pekar 945 Nardino Blvd Lexington, Ky 40511 (800) 879-3039	Scott Pekar 945 Nardino Blvd Lexington, Ky 40511 (800) 879-3039	
Side Arm Refuse Truck		\$259,472.00	\$260,400.00	\$256,823.00	\$261,551.00

Delivery Time	60 days	60 days	90 days	90 days
Manufacturer	2018 Mack/2018 Heil	2018 Mack/2018Heil	2016 Mack/2018 Heil body	2016 Mack/2018 Wayne body

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	Yes	Yes	Yes	Yes
2. Manufacturer's Specifications	Yes	Yes	Yes	Yes
3. Warranty Information	Yes	Yes	Yes	Yes
5. Deviations with Information	None	None	Yes	Yes
7. Kentucky State Bidders	Yes	No	Yes	Yes

Responsive & Responsible Bidder:	Yes	Yes	No-Disqualified (Deviations from specifications)	No-Disqualified (Deviations from specifications)
Evaluation Score:	1,000	999	N/A	N/A
BID RECOMMENDED FOR ACCEPTANCE	Yes	No	No	No

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE ONE
SIDE ARM LOADING REFUSE TRUCK

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **MCBRIDE MACK SALES INC.** hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide a **Side Arm Loading Refuse Truck** to be used by the Engineering-Public Works Department, Solid Waste Division in full compliance with the Bid Proposal Dated August 23, 2017 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **60** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Two Hundred Fifty-Nine Thousand Four Hundred Seventy-Two Dollars and Zero Cents (\$259,472.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Ordinance # _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, the day and year first above written.

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

Agenda Action Form Paducah City Commission

Meeting Date: September 26, 2017

Short Title: Purchase of One (1) Front Loading Refuse Truck to be used by the EPW-Solid Waste Division

Ordinance Emergency Municipal Order Resolution Motion

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

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

Background Information:

On August 24, 2017 sealed written bids were opened for the purchase of One (1) Front Loading Refuse Truck to be used by the EPW-Solid Waste Division. Two responsive bids were received, with McBride Mack Inc. submitting the lowest evaluated bid in the amount of \$239,948.00. The estimated time for delivery of the new truck will be 60 days after contract execution.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Solid Waste Residential
Account Number: 5000~~2209~~ 540050
2210 *rvb*

 9/21/2017
Finance

Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with McBride Mack Inc. for the purchase of One (1) Front Loading Refuse Truck for use by the EPW Solid Waste Division in the total amount of \$239,948.00.

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF MCBRIDE MACK, INC. FOR SALE TO THE CITY OF ONE (1) FRONT LOADING REFUSE TRUCK FOR USE BY THE PADUCAH ENGINEERING PUBLIC WORKS DEPARTMENT SOLID WASTE DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of McBride Mack, Inc. for one (1) Front Loading Refuse Truck, for a total price of \$239,948.00, for use by the Paducah Engineering Public Works Department Solid Waste Division, said bid being in substantial compliance with bid specifications, and as contained in the bid of McBride Mack, Inc. of August 24, 2017.

SECTION 2. The Mayor is hereby authorized to execute a contract with McBride Mack, Inc. for the purchase of one (1) Front Loading Refuse Truck, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Solid Waste Residential Account No. 50002210-540050.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 26, 2017
Recorded by Tammara S. Sanderson, City Clerk, September 26, 2017
MO\front loading truck 9-2017

CITY OF PADUCAH
ENGINEERING-PUBLIC WORKS DEPARTMENT

2018 Front Loading Refuse Truck

LOWEST EVALUATED BID

BID OPENING: Thursday, August 24, 2017 2:00 p.m. CST

OFFICIAL BIDDER OF RECORD	McBride Mack	Stringfellow	Worldwide Equipment Inc
Contact: Mailing Address:	David Craig 155 McBride Lane Paducah, KY 42001 (270)442-7545	Mark Dodds 9053 Fern Creek Rd. Louisville, KY 40291 (502)773-1350	Scott Pekar 945 Nandino Blvd Lexington, Ky 40511 (800)879-3039
Front Loading Refuse Truck	<u>\$239,948.00</u>	<u>\$239,999.00</u>	<u>\$234,980.00</u>

Delivery Time	60 days	60 days	5 days
Manufacturer	2018 Heil	2018 Heil	2017 Heil

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	Yes	Yes	Yes
2. Manufacturer's Specifications	Yes	Yes	Yes
3. Warranty Information	Yes	Yes	Yes
5. Deviations with Information	None	None	Yes
7. Kentucky State Bidders	Yes	No	Yes

Responsive & Responsible Bidder:	Yes	Yes	No-Disqualified (Deviations from specifications)
Evaluation Score:	1,000	999.9	N/A
BID RECOMMENDED FOR ACCEPTANCE	Yes	No	No

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

**AGREEMENT TO PURCHASE ONE
FRONT LOADING REFUSE TRUCK**

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **MCBRIDE MACK SALES INC.** hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide a **Front Loading Refuse Truck** to be used by the Engineering-Public Works Department, Solid Waste Division in full compliance with the Bid Proposal Dated August 23, 2017 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **60** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Two Hundred Thirty-Nine Thousand Nine Hundred Forty-Eight Dollars and Zero Cents (\$239,948.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Ordinance # _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, the day and year first above written.

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

Agenda Action Form

Paducah City Commission

Meeting Date: AUGUST 29, 2017

Short Title: Amend ABC Ordinance

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Tammy Sanderson

Presentation By: Jeff Pederson, City Manager

Background Information:

The Kentucky General Assembly passed House Bill 100 (HB 100), House Bill 183 (HB 183), and House Bill 319 into law during the 2017 legislative session. These bills make numerous amendments to Kentucky's alcoholic beverage statutes (KRS 241-244), many of which either authorize or necessitate amendment of local ordinances.

This ordinance proposes several amendments to the City's alcoholic beverage ordinances to implement the following changes:

- Duties and functions of City Alcoholic Beverage Administrator; Bond requirement. The language of Sec. 6-2 is being revised to conform with amendments to state law which clarify the duties and functions of local ABC administrators regarding licensing and penalization. The requirement that the City ABC Administrator execute a \$1,000 bond is also being eliminated from Sec. 6-2 because this is no longer required under state law. Other changes are being made to this section for conformity with statutory language and for gender neutrality.
- Sunday Sales. Sec. 6-4 currently prohibits the sale of alcoholic beverages on Sunday unless the type of sale or type of license falls within one of the exceptions under paragraphs (d) through (h). In such cases, Sunday sales are only permitted between the hours of 1:00 p.m. and 10:00 p.m. This ordinance will amend Sec. 6-4 to allow the sale of alcoholic beverages on Sundays for all license types during the same hours such sales are permitted any other day of the week. The exceptions in paragraphs (d) through (h) are being eliminated because they are not necessary if Sunday sales are generally allowed. Sec. 6-7 is being repealed because it creates an exception to the general prohibition on Sunday sales for holders of special temporary licenses which is not necessary based on the changes to Sunday sales in Sec. 6-4. Other changes are being made to this section for clarity and gender neutrality.
- Underage person on licensed premises. The provisions of Sec. 6-5 are being replaced with a reference to KRS 244.085. State law more fully sets forth the prohibited activities regarding underage persons on premises licensed to sell alcoholic beverages.

Therefore, a local ordinance is not necessary unless the City wants to regulate these activities more strictly than state law.

- License Types. A new statute for the types of licenses that a city may require was enacted. Sec. 6-40 is being amended to conform with the types of local licenses and associated fees now permitted under state law. Other changes are being made to Sec. 6-40 for clarity and to improve the overall organization.
- Conformity with state law. Sec. 6-3, Sec. 6-32, Sec. 6-33 and Sec. 6-34 are being amended for the sole purpose of conforming with changes in state law with respect licensing procedures.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Staff Recommendation:

To adopt the above changes to the City’s ABC ordinance.

Attachments:

Department Head	City Clerk	City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: September 12, 2017

Short Title: **Setting Tax Levies: Ad Valorem Properties -- FY2018**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

Background Information:

Real estate and personal property tax levies for the City's General Fund and Paducah Junior College (PJC) as well as another (non-City) tax jurisdiction, the Paducah Independent School District, are proposed to be set as per the attached ordinance. Please refer to exhibits 1-3 for a history of the ad valorem tax levies for real estate (*exhibit 1*), personal (*exhibit 2*) & inventory (*exhibit 3*).

The City's General Fund real estate tax levy is proposed to be \$25.5 cents per \$100 AV. The proposed FY2018 rate is 56% of what the rate was in FY1995, when the City made a conscious effort to lower real estate tax rates (*see exhibit 1*).

The City's General Fund personal tax levy is proposed to be \$39 cents per \$100 AV. The proposed FY2018 rate is 23% less than the FY1995 rate (*see exhibit 2*).

The City eliminated inventory taxes (*see exhibit 3*) years ago in order to encourage inventory-rich business growth in Paducah. As you can see, the City's inventory rate was phased out over a four-year period, 1998 through 2002, and fully eliminated in FY2003. The inventory tax revenue would have been nearly \$1.0 million in FY2018, if it were still in place today.

Staff proposes the City's tax levy be set at 25.5 cents per \$100 assessed value (AV), the same rate as last year (FY2017). The FY2018 compensating rate is 24.6 cents per \$100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 25.6 cents. The City of Paducah is proposing to take an amount less than the 4% allowed by KRS, as it has many times in the past.

From FY2001 to FY2018, the City of Paducah dropped its real estate tax levy by 4.5 cents, while others have increased their tax levy. The Paducah Independent School District real estate levy will decrease 0.2 cents to 79 and 7/10 cents/\$100 AV.

The property tax levy ordinance will be introduced on September 12, 2017 with the second and final reading on September 26, 2017. Since the City's proposed tax levy is greater than the 'compensating rate' of 24.6 cents per \$100 AV, a public hearing is required; a public hearing is scheduled for September 12, 2017.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: N/A
Account Number: N/A

 Finance

Staff Recommendation:

Recommend that the Mayor and Commission adopt the proposed 2017-2018 real estate and personal ad valorem tax levies as proposed.

Motion:

I move that an ordinance setting the levies and rates of taxation on all property in the City of Paducah, Kentucky, subject to taxation for municipal purposes and for school purposes for the period from July 1, 2017, through June 30, 2018, be adopted.

Attachments: Tables of Historic Tax Levies (3)

Department Head	City Clerk	City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: September 26, 2017

Short Title: Tri-State Construction request for annexation (Intent to Annex)

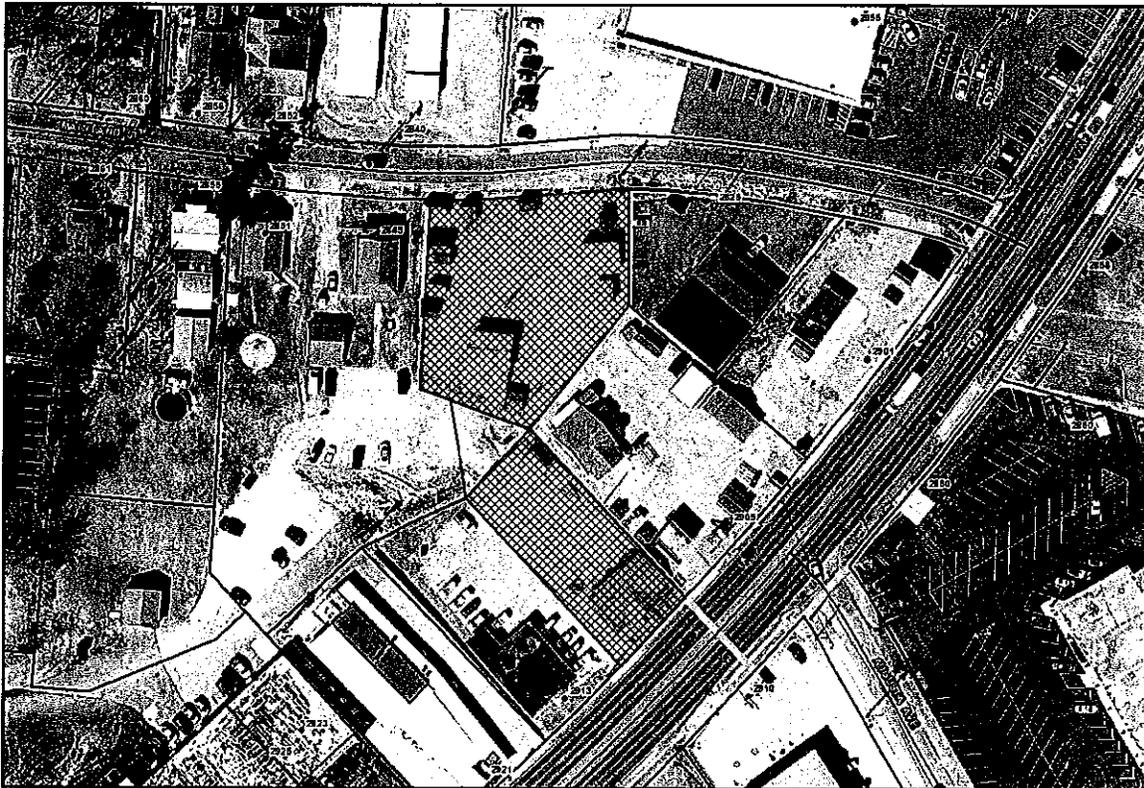
Ordinance Emergency Municipal Order Resolution

Staff Work By: Joshua P. Sommer

Presentation By: Tammara Tracy

Background Information:

On September 1, 2017 the Paducah Planning Department received a request from S R Investments, LLC to annex 2909 Lone Oak Road and 2835 Maryland Street into the City of Paducah. The Intent to Annex ordinance will allow a final annexation and zoning designation to be adopted by the City Commission at the same time. Adjacent Right-of-Way of Lone Oak Road is being annexed as well. A future shopping strip center is being proposed for the site.



Funds Available: Account Name: N/A
Account Number: N/A

Finance

Motion:

Attachments:

Request for Annexation
Legal Description of proposed annexation
Annexation plat

 Department Head	City Clerk	 City Manager
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RECEIVED

SEP 08 2017

ENGINEERING
DEPARTMENT

S & R Investments, LLC
P.O. Box 3268
Paducah, KY 42002

September 1, 2017

Josh Sommers, Planning Director
Paducah City Hall
P.O. Box 2267
Paducah, KY 42002-2267

Dear ~~Josh~~,

RE: REQUEST FOR ANNEXATION

S R Investments, LLC is herein requesting that the City Of Paducah annex the following property into the City Of Paducah Corporate Limits:

- 2909 Lone Oak Road shown as Parcel No. 18-4-72 in the McCracken County Property Valuation Administrator's Office
- 0 Maryland Street shown as Parcel No. 18-4-76 in the McCracken County Property Valuation Administrator's Office

It is our desire that annexation be contingent upon the property being zoned as Commercial.

Please contact Rod H. Martin at Shawnee Professional Services, Inc. for additional information as needed.

Yours very truly,



Pardeep Rachan

cc: Shawnee Professional Services, Inc., 401 Washington Street, Paducah, KY 42003

AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY INTENT TO ANNEX CERTAIN PROPERTIES LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTIES TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, certain tracts of property are contiguous to the present city limits, located at 2909 Lone Oak Road and 2835 Maryland Street, are urban in character and currently commercially developed; and

WHEREAS, the properties are contiguous to the present corporate limits of the City, and annexation has been requested by the properties' owner, Tri-State Construction, for the hereinafter described properties; and

WHEREAS, said tracts of land are not within the boundary of another incorporated city.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. It is the intent of the City of Paducah, Kentucky, to annex the hereinafter described properties, and therefore that the hereinafter described properties be annexed to, and be made a part of the City of Paducah, Kentucky said real properties being more particularly and accurately described as follows:

ANNEXATION AREA "A"

Lying along the Southerly side of Maryland Street and being the S & R Investments, LLC property recorded in Deed Book 1348, page 476, McCracken County Court Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing mag nail in concrete in the Southerly right-of-way line of Maryland street and a corner to the existing corporate limits to the City of Paducah, Kentucky as shown on Annexation Plat recorded in Plat Section "M", page 1109, said point being at the Northwesterly corner of a 1.231 Acre Tract per Waiver of Subdivision recorded in Plat Section "M", page 1108 and the Northeasterly corner of Lot 3 per Waiver of Subdivision recorded in Plat Section "G", page 246; THENCE FROM SAID POINT OF BEGINNING Southwardly with said existing corporate limits to the City of Paducah and the Easterly line of the S & R Investments, LLC property per Deed Book 1348, page 476 for the following 2 calls: S 2°17'05" E 86.65 feet to an existing ½" rebar with cap no. 2105 and S 44°07'58" W 113.90 feet to an existing ½" rebar with cap at the Southeasterly corner of said S & R Investments, LLC property and the Southwesterly corner of a 1.922 Acre Tract per aforesaid Annexation Plat recorded in Plat Section "M", page 1109 and the Southwesterly corner of a 1.231 Acre Tract per Waiver of Subdivision recorded in Plat Section "M", page 1108; thence N 70°51'40" W with the Southerly line of said S & R Investments, LLC property 85.24 feet to an existing 4" x 4" concrete monument at the Southwesterly corner thereof; thence N 2°35'55" E with the West line of said S & R Investments, LLC property 135.11 feet to an existing 4" x 4" concrete monument at the Northwest corner thereof and in the Southerly right-of-way line of aforesaid Maryland Street; thence N 87°56'15" E with the Southerly right-of-way line of said Maryland Street 150.35 feet to the Point of Beginning and containing 21,535 square feet as shown on "Annexation Plat for S & R Investments LLC" prepared by Shawnee Professional Services dated August 31, 2017.

The above Legal Description was written by Rod H. Martin, Kentucky Licensed Surveyor, on the 31th day of August, 2017 and is correct to the best of my knowledge and belief.

ANNEXATION AREA "B"

Lying along U.S. Highway 45 (Lone Oak Road) and including the S & R Investments, LLC Property recorded in Deed Book 1344, page 433, McCracken County Court Clerks office, McCracken County, Kentucky and more particularly bounded and described as follow to wit:

Beginning at an existing 1/2" rebar with cap no. 2105 in the existing corporate limits to the City of Paducah, Kentucky as shown on Annexation Plat recorded in Plat Section "M", page 1109 at its intersection with the Southeasterly right-of-way line of U.S. Highway 45 (Lone Oak Road), said point being S 42°07'53" W 12.44 feet, N 47°43'53" W 12.50 feet and S 44°31'29" W 35.14 feet as measured along said Southeasterly right-of-way line from its intersection with the Westerly right-of-way line of Augusta Avenue; THENCE FROM SAID POINT OF BEGINNING Southwestwardly with the Southeasterly right-of-way line of said U.S. Highway 45 for the following 2 calls: S 44°31'29" W 15.60 feet to a point opposite and 36 feet Southeastwardly therefrom centerline Highway Station 128+60 feet; and Southwestwardly with a curve to the right having a radius of 2,582.50 feet (a chord being S 43°59'19" W 53.60 feet) a distance of 53.60 feet to a 1/2" rebar with cap no. 2105 set; thence N 42°56'15" W with the Southwesterly line, projected Southeastwardly of the S & R Investments, LLC Property per Deed Book 1344, page 433, 72.07 feet to a mag nail set in asphalt drive at the Southwesterly corner of said S & R Investments LLC Property; thence N 42°56' 15" W with the Southwesterly line of said S & R Investments, LLC property per Deed Book 1344, page 433, 182.72 feet to a 1/2" rebar with cap no. 2105 set at the Northwesterly corner thereof; thence N 42°00'50" E with the Northwesterly line of said S & R Investments, LLC Property 69.86 feet to an existing 1/2" rebar with cap at the Northeasterly corner thereof and at a corner in the aforesaid existing corporate limits to the City of Paducah, Kentucky per Annexation Plat recorded in Plat Section "M", page 1109; thence S 42°49'53" E with the Northeasterly line of said S & R Investments, LLC property and the Northeasterly line projected Southeastwardly across aforesaid U.S. Highway 45 and also with said existing corporate limits to the City of Paducah, Kentucky per Plat Section "M", page 1109 and passing an existing 1/2" rebar at the Southeasterly corner of said S & R Investments, LLC property at 184.83 feet for a total distance of 257.38 feet to the Point of Beginning and containing 17,760 square feet as shown on "Annexation Plat for S & R Investments, LLC" prepared by Shawnee Professional Services dated August 31, 2017.

The above Legal Description was written by Rod H. Martin, Kentucky Licensed Surveyor, on the 31th day of August, 2017 and is correct to the best of my knowledge and belief.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

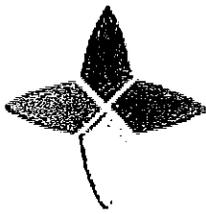
Introduced by the Board of Commissioners, September 26, 2017

Adopted by the Board of Commissioners, October 10, 2017

Recorded by Tammara S. Sanderson, City Clerk, October 10, 2017

Published by The Paducah Sun, _____

\\ord\plan\annex -- intent (Tri-State Construction) 2909 Lone Oak Rd and 2835 Maryland



Shawnee Professional Services

Engineers, Surveyors, Acquisition & Energy

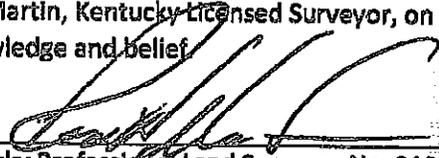
ShawneePSI.com

LEGAL DESCRIPTION
OF
ANNEXATION AREA "A"
(21,535 SQUARE FEET)

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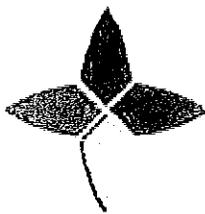
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The above Legal Description was written by Rod H. Martin, Kentucky Licensed Surveyor, on the 31th day of August, 2017 and is correct to the best of my knowledge and belief.



Kentucky Professional Land Surveyor No. 2105

JMG:dg



Shawnee Professional Services

Engineers, Surveyors, Acquisition & Energy

ShawneePSI.com

LEGAL DESCRIPTION

OF

ANNEXATION AREA "B"

17,760 SQUARE FEET

Lying along U.S. Highway 45 (Lone Oak Road) and including the S & R Investments, LLC Property recorded in Deed Book 1344, page 433, McCracken County Court Clerks office, McCracken County, Kentucky and more particularly bounded and described as follow to wit:

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Kentucky Professional Land Surveyor No. 2105

JMG:djg

