



CITY COMMISSION MEETING
AGENDA FOR MAY 24, 2016
5:30 P.M.
CITY HALL TRAINING ROOM
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

	I. <u>MINUTES</u>
	II. <u>MOTION</u>
	A. R & F Documents
	III. <u>MUNICIPAL ORDER</u>
	A. Personnel Actions
	IV. <u>ORDINANCE – INTRODUCTION</u>
	A. Authorize Payment to Vendor For Household Hazardous Waste Collected During the Free Clean-up Day – C. YARBER
	B. Lease of Property from Jim Smith Contracting, LLC – M. THOMPSON
	C. Repeal Sections in Chapter 38, Emergency Services – FIRE CHIEF KYLE
	D. Establish the 911 Communications Services Department – CITY MGR PEDERSON
	V. <u>WORKSHOP</u>
	A. Review of FY2017 Budget
	VI. <u>CITY MANAGER REPORT</u>
	VII. <u>MAYOR & COMMISSIONER COMMENTS</u>
	VIII. <u>PUBLIC COMMENTS</u>
	IX. <u>EXECUTIVE SESSION</u>

MAY 17, 2016

At a Regular Meeting of the Board of Commissioners, held on Tuesday, May 17, 2016, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided. and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the May 10, 2016, City Commission meeting be waived and that the Minutes of said meeting prepared by the City Clerk be approved as written.

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

APPOINTMENT

PADUCAH-McCRACKEN COUNTY RIVERPORT AUTHORITY

Mayor Kaler made the following appointment: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby appoint Bill Paxton to the Paducah-McCracken County Riverport Authority to fill the unexpired term of David Mast who has resigned. This term will expire September 26, 2017."

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners approve the action of Mayor Kaler in appointing Bill Paxton to the Paducah-McCracken County Riverport Authority.

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

MUNICIPAL ORDER

AUTHORIZE TERMINATION OF LEASE WITH OWNER OF JACKSON HOUSE APARTMENTS FOR ANTENNA SYSTEM

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "AN ORDER DECLARING THE LEASE BETWEEN THE CITY OF PADUCAH, KENTUCKY, AS LESSEE, AND WESTERN KENTUCKY UNION LABOR SENIOR CITIZENS HOUSING CORPORATION, A KENTUCKY NOT-FOR-PROFIT CORPORATION, AS LESSOR, AS SURPLUS AND AUTHORIZING AND APPROVING THE TERMINATION OF THE LEASE," be adopted.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). MO.#1906; BK 9

ORDINANCES – ADOPTION

ACCEPT 2014 LAND & WATER CONSERVATION FUND GRANT AWARD

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE KENTUCKY GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT FOR A 2014 LAND AND WATER CONSERVATION FUND GRANT."

MAY 17, 2016

This ordinance is summarized as follows: Authorizing the Mayor to execute a grant agreement and all documents relating thereto with the Kentucky Governor's Office for Local Development to obtain a matching grant in the amount of \$75,000.00 for a National Park Service Land and Water Conservation Fund Grant for the construction of Phase I of the health park located at 421 North 13th Street. The City will provide 50% in-kind/cash match.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-5-8364; BK 34

AUTHORIZE EXECUTION OF HOTEL MODIFICATION AGREEMENT

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A FIRST AMENDMENT TO HOTEL DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH RIVERFRONT HOTEL LP, WITH RESPECT TO A PUBLIC PROJECT; AUTHORIZING THE EXECUTION OF THE AMENDMENT." This ordinance is summarized as follows: This Ordinance authorizes the City of Paducah to execute a First Amendment to the Hotel Development Agreement between the City and Paducah Riverfront Hotel LP, eliminating Paducah Riverfront Hotel LP's commitment to operate and manage the publically owned convention center, generally known as the Julian Carroll Convention, William and Meredith Schroeder Expo Center.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-5-8365; BK 34

TRANSFER REAL PROPERTY LOCATED AT 619 NORTH 6TH STREET TO THE PADUCAH-McCRACKEN COUNTY CONVENTION CENTER CORPORATION

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING AND APPROVING THE SALE OF SURPLUS MUNICIPALLY OWNED REAL PROPERTY AND IMPROVEMENTS LOCATED AT 619 NORTH 6TH STREET, PADUCAH, MCCRACKEN COUNTY, KENTUCKY, FOR PURPOSES OF PROMOTING TOURISM AND ECONOMIC DEVELOPMENT." This ordinance is summarized as follows: This Ordinance authorizes the City of Paducah to execute a special warranty deed and bill of sale to convey the real property and improvements located at 619 North 6th Street to the Paducah McCracken County Convention Center Corporation for purposes of promoting tourism and economic development.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2016-5-8366; BK 34

CITY MANAGER REPORT

City Manager Pederson and Finance Director Jon Perkins will present the proposed budget to the Commission for discussion at next week's commission meeting.

MAYOR & COMMISSIONER COMMENTS

None were given.

MAY 17, 2016

PUBLIC COMMENTS

None were given.

Upon motion the meeting adjourned.

ADOPTED: May 24, 2016

City Clerk

Mayor

MAY 24, 2016

I move that the following documents be received and filed:

DOCUMENTS

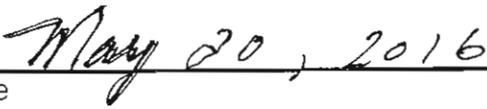
1. Certificate of Liability Insurance for Leigh & Associates, Inc.
2. Deeds with Millwork Products for 1036 Madison Street (MO # 1903)
3. Permanent Utility Easement and Temporary Construction Easement with Paducah Water for property located at 1400 Broadway (MO # 1897)
4. Permanent Utility Easement and Temporary Construction Easement with Paducah Water for 421 North 13th Street (MO # 1898)
5. Contracts/Agreements:
 - a. Agreement with the Department for Local Government for a Community Development Block Grant for the demolition of 432 Broadway (ORD # 2016-04-8358)
 - b. Reimbursement Agreement with Paducah Water for asphalt and concrete rehabilitation work associated with the 24" Transmission Water Main Project (ORD # 2016-04-8362)
 - c. Change Order No. 1 with Mott Electric for the Police Station Emergency Generator Project (ORD #2016-04-8361)
 - d. Loan Agreement with McCracken County, KY and Genova Products, Inc. for \$1,100,000 for equipment and fixtures for 5400 Commerce Drive (ORD # 2015-11-8328)
 - e. Lien Subordination Agreement with Wells Fargo Bank, National Association for loan with Genova Products, Inc. (ORD # 2016-11-8328)
 - f. Contract for Services with Paducah-McCracken County Convention & Visitors Bureau (ORD # 2016-05-8363)
 - g. Agreement with Midstates Construction Company, Inc. for Renovation of the Police Department Annex Building located at 1410 Broadway (ORD # 2016-03-8353)
6. Operating Budget for Forest Hills Village, Inc. for fiscal year 2016/2017

CITY OF PADUCAH
May 24, 2016

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
May 24, 2016

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Baird, Kolbie L	Recreation Leader	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Barnett, Sam	Pool Attendant	\$7.62/Hr	NCS	Non-Ex	May 19, 2016
Beeler, Paigelyn G	Lifeguard	\$8.12/Hr	NCS	Non-Ex	May 19, 2016
Cates, Tristan G	Recreation Leader	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Chandler, Alexis M	Pool Attendant	\$7.62/Hr	NCS	Non-Ex	May 19, 2016
Chandler, Bianca	Pool Attendant	\$7.62/Hr	NCS	Non-Ex	May 19, 2016
Crider, Elijah	Lifeguard	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Davis, Mildred	Recreation Leader	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Griffin, Olivia S	Recreation Leader	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Hack, Katelyn	Lifeguard	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Kaylor, Zoey	Lifeguard	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Lloyd, Hannah E	Lifeguard	\$8.12/Hr	NCS	Non-Ex	May 19, 2016
Lott, Tamera L	Pool Attendant	\$7.62/Hr	NCS	Non-Ex	May 19, 2016
Lowery, Claren	Pool Attendant	\$7.62/Hr	NCS	Non-Ex	May 19, 2016
Meier, Kevin C	Lifeguard	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Meier, Matthew C	Pool Attendant	\$7.62/Hr	NCS	Non-Ex	May 19, 2016
Milford, Madeleine E	Recreation Leader	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Mitchell, Lindsey	Recreation Leader	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Myers, Mallory M	Lifeguard	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Nash, Sydney M	Recreation Leader	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Raber, Grace F	Pool Attendant	\$7.62/Hr	NCS	Non-Ex	May 19, 2016
Seitz, Leigh A	Pool Attendant	\$7.62/Hr	NCS	Non-Ex	May 19, 2016
Shannon, Molly	Recreation Leader	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Smiley, Lydia N	Recreation Leader	\$8.12/Hr	NCS	Non-Ex	May 26, 2016
Smith, Jalisa M	Pool Attendant	\$7.62/Hr	NCS	Non-Ex	May 19, 2016
Watkins, Evan A	Recreation Leader	\$8.12/Hr	NCS	Non-Ex	May 19, 2016
Woodson, Dakota T	Recreation Leader	\$8.12/Hr	NCS	Non-Ex	May 26, 2016

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Murt, Ryan T	Lifeguard	Resignation* *Accepted another summer position	May 19, 2016
Curry, Michael	Lifeguard	Resignation* *Accepted another summer position	May 18, 2016

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>PARKS SERVICES</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Clark, Amie R	Recreation Superintendent \$24.36/Hr	Recreation Superintendent \$25.26/Hr	NCS	Ex	June 9, 2016
<u>FIRE - SUPPRESSION</u>					
Graves, Matthew M	Acting Fire Lieutenant \$16.08/Hr	FF / Relief Driver \$14.85/Hr	NCS	Non-Ex	May 10, 2016
Glisson, Stephen C	Acting Fire Captain \$17.24/Hr	Fire Lieutenant \$16.17/Hr	NCS	Non-Ex	May 10, 2016

Agenda Action Form Paducah City Commission

Meeting Date: May 24, 2016

Short Title: Authorize Payment to Clean Earth, Inc. for Household Hazardous Waste Collected during 2016 Clean-Up Day

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chris Yarber, Assistant Public Works Director
Presentation By: Chris Yarber, Assistant Public Works Director

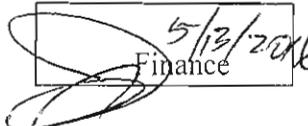
Background Information:

On April 16, 2016 the City of Paducah co-sponsored along with the county a free Clean-Up Day to assist all property owners with disposal of various waste. Household hazardous waste and electronic waste were items collected on this day. In accordance with Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste. Clean Earth, Inc., with an office in Calvert City, KY, is the only certified hazardous collector who is a vendor with the Commonwealth of Kentucky within this area.

Therefore, the service of Clean Earth, Inc. was requested to collect and dispose of household hazardous and electronic waste during the free Clean-Up Day. This year, the collection of household hazardous waste and electronic waste totaled \$42,057.70. The partial funding of the free Clean-Up Day is provided by a grant from the Kentucky Division of Waste Management.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Fees / Landfill
Project Number: MR0065
Account Number: 050-2209-531-2004

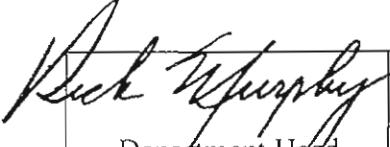

5/13/2016
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the payment of \$42,057.70 to Clean Earth, Inc., for collection and disposal of household hazardous and electronic waste collected during the free Clean-Up Day on April 16, 2016.

Attachments:

Invoice

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2016-6-_____

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY FREE CLEAN-UP DAY

WHEREAS, the City of Paducah and McCracken County co-sponsored a free Clean-Up Day on April 16, 2016, to assist McCracken County property owners with disposal of various waste; and

WHEREAS, the City will receive partial funding for the free Clean-Up Day from the Kentucky Division of Waste Management; and

WHEREAS, in accordance with State of Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste; and

WHEREAS, Clean Earth, Inc., located in Calvert City, Kentucky, is the only local, certified hazardous collector and therefore was requested to collect and dispose of the household hazardous waste and electronic waste during the free Clean-Up Day; and

WHEREAS, this year's collection of hazardous waste and electronic waste cost exceeded \$20,000 and therefore, requires Procurement Code procedures to be implemented.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Finance Director is hereby authorized to pay Clean Earth, Inc., the amount of \$42,057.70, for the disposal of household hazardous waste and electronic waste collected during the City/County free Clean-Up Day.

SECTION 2. This expenditure shall be charged to Project Account No. MR0065.

SECTION 3. 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, May 24, 2016

Adopted by the Board of Commissioners, June _____, 2016

Recorded by Tammara S. Sanderson, City Clerk, June _____, 2015

Published by The Paducah Sun,

\ord\pw\household haz waste-Clean Earth 2016



CLEAN EARTH®

Faster, smarter, greener solutions.™

Clean Earth Inc.
PO Box 95000-3755
Philadelphia, PA 19195-0001
724-933-4100

Invoice Number: **181310**
Invoice Date: **04/29/2016**
Due Date: **05/29/2016**
Payment Terms: **Net 30**
Customer #: **PPW415A**
Sale Rep: **Burton, Rose**
Purchase Order #:
Work Orders:
142126

Bill To:
Paducah Public Works
Attn: Mike Orenduff
1120 North 10th Street
Paducah, KY 42001

Generator:
Paducah and McCracken County Residents
850 Burnett Street
Paducah, KY 42001

Thank you for using AES Environmental LLC for your disposal needs.

Total: **\$42,057.70**

Remit To: Clean Earth Inc.
PO Box 95000-3755
Philadelphia, PA 19195-0001
724-933-4100



Faster, smarter, greener solutions.™

Invoice Number: 181310
 Invoice Date: 04/29/2016
 Due Date: 05/29/2016
 Purchase Order #:
 Customer #: PPW415A

Generator: Paducah and McCracken County Residents
 850 Burnett Street
 Paducah, KY 42001

Work Order # 142126

Disposal

Date	Description	Quantity	Unit	Unit Price	Line Price
4/19/2016	142126-1 / MGT-7664 / HOUSEHOLD HAZ WASTE - AEROSOLS / Tri-Wall/Supersack	405.00	Pound	\$1.10	\$445.50
4/19/2016	142126-2 / MGT-7660 / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Pallet	1,035.00	Pound	\$1.10	\$1,138.50
4/19/2016	142126-2 / MGT-7660 / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Tri-Wall/Supersack	6,180.00	Pound	\$1.10	\$6,798.00
4/19/2016	142126-3 / MGT-7661 / HOUSEHOLD HAZ WST LIQUID PESTICIDES / Tri-Wall/Supersack	675.00	Pound	\$1.10	\$742.50
4/19/2016	142126-4 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 55G	125.00	Pound	\$1.10	\$137.50
4/19/2016	142126-5 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 55G	145.00	Pound	\$1.10	\$159.50
4/19/2016	142126-9 / MGT-7660 / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / 20G/30G	600.00	Pound	\$1.10	\$660.00
4/19/2016	142126-10 / MGT-13182 / LAB PACKS / 55G	65.00	Pound	\$1.10	\$71.50
4/19/2016	142126-11 / MGT-43662 / ASBESTOS CONTAINING MATERIAL / 5G	20.00	Pound	\$1.10	\$22.00
4/19/2016	142126-12 / MGT-17609 / MERCURY & MERCURY MANUF. ARTICLES / 5G	1.00	Container	\$560.00	\$560.00
4/19/2016	142126-13 / MGT-21846 / FIRE EXTINGUISHERS / 55G	80.00	Pound	\$1.10	\$88.00
4/19/2016	142126-14 / MGT-7788 / HHW - PROPANE CYLINDERS / 5G	60.00	Pound	\$1.10	\$66.00



Invoice Number: 181310
Invoice Date: 04/29/2016
Due Date: 05/29/2016
Purchase Order #:
Customer #: PPW415A

Faster, smarter, greener solutions.™

Generator: Paducah and McCracken County Residents
 850 Burnett Street
 Paducah, KY 42001

Date	Description	Quantity	Unit	Unit Price	Line Price
4/19/2016	142126-17 / MGT-32039 / MAPP GAS CYLINDER / 5G	5.00	Pound	\$1.10	\$5.50
4/19/2016	142126-19 / MGT-21491 / NICKEL CADMIUM BATTERIES / 5G	40.00	Pound	\$1.10	\$44.00
4/19/2016	142126-19 / MGT-21491 / NICKEL CADMIUM BATTERIES / 5G	40.00	Pound	\$1.10	\$44.00
4/19/2016	142126-20 / MGT-21492 / DRY ALKALINE BATTERIES / 5G	190.00	Pound	\$1.10	\$209.00
4/19/2016	142126-21 / MGT-32038 / LITHIUM BATTERIES / 5G	7.00	Pound	\$1.10	\$7.70
4/19/2016	142126-21 / MGT-32038 / LITHIUM BATTERIES / 5G	8.00	Pound	\$1.10	\$8.80
4/19/2016	142126-22 / MGT-43661 / SEALED LEAD ACID BATTERIES / 55G	428.00	Pound	\$1.10	\$470.80
4/19/2016	142126-22 / MGT-43661 / SEALED LEAD ACID BATTERIES / 5G	19.00	Pound	\$1.10	\$20.90
4/19/2016	142126-22 / MGT-43661 / SEALED LEAD ACID BATTERIES / 5G	213.00	Pound	\$1.10	\$234.30
4/19/2016	142126-23 / MGT-21489 / STANDARD FLUORESCENT BULBS / Lamp Box	35.00	Minimum	\$50.00	\$1,750.00
4/19/2016	142126-24 / MGT-32037 / COMPACT FLUORESCENT BULBS / Lamp Box	1.00	Minimum	\$50.00	\$50.00
4/19/2016	142126-25 / MGT-7662 / USED OIL / Totes <= 275G	1,925.00	Pound	\$1.10	\$2,117.50
4/19/2016	142126-26 / MGT-54300 / ANTIFREEZE FOR RECYCLE / 55G	140.00	Pound	\$1.10	\$154.00
4/19/2016	142126-27 / MGT-54367 / E-WASTE / 55G	99.00	Pound	\$0.38	\$37.62



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Invoice Number: 181310
 Invoice Date: 04/29/2016
 Due Date: 05/29/2016
 Purchase Order #:
 Customer #: PPW415A

Generator: Paducah and McCracken County Residents
 850 Burnett Street
 Paducah, KY 42001

Date	Description	Quantity	Unit	Unit Price	Line Price
4/19/2016	142126-27 / MGT-54367 / E-WASTE / Pallet	4,011.00	Pound	\$0.38	\$1,524.18
4/19/2016	142126-28 / MGT-7660 / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / 55G	250.00	Pound	\$1.10	\$275.00
4/19/2016	142126-28 / MGT-7660 / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / 55G	250.00	Pound	\$1.10	\$275.00
4/19/2016	142126-29 / MGT-7788 / HHW - PROPANE CYLINDERS / 5G	50.00	Pound	\$1.10	\$55.00
4/19/2016	142126-30 / MGT-54401 / LIGHTERS / 5G	1.00	Container	\$145.00	\$145.00
4/19/2016	142126-31 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / 5G	26.00	Pound	\$1.10	\$28.60
4/19/2016	142126-31 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / Pallet	2,069.00	Pound	\$1.10	\$2,275.90
4/19/2016	142126-32 / MGT-54400 / REFRIGERANT R-12 / 5G	5.00	Pound	\$1.10	\$5.50
4/19/2016	142126-33 / MGT-54402 / REFRIGERANT R-410A / 5G	5.00	Pound	\$1.10	\$5.50
4/19/2016	142126-34 / MGT-13182 / LAB PACKS / 5G	10.00	Pound	\$1.10	\$11.00
4/25/2016	142126-1-1 / MGT-54367 / E-WASTE / Pallet	8,515.00	Pound	\$0.38	\$3,235.70
4/18/2016	142126-2-1 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / Rolloff/Dump	12,940.00	Pound	\$1.10	\$14,234.00
4/27/2016	142142-1 / MGT-54367 / E-WASTE / Pallet	9,740.00	Pound	\$0.38	\$3,701.20



Faster, smarter, greener solutions.™

Invoice Number: 181310
Invoice Date: 04/29/2016
Due Date: 05/29/2016
Purchase Order #:
Customer #: PPW415A

Generator: Paducah and McCracken County Residents
850 Burnett Street
Paducah, KY 42001

Date	Description	Quantity	Unit	Unit Price	Line Price
4/27/2016	142142-2 / MGT-13182 / LAB PACKS / 5G	1.00	Container	\$243.00	\$243.00

Invoice Total \$42,057.70

**Agenda Action Form
Paducah City Commission**

Meeting Date: May 24, 2016

Short Title: Lease of property from Jim Smith Contracting, LLC

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mark Thompson,

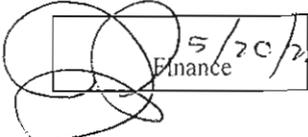
Presentation By: Mark Thompson, Parks Services Director

Background Information:

The contract between Jim Smith Contracting and the City of Paducah for the use of the track of land that accommodates the Farmer's Market pavilion, the downtown restrooms and serves as a parking lot for many downtown activities has expired. This was originally a ten-year contract with two 2-year renewals. The renewal of the contract is for ten years with a monthly payment of \$1,250 per month. The lease payment will remain the same throughout the length of the contract. Both parties have an "out clause" with three months written notice.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Rent
 Account Number: 001-2401-534-2409


Finance 5/20/2016

Staff Recommendation:

Adopt an ordinance authorizing the Mayor to execute a Lease Agreement with Jim Smith Contracting, LLC for the use of said property.

Attachments:

Copy of Lease Agreement

<i>MHT</i> Department Head	City Clerk	 City Manager
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ORDINANCE 2016-6-_____

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A LEASE WITH JIM SMITH CONTRACTING, LLC FOR THE USE OF A TRACT OF LAND FOR THE BENEFIT OF THE CITY OF PADUCAH

WHEREAS, the City of Paducah and Jim Smith Contracting, LLC have previously been a party to a prior lease dated March 11, 2002, concerning the premises herein described, which prior lease has now expired; and

WHEREAS, the City and Jim Smith Contracting desire to enter a new lease of the premises described herein.

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

SECTION 1. The City Commission hereby authorizes and approves the City of Paducah to enter into a Lease Agreement with Jim Smith Contracting, LLC for the use of a tract of land that accommodates the Farmer's Market pavilion, the downtown restrooms and serves as a parking lot for many downtown activities.

SECTION 2. The tract of land referred to in Section 1 above is more particularly described as follows:

That certain parcel of land being all of Block 1, Addition "D" to the City of Paducah, which is bounded on the North by the presently existing Floodwall, on the South by Second Street, on the East by Jefferson Street, and on the West by Monroe Street, if extended; and,

That certain parcel of land being all of Block 2, Addition "D" to the City of Paducah which is bounded on the North by the presently existing Floodwall, on the south by Second Street, on the East by Monroe Street, if extended, and on the West by Madison Street.

Being part of the same property conveyed to Jim Smith Contracting Company, Inc. by Smith Development, Inc. by deed dated February 28, 1996, and recorded in Deed Book 846, page 619, McCracken County Courthouse.

SECTION 3. The Mayor is hereby authorized to execute said lease authorized and approved in Section 1 above.

SECTION 4. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

CITY CLERK

Introduced by the Board of Commissioners May 24, 2016
Adopted by the Board of Commissioners June _____, 2016
Recorded by Tammara S. Sanderson, City Clerk June _____, 2016
Published by *The Paducah Sun*, _____
word\lease-downtown restrooms-farmer's market pavilion

LEASE

THIS LEASE, made and entered into at Paducah, Kentucky, as of the ____ day of May, 2016, between JIM SMITH CONTRACTING COMPANY, LLC, a Kentucky limited liability company, 1108 Dover Road, Grand Rivers, Kentucky, hereinafter referred to as the LESSOR and the CITY OF PADUCAH, Paducah, Kentucky, a municipal government, City Hall, 300 South 5th Street, Paducah, Kentucky 42003, hereinafter referred to as the LESSEE:

WITNESSETH:

Whereas, the parties hereto have previously been a party to a prior lease dated March 11, 2002, concerning the premises herein described, which prior lease has now expired; and

Whereas, the parties hereto desire to enter into a new lease of the premises described herein upon the terms and conditions set forth below.

Now therefore, and in consideration of the mutual covenants and agreements herein contained, and upon the terms and conditions hereafter described, the parties agree as follows:

1. LEASED PREMISES.

LESSOR does hereby lease and let unto LESSEE, for the term hereinafter provided, the following described premises located in McCracken County, Kentucky:

That certain parcel of land being all of Block 1, Addition "D" to the City of Paducah, which is bounded on the North by the presently existing Floodwall, on the South by Second Street, on the East by Jefferson Street, and on the West by Monroe Street, if extended; and,

That certain parcel of land being all of Block 2, Addition "D" to the City of Paducah which is bounded on the North by the presently existing Floodwall, on the South by Second Street, on the East by Monroe Street, if extended, and on the West by Madison Street.

Being part of the same property conveyed to Jim Smith Contracting Company, Inc. by Smith Development, Inc. by deed dated February 28, 1996, and recorded in Deed Book 846, page 619, McCracken County Courthouse.

2. **TERM.**

The initial term of this Lease shall be for a period of ten (10) years commencing on May 1, 2016, and concluding on April 30, 2026, subject to the right of the parties to cancel said Lease on three (3) months' notice as provided in Section 5, below.

3. **RENT.**

LESSEE agrees to pay to LESSOR as rent, the sum of One-Thousand Two-Hundred Fifty and No/100 (\$1,250.00) per month; said rent being due and payable in advance on the first day of each calendar month during the term.

4. **USE OF PREMISES.**

LESSEE shall have the right to use the leased premises as a public marketplace for retail sale of produce to the public, a convenience center housing an information center and restroom facilities, and certain other alternative uses as approved in advance by the LESSOR. If the LESSEE desires to use the leased premises for an alternative use, then LESSEE shall provide written notice of such intended use to LESSOR, at least fifteen (15) days in advance of using the leased premises for said alternative use. In the event that LESSOR, in its sole discretion, determines that the intended alternative use is unacceptable then LESSOR shall notify the LESSEE within ten (10) days after receiving the original written notice; otherwise, the use shall be deemed acceptable to the LESSOR, provided that the LESSEE complies with all other conditions herein, including but not limited to the insurance and indemnity/hold harmless provisions hereinafter described. The LESSEE agrees to abide by the LESSOR'S determination regarding such alternative uses. LESSEE agrees not to store hazardous waste materials on the leased premises. LESSEE further agrees not to use the premises for any unlawful activity and not

to create a nuisance or commit waste on said property. LESSEE further agrees to keep the premises mowed, clean, sanitary and free of trash.

5. TERMINATION.

Either party shall have the right to terminate the Lease upon giving three (3) months advance written notice to the other party of its desire to terminate the Lease. Within three (3) months from receipt of the notice to terminate, the LESSEE shall vacate the premises and remove all above-ground structural improvements made by the LESSEE to the leased premises. In the event that LESSEE fails to comply with this requirement, then LESSOR may cause such improvements to be cleared at the cost of the LESSEE.

6. INSURANCE.

LESSEE shall, during the entire term of this lease, and any extension thereof, keep and maintain in full force and effect, a policy or policies of insurance with a good and solvent insurance company acceptable to LESSOR, with respect to claims for bodily injury, death and property damage arising with reference to the leased premises, with policy limits in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury or death and Five-Hundred Thousand Dollars (\$500,000.00) for property damage. LESSEE shall provide certificates of insurance as proof of said insurance policy to LESSOR. LESSOR shall be a named additional insured on said policy as its interest appears. The policy shall contain a provision that it cannot be canceled until and unless LESSOR has received at least thirty (30) days' notice of the proposed cancellation.

7. INDEMNITY.

LESSEE agrees to defend, indemnify and hold LESSOR harmless from and against any and all claims, losses, liabilities, judgments, attorney fees and demands in connection with any

accident, injury or damage whatsoever caused to any person or property arising directly or indirectly from the use of the leased premises by the City, the City's licensees, permittees, employees, contractors, subcontractors, or any other person or entity using or occupying all or part of the leased premises, regardless of consideration of fault or responsibility. This indemnity and hold harmless obligation shall also extend to any and all claims alleging fault or responsibility, in whole or in part, by the LESSOR or its employees, agents, or contractors.

8. DEFAULT.

In the event LESSEE shall fail to comply with or perform any of the terms and conditions of this Lease and such default continues for more than ten (10) days after written notice by LESSOR to LESSEE, besides other rights and remedies it may have, LESSOR shall have the immediate right to terminate this lease and may re-enter and take possession of the premises using such force as necessary. No such re-entry by LESSOR shall constitute a waiver of this lease by LESSOR, and LESSOR may use for its own account or re-lease the premises to third-parties. All rights and remedies herein enumerated shall be cumulative and enumeration of specific rights and remedies shall not preclude the exercise or prosecution of any other right or remedy afforded by law, said such rights and remedies may be exercised concurrently and whenever and as often as the occasion may arise. The failure of LESSOR or LESSEE to exercise any right or remedy at a time when they are entitled to do so shall not preclude them from exercising or constitute a waiver of such right or remedy with respect to any continuing or other default.

9. ASSIGNMENT OR SUBLETTING.

LESSEE may not assign this lease without the written consent of LESSOR. LESSEE may sublet the leased property for terms not to exceed sixty (60) days. LESSEE shall notify

LESSOR in writing, at least fifteen (15) days in advance of the effective date of the proposed sublease of the intended use of the leased property. In the event that LESSOR, in its sole discretion, determines that the proposed sublease is not acceptable to LESSOR, then LESSOR shall notify LESSEE of same within ten (10) days after receiving the original written notice. If the LESSOR objects to the proposed sublease, then LESSEE agrees that it will not proceed with the proposed sublease. LESSOR'S acquiescence to a sublease, or alternative use of the leased property as provided for in paragraph 4 herein, does not alter, amend or affect in any manner, LESSEE'S obligations under this lease, including, but not limited to, sections 6 and 7, above.

10. NOTICE.

Any notice required or permitted pursuant to the terms of this lease shall be deemed fully given if personally served or transmitted by certified mail to the LESSOR, attention Rex Smith, at 1108 Dover Road, Grand Rivers, Kentucky 42045, and to LESSEE, City of Paducah, attention Office of Mayor, City Hall, 300 South 5th Street, Paducah, Kentucky 42003.

11. RIGHT OF ENTRY.

LESSOR shall have the right to enter upon the leased premises at all reasonable times for the purpose of inspecting the property.

12. ENTIRE AGREEMENT.

This Lease includes the entire agreement between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect, except in writing and executed by both parties.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument effective as of the day and year first above written.

LESSOR:

LESSEE:

JIM SMITH CONTRACTING COMPANY, LLC

CITY OF PADUCAH, KENTUCKY

BY: _____
CALVIN REX SMITH, President

By: _____
GAYLE KALER, Mayor

COMMONWEALTH OF KENTUCKY)
) : ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me by JIM SMITH CONTRACTING COMPANY, LLC, a Kentucky limited liability company, by and through its duly authorized representative, CALVIN REX SMITH, on this ____ day of _____, 2016.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

COMMONWEALTH OF KENTUCKY)
) : ss.
COUNTY OF MCCRACKEN)

Subscribed, sworn to and acknowledged before me by CITY OF PADUCAH, KENTUCKY, by and through its duly authorized Mayor, GAYLE KALER, on this ____ day of _____, 2016.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC
KENTUCKY STATE AT LARGE (SEAL)

I hereby certify that this instrument has been prepared by:

McMurry & Livingston, PLLC
201 Broadway, P.O. Box 1700
Paducah, KY 42002-1700

By: _____
KERRY D. SMITH

Agenda Action Form
Paducah City Commission

Meeting Date: 24 May 2016

Short Title: Repealing E-911 Interlocal Agreement with McCracken County

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, Steve Kyle, Brandon Barnhill, Stacey Blankenship

Presentation By: Jeff Pederson, Steve Kyle

Background Information:

The City has notified McCracken County of its intent to terminate the Interlocal Cooperation Agreement pertaining to the establishment and operation of a joint City/County 911 Emergency Communication Service. McCracken County didn't notify the City of its intent to negotiate a new Interlocal Cooperation Agreement. As a result, the City is establishing a new department called the Department of 911 Communication Services and must repeal the ordinance that created the Interlocal Cooperation Agreement with McCracken County.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

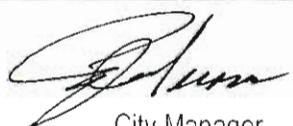
Finance

Account Name:

Account Number:

Staff Recommendation: Repeal ordinance creating Interlocal Cooperation Agreement with McCracken County for E-911

Attachments:

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-6-_____

AN ORDINANCE AMENDING CHAPTER 38 OF THE
CODE OF ORDINANCES OF THE CITY OF PADUCAH

WHEREAS, the City of Paducah notified McCracken County of its intent to terminate the Interlocal Cooperation Agreement pertaining to the establishment and operation of a joint City/County 911 Emergency Communication Service; and

WHEREAS, the City of Paducah has established a Communications Services Department within the City of Paducah; and

WHEREAS, Chapter 38 of the Paducah Code of Ordinances recognizing the Interlocal Cooperation Agreement pertaining to the joint City/County 911 Emergency Communication Service must be repealed.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, hereby amends Chapter 38 of the Paducah Code of Ordinances by repealing the following articles:

~~ARTICLE II. — PADUCAH-McCRACKEN COUNTY EMERGENCY
COMMUNICATIONS SERVICE BOARD.~~

~~Sec. 38-31 — Adoption of interlocal agreement.~~

~~The city hereby approves the interlocal cooperation agreement between the City of Paducah and McCracken County for 911 emergency communication service, as amended by the County of McCracken, and does hereby authorize the Mayor to execute same. This agreement is hereby incorporated by reference as if fully set out herein.~~

~~Sec. 38-32. — Purpose and membership of Board.~~

~~Funding for the enhanced 911 emergency telephone system shall be administered by the Paducah-McCracken County Emergency Communication Service Board composed of a County Commissioner, a City Commissioner, an individual appointed by the County Judge/Executive, an individual appointed by the Mayor, and an individual appointed jointly by the County Judge/Executive and the Mayor.~~

~~Sec. 38-33. — Fee for funding of E-911 system.~~

- ~~(a) — The telephone companies providing services to subscribers in the city shall collect for each line within the city the sum of \$1.50 per month.~~
- ~~(b) — The telephone companies shall turn said sums over to the Paducah-McCracken County Emergency Communication Service Board within ten days after the end of each month, who shall put said sums into an account which shall be used only for the purchase of equipment for the system and/or operating expenses of said system. The monies so deposited shall not be used for any other purpose.~~
- ~~(c) — The cost of the operation of the enhanced 911 emergency telephone shall be apportioned among the City of Paducah and McCracken County, according to the interlocal cooperation agreement.~~

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

Gayle Kaler, Mayor

ATTEST:

City Clerk

Introduced by the Board of Commissioners, May 24, 2016
adopted by the Board of Commissioners, June _____, 2016
Recorded by the City Clerk, June _____, 2016
Published by *The Paducah Sun*, _____, 2016
Word\911\38-31,32 & 33-repeal
Prepared by KKHB

196353

Agenda Action Form
Paducah City Commission

Meeting Date: 24 May 2016

Short Title: Ordinance Establishing the 911 Communications Services Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, Steve Kyle, Brandon Barnhill, Stacey Blankenship

Presentation By: Jeff Pederson, Steve Kyle

Background Information:

The City has notified McCracken County of its intent to terminate the Interlocal Cooperation Agreement pertaining to the establishment and operation of a joint City/County 911 Emergency Communication Service ending June 30, 2016. McCracken County didn't notify the City of its intent to negotiate a new Interlocal Cooperation Agreement. As a result, the City is establishing a new department called the Department of 911 Communication Services effective July 1, 2016 and intends to continue 911 operations to ensure that the emergency needs of our citizens and visitors are not interrupted.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Finance

Account Name:

Account Number:

Staff Recommendation: Establish ordinance creating the 911 Communication Services Department to be able to continue to meet the emergency needs of our citizens and visitors.

Attachments:

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-6-_____

AN ORDINANCE ESTABLISHING A 911 COMMUNICATIONS SERVICES DEPARTMENT AS A DEPARTMENT OF THE CITY OF PADUCAH

WHEREAS, the City of Paducah recognizes that the general welfare and safety of its citizens in emergency situations depend in large measure upon a fully functional 911 emergency services system; and

WHEREAS, after careful consideration, in March 2015, the City of Paducah determined that it was in the best interests of its citizens for the City to continue to provide 911 services to its citizens rather than outsource 911 dispatch operations; and

WHEREAS, in December 2015, the City of Paducah notified McCracken County of its intent to terminate the Interlocal Cooperation Agreement between the City of Paducah and McCracken County effective June 30, 2016; and

WHEREAS, McCracken County was further notified that if it wished to negotiate a new Agreement with the City of Paducah for purposes of providing 911 services, it must inform the City on or before March 1, 2016 of its intent to do so; and

WHEREAS, McCracken County has not notified the City of Paducah of its intent to negotiate a new Interlocal Cooperation Agreement; and

WHEREAS, the City of Paducah intends to continue 911 operations after June 30, 2016 to ensure that the emergency needs of the City's citizens and visitors are not interrupted; and

WHEREAS, a new internal department will be established to continue said 911 operations; and

WHEREAS, in doing so, Chapter 2 of the Paducah Code of Ordinances must be amended to recognize 911 Communication Services as a Department of the City of Paducah.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 2 of the Paducah Code of Ordinances to read as follows:

Sec. 2-211 Establishment

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

Administrative.

Finance.

Personnel.

Police.

Fire.

Public Works.

Engineering.

Parks Services.

Planning.

911 Communications Services.

DIVISION 6. – 911 Communications Services.

Sec. 2-325. - Established.

There is hereby established a Department entitled “911 Communications Services Department” for the purpose of providing emergency 911 services to the City of Paducah. its citizens and visitors.

Sec. 2-326. – Director.

- (a) Office established. There is hereby created and established the position of 911 Communications Services Director.
- (b) Duties. The 911 Communications Services Director shall have the general responsibility of supervising the Department’s employees and the various functions of the Department. The 911 Communications Services Director shall have the responsibility of providing emergency 911 services for the city and any other agencies that contract for services. The 911 Communications Services Director shall have all general authorities and powers necessary to carry out these responsibilities and shall report to the City Manager.

Sec. 2-327. – Fees for Services.

(a) All telephone companies providing telephone service to residents of the City of Paducah shall collect from each line the sum of \$2.50 per month, beginning July 1, 2016. In the interim, all telephone companies providing telephone service to residents of the City of Paducah shall continue to collect from each line the sum of \$1.50 per month.

(b) All telephone companies shall remit all fees to the City of Paducah within ten (10) days after the end of each month.

Sec.2-328. – Authorization to Contract.

The mayor, on behalf of the city, is authorized to execute a letter of intent, lease, and/or service agreement providing for the implementation, maintenance, and funding of the 911 Communications Services Department. The mayor, on behalf of the city, is further authorized to contract with other agencies, for a fee, to provide 911 services therefor.

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

Gayle Kaler, Mayor

ATTEST:

City Clerk

Introduced by the Board of Commissioners, May 24, 2016
Adopted by the Board of Commissioners, June ____, 2016
Recorded by the City Clerk, June ____, 2016
Published by *The Paducah Sun*, _____, 2016
\\ord\2-211, 325, 326 & 327-establish 911 department
Prepared by KKH
196348