

CITY COMMISSION MEETING
AGENDA FOR JUNE 14, 2016
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

	I. <u>MINUTES</u>
	II. <u>APPOINTMENT</u>
	A. Main Street Board
	III. <u>MUNICIPAL ORDER</u>
	A. Personnel Actions
	B. Authorize Grant Application for Police Department – POLICE CHIEF BARNHILL
	C. Amend Pay Grade Table – S. DOOLITTLE
	D. Amend Position and Pay Schedule – S. DOOLITTLE
	IV. <u>ORDINANCES – ADOPTION</u>
	A. Purchase Fire Equipment – FIRE CHIEF KYLE
	B. Contract with Tyler Technologies for City-wide Software – ERP COMMITTEE
	C. Amend Nuisance Code Ordinance – FIRE CHIEF KYLE
	V. <u>ORDINANCES – INTRODUCTION</u>
	A. Approve Change Order #1 for the Dome Relocation Project – R. MURPHY
	B. Accept Bid for Demolition of Nursing Home Building Located at 501 North 3 rd Street – S. DOOLITTLE
	C. Approve Interlocal Agreement for 2016-2017 Edward Byrne Memorial Grant – POLICE CHIEF BARNHILL
	D. Authorize Payment for Medical Screening Services for Fire Suppression Division – FIRE CHIEF KYLE

		E. Approve Contract for 911 Communications Equipment – B. STRINGER
	VI.	<u>CITY MANAGER REPORT</u>
	VII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VIII.	<u>PUBLIC COMMENTS</u>
	IX.	<u>EXECUTIVE SESSION</u>

JUNE 7, 2016

At a Regular Meeting of the Board of Commissioners, held on Tuesday, June 7, 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 Gault, Rhodes, Wilson and Mayor Kaler (4). Commissioner Abraham was absent.

MINUTES

Commissioner Gault offered motion, seconded by Commissioner Wilson, that the reading of the Minutes for the May 24, 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 Gault, Rhodes, Wilson and Mayor Kaler (4).

APPOINTMENTS

PADUCAH-McCRACKEN COUNTY JOINT SEWER AGENCY

Mayor Kaler made the following appointments: "WHEREAS, subject to the approval of the Board of Commissioners, and jointly with McCracken County Judge Executive. I hereby appoint Justin Hancock as a member of the Paducah-McCracken County Joint Sewer Agency to replace Basil Drossos whose term has expired.

FURTHERMORE, subject to the approval of the Board of Commissioners, I hereby appoint Debra Shemwell Stone as a member of the Paducah-McCracken County Joint Sewer Agency to replace Bill O'Brien whose term has expired. These terms will expire June 30, 2020."

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners approve the action of Mayor Kaler in appointing Justin Hancock and Debra Shemwell Stone as members of the Paducah-McCracken County Joint Sewer Agency.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).

HISTORICAL AND ARCHITECTURAL REVIEW COMMISSION

Mayor Kaler made the following appointments: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby reappoint Keith Petraitis and Paul King as members of the Historical and Architectural Review Commission. These terms will expire June 4, 2019."

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners approve the recommendation of Mayor Kaler in reappointing Keith Petraitis and Paul King as members of the Historical and Architectural Review Commission.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).

MOTION

R & F DOCUMENTS

JUNE 7, 2016

Commissioner Gault offered motion, seconded by Commissioner Wilson, that the following documents and bids be received and filed:

DOCUMENTS

1. Commissioners Deeds:
 - a. 1209 Salem Street
 - b. 341 Hays Avenue
 - c. 1908 Clay Street
 - d. 1519 Park Avenue
 - e. 1417 Burnett Street
 - f. 1931 Hendricks Street
 - g. 1429 Park Avenue
2. Termination of Lease with Western Kentucky Union Labor Senior Citizens Housing Corporation for real property located at the Jackson House Apartments and W.B. Sanders Retirement Center (MO # 1906)
3. Paducah Water Works Financial Highlights for April 2016
4. City of Paducah Financial Report for Period Ending March 31, 2016

BIDS for Planning Department
Sale of 1904 & 1906 Clay Street

1. Latria Hensley*

Sale of 1001 & 1009 Harrison Street

1. W. David Denton*
2. David Jones

Sale of 1418 Walter Jetton Blvd.

1. John Biles
2. Rodger Kendall*

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).

MUNICIPAL ORDER
SALE OF SURPLUS PROPERTY: 1904 & 1906 CLAY STREET

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF LATRIA HENSLEY IN THE AMOUNT OF \$1 FOR EACH PIECE OF REAL PROPERTY LOCATED AT 1904 AND 1906 CLAY STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE," be adopted.

JUNE 7, 2016

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).
MO # 1907; BK 9

SALE OF SURPLUS PROPERTY: 1001 & 1009 HARRISON STREET

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF W. DAVID DENTON IN THE AMOUNT OF \$5,100 FOR EACH PARCEL OF REAL PROPERTY LOCATED AT 1001 AND 1009 HARRISON STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE," be adopted.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).
MO # 1908; BK 9

SALE OF SURPLUS PROPERTY: 1418 WALTER JETTON BLVD

Commissioner Gault offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF ROGER KENDALL FOR \$1 TO PURCHASE REAL PROPERTY LOCATED AT 1418 WALTER JETTON BOULEVARD AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE," be adopted.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).
MO # 1909; BK 9

SUBORDINATION AGREEMENT FOR 1611 MADISON STREET

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY. APPROVING THE SUBORDINATION AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE PADUCAH BANK AND TRUST COMPANY REGARDING THE PROPERTY LOCATED AT 1611 MADISON STREET, PADUCAH, KY," be adopted.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).
MO # 1910; BK 9

ORDINANCES – ADOPTION

AUTHORIZE PAYMENT TO VENDOR FOR HOUSEHOLD HAZARDOUS WASTE COLLECTED DURING THE FREE CLEAN-UP DAY

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an ordinance entitled, "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." This ordinance is summarized as

JUNE 7, 2016

follows: 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.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).
ORD 2016-6-8367; BK 34

ACCEPT HOUSEHOLD HAZARDOUS WASTE GRANT AWARD FOR FREE CLEAN-UP DAY

Commissioner Gault offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE ACCEPTING MATCHING GRANT FUNDS THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR A 2016 HOUSEHOLD HAZARDOUS WASTE GRANT FOR FUNDING THE ANNUAL CITY/COUNTY CLEAN-UP DAY; RATIFYING THE MAYOR'S EXECUTION OF THE GRANT AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH MCCRACKEN COUNTY." This ordinance is summarized as follows: That the City of Paducah hereby accepts matching grant funds in the amount of \$25,500 through the Kentucky Division of Waste Management for a 2017 Household Hazardous Waste Grant to fund disposal services for the 2017 Annual City/County Free Clean-Up Day and an educational outreach program. A local match of \$12,750 is required with the City of Paducah and County of McCracken contributing \$6,375 each, through cash and/or in-kind contributions. The City ratifies the Mayor's execution of the Grant Agreement with the State. Further, the Mayor is authorized to execute an Interlocal Agreement with the County for the City to act as the legal recipient of the grant award.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).
ORD 2016-6-8368; BK 34

LEASE OF PROPERTY FROM JIM SMITH CONTRACTING, LLC

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "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." This ordinance is summarized as follows: 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. Further, the Mayor is authorized to execute said agreement.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).
ORD 2016-6-8369; BK 34

REPEAL SECTIONS IN CHAPTER 38, EMERGENCY SERVICES OF THE PADUCAH CODE OF ORDINANCES

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 38

JUNE 7, 2016

OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This ordinance is summarized as follows: The City of Paducah hereby repeals Sections 38-31, 38-32 and 38-33, of Chapter 38, Emergency Services due to the City’s termination of the Interlocal Cooperation Agreement with McCracken County for joint E-911 emergency communication services.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).
ORD 2016-6-8370; BK 34

ESTABLISH THE 911 COMMUNICATIONS SERVICES DEPARTMENT

Commissioner Gault offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an ordinance entitled, “AN ORDINANCE ESTABLISHING A 911 COMMUNICATIONS SERVICES DEPARTMENT AS A DEPARTMENT OF THE CITY OF PADUCAH.” This ordinance is summarized as follows: In this ordinance the City is amending sections in Chapter 2, Administration to create the 911 Communications Services Department and establishing duties and fees for services. Fees for services are set as follows: All telephone companies providing landline services 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 service to residents of the City of Paducah shall continue to collect from each line the sum of \$1.50 per month.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).
ORD 2016-6-8371; BK 34

ORDINANCES – INTRODUCTION

PURCHASE FIRE EQUIPMENT

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO ADVANCED FIRE AND RESCUE EQUIPMENT FOR THE PURCHASE OF RESCUE EQUIPMENT TO BE USED BY THE PADUCAH FIRE DEPARTMENT.” This ordinance is summarized as follows: That the City of Paducah hereby authorizes and directs the Finance Director to make payment in the amount of \$27,745.00 to Advanced Fire and Rescue Equipment for the purchase of the rescue equipment listed below to be used by the Paducah Fire Department:

GENESIS E-FORCE CUTTER	\$9,795.00	
GENESIS E-FORCE SPREADER		9,250.00
GENESIS E-FORCE BATTERY (2)@\$160 ea.		320.00
GENESIS E-FORCE RAM		7,495.00
GENESIS E-BATTERY PACK		885.00

CONTRACT WITH TYLER TECHNOLOGIES FOR CITY-WIDE SOFTWARE

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled ‘AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES FOR THE

JUNE 7, 2016

LICENSE OF SOFTWARE AND THE PROCUREMENT OF RELATED PRODUCTS AND SERVICES". This Ordinance is summarized as follows: This Ordinance approves the execution of a "Software as a Service Agreement" wherein Tyler Technologies, Inc. will provide the City with a software and related products and services that will accommodate the City's current data processing needs.

AMEND NUISANCE CODE ORDINANCE

Commissioner Gault offered motion, seconded by Commissioner Wilson, that the Board of Commissioner introduce an Ordinance entitled, "AN ORDINANCE REVISING CHAPTER 42. ARTICLE II "NUISANCE CODE ENFORCEMENT", OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This Ordinance can be summarized as follows: This Ordinance revises and amends Chapter 42, Article II, which article is known as the Nuisance Code Enforcement Ordinance, to define demolition by neglect, allow the City to determine demolition by neglect, to provide notice provisions to the alleged violator, to allow the City to refer such matters to the County Attorney for prosecution and allow penalties for same.

Further, Section 42-44, "Lien; fines, charges, abatement costs, fees, penalties, attorney fees and costs provides penalties for whoever violates any provision of this ordinance and is hereby amended and restated as follows:

- (a) The city shall possess a lien on the property finally determined to be in violation of the nuisance code for all fines assessed for the violation and for all charges, costs, penalties, abatement costs, and fees, including without limitation attorney's fees and a ~~\$15.00~~ \$25.00 administration fee, incurred by the city in connection with the enforcement of the nuisance code. The lien shall bear interest at the rate of four percent per annum until paid.
- (b) A notice of the lien may be recorded in the office of the county clerk.
- (c) Pursuant to KRS 82.720, the lien shall be superior to and have priority over all other liens on the property, except state, county, school board, and city taxes, and may be enforced by judicial proceedings.
- (d) In addition to the remedy prescribed in subsection (a), the owner or owners of the property at the time the violation occurred shall be personally liable for the amount of all fines assessed for the violation and for all charges, costs, penalties, abatement costs, and fees, including without limitation attorney's fees and a \$25.00 administration fee, incurred by the city in connection with the enforcement of the nuisance code. The aforesaid amount shall bear interest at the rate of four percent per annum until paid. The city may bring a civil action against the responsible owner or owners and shall have the same remedies as provided for the recovery of a debt.
- (e) The city shall be entitled to recover from the responsible owner or owners all attorney fees and others costs incurred by the city by reason of the collection upon and enforcement of the responsible owner's or owners' liability hereunder and the lien which secures the same.

JUNE 7, 2016

- (f) Upon payment, determination of the Nuisance Code Enforcement Board or Court order, the city shall be authorized to release any lien filed hereunder and recorded in the Office of the County Clerk.
- (g) The provisions of this article shall be enforced in the same manner as other violations of this Code. Any person violating any of the provisions of this article shall be deemed guilty of a Class B misdemeanor, and upon conviction thereof, shall receive a fine not to exceed \$250.00 or a jail sentence not to exceed 90 days for each offense. Each day that such violation continues shall constitute a separate offense. This article and the foregoing penalties shall not be construed to limit or deny the right of the city or any person to such equitable legal remedies as may be available by law.

CITY MANAGER REPORT

The City Manager requested a brief executive session pertaining to personnel.

MAYOR & COMMISSIONER COMMENTS

Mayor Kaler announced that a press release would be sent out later in the week regarding a project that involves experienced local artists including Char Downs as Project Lead Artist and Jay Downs as Project Manager.

PUBLIC COMMENTS

None were given.

EXECUTIVE SESSION

Commissioner Gault offered motion, seconded by Commissioner Wilson that the Board go into closed session for discussion of matters pertaining to the following topic:

- Issues which might lead to the appointment, dismissal, or disciplining of an employee, as permitted by KRS 61.810(1)(f).

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).

Upon motion the meeting adjourned.

ADOPTED: June 14, 2016

City Clerk

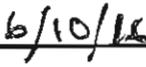
Mayor

CITY OF PADUCAH
June 14, 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
June 14, 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>
Thomas, Jamareo S	Parks Maintenance Laborer	\$9.00/Hr	NCS	Non-Ex	June 9, 2016
Wilson, Quennon M	Parks Maintenance Laborer	\$9.00/Hr	NCS	Non-Ex	June 9, 2016

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Myers, Mallory M	Lifeguard	Resignation* *Accepted another summer position	May 24, 2016
Heal, Kylee	Lifeguard	Resignation* *Accepted another summer position	May 27, 2016
Davis, Mildred	Recreation Leader	Resignation* *Accepted another summer position	June 7, 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>
Abernathy, Jordan K	Recreation Leader \$8.00/Hr	Head Lifeguard \$8.50/Hr	NCS	Non-Ex	May 26, 2016
Elrod, Robert L	Recreation Leader \$8.00/Hr	Pool Attendant \$7.62/Hr	NCS	Non-Ex	May 26, 2016
Grogan, Josh E	Lifeguard \$8.12/Hr	Head Lifeguard \$8.50/Hr	NCS	Non-Ex	May 27, 2016
Kaylor, Zoey	Lifeguard \$8.12/Hr	Lifeguard \$8.25/Hr	NCS	Non-Ex	May 27, 2016
LeMaster, Morgan	Pool Attendant \$7.62/Hr	Head Attendant \$8.00/Hr	NCS	Non-Ex	May 27, 2016
Newberry, Hannah M	Recreation Leader \$8.00/Hr	Head Attendant \$8.00/Hr	NCS	Non-Ex	May 27, 2016
Oliver, Mekala E	Lifeguard \$8.12/Hr	Head Lifeguard \$8.50/Hr	NCS	Non-Ex	May 27, 2016
Wilke, Alyssa R	Lifeguard \$8.12/Hr	Pool Manager \$11.00/Hr	NCS	Non-Ex	May 27, 2016

FIRE SUPPRESSION

Leneave, Gary D	Assistant Chief \$25.72/Hr	Assistant Chief \$26.62/Hr	NCS	Ex	May 26, 2016
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FINANCE

Young, Stacey A	Accountant \$18.70/Hr	Accountant \$19.54/Hr	NCS	Ex	June 9, 2016
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**Agenda Action Form
Paducah City Commission**

Meeting Date: 14 June 2016

Short Title: 2016-2017 Edward Byrne Memorial Justice Accountability Grant (JAG) Application

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: David White, Sheryl Chino

Presentation By: Chief Brandon Barnhill

Background Information: The Edward Byrne Memorial Justice Accountability Grant (JAG) is a federal formula grant funded through the U.S. Department of Justice. The city has received a notice of eligibility for the amount of \$11,963.

The Paducah Police Department proposes to purchase four (4) mobile radios. The total project cost is \$12,737.04. The difference between available funds and the total cost (\$774.04) will come from the department's FY2017 general fund.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

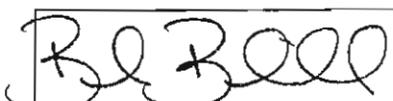
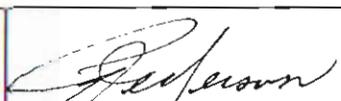
Funds Available:

Account Name:
Account Number:
Project Number:
CFDA: 16.738

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 APPROVING THE EXECUTION OF AN ON-LINE GRANT APPLICATION TO OBTAIN A 2016-2017 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT, THROUGH THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$11,963.00, TO BE USED BY THE PADUCAH POLICE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves the execution of an on-line grant application to obtain a 2016-2017 Edward Byrne Memorial Grant, through the U.S. Department of Justice, in the amount of \$11,963.00, to be used by the Paducah Police Department for the purchase of mobile radios. This grant does **not** require a local cash match.

SECTION 2. 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, June 14, 2017
Recorded by Tammara S. Sanderson, City Clerk, June 14, 2017
mo\grants\police -- 2016-2017 Justice Assistance Edward Byrne

Agenda Action Form

Paducah City Commission

Meeting Date: June 14, 2016

Short Title: Amend Pay Grade Schedule

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Doolittle
Presentation By: Steve Doolittle

Background Information: June 23, 2015 the Commission adopted a new Pay Grade Schedule. this action allows for a one percent (1%) adjustment to all salaries listed in the document, as well as classifying all E911 department employees.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name: Various
Account Number: Various

Finance 6/10/2016

Staff Recommendation: Adopt the amended Pay Grade Schedule

Attachments: Amended Pay Grade Schedule

		
Department Head	City Clerk	City Manager

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE FY2016-2017 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City wants to adjust the salary ranges in the pay grade schedule with a 1% increase; and

WHEREAS, the City of Paducah established the 911 Communication Services Department by Ordinance No. 2016-6-8371 and now wishes to include all employees of said department in the Pay Grade Schedule; and

WHEREAS, in order to implement the changes it is necessary to adopt the FY2016-2017 Pay Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby adopts the FY2016-2017 Pay Grade Schedule for the employees of the City of Paducah, Kentucky as attached hereto.

SECTION 2. 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, June ___, 2016

Recorded by Tammara S. Sanderson, City Clerk, June ___, 2016

\mo\pay grade schedule- 6-14-16

Pay grade schedule is saved in excel as pay grade schedule 6 14 16

FY 2016 - 2017
Pay Grade Schedule

June 14, 2016

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Firefighter (Appointee)	A	\$24,006	\$26,685	\$29,370	\$32,095	\$34,824
Account Clerk	B	\$25,057	\$27,986	\$30,831	\$33,653	\$36,473
Admin Asst I	B	\$25,057	\$27,986	\$30,831	\$33,653	\$36,473
Accounts Payable Clerk	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Admin Asst II	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Admin Assistant E-911	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Code Enforcement Assistant	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Data Entry Clerk E-911	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Evidence Technician I	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Laborer	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Permit Specialist	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Records Clerk I	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Revenue Technician	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
ROW Maintenance Person	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Solid Waste Truck Driver	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Administrative Asst III	D	\$27,715	\$30,853	\$33,992	\$37,087	\$40,182
Records Clerk II	D	\$27,715	\$30,853	\$33,992	\$37,087	\$40,182
Concrete Finisher	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Equipment Operator	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Firefighter	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Maintenance Technician	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Permit Technician	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Recreation Specialist	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Records Clerk III	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Traffic Tech	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Asst. City Clerk	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Cemetary Sexton	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Compost Equipment Operator	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Evidence Tech II	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Executive Asst I	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Firefighter Relief Driver	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Floodwall Operator	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Telecommunicator	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
E-911 Assistant Shift Supervisor	G	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Code Enforcement Officer I	G	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Fleet Mechanic I	G	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
HR Generalist	G	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
E-911 Shift Supervisor	G	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Fire Lieutenants	H	\$33,691	\$37,504	\$41,317	\$45,077	\$48,837
Help Desk Technician	H	\$33,691	\$37,504	\$41,317	\$45,077	\$48,837

FY 2016 - 2017
Pay Grade Schedule

June 14, 2016

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qrt	4th Premium
Housing Specialist	H	\$33,691	\$37,504	\$41,317	\$45,077	\$48,837
Events & Promotions Specialist	H	\$33,691	\$37,504	\$41,317	\$45,077	\$48,837
Marketing Specialist	H	\$33,691	\$37,504	\$41,317	\$45,077	\$48,837
Fire Captains	I	\$35,442	\$39,413	\$43,383	\$47,398	\$51,412
Fleet Mechanic II	I	\$35,442	\$39,413	\$43,383	\$47,398	\$51,412
Executive Asst II	I	\$35,442	\$39,413	\$43,383	\$47,398	\$51,412
Journeyman Electrician	I	\$35,442	\$39,413	\$43,383	\$47,398	\$51,412
Office Manager	I	\$35,442	\$39,413	\$43,383	\$47,398	\$51,412
Accountant	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Assistant Director E-911	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Deputy Building Inspector I	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Deputy Electrical Inspector I	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Code Enforcement II	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Deputy Fire Marshal I	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Engineering Technician	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Network Technician	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Police Officer	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Revenue Auditor	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Records Division Manager	K	\$39,049	\$43,440	\$47,830	\$52,248	\$56,662
Crime Analyst	K	\$39,049	\$43,440	\$47,830	\$52,248	\$56,662
Code Enforcement Supervisor	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Deputy Building Inspector II	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Deputy Electrical Inspector II + Plan	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Engineer Asst II	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Fire Marshall II	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Grants Administrator	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Parks Maintenance Supervisor	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Planner I	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
EPW Supervisor -(Compost Operations, Fleet, Maintenance, Street, Solid Waste)	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Chief Electrical Inspector	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Community Development Planner	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Deputy Building Inspector III/Plan Review	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Downtown Development Specialist	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Engineer Asst III	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Fire Marshall III	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Planner II	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Special Events Coordinator	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569

FY 2016 - 2017
Pay Grade Schedule

June 14, 2016

		New Hire Range		Market Range		Premium Range
Title	Pay Grade	Beginning -1st	2nd Qtr	Mid-Point	3rd Qrt	4th Premium
Chief Building Inspector	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
Battalion Chief	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
Engineer Project Manager	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
Fire Marshall	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
Parks Maintenance Superintendent	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
Recreation Superintendent	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
EPW Street Superintendent	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
EPW Floodwall Superintendent	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
EPW Fleet/Maintenance Superintendent	O	\$46,157	\$52,147	\$58,138	\$64,151	\$70,164
GIS Analyst	O	\$46,157	\$52,147	\$58,138	\$64,151	\$70,164
EPW Operations Manager	O	\$46,157	\$52,147	\$58,138	\$64,151	\$70,164
Risk Manager	O	\$46,157	\$52,147	\$58,138	\$64,151	\$70,164
Assistant to the City Manager	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
City Clerk	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
GIS/Planner	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
Network Administrator	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
Public Information Officer	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
Section 8 Housing Admin	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
Police Sergeant	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
GIS Specialist	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
Police Captain	Q	\$50,897	\$57,497	\$64,097	\$70,736	\$77,376
Fire Assistant Chief	Q	\$50,897	\$57,497	\$64,097	\$70,736	\$77,376
Storm & Drain Engineer	R	\$53,369	\$60,335	\$67,302	\$74,193	\$81,085
Deputy Fire Chief - Operations	S	\$56,048	\$63,357	\$70,668	\$77,936	\$85,206
Director of Inspection	S	\$56,048	\$63,357	\$70,668	\$77,936	\$85,206
Police Assistant Chief	S	\$56,048	\$63,357	\$70,668	\$77,936	\$85,206
Revenue Manager	S	\$56,048	\$63,357	\$70,668	\$77,936	\$85,206
Assistant Public Works Director	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533
Controller	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533
Deputy Fire Chief - Fire Prevention	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533
Director of E-911	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533
Exec Dir Paducah Riverfront Dev Aut	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533
Exec Director PRA	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533
Director of IT	U	\$61,818	\$69,864	\$77,910	\$89,597	\$98,557
Director of Parks	V	\$64,909	\$73,357	\$81,806	\$94,076	\$103,453
Director of Planning	V	\$64,909	\$73,357	\$81,806	\$94,076	\$103,453
Human Resource Director	V	\$64,909	\$73,357	\$81,806	\$94,076	\$103,453

FY 2016 - 2017
 Pay Grade Schedule

June 14, 2016

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
No Position	W	\$68,206	\$77,051	\$85,896	\$98,780	\$108,659
Fire Chief	X	\$71,606	\$80,898	\$90,190	\$103,719	\$114,091
No Position	Y	\$75,109	\$84,905	\$94,700	\$108,906	\$119,796
Assistant City Manager	Z	\$78,921	\$89,179	\$99,436	\$114,351	\$125,786
Director of Finance	Z	\$78,921	\$89,179	\$99,436	\$114,351	\$125,786
City Engineer & Public Works Director	Z	\$78,921	\$89,179	\$99,436	\$114,351	\$125,786
Police Chief	Z	\$78,921	\$89,179	\$99,436	\$114,351	\$125,786
City Manager	AA	\$106,327	\$120,133	\$133,939	\$154,030	\$169,434

Agenda Action Form

Paducah City Commission

Meeting Date: June 14, 2016

Short Title: Amend Position & Pay Schedule for Annual Wage Adjustments

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Doolittle
Presentation By: Steve Doolittle

Background Information: The commission adopted the previous Position and Pay schedule on June 23, 2015. This action will amend the current Position & Pay Schedule, making the annual wage adjustments effective for the biweekly pay period beginning June 23, 2016, paid on July 15, 2016.

FOP – 2.0%
IAFF – 2.0%
AFSCME – 1.5%
Non-Bargaining Employees 2.0%

- This amendment includes clean-up and audit necessary to reflect the correct, current number of vacant and filled positions.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various
Account Number: Various

Finance 6/10/2016

Staff Recommendation: Adopt the amended Position & Pay Schedule.

Attachments: Position & Pay Schedule

		
Department Head	City Clerk	City Manager

A MUNICIPAL ORDER ADOPTING THE FY2016-2017 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah desires to implement a 2% annual wage adjustment for all FOP, IAFF, and non-bargaining employees, as well as a 1.5% annual wage adjustment for all AFSCME employees effective for the biweekly pay period beginning June 23, 2016, paid on July 15, 2016; and

WHEREAS, the City of Paducah established the 911 Communication Services Department by Ordinance No. 2016-6-8371 and now wishes to include all employees of said department in the Position and Pay Schedule; and

WHEREAS, changes are included in the position and pay table for FY2016-2017 to reflect the correct, current number of vacant and filled positions; and

WHEREAS, in order to implement the changes it is necessary to adopt the FY2016--2017 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves and adopts the FY2016-2017 Position and Pay Schedule for the employees of the City of Paducah as attached hereto.

SECTION 2. That the FY2016-2017 Position and Pay Schedule wage adjustments approved in Section 1 above shall become effective June 23, 2016, for the July 15, 2016 pay date.

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, June ____, 2016

Recorded by Tammara S. Sanderson, City Clerk, June ____, 2016

mo/Position and Pay Schedule 6-14-16

table for position and pay schedule is in excel and named- position&pay schedule 6 14 16

Section A.										
GENERAL GOVERNMENT			AUTHORIZED POSITIONS				FY 15/16	FY 16/17		
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE	HOURLY WAGE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE	
		NON-CS	RCSS/CS		ADJ. RATE	ADJ. RATE				
City Manager	1	1			74.47	<u>75.96</u>	40	E	AA	
Assistant City Manager									Z	
Assistant to the City Manager	1	1		1			40	E	P	
City Clerk	1		1		32.37	<u>33.01</u>	40	E	P	
Asst. City Clerk							40	NE	F	
Executive Assistant II	1	1			20.36	<u>20.97</u>	40	NE	I	
Administrative Assistant III	1	1			14.32	<u>15.12</u>	40	NE	D	
Public Information Officer	1	1			28.68	<u>29.26</u>	40	E	P	
Total Budgeted/Filled for Department	6	5	1	1						

Section B.										
FINANCE DEPARTMENT			AUTHORIZED POSITIONS				FY 15/16	FY 16/17		
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE	HOURLY WAGE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE	
		NON-CS	RCSS/CS		ADJ. RATE	ADJ. RATE				
Administration										
Director of Finance	1	1			60.49	<u>61.70</u>	40	E	Z	
Executive Assistant I	1	1			16.55	<u>16.88</u>	40	NE	F	
Accounting/Payroll										
Controller	1	1			35.54	<u>36.25</u>	40	E	T	
Accounts Payable Clerk	1	1			18.60	<u>18.97</u>	40	NE	C	
Accountant	3	1			20.45	<u>20.86</u>	40	E	J	
				1	19.54	<u>19.93</u>	40	E	J	
							40	NE	J	
Revenue										
Revenue Manager	1	1			33.30	<u>34.48</u>	40	E	S	
Account Clerk	2	1			14.79	<u>15.08</u>	40	NE	B	
					13.41	<u>13.67</u>	40	NE	B	
Revenue Tech.	1	1			16.58	<u>17.02</u>	40	NE	C	
Revenue Auditor	1	1			21.60	<u>22.03</u>	40	E	J	
Total Budgeted/Filled for Department	12	11	0	1						

Note: The Accounts Payable Clerk will be abolished 7/31/16 following a planned retirement and will be reclassified as an Accountant. The authorized positions will stabilize at its current 11 spots.
Note: RCSS - Individuals Retain Civil Service Status

Section C.										
PADUCAH RIVERFRONT DEVELOPMENT			AUTHORIZED POSITIONS				FY 15/16	FY 16/17		
AUTHORITY POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE	HOURLY WAGE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE	
		NON-CS	RCSS/CS		ADJ. RATE	ADJ. RATE				
Executive Director	1	1			45.51	<u>46.42</u>	40	E	T	
Total Budgeted/Filled for Department	1	1	0	0						

Section D.										
INFORMATION TECHNOLOGY			AUTHORIZED POSITIONS				FY 15/16	FY 16/17		
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE	HOURLY WAGE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE	
		NON-CS	RCSS/CS		ADJ. RATE	ADJ. RATE				
Director Information Technology	1	1			46.35	<u>47.29</u>	40	E	U	
Network Administrator	1	1			32.11	<u>32.78</u>	40	E	P	
Help Desk Technician	1	1			19.73	<u>20.18</u>	40	NE	H	
Network Technician							40	NE	J	
GIS Specialist	1	1			27.29	<u>27.74</u>	40	E	P	
GIS/Planner	1			1	29.93		40	E	P	
Total Budgeted/Filled for Department	5	4	0	1						

**Temporary assigned to Informatics Services Land Record Database Project

Section E.

PLANNING DEPARTMENT		AUTHORIZED POSITIONS			FY 15/15	FY 16/17			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE	HOURLY WAGE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		ADJ. RATE	ADJ. RATE			
Director of Planning	1	1			43.47	44.33	40	E	V
Executive Assistant I	1	1			21.51	21.94	40	NE	F
Admin Asst II	1	1			18.00	18.36	40	NE	C
Planner I	1	1			23.33	24.41	40	E	L
Planner II	1			1					M
Downtown Development Specialist	1	1			26.47	27.00	40	E	M
Grants Administrator	1	1			26.47	27.00	40	E	L
Community Development Planner	1	1			26.91	28.53	40	E	M
Section 8 Program Administrator	1	1			34.89	35.58	40	E	P
Housing Specialist	2	1			21.95	22.39	40	NE	H
		1			19.55	19.94	40	NE	H
Total Budgeted/Filled for Department	11	10	0	1					

Section F.

POLICE DEPARTMENT		AUTHORIZED POSITIONS			FY 15/16	FY 16/17			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE	HOURLY WAGE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		ADJ. RATE	ADJ. RATE			
Police Chief	1	1			48.15	49.11	40	E	Z
Police Assistant Chief	2						40	E	S
Step 1					31.96	32.60			
Step 2			1		35.31	36.63			
Step 3			1		37.49	38.24			
Step 4									
Captains	6						40	E	Q
<5 years					29.71	30.30			
5 years					29.36	30.46			
9 years			1		30.00	30.60			
12 years			4		31.64	32.27			
15 years			1		31.81	32.45			
19 years			3		31.96	32.59			
22 years									
25 years									
Records Division Manager	1	1			18.75	19.13	40	E	K
Sergeants	9			2			40	NE	P
5 years					25.65	26.16			
6 years					25.71	26.26			
7 years			4		25.85	26.37			
8 years					25.95	26.47			
9 years			4		26.05	26.58			
10 years			1		26.16	26.68			
11 years			2		25.25	25.76			
12 years			2		25.35	25.89			
13 years					25.46	25.99			
14 years			2		25.55	27.08			
15 years			2		25.66	27.20			
16 years					25.78	27.31			
17 years					25.87	27.40			
18 years					26.96	27.50			
19 years					27.06	27.60			
20 years					27.17	27.71			
21 years					27.28	27.83			
22 years					27.39	27.94			
23 years					27.49	28.04			
24 years					27.60	28.15			
25 years					27.69	28.24			

Police Officer	60		2	1		40	NE	J
Police Officer - Recruit		8			20.28	<u>20.69</u>		
1 year		1			21.38	<u>21.81</u>		
2 years		2			21.49	<u>21.92</u>		
3 years		4			22.51	<u>22.96</u>		
4 years		3			22.56	<u>23.01</u>		
5 years		4			23.29	<u>23.76</u>		
6 years		3			23.35	<u>23.82</u>		
7 years		6			23.40	<u>23.87</u>		
8 years		3			23.68	<u>24.15</u>		
9 years		3			23.79	<u>24.27</u>		
10 years		4			23.89	<u>24.36</u>		
11 years		6			24.00	<u>24.48</u>		
12 years		1			24.09	<u>24.58</u>		
13 years		2			24.20	<u>24.68</u>		
14 years		5			24.31	<u>24.80</u>		
15 years		2			24.41	<u>24.90</u>		
16 years					24.51	<u>25.00</u>		
17 years					24.60	<u>25.09</u>		
18 years					24.72	<u>25.21</u>		
19 years		1			24.82	<u>25.31</u>		
20 years					24.93	<u>25.43</u>		
21 years					25.02	<u>25.53</u>		
22 years					25.14	<u>25.64</u>		
23 years					25.23	<u>25.74</u>		
24 years					25.34	<u>25.85</u>		
25 years		1			25.44	<u>25.95</u>		
Executive Assistant II	1	1			22.33	<u>22.77</u>	40	NE I
Administrative Assistant III							40	NE D
Administrative Assistant II							40	NE C
Records Clerk I	3	3			13.79	<u>14.06</u>	40	NE C
Crime Analyst	1	1			23.43	<u>23.89</u>	40	E K
Records Clerk II							40	NE D
Records Clerk III	1	1			15.75	<u>16.06</u>	40	NE E
Evidence Technician II	1	1			16.14	<u>16.47</u>	40	NE F
Evidence Technician I	1	1			13.68	<u>13.96</u>	40	NE C

* \$1.00 per hr. shift differential when they work the evening and graveyard shift

Note: Police Department Secretary/Public Information Officers provided two hours minimum call-out pay

Total Budgeted/Filled for Police Department	87	84	0	3
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Section G.

FIRE DEPARTMENT	AUTHORIZED POSITIONS			FY 15/16	FY 16/17	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE	
	POSITIONS	BUDGET	FILLED	VACANT	HOURLY WAGE ADJ.				HOURLY WAGE ADJ.
		TOTAL	NON-CS	RCSS/CS	RATE				RATE
Administrative Division									
Fire Chief	1	1			47.33	<u>48.28</u>	40	E X	
Deputy Fire Chief - Fire Prevention	1	1			36.34	<u>37.06</u>	40	T	
Deputy Fire Chief - Operations	1	1			36.06	<u>36.82</u>	40	T	
Office Manager	1						40	NE I	
Executive Assistant I	2	1			20.18	<u>20.58</u>		NE F	
		1			19.95	<u>20.35</u>			
Training Division									
Battalion Chief/ Training Officer	1	1			28.7	<u>29.28</u>		E N	
Fire Prevention Division									
Battalion Chief/ Fire Marshal								E N	
Fire Marshal								E N	
Deputy Fire Marshal III								M	
Deputy Fire Marshal II	1	1			21.45	<u>21.88</u>		NE L	
Deputy Fire Marshal I	1	1						NE J	
		1			18.9	<u>19.29</u>			
Code Enforcement Supervisor								L	
Code Enforcement Officer II								NE J	
Code Enforcement Officer I	3	2			20.42	<u>20.83</u>	40	NE G	

Code Enforcement Assistant	4	1	18.27	18.64	40	NE	C
Permit Technician	4	4					E
Permit Specialist	1	1	13.37	13.63	40	NE	C
					40	NE	F
Chief Building Inspector		1	29.66	30.26			N
Deputy Building Inspectors							
Level I	1	1	22.84	23.29	40	NE	J
Level II	4	4			40	NE	L
Level III+Plans Review					40	NE	M
Chief Electrical Inspector	1	1	28.32	28.88	40	NE	M
Deputy Electrical Inspectors							
Inspector Level I	4	4			40	NE	J
Inspector II+Plans Review	1	1	23.53	24.00	40	NE	L
Suppression Division							
Fire Assistant Chief	3				40	E	P
Step 1			20.21	20.62			
Step 2			20.92	21.34			
Step 3			21.65	22.09			
Step 4		1	22.41	22.86			
Step 5		4	23.20	23.66			
Step 6		1	24.01	24.49			
Step 7		4	24.85	25.35			
Step 8		1	25.72	26.23			
Step 9			26.62	27.16			
Captains	15					NE	I
<10 years			17.17	17.52			
10 years			17.19	17.54			
11 years			17.20	17.55			
12 years			17.22	17.57			
13 years			17.24	17.59			
14 years			17.27	17.62			
15 years			17.28	17.63			
16 years		4 2	17.30	17.65			
17 years		6 2	17.33	17.67			
18 years		6	17.34	17.68			
19 years			17.36	17.70			
20 years			17.37	17.71			
21 years			17.39	17.73			
22 years		4	17.41	17.75			
23 years		4 2	17.42	17.77			
24 years		1	17.44	17.79			
25 years			17.46	17.81			
26 years		2	17.47	17.82			
27 years		1	17.49	17.84			
28 years		4	17.51	17.85			
29 years		1	17.52	17.87			
30 years			17.54	17.89			
Lieutenants	15					NE	H
<10 years			16.07	16.32			
10 years		4	16.05	16.37			
11 years		4 3	16.03	16.40			
12 years		2	16.14	16.46			
13 years			16.17	16.49			
14 years			16.18	16.51			
15 years		8	16.20	16.52			
16 years		2 6	16.22	16.54			
17 years		2 1	16.23	16.56			
18 years		2	16.25	16.57			
19 years			16.25	16.59			
20 years			16.29	16.62			
21 years			16.31	16.64			
22 years			16.32	16.66			
23 years			16.35	16.68			
24 years		1	16.35	16.69			

25 years	1	16.38	<u>16.71</u>
26 years		16.39	<u>16.72</u>
27 years		16.41	<u>16.74</u>
28 years		16.42	<u>16.75</u>
29 years		16.44	<u>16.77</u>
30 years		16.46	<u>16.79</u>

Firefighter	29	5	3		NE	E
Firefighter (Appointee)				12.31	<u>12.56</u>	
Firefighter (On Floor)				12.31	<u>12.56</u>	
6 months	5			13.29	<u>13.55</u>	
1 year	4			13.56	<u>13.83</u>	
2 years	4			13.75	<u>14.02</u>	
3 years				13.94	<u>14.22</u>	
4 years	4			13.99	<u>14.27</u>	
5 years	3			14.02	<u>14.30</u>	
6 years	4			14.05	<u>14.33</u>	
7 years	1			14.10	<u>14.38</u>	
8 years				14.11	<u>14.39</u>	
9 years				14.16	<u>14.44</u>	
10 years				14.21	<u>14.49</u>	
11 years				14.26	<u>14.54</u>	
12 years				14.27	<u>14.56</u>	
13 years				14.29	<u>14.57</u>	
14 years				14.30	<u>14.59</u>	
15 years				14.32	<u>14.61</u>	
16 years				14.34	<u>14.62</u>	
17 years				14.35	<u>14.64</u>	
18 years				14.38	<u>14.67</u>	
19 years				14.40	<u>14.69</u>	
20 years				14.42	<u>14.71</u>	

Firefighter (Relief Driver; COLA + \$0.39 + \$0.10						NE	F
1 year				14.17	<u>14.45</u>		
2 years				14.35	<u>14.63</u>		
3 years				14.55	<u>14.84</u>		
4 years	4			14.90	<u>14.89</u>		
5 years	2			14.63	<u>14.92</u>		
6 years	3			14.66	<u>14.95</u>		
7 years	3			14.69	<u>14.98</u>		
8 years				14.71	<u>15.00</u>		
9 years	2			14.76	<u>15.05</u>		
10 years	2			14.80	<u>15.09</u>		
11 years	3			14.85	<u>15.15</u>		
12 years	1			14.87	<u>15.17</u>		
13 years				14.89	<u>15.19</u>		
14 years				14.91	<u>15.20</u>		
15 years	4			14.93	<u>15.23</u>		
16 years	1			14.94	<u>15.24</u>		
17 years	1			14.97	<u>15.27</u>		
19 years				15.01	<u>15.31</u>		
20 years				15.02	<u>15.32</u>		

Total Budgeted/Filled for Department	78	74	1	3
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- Note: Firefighter Relief Driver is not a new position. \$0.10 is factored in the pay rate.
- Note: A person may hold the position of Code Enforcement Officer for a period not to exceed one year without becoming a certified Property Maintenance Inspector.
- Note: To be considered for the position of Code Enforcement Officer II must obtain Property Maintenance Inspector I, Level I Building Inspector and successful review.
- Note: A person may hold the position of Deputy Building Inspector Level I for a period not to exceed two years without becoming certified.
- Note: A person may hold the position of Deputy Electrical Inspector Level I for a period not to exceed one year without becoming certified.
- Note: Building Inspector levels are equivalent to steps. These levels are dictated by state certification and successful performance review.
- Note: Deputy Fire Marshal to have State certification within one year.
- Note: To be considered for Deputy Fire Marshal II must obtain NFPA Fire Inspector I and II and successful review.
- Note: To be considered for Deputy Fire Marshal III must obtain NFPA Fire protection plan review and successful performance review.
- Note: As Inspection's Civil Service positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Section H. ENGINEERING/PUBLIC WORKS DEPT. POSITIONS	AUTHORIZED POSITIONS			FY 15/16	FY 16/17	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE	
	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE				HOURLY WAGE ADJ. RATE
City Engineer & Public Works Director	1	1			56.90	57.73	40	E	Z
Assistant Public Works Director	1	1			35.32	36.03	40	E	T
Storm Water & Drainage Engineer	1	1			35.33	36.24	40	E	R
Engineering Project Manager	1	1			29.28	29.86	37.5	NE	N
EPW Operations Manager	1	1			27.14		40	E	O
Engineering Assistant III							40	E	M
Engineering Assistant II									L
Engineering Technician	1	1		1			40	E	J
Executive Assistant I	1	1			16.99	17.33	40	NE	F
Administrative Assistant III	1	1			14.70	15.00	40	NE	D

Floodwall Division

EPW Floodwall Superintendent	1	1		30.18	<u>31.40</u>	40	E	N
Floodwall Operator	4		1			40	NE	F
80%				15.13	<u>15.36</u>			
85%				16.07	<u>16.31</u>			
90%				17.02	<u>17.27</u>			
95%				17.96	<u>18.23</u>			
100%			3	18.92	<u>19.20</u>			

Street Division

EPW Street Superintendent	1	1		32.28	<u>32.92</u>	40	E	N
EPW Street Supervisor	2	1	1	21.50	<u>21.93</u>	40	E	L
		1		22.23	<u>22.67</u>	40	E	L
Equipment Operator	4						NE	E
80%				15.10	<u>15.23</u>			
85%				15.94	<u>16.26</u>			
90%				16.88	<u>17.21</u>			
95%				17.82	<u>18.17</u>			
100%			4	18.76	<u>19.14</u>			
Concrete Finisher	3		1				NE	E
80%				15.10	<u>15.22</u>			
85%				15.93	<u>16.17</u>			
90%				16.88	<u>17.14</u>			
95%		1		17.81	<u>18.08</u>			
100%		1		18.76	<u>19.04</u>			
Right-Of-Way Maintenance Person	11		3				NE	C
80%				14.19	<u>14.40</u>			
85%		3	1	15.07	<u>15.30</u>			
90%				15.96	<u>16.20</u>			
95%		3		16.85	<u>17.10</u>			
100%		3	2	17.73	<u>18.00</u>			

Maintenance Division

EPW Fleet / Maintenance Superintendent	1	1		34.36	<u>35.36</u>	40	E	O
EPW Maintenance Supervisor	1	1		22.32	<u>23.07</u>		E	L
Laborer	6	5					NE	C
80%				13.21	<u>13.40</u>			
85%				14.03	<u>14.24</u>			
90%				14.86	<u>15.08</u>			
95%				15.68	<u>15.92</u>			
100%		3	3	16.51	<u>16.76</u>			
Traffic Technician	2	1					NE	E
80%				15.13	<u>15.36</u>			
85%				16.07	<u>16.31</u>			
90%				17.02	<u>17.27</u>			
95%				17.96	<u>18.23</u>			
100%			2	18.91	<u>19.19</u>			
Journeyman Electrician	1		1	20.00	<u>20.40</u>		NE	I
Maintenance Technician	3	1	1				NE	E
80%				15.13	<u>15.36</u>			
85%				16.07	<u>16.31</u>			
90%				17.02	<u>17.27</u>			
95%				17.96	<u>18.23</u>			
100%			2	18.91	<u>19.19</u>			

Fleet Maintenance Division

EPW Fleet Supervisor	1	1		23.63	<u>24.12</u>		E	L
Administrative Assistant III	1	1		18.99	<u>19.37</u>	40	NE	D
Fleet Mechanic I							NE	G
Fleet Mechanic II	4						NE	I
		1		17.53	<u>18.90</u>			
		1		18.69	<u>20.08</u>			
		1		20.33	<u>20.79</u>			

		1		20.67	<u>21.08</u>			
Solid Waste Division								
EPW Solid Waste Supervisor	2	1	1	22.23	<u>22.67</u>	E	L	
EPW Compost Operations Supervisor	1	1		22.23	<u>22.67</u>	E	L	
Administrative Assistant III	1	1		17.18	<u>17.52</u>	40	NE D	
Laborer	7		1				NE C	
80%				13.21	<u>13.40</u>			
85%				14.03	<u>14.24</u>			
90%				14.65	<u>15.08</u>			
95%		4		15.68	<u>15.92</u>			
100%		5	1	16.51	<u>16.76</u>			
Truck Driver	10		1				NE C	
80%				14.03	<u>14.29</u>			
85%				14.95	<u>15.19</u>			
90%				15.84	<u>16.08</u>			
95%		2		16.72	<u>16.97</u>			
100%		5	3	17.60	<u>17.87</u>			
Right-Of-Way Maintenance Person	3						NE C	
80%				14.19	<u>14.40</u>			
85%				15.07	<u>15.30</u>			
90%				15.95	<u>16.20</u>			
95%				16.85	<u>17.10</u>			
100%		2	4	17.73	<u>18.00</u>			
Compost Equipment Operator	1						NE F	
80%				15.35	<u>15.58</u>			
85%				16.31	<u>16.55</u>			
90%				17.27	<u>17.53</u>			
95%				18.23	<u>18.50</u>			
100%			1	19.19	<u>19.48</u>			

Total Budgeted/Filled for Department	78	45	20	12
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Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions

Note: RCSS - Individuals Retain Civil Service Status

Note: As the Food/Water Operators' CS positions are eliminated through attrition they will be filled as Non-Civil Service positions

Note: AFSCME employees in the classification above shall be eligible to receive "Shift Differential" of \$0.36/Hr

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader"

Section I.

POSITION	AUTHORIZED POSITIONS			FY 16/17 HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE	
	BUDGET TOTAL	FILLED NON-CS	VACANT RCSS/CS					
	Director of Parks Services	1	1					45.49
Recreation Superintendent	1	1	24.35	E	E	N		
Parks Maintenance Superintendent	1	1	25.50	E	E	N		
Cemetery Sexton	1	1	20.22	E	E	F		
Special Events Coordinator	1	1	24.35	E	E	M		
Recreation Specialist	2			E	E			
		1	16.13					
		1	15.12					
Executive Assistant I	1	1	18.82		NE	F		
Administrative Assistant III	1	1	15.23		NE	D		
Administrative Assistant II	1	1	14.63		NE	C		
Maintenance Division								
Supervisor	1	1	21.74		E	L		
Laborer	11				NE	C		
80%		1	13.21					
85%			14.03					
90%		2	14.65					
95%			15.68					

100%		6 5	4 3	16 51	16.76		
Right-Of-Way Maintenance Person	3					NE	C
80%				14.19	14.40		
85%				15.07	15.30		
90%				15.96	16.20		
95%				16.85	17.10		
100%		1	2	17.73	18.00		

Total Budgeted/Filled for Department	25	20	5	0
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Note: As positions are eliminated through attrition they will be filled as Non-Civil Service positions

Note: RCSS - Individuals Retain Civil Service Status

Note: AFSCME employees in the classification above shall be eligible to receive "Shift Differential" of \$0.35/Hr

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader"

Section J.

HUMAN RESOURCES

AUTHORIZED POSITIONS

FY 16/17

HOURLY

WAGE

POSITIONS	BUDGET TOTAL	FILLED		VACANT	ADJ. RATE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS					
Director of Human Resources	1	1		1	45.51	40	E	V
Risk Manager								O
H R Generalist	2	1			17.77	40	E	G
			1		17.77			

Total Budgeted/Filled for Department	3	2	0	1
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Section K.

AUTHORIZED POSITIONS

PADUCAH RENAISSANCE-ALLIANCE

POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS				
Executive Director					40	E	F
Marketing Specialist					40	E	H
Events & Promotion Specialist					40	E	H
Executive Assistant I					40	NE	F

Total Budgeted/Filled for Department	0	0	0	0
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Section K.

E911 EMERGENCY COMMUNICATIONS

AUTHORIZED POSITIONS

FY 15/16

FY 16/17

HOURLY

HOURLY

WAGE

WAGE

POSITIONS	BUDGET TOTAL	FILLED		VACANT	ADJ. RATE	ADJ. RATE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS						
Director	1	1			30.04	30.64	40	E	T
Assistant Director	1	1		1			40	E	J
Shift Supervisor	2	1			20.31	21.23	36/48	NE	G
			1		20.61	21.23	36/48	NE	G
Assistant Shift Supervisor	2	1			20.81	21.23	36/48	NE	G
			1		19.79	20.19	36/48	NE	G
Telecommunicator	12	1			18.29	18.66	36/48	NE	F
			1		19.79	20.19	36/48	NE	F
			1		16.40	17.14	36/48	NE	F
			1		19.30	20.20	36/48	NE	F
			1		13.89	13.96	36/48	NE	F
			1		15.47	15.78	36/48	NE	F
			1		19.79	20.19	36/48	NE	F
			1		13.89	13.96	36/48	NE	F
			1		15.47	15.78	36/48	NE	F
			1		18.79	19.17	36/48	NE	F
			1		19.49	19.88	36/48	NE	F
			1		12.35	13.21	36/48	NE	F
E911 Administrative Secretary	1	1			15.52	16.24	40	NE	C
E911 Data Entry Clerk	1	1			16.73	13.45	40	NE	C

Total Budgeted/Filled for Department	20	0	0	1
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Note: 36/48 refers to the 12 hour schedule that has people working an alternating three and four 12-hour shifts per week

Agenda Action Form
Paducah City Commission

Meeting Date:

Short Title: Request for an Ordinance authorizing payment to a vendor for an aggregate amount over \$20,000 in the amount \$27745.00

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Kevin McKellips, Ronnie Rathman

Presentation By: Steve Kyle

Background Information:

This is for the purchase of five difference pieces of rescue equipment from Advanced Fire and Rescue Equipment totaling \$27745.00. No one item is over twenty thousand dollars (\$20,000), bids were taken, but the aggregate total of all items purchased exceeds (\$20,000) and requires an ordinance for purchase.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:



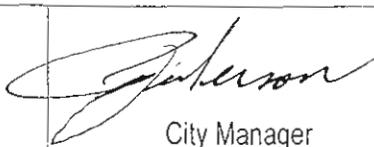
Funds for rescue equipment were included in FY16 budget.

Account Name: Fire Hoses/Rescue Equipment

Account Number: 001-1802-522-40-13

Staff Recommendation: Adoption of ordinance authorizing payment of \$27745.00 to Advanced Fire and Rescue

Attachments:

 Department Head	City Clerk	 City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: 6/7/2016

Short Title: Tyler Technologies Enterprise Resource Planning Software As A Service Agreement

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: G. Mueller, S. Kyle, J. Perkins, A. Herndon, A. Copeland
Presentation By: G. Mueller

Background Information: In an effort to address changing business needs the City intends to replace its core business information systems with a new suite of integrated systems. The City has been running its current Sungard HTE business application software since 1995. In May 2015 requests for proposals were solicited from vendors specializing in municipal software systems. Four vendors responded to the request for proposals. After a lengthy evaluation process and mutual agreement to the terms and conditions, the City has selected Tyler Technologies, Inc. to provide Enterprise Resource Planning (ERP) software and services to the City of Paducah.

The new ERP system will improve service to residents and increase employee productivity. The City anticipates enhancing its process efficiencies by implementing a system that takes advantage of current technologies and network services. The goals of this software upgrade are to improve information sharing among departments, reduce dependency on custom developed or Excel based applications, streamline business processes, reduce duplicate data entry and paper based processes, increase data accuracy, improve work flow, enhance business efficiencies, and improve customer service.

This is a hosted solution, meaning all hardware, software and data will be housed in Tyler Technologies data centers. Data communications between the City and Tyler Technologies will be via a secure encrypted network channel.

Implementation will be divided into 6 phases scheduled to occur over approximately 45 months.

- Phase 1 – Accounting, General Ledger, Budget, Purchasing
- Phase 2 –Accounts Receivable, Citizen Self Service, Business Lic.
- Phase 3 – Permits, Code Enforcement

- Phase 4 – Property Tax Billing
- Phase 5 – Payroll, Employee Self Service, Human Resources
- Phase 6 – Work Orders, Fleet and Facilities Management

One time fees for the project, include Business Process Review, Data Conversion, Implementation, and Training total \$785,740. Travel expenses are estimated at \$155,540.

Recurring Software As A Service (SaaS) fees will be billed on a quarterly basis. The SaaS fees for the term of the 7 year contract as defined in “Exhibit B Invoicing and Payment Policy” of the Software As A Service Agreement total \$1,744,798.

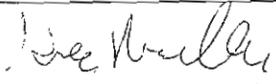
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: EQ0022 Software Upgrade
Account Number:

Finance

Staff Recommendation: Adopt an ordinance authorizing the Mayor to execute a contract with Tyler Technologies, Inc. for Enterprise Resource Planning Software As A Service. A copy of the contract agreement and the statement of work are available for review in the City Clerk’s office.

Attachments: Tyler Technologies Software As A Service Agreement
Tyler Technologies ERP Solutions Statement of Work

 Department Head	City Clerk	City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: June 7, 2016

Short Title: Amend Chapter 42 of the Code of Ordinances to Include Demolition by Neglect

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Kyle

Presentation By: Steve Kyle

Background Information:

The Nuisance Code Enforcement Board Ordinance became effective in 2002 which includes provisions for assessing civil penalties for violations, however, there was no provision in the initial adoption to address derelict properties. This amendment would include the provision to allow the Nuisance Code Enforcement Board to conduct hearings to determine if a property owner has allowed a property to become substantially deteriorated and incur violations by demolition by neglect. This would also advise the property owner that the violations may be referred to the county attorney or the commonwealth attorney for criminal prosecution.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: Approve the recommended amendments to Chapter 42 of the Code of Ordinances of the City of Paducah.

Attachments:

Department Head	City Clerk	City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: June 14, 2016

Short Title: To Authorize Change Order #1 for the Dome Relocation Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

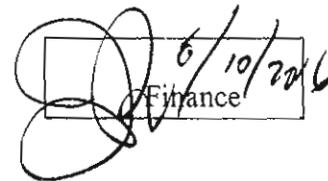
On December 17, 2015, Ordinance #2015-12-8339 was adopted authorizing the Mayor to execute a contract with A & K Construction, Inc., in the amount of \$878,153.00 plus the perspective incentive amount for the Dome Relocation Project. The Contractor achieved the substantial completion date on March 11, 2016, resulting in an incentive payment in the amount of \$34,500. Subsequently, work was completed on April 8, 2016 as required by the Notice to Proceed. During the Project minor additions and deletions were required resulting in a change order to the contract as follows:

RFP #1	Deduct Stormwater Items and Added DGA	-\$3,977.74
RFP #2	Additional Helical Pile	\$17,165.00
RFP #3	Added Exterior Lighting	\$962.00
RFP #4	Revised Power to Restroom Trailer	-\$4,660.00
RFP #5	Removed 1 Concrete Entrance	\$1,371.00
RFP #6	Added Spare Conduit for Future Building	\$456.00
RFP #7	Deleted Portion of Concrete Sidewalks	-\$1,368.00
RFP #8	Deleted Seed and Straw	-\$7,600.00
Total Change Order Amount		\$2,348.26

Therefore, with the total change order in the amount of \$2,348.26 added, the new contract amount will be \$880,501.26.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Dome Relocation Project
Account Number: 040-8827-536-2307
Project Number: DT0041

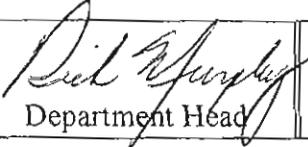

Finance

Staff Recommendation:

To adopt an Ordinance authorizing Change Order #1 in the amount of \$2,348.26 for the Dome Relocation Project with A& K Construction, Inc.; which will increase the contract amount to \$880,501.26.

Attachments:

Original Ordinance, Substantial Completion, Change Order #1 and the Notice to Proceed

 Department Head	City Clerk	City Manager
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May 31, 2016

Mr. Rick Murphy, PE
City of Paducah
300 South 5th Street
PO Box 2267
Paducah, KY 42002-2267

Re: Change Order 001 Review
Paducah Dome Relocation
Paducah, Kentucky
Marcum No. 15637

Dear Rick,

Marcum Engineering has reviewed and recommends the attached Change Order 001 for an increase of \$2,348.26. Please sign both and return one to us.

If you have any questions or concerns, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Baccus L. Oliver', with a horizontal line extending to the right.

Baccus L. Oliver, PE, CxA, LEED AP
Project Manager

Enclosure: Change Order 001

Cc: Angela Weeks, City of Paducah
Nathan Kelso, A&K Construction

AIA DOCUMENT G701-2000

Change Order

(Instructions on reverse side)

PROJECT:

(Name and address)

Paducah Dome Relocation
619 North 6th Street
Paducah, KY 42001

CHANGE ORDER NUMBER: 001

DATE: 5/31/2016

ARCHITECT'S PROJECT NUMBER:

CONTRACT DATE: 12/18/2015

CONTRACT FOR: General Construction

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

TO CONTRACTOR:

(Name and address)

A & K Construction, Inc.
100 Calloway Court
Paducah, KY 42001

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

See attached change order proposals 1-8.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 878,153.00

The net change by previously authorized Change Orders is 0.00

The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 878,153.00

The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)

(unchanged) by this Change Order in the amount of \$ 2,348.26

The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be \$ 880,501.26

The Contract Time will be (increased) (~~decreased~~) (unchanged) by _____ days

The date of Substantial Completion as of the date of this Change Order therefore is 3/11/2016

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201

Not valid until signed by the Architect, Contractor and Owner.

Marcum Engineering, LLC
ARCHITECT (Typed name)

Bacus L. Oliver
(Signature)

Bacus L. Oliver
BY

5/31/2016
DATE

A & K Construction, Inc.
CONTRACTOR (Typed name)

Nathan Kelso
(Signature)

Nathan Kelso
BY

5/31/2016
DATE

City of Paducah
OWNER (Typed name)

(Signature)

BY

DATE



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AIA DOCUMENT G701-2000
CHANGE ORDER

Original Contract Amount

\$878,153.00

Proposal Number	Description	Date Presented	Amount	Denied	Accepted
PR #1-A	Deducts to Remove Stormwater Items	January 19, 2016	(\$30,543.80)		March 25, 2016 (\$30,543.80)
PR #1-B	Unit prices for 8" Minus Stone on Unsuitable Soils	January 19, 2016	\$26,566.06		January 20, 2016 \$26,566.06
PR #1-C	New Box Inlet	January 19, 2016	\$6,199.00	February 1, 2016	
PR #2	Additional Helical Pile	January 22, 2016	\$962.00		February 1, 2016 \$962.00
PR 3 Rev	Exterior Lighting	February 4, 2016	\$17,165.00		February 8, 2016 \$17,165.00
PR#4	Revised Power to Restroom Trailers	February 23, 2016	\$1,371.00		February 24, 2016 \$1,371.00
PR #5	Remove Concrete Entrances from contract	March 11, 2016	(\$4,660.00)		March 17, 2016 (\$4,660.00)
PR #6	Spare Conduit for Future Building	March 11, 2016	\$456.00		March 21, 2016 \$456.00
PR # 7.0	Delete Concrete Sidewalks	March 25, 2016	(\$1,368.00)		April 4, 2016 (\$1,368.00)
PR #8	Delete Seed & Straw from Contract	March 25, 2016	(\$7,600.00)		April 4, 2016 (\$7,600.00)
Total With Accepted Changes					\$880,501.26

Paducah Dome Relocation
 A & K Construction, Inc. Project #1725-15
 Proposal Request Number: 001.0
 3/25/2016 Revised 4/25/2016

Unforeseen Conditions - Existing Storm water box on Campbell St., storm water basin modifications at southernmost basin and soft soils in the site access road.
 Per. BFW's attached request for proposal.

A. <u>Deducts</u>	
1 10" DGA under Asphalt	\$ (14,347.20)
2 DGA under Concrete Parking	\$ (2,391.20)
3 8" DGA under Entrance	\$ (2,015.40)
4 57s Stone Bedding	\$ (5,890.00)
5 8" HDPE Pipe	\$ (4,100.00)
6 4" HDPE Pipe	\$ (1,800.00)
Total Deduct:	\$ (30,543.80)

B. <u>Unit Prices for Soft Soils</u>	Unit Price	Qty:	Total
Additional 6" undercut under Concrete Parking	\$ 1,000.00	1 Lum Sum	\$ 1,000.00
DGA Stone per ton	\$ 21.25	502.27 tons	\$ 10,673.24
8" Minus per ton	\$ 24.15	616.68 tons	\$ 14,892.82
Total Add:			\$ 26,566.06

C. New Box Inlet \$ 6,199.00 Not Accepted

Total Combined Proposal: \$ (3,977.74)

Paducah Dome Relocation
A & K Construction, Inc.
Proposal Request Number: 002
1/22/2016

Project #1725-15

Installation of 1 additional helical pile as shown
on the attached observation report dated 1/21/16.

Division	Contractor	Labor/Equip	Material	Total
1 Helical Piles	Dwyer Companies	\$ 300.00	537.00	\$ 837.00
Sub-Total		\$ 300.00	\$ 537.00	\$ 837.00
Overhead/Profit				\$ 125.00
Total				\$ 962.00

Paducah Dome Relocation
 A & K Construction, Inc. Project #1725-15
 Proposal Request Number: 003 Revised
 2/5/2016

Install lighting and circuitry to light the exterior of the building.
 Per Marcum Engineering's attached revised Electric Request for Proposal.

1. Install lights and circuitry per T&D Solutions attached proposal.

Division	Contractor	Labor	Material	Equipment	Total
1 Electrical	T&D Solutions, LLC	\$ 8,547.00	4,271.00	2,108.00	\$ 14,926.00
Sub-Total		\$ 8,547.00	\$ 4,271.00	\$ 2,108.00	\$ 14,926.00
Overhead/Profit					\$ 2,239.00
Total					\$ 17,165.00

Paducah Dome Relocation
 A & K Construction, Inc.
 Project #1725-15
 Proposal Request Number: 004
 2/23/2016

Modify circuitry to the restroom trailers.
 Per Marcum Engineering's attached Electric Request for Proposal

1. Revise circuitry to the restroom trailers per T&D Solutions attached proposal

Division	Contractor	Labor	Material	Equipment	Total
1 Electrical	T&D Solutions, LLC	\$ 1,072.00	120.00	0.00	\$ 1,192.00
Sub-Total		\$ 1,072.00	\$ 120.00	\$ -	\$ 1,192.00
Overhead/Profit					\$ 179.00
Total					\$ 1,371.00

Paducah Dome Relocation
 A & K Construction, Inc. Project #1725-15
 Proposal Request Number. 005 Revised
 3/11/2016

Remove concrete entrances from the contract.
 Per attached BFW request for proposal #4.

1. Remove the two concrete entrances from A&K Construction's scope of work.

Division	Contractor	Labor	Material	Equipment	Total
1 Concrete	A&K Construction, Inc.	\$ (1,830.00)	(2,830.00)	0.00	\$ (4,660.00)
Sub-Total		\$ (1,830.00)	\$ (2,830.00)	\$ -	\$ (4,660.00)
Total					\$ (4,660.00)

Paducah Dome Relocation
 A & K Construction, Inc.
 Proposal Request Number: 008 Revised
 5/05/2016

Project #1725-15

Delete Seed and Straw and 6" topsoil and grading from the Project Scope.
 Per BFW Engineering's Request for Proposal.

1.	Delete Seed & Straw from project.				
		<u>Division</u>	<u>Contractor</u>	<u>Price</u>	<u>Total</u>
		1 Turf & Grasses	Paul Howard's Custom Landscaping	(5,000.00)	\$ (5,000.00)
	Sub-Total			\$	(5,000.00)
2.	Delete Topsoil & Grading				
		<u>Division</u>	<u>Contractor</u>	<u>Unit Price</u>	<u>Total</u>
		2 Earthwork	Central Paving	\$4.00/cy	\$ (2,600.00)
	Sub-Total			\$	(2,600.00)
	Total			\$	(7,600.00)

AN ORDINANCE ACCEPTING THE BID FOR THE DOME RELOCATION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME
BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of A & K Construction, Inc., in the amount of \$878,153.00 plus perspective incentive amount, for the Dome Relocation Project, said bid being in substantial compliance with the bid specifications, and as contained in the bid of A & K Construction of December 10, 2015.

SECTION 2. In accordance with the contract documents, the City shall adhere to the Incentive Schedule and Liquidated Damages Schedule. The total incentive payment to the contractor shall not exceed \$34,500.

SECTION 3. That the Mayor be authorized to execute a contract with A & K Construction, Inc., for the Dome Relocation Project, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 4. Expenditures for this project will be from project account DT0041. account number 040-8827-536-2307.

SECTION 5. This ordinance shall be read on two separate days and will become effective upon publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, December 15, 2015
Adopted by the Board of Commissioners, December 17, 2015
Recorded by Tammara S. Sanderson, City Clerk, December 17, 2015
Published by The Paducah Sun, _____
\\ord\eng\bid-dome relocation project



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Paducah Dome Relocation
North 6th Street
Paducah, KY

PROJECT NUMBER: 15637/
CONTRACT FOR: General Construction
CONTRACT DATE: December 18, 2015

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address)
City of Paducah
300 South 5th Street
Paducah, KY 42003

TO CONTRACTOR:
(Name and address)
A&K Construction
100 Calloway Court
Paducah, KY 42001

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Building slab, perimeter beam, gas service, electrical service, electrical power, emergency power, and operating infiltration units.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

Marcum Engineering, LLC

3/11/2016

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ NA

The Contractor will complete or correct the Work on the list of items attached hereto within NA (0) days from the above date of Substantial Completion.

A&K Construction

3/11/2016

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 7:00 AM CT (time) on March 14, 2016 (date).

City of Paducah

3/11/2016

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)

1. Contractor shall continue to maintain site per Contract Documents.
2. This Substantial Completion only allows the Owner to begin dome installation and inflation.

NOTICE TO PROCEED

TO: **A&K CONSTRUCTION, INC.**

Date: December 21, 2015

Project: **PADUCAH DOME RELOCATION/ CITY OF PADUCAH, KENTUCKY**

You are hereby notified to commence work in accordance with the Agreement dated **December 18, 2015**, on or **before Monday, January 4, 2016**, and you are to be substantially complete by **March 25, 2016** and be fully complete by **April 8, 2016**.

OWNER
CITY OF PADUCAH, KY

By *Keith W. Simpson* 12/21/15

Title City Engineer/Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

A&K Construction. This the 21 day of December 2015.

CONTRACTOR
A&K CONSTRUCTION, INC.

By *Nathan Kelso*

Title Project Manager

ORDINANCE NO. 2016-6-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH A & K CONSTRUCTION, INC. FOR THE DOME RELOCATION PROJECT

WHEREAS, the City approved Ordinance No. 2015-12-8339 to enter into a contract with A & K Construction, Inc. in the amount of \$878,153.00 for the Dome Relocation Project; and

WHEREAS, Change Order No. 1 is required for an increase in the amount of \$2,348.26 for adjustment of minor additions and deletions were necessary to finalize the project for the above referenced contract, increasing the total contract price to \$880,501.26.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Change Order No. 1 for an increase in the amount of \$2,348.26 with A & K Construction, Inc. for adjustment of minor additions and deletions to finalize the Dome Relocation Project, increasing the total cost to \$880,501.26.

SECTION 2. This expenditure shall be charged to project account PA0078, account number 040-8827-536-2307.

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 June 14, 2016

Adopted by the Board of Commissioners June 21, 2016

Recorded by Tammara S. Sanderson, City Clerk, June 21, 2016

Published by The Paducah Sun, _____

\\ord\eng\CHGORD1-Dome Relocation

Agenda Action Form Paducah City Commission

Meeting Date: June 14, 2016

Short Title: AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DANNY COPE AND SONS LLC FOR THE DEMOLITION OF PROPERTY OWNED BY THE CITY OF PAUDCAH AND LOCATED AT 501 NORTH 3RD STREET

Ordinance Emergency Municipal Order Resolution Motion

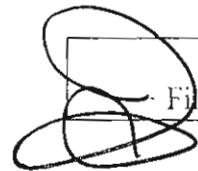
Staff Work By: Doolittle, Cherry, Utz
Presentation By: Doolittle

Background Information:

On May 26, 2016 after advertising, sealed bids were opened for the demolition of the former nursing home property located at 501 N. 3rd Street. The low bidder is Danny Cope and Sons LLC of Paducah. This action allows the Mayor to enter into a contract with Danny Cope and Sons LLC for \$44,805.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: DT0040
Account Number: 040-0102-511-2307


Finance 6/10/2016

Staff Recommendation:

The staff recommends approval

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

AN ORDINANCE ACCEPTING THE BID OF DANNY COPE & SONS, LLC FOR THE DEMOLITION OF THE FORMER NURSING HOME PROPERTY LOCATED AT 501 NORTH THIRD STREET, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Danny Cope & Sons, LLC in the amount of \$44,805.00 for the demolition of the former nursing home property located 501 North Third Street, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Danny Cope & Sons, LLC dated May 26, 2016.

SECTION 2. That the Mayor be authorized to execute a contract with Danny Cope & Sons, LLC for the demolition of property authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. Expenditures for this project will be processed through project account DT0040, account number 040-0102-511-2307.

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:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 14, 2016
Adopted by the Board of Commissioners, June 21, 2016
Recorded by Tammara S. Sanderson, City Clerk, June 14, 2016
Published by The Paducah Sun, _____
\ord\downtown dev\bid-demolition-nursing home-501 N 3rd

CITY OF PADUCAH, KENTUCKY

Paducah Riverfront Development Authority

Demolition of Commercial Building at 501 North 3rd/514 North Loop Road

Bid Opening: 11:00 a.m., Thursday, May 26, 2016

Official Bidder of Record	Total Bid Amount
Complete Demolition Services	\$ 127,780. ⁰⁰
Greer Excavating Services, LLC	\$ 77,500. ⁰⁰
Lannie Jones Excavation	\$ 46,200. ⁰⁰
Mike Goode Excavating	\$ 58,590. ⁰⁰
Danny Goode & Sons Excavating, LLC	\$ 44,805. ⁰⁰
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

CONTRACT

THIS CONTRACT, made and entered into this **June 8, 2016**, by and between the **CITY OF PADUCAH**, hereinafter called "City", and **Danny Cope and Sons Excavating, LLC** hereinafter called "Contractor".

WITNESSED: That the City and the Contractor for the consideration stated herein, mutually agree as follows:

I. The City will pay Contractor the sum of **\$44,805.00** for demolition of the following structure: Said sum shall only be payable for work actually performed.

501 North 3rd Street

II. Contractor further agrees to the following conditions:

- A. To obtain a business license in accordance with the Code of Ordinances of the City of Paducah.
- B. To comply with the City of Paducah Demolition Policy.
- C. To obtain a Demolition Permit from the Paducah Fire Department, Fire Prevention Division within ten (10) days of the date of execution of this contract by the City Manager.
- D. To raze said structure(s), clean property of all debris, and to complete demolition and clearing of lot(s) within thirty (30) days of the date of Demolition Permit.
- E. Call 811 seventy-two hours (72) hours before work starts.
- F. To have Paducah McCracken Joint Sewer Agency (JSA) locate the sewer lateral, contractor to plug in accordance with method approved by JSA or to uncover and allow JSA to plug at JSA's discretion and have JSA inspection approval document with invoice for payment.
- G. All other duties and responsibilities of the contractor as set forth in the Invitation for Bids.

III. **INSURANCE AND BONDING**

Contractor agrees to procure and maintain insurance of the types and to the limits specified in the Invitation for Bids.

IV. INDEMNITY

Contractor shall indemnify, keep and save harmless, the City, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise result wherefrom, if it shall be determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising wherefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

V. LIABILITY

It is hereby agreed and understood between the parties that the City of Paducah is relieved from any liability pertaining to the demolition or disposing of structures. Contractor agrees to comply with all federal, state and local laws and regulations with regard to demolition and disposal. It is hereby agreed and understood between the parties that the Contractor is an independent contractor and not an agent of the City of Paducah

VI. TERMINATION OF CONTRACTS

Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the City for Convenience or Cause; or
- Extended upon written authorization of the City Manager, or his representative and accepted by Contractor, to permit ordering of unorderd balances or additional quantities at contract prices and in accordance with contract terms.

TERMINATION FOR CONVENIENCE This contract may be terminated by the City in accordance with this clause in whole or in part whenever the City shall determine that such a termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

TERMINATION OF CONTRACT FOR CAUSE If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this

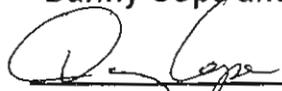
contract, the City shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

CONTRACT ALTERATIONS No alterations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City Manager or his authorized agent.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUND It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm or corporation, without the previous written consent of the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Danny Cope and Sons Excavating, LLC

 6-9-16

Signature & Date

City Manager & Date
 6/10/16

Fire Marshal & Date

**Agenda Action Form
Paducah City Commission**

Meeting Date: 14 June 2016

Short Title: 2016-2017 Edward Byrne Memorial (JAG) Grant Interlocal Agreement

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: David White, Sheryl Chino

Presentation By: Chief Brandon Barnhill

Background Information: The Paducah Police Department is preparing to submit a 2016-2017 Edward Byrne Memorial Grant through the U.S. Department of Justice in the amount of \$11,963. This grant will be used by the Paducah Police Department for the purchase of four (4) mobile radios.

Although the City of Paducah has a sole and authorized individual allocation, it must remain in partnership with our local disparate jurisdiction which is McCracken County. It is for this reason, the City of Paducah and McCracken County must enter into an Interlocal Agreement supporting the 2016-2017 JAG application submission and the acceptance by the City of Paducah of the \$11,963.00.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
 Account Number:
 Project Number:
 CFDA: 16.738

Finance

Staff Recommendation: Authorize and direct the Mayor to execute an Interlocal Agreement with the County.

Attachments: None

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

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND THE COUNTY OF MCCRACKEN, KENTUCKY, FOR A 2016-2017 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT THROUGH THE U. S. DEPARTMENT OF JUSTICE

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an Interlocal Agreement between the City of Paducah and the County of McCracken, Kentucky, for a 2016-2017 Edward Byrne Memorial Grant through the U. S. Department of Justice. The Interlocal Agreement is required by the U.S. Department of Justice to reflect that the City remains in partnership with its local disparate jurisdiction even though the City of Paducah is the sole and authorized individual allocation. The term of this Agreement shall be that of the JAG Award, a one year period beginning July 1, 2016, and ending June 30, 2017, unless terminated by either party.

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, June 14, 2016
Adopted by the Board of Commissioners, June 21, 2016
Recorded by Tammara S. Sanderson, City Clerk, June 21, 2016
Published by the Paducah Sun, _____
\ord\plan\grants\agree-interlocal (Edward Byrne Grant 2016-2017)

Agenda Action Form Paducah City Commission

Meeting Date: June 14, 2016

Short Title: Payment to Healthworks Medical LLC, for Medical Screening Services Required for the Fire Suppression Division

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Kevin McKellips

Presentation By: Steve Kyle

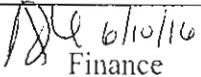
Background Information:

Previously, quotes were obtained for various medical screening services that are required annually for the Fire Suppression Division. With Healthworks Medical LLC, submitting the lowest quote for various medical screening services. Subsequently, Healthworks proceeded to perform the medical screening services as required for the Fire Suppression Division. Normally, the total yearly expenditures for the medical screening services would be under \$20,000, which did not require Ordinance authorization. However this year, additional medical tests were required causing the overall payable amount to be over the \$20,000 limit.

To date, total payable amount due to Healthworks for this fiscal year is \$24,029.00, with possible medical services required through the month of June. Therefore, a not to exceed amount of \$26,100 is requested to be authorized to pay for medical screenings through the end of this fiscal year. Due to this overage, the medical screening services required will be procured through sealed written bids beginning the 2016-2017 Fiscal Year.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Compliance- Employment
Account Number: 001-1802-522. 39-28

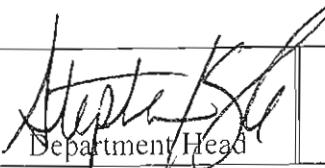
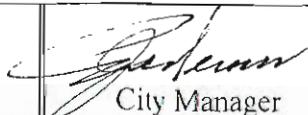

Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Finance Director to pay Healthworks Medical LLC an amount not to exceed \$26,029.00 for the annual medical screening services required for the Fire Suppression Division for the 2015-2016 Fiscal Year.

Attachments:

Healthworks Invoices

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO HEALTHWORKS MEDICAL LLC FOR ANNUAL MEDICAL SCREENING SERVICES REQUIRED FOR THE FIRE SUPPRESSION DIVISION OF THE PADUCAH FIRE DEPARTMENT

WHEREAS, the City of Paducah Fire Department received quotes for medical screening services that are required annually for the Fire Suppression Division of the Paducah Fire Department; and

WHEREAS, pursuant to Chapter 2-643 of the Code of Ordinances of the City of Paducah, Kentucky, consent is required by the Board of Commissioners if the aggregate amount exceeds \$20,000; and

WHEREAS, to date the aggregate amount of the services totals \$24,029.99; and

WHEREAS, the Fire Department is requesting authorization of an additional \$2,070.01 to cover possible medical cost overages for fiscal year 2016 for a total not to exceed \$26,100.

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

SECTION 1. That the City of Paducah hereby authorizes and directs the Finance Director to make payment in an amount not to exceed \$26,100.00 to Healthworks Medical, LLC for annual medical screening services required for the Fire Suppression Division of the Paducah Fire Department.

SECTION 2. These expenditures will be charged to account no. 001-1802-522-3928.

SECTION 3. This ordinance shall be read on two separate days and shall become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 14, 2016

Adopted by the Board of Commissioners, June 21, 2016

Recorded by Tammara S. Sanderson, City Clerk, June 21, 2016

Publication by The Paducah Sun, _____

\ord\fire\medical screening services

**Agenda Action Form
Paducah City Commission**

Meeting Date:

Short Title: Annual service contract for the City's 800 MHz radio equipment

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: *Brent Stringer*
Presentation By: *Brent Stringer*

Background Information: Reoccurring annual service agreement between Motorola and the City of Paducah for service and maintenance on the 800 MHz radio system including the dispatch consoles, radio controllers and the 911 phone equipment. The contract is less than previous years due to the fact that our 911 phone equipment will be removed from the contract after December 2016.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: *Communications Equipment*
Account Number: *012-4011-423-22.06*

6/3/2016
Finance

Staff Recommendation: Introduce Ordinance to continue the service agreement with Motorola for 2016-2017

Attachments: Motorola contract

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

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
SERVICE AGREEMENT WITH MOTOROLA FOR FY2017

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a service agreement with Motorola for yearly maintenance of the 800 MHz radio controllers, individual department radios, 911 dispatch consoles, telephones, and other related radio equipment. The Contract Number S00001001153 in the amount of \$44,308.08 shall expire June 30, 2017.

SECTION 2. This expenditure shall be charged to various departments.

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, June 14, 2016

Adopted by the Board of Commissioners, June 21, 2016

Recorded by Tammara S. Sanderson, City Clerk, June 21, 2016

Published by *The Paducah Sun*, _____

\\ord\police\contract-Motorola FY2017



Attn: National Service Support
 1309 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

SERVICE AGREEMENT

Contract Number: S00001001153
 Contract Modifier: RN21-MAR-16 11.33.19
 Supersedes Agreement(s):

Date: 6/6/2016

Company Name: PADUCAH- CITY OF
Attn:
Billing Address: P.O. Box 2307
City, State, Zip Paducah, KY 42002
Customer Contact:
Phone:
Fax:

Required P.O.: No
 Customer #: 1011956482
 Bill to Tag#: 0001
 Contract Start Date: 7/1/2016
 Contract End Date: 6/30/2017
 Anniversary Day: Jun 30th
 Payment Cycle: ANNUAL

Tax Exempt:
 PO #:

Qty	Model/Option	Services Description	Monthly Ext	Extended Amt
		**** Recurring Services ****		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$ 304.23	\$ 2,103.72
1	SVC251AA	ENH: SMARTZONE SITE	\$ -	\$ -
1	SVC251AE	PLANT VESTA PALLAS SERVER (6 months)	\$ 26.28	\$ 157.68
5	SVC253AE	PLANT VESTA PALLAS WORKSTATION (6 months)	\$ 101.30	\$ 607.80
5	SVC255AE	PLANT VESTA PALLAS ACU (6 months)	\$ 35.60	\$ 213.60
1	SVC257AA	SMARTNET SITE	\$ -	\$ -
1	SVC257AE	PLANT BCM (6 months)	\$ 94.66	\$ 567.96
14	SVC257AE	SMARTNET STATION	\$ 46.39	\$ 556.68
1	SVC455AE	DISPATCH SITE	\$ -	\$ -
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$ 81.62	\$ 979.44
5	SVC239AA	ENH: SMARTZONE OPERATOR POSITION	\$ -	\$ -
1	SVC240AA	SMARTNET SITE	\$ -	\$ -
14	SVC241AA	SMARTNET STATION	\$ -	\$ -
1	SVC242AC	DISPATCH CENTER LOCATION	\$ -	\$ -
1	SVC242AE	PLANT EQUIPMENT 911 (6 months)	\$ -	\$ -
1	SVC455AE	DISPATCH SITE	\$ 81.62	\$ 979.44
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$ 273.81	\$ 2,536.86
1	SVC135AA	SMARTNET SITE	\$ -	\$ -
14	SVC136AA	SMARTNET STATION	\$ 9.24	\$ 110.88
5	SVC142AD	CONSOLE ONLY - OPERATOR POSITI	\$ 84.85	\$ 1,018.20
1	SVC142AF	PLANT EQUIPMENT 911 (6 months)	\$ 124.80	\$ 748.80
1	SVC147AA	SMARTNET SYSTEM	\$ 54.91	\$ 658.92
2	SVC455AE	DISPATCH SITE	\$ 0.01	\$ 0.06
	SVC01SVC1220C	ASTRO SFS LITE SERVICE AGREEMENT	\$ 651.20	\$ 7,814.40
93	SVC26AA	ENH. XTS2500	\$ 260.40	\$ 3,124.80
23	SVC495AB	XTL5000 - MOBILE	\$ 92.00	\$ 1,104.00
11	SVC506AB	XTS1500	\$ 30.80	\$ 369.60
2	SVC684AD	ENH: XTL1500	\$ 8.00	\$ 96.00
65	SVC688AD	ENH: XTL2500	\$ 260.00	\$ 3,120.00
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$ 1,670.53	\$ 15,772.38
1	SVC166AE	PLANT MAGIC SERVER (6 months)	\$ 90.22	\$ 541.32
1	SVC174AE	PLANT VESTA STANDARD MINI SERVER (6 months)	\$ 90.22	\$ 541.32
1	SVC181AE	PLANT BCM (6 months)	\$ 80.79	\$ 484.74
5	SVC187AE	PLANT VESTA PALLAS WORKSTATION (6 months)	\$ 451.10	\$ 2,706.60
1	SVC218AA	ONSITE INFRASTRUCTURE RESPONSE-SITE	\$ 74.89	\$ 898.68
14	SVC219AA	STATION(S)	\$ 611.63	\$ 7,339.56
5	SVC220AA	OPERATOR POSITIONS	\$ 210.00	\$ 2,520.00
1	SVC455AE	DISPATCH SITE	\$ 0.01	\$ 0.12
1	SVC986AA	DISPATCH CENTER LOCATION	\$ -	\$ -
1	SVC987AA	CENTRAL ELECTRONICS BANKS (CEB)	\$ 61.67	\$ 740.04
	SVC01SVC1423C	LOCAL RADIO SUPPORT SERVICE	\$ 360.60	\$ 4,327.20

93	SVC26AB	XTS2500	\$ 153.45	\$ 1,841.40
2	SVC368AE	ENH: XTL1500	\$ 4.20	\$ 50.40
65	SVC454AE	ENH: XTL2500	\$ 136.50	\$ 1,638.00
11	SVC575AB	XTS1500 - PORTABLE	\$ 18.15	\$ 217.80
23	SVC587AB	XTL5000 - MOBILE	\$ 48.30	\$ 579.60
1	SVC01SVC2012C	SP - CONTRACT ADMINISTRATION SERVICE NETWORK(S)	\$ 216.31	\$ 2,595.72
1	SVC02SVC0081A	MISSION CONTROL SITE(S) (6 months)	\$ 636.82	\$ 3,820.92
1	SVC02SVC0082A	SOFTWARE FIRMWARE SUPPORT SITE(S) (6 months)	\$ 850.75	\$ 5,104.50
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$ 5,045.87 \$ 45,055.14
			Subtotal - One-Time Event	\$ (62.26) \$ (747.12)
			Total	\$ 4,983.61 \$ 44,308.02
			Taxes	\$ - \$ -
			Grand Total	\$ 4,983.61 \$ 44,308.02
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA				

The Plant Vesta (Airbus) equipment is covered for only six months, through 12/31/16. Monthly amount from July 2016 through December 2016 is \$4,983.61. Monthly amount from January 2017 through June 2017 is \$2,401.06.

The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If the Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the current year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = \$46,907.75.

One Time Event is credit for 6 months service of M1X8250 in 2015 contract.

Subcontractor(s)	City	State
MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER D0066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT D0068	SCHAUMBURG	IL
INDIANAPOLIS SERVICE CENTER	INDIANAPOLIS	IN
AIRBUS DS COMMUNICATIONS, INC.	TEMECULA	CA
JACKSON PURCHASE 2 WAY INC	PADUCAH	KY

I received Statements of Work that describes the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

 CUSTOMER (PRINT NAME)

 MOTOROLA REPRESENTATIVE (SIGNATURE) TITLE DATE

David Nomm 847-875-3615
 MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE FAX

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015