

**CALLED CITY COMMISSION
 MEETING AGENDA FOR JULY 27, 2016
 9:00 A.M.
 CITY HALL (TRAINING ROOM)
 300 SOUTH FIFTH STREET**

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

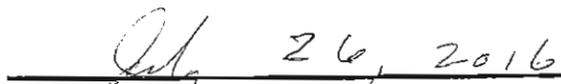
	I. <u>WORKSHOP</u>
	A. Next Steps Workshop for the Citizens Survey
	II. <u>MINUTES</u>
	III. <u>MOTION</u>
	A. R & F Called Meeting Notice
	IV. <u>MUNICIPAL ORDER</u>
	A. Personnel Actions
	V. <u>ORDINANCE - EMERGENCY</u>
	A. Approve Agreement with McCracken County for 911 Dispatching Services – CITY MGR
	VI. <u>ORDINANCES – INTRODUCTION</u>
	A. Approve Final Subdivision of Ridgewood Villas and Accepting Dedication of Right-of-Way – S. ERVIN
	B. Purchase 2016 Wheel Loader – R. MURPHY
	C. Purchase 2016 Backhoe Loader – R. MURPHY
	D. Purchase 2016 Rubber Track Loader – R. MURPHY
	E. 2017 Ford F550 Side Loader – R. MURPHY
	VII. <u>EXECUTIVE SESSION</u>

CITY OF PADUCAH
July 27, 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
July 27, 2016

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>GENERAL GOVERNMENT</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>
Parish, Lindsay	Administrative Assistant III \$15.12/Hr	Administrative Assistant III \$15.88/Hr	NCS	Non-Ex	August 4, 2016
<u>PARKS SERVICES</u>					
Aspery Whitney M	Recreation Leader \$11.00/Hr	Recreation Leader \$8.50/Hr	NCS	Non-Ex	July 13, 2016
Blakemore Kaitlin A	Recreation Leader \$11.00/Hr	Recreation Leader \$8.50/Hr	NCS	Non-Ex	July 13, 2016
Kaylor Zoey	Lifeguard \$8.25/Hr	Head Lifeguard \$8.50/Hr	NCS	Non-Ex	July 13, 2016
Kinne, Kaitlyn E	Recreation Leader \$11.00/Hr	Recreation Leader \$8.50/Hr	NCS	Non-Ex	July 13, 2016
Thompson, Molly C	Recreation Leader \$11.00/Hr	Recreation Leader \$8.50/Hr	NCS	Non-Ex	July 13, 2016
<u>FIRE - SUPPRESSION</u>					
Garrett Brandy L	Firefighter \$12.56/Hr	Firefighter \$13.55/Hr	NCS	Non-Ex	July 26, 2016
Smith, Joseph E	Firefighter \$12.56/Hr	Firefighter \$13.55/Hr	NCS	Non-Ex	July 26, 2016
Crane Tyler J	Firefighter \$12.56/Hr	Firefighter \$13.55/Hr	NCS	Non-Ex	July 26, 2016
Dawes, Darrick R	Firefighter \$12.56/Hr	Firefighter \$13.55/Hr	NCS	Non-Ex	July 26, 2016
McManus, Adam	Firefighter \$12.56/Hr	Firefighter \$13.55/Hr	NCS	Non-Ex	July 26, 2016
<u>E911</u>					
Taylor, Serena	Telecommunicator \$20.19/Hr	Shift Supervisor \$21.19/Hr	NCS	Non-Ex	July 21, 2016

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Edmonds, Brodrick K	Parks Maintenance - Laborer	Termination	July 13, 2016
Hack, Katelyn	Lifeguard	Resignation	July 15, 2016
Lott, Tamera L	Pool Attendant	Termination	July 18, 2016
Downs, Lauren B	Pool Attendant	Resignation	July 15, 2016
Ivery, Donald R	Parks Maintenance - Laborer	Seasonal Assignment Ended	June 1, 2016
Ivery, Oreese	Parks Maintenance - Laborer	Seasonal Assignment Ended	June 1, 2016

TERMINATIONS - FULL-TIME (F/T)

<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
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CITY OF PADUCAH
PERSONNEL ACTIONS
July 27, 2016

POLICE

Tolliver, John R	Police Detective	Retirement	August 1, 2016
Naquin, Kerry M	Recruit Officer	Resignation	July 9, 2016
Kimbler, Wes	Police Captain	Retirement	August 1, 2016
Burrow, Ryan K	Police Patrol	Resignation	July 15, 2016

NEW HIRES - PART-TIME (PT)/TEMPORARY/SEASONAL

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>PARKS SERVICES</u>					
Skinner, Keith L	Parks Maintenance Laborer	\$9.00/Hr	NCS	Non-Ex	August 4, 2016

NEW HIRE - FULL-TIME (F/T)

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>POLICE</u>					
Murphy, Jordan T	Police Officer Recruit	\$23.76/Hr*	NCS	Non-Ex	August 4, 2016
		*Hiring @ five year rate - previous sworn service			

GENERAL GOVERNMENT

Smolen, Michelle L	Assistant to the City Manager	*Adjusted Effective Date	July 20, 2016*
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Agenda Action Form

Paducah City Commission

Meeting Date: July 27, 2016

**Short Title: Approval of 911 Communications Agreement with
McCracken County**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson

Presentation By: Jeff Pederson

Background Information:

A temporary 911 Communications Agreement between the City of Paducah and McCracken County will expire on July 31, 2016. Negotiations have been completed for an agreement whereby the City of Paducah will provide 911 communications services to McCracken County for a period of eighteen (18) months for a fee of \$481,826 for the 12-month period beginning August 1, 2016.

Service will be provided by the newly-formed Emergency Communications Department of the City of Paducah. The City of Paducah will be the reorganized Public Safety Answering Point for the emergency communications activity in Paducah and McCracken County.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Staff Recommendation:

Approve the Agreement to provide Emergency Communication Services to McCracken County for a period of eighteen (18) months.

Attachments: Agreement and Ordinance

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-8-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AN AGREEMENT WITH McCracken County Fiscal Court
FOR DISPATCH SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE
SAID AGREEMENT

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

SECTION 1. Recitals and Authorization. The City of Paducah hereby approves a Communications Service Agreement with McCracken County Fiscal Court for 911 Dispatch Services which will begin on August 1, 2016. Further, the Mayor of the City is hereby authorized to execute the Agreement.

SECTION 2. Term. The initial term of the Agreement shall be for a period of eighteen (18) months. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional eighteen (18) months unless either the City or McCracken County terminates the Agreement as specified in Paragraph 4 of the Agreement or otherwise places the other Party on notice of its intent to renegotiate the terms of this Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.

SECTION 3. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 5. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 6. Emergency. Pursuant to KRS 83A.060, the City Commission suspends the requirement of a second reading and publication of this Ordinance. As grounds therefore, the City Commission does hereby declare an emergency to exist due to the July 31, 2016, expiration date of the current agreement.

SECTION 7. This Ordinance shall become effective upon the first reading of this Ordinance.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, July 27, 2016

Adopted by the Board of Commissioners, August _____, 2016

Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016

Published by *The Paducah Sun*, _____

ord\911\agree-dispatch services – McCracken County

**CITY OF PADUCAH 911
COMMUNICATIONS SERVICE AGREEMENT**

This Communications Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Paducah, Kentucky, a municipal corporation, (hereinafter "Paducah") and McCracken County Fiscal Court (hereinafter "McCracken County" or "Parties" where Paducah and McCracken County are referred to collectively) pursuant to KRS 79.110 et. seq.

RECITALS

WHEREAS, Paducah's 911 Communications Department (hereinafter "Department") is in the process of becoming a certified Public Safety Answering Point (hereinafter "PSAP") and is set to begin operations on July 1, 2016, at which time it will provide 911 communications services to its citizens and visitors;

WHEREAS, in doing so, Paducah will provide 911 communications services to citizens and visitors of other governmental agencies for a fee;

WHEREAS, McCracken County wishes Paducah to provide 911 communications services to its citizens and visitors for a fee.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF COMMUNICATIONS SERVICES.** Paducah has been certified as a PSAP in Paducah, McCracken County. Operations of the Paducah 911 Communications Department will begin and/or has begun on July 1, 2016. The Department shall perform communications services in accordance with the terms and conditions contained within the current Policies and Procedures Manual.
2. **PRIORITY OF COMMUNICATIONS SERVICES.** Priority of communications services shall be allocated equally among all Users and according to the Department's Policies and Procedures Manual.
3. **TERM.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term of this Agreement shall be for a period of eighteen (18) months. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional eighteen (18) months unless either Party terminates this Agreement as specified in Paragraph 4 herein or otherwise places the other Party on notice of its intent to renegotiate the terms of said Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.
4. **TERMINATION.** This Agreement may be terminated with or without cause upon six (6) months' written notice to the other Party. Either Party may notify the other Party of its intent to not renew this Agreement at the end of the then applicable term by providing written notice to the other Party of its intent to not renew this Agreement no less than sixty (60) days prior to the expiration of the then applicable term.

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

5. **COMMUNICATIONS SERVICE FEE.** McCracken County shall pay a fee for communications services provided by Paducah. The projected amount McCracken County will pay is \$481,826.00 per fiscal year to be made in twelve (12) equal installments in the projected amount of \$40,152.17, due on the first day of each month. The amount included in this provision was calculated using projected expenses and revenues. If it is determined that the amount paid by McCracken County was less than that actually owed, Paducah will send an invoice to McCracken County following the end of the applicable Fiscal Year for the difference. If it is determined that the amount paid by McCracken County was more than that actually owed, Paducah will issue a refund and/or credit to McCracken County following the end of the applicable Fiscal Year.
6. **PAYMENT.** Paducah shall send monthly invoices to McCracken County for the Communications Service Fee. McCracken County shall pay the monthly invoices within thirty (30) days of the date of the invoice. After sixty (60) days of non-payment, this Agreement shall be subject to Termination by the City as more particularly described in Paragraph 4.
7. **INFRASTRUCTURE REPLACEMENT.** Paducah will purchase the infrastructure upgrade for all systems and pay all implementation costs related to the infrastructure upgrade to enable the Paducah staff to provide efficient and expedient communications services to all Users/Parties. Prior to said replacement, Paducah will continue to use the existing infrastructure owned and maintained by Paducah-McCracken County 911. Upon disposal of the current, jointly-owned infrastructure equipment, all revenue received, if any, as a result of said disposal, will be disbursed in accordance with the current Interlocal Cooperation Agreement set to expire on June 30, 2016. McCracken County will be responsible for ensuring that its field software and hardware devices are compatible with Paducah's software and hardware.
8. **DEPARTMENT/PADUCAH STAFF.** The staff of the Department will be employees of Paducah, subject to Paducah's and the Department's policies and procedures, and will be supervised by the 911 Communications Services Director, who will report directly to the City Manager. If deemed necessary, Paducah will hire additional staff to ensure all calls for service generated as a result of this Agreement are handled efficiently and expediently. New hires will be employees of Paducah and subject to Paducah's and the Department's Policies and Procedures. Any issues concerning a Paducah employee shall be addressed with the Director and/or City Manager.
9. **LIAISONS OF THE PARTIES.** The City Manager and the 911 Communications Services Director are the authorized representatives for purposes of administration of this Agreement on behalf of Paducah. The Judge Executive will serve as McCracken County's liaison.
10. **911 COMMUNICATIONS SERVICES USER GROUP.**
 - (a) A 911 Communications Services User Group (hereinafter "User Group") will be created which consists of Paducah's Chief of Police, Paducah's Fire Chief, the 911 Communications Services Director, McCracken County's Sheriff, and McCracken County's Emergency Management Services Director, or their respective designees. The User Group shall meet quarterly or more often as necessary. The User Group members shall meet to discuss strategic issues and matters of mutual interest and concern and shall report to the City Manager those recommendations which the User Group deems of significant import. The Parties expressly acknowledge and agree that Paducah is not required to implement said recommendations and that a failure to do

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

so will not be a material breach of this Agreement. McCracken County hereby agrees and acknowledges that additional members may be added to the User Group at the discretion of Paducah.

(b) Prior to implementing a change in policy which will directly impact McCracken County, Paducah agrees to notify McCracken County of the proposed change at least fourteen (14) days before implementation. Before the expiration of the fourteen (14) day notice, McCracken County may request a Special Called Meeting of the User Group to discuss the proposed change in policy. If a majority of the members of the User Group object to the proposed change in policy, the User Group shall notify the City Manager of said objection in writing, and the reasons therefor. The City Manager will give due consideration to the objections of the User Group in determining whether the change is necessary and/or whether an alternative change would be more appropriate.

11. **ADDITIONAL AGENCIES.** All Parties acknowledge and agree that Paducah may provide communications services to other agencies without the consent of McCracken County.

12. **NONDISCRIMINATION.** The Parties shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. The Parties shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, or age.

13. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable legal requirements including all federal, state, and local laws, ordinances and resolutions, whether or not said laws are expressly stated in this Agreement.

14. **INSURANCE.** Paducah and McCracken County shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than \$3,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Paducah shall be named as an additional insured and the policy shall contain cross liability endorsements. An endorsement shall be provided which states that McCracken County's insurance is the primary insurance and that no other insurance affected by Paducah will be called upon to contribute to a loss under this coverage. McCracken County shall furnish Paducah with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Paducah.

15. **CONFIDENTIAL INFORMATION.**

(a) The term "Confidential Information" shall mean any and all information which is disclosed by either Party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation to confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

- (b) The Parties acknowledge that governmental agencies are required to release certain information pursuant to requests made under the provisions of the Kentucky Open Records Act and/or the Freedom of Information Act and further acknowledge and agree that a response in compliance therewith is not a breach of this Agreement.
- (c) Each Recipient shall protect all Confidential Information received pursuant to or as a result of this Agreement with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, with which Recipient utilizes for its own Confidential Information.
- (d) The terms of this Paragraph shall survive termination of this Agreement.

16. INDEMNIFICATION. Each party shall indemnify, hold harmless, and defend the other party (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, expenses, and attorney's fees) resulting or arising from that party's performance, or failure to perform, under this Agreement. Notwithstanding this provision, each party shall be responsible for the negligent acts and/or willful misconduct of their authorized agents. Nothing contained herein shall operate to modify Kentucky statutory or common law as it relates to each Party's respective liability for their own acts and/or actions of their agents.

17. FORCE MAJEURE. If by reason of *force majeure* Paducah is unable in whole or in part to perform the services under this Agreement, Paducah shall not be considered in breach during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Paducah.

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

18. RELATIONSHIP OF THE PARTIES. It is expressly understood that no agency, employee, partnership, joint venture or other relations is established by this Agreement. Nothing contained in this Agreement is intended to, nor shall it be construed in any way, to be a joint powers agreement of any kind.

19. CONTINUOUS SERVICE DELIVERY. The Parties agree that there is a public health and safety obligation to ensure uninterrupted and continuous service delivery to Paducah and McCracken County citizens and visitors. In the event of a material breach, Paducah will continue to provide services under this Agreement during any dispute resolution process and McCracken County will continue to make payment of any fees owed during said process. Additionally, in the event the Agreement is terminated for any reason, the Parties agree to cooperate in transitioning McCracken County to a new service provider for a reasonable period of time. McCracken County will continue to be responsible for its fees, as set forth herein, during said transition period.

20. NO EXPRESS OR IMPLIED WARRANTY. Paducah provides the hardware, software, and ancillary systems without any warranty or condition, expressed or implied. Paducah specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. McCracken County acknowledges that the systems may not operate continuously without interruption. Paducah makes no representations, warranties, or guarantees regarding uptime for the systems. Paducah agrees to pursue remedies through the vendor for the systems to all software problems arising from software provided by the vendor. Remedies for problems arising that are caused by circumstances outside of the vendor's control (network connection issues, user errors, hardware failures, etc.) shall be pursued by Paducah until a resolution is achieved. Paducah shall not be liable to McCracken County for a hardware, software, or ancillary system failure for any direct, indirect, special, incidental, punitive, or consequential damages and losses incurred as a result thereof.

21. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of Paducah

To: McCracken County Fiscal Court

Attn: Mayor Gayle Kaler

Attn: Judge Bob Leeper

City Hall
300 South 5th Street
Paducah, Ky 42003

22. HEADINGS. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

CITY OF PADUCAH – COMMUNICATIONS SERVICES AGREEMENT

23. **SEVERABILITY.** If any provision of this Agreement (including any phrase, section, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that provision, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.
24. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement shall be governed in accordance with the laws of the Commonwealth of Kentucky. Should any dispute arise between the Parties, the Parties shall submit the dispute for administered mediation. The situs of the mediation shall be in Paducah, Kentucky, and shall be mediated by an experienced local mediator selected by the Parties and paid for jointly and equally by the Parties. In the event the Parties are unable to resolve the dispute through mediation, any unresolved dispute shall be brought exclusively in a state court located in McCracken County, Kentucky. By execution of the Agreement, each of the Parties consent to the exclusive jurisdiction of such courts, and waive their right to challenge jurisdiction or venue in such courts. Each Party also waives their right to trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and expenses of the dispute from the other party, including its reasonable attorney fees. By entering into this Agreement, McCracken County explicitly waives any argument it may have that it is protected by sovereign immunity as it relates to actions by Paducah to enforce this Agreement and/or seek damages for a breach of contract.
25. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Parties' duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. Consent by a Party to one assignment shall not be deemed to be consent to any subsequent assignment.
26. **SUCCESSORS.** This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.
27. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
28. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. Each Party shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any prior conduct or custom. The failure of a Party to enforce its rights under this Agreement shall not be construed as having created a custom which is contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived such provisions. All rights and remedies of the Parties shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.
29. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. This Agreement may not be

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2016

Short Title: Ridgewood Villas Final Subdivision and Villa Ridge Drive ROW acceptance

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:

On July 18, 2016; the Paducah Planning Commission approved a Final Subdivision Plat for Phase I of the Ridgewood Villas subdivision. The intent of this plat is to establish a property line to divide Phase I from Phase II, establish easements, establish setback lines, accept the Villa Ridge Right-of-Way and establish a condominium regime for the quad-plexes & duplexes.

The City of Paducah Engineering Department has received and approved an irrevocable letter of credit in the amount of \$250,000.00

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

Finance

Motion:

Attachments:

Planning Commission Resolution
Irrevocable Letter of Credit
Ridgewood Villas Final Subdivision Plat

 Department Head	City Clerk	City Manager
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ORDINANCE NO. 2016-8-_____

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR RIDGEWOOD VILLAS CONDOMINIUMS – PHASE 1; ACCEPTING THE DEDICATION OF RIGHT OF WAY OF VILLA RIDGE DRIVE; ACCEPTING PUBLIC UTILITY EASEMENTS; AND AUTHORIZING THE MAYOR TO SUBSCRIBE A CERTIFICATE OF APPROVAL ON THE PLAT

WHEREAS, the Paducah Planning Commission held a public hearing on March 2, 2015, and adopted a preliminary subdivision plan for Ridgewood Villas – Phase 1 located at Lakewood Drive and Bleich Road; and

WHEREAS, by Resolution dated July 18, 2016, the Paducah Planning Commission recommends to the Board of Commissioners the adoption of an ordinance approving the final plat of subdivision of property of Higdon Development, Inc., and accepting the dedication of right of way of Villa Ridge Drive; and

WHEREAS, the City Engineer has recommended an Irrevocable Standby Letter of Credit in the amount of \$250,000.00, for completion of public roadways, storm drainage systems, and other designated public improvements. in accordance with the proposed subdivision plan and the City's specifications.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That a resolution adopted by the Paducah Planning Commission on July 18, 2016, entitled, "A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 453 & 455 BLEICH ROAD AND 2321, 2323, 2401, 2403, 2411, 2413, 2421, & 2423 LAKEWOOD DRIVE AND 252, 254, 301, 303, 305 & 307 RIDGEWOOD STREET AND 405-408, 416-419, 426, 428, 431-434, & 445-448 VILLA RIDGE DRIVE". be approved as the final report of said Commission respecting the matters set forth therein.

SECTION 2. That the subdivision of said property shall be, and it is hereby, approved as shown on the plat referred to in said subdivision, which plat is entitled, "Ridgewood

Villas Condominiums – Phase 1”, and said property is hereby declared to be subdivided as shown on said plat.

SECTION 3. That the City hereby accepts an Irrevocable Standby Letter of Credit # 7983 in the amount of \$250,000.00, for completion of public roadways, storm drainage systems, and other designated public improvements in accordance with the proposed subdivision plan and the City’s specifications.

SECTION 4. That the dedication of the public right-of-way and public utility easements shown on said plat shall be, and they are hereby, accepted and shall be maintained by the City of Paducah, but such acceptance shall not constitute an undertaking on the part of this Board or the City of Paducah, Kentucky, for the construction or improvements of said right-of-way. The Mayor is hereby authorized to subscribe a certificate of approval on the plat.

SECTION 5. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 6. This ordinance shall have two separate readings 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, July 27, 2016
Adopted by the Board of Commissioners, August _____, 2016
Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016
Published by The Paducah Sun, _____
\\ord\plan\subd-Ridgewood Villas – Phase 1

July 21, 2016

RECEIVED

IRREVOCABLE LETTER OF CREDIT NO. 7983

JUL 21 2016

City of Paducah
Engineering Department
City Hall
Paducah KY 42001

ENGINEERING
DEPARTMENT

Dear Sir or Madam:

We hereby establish our Irrevocable Letter of Credit No. 7983 in your favor for the account of **Higdon Development, Inc.**, dated July 21, 2016, available by your drafts(s) on us at sight, up to the aggregate amount of **Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00)**.

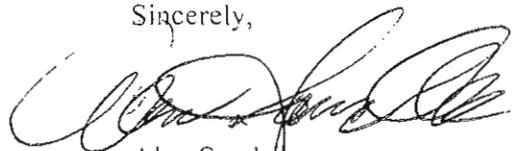
Drafts are not to be presented for collection unless construction of the streets, roads, curbs, gutters and right-of-way in the development known as Ridgewood Villas does not meet the minimum standards required by the City of Paducah Engineering Department. Each draft so drawn under this credit must be marked, "Drawn under The Paducah Bank and Trust Company, 555 Jefferson Street, Paducah, Kentucky, Credit No. 7983, dated July 21, 2016," and be accompanied by a signed statement from an authorized representative of the City of Paducah Engineering Department that Higdon Development, Inc. is in default of the road and infrastructure bond agreement with the City of Paducah Engineering Department and the amount drawn represents the balance required to properly construct the streets, roads, curbs, gutters and right of way in the development known as Ridgewood Villas.

This credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by an agreement in which this credit is referred to or to which this credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

This Letter of Credit is subject, so far as applicable, to "The Uniform Customs and Practice for Documentary Credits, 1993 Revision, The International Chamber of Commerce Publication No. 500."

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our main office, The Paducah Bank and Trust Company, 555 Jefferson Street, Paducah, Kentucky. This Letter of Credit expires July 21, 2017.

Sincerely,



Alan Sandeks
Senior Vice President

Agenda Action Form Paducah City Commission

Meeting Date: July 26, 2016

Short Title: Purchase of One (1) 2016 Wheeled Loader to be used by the Solid Waste Department

Ordinance Emergency Municipal Order Resolution Motion

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

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

Background Information:

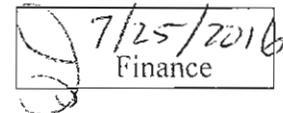
In accordance with the adopted Fleet Plan Budget, a new Wheeled Loader was authorized to be purchased for use in the EPW Solid Waste Division. The authorized Kentucky State Contract vendor for a John Deere 544K Wheeled Loader is ERB Equipment Co., Inc., located in Paducah, KY, who quoted a price of \$155,492.00 for this wheeled loader.

The Kentucky Master Agreement number is MA #758 1300000671.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Rolling Stock/Vehicles - Heavy

Account Number: 050-2211-531-4007

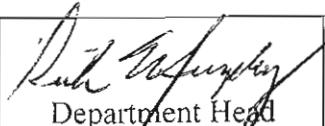
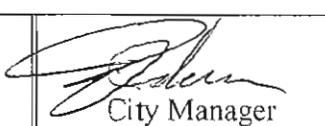


Staff Recommendation:

To authorize the purchase of a new John Deere 544K Wheeled Loader for use by the EPW Solid Waste Division from ERB Equipment Co., Inc., for a quoted price of \$155,492.00.

Attachments:

Quote and Ky Master Agreement Information

 Department Head	City Clerk	 City Manager
--------------------------------------------------------------------------------------------------------	------------	------------------------------------------------------------------------------------------------------

ORDINANCE NO. 2016-8-_____

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2016 JOHN DEERE 544K WHEELED LOADER FOR USE BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/SOLID WASTE DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, this equipment is available under State Contract No. MA #7581300000671, and competitive bidding is not required.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to pay the total sum of \$155,492.00 to ERB Equipment Co., Inc., for the purchase of one (1) 2016 John Deere 544K Wheeled Loader for use by the Engineering-Public Works Department/Solid Waste Division, in compliance with Kentucky State Purchasing Contract.

SECTION 2. The Mayor is hereby authorized to execute a contract with ERB Equipment Co., Inc., for the purchase of one (1) 2016 John Deere 544K Wheeled Loader, authorized in Section 1 above.

SECTION 3. This expenditure shall be charged to Rolling Stock/Vehicles-Heavy, account number 050-2211-531-4007.

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, July 27, 2016
Adopted by the Board of Commissioners, August _____, 2016
Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016
Published by The Paducah Sun, _____
Engineering-Public Works' wheeled loader 2016 state contract



July 8, 2016

Mr. Randy Crouch
City Of Paducah

Dear Randy:

We are pleased to quote the following for your consideration:

(1) John Deere 544K Loader, new 2016 model, Factory Order.

The following factory and dealer options are included:

- * John Deere PowerTech PVS 6.8L meets EPA FT4 and EU Stage IV Emissions
- * Reversing Fan Drive,
- * Air Intake System with Centrifugal Precleaner Engine,
- * 24 Volt to 12 Volt - 30 Amp Converter
- * 5-Speed Transmission with Lock-up Torque Converter,
- * Front Hydraulically Locking Differential and Rear Conventional Differential Axles
- * Bridgestone VMT,
- * Full Front and Rear Fenders
- * POWERLLEL ordered w/ Front Attachments,
- * 3 Function -- Joystick with FNR and 3rd Function Auxiliary Control Lever,
- * ROPS Quiet Cab with Air Conditioning,
- * Cab with Air A/C Charge,
- * Standard Fabric, Back Rest Extension, Air Suspension Seat,
- * Greased Steering Cylinder Joints,
- * Ride Control,
- * Halogen Work and Drive Lights,
- * Rear Cast Bumper/Counterweight with Rear Hitch and Locking Pin,
- * JDLink Ultimate Cellular for the Americas, excluding Costa Rica- 5 Years,
- * Powerllec Hydraulic Attachment Coupler,
- * Environmental Drains and Sampling Ports,
- * Axle Coolers and Filtration System,
- * AM/FM/Weather Band (WB) Radio with Remote AUX Port,
- * Single Beacon Bracket,
- * 5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher,
- * Transmission Side Frame Guards,
- * Bottom Guards,
- * 2.5 yd General Purpose JRB Bucket w/ BOCE
- * 5.5 yd Light Material JRB Bucket

* Warranty: Full Factory Warranty Good 12 Months From Purchase Order Date. Extended Powertrain & Hydraulic Warranty Good An Additional 48 Months or 5,000 Hours.

Cash Sale Price: \$155,492

- * Delivery To Take Place Approximately 90 Days From Purchase Order Date.
- * Delivery Freight Included In Sales Price.

We believe the equipment as quoted will exceed your expectations. On behalf of ERB Equipment Co., Inc., thank you for the opportunity to quote John Deere machinery.

Sincerely,

Jacob Wolf
Sales Representative

'This proposal is good for 30 days'



Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: JOHN DEERE, KYTC ROADWAY CONSTRUCTION EQUIPMENT	
Doc ID No: MA 758 1300000671 9	Proc Folder: 2713547
Procurement Type: Standard Goods	Record Date:
Effective Date: 01/13/2013	Expiration Date: 01/12/2017
Issued By: GARRETT DUFF	Cited Authority: FAP111-35-00-G
Telephone:	

Reason For Modification: Renew contract for one year with all parties in agreement in accordance with the terms and conditions.

V E N D O R	HOLT EQUIPMENT CO LLC
	Nortrax
	13090 AIKEN RD
	LOUISVILLE KY 40223
	US

V E N D O R	CROUSHORN EQUIPMENT CO
	P. O. BOX 796
	HARLAN KY 40831
	US

V E N D O R	ERB EQUIPMENT COMPANY
	6115 HWY 45
	PADUCAH KY 42001
	US

V E N D O R	ERB EQUIPMENT COMPANY
	315 WORTHINGTON RD
	OWENSBORO KY 42303
	US

V E N D O R	LESLIE EQUIPMENT COMPANY
	P.O. BOX 3540
	PIKEVILLE KY 41502
	US

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE ONE (1)
WHEELED LOADER

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

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One John Deere 544K Wheeled Loader** to be used by the Engineering-Public Works Department, Solid Waste Collection System in full compliance with the Bid Proposal Dated **July 8, 2016** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **90** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **One Hundred Fifty-Five Thousand Four Hundred Ninety-Two Dollars (\$155,492.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Ordinance # _____.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Gayle Kaiser, Mayor

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

Agenda Action Form Paducah City Commission

Meeting Date: July 26, 2016

Short Title: Purchase of One (1) 2016 Backhoe Loader to be used by the Street Department

Ordinance Emergency Municipal Order Resolution Motion

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

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

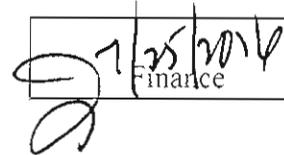
Background Information:

In accordance with the adopted Fleet Plan Budget, a new Backhoe Loader^{*} was authorized to be purchased for use in the EPW Street Division. The authorized Kentucky State Contract vendor for a Case 590SN Backhoe Loader is McKeel Equipment Co., Inc., located in Paducah, KY, who quoted a price of \$112,988.60 for this backhoe loader.

The Kentucky Master Agreement number is MA #7581300000673.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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


Finance

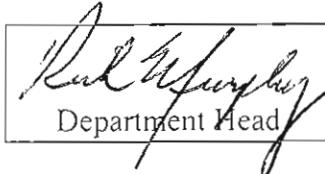
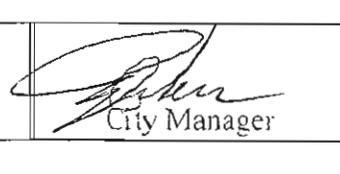
Account Number: 071-0210-542-4005

Staff Recommendation:

To authorize the purchase of a new Case 590SN Backhoe Loader for use by the EPW Street Division from McKeel Equipment Co., Inc., for a quoted price of \$112,988.60.

Attachments:

Quote and Ky Master Agreement Information

 Department Head	City Clerk	 City Manager
--------------------------------------------------------------------------------------------------------	------------	------------------------------------------------------------------------------------------------------

* FY2017 called for Wheeled Excavator (\$227,500), but will not take place per R Crouch. Instead, this piece of equipment will be acquired.

ORDINANCE NO. 2016-8-_____

AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2016 CASE 590SN BACKHOE LOADER FOR USE BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, this equipment is available under State Contract No. MA #7581300000673, and competitive bidding is not required.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to pay the total sum of \$112,988.60 to McKeel Equipment Co., Inc., for the purchase of a 2016 Case 590SN Backhoe Loader for use by the Engineering-Public Works Department/ Street Division, in compliance with Kentucky State Purchasing Contract.

SECTION 2. The Mayor is hereby authorized to execute a contract with McKeel Equipment Co., Inc., for the purchase of a 2016 Case 590SN Backhoe Loader, authorized in Section 1 above.

SECTION 3. This expenditure shall be charged to Rolling Stock/Vehicles- Fleet Lease Trust Fund, account number 071-0210-542-4005.

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

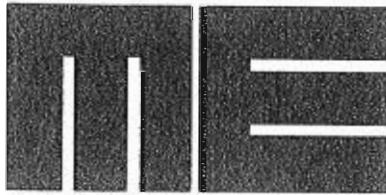
Introduced by the Board of Commissioners, July 27, 2016

Adopted by the Board of Commissioners, August _____, 2016

Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016

Published by The Paducah Sun, _____

\\ord\pworks\backhoe loader 2016 state contract



McKeel Equipment Co., Inc.

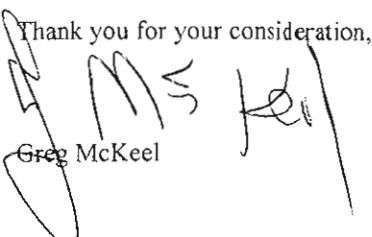
7/6/16

To: City of Paducah
Attn: Randy Crouch
Subject: KY State Contract quote on Backhoe Loader

McKeel Equipment Co., Inc quotes one new Case 590SN Backhoe Loader priced in accordance with the Commonwealth of Kentucky master agreement (MA7581300000673) OP4-5211-008 Base Authorization valid to 1/12/17.

	Manufactures List Price	Contract Price Less 42%
1. 590SN	\$149,137.00	\$86,499.46
2. Shuttle Transmission	- \$ 1,981.00	- \$ 1,148.98
3. Front Wheels 14x17.5 - 10PLY	NC	
4. 21LX24 Rear Wheels	NC	
5. Extendahoe	\$ 7,473.00	\$ 4,334.34
6. Aux. Backhoe Hydraulics	\$ 5,750.00	\$ 3,335.00
7. Backhoe Bucket 24"	\$ 1,841.00	\$ 1,067.78
8. Flip Over Stab. Pads	\$ 942.00	\$ 546.36
9. 93" 4-in -1 Bucket	\$ 7,483.00	\$ 4,340.14
10. Cab - Heart & Air	\$ 11,032.00	\$ 6,398.56
11. Radio	\$ 268.00	\$ 155.44
12. Air Suspension Seat	\$ 487.00	\$ 282.46
13. Drive Shaft Guard	NC	
14. Block Heater	\$ 202.00	\$ 117.16
15. Engine ECO Mode	\$ 350.00	\$ 203.00
16. Engine Auto Shut Down	\$ 100.00	\$ 58.00
17. Lock DEF Cover	\$ 152.00	\$ 88.16
18. Ride Control	\$ 1,566.00	\$ 908.28
19. Rotating Beacon	\$ 273.00	\$ 158.34
20. Tool Box	\$ 198.00	\$ 114.84
21. Dual Batteries	\$ 797.00	\$ 462.26
22. Hydraulic Thumb	\$ 7,100.00	\$ 4,118.00
	<u>\$193,170.00</u>	<u>\$112,038.60</u>
Freight	\$ 650.00	\$ 650.00
Set-Up	\$ 300.00	\$ 300.00
	\$ 194,120.00	\$ 112,988.60

*Warranty - 12 Months Total Machine
24 Month Power Train Warranty
Deliver September 2016

Thank you for your consideration,

Greg McKeel

1939 N. 8th Street • Paducah, KY 42001 • Phone (270) 444-0110 • Fax (270) 444-9780
www.mckeequipment.com



CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE ONE BACKHOE LOADER

THIS AGREEMENT, made this _____ day of _____ **2016** by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **McKeel Equipment Co. Inc.**, hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One Case 590 SN Backhoe Loader** to be used by the Engineering-Public Works Department, Street Division in full compliance with the Bid Proposal Dated **July 6, 2016** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **61** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **One Hundred Twelve Thousand Nine Hundred Eighty-Eight Dollars and Sixty Cents (\$112,988.60)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Ordinance # _____.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Gayle Kaler, Mayor

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

Miscellaneous Account Information 12:03:31

Account : 2017 71-0210-542-40.05

Description : Rolling Stock / Vehicles

Type Information, press Enter.



Seq #	Code	Freeform information	Amount
1.00	1	EPW -	0
2.00	1	WHEELED EXCAVATOR 2016 Back hoe loader	227,500 112,988.60
3.00	1	SKIDSTEER	56,500
4.00	1	BUCKET TRUCK	130,000
5.00	1	(3) SNOW PLOWS & MOUNTS	35,000
6.00	1	(2) STAINLESS SALT SPREADER	24,000
7.00	1	WHEELED EXCAVATOR (FROM FY16 PLAN)	299,650
8.00	1	PARKS -	0
9.00	1	RTV 4 SEATER	16,000
10.00	1	RTV 2 SEATER	14,500
11.00	1	POLICE -	0
12.00	1	(10) POLICE PURSUIT SUV'S	365,600

F3=Exit F8=Print F12=Cancel

FY 2017
Fleet Acquisition
Budget

Agenda Action Form Paducah City Commission

Meeting Date: July 26, 2016

Short Title: Purchase of One (1) 10 Cubic Yard Tom Cat Satellite Side Loader mounted on a 2017 Ford F550 Chassis to be used by the Solid Waste Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.
Kathy Wyatt, EPW Admin Asst. III
Dena Alexander, EPW Admin Asst. III
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

In accordance with the adopted Fleet Plan Budget, a new 10 Cubic Yard Tom Cat Satellite Side Loader mounted on a 2017 Ford F550 Chassis was authorized to be purchased for use in the EPW Solid Waste Division. The authorized Kentucky State Contract vendor for a 10 Cubic Yard Tom Cat Satellite Side Loader mounted on a 2017 Ford F550 Chassis is Municipal Equipment, Inc., located in Louisville, KY who quoted a price of \$100,014.71 for this side loader.

The Kentucky Master Agreement number is MA #758 1600000557-1 and #758 1100000911-19.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Rolling Stock/Vehicles-Heavy

7/25/2016 Finance

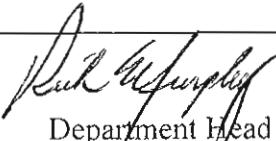
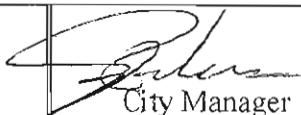
Account Number: 050-2209-531-4007

Staff Recommendation:

To authorize the purchase of a new 10 Cubic Yard Tom Cat Satellite Side Loader mounted on a 2017 Ford F550 Chassis for use by the EPW Solid Waste Division from Municipal Equipment, Inc., for a quoted price of \$100,014.71.

Attachments:

Quote and Ky Master Agreement Information

 Department Head	City Clerk	 City Manager
--------------------------------------------------------------------------------------------------------	------------	------------------------------------------------------------------------------------------------------

ORDINANCE NO. 2016-8-_____

AN ORDINANCE AUTHORIZING THE PURCHASE OF A 10 CUBIC YARD TOM CAT SATELLITE SIDE LOADER MOUNTED ON A 2017 FORD F550 CHASSIS FOR USE BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/SOLID WASTE DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, this equipment is available under State Contract No. MA 758 1600000557-1 and #758 1100000911-19, and competitive bidding is not required.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Finance Director is authorized to pay the total sum of \$100,014.71 to Municipal Equipment, Inc., for the purchase of a 10 Cubic Yard Tom Cat Satellite Side Loader mounted on a 2017 Ford F550 Chassis for use by the Engineering-Public Works Department/ Solid Waste Division, in compliance with Kentucky State Purchasing Contract.

SECTION 2. The Mayor is hereby authorized to execute a contract with Municipal Equipment, Inc., for the purchase of a 10 Cubic Yard Tom Cat Satellite Side Loader mounted on a 2017 Ford F550 Chassis, authorized in Section 1 above.

SECTION 3. This expenditure shall be charged to Rolling Stock/Vehicles-Heavy, account number 050-2209-531-4007.

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

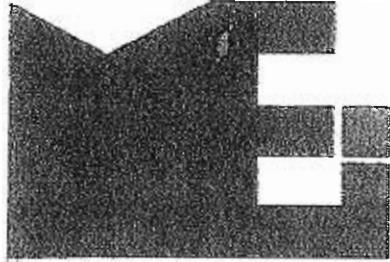
Introduced by the Board of Commissioners, July 27, 2016

Adopted by the Board of Commissioners, August _____, 2016

Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016

Published by The Paducah Sun, _____

ord\pworks\side loader 2016 state contract



Municipal Equipment, Inc.
 6305 Old Shepherdsville Road
 Louisville, KY 40228
 (502) 962-9527
 FAX: (502) 962-6499

QUOTE

Number: 7-7-16-5

Date: 7-7-16

Page: 1

To:
 Jim Scutt
 City of Paducah
 Public Works Department
 PO Box 2267
 Paducah, KY 42002

Ship To:

Delivery	Sales Rep	FOB	Ship Via	Terms	Sales Tax	Excise Tax
150-180 Days	Jimmy Hoben	Paducah, KY	Best Way	Net 15 days	INCLUDED: NOT INCLUDED: x	INCLUDED: NOT INCLUDED: x

QTY	The following Equipment can be purchased without bid from Kentucky State Price Contract MA-758-1600000557-1:	Unit Price	Total Price
1	10 cubic yard Tom Cat Satellite Side Loader Hot shift PTO w/EOS Factory installation Rotary cart tipper street side Rotary cart tipper curb side Dual halogen work lights Dual rear LED strobes Reverse activated flood lights 14" upper doors--both sides 7" LCD color backup camera Performance White Paint 6 month standard warranty	\$39,040.30 \$2,679.30 \$3,424.20 \$7,144.80 \$7,144.80 \$297.70 \$595.40 \$297.70 \$595.40 \$1,296.10 \$1,786.20 STD \$64,301.90	
	10% additional State Discount	\$6,430.19	
	Delivery of completed unit from factory to dealer Dealer PDI and delivery to Paducah, KY	\$996.00 \$760.00	
		\$59,627.71	\$59,627.71
1	2017 Ford F550 per attached description using State Price Contract 758-1100000911-19	\$40,387.00	\$40,387.00
	Total		\$100,014.71

MUNICIPAL EQUIPMENT, INC.

ACCEPTED BY _____ DATE _____

SUBTOTAL	
TAX	
FREIGHT	
MISCELLANEOUS	
BALANCE DUE	



1070 Versailles Roads
 Frankfort, Ky 40601
 (859) 351-1752
 rblackburn1212@msn.com

DATE July 7, 2016
 CUSTOMER ID

TO **MUNICIPAL EQUIPMENT INC.**
 6305 SHEPHERDSVILLE ROAD
 LOUISVILLE, KY 40228

SHIP TO

QUOTE

Att:

E-MAIL ADDRESS: mequip@iglou.com

SALESPERSON		Shipping Method	Shipping Terms	Delivery Date	Payment Terms
RON BLACKBURN	FLEET			TBD	NET 20

QUANTITY	DESCRIPTION	ITEM #	UNIT PRICE	LINE TOTAL
1.00	2017 F-550 4X2 REGULAR CAB, 108" CAB TO AXLE, 6.7L DIESEL, AUTO TRANS, AIR COND, 19,500 GVW, 4:88 LIMIT SLIP R/A, TRANS PTO PROVISION, 28 GAL MID-SHIP GAS TANK, HD ALT, MANUAL MIRRORS, AM-FM RADIO, FRT TOW HOOKS, 40/20/40 VINYL SEAT, VINYL FLOOR.			\$ 40,387.00
ANY QUESTIONS FEEL TO CONTACT ME AT 859-351-1752				
EXTERIOR COLOR : STANDARD COLOR				
QUOTE GOOD FOR 45 DAYS				
LINE TOTALS				
				SUBTOTAL
				SALES TAX
				TOTAL \$ 40,387.00

FORD DOES NOT OFFER
 REMOTE ENGINE
 ACCELERATOR
 PROVISION. YOU WILL
 HAVE TO ADD AFTER
 MARKET UNIT.

YOUR SIGNATURE & PURCHASE ORDER CONFIRMS ORDER.
 NO CHANGES CAN BE MADE TO YOUR ORDER AFTER IT IS SUBMITTED TO THE PLANT.

Signature: _____
 Print Name: _____
 Title: _____
 Purchase Order #: _____ Date: _____

Make all checks payable to Crossroads Ford-Lincoln
THANK YOU FOR YOUR BUSINESS!

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

**AGREEMENT TO PURCHASE ONE (1)
SIDE ARM REFUSE TRUCK**

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

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One 10 Cubic Yard Tom Cat Satellite Side Loader /2017 Ford F550 Chassis** to be used by the Engineering-Public Works Department, Solid Waste Collection System in full compliance with the Bid Proposal Dated **July 7, 2016** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **180** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to **additions** and deductions provided therein: **One Hundred Thousand Fourteen Dollars and Seventy-One Cents (\$100,014.71)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Ordinance # _____.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Gayle Kaler, Mayor

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

Agenda Action Form Paducah City Commission

Meeting Date: July 26, 2016

Short Title: Purchase of One (1) 2016 Rubber Track Loader to be used by the Street Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.

Kathy Wyatt, EPW Admin Asst. III

Dena Alexander, EPW Admin Asst. III

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

Background Information:

In accordance with the adopted Fleet Plan Budget, a new Rubber Track Loader was authorized to be purchased for use in the EPW Street Division. The authorized Kentucky State Contract vendor for a Case TR310-T4 Rubber Track Loader is McKeel Equipment Co., Inc., located in Paducah, KY, who quoted a price of \$51,498.71 for this backhoe loader.

The Kentucky Master Agreement number is MA #7581300000673.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

7/25/2016
Finance

Account Number: 071-0210-542-4005

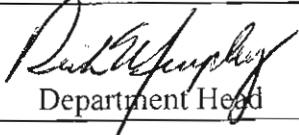
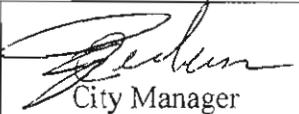
Staff Recommendation:

To authorize the purchase of a new Case TR310-T4 Rubber Track Loader for use by the EPW Street Division from McKeel Equipment Co., Inc., for a quoted price of \$51,498.71.

skidster

Attachments:

Quote and Ky Master Agreement Information

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-8-_____

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2016 CASE TR310-T4 RUBBER TRACK LOADER FOR USE BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, this equipment is available under State Contract No. MA #7581300000673, and competitive bidding is not required.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to pay the total sum of \$51,498.71 to McKeel Equipment Co., Inc., for the purchase of one (1) 2016 Case TR310-T4 Rubber Track Loader for use by the Engineering-Public Works Department/Street Division, in compliance with Kentucky State Purchasing Contract.

SECTION 2. The Mayor is hereby authorized to execute a contract with McKeel Equipment Co., Inc., for the purchase of one (1) 2016 Case TR310-T4 Rubber Track Loader, authorized in Section 1 above.

SECTION 3. This expenditure shall be charged to Rolling Stock/Vehicles- Fleet Lease Trust Fund, account number 071-0210-542-4005.

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

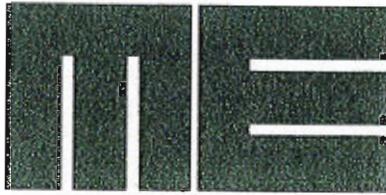
Introduced by the Board of Commissioners, July 27, 2016

Adopted by the Board of Commissioners, August _____, 2016

Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016

Published by The Paducah Sun, _____

ord:pworks\rubber track loader 2016 state contract



McKeel Equipment Co., Inc.

7/6/16

To: City of Paducah
Attn: Randy Crouch
Subject: KY State Contract Quote on Rubber Track Loader

McKeel Equipment Co., Inc quotes one new Case TR310-T4 priced Rubber Track Loader in accordance with the Commonwealth of Kentucky master agreement (MA7581300000673) OP4-5211-008 Base Authorization Valid to 1/12/17.

	Manufacturers List Price	KY State Contract Price List Less 31%
1. TR310-T4 Series	\$64,551.00	\$44,540.19
2. E H Controls	NC	NC
3. 2 Speed	NC	NC
4. Cab & Air	\$ 6,069.00	\$ 4,187.61
5. Vinyl Suspension Seat	NC	NC
6. H. D. Rear Door	\$ 471.00	\$ 324.99
7. Hydraulic Coupler	\$ 1,126.00	\$ 776.94
8. Block Heater	NC	NC
9. Self-Level Bucket	NC	NC
10. Ride Control	NC	NC
11. 15.7" Rubber Tracks	NC	NC
12. 78" L.P. Bucket	\$ 1,164.00	\$ 803.16
13. 78" Bolt On Edge	\$ 278.00	\$ 191.82
	<u>\$73,659.00</u>	<u>\$50,824.70</u>
Freight	\$ 424.00	\$ 424.00
Set - Up	\$ 250.00	\$ 250.00
	<u>\$74,333.00</u>	<u>\$51,498.71</u>

***Warranty – 3 Year**
3,000 Hour Warranty
***Delivery – In Stock 7 Days**

Thank you for your consideration,

Greg McKeel



CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE ONE RUBBER TRACK LOADER

THIS AGREEMENT, made this _____ day of _____ 2016 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and McKeel Equipment Co. Inc., hereinafter called the VENDOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide One Case Model TR310-T4 Rubber Track Loader to be used by the Engineering-Public Works Department, Fleet Division in full compliance with the Bid Proposal Dated July 6, 2016 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within 7 consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: Fifty-One Thousand Four Hundred Ninety-Eight Dollars and Seventy-One Cents (\$51,498.71) as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Ordinance # _____.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Gayle Kaler, Mayor

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