

**CITY COMMISSION MEETING**  
**AGENDA FOR NOVEMBER 1, 2016**  
**5:30 P.M.**  
**CITY HALL COMMISSION CHAMBERS**  
**300 SOUTH FIFTH STREET**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS/DELETIONS**

**PRESENTATION:** Enterprise Cities Award for the Fountain Avenue Neighborhood Revitalization – **KENTUCKY LEAGUE OF CITIES**

**RECOGNITION:** Section 8 Homeowner – **D. FUGATE**

**ANNOUNCEMENT:** Veteran’s Day Parade & Elementary Essay Winners – **M. TOMASALLO**

	<b>I. <u>MINUTES</u></b>
	<b>II. <u>MOTION</u></b>
	A. R & F Documents
	<b>III. <u>MUNICIPAL ORDER</u></b>
	A. Personnel Actions
	B. Approve Application for KLC Liability Safety Grant – <b>S. ERVIN</b>
	C. Property Acquisition and Development Agreement – <b>CITY MGR PEDERSON</b>
	<b>IV. <u>ORDINANCES – ADOPTION</u></b>
	A. Greenway Trail Phase IV, Contract for Professional Services with HDR Engineering – <b>S. ERVIN</b>
	B. Accept Bid for Fire Department Uniforms – <b>FIRE CHIEF KYLE</b>
	C. Bulletproof Vest Partnership Grant Award – <b>POLICE CHIEF BARNHILL</b>
	D. Accept Bid for Uniform Contract for Engineering-Public Works and Parks Department – <b>R. MURPHY</b>

		E. Purchase Two (2) Salt Spreaders for Use By the Street Department – <b>R. MURPHY</b>
		F. Purchase Three (3) Snow Plows with Accessories – <b>R. MURPHY</b>
		G. Purchase Two (2) Utility Vehicles to be Used By the Parks Department – <b>R. MURPHY</b>
		<b>V. <u>ORDINANCES - INTRODUCTION</u></b>
		A. Accept 2016 Community Development Block Grant for Four Rivers Recovery Center (Center Point) – <b>S. ERVIN</b>
		B. Accept Bid for Health Park Construction of Walkways, Lighting, Community Gardens and Fitness Areas – <b>M. THOMPSON</b>
		C. Authorize Finance Director to Make Payment for Architectural & Design Services for Police Department Annex – <b>POLICE CHIEF BARNHILL</b>
		D. Authorize Payment for Rescue Equipment – <b>FIRE CHIEF KYLE</b>
		<b>VI. <u>CITY MANAGER REPORT</u></b>
		<b>VII. <u>MAYOR &amp; COMMISSIONER COMMENTS</u></b>
		<b>VIII. <u>PUBLIC COMMENTS</u></b>
		<b>IX. <u>EXECUTIVE SESSION</u></b>

# City of Paducah Section 8 Housing Choice Voucher Program

Mortgage Assistance Program      November 2016

*Danny W. Fugate, Administrator*

We are pleased to report that the Section 8 Housing Division has **our** first homeowner to complete her mortgage agreement. Alvern Olaleye-Black entered **into** a Section 8 assisted mortgage on a Habitat home (\$53, 175) located on N. 12th Street **on** April 8, 2010. After receiving down-payment funds and a small anonymous donor **funds**, Habitat has finalized the mortgage completion a couple years earlier than the scheduled **mortgage** pay-off.

The City of Paducah Section 8 Housing program established the **mortgage** assistance program in 2005 by designating up to 50 housing choice vouchers to be **utilized** for mortgage assistance.

Of note, the Section 8 Housing Program was one of the first **Section 8** agencies in the State of Kentucky to utilize the homeownership program in coordination **with** Habitat back in 2005. At this date, we have an additional 3 families purchasing homes **from** Habitat, 12 purchasing homes within the city limits and 3 purchasing in McCracken County. This also includes 3 families that have purchased homes in the Fountain Ave Redevelopment **area** for a total of 18 total families currently receiving homeownership assistance from the **program**.

We would like to present Alvern with a Certificate of Recognition for becoming the first City of Paducah Section 8 assisted homeowner.

Recognize Paducah-McCracken County Habitat for Humanity, (**new**) Director Brenda Langlois.

OCTOBER 25, 2016

At a Regular Meeting of the Board of Commissioners, held on Tuesday, October 25, 2016, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, Wilson and Mayor Kaler (4).

### **PROCLAMATION**

Mayor Kaler presented a proclamation declaring October 30, 2016 "Nuclear Defense Workers Remembrance Day."

### **PUBLIC COMMENTS**

Gary Vander Boegh spoke to the Commission about local nuclear workers' claims.

### **MINUTES**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the October 11, 2016, City Commission meeting be waived and that the Minutes of said meeting prepared by the City Clerk be approved as written.

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

### **MOTION**

#### **R & F DOCUMENTS**

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

#### **DOCUMENTS**

1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for October 18, 2016
2. Certificates of Liability Insurance
  - a. Powless Contracting, LLC
  - b. Johnston Fire Services, LLC
3. Agreement with M.P. Lawson Construction, LLC for Plumbing Renovation for Paducah Fire Station #2 (ORD 2016-09-8431)
4. Agreement with Altec for purchase of one (1) 2016 Ford F550 Chassis with Altec Model AT37G telescoping aerial device (ORD 2016-10-8436)
5. Barkley Regional Airport Authority Financial Statements for Years ended June 30, 2016 and 2015

#### **BIDS FOR ENGINEERING PUBLIC-WORKS**

##### **Three (3) Snow Plows, Mounts and Electric Over Hydraulic Controls**

1. Primary Ky Fab, LLC \*

##### **Uniforms for EPW & Parks Department**

1. Aramark Uniform Services \*

##### **Two (2) Stainless Steel Salt Spreaders**

OCTOBER 25, 2016

1. Primary Ky Fab, LLC \*

**Two (2) Utility Vehicles**

1. McKeel Equipment \*
2. Tapp's Outdoor Equipment
3. FDR Honda

**BIDS FOR FIRE DEPARTMENT**

**Uniforms for Fire Department**

1. Bluegrass Uniforms \*
2. Siegel's
3. Galls

\*Denotes recommended bid.

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

**MUNICIPAL ORDER**

**EMPLOYMENT AGREEMENT FOR POLICE TRAFFIC OFFICER**

Commissioner Wilson offered motion, seconded by Commissioner Gault, that a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND JOHN TOLLIVER FOR EMPLOYMENT AS POLICE TRAFFIC OFFICER, AND AUTHORIZING THE MAYOR TO EXECUTE SAME," be adopted.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Wilson and Mayor Kaler (4). M.O. # 1938; BK 9

**PERSONNEL ACTIONS**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that 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.

(SEE MUNICIPAL ORDER BOOK)

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

**AGREEMENT REGARDING THE CONDITIONAL APPROVAL OF TRANSFER STATION CONSTRUCTION COMPLETION WITH FREEDOM WASTE SERVICE, LLC**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE

OCTOBER 25, 2016

EXECUTION OF AGREEMENT REGARDING THE CONDITIONAL APPROVAL OF TRANSFER STATION CONSTRUCTION COMPLETION," be adopted.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Wilson and Mayor Kaler (4). M.O. # 1939; BK 9

**ORDINANCE – ADOPTION**

**PURCHASE ONE (1) SIDE ARM LOADING TRUCK FOR EPW-SOLID WASTE DIVISION**

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF McBRIDE MACK, INC., FOR SALE TO THE CITY OF ONE, NEW 2017 SIDE ARM LOADING REFUSE COLLECTION TRUCK FOR USE BY THE SOLID WASTE DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: The City of Paducah accepts the bid of McBride Mack, Inc., in the amount of \$250,620.00, for sale to the City of one, new 2017 side arm loading refuse collection truck, and authorizes the Mayor to execute a contract for same.

Adopted upon call of the roll, yeas, Commissioners Abraham, Gault, Wilson and Mayor Kaler (4). ORD.#2016-10-8442; BK 34

**ORDINANCES – INTRODUCTION**

**GREENWAY TRAIL PHASE IV, CONTRACT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A SHORT FORM AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE GREENWAY TRAIL PHASE 4 PROJECT; AUTHORIZING THE OPTION FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES DURING THE CONSTRUCTION OF THE PROJECT, AND AUTHORIZING THE EXECUTION OF SAID CONTRACT." This Ordinance is summarized as follows: The City hereby approves a short form agreement with HDR Engineering, Inc., for professional engineering design services for the Greenway Trail Phase 4 project. The City is also authorized to exercise the option for HDR to provide construction administration and inspection services during the construction of the project. Further, the Mayor is authorized to execute said agreement. Total compensation for the engineering design services shall not exceed \$53,700; compensation for construction administration and inspection services, if utilized, shall be paid on an hourly as needed basis and shall not exceed \$32,000.

**ACCEPT BID FOR FIRE DEPARTMENT UNIFORMS**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF BLUEGRASS UNIFORMS INC., FOR THE PURCHASE OF UNIFORMS FOR FIRE DEPARTMENT EMPLOYEES, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: The City of Paducah accepts the bid of Bluegrass Uniforms Inc., for uniforms for employees in the Fire Department at the uniform unit prices contained in the bid dated August 5, 2016, for a period of two years beginning upon execution of the

OCTOBER 25, 2016

contract, and authorizing the Mayor to execute said contract. Further, the contract may be renewable for an additional two-year term.

#### **BULLETPROOF VEST PARTNERSHIP GRANT AWARD**

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSABLE GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE U. S. DEPARTMENT OF JUSTICE FOR A BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM AWARD." This Ordinance is summarized as follows: The Mayor is hereby authorized to execute a Reimbursable Grant Agreement and all documents relating thereto with the U. S. Department of Justice for a Bulletproof Vest Partnership Grant Program Award in the amount of \$7,030 for assistance with purchasing bulletproof vests to be used by the Paducah Police Department. A cash match of \$7,030 is required.

#### **ACCEPT BID FOR UNIFORM CONTRACT FOR ENGINEERING-PUBLIC WORKS AND PARKS DEPARTMENT**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF ARAMARK UNIFORM SERVICES FOR THE PURCHASE OF UNIFORMS FOR EMPLOYEES IN THE ENGINEERING-PUBLIC WORKS AND PARKS DEPARTMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME". This Ordinance is summarized as follows: The City of Paducah accepts the bid of Aramark Uniform Services, dated September 20, 2016, and read aloud on September 22, 2016, for the Engineering-Public Works and Parks Department employees for a period of two years, and authorizing the Mayor to execute a contract for same. Said contract may be renewable for two one-year additional terms.

#### **PURCHASE TWO (2) SALT SPREADERS FOR USE BY THE STREET DEPARTMENT**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF TWO (2) STAINLESS STEEL SALT SPREADERS TO BE USED BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: The City of Paducah accepts the bid of KyFab, LLC, in the amount of \$21,660.00 for sale to the City of two (2) stainless steel salt spreaders, for use by the Street Division of the Engineering-Public Works Department, and authorizes the Mayor to execute a contract for same.

#### **PURCHASE THREE (3) SNOW PLOWS WITH ACCESSORIES**

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF THREE (3) SNOW PLOWS, MOUNTS AND ELECTRIC OVER HYDRAULIC CONTROLS TO BE USED BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: The City of Paducah accepts the bid of KyFab, LLC, in the amount of \$24,291.00, for sale to the City of three (3) snow plows, mounts and electric over hydraulic controls, for use by the Street Division of the Engineering-Public Works Department, and authorizes the Mayor to execute a contract for same.

OCTOBER 25, 2016

**PURCHASE TWO (2) UTILITY VEHICLES TO BE USED BY THE PARKS DEPARTMENT**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF TWO (2) UTILITY VEHICLES FOR USE IN THE PARKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: The City of Paducah accepts the bid of McKeel Equipment Co., Inc., in the total amount of \$28,269.82, for the purchase of two (2) utility vehicles for use in the Parks Department, and authorizes the Mayor to execute a contract for same.

**CITY MANAGER REPORT**

City Manager Pederson announced that bids came in for the Health Park Project and that some were within budget.

The City Manager thanked Freedom Waste for their responsiveness. He mentioned that the Engineering Public-Works Department has been short-staffed the last few weeks and has fallen behind on weekly brush pick-up. He suggested that the Commission look into whether or not the brush pick-up system needs to be a weekly process in the future.

Pam Spencer was asked to show the new Paducah View Episode regarding the Paducah 911 KECP Accreditation.

Rick Murphy gave a capital projects update. He mentioned that the Ribbon Cutting for the Olivet Church Road Project will be Thursday, November 3<sup>rd</sup> at 11:00AM. The Riverfront Redevelopment project is moving forward. They are currently putting topsoil on the great lawn area, installing lights, and installing utilities to service the dock.

**ADOPTED:** November 1, 2016

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City Clerk

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Mayor

NOVEMBER 1, 2016

I move that the following documents and bids be received and filed:

**DOCUMENTS**

1. Agreement with McBride Mack Sales, Inc. for purchase of Side Arm Loader Refuse Truck for Solid Waste Division (ORD # 2016-10-8442)
2. Phase II and Final Phase Note Extension Agreement and Addendum to Real Estate Mortgage with GPEDC (ORD # 2016-09-8426)
3. Agreement with Freedom Waste Service regarding the Conditional Approval of Transfer Station Construction Completion (MO # 1939)
4. Employment Agreement with John R. Tolliver (MO # 1938)
5. Paducah Water Works Financial Highlights for September 2016
6. City of Paducah Police and Firefighters Pension Fund Valuation and Actuarial Report as of July 2016
7. Lower Town Arts & Music Festival Income and Expenses Summary 2016

**BIDS FOR PARKS DEPARTMENT**

**Paducah Health Park – Phase 1**

1. Wilkins Construction Company\*
2. Harper Construction, LLC
3. A & K Construction, Inc.

**PROPOSAL FOR PLANNING DEPARTMENT**

**Cultural Wayfinding Signage**

1. Bacon Farmer Workman Engineering & Testing, Inc. \*

CITY OF PADUCAH  
November 1, 2016

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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.

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City Manager's Signature

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Date

CITY OF PADUCAH  
PERSONNEL ACTIONS  
November 1, 2016

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>POLICE - SUPPORT SRVCS</u>					
Quinn, Anthony Blake	Police Patrol \$23.76/Hr	Police Detective \$24.76/Hr	NCS	Non-Ex	October 6, 2016
<u>PARKS SERVICES</u>					
Blakemore, Kaitlin A	Recreation Leader \$11.00/Hr	Recreation Leader \$11.20/Hr	NCS	Non-Ex	November 3, 2016

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 1 November 2016

Short Title: 2016 Kentucky League of cities (KLC) Insurance Services Safety Grant Application

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Mark Thompson; Sheryl Chino  
Presentation By: Mark Thompson

Background Information: KLCIS Safety Grant Program was developed in 1999 as a way for members to stretch our safety budget. This grant has a 50/50 matching funds safety grant program that will reimburse a city up to \$3,000 for a prior-approved items/equipment that will reduce Workers' Compensation exposures, and another grant up to \$3,000 for prior-approved items/equipment that will reduce General Liability and Property exposures.

For this funding cycle, the Paducah Park Services Department is applying for an 8' Single Bay Basket Swing to replace an existing basket swing. The total cost is \$5,616.00. The Parks Services Department will apply for \$2,808.00 from KLC and the required match will be \$2,808.00. The matching funds will come from the account number 001-2401-534-3305.

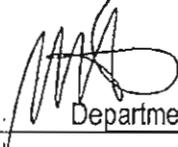
Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Parks Property/Plant  
Account Number: 001 2401 534 3305

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

Attachments: None

 10-27-2016 Department Director	City Clerk	City Manger
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A 2016 MATCHING INSURANCE SERVICES SAFETY GRANT AWARD IN THE AMOUNT OF \$2,808 FROM THE KENTUCKY LEAGUE OF CITIES FOR A BASKET SWING TO BE USED BY THE PARKS SERVICES DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to obtain a 2016 matching Insurance Services Safety Grant in the amount of \$2,808 from the Kentucky League of Cities for replacement of an 8' single bay basket swing to be used by the Parks Services Department. Matching funds in the amount of \$2,808 will be provided through the City's Parks Services Department budget.

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, November 1, 2016  
Recorded by Tammara S. Sanderson, City Clerk, November 1, 2016  
\\mo\grants\klc safety grant-Parks Dept 11-2016

# Agenda Action Form

## Paducah City Commission

Meeting Date: November 1, 2016

**Short Title: Service Merchandise Building – Property Development Agreement**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jeff Pederson

Presentation By: Jeff Pederson

### Background Information:

The former Service Merchandise building has been under a Correction Notice from the City regarding deficient conditions with the building and property. Fines have been assessed against current owner SM NEWCOMER. At present, the City has been notified by Kentucky Oaks Mall that it is in negotiations to purchase the building, and wishes for the City to assist in making the purchase more feasible.

**Goal:**  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

### Staff Recommendation:

This Agreement modifies certain conditions of the Correction Notice in order for Kentucky Oaks Mall to both proceed with acquisition of the property as well as obtain some time to determine the best use of the property based upon market demand. The Agreement recognizes an acquisition date for the property of December 31, 2016, after which Kentucky Oaks Mall would make certain exterior improvements within 6 months of acquisition, with a determination on demolition or renovation of the building to occur and work to commence within three years from the acquisition date. All conditions of the Correction Notice will be held in abeyance subject to performance of the agreed upon obligations of Kentucky Oaks Mall

**Attachments:** Municipal Order

Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PADUCAH AND THE KENTUCKY OAKS MALL COMPANY REGARDING THE FORMER SERVICE MERCHANDISE BUILDING LOCATED AT 3410 JAMES SANDERS DRIVE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized and directed to execute the Memorandum of Understanding with The Kentucky Oaks Mall Company regarding the former Service Merchandise building located at 3410 James Sanders Drive in substantially the form attached hereto as Exhibit A and made part hereof.

SECTION 2. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara Sanderson, City Clerk

Adopted by the Board of Commissioners, November 1, 2016  
Recorded by Tammara S. Sanderson, City Clerk, November 1, 2016  
\\mo\agree-Service Merchandise Bldg

## MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **CITY OF PADUCAH, KENTUCKY**, P.O. Box 2267 Paducah, Kentucky 42002-2267, (the "City" or "City of Paducah"), a municipality of the second class and **THE KENTUCKY OAKS MALL COMPANY, C/O CAFARO COMPANY**, P.O. BOX 2266, Youngstown, OH 44504-0186, hereinafter called (the "Developer").

: W I T N E S S E T H :

**WHEREAS**, Developer is an Ohio Limited Partnership and operates Kentucky Oaks Mall in Paducah, Kentucky and is the present owner of two parcels of real estate located at 3430 and 3330 James Sanders Drive in the City of Paducah; and

**WHEREAS**, a parcel of real estate is located adjacent to and between the two parcels owned by Developer as set out above, designated as 3410 James Sanders Drive, within the City of Paducah. This Paducah property is owned by SM NEWCO PADUCAH, LLC, a Delaware Limited Liability Company, upon which site is a building that formerly housed a SERVICE MERCHANDISE BUSINESS, hereinafter called "Service Merchandise Building"; and

**WHEREAS**, the City of Paducah is charged with enforcement of regulations known as the Nuisance Code Enforcement Board Ordinance which references the International Property Maintenance Code. These codes are to protect the public health, safety and welfare of all existing premises located within the City; and

**WHEREAS**, said SERVICE MERCHANDISE BUILDING and lot were inspected by the City of Paducah Inspection Department and its successors code enforcement division, The Fire Prevention Division of the Paducah Fire Department, which issued a Correction Notice for many violations. Re-inspections were made which revealed the owner SM NEWCO PADUCAH, LLC, had failed to comply with the Correction Notice; and

**WHEREAS**, an Action was filed in the McCracken Circuit Court, by Developer against SM NEWCO PADUCAH, LLC to enforce restrictive covenants placed on the Service Merchandise tract. The case is listed as Civil Action No. 13-CI-1099. As part of the relief demanded in the lawsuit, the Developer moved for a Temporary Injunction to enjoin Defendant from demolishing the SERVICE MERCHANDISE BUILDING as directed by the City in its Corrective Notice. The Court subsequently entered the Temporary Injunction on May 14, 2014. Defendant then filed an Interlocutory Appeal with the Kentucky Court of Appeals styled SM NEWCO PADUCAH LLC vs. KENTUCKY OAKS

MALL COMPANY docketed as Case No. 2014-CA-900. Said Action is on the Court's Active Docket awaiting a decision; and

**WHEREAS**, Developer has contacted the City regarding a possible purchase of the SERVICE MERCHANDISE BUILDING and site, from SM NEWCO PADUCAH, LLC providing a proposal to perform certain duties to resolve the violations within a timetable for the corrections to be completed;

**AND WHEREAS**, the parties agree that the actions of Developer will have a positive impact on the community in general and the immediate area in particular, and to encourage DEVELOPER to purchase the site and improvements thereon, and perform the corrective work within the time schedule in accordance with its proposal, the City does now authorize this MEMORANDUM OF UNDERSTANDING by and between CITY and DEVELOPER.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good consideration, the legal adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties do covenant and agree as follows:

**DEVELOPER AGREES TO THE FOLLOWING:**

1. If the closing on the purchase of the SM Newco property occurs (presently scheduled for December 31, 2016), Developer agrees to complete, within six months subsequent to the closing date, the following work:

a. Repair and/or replacement of the existing parking lot lights on the property so that same are operable in a manner consistent with the balance of the Kentucky Oaks Mall Complex.

b. The complete cleanup of the debris and weeds along the front curbs of the building.

c. Power washing of the sidewalk adjacent to the front of the building.

d. The patching/resealing/and restriping of the entirety of the front parking lot.

e. Cleaning and/or sandblasting and/or painting the front masonry exterior of the building.

f. Spray painting of the underside of the front canopy.

2. Within three years after the closing date, Developer shall commence with and thereafter diligently proceed to complete one of the following alternatives:

a. The complete razing of the building improvements, and installation of grass/landscaping on the existing building pad, or

b. A complete refurbishment/renovation/upgrading of the existing building improvements so as to make the building fully compliant with the various Correction Notices sent to SM Newco, Paducah, LLC, by the City, to make the building tenatable going forward, or

c. The partial razing of a portion of the improvements so that only the structural shell of the building will remain for future potential use (and during such time as the building shell exists, occupancy shall not be permitted within the remaining building).

Subject to Developer timely meeting the above conditions,

**CITY AGREES TO THE FOLLOWING:**

1. To waive the current unpaid \$500.00 fine (and any other such unpaid fine that may have been levied) and interest thereon, and to refrain from future assessments of fines.

2. To hold in abeyance the various requirements as set forth in the prior Correction notices submitted to SM Newco, Paducah, LLC.

3. To hold in abeyance the order stating that "...it shall be unlawful to sell, transfer, mortgage, lease or otherwise dispose of the premises to another unless the receiving party acknowledges receipt of this order and gives written notice to this office of fully accepting the responsibility of this order pursuant to PM-107.5".

4. To rescind the City Notice of Condemnation and the City determination to raze the building improvements in accordance with the December 10, 2012 Correction Notice.

The parties agree that in the event the obligations of Developer are not met on a timely basis, the requirements the City set out above shall no longer be enforceable and City may commence with its Actions to pursue its Correction Notices and all other remedies at law, to include an Action seeking to lift the Temporary Injunction entered by the Court on May 14, 2014 to permit razing of the structure.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions shall apply:

1. **Assignment.** This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors and permitted assigns. The Developer shall not assign its rights and obligations hereunder, in whole or in part, except to a wholly owned subsidiary, without the prior consent of the City, but in no event, shall any assignment hereunder release or relieve the Developer from any obligations of this Agreement for which the Developer shall remain fully bound to the City.

2. **Merger Clause.** It is agreed and understood between the parties that this Memorandum of Understanding represents the entire and exclusive agreement between the parties and that all prior representations, covenants, warranties, understandings and agreements are merged herein. This Memorandum of Understanding may only be modified in writing executed by all parties hereto.

3. **Construction.** This Memorandum of Understanding shall be governed and construed under the laws of the Commonwealth of Kentucky.

4. **Assurances.** The city and the Developer agree to execute such further documents and instruments as shall be necessary to fully carry out the terms of this Agreement.

5. **Amendments.** This memorandum of Understanding may not be modified or amended unless in writing signed by both parties hereto.

6. **Execution and Delivery.** This Memorandum of Understanding shall be of no force or effect unless and until it shall have been executed by both the City and the Developer and approved by the governing body of the City of Paducah.

7. **Time.** All times referred to herein shall be strictly construed, as all of such times shall be deemed of the essence.

**WITNESS** signatures of the parties as of the year and date first above written.

**CITY:**

**DEVELOPER:**

**CITY OF PADUCAH, KENTUCKY**

**THE KENTUCKY OAKS MALL COMPANY**

BY: \_\_\_\_\_  
GAYLE KALER, MAYOR

BY: \_\_\_\_\_  
ANTHONY M. CAFARO, SR.  
SPECIAL AUTHORIZED AGENT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Agenda Action Form Paducah City Commission

Meeting Date: 10-25-16

Short Title: Contract for Uniform Services for the Fire Department

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Chief Kyle  
Presentation By: Chief Kyle

### Background Information:

The Fire Department contracts for uniform services for its personnel. The most recent 2 year contract expired and a new 2 year uniform contract with a 2 year renewal option was advertised for bid. Three (3) total vendors submitted bids for the contract. They were Bluegrass Uniforms (current vendor), Siegel's Uniforms, and Galls. The bids were evaluated and are being awarded on the lowest most responsive bidder. The bid had each item that the fire department uses and vendors were to return the bid with their price per item for a total tabulation of uniform costs. Bluegrass Uniforms submission was \$7,588.38 total uniform cost bid, Siegel's bid was \$8,331.95 and Galls bid was \$8,655.70. Bluegrass Uniforms bid was lowest and most responsive.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Clothing Allowance

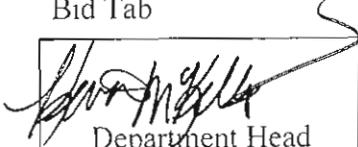
Account Number: 001-1801/1802/1803/1804-522-1610

10/21/2016  
Finance

### Staff Recommendation:

Accept the bid from Bluegrass Uniforms and execute the 2 year contract for service.

Attachments: Three (3)  
Evaluation Forms on each bidder  
Bid Tab

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

Meeting Date: 25 Oct 2016

**Short Title:** 2016 U.S. Bulletproof Vest Partnership Grant

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By: Robin Newberry, Sheryl Chino

Presentation By: Chief Brandon Barnhill

**Background Information:** The U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) Grant Program provides a maximum 50-percent reimbursement for the purchase of body armor for police.

The Police Department has been awarded \$7,030 from the BVP program for 19 Summit Series Level II body armor vests. The total project cost is \$14,060. This grant requires a 50-percent match. Matching funds, in the amount of \$7,030, will be provided from the department's FY2017 Court Awards.

The grant application was approved through municipal order 1905 on May 10, 2016.

**Goal:**  Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

**Funds Available:** Project Number: PO-0099  
Account Number: 001-1602-521-4212

*10/19/2016*  
Finance

**Staff Recommendation:** Authorize the mayor to execute all grant award documents.

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

Meeting Date: October 25, 2016

Short Title: Authorize Contract for Uniforms for EPW and Parks Department

Ordinance  Emergency  Municipal Order  Resolution  Motion

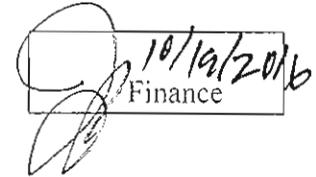
Staff Work By: Chris Yarber, Assistant Director of Public Works  
Dena Alexander, Admin. Assistant City Engineer-Public Works  
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

On September 22, 2016, sealed written bids were opened and read aloud for Uniform Services for use by the Engineering-Public Works Department and the Parks Department. After reasonable consideration of the one bid received, the bid submitted by Aramark Uniform Services was found to be the most responsible bidder who submitted the responsive bid of the lowest evaluated bid price in accordance with the specifications. Therefore, recommendation is made to accept the Unit Prices given in the September 20, 2016 bid by Aramark Uniform Services. The contract period shall be a Two-Year time period beginning upon execution of the Contract Agreement with two one-year optional renewals upon the mutual agreement of both parties.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Various Accounts  
Account Number:

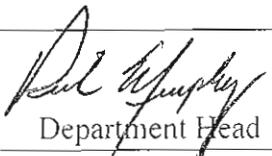
  
Finance

### Staff Recommendation:

To receive and file the bid received and to adopt an Ordinance authorizing the Mayor to execute a contract with Aramark Uniform Services for Uniform Services for use by the Engineering-Public Works Department and the Parks Department at the Unit Prices quoted in the Bid Proposal dated September 20, 2016.

### Attachments:

Bids, Bid Tab, Advertisement and Proposed Contract

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

Meeting Date: October 25, 2016

Short Title: Two (2) Stainless Steel Salt Spreaders

Ordinance  Emergency  Municipal Order  Resolution  Motion

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

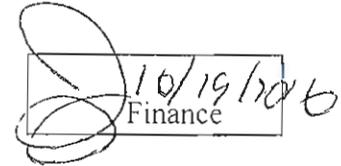
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

On September 29, 2016, sealed written bids were opened for the purchase of Two (2) Stainless Steel Salt Spreaders to be used by the Street Department. One bid was received. The bid received was from KyFab, LLC with a delivery time of 30 days after contract execution. The total bid price is \$21,660.00.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

 10/19/2016  
Finance

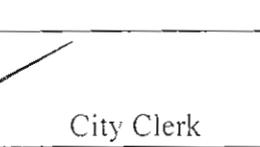
Account Number: 071-0210-542-4005

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with KyFab LLC in the amount of \$21,660.00 for the purchase of Two (2) Stainless Steel Salt Spreaders to be used by the Street Department.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

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

Meeting Date: October 25, 2016

Short Title: THREE (3) SNOW PLOWS, MOUNTS AND ELECTRIC OVER HYDRAULIC CONTROLS

Ordinance  Emergency  Municipal Order  Resolution  Motion

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

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

### Background Information:

On September 29, 2016, sealed written bids were opened for the purchase of Three (3) snow plows, mounts and electric over hydraulic controls to be used by the Street Department. One bid was received. The bid received was from KyFab, LLC with a delivery time of 30 days after contract execution. The total bid price is \$24,291.00.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

 10/19/2016  
Finance

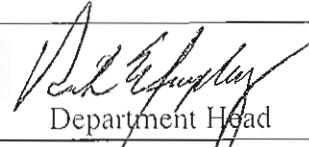
Account Number: 071-0210-542-4005

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with KyFab LLC in the amount of \$24,291.00 for the purchase of Three (3) snow plows, mounts and electric over hydraulic controls to be used by the Street Department.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

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

Meeting Date: October 25, 2016

Short Title: Two (2) Utility Vehicles

Ordinance  Emergency  Municipal Order  Resolution  Motion

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

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

### Background Information:

On September 29, 2016, sealed written bids were opened for the purchase of two (2) utility vehicles to be used by the Parks Department. Three bids were received. The lowest evaluated bid received was from McKeel Equipment Co., Inc. with a delivery time of 30 days after contract execution. The total bid price is \$28,269.82.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

10/19/2016  
Finance

Account Number: 071-0210-542-4005

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with McKeel Equipment Co., Inc. in the amount of \$28,269.82 for the purchase of Two (2) utility vehicles to be used by the Parks Department.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

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

Meeting Date: 1 November 2016

Short Title: 2016 Community Development Block Grant (CDBG): Four Rivers Recovery Center

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Sheryl Chino

Presentation By: Steve Ervin

Background Information: In 2006, the City of Paducah accepted a Community Development Block Grant (CDBG) Award from the Kentucky Department for Local Government on behalf of the sub-recipient, Four Rivers Behavioral Health's Center Point Recovery Center, of which the grant agreement expired June 2012. The City also accepted CDBG funding in 2013, 2014, and 2015 to continue the project in the amount of \$250,000.

On April 19, 2016, the Commission through Municipal Order 1902 authorized the execution of a 2016 Four River Recovery Center CDBG application. The Kentucky Department of Local Government has accepted the application and issued a preliminary approval letter to the City of Paducah in the amount of \$220,000 on behalf of the Four Rivers Behavioral Health's Center Point Recovery Center.

The City of Paducah will receive \$10,500 for grant administration, monitoring and maintaining records with the amount of \$209,500 to be spent on salaries at Center Point Recovery Center. A local match is not required.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available:

Project Name:

Project #: CD0088

File #:

Acct. #:

Budget: \$220,000

Source of Funds: Federal Grant, no local match required. The City will receive \$10,500 for administering the grant.

10/27/2016  
Finance

Staff Recommendation: Authorize and direct the Mayor to sign a legally binding agreement with the Four River Behavioral Health, LLC; as well as, all other required grant award documents including the Kentucky CDBG Procurement Policy.

Attachments: None

 Department Head	City Clerk	City Manager
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AN ORDINANCE OF THE CITY OF PADUCAH APPROVING AN AGREEMENT WITH THE KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT TO OBTAIN A COMMUNITY DEVELOPMENT BLOCK GRANT AWARD ON BEHALF OF THE FOUR RIVERS BEHAVIORAL HEALTH CENTER POINT RECOVERY CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

WHEREAS, the City of Paducah adopted Municipal Order No. 1902 on April 19, 2016, authorizing the application for a Community Development Block Grant from the Governor's Office for Local Development for the Four Rivers Behavioral Health Recovery Center Project (Center Point); and

WHEREAS, the Kentucky Department for Local Government has offered a grant award in the amount of \$220,000; and

WHEREAS, the City will receive \$10,500 for grant administration, monitoring and maintaining records with the amount of \$209,500 to be spent on salaries at Center Point Recover Center; and

WHEREAS, it is now necessary to proceed for approval by the Board of Commissioners for the City to accept the grant award and to execute the legally binding agreement with Four Rivers Behavioral Health.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah approves an Agreement with the Kentucky Department for Local Government to obtain a Community Development Block Grant Award on behalf of Four Rivers Behavioral Health Center Point Recovery Center in the amount of \$220,000 with the City receiving \$10,500 of said grant for administration. No local match is required.

SECTION 2. That the Mayor is hereby authorized to execute all documents necessary to accept the grant award with the Kentucky Department for Local Government and authorized to execute the legally binding agreement with Four Rivers Behavioral Health for the Center Point Recovery Center as approved in Section 1 above.

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, November 1, 2016  
Adopted by the Board of Commissioners, November 15, 2016  
Recorded by Tammara S. Sanderson, City Clerk, November 15, 2016  
Published by The Paducah Sun, \_\_\_\_\_  
'ord\plan\grant\FRBH Recovery Center 2016

File 6.259

# Agenda Action Form Paducah City Commission

Meeting Date: November 1, 2016

## Short Title: Bid for Health Park Construction of Walking Trail, Lighting, Community Gardens, Great Lawn and Fitness Areas

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work By: Sheryl Chino, Steve Ervin, Rick Murphy, Mark Thompson

Presentation By: Sheryl Chino, Mark Thompson

### Background Information:

For the past several years, the City of Paducah and its partners the United Way, Lourdes Hospital, Baptist Health, Rotary Club of Paducah, Purchase District Health Department and Healthy Paducah Coalition and the Foundation for a Healthy Kentucky have worked to make the Health Park a reality. This phase of the project includes, safety surfacing for the Rotary Playground, walking trail, lighting, community gardens, fitness area and grading and irrigation for the great lawn.

On Tuesday, October 25, 2016, bids were publicly opened for the Health Park. We received three bids, all from local contractors. The base bid range was from \$619,169.36 to \$869,100.00. The apparent low bid and best bid was presented by Wilkins Construction Company of Paducah.

Due to current available funding levels staff does not recommend including the alternates, which would include the plaza area and additional trees, in this contract.

Attached is the architect/engineer's recommendation for approval of a contract with Wilkins Construction Company of Paducah to provide construction services for Phase 1 of the Health Park. Staff concurs.

*Per MT - 421 N 13th Street*

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Health Park  
Account Number: 040-8827-536.23-07  
Project Number: CD0083

10/28/2016  
Finance

Staff Recommendation: Approval of the contract with Wilkins Construction Company

Attachment: Contract, Bid Tab, Architect/Engineer's Recommendation

<i>MHT</i>  Department Head	City Clerk	City Manager
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\* - Per SChino, \$619,169 is funded as follows:

\$ 469,000 grants
\$ 150,000 Local Match
<u>\$ 619,000</u>

ORDINANCE NO. 2016-11-\_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID FOR THE CONSTRUCTION OF THE WALKING TRAIL, COMMUNITY GARDENS, LIGHTING, GREAT LAWN AND FITNESS AREAS FOR THE HEALTH PARK LOCATED AT 421 NORTH 13<sup>TH</sup> 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 Wilkins Construction Company, Inc., in the amount of \$619,169.36 for construction of the walking trail, community gardens, lighting, great lawn and fitness areas for the Health Park located at 421 North 13<sup>th</sup> Street, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of Wilkins Construction Company, Inc., of October 25, 2016.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Wilkins Construction Company, Inc., for construction of the walking trail, community gardens, lighting, great lawn and fitness areas for the Health Park, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This expenditure shall be charged to the Health Park project account CD0083, account number 040-8827-536-2307.

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

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, November 1, 2016  
Adopted by the Board of Commissioners, November 15, 2016  
Recorded by Tammara S. Sanderson, City Clerk, November 15, 2016  
Published by The Paducah Sun, \_\_\_\_\_  
\ord\parks\contract-Health Park-walking trail, lighting, great lawn, etc

BID TABULATION

10/25/2016

PADUCAH HEALTH PARK - PHASE 1

ARCHITECT'S PROJECT NO. 15082

BRANDSTETTER CARROLL INC.

ARCHITECTS ENGINEERS PLANNERS

BIDDER	Base Bid Amount	Add Alternate No. 1	Add Alternate No. 2	Bid Bond	Met DBE Requirement	KYTC Prequalified
Wilkins Construction Company	\$619,169.36	\$93,256.00	\$11,200 N/A	Yes	Yes	Yes
Harper Construction, LLC	\$785,856.98	\$112,817.73	\$11,200 N/A	Yes	Yes	Yes
A&K Construction, Inc.	\$869,100.00	\$94,300.00	\$8,300.00	Yes	Yes	Yes

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT

PADUCAH HEALTH PARK – PHASE 1 PROJECT

THIS AGREEMENT, made this 16<sup>th</sup> day of November, 2016 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and Wilkins Construction Company Inc., hereinafter called the CONTRACTOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the PADUCAH HEALTH PARK – PHASE 1 PROJECT. All Work shall be in accordance with this Agreement, the Plans, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering-Public Works Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **one hundred eighty (180) consecutive calendar days** thereafter.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of **Five Hundred Dollars (\$500.00) and One Hundred Dollars (\$100.00) for architectural/engineering costs** for each consecutive calendar day for failure to meet the final completion date and the total amount shall be withheld from the final payment as provided in accordance with the Specifications.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **six hundred nineteen thousand one hundred sixty-nine dollars and thirty-six cents (\$619,169.36)** as quoted in the Bid Proposal by the Contractor dated October 25, 2016 which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

Payments for Work Completed will be made in accordance with the Specifications.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due **sixty (60) days** after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, both as to interpretation and performance, as it is made and entered into in the Commonwealth of Kentucky. Venue for any legal action brought to enforce any provision of this Agreement or based upon or arising out of this Agreement shall exclusively be in the state courts of

McCracken County, Kentucky, and the parties hereto irrevocably agree to submit to the personal jurisdiction of any such court.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Plans, 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.

CONTRACTOR

CITY OF PADUCAH, KENTUCKY

BY: \_\_\_\_\_  
Brad Wilkins  
TITLE: President

BY \_\_\_\_\_  
Gayle Kaler, Mayor

ADDRESS:  
Post Office Box 3027  
Paducah, Kentucky 42002-3027

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

# Agenda Action Form Paducah City Commission

Meeting Date: Nov. 1, 2016

Short Title: Accept Services of I5 Design

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Chief Brandon Barnhill

Presentation By: Chief Brandon Barnhill

Background Information: Over the life of the Police Department Annex project, services required of I5 Design totaled more than initially anticipated and now stand at a total of \$22,634.35. We are requesting the commission pass an ordinance to purchase services from I5 Design totaling not more than \$25,000 for the life of the project.

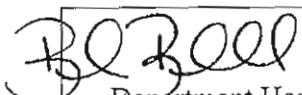
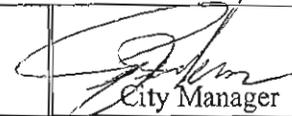
Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Property Acquisition  
Account Number: 040-1616-521-4207  
Project: PO0088

10/26/2016  
Finance

Staff Recommendation: Approve ordinance for purchase of services from I5 Design totaling not more than \$25,000 for Police Department Annex project.

Attachments:

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-11-\_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO i5 DESIGN GROUP, INC., FOR ARCHITECTURAL AND DESIGN SERVICES FOR THE POLICE DEPARTMENT ANNEX

WHEREAS, pursuant to Chapter 2-643 of the Code of Ordinances of the City of Paducah, Kentucky, the City Manager executed a contract with i5 Design Group, Inc, in the amount of \$18,730 for architectural and design services for the Police Department Annex project; and

WHEREAS, over the life of the Annex project the total amount exceeded the contract amount; and

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

WHEREAS, the aggregate amount of the services provided totals \$22,634.35; and

WHEREAS, the Police Department wishes for the Board of Commissioners to approve the total amount for the services provided by i5 Design Group, Inc.

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 the amount of \$22,634.35 to i5 Design Group, Inc., for architectural and design services for the Paducah Police Department Annex.

SECTION 2. These expenditures will be charged to account no. 040-1616-521-4207, project account PO0088.

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, November 1, 2016  
Adopted by the Board of Commissioners, November 15, 2016  
Recorded by Tammara S. Sanderson, City Clerk, November 15, 2016  
Publication by The Paducah Sun, \_\_\_\_\_  
ord\police\payment-police annex-architectural & design services



i5 design group, Inc.

## CONTRACT FOR DESIGN SERVICES

**THIS CONTRACT FOR DESIGN SERVICES** ("Contract") is made and entered into this 17th day of August, 2015, by and between **i5 design group, inc.**, a Kentucky corporation with its principal place of business located at 401 Broadway, Paducah, Kentucky 42001 ("Designer") and Paducah Police Department, a Kentucky corporation with its principal place of business located at 1400 Broadway, Paducah, KY. 42001 ("Customer").

### WITNESSETH:

**WHEREAS**, Designer has agreed to provide those design services and at those fees outlined in the attached Scope of Work; and

**WHEREAS**, Customer has agreed to retain Designer to perform the detailed services at the rates indicated.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants herein contained the parties agree as follows:

#### 1. **Services Provided by Designer; Limitations.**

- A. Services limited to the Scope of Work. Designer shall provide to Customer those services set forth on the attached Scope of Work. Any modification to the Scope of Work at the request of Customer or his designee (including, but not limited to, the Architect, Engineer or General Contractor), or any change to any other elements of the overall Project referenced in the Scope of Work (including, but not limited to, delays caused by third parties, including the Architect, Engineer, and/or General Contractor; changes in the condition of the site represented to Designer, the unavailability of design materials or elements due to changes in the marketplace; or other similar delays or changes) that would require a modification to the Scope of Work will be deemed to lie outside the Scope of Work and may, at the election of Designer, require the payment of additional Design Fees prior to completion. The foregoing notwithstanding, any change in the Scope of Work

that would result in an increase in the Design Fees shall not be completed without prior written agreement with the Customer.

B. Services by Others. Designer shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, construction schedules, sequences, or procedures; fabrication, procurement, shipment, delivery, receipt, inspection or installation; or safety programs in connection with the General Contractor or any subcontractor's work, save those project management and bid management tasks provided for in the attached Scope of Work. Designer shall not be responsible for acts or omissions or failure to carry out the work in accordance with the Design Materials by the General Contractor or any other person or entities or agents or employees performing or supplying the work. Designer shall have no responsibility for the acts or omissions of the Architect, Engineer, any other consultant, supplier, vendor, fabricator or any other party performing work directly for the Customer or retained by the Customer through the General Contractor.

C. Architectural and Engineering Services not Provided by Designer. While current building codes and standards are taken into account in the preparation of the Design, Designer makes no representations or warranties as to compliance with these codes, and does hereby expressly waive any such warranty, whether express or implied. Designer does not provide architectural or engineering services, and the Design is subject to revision at the request of the Customer's Architect or Engineer, as such revision(s) may be necessary to comply with applicable building codes. There shall be no additional Design Fee charged to Customer for any changes made to the Design Materials at the request of the Architect or Engineer where such change is required to meet applicable building codes or industry standards.

Customer acknowledges that the Architect for this project shall be J. Patrick Kerr Architects, Inc., who shall provide its services pursuant to a separate Architect Consulting Agreement with Designer. While J. Patrick Kerr Architects, Inc. shall report to Designer under the Architect Consulting Agreement, Customer acknowledges that J. Patrick Kerr Architects, Inc. is an independent contractor, not an agent of Designer, and any actions of the Architect shall be its sole and absolute responsibility.

Customer acknowledges that the MEP Engineer for this project shall be S.E. Engineering, who shall provide its services pursuant to a separate Engineer Consulting Agreement with Designer. While S.E. Engineering shall report to Designer under the Engineer Consulting Agreement, Customer acknowledges that S.E. Engineering is an independent contractor, not an agent of Designer, and any actions of the Engineer shall be its sole and absolute responsibility.

Customer acknowledges that the Structural Engineer for this project shall be S.E. Engineering, who shall provide its services pursuant to a separate Engineer Consulting Agreement with Designer. While S.E. Engineering shall report to Designer under the Engineer Consulting Agreement, Customer acknowledges that S.E. Engineering is an independent contractor, not an agent of Designer, and any actions of the Engineer shall be its sole and absolute responsibility.

- E. Bid Management Services. As a part of the Design Services for the Project, Designer shall, as outlined in the attached Scope of Work, provide Bid Management Services on behalf of Customer. Customer acknowledges that the ultimate performance of bid-for services shall be the responsibility of the respective subcontractors, and Designer makes no representations or warranties as to the workmanship of same.

## 2. **Obligations of Customer.**

- A. Acceptance of work. Customer shall designate a representative authorized to act on Customer's behalf to provide decisions, approve drawings, reports, presentations and other documents or data. Customer's written decisions, authorizations and approvals for Designer's services shall be provided promptly in order to meet the Project schedule. Any action taken by Customer's designated representative shall be deemed binding upon Customer.
- B. Access; Communication. Customer shall ensure Designer access to the Project site at all reasonable hours, and shall permit Designer to photograph and otherwise document progress on the Project for Designer's records. Such photographs, if taken, shall be the property of the Designer, and may be used by the Designer for its business purposes. However, in no event shall Designer disclose the name of the Customer or the location of the Project without the prior written consent of the Customer. Customer shall also ensure proper communication among Designer, Customer, General Contractor, Architect and/or Engineer so as to minimize delays to the Project schedule and otherwise coordinate work on the Project.

## 3. **Selection of Materials and Accessories; Purchasing.**

Designer shall, where appropriate, select and/or specifically design required materials, including moveable furniture, furnishings, light fixtures, hardware, fixtures, accessories and other similar items. Selection of materials is made based upon aesthetic design criteria, and Designer assumes no responsibility for the quality of design or manufacture of any such material or item, the propriety of the installation of any such material or item, and does not warrant or otherwise guaranty the reliability, safety or durability of any such material or item. Designer may, in certain circumstances, purchase such materials or

items on behalf of Customer; however, the fact Designer makes such purchases shall in no way constitute any type of warranty or guaranty by the Designer and Designer expressly disclaims any warranty, whether express or implied, that would otherwise be associated with such purchased items. Customer acknowledges that Designer benefits from wholesale pricing arrangements and agrees that any items purchased by Designer on behalf of the Customer may be subject to a fee of up to ten percent (10%) of the price paid by Designer to its wholesale suppliers.

**4. Use of Design Materials; Ownership and Copyright.**

- A. Ownership and Copyright of Design Materials. All documentation produced by Designer, including, but not limited to, drawings, sketches, electronic media, photographs, models, or any other similar depiction of the Project, whether prepared by Designer or anyone acting on its behalf (including, but not limited to, Architect) ("Design Materials"), shall remain the property of the Designer and Designers shall retain all rights of ownership therein, including any applicable copyrights.
- B. Use of Design Materials. Customer and Customer's designees shall have the right to utilize these materials for the duration of this Project only, and shall not, without the prior written consent of Designer, provide the Design Materials to anyone for use in another project.

**5. Termination, Suspension or Abandonment.**

- A. Termination without cause. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. In such event, the Customer shall compensate Designer for services rendered prior to the termination date.
- B. Termination for nonpayment. If Customer fails to make payment when due, Designer may, upon seven (7) days written notice to Customer, withhold Design Materials and suspend performance of services under this Contract. Designer shall not be held liable for any claims or losses, whether sounding in tort, contract or negligence that may result there from.
- C. Suspension/Abandonment. If the Project is abandoned or suspended by the Customer for more than sixty (60) days, the Customer shall compensate Designer for services rendered prior to the suspension date. In the event the Project is resumed, the Designer shall be entitled to reasonable expenses associated with the resumption of services, including, but not limited to, any changes required in the Design Materials due to the suspension.

6. **Miscellaneous.**

- A. Severability; Headings. The invalidity of any provision of this Contract, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The Section headings used herein are for convenience only and shall not affect the interpretation of this Contract.
- B. Incorporation; Amendments; Binding Nature. This Contract contains all agreements of the parties with respect to any matter mentioned herein. No prior agreements or understanding pertaining to any such matter shall be effective. This Contract may be modified in writing only, signed by the parties in interest at the time of the modification. This Contract shall be binding upon and shall inure to the benefit of the parties, their personal representatives, heirs, devisees, successors, and assigns.
- C. Notices. Any notice required or permitted to be given hereunder shall be made in writing and delivered by certified mail, postage prepaid, to the following:
- |                              |                            |
|------------------------------|----------------------------|
| If to Designer:              | If to Customer:            |
| i5 design group, inc.        | Paducah Police Department  |
| c/o M. Chad Beyer, President | c/o Chief Brandon Barnhill |
| 401 Broadway                 | 1400 Broadway              |
| Paducah, Kentucky 42001      | Paducah, Kentucky 42001    |
- D. Waiver. The failure or delay of Designer to exercise any right or privilege granted to Designer hereunder, including, but not limited to, Designer providing additional services beyond the Scope of Work without requiring Customer to pay an additional fee(s), in any one or more instances, or the acceptance by Designer of partial performance of any kind hereunder shall not constitute a waiver of any such right or privilege, or extend or affect the rights or privileges granted to Designer hereunder.
- E. Choice of Law; Choice of Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky irrespective of any Conflict of Laws provision to the contrary. Any legal action arising out of this Agreement shall be brought in either McCracken Circuit Court or the United States District Court for the Western District of Kentucky, Paducah Division, or any successor to such courts.
- F. Attorney Fees. If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorney fees to be paid by the losing party.

G. LIMITATION OF LIABILITY AND INDEMNIFICATION.

DESIGNER SHALL NOT BE LIABLE TO CUSTOMER WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, BUT WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST REVENUES, LOST SAVINGS SUFFERED BY THE CUSTOMER, LOSS OF BUSINESS SUFFERED BY THE CUSTOMER, ITS ASSIGNEE OR OTHER TRANSFEREE (SHOULD THE DESIGNER PERMIT SUCH ASSIGNMENT OR TRANSFER) OTHERWISE OR IN ANY OTHER MANNER CONNECTED WITH THE ACTIVITIES OF CUSTOMER UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND AND REGARDLESS OF WHETHER THE DESIGNER KNOWS THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. DESIGNER'S SOLE LIABILITY TO THE CUSTOMER, AND THE CUSTOMER'S SOLE REMEDY FOR ANY BREACH OF THIS CONTRACT OR OF ANY OTHER OBLIGATION UNDER THIS CONTRACT SHALL BE A REFUND OF THE DESIGN FEES SET FORTH IN THE SCHEDULE OF WORK.

H. Force Majeure. Designer shall not be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, including, but not limited to, acts of nature, acts of civil or military authority, governmental regulation, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages (including strikes), power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the control of Designer and without its fault or negligence. In the event of a Force Majeure Event, Designer shall provide prompt notice to Customer and shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event.

I. Definitions. The following terms, as used in this Contract, shall be assigned those definitions set forth below:

1. Architect. "Architect" shall mean J. Patrick Kerr, Architects, Inc. Customer's Architect designated to provide architectural services in connection with the Project.

2. *Design Fees.* "Design Fees" shall mean those fees set forth on the attached scope of work, along with any additional fee(s) which may be agreed to by the parties.
3. *Engineer.* "Engineer" shall mean S.E. Engineering, and/or any registered professional engineer or engineering firm, including, but not limited to, civil engineers, structural engineers, electrical engineers, or other similar professionals, retained by Customer or Customer's designee to provide professional engineering services in connection with the Project.
4. *General Contractor.* "General Contractor" shall mean the general contractor performing work on the Project, and any subcontractor, agent, employee, or other designee of the general contractor performing work on the Project.
5. *Project.* "Project" shall mean that design project set forth on the attached Scope of Work.
6. *Scope of Work.* "Scope of Work" shall mean that letter of intent, outlining the proposed project to be undertaken by Designer, attached to, and incorporated in, this Contract.

- J. Payment. The project shall be invoiced monthly based on percentage of completion of the attached Scope of Work, Exhibit A. Payment for Design Fees shall be due within thirty (30) days of the invoice date. A service charge of ten percent (10%) per month shall be added to any Design Fees not paid within thirty (30) days.
- K. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument, provided, however, that each such document appear in its original typewritten form without strike-throughs, deletions, additions or modifications of any type.

IN WITNESS HEREOF, the parties hereto have duly executed this Contract effective the date first above written.

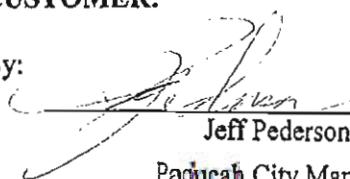
**DESIGNER:**

By:

  
M. Chad Beyer, President  
i5 design group, inc.

**CUSTOMER:**

By:

  
Jeff Pederson  
Paducah City Manager



design group, inc

**Exhibit A**

I5 Design Group & J. Patrick Kerr, Architects, Inc. fee: \$13,200

S.E. Engineering fee: \$5,530

Total Fee Amount: \$18,730.00

i5 design group, inc  
401 Broadway Street - Paducah KY  
270.444.0305



**i5 design group inc**

Paducah, KY 42001

(P) 270-444-0305

(F) 270-444-0310

**Invoice**

Date	Invoices #
6/3/2016	1727

PAID 7-22-16  
ch # 213 269

RECEIVED

ENGINEERING DEPARTMENT

<b>Bill To</b>
Paducah Police Dept Chief Brandon Barnhill 1400 Broadway Paducah Ky 42001

P.O. No.	Terms	Project

Item	Quantity	Description	Rate	Amount
Construction Obs...	1.5	In-Construction Phase-Construction Observation Meeting on site with Michael	125.00	187.50
Construction Obs...	0.5	In-Construction Phase-Construction Observation on-site with Michael	125.00	62.50
Construction Obs...	2	In-Construction Phase-Construction Observation ICP-CO-1.5 phone call with Chris Ferrell about lighting issues at rear hallway, door submittal in triplicate, getting all submittals to Angela and Chris		0.00
Construction Obs...	1	In-Construction Phase-Construction Observation ICP-CO-1 HVAC issue, coordinate with Fiers and SE Engineering, phone call to Roger Byrd at inspection department, phone call with Fiers HVAC, phone call with SE Engineering	85.00	85.00
Project Meeting	2	Construction Documents Phase-Project Meeting CD-CD-2 review storefront submittal, review awning submittal, selecting colors for both, drywall submittal, start door submittal		0.00
Construction Obs...	1	In-Construction Phase-Construction Observation ICP-CO-1 on site meeting with rick murphy and contractor	85.00	85.00
Construction Obs...	1.5	In-Construction Phase-Construction Observation ICP-CO-1 paint submittal review, signage submittal review	85.00	127.50
Construction Obs...	1.5	In-Construction Phase-Construction Observation ICP-CO-1.5 meeting on site, correspondence with Angela at Engineering, submittal review	85.00	127.50
Sourcing and Spe...	1	In-Construction Phase-Sourcing and Specifying ICP-SS-1 grout submittal to Midstates, picking font for numbering on front of building.		0.00
		6.00% <i>AVD - Kelle-521-4207 PS 0088 REQ # 97209</i>	6.00%	0.00

Thank you for the opportunity to assist with your project.	<i>P.O. # 194421 VWD 7-22-16</i>	<b>Total</b>	\$675.00
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*M. Chad B... [Signature]*

# Agenda Action Form Paducah City Commission

Meeting Date: 11/01/16

Short Title:

Request for an Ordinance authorizing payment to a vendor for an aggregate amount over \$20,000 in the amount of \$30,476.60.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Kevin McKellips  
Presentation By: Steve Kyle

Background Information:

This is for the purchase of five different pieces of rescue equipment from P & L Rescue Services LLC totaling \$30,476.60. No one item is over twenty thousand dollars (\$20,000) so no 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 2016 budget.

 11/26/2016  
Finance

Account Name: Fire Hoses/Rescue Equipment  
Account Number: 001-1802-552-40-13

Staff Recommendation:

Staff recommends adoption of ordinance authorizing payment of \$30,476.60 to P & L Rescue Services LLC.

Attachments:

 Department Head	City Clerk	City Manager
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ORDINANCE NO. 2016-11-\_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO P & L RESCUE SERVICES, LLC FOR THE PURCHASE OF RESCUE EQUIPMENT TO BE USED BY THE PADUCAH FIRE DEPARTMENT

WHEREAS, the City of Paducah Fire Department received five separate quotes from P & L Rescue Services, LLC to purchase rescue equipment; 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, the aggregate amount of the purchases totals \$30,476.60; and

WHEREAS, the Fire Department wishes for the Board of Commissioners to approve the purchase of the rescue equipment.

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 the amount of \$30,476.60 to P & L Rescue Services, LLC for the purchase of the rescue equipment listed below to be used by the Paducah Fire Department:

GENESIS C236 E-FORCE 2.0 CUTTER	\$10,195.00
GENESIS S45-SL 2.0 SPREADER	9,700.00
GENESIS 2136 RAM 2.0	7,945.00
GENESIS 28V 5AH BATTERY	390.00
GENESIS E28 EPACK	2,246.60

SECTION 2. These expenditures will be charged to account no. 001-1802-522-4013.

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, November 1, 2016

Adopted by the Board of Commissioners, November 15, 2016

Recorded by Tammara S. Sanderson, City Clerk, November 15, 2016

Publication by The Paducah Sun, \_\_\_\_\_

\ord\fire\rescue tools purchase 11-2016

PURCHASE REQUISITION NBR: 0000098439

STATUS: NEEDS ADDITIONAL INFO  
REASON: PURCHASE REPLACEMENT EXTRICATION TOOLS  
DATE: 10/18/16

SHIP TO LOCATION: FIRE -ADMINISTRATION  
SUGGESTED VENDOR: 3158 P & L RESCUE SERVICES LLC  
DELIVER BY DATE: 11/15/16

REQUISITION BY: PRATHMAN

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	GENESIS C236 EFORCE 2.0 CUTTER COMMODITY: EQUIPMENT MAINTENANCE, RE SUBCOMMOD: FIRE FIGHTING EQUIPMENT M	1.00	EA	10195.0000	10195.00	C236/2.0
2	GENESIS S45-SL 2.0 SPREADER COMMODITY: EQUIPMENT MAINTENANCE, RE SUBCOMMOD: FIRE FIGHTING EQUIPMENT M	1.00	EA	9700.0000	9700.00	S45-SL/2.0
3	GENESIS 2136 RAM 2.0 COMMODITY: EQUIPMENT MAINTENANCE, RE SUBCOMMOD: FIRE FIGHTING EQUIPMENT M	1.00	EA	7945.0000	7945.00	21-36 EFORCE 2.0 RAM
4	GENESIS 28V 5AH BATTERY COMMODITY: EQUIPMENT MAINTENANCE, RE SUBCOMMOD: FIRE FIGHTING EQUIPMENT M	2.00	EA	195.0000	390.00	28V GENESIS BATT
5	GENESIS E28 EPACK COMMODITY: EQUIPMENT MAINTENANCE, RE SUBCOMMOD: FIRE FIGHTING EQUIPMENT M	2.00	EA	1123.3000	2246.60	E28 EPACK
				REQUISITION TOTAL:	30476.60	

REQUISITION QUOTES

SELECTED VENDOR: 30651.6000  
31030.0000  
1.0000

VENDOR NAME  
3158 P & L RESCUE SERVICES LLC  
HIGH TECH RESCUE  
1882 FINLEY FIRE EQUIPMENT CO INC

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00118025224013	Rolling Stock	100.00	10195.00
2	00118025224013	Fire Hoses/Rescue Equipment	100.00	9790.00
3	00118025224013	Rolling Stock	100.00	7945.00
4	00118025224013	Fire Hoses/Rescue Equipment	100.00	390.00
5	00118025224013	Rolling Stock	100.00	2246.60
				30476.60

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:  
THE QUOTED FRIGHT FOR THIS ORDER IS \$175.00...///  
THREE QUOTES RECEIVED, AN AGENDA ACTION FORM IS BE  
ING FILLED OUT...///RRR