



CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 14, 2017
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE - Addie Rogers, PTHS Sophomore

ADDITIONS/DELETIONS

	I.	<u>MINUTES</u>
	II.	<u>APPOINTMENTS</u>
		A. Paducah Human Rights Commission
		B. Commissioners of Water Works
		C. Paducah Board of Adjustment
	III.	<u>MOTION</u>
		A. R & F Documents
	IV.	<u>MUNICIPAL ORDER</u>
		A. Personnel Actions
		B. Encroachment Agreement with Musselman Properties, LLC – R. MURPHY
	V.	<u>ORDINANCE(S) – ADOPTION</u>
		A. Amend Ordinance for Artist Setup Area – S. ERVIN
	VI.	<u>ORDINANCE(S) – INTRODUCTION</u>
		A. Final Annexation for Tri-State Construction Property – S. ERVIN
		B. Zone Change for Tri-State Construction Property – S. ERVIN
		C. Agreement for Concrete Ready-Mix for 2017-2018 – R. MURPHY
		D. Pavement Marking Contract 2017-2018 – R. MURPHY
		E. Contract for 2017-2018 Equipment Rental – R. MURPHY
	VII.	<u>CITY MANAGER REPORT</u>

	VIII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	IX.	<u>PUBLIC COMMENTS</u>
	X.	<u>EXECUTIVE SESSION</u>

FEBRUARY 14, 2017

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

DOCUMENTS

1. Assistant Agreement with the Kentucky Infrastructure Authority for Water System Improvements (MO # 1929)
2. City of Paducah Financial Report for period ending December 31, 2016

BIDS FOR ENGINEERING PUBLIC WORKS

Concrete Ready-Mix 2017-2018

1. Kotter Ready Mix
2. Federal Materials *

2017-2018 Equipment Rental

1. Central Paving
2. Danny Cope & Sons *
3. Harper Construction

2017-2018 Pavement Marking Contract

1. Brehm Striping Co. *

CITY OF PADUCAH
February 14, 2017

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

City Manager's Signature

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
February 14, 2017

NEW HIRE - FULL-TIME (FT)

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>POLICE OPERATIONS</u>					
Townsend, Mitchell W	Recruit Officer	\$20.69/Hr	NCS	Non-Ex	March 2, 2017
Winebarger, Adam K	Recruit Officer	\$20.69/Hr	NCS	Non-Ex	March 2, 2017

TERMINATIONS - FULL-TIME (FT)

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
<u>911 COMMUNICATIONS</u>			
Lott, Kardata L	Telecommunicator	Resignation	January 20, 2017
Legacy, Lewis	911 Shift Supervisor	Resignation	February 1, 2017
<u>POLICE OPERATIONS</u>			
Neihoff, Cindy L.	Police Patrol Officer	Termination	February 10, 2017

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>PARKS SERVICES</u>					
Wilson, Lessa	Executive Assistant I \$17.85/Hr	Executive Assistant I \$18.48/Hr	NCS	Non-Ex	February 2, 2017
<u>POLICE OPERATIONS</u>					
Antonites, Nathan A	Police Patrol Officer \$24.15/Hr	Police Sergeant \$26.47/Hr	NCS	Non-Ex	February 16, 2017
Craven, Shawn P	Police Patrol Officer \$23.87/Hr	Police Sergeant \$26.37/Hr	NCS	Non-Ex	February 16, 2017
<u>FIRE</u>					
Kyle, Stephen D.	Fire Chief \$48.28/Hr	Fire Chief \$50.21/Hr.	NCS	Ex	February 16, 2017

Agenda Action Form Paducah City Commission

Meeting Date: February 14, 2017

Short Title: Encroachment Agreement with Musselman Properties, LLC adjacent to Labelle Avenue.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Amy Nuckolls, EPW, Executive Assistant I
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

Musselman Properties, LLC located at 500 South Friendship Road has requested use of a pre-existing concrete platform and the construction of new stairs encroaching upon the right of way of Labelle Avenue. This encroachment will be located along the Eastern right of way of Labelle Avenue and also being located adjacent to the Grantee's property located at 3121 Broadway. A depiction of the encroachment area is attached as Appendix "A".

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

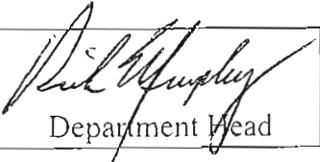
Finance

Staff Recommendation:

To adopt a Municipal Order authorizing the Mayor to execute an Encroachment Agreement with Musselman Properties, LLC located at 500 South Friendship Road for utilization of the right of way of Labelle Avenue for continued use of the existing concrete platform and the construction of new stairs.

Attachments:

Encroachment Agreement with Appendix "A"

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND MUSSELMAN PROPERTIES, LLC FOR AN ENCROACHMENT ALONG THE EASTERN RIGHT-OF-WAY OF LABELLE AVENUE LOCATED ADJACENT TO MUSSELMAN'S PROPERTY AT 3121 BROADWAY FOR CONTINUED USE OF AN EXISTING CONCRETE PLATFORM AND CONSTRUCTION OF NEW STAIRS

WHEREAS, Musselman Properties, LLC is the owner of property located at 3121 Broadway, situated in McCracken County, Paducah, Kentucky; and

WHEREAS, the City of Paducah is the owner of a portion of Labelle Avenue right-of-way located adjacent to 3121 Broadway, situated in McCracken County, Paducah, Kentucky; and

WHEREAS, Musselman Properties is desirous of encroaching upon and utilizing a portion of the eastern right of way of Labelle Avenue for continued use of an existing concrete platform and the construction of new stairs as means of ingress and egress; and

WHEREAS, the City is desirous of permitting the aforesaid encroachment by Musselman Properties; and

WHEREAS, the City of Paducah and Musselman Properties, LLC have now entered into an agreement pertaining to the foregoing and do desire that same be set forth in writing and be made part of the public records of the City of Paducah, Kentucky, and recorded in the office of the County Court Clerk of McCracken County, Kentucky.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to enter into an Encroachment Agreement with Musselman Properties, LLC for construction of new stairs and continued use of an existing concrete platform located along the eastern right-of-way of Labelle Avenue and also located adjacent to Musselman's property located at 3121 Broadway.

SECTION 2. This order shall be in full force and effect from and after the date of its adoption.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners February 14, 2017
Recorded by Tammara S. Sanderson, City Clerk, February 14, 2017
\\mo\encroachment-Labelle Ave-Musselman Properties

ENCROACHMENT AGREEMENT

THIS AGREEMENT made and entered into on this the _____ day of _____, 2017 by and between the **CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation, duly organized and existing under the laws of the Commonwealth of Kentucky, P. O. Box 2267, Paducah, Kentucky 42002-2267, hereinafter referred to as "Grantor", and **MUSSELMAN PROPERTIES, LLC**, a Limited Liability Corporation of Illinois, 500 South Friendship RD, Paducah, Kentucky 42003, hereinafter referred to as "Grantee";

WITNESSETH

WHEREAS, Grantee is the owner of property located at 3121 Broadway known as Musselman Properties, as conveyed by Deed dated January 4, 2014, recorded in Deed Book 1245 Page 319 in the office of the County Clerk of McCracken County, Kentucky, and being situated in Paducah, Kentucky; and

WHEREAS, Grantor is the owner of a portion the Labelle Avenue Right of Way located adjacent to 3121 Broadway, situated in Paducah, Kentucky; and

WHEREAS, Grantee is desirous of encroaching upon and utilizing a portion of the right of way of Labelle Avenue for continued use of existing concrete platform and the construction of new stairs as a means of ingress and egress from the same.; and shown on "Appendix A"

WHEREAS, Grantor is desirous of permitting the aforesaid encroachment by Grantee, and

WHEREAS, Grantor and Grantee have now entered into an agreement pertaining to the foregoing and do desire that same be set forth in writing and be made part of the public records of the City of Paducah, Kentucky, and recorded in the office of the County Court Clerk of McCracken County, Kentucky.

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

1. The Grantor hereby agrees to allow an encroachment by Grantee of existing concrete platform and new stairs, hereinafter "Encroachment", to be located along the Eastern right of way of Labelle Avenue and also being located adjacent to Grantee's property located at 3121 Broadway. Said encroachment area shall be

6'-0" in width and 28'-0" in length and 2'-0" in width and 7'-0" in length. A depiction of the "Encroachment" is attached hereto as Appendix "A".

2. It is expressly understood and agreed that Grantee shall, at its own expense, install the facilities and all related appurtenances associated with the "Encroachment", which shall be in accordance with the specifications of the City of Paducah and subject to the prior approval by the City Engineer-Public Works Director. No construction shall commence until all appropriate permits have been obtained from all required departments of the City of Paducah, Kentucky. Subsequent to obtaining the required permits and the installation of the facilities associated with the "Encroachment", no enlargement, nor modifications shall be made in the future without the prior written consent of the City Engineer-Public Works Director.
3. It is expressly understood and agreed by and between Grantee and Grantor, that Grantee shall, at its own expense, repair any or all damage done within the adjacent right of way occasioned by the installation, maintenance, repair, and/or removal of the facilities associated with the "Encroachment" as may be reasonably required in the sole discretion of the City Engineer-Public Works Director.
4. Grantee covenants that it shall at all times maintain the Encroachment area, facilities, and all related appurtenances in good repair and operating condition.
5. In the event the Grantee does not maintain the Encroachment area, facilities, and all related appurtenances in good repair and operating condition or ceases to operate its commercial business at this aforementioned location, the Grantee shall remove all facilities and related appurtenances associated with the "Encroachment."
6. If for any reason the facilities associated with the "Encroachment" and all related appurtenances are removed by the Grantee, then this Encroachment Agreement shall at such time terminate.
7. The duration of this permit for Encroachment shall be deemed "at will", and shall terminate at such time the City Engineer-Public Works Director for the City of Paducah finds, in his sole and absolute discretion, that due to a public purpose it is in the best interest of Grantor to terminate said "Encroachment". In such an event, this Encroachment Agreement shall terminate, and Grantee shall remove the "Encroachment" and all related appurtenances within 60 days of receiving prior notice from the City Engineer-Public Works Director. In the event Grantee does not remove the "Encroachment" subsequent to the 60-day period, Grantor may

remove said "Encroachment", with removal expenses being the responsibility of the Grantee.

8. It is expressly understood and agreed by and between Grantor and Grantee that the Grantor's rights in and to the Encroachment and the surrounding area adjacent to the "Encroachment" are superior and paramount to the right of the use of Grantee. The Grantee shall in no way impair the right of Grantor to use the Encroachment and the aforesaid surrounding area and right of way.
9. Grantee shall maintain comprehensive general liability insurance covering the "Encroachment" in an amount agreeable to the City Manager, or his designee, with a reputable insurance company, which policy shall name the City of Paducah as an additional insured in respect to the Encroachment. The general liability certificate of insurance shall be presented to the City prior to the installation of the "Encroachment".
10. It is expressly understood and agreed that Grantee shall hereby fully release and discharge Grantor from, and shall fully protect, indemnify, and keep and save Grantor harmless from any and all liability, costs, damages and expenses, including reasonable attorney fees, incident to injury (including injury resulting in death) of persons, or damage to or destruction of property arising out of or in any way connected with the use of the Encroachment granted herein by Grantee or Grantee's employees, invitees, licensees, or customers, whether by omission or commission.
11. The covenants, terms, conditions, and obligations set forth herein and contained in this agreement shall be binding upon and inure to the benefit of Grantor and Grantee, their successors and assigns.
12. Grantee expressly understands and agrees that it may not convey any interest, right, or title in and to the Encroachment or this Agreement without the prior written consent from the City Engineer-Public Works Director.

IN WITNESS WHEREOF, the parties hereto have set their hands on this date first above written.

**GRANTOR:
THE CITY OF PADUCAH**

BY _____
Brandi Harless, Mayor

GRANTEE:
MUSSELMAN PROPERTIES, LLC

BY EEU
Name Edward Musselman
Title Managing Member

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was sworn and acknowledged before me on this _____ day of _____, 20__, by Brandi Harless, Mayor of the City of Paducah, Kentucky, Grantor.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE

SEAL

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was sworn and acknowledged before me on this 17th day of January, 2017, by Ed Musselman, Managing Member title, for Musselman Properties, LLC, _____, Grantee.

My commission expires 4/12/18.

Osbelly Adams

NOTARY PUBLIC, STATE AT LARGE

SEAL

Prepared by:

Denton Law Firm
P O Box 929
Paducah KY 42002-0929

Agenda Action Form

Paducah City Commission

Meeting Date: February 7, 2017

Short Title: Artist Setup Area Text Amendments

Ordinance Emergency Municipal Order Resolution

Staff Work By: Melinda Winchester

Presentation By: Stephen Ervin

Background Information:

The intent of the Artist Setup Area Text Amendment is to streamline the application and administration process within the City of Paducah Planning Department of the Artists Setup Area at the Gazebo and Texaco Station. The amendment will also align the permit fees and structure with the City of Paducah's Finance Department.

Staff Recommendation:

Approval of text changes

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

Finance

Motion:

Attachments:
Planning Commission Resolution

 Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: February 14, 2017

Short Title: Annex Tri-State Construction Property

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer
Presentation By: Stephen Ervin

Background Information:

The intent of this agenda item is to annex 2901 & 2905 Lone Oak Road, 2825 Maryland Street and adjacent Lone Oak Road Right-of-Way into the City of Paducah. A new retail building is proposed to be constructed at this location. Mr. Billy Brooks with Tri-State Construction requested annexation into the City via letter dated November 17, 2016. The City Commission adopted Ordinance #2017-1-8466, which expressed the City's intent to annex this property, on January 24, 2017. This ordinance will officially annex 2901 & 2905 Lone Oak Road, 2825 Maryland Street and adjacent Lone Oak Road Right-of-Way into the City of Paducah.

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

Finance

Motion:

Attachments:

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2017-2-_____

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

WHEREAS, the City of Paducah adopted Ordinance No. 2017-1-8466 declaring its intent to annex tracts of property containing 1.922 acres located at 2901 & 2905 Lone Oak Road and 2825 Maryland Street; and

WHEREAS, the tracts of property are contiguous to the present city limits, are urban in character and currently commercially developed; and

WHEREAS, the owner of the tracts of property requested such annexation in writing to the Board of Commissioners of the City of Paducah.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

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

Lying along Lone Oak Road (U.S Highway 45) and Maryland Street including Tri State Construction Inc. property recorded in Deed Book 1312, pages 324, 329 and 357 and shown as Lots 1, 2, and 4 per "Waiver of Subdivision for Novell Clark" recorded in Plat Section "G", page 246, McCracken County Court Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap no. 2105 set in the existing Corporate Limits to the City of Paducah at its intersection with Northwesterly right-of-way line of Lone Oak Road (U.S. Highway 45); THENCE FROM SAID POINT OF BEGINNING S 79°26'27" E with the existing corporate limits to said City of Paducah and passing an existing mag nail in concrete at 70.24 feet for a total distance of 70.63 feet to a point in the Southeasterly right-of-way line of Lone Oak Road at a corner to said existing corporate limits to the City of Paducah; thence Southwestwardly with the Southeasterly right-of-way line of said Lone Oak Road and with a curve to the right having a radius of 2,576.50 feet (a chord being S 35°03'54" W 161.12 feet) a distance of 161.15 feet to a point at the end of said curve; thence S 74°59'23" E and continuing with said Southeasterly right-of-way line 8.22 feet to an existing ½" rebar

(bent) at a property corner between the David and Carolyn Perry property per Deed Book 805, page 472 and the William and Donna Gore Revocable Living Trust property per Deed Book 940, page 103; thence Southwestwardly with the Southeasterly right-of-way line of said Lone Oak Road for the following 2 calls; S 35°05'37" W 80.07 feet to a point; and S 42°08'02" W 97.32' feet to a point at its intersection with the Northeasterly right-of-way line of Augusta Avenue; thence S 39°09'07" W and crossing Augusta Avenue 53.22 feet to a point in the Southwesterly right-of-way line of said Augusta Avenue; thence S 25°53'53" E with a the Southwesterly right-of-way line of said Augusta Avenue 11.88 feet to a point in the Southeasterly right-of-way line of aforesaid Lone Oak Road; thence Southwestwardly with the Southeasterly right-of-way line of said Lone Oak Road for the following 3 calls: S 42°07'53" W 12.44 feet to a point; N 47°43'53" W 12.50 feet to a point; and S 44°31'29" W 35.14 feet to a point at its intersection with the Southwesterly line, projected Southeastwardly of Lot 4 to Waiver of Subdivision for Novell Clark per Plat Section "G", page 246; thence N 42°49'53" W with said projected Southwesterly line of said Lot 4 and crossing aforesaid Lone Oak Road 72.55 feet to an existing ½" rebar in the Northwesterly right-of-way line of said Lone Oak Road and at the Southeasterly corner of said Lot 4 per Plat Section "G", page 246; thence N 42°49'53" W with the Southeasterly line of said Lot 4, 184.83 feet to an existing ½" rebar with cap (illegible) at the Southwesterly corner thereof; thence N 44°07'58" E with the Westerly line of said Lot 4, 113.90 feet to a ½" rebar with cap no. 2105 set at the Northwesterly corner of said Lot 4 and the Southwest corner of Lot 2 per said Waiver of Subdivision for Novell Clark per Plat Section "G", page 246; thence N 2°17'05" W with the Westerly line of said Lot 2, 86.65 feet to a mag nail set in concrete at the Northwest corner of said Lot 2 and a point in the Southerly right-of-way line of Maryland Street; thence Southeastwardly with the Southerly right-of-way line of said Maryland Street for the follows 3 calls: Southeastwardly with a curve to the right having a radius of 415.74 feet (a chord being S 85°41'45" E 92.20 feet) a distance of 92.39 feet to a railroad spike set; S 79°19'45" E 166.39 feet to a ½" rebar with cap no. 2105 set at the beginning of a radius curve to the right having a radius of 19.00 feet; and Southeastwardly with said radius curve to the right (a chord being S 6°19'15" E 12.29 feet) a distance of 12.52 feet to a ½" rebar with cap no. 2105 set at the end of said radius curve at its intersection with the Northwesterly right-of-way line of aforesaid Lone Oak Road; thence N 35°30'49" E and crossing Maryland Street 67.97 feet to the Point of Beginning and containing 1.922 Acres as shown on "Annexation Plat for Tri State Construction Inc." prepared by Shawnee Professional Services dated December 21, 2016.

The above Legal Description was written by Rod H. Martin, Kentucky Licensed Surveyor, on the 21th day of December, 2016 and is correct to the best of my knowledge and belief.

Kentucky Professional Land Surveyor No. 2105

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 14, 2017

Adopted by the Board of Commissioners, February 21, 2017

Recorded by Tammara S. Sanderson, City Clerk, February 21, 2017

Published by The Paducah Sun, _____

\ord\plan\final-annex -(Tri-State Construction) 2901 & 2905 Lone Oak Rd and 2825
Maryland

Agenda Action Form

Paducah City Commission

Meeting Date: February 14, 2017

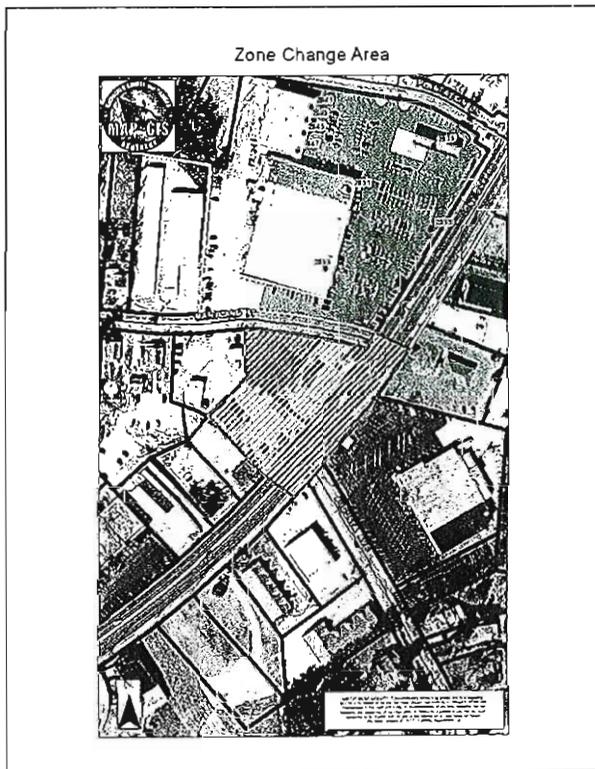
Short Title: Tri-State Construction Company Zone Change

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:



Key Components:

The applicant, Tri-State Construction Company, is requesting a zone change for 2901 & 2905 Lone Oak Road and 2825 Maryland Street from R-1 (Low Density Residential Zone) to HBD (Highway Business District). An intent to annex ordinance was adopted by the City Commission on January 24, 2017. This zone change request was initiated because the property owners petitioned the City of Paducah for annexation. When property is annexed into the City, it receives an automatic R-1 Low Density Residential designation, pursuant to Section 126-32 of the Paducah Zoning Ordinance.

A new retail strip center is proposed for this site. Retail and restaurant uses are principally permitted in the HBD, pursuant to Section 126-115 (1) of the Paducah Zoning Ordinance. The property to the north of these parcels (Banks

Market) is zoned HBD. Therefore, this would be a continuation of the Highway Business District.

Site Data:

Area: 1.922 acres

Public Utilities: Adequate water and sewer service available.

Public Services: Sanitation, police and fire service available.

Physical Characteristics: Each of the three lots contains one vacant building, which will be demolished.

Development Plan:

A 13,550 square foot retail strip center is proposed. Staff has reviewed the plan and relayed to the Engineer that:

- The two parking spaces off Maryland Street will need to be removed because vehicles parked there will back into the Right-of-Way of Maryland Street.
- All points of ingress/egress to either remain open or be closed should be better defined on the final site plan.
- Eight trees will be required.

These comments will not impede the submittal of a final site plan.

Land Use Patterns:

This section of Lone Oak Road has an established urban fabric. Banks Market is located north of this site across Maryland Street. Owen’s Cleaners, Cape Electrical Supply, Southfork Lighting and O’Reilly Auto Parts are located on the east side of Lone Oak Road. A medical weight loss clinic is located south of this site.

Adjacent Properties:

North: Maryland Street and Banks Market.

East: Lone Oak Road and various businesses.

South: Medical weight loss clinic.

West: Portable building sales and two single-family homes.

Zoning:

HBD Highway Business District to the north. McCracken County Commercial “C” to the east, south and west. The parcels are proposed to be rezoned to HBD as follows:

Sec. 126-116. Highway Business District, HBD.

The intent of this district is to provide appropriate space and sufficient depth from the street to satisfy the needs of modern commercial development where access is entirely dependent on motor vehicle trade, and to encourage the development of these locations with such uses and in such a manner as to minimize traffic hazards and interference with other uses.

- (1) Permitted uses.
 - a. Any use permitted in the B-3 Zone

- b. Automobile service and repair establishments, including gasoline service stations, repair garages and automatic car-washing establishments;
 - c. Hotels and motels;
 - d. Recreational uses such as amusement parks, bowling alleys and roller-skating; archery ranges; miniature golf, golf-driving ranges and other similar recreational activities;
 - e. Souvenir shops, roadside stands and curio shops when incidental to another permitted use;
 - f. Office buildings;
 - g. Retail establishments (product processing is allowed only if the products are sold at retail on the premises);
 - h. Restaurants and eating establishments;
 - i. Commercial parking lots and parking garages;
 - j. Theaters.
- (2) Area regulations. The following requirements shall apply to all non-residential uses permitted in this district. All residential uses shall comply with the requirements of the R-4 Zone:
- a. Front yard. All buildings shall be set back from the street right-of-way line not less than 50 feet, except where a parallel access road is provided with construction requirements which meet the standards of the city street plan.
 - b. Side yard. The width of any side yard which abuts a residential district shall not be less than 25 feet. In all other cases each side yard shall not be less than 12 feet.
 - c. Rear yard. Each lot shall have a rear yard of not less than ten feet. Where a commercial building is serviced from the rear, there shall be a rear yard of not less than 30 feet; the depth of a rear yard which abuts a residential district shall not be less than 30 feet.
 - d. Lot width. Each lot shall have a width at the front building line of not less than 75 feet.
 - e. Lot area. There shall be a minimum lot area of not less than 10,000 square feet.
 - f. Height requirements. None.
 - g. Parking requirements. Same as section 126-71.
 - h. Highway access. All points of ingress and egress to major arterials shall be at least 350 feet from the ramp pavement transition point of highway interchanges.

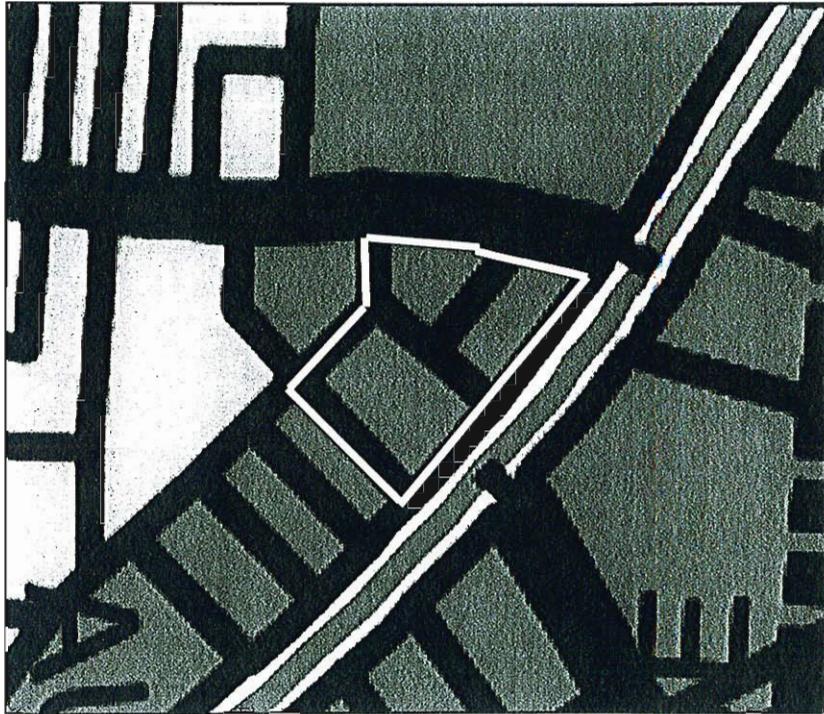
Findings required for map amendment:

KRS – 100.213 Before any map amendment is granted, the Planning Commission must find that the map amendment is in agreement with the comprehensive plan, or in the absence of such a finding, that one or more of the following apply and such findings shall be recorded in the minutes and records of the Planning Commission and City Commission:

That the existing zoning classification given to the property is inappropriate and the proposed zoning classification is appropriate; or

That there have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the comprehensive plan and which have substantially altered the basic character of the area.

Staff Analysis – The area proposed to be re-zoned is in compliance with the Future Land Use Map. The Future Land Use Map shows the area to be zoned “Commercial”. A retail building is principally permitted in the Highway Business District.



At the February 6, 2017 Planning Commission meeting, a recommendation to change the zoning to Highway Business District (HBD) was forwarded to the City Commission.

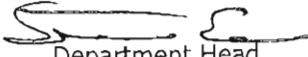
Funds Available: Account Name: N/A
Account Number: N/A

Finance

Motion:

Attachments:

Planning Commission Resolution
Zone Change Map/Development Plan

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2017-2-_____

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO HBD (HIGHWAY BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 2901 & 2905 LONE OAK ROAD AND 2825 MARYLAND STREET

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That a resolution passed by the Paducah Planning Commission on February 6, 2017, and entitled, "A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO HBD (HIGHWAY BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 2901 & 2905 LONE OAK ROAD AND 2825 MARYLAND STREET," be approved as the final report of said Commission respecting the matters therein set forth.

SECTION 2. That the zone classification and map amendment proposed in said resolution be and the same are hereby declared to be in agreement with the Comprehensive Plan of the City of Paducah.

SECTION 3. That the zone classification of the following described property be and it is hereby changed from R-1 (Low Density Residential Zone) to HBD (Highway Business District):

Lying along Lone Oak Road (U.S Highway 45) and Maryland Street including Tri State Construction Inc. property recorded in Deed Book 1312, pages 324, 329 and 357 and shown as Lots 1, 2, and 4 per "Waiver of Subdivision for Novell Clark" recorded in Plat Section "G", page 246, McCracken County Court Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap no. 2105 set in the existing Corporate Limits to the City of Paducah at its intersection with Northwesterly right-of-way line of Lone Oak Road (U.S. Highway 45); THENCE FROM SAID POINT OF BEGINNING S 79°26'27" E with the existing corporate limits to said City of Paducah and passing an existing mag nail in concrete at 70.24 feet for a total distance of 70.63 feet to a point in the Southeasterly right-of-way line of Lone Oak Road at a corner to said existing corporate limits to the City of Paducah; thence Southwestwardly with the

Southeasterly right-of-way line of said Lone Oak Road and with a curve to the right having a radius of 2,576.50 feet (a chord being S 35°03'54" W 161.12 feet) a distance of 161.15 feet to a point at the end of said curve; thence S 74°59'23" E and continuing with said Southeasterly right-of-way line 8.22 feet to an existing ½" rebar (bent) at a property corner between the David and Carolyn Perry property per Deed Book 805, page 472 and the William and Donna Gore Revocable Living Trust property per Deed Book 940, page 103; thence Southwestwardly with the Southeasterly right-of-way line of said Lone Oak Road for the following 2 calls; S 35°05'37" W 80.07 feet to a point; and S 42°08'02" W 97.32' feet to a point at its intersection with the Northeasterly right-of-way line of Augusta Avenue; thence S 39°09'07" W and crossing Augusta Avenue 53.22 feet to a point in the Southwesterly right-of-way line of said Augusta Avenue; thence S 25°53'53" E with a the Southwesterly right-of-way line of said Augusta Avenue 11.88 feet to a point in the Southeasterly right-of-way line of aforesaid Lone Oak Road; thence Southwestwardly with the Southeasterly right-of-way line of said Lone Oak Road for the following 3 calls: S 42°07'53" W 12.44 feet to a point; N 47°43'53" W 12.50 feet to a point; and S 44°31'29" W 35.14 feet to a point at its intersection with the Southwesterly line, projected Southeastwardly of Lot 4 to Waiver of Subdivision for Novell Clark per Plat Section "G", page 246; thence N 42°49'53" W with said projected Southwesterly line of said Lot 4 and crossing aforesaid Lone Oak Road 72.55 feet to an existing ½" rebar in the Northwesterly right-of-way line of said Lone Oak Road and at the Southeasterly corner of said Lot 4 per Plat Section "G", page 246; thence N 42°49'53" W with the Southeasterly line of said Lot 4, 184.83 feet to an existing ½" rebar with cap (illegible) at the Southwesterly corner thereof; thence N 44°07'58" E with the Westerly line of said Lot 4, 113.90 feet to a ½" rebar with cap no. 2105 set at the Northwesterly corner of said Lot 4 and the Southwest corner of Lot 2 per said Waiver of Subdivision for Novell Clark per Plat Section "G", page 246; thence N 2°17'05" W with the Westerly line of said Lot 2, 86.65 feet to a mag nail set in concrete at the Northwest corner of said Lot 2 and a point in the Southerly right-of-way line of Maryland Street; thence Southeastwardly with the Southerly right-of-way line of said Maryland Street for the follows 3 calls: Southeastwardly with a curve to the right having a radius of 415.74 feet (a chord being S 85°41'45" E 92.20 feet) a distance of 92.39 feet to a railroad spike set; S 79°19'45" E 166.39 feet to a ½" rebar with cap no. 2105 set at the beginning of a radius curve to the right having a radius of 19.00 feet; and Southeastwardly with said radius curve to the right (a chord being S 6°19'15" E 12.29 feet) a distance of 12.52 feet to a ½" rebar with cap no. 2105 set at the end of said radius curve at its intersection with the Northwesterly right-of-way line of aforesaid Lone Oak Road; thence N 35°30'49" E and crossing Maryland Street 67.97 feet to the Point of Beginning and containing 1.922 Acres as shown on "Annexation Plat for Tri State Construction Inc." prepared by Shawnee Professional Services dated December 21, 2016.

The above Legal Description was written by Rod H. Martin, Kentucky Licensed Surveyor, on the 21th day of December, 2016 and is correct to the best of my knowledge and belief.

Kentucky Professional Land Surveyor No. 2105

SECTION 4. 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 shall not affect any other 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 5. 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, February 14, 2017

Adopted by the Board of Commissioners, February 21, 2017

Recorded by Tammara S. Sanderson, City Clerk, February 21, 2017

Published by The Paducah Sun, _____

\ord\plan\zone\Tri-State Construction-2901 & 2905 Lone Oak Rd and 2825 Maryland

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO HBD (HIGHWAY BUSINESS DISTRICT) FOR PROPERTY LOCATED 2901 & 2905 LONE OAK ROAD AND 2825 MARYLAND STREET.

WHEREAS, a public hearing was held on February 6, 2017 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, the existing zoning, R-1 (Low Density Residential), is inappropriate and HBD (Highway Business District) is appropriate, and

WHEREAS, Tri-State Construction Company has petitioned the City of Paducah for annexation, and

WHEREAS, the Future Land Use Map of the City of Paducah reflects said parcels to be zoned commercial.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah the amendment of the Paducah Zoning Ordinance so as to change the zoning for the aforementioned area from R-1 (Low Density Residential Zone) to HBD (Highway Business District) and being more particularly described as follows:

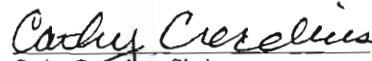
Lying along Lone Oak Road (U.S Highway 45) and Maryland Street including Tri State Construction Inc. property recorded in Deed Book 1312, pages 324, 329 and 357 and shown as Lots 1, 2 and 4 per "Waiver of Subdivision for Novell Clark" recorded in Plat Section "G", page 246, McCracken County Court Clerk's office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap no. 2105 set in the existing Corporate Limits to the City of Paducah at its intersection with Northwesterly right-of-way line of Lone Oak Road (U.S. Highway 45); THENCE FROM SAID POINT OF BEGINNING S 79°26'27" E with the existing corporate limits to said City of Paducah and passing an existing mag nail in concrete at 70.24 feet for a total distance of 70.63 feet to a point in the Southeasterly right-of-way line of Lone Oak Road at a corner to said existing corporate limits to the City of Paducah; thence Southwestwardly with the Southeasterly right-of-way line of said Lone Oak Road and with a curve to the right having a radius of 2,576.50 feet (a chord being S 35°03'54" W 161.12 feet) a distance of 161.15 feet to a point at the end of said curve; thence S 74°59'23" E and continuing with said Southeasterly right-of-way line 8.22 feet to an existing ½" rebar (bent) at a property corner between the David and Carolyn Perry property per Deed Book 805, page 472 and the William and Donna Gore Revocable Living Trust property per Deed Book 940, page 103; thence Southwestwardly with the Southeasterly right-of-way line of said Lone Oak Road for the following 2 calls; S 35°05'37" W 80.07 feet to a point; and S 42°08'02" W 97.32' feet to a point at its intersection with the Northeasterly right-of-way line of Augusta Avenue; thence S 39°09'07" W and crossing Augusta Avenue 53.22 feet to a point in the Southwesterly right-of-way line of said Augusta Avenue; thence S 25°53'53" E with a the Southwesterly right-of-way line of said Augusta Avenue 11.88 feet to a point in the Southeasterly right-of-way line of aforesaid Lone Oak Road; thence Southwestwardly with the Southeasterly right-of-way line of said Lone Oak Road for the following 3 calls: S 42°07'53" W 12.44 feet to a point; N 47°43'53" W 12.50 feet to a point; and S 44°31'29" W 35.14 feet to a point at its intersection with the Southwesterly line, projected Southeastwardly of Lot 4 to Waiver of Subdivision for Novell Clark per Plat Section "G", page 246; thence N 42°49'53" W with said projected Southwesterly line of said Lot 4 and crossing aforesaid Lone Oak Road 72.55 feet to an existing ½" rebar in the Northwesterly right-of-way line of said Lone Oak Road and at the Southeasterly corner of said Lot 4 per Plat Section "G", page 246; thence N 42°49'53" W with the Southeasterly line of said Lot 4, 184.83 feet to an existing ½" rebar with cap (illegible) at the Southwesterly corner thereof; thence N 44°07'58" E with the Westerly line of said Lot 4, 113.90 feet to a ½" rebar with cap no. 2105 set at the Northwesterly corner of said Lot 4 and the Southwest corner of Lot 2 per said Waiver of Subdivision for Novell Clark per Plat Section "G", page 246; thence N 2°17'05" W with the Westerly line of said Lot 2, 86.65 feet to a mag nail set in concrete at the Northwest corner of said Lot 2 and a point in the Southerly right-of-way line of Maryland Street; thence Southeastwardly with the Southerly right-of-way line of said Maryland Street for the follows 3 calls: Southeastwardly with a curve to the right having a radius of 415.74 feet (a chord being S 85°41'45" E 92.20 feet) a distance of 92.39 feet to a railroad spike set; S 79°19'45" E 166.39 feet to a ½" rebar with cap no. 2105 set at the beginning of a radius curve to the right having a radius of 19.00 feet; and Southeastwardly with said radius curve to the right (a chord being S 6°19'15" E 12.29 feet) a distance of 12.52 feet to a ½" rebar with cap no. 2105 set at the end of said radius curve at its intersection with the Northwesterly right-of-way line of aforesaid Lone Oak Road; thence N 35°30'49" E and crossing Maryland Street 67.97 feet to the Point of Beginning and containing 1.922 Acres as

shown on "Annexation Plat for Tri State Construction Inc." prepared by Shawnee Professional Services dated December 21, 2016.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on February 6, 2017

Agenda Action Form Paducah City Commission

Meeting Date: February 14, 2017

Short Title: Agreement for Concrete Ready-Mix for 2017-2018

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Brandy Topper-Curtiss, Street Superintendent
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On January 12, 2017, sealed bids were opened and read aloud for the City of Paducah's purchase of Concrete Ready-Mix. This contract will be utilized to obtain Concrete Ready-Mix required for various construction projects, street repair and miscellaneous projects within the City of Paducah for the 2017 and 2018 calendar year. Two bids were received, with Federal Materials submitting the lowest base bid for the Concrete Ready-Mix unit bid prices as shown on the attached bid tab. The contract unit prices shall begin upon execution of the contract and end December 31, 2018. The contract has the option for an additional one-year renewal, ending December 31, 2019, upon the mutual agreement of both parties.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various Accounts
Account Number:
Project Number:

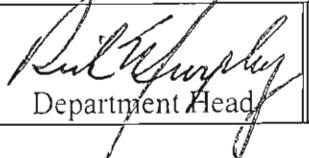
 2/3/2017
Finance

Staff Recommendation:

To receive and file the bids submitted for the 2017-2018 Concrete Ready-Mix Contract and adopt an Ordinance authorizing the Mayor to enter into an agreement with The Federal Materials Co., LLC, for the unit prices listed on the attached bid tab for the 2017 and 2018 calendar year ending December 31, 2018; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute a "One-Year Renewal Agreement" extending the contract time period for the 2019 calendar year ending December 31, 2019, upon the mutual agreement of both parties.

Attachments:

Advertisement, Bids, Bid Tab, proposed Contract

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2017-2-_____

AN ORDINANCE ACCEPTING THE BID OF FEDERAL MATERIALS CO., LLC, FOR SALE TO THE CITY OF ITS REQUIREMENT OF CONCRETE READY-MIX, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City accepts the bid of Federal Materials Co., LLC, for sale to the City of its requirement of concrete ready-mix, for the remainder of 2017 and calendar year 2018, ending December 31, 2018; with a one-year option to renew ending December 31, 2019, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Federal Materials Co., LLC, of January 12, 2017, for the following prices:

CONCRETE

VENDOR		Federal Materials Co., LLC
DESCRIPTION	UNIT	UNIT PRICE
Class A Concrete	C.Y.	\$93.50
Class AA Concrete	C.Y.	\$96.50
Class M Concrete	C.Y.	\$126.50
Flowable Fill – 1,000 PSI	C.Y.	\$80.00
Flowable Fill – 80 PSI	C.Y.	\$77.00

SECTION 2. The Mayor is hereby authorized to execute a contract with Federal Materials Co., LLC, which includes a one-year renewal option, for sale to the City of the material authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid of January 12, 2017. Said contract shall begin upon execution and end December 31, 2018. Further, the Mayor is hereby authorized to execute, subsequent to the recommendation of the City Engineer-Public Works Director, the option for an additional one-year renewal ending December 31, 2019 upon mutual agreement of both parties.

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, February 14, 2017

Adopted by the Board of Commissioners, February 21, 2017

Recorded by Tammara S. Sanderson, City Clerk, February 21, 2017

Published by The Paducah Sun,

\ord\eng\contract-concrete 2017-2018

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

**Concrete Ready-Mix 2017-2018
Lowest Bid Price of Responsive and Responsible Bidder**

BID DATE OPENING: Thursday, January 12, 2017 2:00 pm CST

BIDDER		Kotter Ready Mix	Federal Materials
		P O Box 107 Metropolis, IL 62960 618-524-8221 kennady@comcast.net	2425 Wayne Sullivan Drive Paducah, KY 42003 270-442-5496 dhumphrey@fmc1.com
ITEM DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE
Class A Concrete	CY	\$110.00	\$93.50
Class AA Concrete	CY	\$115.00	\$96.50
Class M Concrete	CY	\$125.00	\$126.50
Flowable Fill -1,000 PSI	CY	\$100.00	\$80.00
Flowable Fill - 80 PSI	CY	\$90.00	\$77.00

No Bid Bond Required

Bidder's Affidavit Included:	Yes	Yes
Certificate of KYDOH Included:	Yes	Yes
Responsive & Responsible Bidder:	Yes	Yes

OWNER EVALULATION OF BIDS:

PREFERENCE TO KENTUCKY BIDDERS:

State Bidder is Resident
If Not KY Resident - Preference given
Addition Reciprocal Preference for KY Bidders

BID RECOMMENDED FOR ACCEPTANCE: Federal Materials

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT
AGREEMENT FOR
CONCRETE READY-MIX CONTRACT 2017-2018**

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **CITY OF PADUCAH, KENTUCKY** hereinafter called the **OWNER**, and **Federal Materials**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

Whereas, the Vendor hereby agrees to sell and deliver to the City of Paducah the Owner's requirement of **Concrete Ready-Mix** meeting the current edition of the "Kentucky Bureau of Highways Standard Specifications for Road and Bridge Construction". This material shall be supplied for various construction projects and street repair in accordance with the specifications and other contract documents prepared by the Engineering-Public Works Department for the Owner.

Whereas, on _____, the Board of Commissioners adopted Ordinance No. 20__ - __ - __ authorizing the Mayor to execute a contract for **Concrete Ready-Mix** in substantial compliance with the bid specifications as contained the bid dated January 12, 2017.

Now therefore, for and in consideration of the obligations, covenants and conditions expressed in the specifications, the Bid Proposal, and this Contract, the parties do hereby contract and agree as follows:

The Owner shall pay the Vendor for the material supplied at the Contract Unit Price in accordance with the Specifications, which shall constitute full compensation for the work and services authorized herein as follows:

CONTRACT UNIT PRICES:

DESCRIPTION	UNIT	TO BE DELIVERED UNIT PRICE
Class A Concrete	C.Y.	93.50
Class AA Concrete	C.Y.	96.50
Class M Concrete	C.Y.	126.50
Flowable Fill -1,000 PSI	C.Y.	80.00
Flowable Fill - 80 PSI	C.Y.	77.00

The Vendor agrees to sell, furnish and deliver to the City of Paducah, at any location within the City Limits, Concrete Ready-Mix as ordered for the quoted unit prices per cubic yard. Delivery shall be available within twenty-four business hours after receiving each order.

Contract Unit Prices are firm and shall not be altered during the contract time period. The Vendor agrees that no minimum amount of purchase shall be required for the unit prices as quoted.

Any and all additional charges shall be included in the Contract Unit Price including equipment, operator, tools, transportation, supplies, fuel, water and other additional necessary items required to produce and deliver the Concrete Ready-Mix as contracted.

Any and all additives required for the Concrete Ready Mix performance in accordance with the given ambient temperature shall be included in the Unit Price. The Contract Unit Price shall include all sales tax and all other applicable taxes and fees.

This Agreement shall be binding upon the Owner and the Seller, all partners, successors, assigns, and legal representatives for the remaining portion of the **2017** calendar year and the **2018** calendar year ending **December 31, 2018**. The term of the contract shall be renewable for an additional One-Year term, ending **December 31, 2019**, upon the mutual agreement of both parties in accordance with the Specifications.

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.

The Specifications and any Addendum that may have been issued are fully a part of this Agreement 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

CITY OF PADUCAH, KENTUCKY

BY _____
TITLE _____

BY _____
Brandi Harless, Mayor

ADDRESS:

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

Agenda Action Form Paducah City Commission

Meeting Date: February 14, 2017

Short Title: 2017-2018 Pavement Marking Contract

Ordinance Emergency Municipal Order Resolution Motion

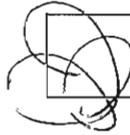
Staff Work By: Brandy Topper-Curtiss, EPW Street Superintendent
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On January 12, 2017, sealed bids were opened and read aloud for the City of Paducah's 2017-2018 Pavement Marking Contract, with Brehm Striping Company, Inc., submitting the only bid. This program consists of the installation of required pavement marking on various City streets for the remaining portion of the 2017 calendar year and the 2018 calendar year ending December 31, 2018. The contract will have the option for a one-year extension, ending December 31, 2019, if both parties agree.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number: Various Accounts
Project Number:

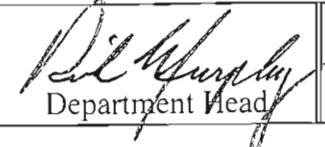
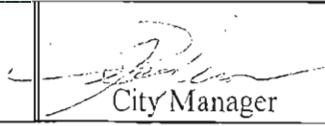
 2/3/2017
Finance

Staff Recommendation:

To receive and file the received bid and adopt an Ordinance authorizing the Mayor to enter into a contract with Brehm Striping Company, Inc., at the unit prices listed on the Bid Proposal for the Pavement Marking Contract for the remainder of the 2017 calendar year and the 2018 calendar year ending December 31, 2018; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute a "One Year Renewal Agreement" extending the contract time period for the 2019 calendar year ending December 31, 2019, upon the mutual agreement of both parties.

Attachments:

Bid, Bid Tab, Advertisement and proposed Contract

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2017-2-_____

AN ORDINANCE ACCEPTING THE BID OF BREHM STRIPING COMPANY, INC., FOR THE CITY OF PADUCAH'S PAVEMENT MARKING PROGRAM FOR THE REMAINING PORTION OF THE 2017 CALENDAR YEAR AND FOR THE 2018 CALENDAR YEAR ENDING DECEMBER 31, 2018

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City accepts the bid of Brehm Striping Company, Inc. for the City of Paducah's Pavement Marking Program, for the remaining portion of the 2017 calendar year and for the 2018 calendar year ending December 31, 2018, with the option of a one-year extension, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Brehm Striping Company, Inc., of January 12, 2017, for the following unit prices:

ITEM NO	DESCRIPTION	UNIT	CONTRACT UNIT PRICE
1	Paint – 4" Line	L.F.	\$0.25
2	Paint – 12" Stop Lines	L.F.	\$2.50
3	Paint – 24" Stop Lines	L.F.	\$5.00
4	Paint – Straight Arrow	Each	\$50.00
5	Paint - Turn Arrow	Each	\$50.00
6	Paint - Combination Arrow	Each	\$100.00
7	Paint – 8" Crosswalks	L.F.	\$1.25
8	Paint - "School"	Each	\$125.00
9	Paint - RR Crossings	Each	\$500.00
10	Paint – "STOP"	Each	\$200.00
11	Paint – "ONLY"	Each	\$200.00
12	Paint – Handicap Symbol	Each	\$35.00
13	Paint – 4" Parking Lot Lines	L.F.	\$0.50
14	Thermo – 4" Line	L.F.	\$1.25
15	Thermo – 12" Stop Lines	L.F.	\$4.50
16	Thermo – 24" Stop Lines	L.F.	\$9.00
17	Thermo – Straight Arrow	Each	\$100.00
18	Thermo - Turn Arrow	Each	\$100.00
19	Thermo – Combination Arrow	Each	\$250.00

20	Thermo – 8" Crosswalks	L.F.	\$3.00
21	Thermo - "School"	Each	\$275.00
22	Thermo - RR Crossings	Each	\$500.00
23	Thermo – "STOP"	Each	\$250.00
24	Thermo – "ONLY"	Each	\$250.00

SECTION 2. The Mayor is hereby authorized and directed to execute a contract with Brehm Striping Company, Inc., for pavement marking work authorized in Section 1 above, according to the specifications, bid proposal and contract documents heretofore approved and incorporated in the bid of January 12, 2017.

SECTION 3. Expenditures for the City’s pavement marking program shall be charged to various accounts.

SECTION 4. The contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the 2017 calendar year and the 2018 calendar year ending December 31, 2018. The term of the contract may be renewable for an additional one-year term, ending on December 31, 2019, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the Owner’s option to renew. If both parties agree, the One-Year Renewal Agreement shall be executed prior to the expiration of the existing contract. The City reserves the right to have said contract work completed at the quoted unit prices until the One-Year Renewal Agreement has been executed. However, in no case shall Brehm Striping Company, Inc., be bound to complete the work at these prices past December 21, 2018. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

SECTION 5. 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, February 14, 2017

Adopted by the Board of Commissioners, February 21, 2017

Recorded by Tammara S. Sanderson, City Clerk, February 21, 2017

Published by The Paducah Sun, _____

\ord\eng\pavement marking 2017 & 2018

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

AGREEMENT FOR PAVEMENT MARKING CONTRACT

THIS AGREEMENT, made this ____ day of _____, 2017 by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and **BREHM STRIPING COMPANY, INC.**, hereinafter called the CONTRACTOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to periodically furnish all labor, materials, equipment, tools, transportation, fuel, supplies and items necessary on an as-needed basis for completion of the **CITY OF PADUCAH'S 2017-2018 PAVEMENT MARKING CONTRACT**. All work shall be completed in accordance with the Specifications prepared by the Owner at the approved unit amounts stated below.

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. CONTRACT TIME

The contract shall be binding upon the City and the Contractor, the Contractor's partners, successors, assigns, and legal representatives for remaining portion of the 2017 calendar year and the 2018 calendar year ending December 31, 2018.

The term of the contract may be renewable for an additional One-Year Term, ending on December 31, 2019, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the Owner's option to renew. Upon mutual agreement both parties shall execute a One-Year Renewal Agreement prior to the expiration of the existing contract. The City reserves the right to have said contract work completed at the quoted unit prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past **December 31, 2018**.

Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Work at the unit prices listed below as quoted in the Bid Proposal by the Contractor dated January 12, 2017, which shall constitute full compensation for the work and services authorized herein.

Contract prices are firm and shall not be altered during the contract period. The Contractor agrees that no minimum amount of purchase shall be required.

CONTRACT UNIT AMOUNTS:

ITEM NO	DESCRIPTION	UNIT	CONTRACT UNIT PRICE
1	Paint – 4" Line	L.F.	\$0.25
2	Paint – 12" Stop Lines	L.F.	\$2.50
3	Paint – 24" Stop Lines	L.F.	\$5.00
4	Paint – Straight Arrow	Each	\$50.00
5	Paint - Turn Arrow	Each	\$50.00
6	Paint - Combination Arrow	Each	\$100.00
7	Paint – 8" Crosswalks	L.F.	\$1.25
8	Paint - "School"	Each	\$125.00
9	Paint - RR Crossings	Each	\$500.00
10	Paint – "STOP"	Each	\$200.00
11	Paint – "ONLY"	Each	\$200.00
12	Paint – Handicap Symbol	Each	\$35.00
13	Paint – 4" Parking Lot Lines	L.F.	\$0.50
14	Thermo – 4" Line	L.F.	\$1.25
15	Thermo – 12" Stop Lines	L.F.	\$4.50
16	Thermo – 24" Stop Lines	L.F.	\$9.00
17	Thermo – Straight Arrow	Each	\$100.00
18	Thermo - Turn Arrow	Each	\$100.00
19	Thermo – Combination Arrow	Each	\$250.00
20	Thermo – 8" Crosswalks	L.F.	\$3.00
21	Thermo - "School"	Each	\$275.00
22	Thermo - RR Crossings	Each	\$500.00
23	Thermo – "STOP"	Each	\$250.00
24	Thermo – "ONLY"	Each	\$250.00

ARTICLE 4. PAYMENTS

The Contractor may submit a Request for Payment subsequent to satisfactory performance of the required Work in accordance with all of the provisions thereof and upon approval by the Owner. The Owner agrees to make Payment to the Contractor within **Thirty (30) days** after receipt of a properly completed invoice. The Owner reserves the right to withhold any of all payments or portions thereof if the Contractor fails to perform in accordance with the provisions of the contract.

ARTICLE 5. 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.

BREHM STRIPING COMPANY, INC.

BY _____
NAME _____
TITLE _____

ADDRESS:
137 Business Row
Eddyville, Kentucky 42038

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

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

Agenda Action Form Paducah City Commission

Meeting Date: February 14, 2017

Short Title: Contract for 2017-2018 Equipment Rental

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Brandy Topper-Curtiss, Street Superintendent
 Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On January 12, 2017, sealed bids were received for the City of Paducah's 2017-2018 Equipment Rental Contract. Three bids were received, with Danny Cope & Sons submitting the lowest evaluated bid for the hourly equipment rates including operator as shown on the attached bid tab. The equipment rental hourly rates will begin upon execution of the contract and end December 31, 2018. The contract has a one-year renewal option, ending December 31, 2019, upon the mutual agreement of both parties.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various Accounts
 Account Number:

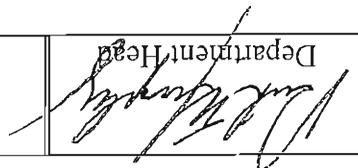
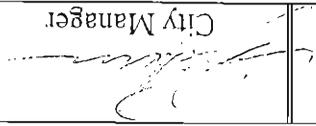

 Finance
 2/2/2017

Staff Recommendation:

To receive and file the attached bids for Equipment Rental and adopt an Ordinance authorizing the Mayor to execute a Contract with Danny Cope & Sons for Equipment Rental at the hourly rates listed on the attached bid tab for the 2017 and the 2018 calendar year; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute a "One-Year Renewal Agreement" extending the contract time period for the 2019 calendar year ending December 31, 2019, upon the mutual agreement of both parties.

Attachments:

Advertisement, Bids, Bid Tab, copy of the Contract

 Department Head	City Clerk	 City Manager
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AN ORDINANCE ACCEPTING THE BID OF DANNY COPE & SONS FOR RENTAL OF VARIOUS EQUIPMENT FOR THE 2017 AND 2018 CALENDAR YEARS, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR

SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Danny Cope &

Sons for rental of various equipment for the 2017 and 2018 calendar years at the hourly rates listed below, and authorizes the Mayor to execute a contract for same. The hourly

rates are as follows:

ITEM NO	DESCRIPTION	HOURLY RATES
1	Tractor Scraper	\$100.00
2	Dump Truck (tandem axle)	\$65.00
3	Dump Truck (tri-axle)	\$85.00
4	Excavator	\$175.00
5	Backhoe	\$100.00
6	Skid Steer Loader	\$100.00
7	Motor Grader	\$125.00
8	Vibratory Roller – small	\$80.00
9	Vibratory Roller – large	\$100.00
10	Dozer	\$135.00
11	Dozer – large	\$175.00
12	Small Paver w/4-Person Crew	\$200.00
13	Labor	\$35.00
14	Landfill Disposal Fee	\$270.00

SECTION 2. The Mayor is hereby authorized to execute a contract with

Danny Cope & Sons, for rental of various equipment at the hourly rates as accepted in

Section 1 above, according to the specifications, bid proposal and contract documents heretofore approved and incorporated in the bid of January 12, 2017.

SECTION 3. The contract shall be binding upon the City and the

Contractor, his partners, successors, assigns and legal representatives for the 2017-2018 calendar years ending December 31, 2018. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without

consent of the other party. Further, the Mayor is hereby authorized, subsequent to the recommendation of the City Engineer-Public Works Director, to execute an additional

One-Year Renewal Agreement extending the contract period for the 2019 calendar year ending December 31, 2019 upon the mutual agreement of both parties. If agreed, this

renewal option will be exercised by both parties executing and delivering the written one-year renewal agreement. The City reserves the right to rent various equipment at the

quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to rent the equipment at these prices past December 31, 2018.

SECTION 4. Expenditures for the City's equipment rental program shall be charged to various accounts.

SECTION 5. 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, February 14, 2017
Adopted by the Board of Commissioners, February 21, 2017

Recorded by Tamara S. Sanderson, City Clerk, February 21, 2017
Published by The Paducah Sun.

eng\contract-equip rental 2017-2018

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT
AGREEMENT FOR THE 2017-2018 EQUIPMENT RENTAL CONTRACT**

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and Danny Cope & Sons, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish the requested Equipment fully operational, including operator, transportation and fuel in order to complete the Work as requested by the Owner at the established hourly rates for the **2017-2018 EQUIPMENT RENTAL CONTRACT** in accordance with this Agreement, 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. CONTRACT TIME

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the **2017** calendar year and the **2018** calendar year ending **December 31, 2018**. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for an additional one-year term, ending **December 31, 2019**, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renew. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have said contract work completed at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past **December 31, 2018**.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Equipment Rental as quoted in the Bid Proposal by the Contractor dated January 12, 2017, which shall constitute full compensation for the work and services authorized herein. Contract prices are firm and will not be altered during the contract period. The Contractor agrees that no minimum amount of purchase shall be required.

The Contract Unit Prices shall begin upon execution of this Agreement and shall not be adjusted during the contract time period.

Equipment Rental Rates

Tractor Scraper	\$ 100.00	per hour
Dump Truck – Tandem	\$ 65.00	per hour
Dump Truck - Tri-axle	\$ 85.00	per hour
Excavator	\$ 175.00	per hour
Backhoe	\$ 100.00	per hour
Skid Steer Loader	\$ 100.00	per hour
Motor Grader	\$ 125.00	per hour
Vibratory Roller – Small	\$ 80.00	per hour
Vibratory Roller – Large	\$ 100.00	per hour
Dozer	\$ 135.00	per hour
Dozer –large	\$ 175.00	per hour
Small Paver w/4-Labor Crew	\$ 200.00	per hour
Labor	\$ 35.00	per hour
Landfill Disposal Fee	\$270.00	per load

ARTICLE 4. PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for the Contracted Rental Equipment in accordance with the Specifications. The Owner will make payments on or about thirty (30) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (10%) retainage may be held until the requested work has been completed and accepted.

ARTICLE 5. 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.

CONTRACTOR

CITY OF PADUCAH, KENTUCKY

BY _____

BY _____

TITLE _____

Brandi Harless, Mayor

ADDRESS: _____

ADDRESS: _____

Post Office Box 2267
 Paducah, Kentucky 42002-2267