



**CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 13, 2018
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

Revised 2/12/18

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION: Experiences from Paducah’s delegation to “Sabores y Saberes” festival in the UNESCO Creative City, San Cristobal de las Casas, Mexico

Possible Opioid Litigation Information – **M. BRYANT**

Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.

	I.	<u>CONSENT AGENDA:</u>
		A. <u>MINUTES</u>
		B. <u>APPOINTMENT(S)</u>
		1. Human Rights Commission
		C. <u>MOTION(S)</u>
		1. R & F Documents
		D. <u>MUNICIPAL ORDER(S)</u>
		1. Personnel Actions – M. RUSSELL
		2. Amend Position & Pay Schedule – M. RUSSELL
		3. Declaration and Sale of Surplus Property Located at 1551 South 5 th Street – T. TRACY
		4. Declaration and Sale of Surplus Property Located at 923 North

		26 th Street – T. TRACY
		5. Declaration and Sale of Surplus Property Located at 1234 North 12 th Street – T. TRACY
		6. Authorize Deed of Conveyance for property located at 3330 Wayne Sullivan Drive – R. MURPHY
		7. Accept Grant Award for 2018 Litter Abatement Grant Program Funds – T. TRACY
		8. Approve FY2019 Highway Safety Grant Application – B. BARNHILL
		9. Approve Addendum to Employment Contract for Interim City Manager – M. THOMPSON
		10. <u>Approve Employment Agreement for Operations Officer -</u> <u>CHIEF BARNHILL</u>
	II.	<u>ORDINANCE(S) – ADOPTION</u>
		A. Amend FY17-18 Budget to Transfer Funds for Executive Search Firm Contract Costs for City Manager Recruitment – J. PERKINS
		B. Approve & Authorize Contract with Strategic Government Resources (SGR) for City Manager Recruitment – M. RUSSELL
	III.	<u>ORDINANCE(S) – INTRODUCTION</u>
		A. Approve Change Order with BFW for Riverfront Phase IB Project – R. MURPHY
	IV.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>

At a Regular Meeting of the Board of Commissioners, held on Tuesday, January 23, 2018, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the Assistant City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

POLICE DEPARTMENT UPDATE

Mayor Harless asked Police Chief Brandon Barnhill to update the Commission on the Paducah Police Departments' response related to the shooting at Marshall County High School earlier in the day.

Police Chief Barnhill shared that once the Police Department was informed of the shooting, officers were dispatched to provide support and security at Marshall County High School. Officers were also dispatched to other local area schools to act as a visible deterrent and to local hospitals where victims were taken for treatment. A command post was set up at the Police Department which fielded many calls from residents throughout the day.

MOMENT OF SILENCE

Mayor Harless requested a moment of silence for Marshall County High School.

INVOCATION

Commissioner Abraham gave the invocation.

PLEDGE OF ALLEGIANCE

Jack Roof, student at St. Mary Middle System, led the pledge.

PROCLAMATION

Mayor Harless presented a proclamation proclaiming January 28-February 3, 2018 as Catholic Schools Week. The proclamation was presented to members of St. Mary School System including School System Director Eleanor Spry, Director of Advancement Ashley Wright and St. Mary students Elly Mowers, Gage Rondon, Ellie Roof and Jack Roof.

PRESENTATION(S)

BARKLEY REGIONAL AIRPORT AUDIT

Richard Roof, Airport Manager, distributed copies of the Barkley Regional Airport annual financial statements for fiscal years ending June 30, 2016 and 2017, to the Commission. He reported that the airport brings \$43 million into the regional economy annually and currently provides 150 jobs. Skywest will remain the airline to connect to Chicago for another 2 years. The airport will resume the Saturday afternoon round trip to Chicago effective in February. In 2017, 41,700 passengers utilized the service between Paducah and Chicago. Ten percent of said passengers are Chicago local and ten percent are international ticketed passengers. Barkley Regional Airport continues to invest in rehabilitation and expansion projects at the airport using FAA Airport Improvement Project Grants. Mr. Roof thanked the Board for its support of Barkley Regional Airport.

FY2017 CITY OF PADUCAH COMPREHENSIVE ANNUAL FINANCIAL REPORT

David Hampton with Kemper CPA Group gave a brief report on the City's Annual Comprehensive Financial Report for FY2017. The Comprehensive Annual Financial Report provides basic financial statements, auditor's opinions, statistical data and an in-depth view of the City's finances and the economic conditions of the area.

Finance Director Jonathan Perkins informed the Commission that the public can access all Comprehensive Annual Financial Report audits from 2001 to 2017 on the City's website at www.paducahky.gov.

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. No items were removed. The Mayor asked the Assistant City Clerk to read the Consent Agenda.

I(A)	Minutes for the January 9, 2018 City Commission Meeting
I(B)1	Reappointment of Mark Workman to the Electric Plant Board. This term shall expire February 6, 2022. Further, the appointment of Sandra Wilson to the Electric Plant Board to replace Jeff Pederson who has resigned. This term shall expire December 31, 2018.
I(C)1	R&F Documents:

	<p><u>DOCUMENTS</u></p> <ol style="list-style-type: none"> 1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for January 16, 2018 2. Commissioner’s Deed for 2901 Virginia Street 3. Contracts/Agreements: <ol style="list-style-type: none"> a. Amendment No. 1 to Employment Contract with Mark Thompson for Appointment as Interim City Manager b. Agreement with Wilbert Vault Company of Paducah, Inc. for Oak Grove Cemetery Burial Services (MO # 2054) c. Agreement with AFSCME for 2018-2021 (ORD # 2018-1-8508) d. Agreement to Employ Tammara Tracy as Paducah Planning Director (MO # 2050) 4. City of Paducah Comprehensive Annual Financial Report for Year Ended June 30, 2017
I(D)1	Personnel Actions
I(D)2	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR A MATCHING GRANT IN THE AMOUNT OF \$216,000 FOR A HEAVY RESCUE TRUCK FOR THE PADUCAH FIRE DEPARTMENT (MO # 2059; BK 10)
I(D)3	A MUNICIPAL ORDER ACCEPTING THE REAL PROPERTY LOCATED AT 809 SOUTH 4 TH STREET TO THE CITY OF PADUCAH IN LIEU OF FORCLOSURE WITH NOMINAL OR NO CONSIDERATION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONSIDERATION CERTIFICATE IN THE ADDENDUM TO THE DEED (MO # 2060; BK 10)
I(D)4	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE PLANNING DEPARTMENT TO SUBMIT A LETTER OF INTENT FOR AN AFRICAN-AMERICAN CULTURAL HERITAGE ACTION FUND GRANT FROM THE NATIONAL TRUST FOR HISTORIC PRESERVATION ON BEHALF OF THE HOTEL METROPOLITAN FOR THE PURPLE ROOM REHABILITATION PROJECT (MO # 2061; BK 10)

Mayor Harless offered motion, seconded by Commissioner Wilson, that the items on the Consent Agenda be adopted as presented.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

ORDINANCE(S) – ADOPTION

APPROVAL OF CONVEYANCE OF PADUCAH WATER WORKS SURPLUS PROPERTY KNOWN AS THE MASSAC PUMP STATION PROPERTY

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE DECLARING MUNICIPALLY OWNED REAL PROPERTY GENERALLY LOCATED ON MASSAC CHURCH ROAD AND KNOWN AS THE MASSAC PUMP STATION PROPERTY, HELD FOR THE USE AND BENEFIT OF THE COMMISSIONERS OF WATERWORKS OF THE CITY OF PADUCAH, DBA PADUCAH WATER, AS SURPLUS AND APPROVING THE SALE AND TRANSFER OF SAME.” This Ordinance is summarized as follows: This Ordinance authorizes the City of Paducah, Kentucky, on behalf of Paducah Water to quitclaim a certain tract of substandard surplus real property generally known as the Massac Pump Station property to Derrick & Shera Miller.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-1-8510; BK 35)

FY2018 BUDGET AMENDMENT FOR CITY HALL IMPROVEMENTS PHASE I & GREENWAY TRAIL PHASE V

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING ORDINANCE NO. 2017-06-8487, ENTITLED, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2017, THROUGH JUNE 30, 2018, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT"". This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2017, and ending June 30, 2018, Ordinance No. 2017-06-8487, be amended by the following re-appropriations:

- Transfer \$100,790 from the Boyles Trust Fund within the Capital Improvements Fund to the Greenway Trail Phase V Project
- Transfer \$256,216 from General Fund reserves to the City Hall Phase I Project within the Capital Improvements Fund

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-1-8511; BK 35)

ACCEPT BID OF A & K CONSTRUCTION FOR PADUCAH CITY HALL IMPROVEMENTS PHASE I

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF A & K CONSTRUCTION FOR CONSTRUCTION OF CITY HALL PHASE I PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: The City of Paducah accepts the bid of A & K Construction in an amount not to exceed \$4,293,781.00, for construction of City Hall Phase I Project and authorizes the Mayor to execute a contract for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-1-8512; BK 35)

APPROVE CONTRACT WITH BFW ENGINEERING FOR GREENWAY TRAIL PHASE V DESIGN SERVICES

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE GREENWAY TRAIL PHASE V PROJECT." This Ordinance is summarized as follows: That the Mayor is hereby authorized to execute a Professional Services Agreement between the City of Paducah, Kentucky, and Bacon, Farmer, Workman Engineering & Testing, Inc., in the amount of \$45,900.00 for engineering design services for the Greenway Trail Phase V Project.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-1-8513; BK 35)

ORDINANCE(S) – INTRODUCTION

FY2018 BUDGET AMENDMENT FOR EXECUTIVE SEARCH FIRM CONTRACT FOR CITY MANAGER RECRUITMENT

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AMENDING ORDINANCE NO. 2017-06-8487, ENTITLED, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2017, THROUGH JUNE 30, 2018, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT"". This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2017, and ending June 30, 2018, Ordinance No. 2017-06-8487, be amended by the following re-appropriation:

- Transfer \$28,000 from the General Fund (1000) fund reserves to the Human Resources 'Contract Services' Account (1000 3511 523070)

APPROVE CONTRACT WITH STRATEGIC GOVERNMENT RESOURCES FOR CITY MANAGER RECRUITMENT

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY ACCEPTING THE PROPOSAL OF STRATEGIC GOVERNMENT RESOURCES (SGR) TO ASSIST THE CITY WITH RECRUITING SERVICES FOR SELECTION OF A CITY

MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.” This Ordinance is summarized as follows: the City of Paducah accepts the proposal of Strategic Government Resources (SGR) in an amount not to exceed \$28,000 for assistance in recruiting and selecting a City Manager and authorizes the Mayor to execute a contract for same.

COMMENTS

COMMENTS FROM THE CITY MANAGER

Interim City Manager Mark Thompson informed the Commission that Monday, January 22, 2018, was the first day for recycling pick-up. Recycling was picked up at approximately 150 households. Approximately 580 residents have signed up for recycling. The next scheduled pick-up is on February 5th.

COMMENTS FROM THE BOARD OF COMMISSIONERS

- Commissioner Abraham expressed concerns about the vetting process for action items coming before the Commission and about the Interim City Manager role.
- Commissioner Rhodes announced that he will not be running for re-election to the Board of Commissioners.

PUBLIC COMMENTS

- Randall Knight spoke in support of the grant for the Hotel Metropolitan for the purple room rehabilitation project.

EXECUTIVE SESSION

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

- Proposed or pending litigation, as permitted by KRS 61.810(1)(c)
- Issues which might lead to the appointment, dismissal, or disciplining of an employee, as permitted by KRS 61.810(1)(f).
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

OPEN SESSION

Mayor Harless offered motion, seconded by Commissioner Holland, that the Board reconvene in Open Session.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

ADJOURN

Commissioner Rhodes offered motion, seconded by Commissioner Abraham, to adjourn the meeting. All in favor.

Meeting ending approximately at 7:35 p.m.

ADOPTED: February 13, 2018

City Clerk

Mayor

Assistant City Clerk

DOCUMENTS

1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for February 6, 2018
2. Right of Way Bond for S C Development, LLC
3. Contracts/Agreements:
 - a. Agreement with Linwood Motors for One ½ Ton Pickup 4x4 SSV for the Fire Department (MO # 2057)
 - b. Agreement with Linwood Motors for One Red 4 Door Sedan for the Fire Department (MO # 2058)
 - c. Professional Services Agreement with Bacon Farmer Workman Engineering & Testing, Inc. for design services for Greenway Trail Phase V (ORD # 2018-1-8513)
4. Paducah Water Works Financial Highlights for November 2017

BIDS

PLANNING DEPARTMENT

Sale of 923 North 26th Street

1. W K Rentals *
2. Tarris McKinney

Sale of 1234 North 12th Street

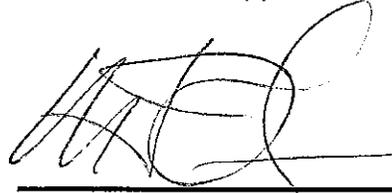
1. Tarris McKinney *

Sale of 1551 South 5th Street

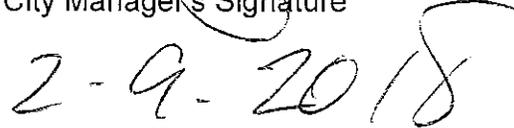
1. Alden & Roberta Haydel *

CITY OF PADUCAH
February 13, 2018

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 13, 2018**

NEW HIRE - FULL TIME (F/T)

POLICE OPERATIONS

<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Drew, Kelly E. Police Officer *Contract Police Officer	\$24.12/Hr.	NCS	Non-Ex	2/15/2018 to 2/14/19*
Tolliver, John R Police Officer *Contract Police Officer	24.18/Hr.	NCS	Non-Ex	11/3/17 to 11/2/18*

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>EMERGENCY COMMUNICATION SRVCS</u>				
Noland, Stacey L. Telecommunicator \$17.48/Hr.	Acting 911 Shift Supervisor \$20.48/Hr.	NCS	Non-Ex	January 4, 2018
Farmer, Robert K Telecommunicator \$17.48/Hr.	Telecommunicator \$18.48/Hr.	NCS	Non-Ex	January 4, 2018
Peery, Laura J. Administrative Assistant 911 \$16.56/Hr.	Administrative Assistant 911 \$17.06/Hr.	NCS	Non-Ex	February 15, 2018

HUMAN RESOURCES

Russell, Martin D. Human Resource Director \$39.24/Hr.	Human Resource Director \$40.81/Hr.	NCS	Exempt	February 1, 2018
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GENERAL GOVERNMENT

Thompson, Mark H. Director of Parks \$47.32/Hr.	Interim City Manager \$50.48/Hr.	NCS	Exempt	January 9, 2018
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PARKS SERVICES

Clark, Amie R. Recreation Superintendent \$27.33/Hr.	Recreation Superintendent \$28.15/Hr.	NCS	Exempt	February 1, 2018
Johnson, Molly M. Special Events Coordinator \$26.43/Hr.	Special Events Coordinator \$27.22/Hr.	NCS	Exempt	February 1, 2018
Toal, Zara A. Recreation Leader \$11.00/Hr.	Asst. Special Events Coordinator \$11.20/Hr.	NCS	Non-Ex	January 23, 2018
Weather, Kelsey B. Recreation Leader \$8.50/Hr.	Recreation Leader/Special Events \$11.20/Hr.	NCS	Non-Ex	January 23, 2018

EPW - FLEET

Lynn, Gerald R. Fleet Mechanic II \$18.73/Hr.	Fleet Mechanic II \$19.37/Hr.	NCS	Non-Ex	February 15, 2018
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FIRE - SUPPRESSION

Montgomery, Jeff Assistant Fire Chief \$26.76/Hr.	Assistant Fire Chief \$27.70/Hr.	NCS	Non-Ex	January 18, 2018
Denton, David A. Acting A/C #3 Back Up \$18.03/Hr.	Acting A/C Back Up #2 \$18.13/Hr.	NCS	Non-Ex	January 10, 2018
Greer, Rhiannon D. Fire Fighter/Relief Driver \$15.45/Hr.	Acting Fire Lieutenant \$16.77/Hr.	NCS	Non-Ex	December 18, 2017
Greer, Rhiannon D. Acting Fire Lieutenant \$16.77/Hr.	Fire Fighter/Relief Driver \$15.45/Hr.	NCS	Non-Ex	January 14, 2018
Orange, Timothy A. Fire Fighter/Relief Driver \$15.33/Hr.	Acting Fire Lieutenant \$16.56/Hr.	NCS	Non-Ex	November 13, 2017
Orange, Timothy A. Acting Fire Lieutenant \$16.56/Hr.	Fire Fighter/Relief Driver \$15.33/Hr.	NCS	Non-Ex	January 18, 2018
Pendergrass, Brian D. Fire Fighter/Relief Driver \$15.11/Hr.	Acting Fire Lieutenant \$16.56/Hr.	NCS	Non-Ex	November 22, 2017

**CITY OF PADUCAH
PERSONNEL ACTIONS
February 13, 2018**

Pendergrass, Brian D.	Acting Fire Lieutenant \$16.56/Hr.	Fire Fighter/Relief Driver \$15.11/Hr.	NCS	Non-Ex	January 1, 2018
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TERMINATIONS - FULL-TIME (F/T)

EPW - SOLID WASTE

<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Schicker, David A.	Truck Driver Termination	January 23, 2018

POLICE OPERATIONS

Easter, Anthony J.	Police Officer Recruit	Withdrawal of Offer	February 15, 2018
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****Withdrawal of conditional offer of employment due to Mr. Easter change in retirement from Chattanooga Tn. Police Dept.**

Townsend, Mitchell W.	Police Officer	Resignation	February 12, 2018
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PLANNING

Fugate, Danny W.	Section 8 Housing Administrator	Retirement	January 31, 2018
Doherty, Charles A.	Community Development Planner	Retirement	February 28, 2018

Agenda Action Form

Paducah City Commission

Meeting Date: February 13, 2017

Short Title: Amend Position & Pay Schedule in all sections.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell

Presentation By: Martin Russell

Background Information: The commission adopted the previous Position and Pay schedule on June 27, 2017. This action will amend the current Position & Pay Schedule.

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

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

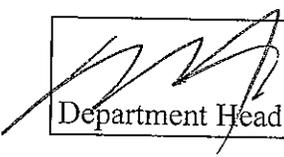
Funds Available: Account Name:

Account Number:

Finance

Staff Recommendation: Adopt the amended Position & Pay Schedule.

Attachments: Position & Pay Schedule

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING THE FY2017-2018 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY TO REFLECT THE CORRECT, CURRENT NUMBER OF VACANT AND FILLED POSITIONS

WHEREAS, the City of Paducah adopted the FY2017-2018 Position and Pay Schedule by Municipal Order No. 1983 on June 27, 2017; and

WHEREAS, it is necessary to amend the schedule to reflect the correct, current number of vacant and filled positions; and

WHEREAS, in order to implement the changes it is necessary to amend the FY2017-2018 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves to amend the FY2017-2018 Position and Pay Schedule for the employees of the City of Paducah as attached hereto.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, February 13, 2018
Recorded by Tammara S. Sanderson, City Clerk, February 13, 2018
mo/Position and Pay Schedule 2-13-18
excel/Position & Pay Schedule 2 13 18

Section A.

GENERAL GOVERNMENT

AUTHORIZED POSITIONS

FY 17/18

POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE			
City Manager	1	4		1	81.36	40	E	AA
Assistant City Manager								Z
Assistant to the City Manager	1	1			30.46	40	E	P
City Clerk	1		1		33.67	40	E	P
Asst. City Clerk	1	1			19.38	40	NE	F
Executive Assistant II	1	1			21.39	40	NE	I
Administrative Assistant III	1	1			16.83	40	NE	D
Public Information Officer	1	1			29.84	40	E	P
Total Budgeted/Filled for Department	7	5	1	1				

Section B.

FINANCE DEPARTMENT

AUTHORIZED POSITIONS

FY 17/18

POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE			
Administration								
Director of Finance	1	1			62.93	40	E	Z
Executive Assistant I	1	1			16.83	40	NE	F
Accounting/Payroll								
Controller	1	1			38.09	40	E	T
Accounts Payable Clerk								C
Accountant	3	1			21.28	40	E	J
			1		21.35	40	E	J
			1		20.60	40	NE	J
Revenue								
Revenue Manager	1	1			36.23	40	E	S
Account Clerk	2	1			15.39	40	NE	B
			1		14.79	40	NE	B
Revenue Tech.	1	1			17.36	40	NE	C
Revenue Auditor	1	1			22.47	40	E	J
Total Budgeted/Filled for Department	11	11	0	0				

Note: The Accounts Payable Clerk will be abolished 7/31/16 following a planned retirement and will be reclassified as an Accountant.

The authorized positions will stabilize at its current 11 spots.

Note: RCSS - Individuals Retain Civil Service Status

Section C.

INFORMATION TECHNOLOGY

AUTHORIZED POSITIONS

FY 17/18

POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE			

Director Information Technology	1	4		<u>1</u>	48.23	40	E	U
Network Administrator	1	1			33.44	40	E	P
Help Desk Technician	1	1			20.59	40	NE	H
Network Technician						40	NE	J
GIS Specialist	1	1			27.47	40	E	P
GIS/Manager	1	1			33.65	40	E	P
Total Budgeted/Filled for Department	5	4	0	1				

Section D.

PLANNING DEPARTMENT

AUTHORIZED POSITIONS

FY 17/18

**HOURLY
WAGE**

POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS					
Director of Planning	1	<u>1</u>		4	40.14	40	E	V
Executive Assistant I	1	1			22.38	40	NE	F
Admin Asst II	1	1			18.73	40	NE	C
Planner I	1	1			24.90	40	E	L
Planner II	1	1			30.30			M
Downtown Development Specialist	1	4		<u>1</u>	27.54	40	E	M
Grants Administrator	1	1			26.23	40	E	L
Community Development Planner	1	1			27.06	40	E	M
Section 8 Program Administrator	1	4		<u>1</u>	36.30	40	E	P
Housing Specialist	2	4		<u>1</u>	22.84	40	NE	H
		1			19.24	40	NE	H
Total Budgeted/Filled for Department	11	8	0	3				

Section E.

POLICE DEPARTMENT

AUTHORIZED POSITIONS

FY 17/18

**HOURLY
WAGE**

POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS					
Police Chief	1	1			55.28	40	E	Z
Police Assistant Chief	2					40	E	S
Step 1					33.25			
Step 2					37.36			
Step 3			1		39.01			
Step 4			1		41.53			
Captains	6			<u>1</u>		40	E	Q
<5 years					30.91			
5 years					31.07			
9 years			4		31.21			
12 years			<u>3</u> 4		32.92			
15 years			1		33.10			
19 years					33.24			
22 years								
25 years								

Records Division Manager	1	1	19.51	40	E	K
Sergeants	9		4 <u>2</u>	40	NE	P
5 years			26.55			
6 years			26.65			
7 years		4	26.77			
8 years		1	26.87			
9 years		1	26.98			
10 years		2 <u>1</u>	27.09			
11 years		2	27.18			
12 years		4	27.28			
13 years		1	27.39			
14 years			27.49			
15 years			27.61			
16 years		1	27.72			
17 years			27.82			
18 years			27.91			
19 years			28.02			
20 years			28.13			
21 years			28.24			
22 years			28.36			
23 years			28.46			
24 years			28.57			
25 years			28.66			
Police Officer	60		6 <u>3</u>	40	NE	J
Police Officer - Recruit		3 <u>8</u>	21.00			
1 year		3 <u>1</u>	22.14			
2 years		6 <u>5</u>	22.25			
3 years		2 <u>5</u>	23.30			
4 years		3 <u>4</u>	23.36			
5 years		4 <u>1</u>	24.12			
6 years		3 <u>5</u>	24.18			
7 years		4 <u>2</u>	24.23			
8 years		4 <u>2</u>	24.51			
9 years		4 <u>5</u>	24.63			
10 years		2	24.73			
11 years		1	24.85			
12 years		3 <u>2</u>	24.94			
13 years		5 <u>3</u>	25.06			
14 years		4 <u>2</u>	25.16			
15 years		2	25.27			
16 years		3	25.38			
17 years		3 <u>2</u>	25.48			
18 years		2	25.59			
19 years			25.70			
20 years			25.81			
21 years			25.90			
22 years			26.02			
23 years			26.12			
24 years			26.24			
25 years		4	26.34			

Executive Assistant II	1	1		23.46	40	NE	I
Administrative Assistant III					40	NE	D
Administrative Assistant II					40	NE	C
Records Clerk I	3	2	1	14.34	40	NE	C
Crime Analyst	1	1		25.10	40	E	K
Records Clerk II					40	NE	D
Records Clerk III	1	1		16.39	40	NE	E
					40	NE	C
Evidence Technician II	1	1		15.76	40	NE	F
Evidence Technician I	1	1		14.50	40	NE	C

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

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

Total Budgeted/Filled for Police Department	87	80	0	7
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Section F.

FIRE DEPARTMENT

AUTHORIZED POSITIONS

FY 17/18

HOURLY WAGE

POSITIONS	BUDGET TOTAL	FILLED		VACANT	ADJ. RATE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS					
Administrative Division								
Fire Chief	1	1			51.21	40	E	X
Deputy Fire Chief - Fire Prevention	1	1			37.81	40		T
Deputy Fire Chief - Operations	1	1			35.57	40	E	T
Office Manager	1					40	NE	I
Executive Assistant I	2	1			21.00		NE	F
			1		20.76			
Training Division								
Battalion Chief/ Training Officer	1	1			29.87		E	N
Fire Prevention Division								
Battalion Chief/ Fire Marshal							E	N
Fire Marshal							E	N
Deputy Fire Marshal III								M
Deputy Fire Marshal II	1	4		1	22.34		NE	L
Deputy Fire Marshal I	1						NE	J
			1		19.67			
Code Enforcement Supervisor								L
Code Enforcement Officer II							NE	J
Code Enforcement Officer I	3	2			21.25	40	NE	G
			1		19.01			
Code Enforcement Assistant						40	NE	C
Permit Technician	1	1			13.91			E
Permit Specialist						40	NE	C
						40	NE	F
Chief Building Inspector				1	30.86			N
Deputy Building Inspectors:								
Level I	1	1			23.76	40	NE	J
Level II						40	NE	L

Level III+Plans Review				40	NE	M
Chief Electrical Inspector	1	1	29.46	40	NE	M
Deputy Electrical Inspectors:						
Inspector Level I				40	NE	J
Inspector II+Plans Review	1	1	24.48	40	NE	L

Suppression Division

Fire Assistant Chief	3			40	E	P
Step 1			21.03			
Step 2			21.77			
Step 3			22.53			
Step 4			23.32			
Step 5			24.13			
Step 6		4	24.98			
Step 7		1	25.85			
Step 8		1	26.76			
Step 9		1	27.70			
Captains	15				NE	I
<10 years			17.77			
10 years			17.89			
15 years		8	17.98			
20 years		7	18.16			
Lieutenants	15				NE	H
<10 years			16.56			
10 years		40 11	16.77			
15 years		3 2	16.88			
20 years		2	17.40			
Firefighter	29			4 2	NE	E
Firefighter (Appointee)		3	12.75			
Firefighter (On Floor)			12.75			
6 months			13.75			
1 year		5 3	14.04			
2 years		4 5	14.23			
3 years		4 4	14.43			
5 years		4	14.71			
10 years		1	14.83			
15 years			14.93			
Firefighter (Relief Driver)					NE	F
COLA + \$0.39 + \$0.10						
2 years		4	14.86			
3 years		3 1	15.06			
4 years		4	15.11			
5 years		7 4	15.33			
10 years		4 3	15.45			
15 years		2	15.55			

Total Budgeted/Filled for Department	78	74	1	3
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Note: Firefighter Relief Driver is not a new position. \$0.10 is factored in the pay rate

Note: A person may hold the position of Code Enforcement Officer I for a period not to exceed one year without becoming a certified Property Maintenance Inspector.

Note: To be considered for the position of Code Enforcement Officer II must obtain Property Maintenance Inspector I, Level I Building Inspector and successful review. certified.

Note: A person may hold the position of Deputy Electrical Inspector Level I for a period not to exceed one year without becoming certified.

Note: Building Inspector levels are equivalent to steps. These levels are dictated by state certification, and successful performance review.

Note: Deputy Fire Marshal to have State certification within one year.

Note: To be considered for Deputy Fire Marshal II must obtain NFPA Fire Inspector I, and II, and successful review.

Note: To be considered for Deputy Fire Marshal III must obtain NFPA Fire protection plan review and successful performance review.

Note: As Inspection's Civil Service positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Section G.		AUTHORIZED POSITIONS			FY 17/18				
			FILLED		VACANT	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
ENGINEERING/PUBLIC WORKS DEPT. POSITIONS	BUDGET TOTAL	NON-CS	RCSS/CS						
City Engineer & Public Works Director	1	1				58.89	40	E	Z
Assistant Public Works Director	1	1				36.75	40	E	T
Storm Water & Drainage Engineer	1	1				36.96	40	E	R
Engineer Project Manager	1	1				34.68	40	E	N
Engineering Assistant III							40	E	M
Engineering Assistant II									L
Engineering Technician	1	1				22.34	40	E	J
Executive Assistant I	1	1				18.56	40	NE	F
Administrative Assistant III	1	1				15.30	40	NE	D
Floodwall Division									
EPW Floodwall Superintendent	1	1				29.58	40	E	N
Floodwall Operator	4						40	NE	F
80%						15.59			
85%						16.56			
90%						17.53			
95%						18.51			
100%		1	3			19.49			
Street Division									
EPW Street Superintendent	1	1				33.58	40	E	N
EPW Street Supervisor	2	1				<u>22.50</u>	40	E	L
Equipment Operator	3	1			2	<u>22.50</u>	40	E	L
80%						15.46		NE	E
85%						16.42			
90%						17.39			
95%						18.35			
100%		2	1	4		19.33			
Concrete Finisher	2				4			NE	E
80%						15.46			
85%						16.42			

90%		17.39
95%		18.35
100%	2	19.33

Right-Of-Way Maintenance Person	13		3		NE	C
80%		14.62				
85%		15.53				
90%		16.44	2			
95%		17.36	4	2		
100%		18.27	9			

Maintenance Division

EPW Fleet / Maintenance Superintende	1	1		36.06	40	E	O
EPW Maintenance Supervisor	1	1		23.53		E	L
Laborer	5		1			NE	C
80%				13.61			
85%				14.46			
90%				15.31			
95%				16.16			
100%		3	2	17.00	4	2	
Traffic Technician	1					NE	E
80%				15.59			
85%				16.56			
90%				17.53			
95%				18.51			
100%			1	19.48			
Journeyman Electrician	1	1		20.81		NE	J
Maintenance Technician	4		4			NE	E
80%				15.59			
85%				16.56			
90%				17.53			
95%			1	18.51			
100%		1	2	19.48			

Fleet Maintenance Division

EPW Fleet Supervisor	1	1		23.12		E	L
Administrative Assistant III	1	1		17.34	40	NE	D
Fleet Mechanic I						NE	G
Fleet Mechanic II	4					NE	I
		1		18.73			
		1		20.82			
		1		21.74			
		1		22.14			

Solid Waste Division

EPW Solid Waste Supervisor	2	1		23.13		E	L
		1		22.63			
EPW Compost Operations Supervisor	1	1		<u>22.50</u>		E	L
Administrative Assistant III	1	1		17.87	40	NE	D
Laborer	4		2		1	NE	C

80%				13.61		
85%				14.46		
90%				15.31		
95%				16.16		
100%		3	2	17.00		
Truck Driver	13				2	3
80%				14.51		
85%				15.41		
90%		1		16.32		
95%				17.23		
100%		7	2	18.13		
Right-Of-Way Maintenance Person	2				1	
80%				14.62		
85%				15.53		
90%				16.44		
95%				17.36		
100%		1		18.27		
Compost Equipment Operator	2				1	
80%				15.81		
85%				16.80		
90%				17.79		
95%				18.78		
100%		1		19.76		

Total Budgeted/Filled for Department	77	57	11	9
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Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

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

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

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

Section H.

POSITION	AUTHORIZED POSITIONS			FY 17/18 HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET	FILLED	VACANT				
	TOTAL	NON-CS	RCSS/CS				
Director of Parks Services	1	1		47.32	40	E	V
Recreation Superintendent	1	1		<u>27.33</u>	E	E	N
Parks Maintenance Superintendent	1	1		<u>28.45</u>	E	E	N
Cemetery Sexton	1	1		21.04	E	E	F
Special Events Coordinator	1	1		26.43	E	E	M
Recreation Specialist	2				E	E	
		1		<u>17.80</u>			
		1		16.72			
Executive Assistant I	1	1		<u>19.42</u>		NE	F
Administrative Assistant III	1	1		16.98		NE	D

Administrative Assistant II	1	1		<u>13.57</u>	NE	C
Maintenance Division						
Supervisor	1	1		22.62	E	L
Laborer	44	12		<u>5</u>	NE	C
80%		<u>1</u>		13.61		
85%		<u>2</u>		14.46		
90%		4		15.31		
95%		2		16.16		
100%		6	3	<u>2</u>		
Maintenance Technician	1					
80%				15.59		
85%				16.56		
90%				17.53		
95%		<u>1</u>		18.51		
100%				19.48		
Right-Of-Way Maintenance Person	3			4	NE	C
80%				14.62		
85%				15.53		
90%				16.44		
95%				17.36		
100%		<u>1</u>	2	18.27		

Total Budgeted/Filled for Department	27	18	4	5
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Note: As positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

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

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

Section I.

HUMAN RESOURCES

AUTHORIZED POSITIONS

FY 17/18

HOURLY WAGE ADJ.

HOURS WORK EXEMPT NON-EXEMPT PAY GRADE

POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
Director of Human Resources	1	1			<u>40.81</u>	40	E	V
Risk Manager								O
H R Generalist	2	1			<u>17.90</u>	40	E	G
		1			17.34			

Total Budgeted/Filled for Department	3	3	0	0
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Section J.

911 COMMUNICATION SERVICES

AUTHORIZED POSITIONS

FY 17/18

POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE			
Director	1	1			35.27	40	E	I
Assistant Director	1	1			29.39	40	E	L
Shift Supervisor	4	4	3	1	23.69	36/48	NE	G H
Telecommunicator	14	1		4	13.47	36/48	NE	F
		1			14.24	36/48	NE	F
		4	2		16.10	36/48	NE	F
		3	5		17.48	36/48	NE	F
		4			19.03	36/48	NE	F
		4	5		20.59	36/48	NE	F
E911 Administrative Secretary	1	1			16.56	40	NE	C
E911 Data Entry Clerk	1	1			16.78	40	NE	C
Total Budgeted/Filled for Department	22	21	0	1				

*Note: 36/48 refers to the 12 hour schedule that has people working an alternating three and four 12-hour shifts per week, or 2184 hours per year
 The two vacant Shift Supervisor Positions will be filled internally with existing Telecommunicators. When that happens, the authorized strength will go down to 22.
 Add Pays: 1) 1 TAC \$1/hr 2) 1 Radio Administrator \$1/hr 3) 2 CTO's \$0.50/hr

Agenda Action Form Paducah City Commission

Meeting Date: Feb. 13, 2018

Short Title: Declaration and Sale of Surplus Property at 1551 S. 5th St.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Nancy Upchurch
Presentation By: Tammara Tracy

Background Information:

This action would declare 1551 South 5th Street surplus property owned by the City of Paducah and authorize the transfer to the property to the sole bidder. The property was advertised in the Paducah Sun on Dec. 10, 2017 requesting interested parties to submit a bid on or before 9 AM on December 20, 2017. One bid was submitted.

Adjacent property owner Aleden E. and Roberta Haydel submitted a proposal offering \$150.00 for the lot. No immediate plans were submitted however, they stated in their proposal that they hope in the near future to combine the property with their existing properties and find an investor to build on the lot.

Staff Recommendations:

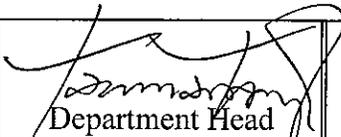
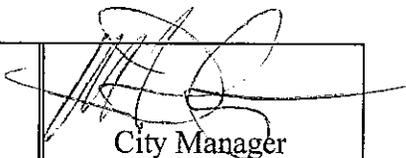
Transfer for the property to Aleden E. and Roberta Haydel for their offer of \$150 plus the cost of deed preparation (\$60.00) and recoding fee (\$17.00).

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Attachments: Additional supporting documentation to meet requirements to meet Sec. 2-668 of the Paducah Code of Ordinances.

 Department Head	City Clerk	 City Manager
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A MUNICIPAL ORDER ACCEPTING THE BID OF ALDEN E. & ROBERTA HAYDEL IN THE AMOUNT OF \$150 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 1551 SOUTH 5th STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for real property located at 1551 South 5th Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on December 10, 2017 and opened bids on December 20, 2017; and

WHEREAS, the City desires to accept the bid of Alden E. & Roberta Haydel who plan to combine the property with their existing properties and find an investor to build on the lot.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Alden E. & Roberta Haydel for the purchase of real property located at 1551 South 5th Street for \$150 plus recording and deed preparation fees.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

SECTION 3. 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 13, 2018
Recorded by Tammara S. Sanderson, City Clerk, February 13, 2018
\\mo\prop sale-1551 South 5th St

Sec. 2-668. Disposition of surplus or excess property.

1. Description of property: 1551 South 5th Street



2. Its intended use at the time of acquisition:

The lot at 1551 South 5th Street was acquired by the City of Paducah by Deed recorded in Deed Book 1267 Page 409 on Dec. 4, 2013. The City had no intended use at the time of the acquisition.

3. The reason why it is in the best interest of the City to dispose of the item:

Several months ago staff compiled a list of properties that the City had acquired over the years through various means. Since that time additional lots have been acquired with the goal of

transferring the lots to responsible citizens. It is in the best interest of the City to transfer this lot to a responsible party to reduce the inventory and cost of maintaining surplus property.

4. The method of disposition to be used:

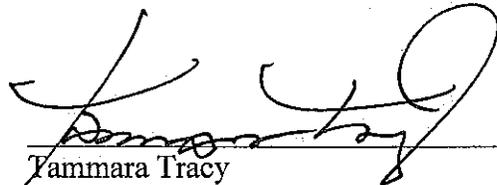
Sealed Bid: Only 1 bid received prior to the deadline

The property was advertised in the Paducah Sun on Dec. 10, 2017 requesting interested parties to submit a bid on or before 9 AM on December 20, 2017. One bid was submitted.

Adjacent property owner Alden E. and Roberta Haydel submitted a proposal offering \$150.00 for the lot. They own adjacent lots at 1703, 1705 and 1707 Broad Street. Future plans include combining lots and finding an investor to build on the property.

Staff Recommendations:

Transfer for the property to Alden E. and Roberta Haydel for their offer of \$150 plus the cost of deed preparation (\$60.00) and recording fee (\$17.00).



Tammara Tracy
Director Planning Department

Mark Thompson,
Acting City Manager

Nov 1, 2017

To: City of Paducah - Property Division
PO Box 2267
Ky 2082-2267

From: Alden E. Haydel & Roberta Haydel
subject: Seal bid on Property
At 1551 of south 5th street Paducah Ky,
offer of 150⁰⁰ plus 70⁰⁰ for paperwork

Plan for property hopefully in the
near future to change boundary lines
of all of or part of into ~~to~~ sections -
lines and to find a future investor/
Builder or Builders to improve the
City of Paducah in this area.

Thank You

Alden E. Haydel
412 State Street
Hazel, KY 42049

Agenda Action Form Paducah City Commission

Meeting Date: Feb. 13, 2018

Short Title: Declaration and Sale of Surplus Property at 923 N. 26th St.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Nancy Upchurch

Presentation By: Tammara Tracy

Background Information: This action would declare 923 North 26th Street surplus property owned by the City of Paducah and authorize the transfer to the property to the best-evaluated bid. Planning staff placed a sign on the property, and ran an ad in the Paducah Sun on January 7, 2018 requesting interested parties to submit a bid on or before 9 AM on January 22, 2018.

Bid # 1: Tarris McKinney submitted a proposal offering \$1.00 for the lot. In consideration for the City transferring the lot for \$1.00 he commits to a general rehab of a structure making it his personal residence. His proposed investment in the rehab of the property is \$40,000. Staff deemed his proposal unresponsive since he proposes to rehab a non-existent structure. Fire Prevention records show a demolition of the structure on the lot in January 2015.

Bid # 2: W K Rentals submitted a proposal to purchase the vacant lot offering \$2,500. Proposed improvements to the property include plans to construct a small single-family rental unit. The proposed investment is \$60,000. W K Rentals owns other properties in the neighborhood at 927 North 26th Street, 932 North 26th Street, and 936 North 26th Street.

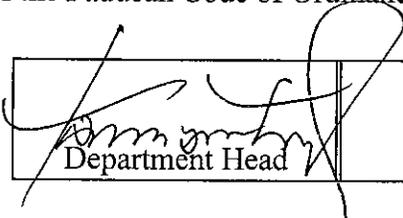
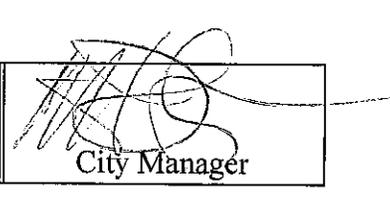
Staff Recommendations: Transfer for the property to the only responsive bidder, W K Rentals, for \$2,500 plus the cost of deed preparation (\$60.00) and recoding fee (\$17.00).

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Attachments: Additional supporting documentation to meet requirements to meet Sec. 2-668 of the Paducah Code of Ordinances.

 Department Head	 City Manager
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A MUNICIPAL ORDER ACCEPTING THE BID OF W K RENTALS IN THE AMOUNT OF \$2,500 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 923 NORTH 26TH STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for real property located at 923 North 26th Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on January 7, 2018 and opened bids on January 22, 2018; and

WHEREAS, the City desires to accept the bid of W K Rentals who proposes an investment of \$60,000 to construct a small single-family rental unit on the property.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of W K Rentals for the purchase of real property located at 923 North 26th Street for \$2,500 plus recording and deed preparation fees.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

SECTION 3. 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 13, 2018
Recorded by Tammara S. Sanderson, City Clerk, February 13, 2018
\\mo\prop sale-923 North 26th St.

Sec. 2-668. Disposition of surplus or excess property.

1. Description of property: 923 North 26th Street



2. Its intended use at the time of acquisition:

The City of Paducah acquired the property at 923 North 26th Street by deed dated June 11, 2016 and recorded in Deed Book 1303 Page 279 recorded on June 23, 2015. The City had no intended use at the time of the acquisition.

3. The reason it is in the best interest of the City to dispose of the item:

Several months ago, staff compiled a list of properties that the City had acquired over the years through various means. Since that time, the City has acquired additional lots with the goal of transferring them to responsible citizens. It is in the best interest of the City to transfer this lot to a responsible party to reduce the inventory and to lower the cost of maintaining surplus properties.

4. The method of disposition to be used:

Sealed Bid: Only two bids received prior to the deadline

Planning staff placed a sign on the property and ran an ad in the Paducah Sun on January 7, 2018 requesting interested parties to submit a bid on or before 9 AM on January 22, 2018.

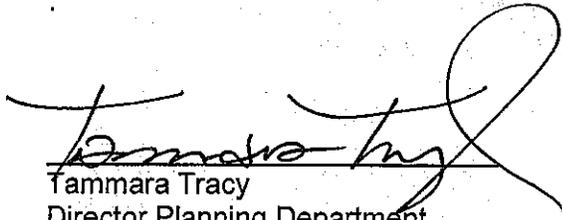
Bid # 1: Tarris McKinney submitted a proposal offering \$1.00 for the lot. In consideration of the City transferring the lot for \$1.00, he commits to a general rehab of a structure making it his personal residence. His proposed investment in the rehab of the property is \$40,000. Staff

deemed his proposal unresponsive since he proposes to rehab a non-existent structure. Fire Prevention records show a demolition of the structure on the lot in January 2015.

Bid # 2: W K Rentals submitted a proposal to purchase the vacant lot offering \$2,500. Proposed improvements to the property include plans to construct a small single-family rental unit. The proposed investment is \$60,000. W K Rentals owns other properties in the neighborhood at 927 North 26th Street, 932 North 26th Street, and 936 North 26th Street.

Staff Recommendations:

Transfer for the property to the only responsive bidder, W K Rentals for \$2,500 plus the cost of deed preparation (\$60.00) and recoding fee (\$17.00).



Tammara Tracy
Director Planning Department

Mark Thompson,
Acting City Manager

**City of Paducah
Surplus Property
Sealed Bid Form**

To be used for vacant lot only

Date: 1/18/2018

I/we proposal to purchase property located at: 923 North 26th Street
In consideration for the City of Paducah transferring the property; I/we propose to maintain the property in a manner that meets or exceeds the adopted property maintenance standards. In addition to maintaining the property; I/we propose to make the following improvements:

Build a house on the property. WK Rentals owns
927 N 26th, 932 N 26th 936 N 26th. The House built
Will be similar to what we own.

You may use the back of this sheet or attach additional pages if needed.

I/we will obtain all the necessary permits for the above improvements if applicable.

All proposed improvements to the property will be completed by: May 2019

Proposed value of improvements to the property: \$ 60,000

I/we offer to pay the City of Paducah \$ 2500.⁰⁰ for the property, plus the actual cost of the preparation of the deed and recording fees of approximately \$77.

Legal Name: WK Rentals

Address: Po. Box 3681 Paducah KY 42002

Home Phone Number: 270.331.3641 Work Number: 270.331.3641 Cell Number: 270.331-2861

This bid shall be submitted in a sealed envelope with the address of the property and the bidders name clearly printed on the outside of the envelope.

The bid may be mailed or submitted in person to:

Nancy Upchurch
City of Paducah
Planning Department
300 South 5th Street
Post Office Box 2267
Paducah, KY 42002-2237

If you have additional questions please contact
Nancy Upchurch 270-444-8690 or by email at nupchurch@paducahky.gov

By my initials here LL I understand and agree that unless I request in writing and agree to pay for a title search and title insurance the City of Paducah shall transfer the property without any implied or express warranties against defects in the title prior to the City's acquisition of this property.

THE CITY OF PADUCAH AND URBAN RENEWAL AND COMMUNITY DEVELOPMENT
AGENCY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Agenda Action Form Paducah City Commission

Meeting Date: Feb. 13, 2018

Short Title: Declaration and Sale of Surplus Property at 1234 N. 12th St.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Nancy Upchurch
Presentation By: Tammara Tracy

Background Information:

This action would declare 1234 North 12th Street surplus property owned by the City of Paducah and authorize the transfer to the property to the sole bidder. Planning staff placed a sign on the property, and ran an ad in the Paducah Sun on January 7, 2018 requesting interested parties to submit a bid on or before 9 AM on January 22, 2018.

Tarris McKinney submitted a proposal offering \$1.00 for the lot. In consideration for the City transferring the lot for \$1.00 he commits to a general rehab of the structure making it his personal residence. His proposed investment in the rehab of the property is \$40,000.

No other offers received.

Staff Recommendations:

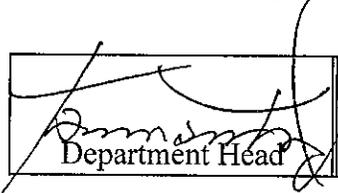
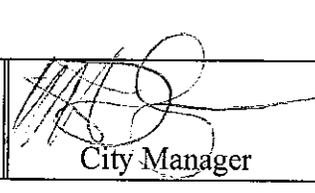
Transfer for the property to Tarris McKinney for his offer of \$1.00 plus the cost of deed preparation (\$60.00) and recoding fee (\$17.00).

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Attachments: Additional supporting documentation to meet requirements to meet Sec. 2-668 of the Paducah Code of Ordinances.

 Department Head	City Clerk	 City Manager
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A MUNICIPAL ORDER ACCEPTING THE BID OF TARRIS MCKINNEY IN THE AMOUNT OF \$1.00 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 1234 NORTH 12TH STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for real property located at 1234 North 12th Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on January 7, 2018 and opened bids on January 22, 2018; and

WHEREAS, the City desires to accept the bid of Tarris McKinney who proposes an investment of \$40,000 to rehabilitate the structure and make it his personal residence.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Tarris McKinney for the purchase of real property located at 1234 North 12th Street for \$1.00 plus recording and deed preparation fees.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

SECTION 3. 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 13, 2018
Recorded by Tammara S. Sanderson, City Clerk, February 13, 2018
\\mo\prop sale-1234 North 12th Street

Sec. 2-668. Disposition of surplus or excess property.

1. Description of property: 1234 North 12th Street



2. Its intended use at the time of acquisition:

The City of Paducah acquired the property at 1234 North 12th Street by deed dated Aug. 5, 2014 and recorded in Deed Book 1283 Page 573 recorded on August 14, 2014. The City had no intended use at the time of the acquisition.

3. The reason it is in the best interest of the City to dispose of the item:

Several months ago, staff compiled a list of properties that the City had acquired over the years through various means. Since that time, the City has acquired additional lots with the goal of transferring them to responsible citizens. It is in the best interest of the City to transfer this lot to a responsible party to reduce the inventory and cost of maintaining surplus property.

4. The method of disposition to be used:

Sealed Bid: Only one bid received prior to the deadline

Planning staff placed a sign on the property, and ran an ad in the Paducah Sun on January 7, 2018 requesting interested parties to submit a sealed bid on or before 9 AM on January 22, 2018.

Tarris McKinney submitted a proposal offering \$1.00 for the lot. In consideration for the City transferring the lot for \$1.00 he commits to a general rehab of the structure making it his personal residence. His proposed investment in the rehab of the property is \$40,000.

Staff Recommendations:

Transfer for the property to Tarris McKinney for their offer of \$1.00 plus the cost of deed preparation (\$60.00) and recoding fee (\$17.00).

Tammara Tracy
Director Planning Department

Mark Thompson,
Acting City Manager

**City of Paducah
Surplus Property
Sealed Bid Form**
To be used for vacant lot only

Date: 12/19/18

I/we proposal to purchase property located at: 1234 North 12th St.

In consideration for the City of Paducah transferring the property; I/we propose to maintain the property in a manner that meets or exceeds the adopted property maintenance standards. In addition to maintaining the property; I/we propose to make the following improvements:

Fix the house fully so I can move in and live at the residents.

You may use the back of this sheet or attach additional pages if needed.

I/we will obtain all the necessary permits for the above improvements if applicable. All proposed improvements to the property will be completed by: 1/5/19

Proposed value of improvements to the property: \$ 40,000

I/we offer to pay the City of Paducah \$ 1.00 for the property, plus the actual cost of the preparation of the deed and recording fees of approximately \$77.

Legal Name: Tarris McKinney

Address: 1732 Levin Ave

Home Phone Number: ☐ Work Number _____ Cell Number 270-331-8184

This bid shall be submitted in a sealed envelope with the address of the property and the bidders name clearly printed on the outside of the envelope.

The bid may be mailed or submitted in person to:

Nancy Upchurch
City of Paducah
Planning Department
300 South 5th Street
Post Office Box 2267
Paducah, KY 42002-2237

If you have additional questions please contact
Nancy Upchurch 270-444-8690 or by email at nupchurch@paducahky.gov

By my initials here TM I understand and agree that unless I request in writing and agree to pay for a title search and title insurance the City of Paducah shall transfer the property without any implied or express warranties against defects in the title prior to the City's acquisition of this property.

THE CITY OF PADUCAH AND URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY
RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Agenda Action Form Paducah City Commission

Meeting Date: February 13, 2018

Short Title: Donation of property located at 3330 Wayne Sullivan Drive

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Eric Hickman, P.E., Storm Water & Drainage Engineer
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

Chief Paduke Development has agreed to donate the property located at 3330 Wayne Sullivan Drive (Tract F) as described on the Deed of Conveyance to the City as it is not suitable for development. However, said property is suitable for a regional storm water management ponding area consisting of 3.11 acres to the City of Paducah for the following considerations:

- Chief Paduke Development will retain and maintain an existing easement and proceeds generated by a pre-existing billboard sign in perpetuity.
- Tract E property as shown on the revised plat of Yopp-Roof Industrial Park and of record in Plat Book G, page 219, will be exempt from storm water management requirements should it be developed as the subject property being donated has the residual capacity for those purposes.

This property will serve as a ponding area for a large watershed of which outlets through the City of Paducah's Floodwall.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

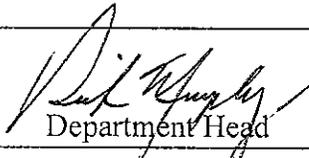
Funds Available: Account Name: NA
Account Number: NA
Project Number: NA

Finance

Staff Recommendation:

To adopt a Municipal Order authorizing the Mayor to execute a Deed of Conveyance and all related documents on behalf of the City of Paducah with Chief Paduke Development Corporation for a donation of the real property located at 3330 Wayne Sullivan Drive.

Attachments: Deed of Conveyance

 Department Head	City Clerk	 City Manager
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A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, APPROVING THE DONATION OF LAND GENERALLY LOCATED AT 3330 WAYNE SULLIVAN DRIVE, PADUCAH, KENTUCKY FROM CHIEF PADUKE DEVELOPMENT CORPORATION; AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE, FOR THE PURPOSE OF STORMWATER MANAGEMENT

WHEREAS, the City Engineers Office of the City of Paducah, Kentucky, (the "City"), has determined that it is beneficial for the City to acquire the real property of Chief Paduke Development Corporation generally located at 3330 Wayne Sullivan Drive, in Paducah, McCracken County, Kentucky (the "Property") to serve as a ponding area for current and future stormwater management; and

WHEREAS, in exchange for this donation of the Property, the City agrees and covenants with Chief Paduke Development Corporation as to the following:

- (a) Chief Paduke Development Corporation shall retain and maintain a permanent and exclusive easement for purposes of the continual maintenance, repair, and replacement of a pre-existing billboard sign and all income generated therefrom; and
- (b) the exemption and waiver of Tract E as shown on the Revised Plat of Yopp-Roof Industrial Park, of record in Plat Book G, page 219, from any and all storm water management requirements should Tract E be developed as the Property donated has the residual capacity for those purposes.

NOW, THEREFORE, IT IS ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH,

SECTION 1. Recitals and Authorizations. The Board of Commissioners hereby approves and consents to the donation of the Property from Chief Paduke Development Corporation for and in exchange for the consideration set forth above; and further authorizes the Mayor to certify and execute the consideration certificate contained in the deed of conveyance from Chief Paduke Development Corporation to the City of Paducah, Kentucky for the Property generally located at 3330 Wayne Sullivan Drive, Paducah, in McCracken County, Kentucky. It is determined that it is necessary and

desirable and in the best interest of the City to accept this donation and execute the consideration certificate contained in said deed of conveyance, which deed of conveyance and consideration certificate are hereby authorized and approved.

SECTION 2. Severability. If any section, paragraph or provision of this Order shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Order.

SECTION 3. 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 S. Sanderson, City Clerk

Adopted by the Board of Commissioners, February 13, 2018

Recorded by Tammara S. Sanderson, City Clerk, February 13, 2018

\\mo\prop donated -- 3330 Wayne Sullivan Dr
210120.doc

DEED OF CONVEYANCE

THIS DEED made and entered into this the 29th day of JANUARY, 2018, by and between CHIEF PADUKE DEVELOPMENT CORPORATION, a Kentucky corporation, whose mailing address is P O Box 2500, Paducah, KY 42002, hereinafter called Grantor, and CITY OF PADUCAH, KENTUCKY, a municipal corporation of the home rule class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate, of P.O. Box 2267, Paducah, Kentucky 42002, hereinafter called Grantee;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of \$1.00, cash in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, and in further consideration of Grantee exempting, waiving and releasing Tract E as shown on the Revised Plat of Yopp-Roof Industrial Park and of record in Plat Book G, page 219, McCracken County Court Clerk's Office, which tract is lying adjacent to Tract F conveyed herein, from any and all requirements for a stormwater management system as set forth in the Paducah Code of Ordinances, as may be amended, which exemption, waiver and release shall be a covenant running with the aforesaid Tract E, and other good and valuable consideration, Grantor sold and does by these presents grant, bargain, sell, alien and convey unto the Grantee, its successors and assigns forever, together with all the improvements, appurtenances and rights thereunto belonging, the following described property, lying and being in McCracken County, Kentucky,

and more particularly described as follows:

TRACT F AS SHOWN ON THE REVISED PLAT OF YOPP-ROOF INDUSTRIAL PARK AND JOHN W. KEILER II PROPERTY, OF RECORD IN PLAT BOOK "G", PAGE 219, MCCRACKEN COUNTY COURT CLERK'S OFFICE, CONSISTING OF 3.11 ACRES. SUBJECT, HOWEVER, TO A DRAINAGE EASEMENT 40 FEET IN WIDTH AS SHOWN ON SAID PLAT.

EXCEPTING AND RESERVING UNTO CHIEF PADUKE DEVELOPMENT CORPORATION, ITS SUCCESSORS, ASSIGNS, TENANTS AND INVITEES THE FOLLOWING PERMANENT AND EXCLUSIVE EASEMENT FOR PURPOSES OF THE CONTINUAL MAINTENANCE, REPAIR, REPLACEMENT OF, AND INGRESS AND EGRESS TO AN ADVERTISING BILLBOARD OR OTHER SIGNAGE USES, INCLUDING WITHOUT LIMITATION ANY AND ALL REVENUES, RENTS AND OTHER INCOME GENERATED THEREFROM WHICH EASEMENT IS DESCRIBED AS FOLLOWS:

A CERTAIN EASEMENT CONTAINING 1,822 SQUARE FEET LOCATED ON THE NORTH SIDE OF WAYNE SULLIVAN DRIVE ON THE CHIEF PADUKE DEVELOPMENT CORPORATION PROPERTY DESCRIBED IN TRACT NO. II [TRACT F] OF DEED BOOK 573, PAGE 72 AND RECORDED IN PLAT BOOK "G", PAGE 219 IN THE MCCRACKEN COUNTY CLERK'S OFFICE, MCCRACKEN KENTUCKY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS DESCRIBED HEREIN ARE BASED ON A MAGNETIC BEARING TAKEN ON DECEMBER 12, 1994. BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY OF WAYNE SULLIVAN DRIVE, SAID POINT LIES SOUTH 36 DEGREES 02 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 15.17 FEET FROM A 1/2" DIAMETER BY 24" LONG REBAR AND CAP STAMPED "D.H. DUMMER 1955" LOCATED AT THE SOUTHWEST CORNER OF THE PARENT TRACT OF LAND;

THENCE FROM THE POINT OF BEGINNING NORTH 45 DEGREES 23 MINUTES 02 SECONDS EAST FOR A DISTANCE

OF 42.26 FEET WITH THE EAST LINE OF A BILLBOARD EASEMENT TO A POINT AT THE NORTHEAST CORNER OF SAID BILLBOARD EASEMENT;

THENCE SOUTH 44 DEGREES 36 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 40.00 FEET TO A POINT;

THENCE SOUTH 45 DEGREES 23 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 49.04 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF WAYNE SULLIVAN DRIVE;

THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 40.57 FEET, A RADIUS OF 1,482.40 FEET, A CHORD BEARING OF NORTH 34 DEGREES 59 MINUTES 15 SECONDS WEST, AND A CHORD LENGTH OF 40.57 FEET, WITH THE NORTH RIGHT OF WAY OF WAYNE SULLIVAN DRIVE TO THE POINT OF BEGINNING.

BEING A PART OF THE SAME PROPERTY CONVEYED TO CHIEF PADUKE DEVELOPMENT CORPORATION BY DEED DATED MARCH 1, 1975, OF RECORD IN DEED BOOK 573, PAGE 72, MCCracken COUNTY COURT CLERK'S OFFICE.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto Grantee, its successors and assigns forever, with Covenant of General Warranty, except easements, covenants and restrictions of record.

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the foregoing transfer of real property is made by gift, nominal consideration, or no consideration and, further, that the estimated fair cash value for the property hereby transferred is \$85,000.00.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands.

CHIEF PADUKE DEVELOPMENT CORPORATION

CITY OF PADUCAH, KENTUCKY

By [Signature]
Title Pres.

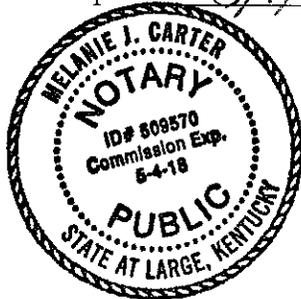
By _____
Title _____

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this 29th day of JANUARY, 2018, by W. David Denton, President, of CHIEF PADUKE DEVELOPMENT CORPORATION, a Kentucky corporation, on behalf of said corporation, Grantor.

My commission expires 5/4/2018.



[Signature]
NOTARY PUBLIC, STATE AT LARGE
Notary ID# 809570

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____ day of _____, 2018, by _____, _____ (title), of City of Paducah, Kentucky, a municipal corporation of the home rule class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate, Grantee.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
Notary ID# _____

This instrument prepared by:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

DENTON LAW FIRM, PLLC
P. O. Box 969
Paducah, KY 42002-0969
206409

Send 2018 tax bill to:
City of Paducah
P O Box 2267
Paducah, KY 42002-2267

CERTIFICATE OF DEDICATION

WHEREAS JOHN W. KEILER, JR. AND CHARLES O. JARBOE, CHAIRMAN AND SECRETARY OF THE BOARD OF HEALTH OF THE COUNTY OF KENTUCKY, HAVE CAUSED TO BE A PORTION OF THE JOHN W. KEILER II PROPERTY, PUBLIC USE TITLE AS CALLED "INDUSTRIAL PARK II" THROUGH THE STATE OF KENTUCKY, TO BE DEDICATED TO THE PUBLIC USE OF THE COUNTY OF KENTUCKY;

Charles O. Jarboe
 CHAIRMAN

AND WHEREAS JOHN W. KEILER, JR., A NOTARY PUBLIC WITHIN AND FOR THE COUNTY OF KENTUCKY, HAS CAUSED TO BE A PORTION OF THE JOHN W. KEILER II PROPERTY, PUBLIC USE TITLE AS CALLED "INDUSTRIAL PARK II" THROUGH THE STATE OF KENTUCKY, TO BE DEDICATED TO THE PUBLIC USE OF THE COUNTY OF KENTUCKY;

MY COMMISSION EXPIRES: AUG 10, 1965
John W. Keiler, Jr.
 NOTARY PUBLIC
 SINCE MARRIAGE - JOHANN ADAMS

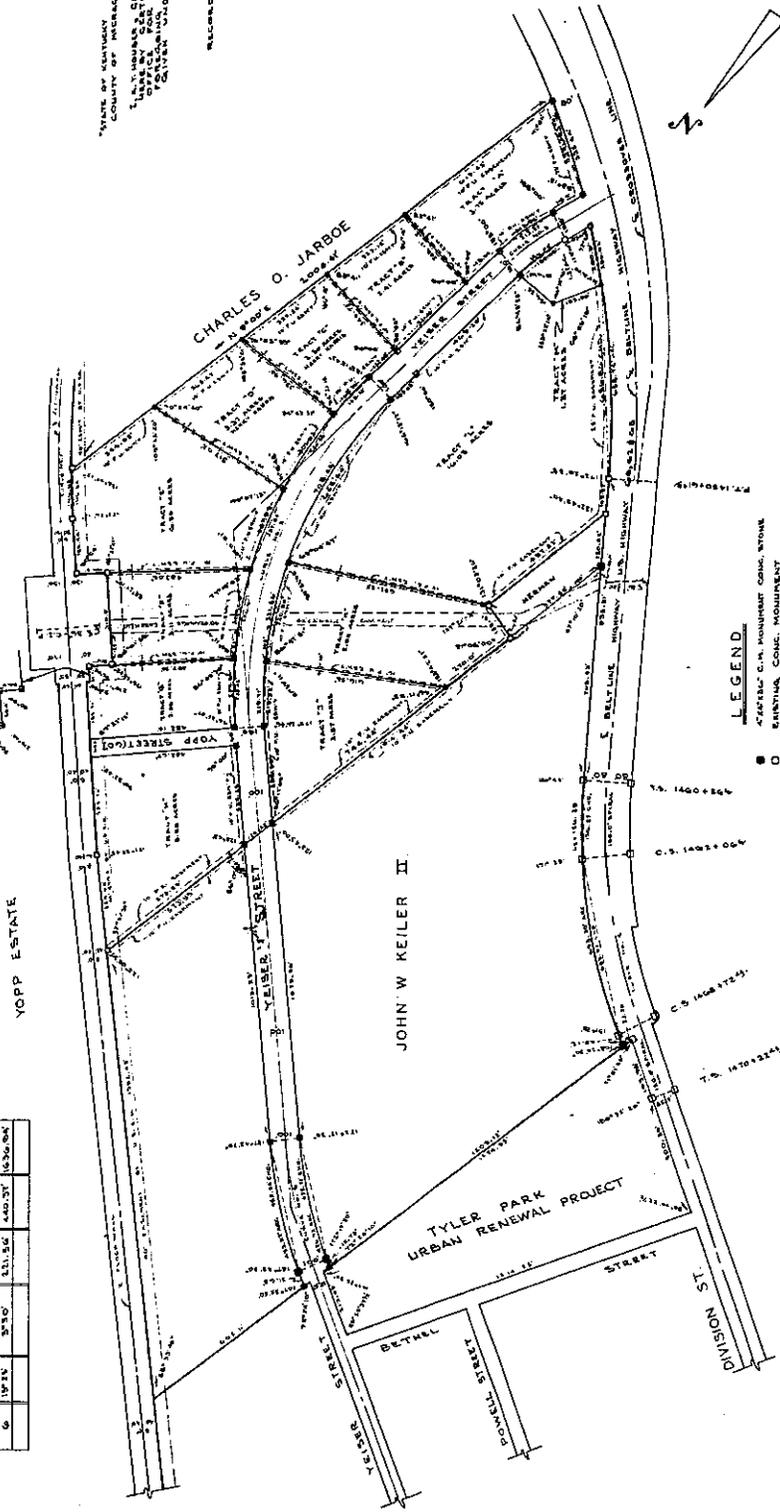
C-CURVE DATA

CURVE	DELTA	DEG. CURVE	TANGENT LENGTH	RADIUS
1	72° 00'	37.00'	124.92'	1000.00'
2	87° 00'	47.00'	164.55'	1312.20'
3	102° 00'	57.00'	204.18'	1624.40'
4	117° 00'	67.00'	243.81'	1936.60'
5	132° 00'	77.00'	283.44'	2248.80'
6	147° 00'	87.00'	323.07'	2561.00'

REVISED PLAT
**YOPP-ROOF INDUSTRIAL PARK
 AND
 JOHN W. KEILER II PROPERTY**
 U S HIGHWAY 62
 MC CRACKEN COUNTY, KENTUCKY
 SCALE: 1"=200' DATE: JUNE, 1965

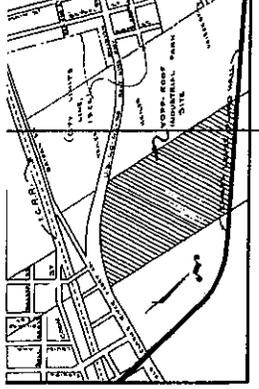
DEVELOPED BY
DR. RAYMOND L. ROOF
 PADUCAH, KENTUCKY

SOURCE OF TITLE: DEED BOOK 311, PAGE 483 YOPP-ROOF TRACT C
 DEED BOOK 311, PAGE 68 HARRIS TRACT D
 DEED BOOK 381, PAGE 192 KEILER TRACT E



LEGEND
 ○ CENTER OF RAILROAD CROSSING
 ● CENTER OF MONUMENT CORNER
 ● 1"=50' HORIZONTAL SCALE
 ○ 1"=50' VERTICAL SCALE
 ○ 1"=50' RADIUS
 ○ 1"=50' RADIUS

NOTE:
 ORIGINAL PLAT OF YOPP-ROOF INDUSTRIAL PARK IS OF RECORD IN PLAT BOOK 112, PAGE 352, DATE 12/15/64



CERTIFICATES:

UNLESS ACTIVITY REQUIRED BY CHARTERED ORGANIZATION, THIS PLAT IS NOT TO BE CONSIDERED VALID UNLESS IT IS FIRST APPROVED BY THE BOARD OF HEALTH OF THE COUNTY OF KENTUCKY, AND AN ORDER OF DEDICATION IS FIRST OBTAINED FROM THE BOARD OF HEALTH OF THE COUNTY OF KENTUCKY.

FOR YOUR INFORMATION THE PADUCAH-INGERSOLL CO., PLANNING COMMISSION AT A MEETING HELD ON JUNE 15, 1965, HAS APPROVED THIS PLAT.
Charles O. Jarboe CHAIRMAN
John W. Keiler, Jr. SECRETARY
 DATE: JUNE 15, 1965
 PADUCAH-INGERSOLL COUNTY PLANNING COMMISSION EXECUTIVE SECRETARY

STATE OF KENTUCKY
 COUNTY OF MC CRACKEN

BEFORE ME, CLERK OF THE COURT FOR THE COUNTY AND STATE OF KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WAS FILED WITH ME ON THE 15TH DAY OF JUNE, 1965, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT AS FILED WITH ME ON THE 15TH DAY OF JUNE, 1965.

RECORDED IN PLAT BOOK 112, PAGE 352, DATE 12/15/64

CERTIFICATE OF DEDICATION

WHEREAS THE BOARD OF HEALTH OF THE COUNTY OF KENTUCKY, HAS CAUSED TO BE A PORTION OF THE JOHN W. KEILER II PROPERTY, PUBLIC USE TITLE AS CALLED "INDUSTRIAL PARK II" THROUGH THE STATE OF KENTUCKY, TO BE DEDICATED TO THE PUBLIC USE OF THE COUNTY OF KENTUCKY;

AND WHEREAS JOHN W. KEILER, JR., A NOTARY PUBLIC WITHIN AND FOR THE COUNTY OF KENTUCKY, HAS CAUSED TO BE A PORTION OF THE JOHN W. KEILER II PROPERTY, PUBLIC USE TITLE AS CALLED "INDUSTRIAL PARK II" THROUGH THE STATE OF KENTUCKY;

MY COMMISSION EXPIRES: AUG 10, 1965
John W. Keiler, Jr.
 NOTARY PUBLIC
 SINCE MARRIAGE - JOHANN ADAMS

THE BOARD OF HEALTH OF THE COUNTY OF KENTUCKY, HAS CAUSED TO BE A PORTION OF THE JOHN W. KEILER II PROPERTY, PUBLIC USE TITLE AS CALLED "INDUSTRIAL PARK II" THROUGH THE STATE OF KENTUCKY, TO BE DEDICATED TO THE PUBLIC USE OF THE COUNTY OF KENTUCKY.

FOR YOUR INFORMATION THE PADUCAH-INGERSOLL CO., PLANNING COMMISSION AT A MEETING HELD ON JUNE 15, 1965, HAS APPROVED THIS PLAT.
Charles O. Jarboe CHAIRMAN
John W. Keiler, Jr. SECRETARY
 DATE: JUNE 15, 1965
 PADUCAH-INGERSOLL COUNTY PLANNING COMMISSION EXECUTIVE SECRETARY

STATE OF KENTUCKY
 COUNTY OF MC CRACKEN

BEFORE ME, CLERK OF THE COURT FOR THE COUNTY AND STATE OF KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WAS FILED WITH ME ON THE 15TH DAY OF JUNE, 1965, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT AS FILED WITH ME ON THE 15TH DAY OF JUNE, 1965.

RECORDED IN PLAT BOOK 112, PAGE 352, DATE 12/15/64

**Agenda Action Form
Paducah City Commission**

Meeting Date: 13 February 2018

Short Title: 2018 Kentucky Litter Abatement Program grant receipt

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Adam Shull

Presentation By: Tammara Tracy

Background Information: The Kentucky Division of Waste Management (DWM) provides funds across the Commonwealth to local jurisdictions for litter abatement. The award amount is based on a street mileage formula with Paducah having 223 miles. The City of Paducah has been awarded \$14,093.51 for the 2018 Litter Abatement Program, which the Engineering/Public Works Department will use for litter/trash pick-up along roadways and in within the parks. This grant also funds street sweeping activities, personnel costs, and disposal costs.

This award requires no local cash or in-kind match.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name:
Account Number:
Project Number:

Finance

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

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH KENTUCKY
DIVISION OF WASTE MANAGEMENT FOR THE 2018 ENGINEERING/PUBLIC WORKS
DEPARTMENT LITTER ABATEMENT PROGRAM

WHEREAS, the City of Paducah applied for a Litter Abatement Grant, adopted by
Municipal Order No. 2005 on September 12, 2017, to be used by the Engineering/Public Works
Department for litter and trash pick-up along roadways and in parks; and

WHEREAS, the Division of Waste Management has approved the City's Request and
Agreement for Litter Abatement Program Grant Funding is now ready to award this grant.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of
\$14,093.51 through Kentucky Division of Waste Management to be used by the Engineering/Public
Works Department for litter and trash pick-up along roadways and in parks. No local match is required.

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

Mayor

ATTEST:

Tammara Sanderson, City Clerk

Adopted by the Board of Commissioners February 13, 2018
Recorded by Tammara Sanderson, City Clerk, February 13, 2018
MO\grants\award-2018 Litter Abatement

**Agenda Action Form
Paducah City Commission**

Meeting Date: 13 Feb 2018

Short Title: Highway Safety Grant Application

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: David White and Adam Shull
Presentation By: Brandon Barnhill

Background Information:

The Paducah Police Department (PPD) seeks a grant from the Kentucky Transportation Cabinet's Highway Safety program for reimbursement of overtime work involved with traffic safety and for equipment for officers. The program covers several categories of overtime projects (impaired driving, occupant protection, police traffic services and other traffic safety problems areas) that include DUI arrests, speeding citations, seat belt citations, and child restraint citations. Also, due to the number of fatal crashes occurring during nighttime hours across the Commonwealth, and specifically lower nighttime seat belt usage throughout the state, successful applicants will dedicate a minimum of 50% of overtime work to nighttime enforcement. The PPD has been a successful applicant to this program for several years and is currently implementing this program from the most recent funding cycle. No match is required. PPD is requesting \$30,888 in grant funds for overtime pay for officers.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

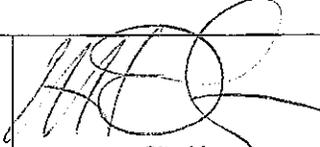
Funds Available:

Account Name:
Account Number:
Project Number:

Finance

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

Attachments:

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS NECESSARY FOR A REIMBURSEMENT GRANT FOR FY2019 IN THE AMOUNT OF \$30,888.00 THROUGH THE KENTUCKY TRANSPORTATION CABINET'S HIGHWAY SAFETY PROGRAM FOR FUNDING TO BE USED FOR OVERTIME HOURS ASSOCIATED WITH SPECIFIC TRAFFIC ENFORCEMENT FOR THE PADUCAH POLICE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents necessary for a reimbursement grant for FY2019 through the Kentucky Transportation Cabinet's Highway Safety Program in the amount of \$30,888.00. Said grant funds shall be expended for overtime hours associated with traffic enforcement activities with a minimum of 50% of overtime work being dedicated to nighttime enforcement for the Paducah Police Department. No local cash or in-kind contribution is required.

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 13, 2018
Recorded by Tammara S. Sanderson, City Clerk, February 13, 2018
\\mo\grants\app-police highway safety FY2019

Agenda Action Form Paducah City Commission

Meeting Date: February 13, 2018

Short Title: Contract Addendum for Interim City Manager

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: David Denton & Holly Jones

Presentation By: Mark Thompson

Background Information: On January 9, 2018 the City Commission took action to approve Mark Thompson as Interim City Manager effective January 13, 2018. Attached is the addendum to Mr. Thompson's original contract with the City of Paducah dated April 10, 2001.

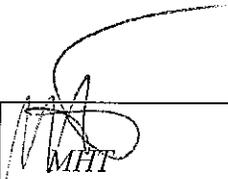
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: General Fund - Parks

Finance

Staff Recommendation: Approval

Attachments: Contract and addenda

 MHT Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY,
 APPROVING A SECOND AMENDMENT TO MARK THOMPSON'S
 EMPLOYMENT CONTRACT AND AUTHORIZING THE EXECUTION OF THE
 AMENDMENT

WHEREAS, on January 12, 2018, the City and Mark Thompson entered into Amendment No. 1 to Mark Thompson's employment contract, appointing him as Interim City Manager; and

WHEREAS, the City and Mark Thompson now wish to enter into a second amendment to the employment contract to provide for changes to Mark Thompsons salary and benefits;

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

Section 1. Recitals and Authorization. The City hereby approves the Second Amendment to the employment contract among the City and Mark Thompson in the form attached hereto as Exhibit A and made part hereof. The Mayor of the City is hereby authorized to execute the Amendment. It is further ordered that the City Finance Officer and Human Resources Officer shall take such administrative steps deemed necessary to implement Exhibit A.

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.

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

 MAYOR

ATTEST:

 Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, February 13, 2018
 Recorded by Tammara S. Sanderson, City Clerk, February 13, 2018
 \mo\2nd Amendment Employment Agree-Mark Thompson

EXHIBIT A

ADDENDUM TO EMPLOYMENT AGREEMENT

See attachment.

Second Amendment to Employment Agreement

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

(“Addendum”) is entered into by and between the CITY OF PADUCAH, a municipal corporation (hereinafter referred to as “Employer”) and MARK THOMPSON, (hereinafter referred to as “Employee”).

WHEREAS, Employee is currently employed as the Interim City Manager and Parks and Recreation Director for the City of Paducah; and

WHEREAS, by reason of a Municipal Order adopted by Employer on January 9, 2018 the salary and benefits of Employee were to be adjusted; and

WHEREAS, Employer and Employee agreed the following as a mutually satisfactory adjustment;

NOW THEREFORE, for and in consideration of the following premises, the parties hereto agree as follows:

1. Salary and Benefits. Employer agrees to pay to Employee an annual salary of \$105,000.00, retroactive to January 13, 2018. The Employer further agrees to make the Federal maximum allowable contribution to Employee’s Designated Deferred Compensation Account. The aforesaid Employee’s salary and retirement benefits shall not change but shall continue upon termination of Employee’s employment as Interim City Manager and recommencement of employment as the Employer’s Parks and Recreation Director. Additionally, Employer agrees to provide Employee with a one-time addition of ten (10) vacation days, which will go into his personal account to be used in accordance with Employer’s applicable policies.

2. Term. Employee shall continue as the Interim City Manager until the effective date of the employment of a new city manager or upon being discontinued by action of the Board of Commissioners.

3. Ratification. Except as provided herein, all other terms of Employee’s contract for employment as Parks and Recreation Director and Amendment No. 1 thereto are hereby reaffirmed and ratified by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered into this Addendum as of the Effective Date.

EMPLOYEE:

EMPLOYER:

Mark Thompson

Brandi Harless,
Mayor, City of Paducah

RE: APPOINTMENT AS INTERIM CITY MANAGER

AMENDMENT NO. 1

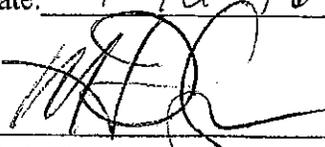
Upon a motion made, seconded, and unanimously adopted by the Board of Commissioners of the City of Paducah at its regular meeting of January 9, 2018, the contract between Mark Thompson and the City of Paducah, dated April 10, 2001 is hereby amended as follows:

1. Commencing on January 13, 2018, and pursuant to Section 2-93(i) of the Code of Ordinances Mark Thompson is appointed as the Interim City Manager of the City of Paducah and shall possess all powers, duties and responsibilities delegated to that position by the laws and regulations of the City and the Commonwealth of Kentucky.
2. Mark Thompson shall serve as the Interim City Manager until further action by the Board of Commissioners.
3. At all times contemplated herein Mark Thompson shall continue as the Director of Parks and Recreation.
4. Mark Thompson's current salary and benefits remain unchanged but, will be reviewed by the parties within two (2) weeks of the execution of this Amendment.
5. Mark Thompson's contract as Director of Parks and Recreation dated April 10, 2001 is hereby reaffirmed.



Brandi Harless, Mayor

Date: 1-12-18



Mark Thompson, Interim City Manager

Date: 1-12-2018

**AGREEMENT TO EMPLOY MARK THOMPSON
AS PADUCAH RECREATION DIRECTOR**

This Agreement, made and entered into this 10TH day of APRIL, 2001, by and between the CITY OF PADUCAH, KENTUCKY, a Municipal Corporation, hereinafter called "City", party of the first part, and Mark Thompson, hereinafter called "Recreation Director", party of the second part, both of whom understand as follow:

WITNESSETH:

WHEREAS, the Board of Commissioners of the City of Paducah desires to employ Mark Thompson as Recreation Director; and

WHEREAS, the Board of Commissioners desires to (1) secure and retain the services of Mark Thompson as Recreation Director and to provide inducement for him to remain in such employment, (2) to make possible full work productivity and independence by assuring his morale and peace of mind with respect to future security, and (3) to provide a just means for terminating his service at such time that the Board of Commissioners may desire to no longer employ him as Recreation Director; and

WHEREAS, Mark Thompson desires to accept employment as Recreation Director of the City of Paducah.

NOW THEREFORE, the parties agree as follows:

1. APPOINTMENT

The Board of Commissioners hereby appoints Mark Thompson as Recreation Director of the City of Paducah.

2. DUTIES

Recreation Director shall serve as Chief Administrative Officer of the City of Paducah Recreation Department under the direction of the City Manager. He will perform the duties of Recreation Director as prescribed by the laws of the Commonwealth of Kentucky, the Charter, and Ordinances of the City of Paducah, and will perform additional tasks and functions as directed by the City Manager and the Board of Commissioners.

3. TERM

Recreation Director serves at the pleasure of the Board of Commissioners. Nothing in this Agreement shall prevent, limit or otherwise interfere

With the right of the Board of Commissioners to terminate the services of the Recreation Director at any time, subject only to the "Termination of Appointment" section of this Agreement.

4. BEGINNING DATE

Recreation Director will arrive in Paducah and begin his duties no later than May 14th, 2001.

5. RECREATION DIRECTOR COMMITMENTS

While serving as Recreation Director, Mark Thompson agrees to remain in the exclusive employ of the City, except that he may engage in occasional teaching, sports officiating, writing or speaking on his own time. If outside compensation is provided for such services, the Board of Commissioners shall be notified in advance.

6. INDEMNIFICATION

Whenever the Recreation Director shall be sued for damages arising out of the performance of his duties, the City shall provide defense counsel for the Recreation Director in such suit and indemnify him from any judgment rendered against him, provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Recreation Director, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

7. HOURS OF WORK

The Recreation Director is "on call" 24 hours a day. The minimum workweek for the Recreation Director shall be 40 hours plus any additional time reasonably required to discharge the responsibilities of the office. Since the Recreation Director must devote a great deal of time outside of normal office hours to City business, he is allowed to take compensatory time off during normal office hours.

8. SALARY

City agrees to pay the Recreation Director an annual base salary of \$58,000.

9. COMPENSATION ADJUSTMENT

The City Manager will review the Recreation Director's compensation annually and recommend adjustments to the Board of Commissioners. In considering compensation increases the City Manager will weigh the Recreation Director's

performance, the compensation of Recreation Director's serving comparable jurisdictions in Kentucky and neighboring states, increases granted to other employees, and the resources of the City. On July 1, 2001 the Recreation Director will receive the 3% cost of living increase provided all other city employees.

10. VEHICLE ALLOWANCE

The Recreation Director may choose either to have the City provide to him exclusive use of a vehicle for City business or to pay him a vehicle allowance of \$500/month.

11. RETIREMENT

The Recreation Director may participate in the defined benefit retirement programs provided by the City for the benefit of its other employees. Alternatively, the Recreation Director may participate in a city deferred compensation plan. If this alternate is chosen in addition to the Recreation Director's salary, the City shall pay \$5,000 a year to a deferred compensation plan to provide a retirement annuity for the Recreation Director.

12. LEAVE

The Recreation Director shall accrue sick leave at the rate of 1 1/2 days per month and vacation leave at the rate of 5/6 days per month. In addition, the Recreation Director shall be credited with ten days vacation leave upon execution of this contract to assist with house hunting, moving and other transitional needs. After the first year of employment the leave accrual rates and limits, which apply to other administrative employees, will apply to the Recreation Director.

13. PROFESSIONAL DEVELOPMENT

The City will pay the Recreation Director's professional association subscriptions, memberships and participation costs, including attendance at the annual conference of National Recreation and Parks Association, and within budgetary limits will support his continued professional development. The City acknowledges that the Recreation Director may pursue offices in National or State Professional Associations and will allow him paid time to serve as a Board Member/Officer.

14. INSURANCE AND OTHER BENEFITS

The Recreation Director will participate in the City's health insurance and other benefits on the same terms as provided for other administrative employees.

15. RELOCATION

The City will reimburse the Recreation Director up to \$4,000 of the cost of moving his household belongings from Alabama to Paducah. Costs eligible for reimbursement include packing, moving, storage, unpacking, insurance charges and travel between Alabama and Paducah. The City will reimburse the Recreation Director up to \$2,500 of the cost of temporary housing in Paducah. Reimbursement requests shall be supported by receipts for expenditures.

16. TERMINATION OF APPOINTMENT

If the Board of Commissioners decides to terminate the Recreation Director or requests his resignation, the Board of Commissioners will either give the Recreation Director six months' notice before the termination takes effect, or will offer to pay a severance payment to the Recreation Director. Such severance payment shall be a lump sum cash payment equal to six months of salary as defined in Paragraph 8 above.

If the Recreation Director elects to accept the aforesaid severance payment, he will sign a severance agreement, which generally releases the City of any and all claims that he may have as a result of his employment and/or termination.

If the Recreation Director is terminated by the Board of Commissioners, all life, health, dental and disability insurance and all other city provided benefits shall continue in full force and coverage, at City expense, for a period of six months or until similar coverage is provided to the Recreation Director by a subsequent employer (and is in full force and effect), whichever comes first. Such continuation of group health insurance coverage shall be in addition to any protection afforded the Recreation Director by the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under these severance provisions expires.

In the event the Recreation Director is terminated for "just cause", then the City's only obligation to the Recreation Director is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined as: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties to the community of honesty and sobriety; (4) any other act(s) of a similar nature which bring discredit to the City.

Should the Recreation Director be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Board of Commissioners shall have the right to terminate this Agreement subject to the severance provisions of this section.

17. GENERAL PROVISIONS

The text herein shall constitute the entire Agreement between the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Recreation Director.

This Agreement shall become effective upon adoption and approval of the Board of Commissioners of the City of Paducah.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Agreement to be executed on its behalf by the City's Mayor, and Mark Thompson has executed this Agreement as Recreation Director this 12th day of APRIL, 2001.

William F. Paxton, Mayor
City of Paducah, Kentucky



Mark H. Thompson

ATTEST:

Lenita Smith, City Clerk

**Agenda Action Form
Paducah City Commission**

Meeting Date: Feb. 13, 2018

Short Title: Approve contract with retired officer

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chief Brandon Barnhill
Presentation By: Chief Brandon Barnhill

Background Information: Sgt. Kelly Drew retired from the Paducah Police Department on Dec. 31, 2017. Pursuant to KRS 95.022, the police department wishes to rehire him as a patrol officer whose primary functions are to organize special events, recruit and work scheduled patrol shifts, as needed.

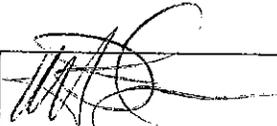
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: Approve 1-year contract with Officer Kelly Drew

Attachments: Copy of contract; Job description

Brandon L. Barnhill <i>Signed Electronically</i> Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND KELLY DREW FOR EMPLOYMENT AS AN OPERATIONS OFFICER FOR THE PADUCAH POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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 to execute an Employment Agreement with Kelly Drew to be employed in the position of Operations Officer.

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 S. Sanderson, City Clerk

Adopted by the Board of Commissioners, February 13, 2018
Recorded by Tammara S. Sanderson, City Clerk, February 13, 2018
\\mo\agree-employment -Kelly Drew-police Operations Officer 2018

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into on this the 8th day of February, 2018, by and between the CITY OF PADUCAH, KENTUCKY, a municipal corporation, hereinafter referred to as EMPLOYER, and Kelly E. Drew, a retired police officer, hereinafter referred to as EMPLOYEE.

WITNESSETH:

WHEREAS, EMPLOYER, in its capacity as a municipal corporation maintains a municipal police department; and

WHEREAS, in order to attract highly qualified persons to the field of law enforcement and to retain qualified and experienced officers for the purpose of providing maximum protection and safety to the citizens of and visitors to the City of Paducah and its environs, EMPLOYER intends to utilize the provisions of KRS 95.022 for purposes of hiring police officers who have retired from the Kentucky Employees Retirement System, the County Employees Retirement System, or the State Police Retirement System; and

WHEREAS, EMPLOYER has determined that a need exists for the employment of a retired police officer in the City of Paducah;

WHEREAS, EMPLOYEE is a retired "police officer", as that term is defined in KRS 95.022.

WHEREAS, EMPLOYEE has retired from the CERS Retirement System, and wishes to enter into a one (1) year contract with EMPLOYER pursuant to KRS 95.022; and

WHEREAS, EMPLOYEE confirms that he/she has at least twenty (20) years of service credit, has been separated from service for the period required by KRS 61.637, i.e., for

30 (length of time), retired with no administrative charges pending, and participated in the Law Enforcement Foundation Program fund under KRS 15.410 to 15.510 or retired as a commissioned officer pursuant to KRS Chapter 16.

NOW THEREFORE IN CONSIDERATION OF the aforesaid premises and the hereinafter stated terms and conditions, the Parties hereby agree as follows:

1. EMPLOYER hereby agrees to employ EMPLOYEE to serve for a one (1) year employment term, which term shall begin on Feb. 15, 2018, and end on Feb. 14, 2019.

2. EMPLOYER shall pay the EMPLOYEE a salary of \$ 24.12 per hour during the term of this Agreement.

3. The Parties herein confirm that there is/was no preexisting agreement between the Parties for EMPLOYEE to return to work for EMPLOYER prior to EMPLOYEE'S retirement.

4. EMPLOYEE will be employed in the position of Patrolman. The job description for that position is attached hereto and incorporated herein by reference.

5. EMPLOYEE understands that he is not eligible to receive health insurance coverage from EMPLOYER during his employment and EMPLOYER will not pay any employer contributions or retiree health expense reimbursements to the Kentucky Retirement Systems during his employment.

6. EMPLOYEE will be subject to all policies and procedures of the City of Paducah and the Paducah Police Department, with the exception of all policies relating to leave time.

7. With respect to leave, EMPLOYEE is entitled to 10 days (80 hours) of vacation leave and 5 days (40 hours) of sick leave during the Term of this Agreement. EMPLOYEE cannot

carry over, nor is he entitled to receive a pay-out, for unused leave time at the end of the Term of this Agreement.

8. EMPLOYEE is entitled to all paid holidays recognized by the City of Paducah. If EMPLOYEE is scheduled to work a recognized holiday, he will be paid at a rate of double his regular hourly rate up to eight (8) hours.

9. EMPLOYEE shall be subject to the provisions of KRS 15.520 and KRS 95.450 during his employment. However, a decision to not renew this Agreement shall not be considered a disciplinary action or deprivation subject to due process.

10. EMPLOYEE understands and agrees that he will not be a member of the Fraternal Order of Police Bargaining Unit while employed pursuant to the provisions of this Agreement. Pursuant to written Agreement, retained on file at the Paducah Police Department, the FOP Bargaining Unit has specifically agreed that any employee hired pursuant to the provisions of KRS 95.022 will not be a member therein.

11. EMPLOYER and EMPLOYEE agree to file a copy of this Agreement, along with the attached job description with EMPLOYEE'S retirement system.

12. EMPLOYEE certifies that he/she has read the foregoing Employment Agreement and has had an opportunity to confer with counsel of his/her own choosing and after such consultation agrees to the terms hereof.

IN TESTIMONY WHEREOF witness the signatures of the parties this the date and year first above written.

CITY OF PADUCAH, KENTUCKY.

MAYOR

DATE: _____



EMPLOYEE

DATE: 2-8-2010

CITY OF PADUCAH
An Equal Opportunity Employer
Job Description

Title: Operations Officer

Pay Grade: J

Status: Full Time/Non-Civil Service

FLSA Classification: Non-Exempt

Department: Police

Pay Range: \$37,194 -- \$53,885

Job Summary:

Under general supervision, patrols the City and responds to emergency and non-emergency situations to protect lives and property (e.g., investigate crimes, apprehend criminals, resolve conflicts, regulate traffic, prevent crime, and assist and educate the public). Duties require frequent exposure to a high degree of danger or peril, and are not primarily clerical or administrative in nature.

Minimum Qualifications:

1. Must be at least twenty-one (21) years of age; possess a minimum educational requirement of 30 credit hours from an accredited college, community college, or vocational school, **OR** possess a high school diploma or GED **and** one year of sworn full-time law enforcement experience or one year of concurrent active duty military service with a conditional or honorable discharge.
2. Must possess a valid driver's license and be able to operate a motor vehicle.
3. Must successfully undergo a fingerprint check through the Kentucky State Police and the Federal Bureau of Investigation.
4. Must be able to identify the colors red, green, and yellow.
5. Standard visual acuity-not less than 20/40 in one eye and 20/100 in the other eye without correction; not less than 20/20 in one eye and 20/40 in the other eye with correction.
6. Must be able to read, write, speak and understand the English language.
7. Must be a person of good moral character, good reputation in the community in which he/she lives, law-abiding, and loyal to the United States Government.

Job Duties:

1. Patrol the City and protect lives and property.
2. Enforce laws and prevent crime.
3. Monitor traffic conditions and flow.
4. Operate radar and issue citations.
5. Respond to accidents and monitor school zones.
6. Maintain a visible police presence.
7. Settle or calm interpersonal disputes.
8. Respond to a variety of emergency and non-emergency situations, accidents, confrontations, injuries, and complaints.
9. Secure and process crime scenes and interview complainants, witnesses, suspects and victims.
10. Obtain witness reports, collect evidence and prepare files and reports.
11. Apprehend, arrest, and process criminal violators.

12. Serve warrants, appear, and testify in courts of law.
13. Transport prisoners.
14. Perform various Community Oriented Policing functions, including attending community meetings and giving public safety demonstrations.
15. Operate a police vehicle and radio.
16. Work closely with other law enforcement officers regarding suspects, witnesses, victims, and related criminal investigations.
17. Record daily activities in logs and prepare reports on activities and investigations.
18. Perform other duties as required or assigned.

Knowledge, Skills, and Abilities:

1. Knowledge of departmental policies and procedures, and federal, state, and local laws relating to law enforcement.
2. Knowledge of safety practices and procedures, public relations, interview techniques, and patrol procedures.
3. Knowledge of traffic control procedures and crisis intervention techniques.
4. Ability to communicate effectively in written and oral form.
5. Ability to recognize unusual, emergency or threatening situations, and take appropriate action.
6. Ability to demonstrate endurance (mental and physical).
7. Ability to operate a motor vehicle in a safe manner.
8. Ability to use firearms and specialized police equipment.
9. Knowledge of arrest process and procedures.

Physical Requirement:

Duties require a high degree of physical conditioning. Must maintain the physical ability to successfully pass the Essential Job Function test for the position.

Initial next to one of the following statements:

_____ I am able to perform all essential job functions as listed in the above job description with or without reasonable accommodation.

_____ I am not able to perform all essential job functions as listed in the above job description with or without reasonable accommodation.

(Print Name next to the Signature of Employee)

(Date)

(Print Name next to the Signature of the HR Witness)

(Date)

Revised 9/12/16 rln

Agenda Action Form Paducah City Commission

Meeting Date: January 23, 2018

Short Title: **FY2018 Budget Amendment** – Executive Search Firm Contract Cost (General Fund).

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jonathan Perkins, Martin Russell

Presentation By: Jonathan Perkins

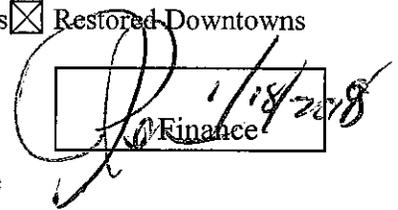
Background Information:

General Fund (1000) – In the next few weeks the City Commission will be approving a contract with an executive search firm (SGR) in order to recruit a City Manager. With actual proposals in hand, the cost is known and the details of such are included in a separate agenda action form request (titled: *Approval and Authorize Contract with Strategic Government Resources (SGR) for City Manager Recruitment*). Therefore, \$28,000 will be necessary from the General Fund.

All of this budget increase will be funded with General Fund (1000) fund reserves, with a funds transfer to the Human Resources ‘Contract Services’ (1000 3511 523070).

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

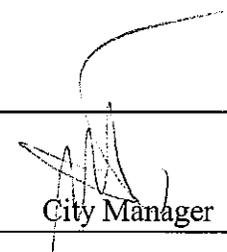
Funds Available: Account Name: General Fund fund reserve
Account Number: General Fund fund reserve


Finance

Staff Recommendation:

Approve budget amendment as proposed.

Attachments:

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

Meeting Date: January 23, 2018

Short Title: Approve and Authorize an Agreement with an Executive Search Firm for the City Manager Position

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell

Presentation By: Martin Russell

Background Information: The Human Resource Department recommended 3 executive search firms that specialize in local government recruiting for City Manager's. On January 9th the firms listed below gave presentations.

- ***GovHR USA Executive Recruiters*** is based out of Northbrook IL, with over 600 recruitments, working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. Their base fee is \$14000.00 with additional expenses not exceed \$7500.00. Total proposed: \$21,500.00

- ***Springstead Waters*** is based out of Kansas City Mo. with 50 plus years of service to the public sector and over 465 executive recruitments across the country. Their total all inclusive fee proposal: \$24,500.00

- ***Strategic Government Resources (SGR)*** is located out of Keller Texas, founded in 1999 and fully owned by former City Manager Ron Holifield. Ron has spent two decades in city management, which included service as City Manager in several cities. He founded SGR for the express purpose of helping local governments be more successful by recruiting, assessing and developing innovative, collaborative, authentic leaders. Specializing in executive recruiting, live training, online training, leadership development, assessments, consulting, and various other services to promote local governments. Professional Services \$18,500.00 with additional expenses not to exceed \$9,500.00. Total proposed: \$28,000.00

At the conclusion of the January 9th Commission meeting, the Board voted to hire Strategic Government Resources (SGR) to conduct the recruitment

process.

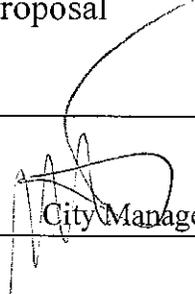
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Other Contractual Services
Account Number: 10003501-523070

 1/18/2018
Finance

Staff Recommendation: In order to move the process forward the next step is for the Board of Commissioners to authorize execution of a contract with SGR in an amount not to exceed \$28,000.00.

Attachments: Strategic Government Resources proposal

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

Meeting Date: February 13, 2018

Short Title: Professional Engineering Service Agreement for Construction Administration and Resident Inspection with Bacon Farmer Workman Engineering & Testing, Inc., for the Riverfront Redevelopment Project Phase 1-B Change Order

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Maegan Mansfield, P.E., EPW Proj Mgr

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

Background Information:

Bacon Farmer Workman Engineering & Testing, Inc., (BFW) provided professional engineering services consisting of construction administration and resident inspection services for the Riverfront Redevelopment Project Phase 1-B. The City of Paducah awarded MAC Construction & Excavating, Inc. (MAC), a performance based contract in November, 2015. The nature of the performance based contract meant that MAC provided both design and construction services for the project.

After several proposed design submittals failed to meet minimum performance standards set forth in the project specifications, BFW had to provide designs both in-house and through sub-consultants. As a result, BFW went beyond the scope of their original agreement which included construction administration and residential inspection services only.

A Notice to Proceed was issued to MAC on November 30th, 2015. The required completion date was July 27th, 2016. The actual completion date was August 21st, 2017. BFW aligned their agreement with the original required completion date and had to provide services over a year past that date, inevitably forcing additional cost overruns.

A change order in the increased amount of \$220,000.00 is requested for adoption, which will increase the original contract amount of \$126,380.00 to \$346,380.00. Please refer to the attached documentation for additional detail.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: 040-3315-532-2307
Account Number: DT0020

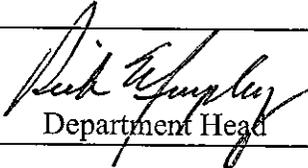
 2/2/2018
Finance

Staff Recommendation:

To adopt Change Order #1 in the amount of \$220,000 increasing the contract amount with BFW for construction administration and residential inspection services on the Riverfront Phase IB project. The original contract amount of \$126,380.00 increases to \$346,380 as described herein.

Attachments:

Original Ordinance, Original Contract, & BFW Invoice.

 Department Head	City Clerk	 City Manager
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AN ORDINANCE APPROVING CHANGE ORDER NO. 1 WITH BACON FARMER WORKMAN ENGINEERING & TESTING, INC. FOR THE RIVERFRONT REDEVELOPMENT PROJECT PHASE 1-B, AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER

WHEREAS, the City approved Ordinance No. 2015-11-8326 to enter into a contract with Bacon Farmer Workman Engineering & Testing, Inc. (BFW) in the amount of \$126,380.00 for construction administration and resident inspection services for the Riverfront Redevelopment Project Phase 1-B; and

WHEREAS, due to unforeseen circumstances, the City desired that BFW extend the scope of the original agreement to include in-house and sub-consultant design services which necessitated additional time to complete the project; and

WHEREAS, Change Order No. 1 in the amount of \$220,000.00, is required to finalize the total project cost for the above referenced agreement to \$346,380.00.

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

SECTION 1. The City hereby approves Change Order No. 1 with Bacon Farmer Workman Engineering & Testing, Inc. for a price increase in the amount of \$220,000.00 for the City of Paducah's Riverfront Redevelopment Project Phase 1-B, for additional design services, increasing the total price to \$346,380.00. Further, the Mayor is authorized to execute Change Order No. 1.

SECTION 2. This expenditure shall be charged to project account DT0020, account number 040-3315-532-2307.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners February 13, 2018
Adopted by the Board of Commissioners, February 27, 2018
Recorded by Tammara S. Sanderson, City Clerk, February 27, 2018
Published by The Paducah Sun, _____
\\ord\eng\chgord 1-BFW riverfront phase 1-B

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

CHANGE ORDER NO: 1
DATE: February 09, 2018
NAME OF PROJECT: Riverfront Redevelopment Project Phase IB
OWNER: City of Paducah, Kentucky
VENDOR: BFW Engineering, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

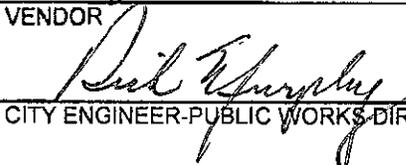
ADDITIONS	<u>\$220,000.00</u>
DEDUCTIONS	<u>\$</u>

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY:	<u>\$220,000.00</u>
ORIGINAL CONTRACT PRICE:	<u>\$126,380.00</u>
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	<u>\$0.00</u>
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE:	<u>\$346,380.00</u>
THE CONTRACT TIME WILL BE INCREASED BY:	<u>N/A</u>

APPROVALS REQUIRED:


VENDOR

2/9/18
DATE


CITY ENGINEER-PUBLIC WORKS DIRECTOR

2/9/18
DATE

MAYOR:

DATE

ADOPTED

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING
CONSTRUCTION ADMINISTRATION AND RESIDENT INSPECTION SERVICES
ASSOCIATED WITH THE RIVERFRONT REDEVELOPMENT PROJECT PHASE 1-
B, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1. Recitals and Authorization. The City hereby approves an Agreement for Professional Engineering Construction Administration and Resident Inspection Services with Bacon Farmer Workman Engineering & Testing, Inc. (BFW) associated with the Riverfront Redevelopment Project Phase 1-B. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Agreement for the purposes therein specified, and the execution and delivery of the Agreement is hereby authorized and approved. Further, the Mayor of the City is hereby authorized to execute the Agreement.

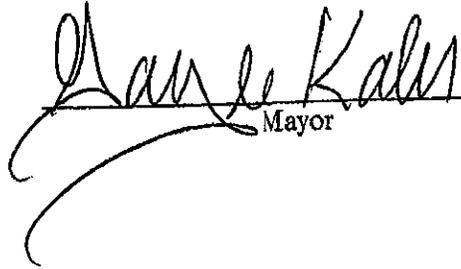
SECTION 2. Compensation. The City shall compensate BFW in an amount not to exceed \$126,380.00, Compensation is set in accordance with Section 5.0 of the Agreement. Said compensation paid by the City shall be funded through project account DT0020.

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

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

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

SECTION 6. Effective Date. 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 10, 2015
Adopted by the Board of Commissioners, November 17, 2015
Recorded by Tammara S. Sanderson, City Clerk, November 17, 2015
Published by *The Paducah Sun*, _____
\\ord\eng\agree-eng & inspection services-riverfront phase 1-B

PROFESSIONAL ENGINEERING SERVICE AGREEMENT
FOR CONSTRUCTION ADMINISTRATION AND RESIDENT INSPECTION
for the
RIVERFRONT REDEVELOPMENT PROJECT PHASE 1-B

THIS AGREEMENT, made and entered into this 24th day of NOVEMBER, 2015, by and between the **CITY OF PADUCAH, KENTUCKY** (hereinafter called the "CITY") and **BACON FARMER WORKMAN ENGINEERING & TESTING, INC.** (hereinafter called the "CONSULTANT") for the consideration named, agree as follows:

WHEREAS, the CITY has recently authorized the execution of a contract with a construction company for the Construction Work related to the Riverfront Redevelopment Project Phase 1-B (to be known as the "Project"); and

WHEREAS, during the Construction of the Project, certain elements will require Professional Engineering Services to insure the Project is constructed in full compliance with the Project's permits, design and specifications; and

WHEREAS, the CONSULTANT has in its employ, professional persons experienced to provide the required Professional Engineering Services for the CITY during the construction of the Project;

NOW THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

- 1.0 Services to be Provided: The CONSULTANT has agreed to provide the Professional Engineering Services consisting of Construction Administration and Resident Inspection Services for the Project as identified in the attached Scope of Work dated October 16, 2015.
- 2.0 Standard of Care: In providing the aforementioned Professional Engineering Services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with the degree of care and skill ordinarily used by members of CONSULTANT's profession currently practicing under similar conditions at the same time and in the same locality.
- 3.0 CITY's Responsibilities: The CITY will furnish to the CONSULTANT all data, reports, studies, drawings, permits, approvals and other information reasonably required by CONSULTANT for performance of the Services. CITY shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all such information furnished by or on behalf of CITY. CITY shall provide for CONSULTANT's right to enter the Project site in order to perform the Services. CITY, upon learning of any errors, omissions or defects in the performance of the Services, shall promptly notify CONSULTANT and shall assist CONSULTANT in remedying any such errors, omissions or defects unless caused by CONSULTANT'S willful, malicious, or grossly negligent conduct. CITY shall at all times ensure the project site is reasonably safe under the circumstances and free and clear of any hazardous materials.
- 4.0 Ownership of Instruments of Service: All PROJECT Documents prepared by the CONSULTANT pursuant to this Agreement are to be considered instruments of service with respect to the PROJECT. Any as-built plans, reports and documents required by the CITY shall become the property of the CITY. Their future use on any subsequent related projects will be for reference only.
- 5.0 Compensation: CITY shall pay CONSULTANT for the Services provided on a Fee & Expense Basis as identified in the attached Scope of Work dated October 16, 2015, in an amount not to exceed

\$126,380.00, unless otherwise approved by the CITY. CONSULTANT shall prepare invoices in accordance with CONSULTANT's standard invoicing practices and shall submit such invoices once a month to the CITY on or about the 30th day of each month or such other date as mutually agreed to by both parties. Invoices shall be accompanied by all supporting documentation reasonably requested by CITY. CITY shall pay each invoice properly submitted by and due CONSULTANT within 30 days. In the event of any suspension or termination of this Agreement, CONSULTANT shall be entitled to invoice CITY and shall be paid in accordance with the Services performed and reimbursable expenses incurred through the effective date of suspension or termination.

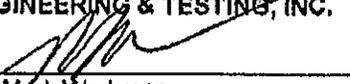
- 6.0 **Termination by Either Party:** If either party breaches a material provision of this Agreement through no fault of the other party and fails to cure such breach within thirty days after receiving written notice of the breach from the nonbreaching party, the nonbreaching party may terminate this Agreement upon notice to the breaching party. The right to terminate under this Section shall be in addition to, and not in lieu of, all other rights and remedies the nonbreaching party may have at law or in equity.
- 7.0 **Force Majeure:** If any default or delay occurs which prevents or materially impairs a party's performance and is due to a cause beyond the party's reasonable control, and provided that the default or delay is not caused by the fault of such party, including but not limited to an act of God, flood, fire, explosion, earthquake, war, terrorism, revolution, civil commotion, blockade or embargo, the affected party shall promptly notify the other party in writing of such cause and shall exercise diligent efforts to resume performance under this Agreement as soon as possible. Neither party will be liable to the other party for any loss or damage due to such cause. Either party may terminate this Agreement because of such default or delay upon thirty days prior written notice to the other party if the default or delay has existed for 90 days and is continuing at the end of the thirty day notice period.
- 8.0 **Indemnification:** CONSULTANT covenants and agrees to indemnify, hold harmless and render whole the City for any loss, cost, and expense, including attorney fees, which are incurred by the City for reason of the CONSULTANT's failure to properly perform under this agreement. Additionally, it is expressly agreed and understood that CONSULTANT shall at all times indemnify and save the CITY harmless from any and all loss or damage which may be sustained by the CITY by reason of any negligent act or omission committed by CONSULTANT, and/or its employees and agents, in the performance of its work hereunder. CONSULTANT shall indemnify and save the CITY harmless from any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or personal injury. Notwithstanding the foregoing provisions, in the event loss or damage incurred by the CITY or claims, demands, or causes of action asserted against the CITY is attributable, in part, to the negligence of the CITY, through its employees and agents, the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law. Said indemnification shall also include reimbursement to the CITY for any attorney fees and court costs incurred by the CITY by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it, provided, however, that in the event such attorney fees and costs of the CITY are reimbursed or paid by any insurance carrier, the foregoing provision shall not apply.
- 9.0 **Non-Binding Mediation:** If a good faith effort to resolve a dispute on terms satisfactory to both parties is unsuccessful, CITY and CONSULTANT may submit the dispute to non-binding mediation to be held in Paducah, Kentucky, unless the parties mutually agree otherwise.
- 10.0 **Governing Law:** The parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.
- 11.0 **Total Agreement:** Amendments; Assignments. This Agreement, together with the exhibits attached hereto and permitted amendments, constitutes the entire Agreement between CITY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only

be amended by a duly executed written instrument signed by all parties involved. Neither party shall transfer or assign any rights under or interest in this Agreement without the prior written consent of the other party.

12.0 Independent Contractors: The relationship of the parties is that of independent contractors and neither party will incur any debts or make any commitments for the other party except to the extent expressly provided in this Agreement. Nothing in this Agreement is intended to create or will be construed as creating between the parties the relationship of joint venturers, co-partners, employer/employee or principal and agent.

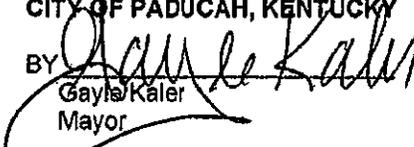
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

**BACON FARMER WORKMAN
ENGINEERING & TESTING, INC.**

BY 
Mark Workman
Executive Vice President

ADDRESS:
Post Office Box 120
Paducah, Kentucky 42002-0120

CITY OF PADUCAH, KENTUCKY

BY 
Gayle Kaler
Mayor

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



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

RECEIVED

OCT 16 2015

ENGINEERING
 DEPARTMENT

October 16, 2015

Mr. Rick Murphy, PE
 City Engineer & Public Works Director
 City of Paducah
 300 South 5th Street, P.O. Box 2267
 Paducah, KY 42002-2267

Re: Riverfront Park Phase 1B Construction Administration

Mr. Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. (BFW) is pleased to provide you with the following proposal for Contract Construction Administration and Resident Inspection for the above referenced project. This proposal will continue the current design team of BFW, Red Barn Design and Engineering, S.C., Manley Brothers, LLC and Marcum Engineering, LLC to provide bid review and support, construction administration and construction inspections and testing.

Construction Administration	\$86,830.00
BFW \$9,560.00	
Marcum \$5,900.00	
Red Barn \$18,970.00	
Manley \$52,400.00	

The current design team will provide on a Fee & Expense basis and is based on the necessary work to review the selected contractor's full design submittals:

A. Review and Evaluation of the following items:

1. Performance Based Specified items
 - a. Design Documents
 - b. Design Calculations
 - c. Product data related to purchased items such as coating systems and expansion bearings. This will include all items related to the structural performance of the overall transient dock / wave attenuator.
 - d. Detailed Project Schedule
 - e. Proposed Value Engineered Options
 - f. Design-Build Quality Control / Assurances Plan

500 South 17th Street
 P.O. Box 120
 Paducah, KY 42002-0120
 phone: (270) 443-1895
 fax: (270) 443-1904

1215 Dlugield Drive
 Murray, KY. 42071
 phone: 270-753-7307
 fax: 270-759-4950

966 Double Bridge Road
 Lewisburg, TN 37091
 phone: 931-359-4882

P.O. Box 8188
 Champaign, IL 61826
 phone: 217-433-2172

403 N. Court Street
 Marlon, IL 62959
 phone: (618) 993-8700
 phone: (618) 997-9190
 fax: (618) 993-6717

2. **Non-Performance Based Specified Items**
 - a. **Product data for conformity to Design Documents**
 - b. **Product data for compatibility for design intent and associated items**
 - c. **Detailed Project / Delivery Schedule**
 - d. **Proposed Value Engineered Options**
 - e. **Design-Build Quality Control / Assurances Plan**
3. **Provide review and comment for contractor provided items**
 - a. **Pile Driving (PDA) Testing and blow-count results for Mooring Piles**
 - b. **Project Layout / Survey Control**
 - c. **Project Meeting Minutes**
 - d. **Project Progress reports**

B. Project Meetings:

1. **Consultant Meetings (attended by Engineer of Record)**
 - a. **Pre- Construction Meeting**
 - b. **Monthly pay / progress meetings**
2. **Sub-Consultant Meetings**
 - a. **Pre- Construction Meeting**
 - b. **one (1) Monthly progress meeting during construction of sub-consultant designed item in conjunction with sub-consultant site visit.**

B. Project Site Visits:

1. **Consultant Site Visit (attended by Engineer of Record)**
 - a. **Two (2) standard monthly site visits during construction period and while construction is active.**
 - b. **Four (4) on call site visit by Engineer of Record for conflicts / clarifications during construction activities.**
2. **Structural Sub-Consultant (Manley Brothers, LLC) Site Visits:**
 - a. **Fabricator Facility – Allowance for one trip to the transient dock manufacturer within a 200-mile radius of Manley Brothers office.**
 - b. **30% complete site-visit to the project site.**
 - c. **70% complete site-visit to the project site.**
 - d. **Substantially Complete site-visit to the project site.**



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

3. Marine Sub-Consultant (Red Barn Design and Engineering S.C.) Site Visits:
 - a. four (4) half day site-visits during construction of marine items construction and prepare and distribute site observation report.
 - b. Attend monthly progress meetings in coordination with the above scheduled site visits. (Site visit will be scheduled for same day as meeting)

4. Electrical Sub-Consultant (Marcum Engineering, LLC) Site Visits:
 - a. One (1) standard monthly site visit during electrical construction period and while construction is active .
 - b. Marcum representative will attend monthly progress meetings.

Construction Resident Inspection /Testing **\$29,550.00**

BFW will provide Resident Inspection based upon a 360 contract day (18 months, no weekends) with construction activity assumed 75% of the time at four (4) hours per day.

135 days X 4 hours per day = 540 hours

540 hours X \$45 per hour = \$24,300

50 hours X \$105.00 per hour=\$5,250.00

Underwater Survey by Mainstream Divers (if requested) **\$10,000.00**

TOTAL is \$126,380.00

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc.



Mark Workman

Executive Vice President





BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

500 South 17th Street
PO Box 120
Paducah, KY 42002
270-753-7307

City of Paducah
PO Box 2267
Paducah, KY 42002-2267

Invoice number 29079
Date 01/09/2018

Project 15411 Riverfront Park Phase 1B
Construction Administration

Engineering services provided through January 9, 2018

Description	Amount	Less Discount	Current Billed
Additional Services	245,681.90	25,681.90	220,000.00
Total	245,681.90	25,681.90	220,000.00

RECEIVED
JAN 16 2017
ENGINEERING
DEPARTMENT

Invoice total **220,000.00**

Terms for payment are net 30 days from the date of the invoice. An interest rate of 1.5% per month will be charged on any outstanding balance that is past 30 days from the date of invoice.