



Amended: February 25, 2019

**CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 26, 2019
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION Barkley Regional Airport Annual Financial Report & Update - Richard Roof

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. Approve Minutes for February 12, 2019
		B. Reappointment of Thomas Whittemore to Paducah Area Transit System Board
		C. Appointment of Sarah Holland to the Board of Ethics
		D. Personnel Actions
		E. Lot Mowing Bid Acceptance - M THOMPSON
		F. Purchase Eight (8) Police Pursuit Rated SUV for use by the Police Department - R MURPHY
		G. Purchase of One (1) Diesel Dump Truck w/Snow Plow and Salt Spreader for use by the Engineering-Public Works , Street Division - R MURPHY
		H. KDLA Local Records Grant for City Clerk - L PARISH
		I. Firehouse Subs Public Safety Foundation Grant Application - S KYLE
		J. Transfer Funds from Commission Contingency for Kresge Building Demolition - J ARNDT
	II.	<u>RESOLUTION(S)</u>
		A. Resolution in Support of the Tax Increment Financing District in the Downtown Riverfront Development Area - T TRACY

		B. <u>Resolution Authorizing Assistant Public Works Director as Applicant Agent for FEMA Disaster Assistance Documentation related to the 2019 Flood - R MURPHY</u>
	III.	<u>ORDINANCE(S) - EMERGENCY</u>
		A. Kresge Building Demolition - J ARNDT
	IV.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Approve Contract with Innovations Branding House - M SMOLEN
	V.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>

February 12, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, February 12, 2019, 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 City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

INVOCATION

Commissioner McElroy gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

PRESENTATION

RECOMMENDATION OF STORMWATER IMPACT FEE

John Lyons with Strand Associates took the Commission through a presentation on the Stormwater Impact Fee. The following information is provided by Public Information Officer Pam Spencer:

“Principal-In-Charge/Senior Planning Advisor John Lyons with Strand Associates provided an update to the Paducah Board of Commissioners on the work completed in partnership with the City of Paducah and BFW Engineering & Testing on the second phase of the Comprehensive Stormwater Master Plan.

The Plan’s second phase addresses the creation of a Stormwater Utility with an associated Stormwater Impact Fee. The proposed fee is a revenue stream that would be used to fund items such as capital improvement drainage projects, operations and maintenance of the existing infrastructure, the City’s flood protection system (floodwall), regulatory compliance requirements, infrastructure repair and replacement, and the administration of the program through staffing and equipment.

Lyons explained that a stormwater utility most often uses an Equivalent Residential Unit (ERU) as a funding mechanism. The ERU is based on the impervious surface on a parcel such as rooftops, driveways, and patios. Strand sampled 50 residential parcels in Paducah to determine an average amount of impervious area. The average is 3500 square feet per residential parcel which would equal one ERU. It would be proposed for each residential parcel to pay the same amount per month, one ERU. Lyons proposes the monthly cost per ERU to be \$6.13. The proposed fee could generate \$2.7 million annually which would be dedicated to stormwater programs, projects, administration, and maintenance. Please note that this is a recommended rate. The Paducah Board of Commissioners has not approved this rate and would like to have additional information about how the rate would impact various businesses, schools, and other entities.

Non-residential parcels such as commercial entities would pay a monthly fee equal to the total amount of impervious area on the property divided by 3500 and then multiplied by the proposed monthly rate. The City also could look into developing a credit policy for non-residential property owners that exceeded local stormwater detention and water quality requirements. Strand will be providing the City with the calculated impervious area for each non-residential parcel in Paducah. Stay tuned for details on how individual businesses or non-residential entities will be able to get information regarding the amount of impervious area on their property in order to make total fee calculations.

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There are approximately 1500 stormwater utilities in the United States with about a dozen of them in Kentucky. In Kentucky, the fees for residential parcels range from \$1.50 per month in Murray to \$9.90 per month in Louisville. The national average is \$5.34 per month.

Paducah's proposed Stormwater Impact Fee includes covering the costs associated with the floodwall which currently are funded through the City's General Fund. If the floodwall costs remained in the General Fund and were not included as part of the Stormwater Utility, the proposed monthly fee for residential parcels (1 ERU) would be \$4.44.

As a reminder, the first phase of the Comprehensive Stormwater Master Plan has been completed. The first phase used the July 7, 2015, storm event to create a model of Paducah's natural and manmade infrastructure including storm and combined sewer systems, topography, drainage basins, and river systems. This computer model along with community input was used to determine flood-prone areas in Paducah. The first phase identified more than \$43 million in flood mitigation projects located within ten priority areas. If the drainage projects outlined in the ten project areas were completed, 245 homes in the City would not be flooded with an additional 289 structures seeing a reduction in flooding."

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. No one asked for any items to be removed. Mayor Harless asked the City Clerk to read the items on the Consent Agenda.

I(A)	Minutes for the January 22, 2019 City Commission Meeting
I(B)	Receive & File Documents <u>Minute File:</u> Certificate of Liability – Johnston Fire Services, LLC <u>Deed File:</u> 1. Commissioner's Deed – 1622 South Sixth Street, Paducah, KY 2. Commissioner's Deed – 720 North 24 th Street, Paducah, KY <u>Contract File:</u> 1. Contract between City of Paducah and Galls, LLC – Paducah Police Department Uniforms – MO #2199 2. Kentucky Department For Libraries and Archives – Paducah Police Department – MO #2202 3. Change Order #5 – City Hall Restoration – MO #2204 <u>Financials File:</u> City of Paducah – Comprehensive Annual Financial Report (CAFR) Year ended 6/30/2018 <u>Bids</u> 1. Bids for Paducah Police Department Uniforms a. Summit Uniforms

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	<ul style="list-style-type: none">b. Galls (Winning bid) MO #21992. Bids for Felony Records Scanning/Digitizing Paper Records Project<ul style="list-style-type: none">a. Global Scanning Agencyb. Data Records Management Services (Winning Bid) MO #2201c. Rise Business Servicesd. KOFILE Technologiese. InStream
I(C)	Reappointment of Jeff Holland to the Paducah-McCracken County Riverport Authority. This term shall expire September 26, 2022.
I(D)	Reappointment of William Baxter to the Paducah Board of Adjustment. This term that shall expire August 31, 2022.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE COMMISSION RESERVE FUND TO THE MAYOR AND COMMISSIONERS PROMOTION ACCOUNT IN AN AMOUNT OF \$20,000 FOR FUNDING FOR A CONTRACT WITH INNOVATIONS BRANDING HOUSE (M.O. # 2205; BK 10)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF BOMB SUITS, HELMETS AND SUIT REPAIR KITS FOR THE PADUCAH POLICE DEPARTMENT IN AN AMOUNT OF \$49,499 THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION COOPERATIVE PURCHASING SCHEDULE 84 VENDOR MED-ENG AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (M.O. # 2206; 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, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

MUNICIPAL ORDER(S)

STRATEGIC PLAN ACTION STEPS UPDATE

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that a Municipal Order entitled, “A MUNICIPAL ORDER AMENDING THE VISION AND KEY PERFORMANCE AREAS OF THE CITY’S STRATEGIC PLAN AND ADOPTING THE STRATEGIC PLAN ACTION STEPS FOR THE CITY OF PADUCAH,” be adopted.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). (M.O. # 2207; BK 10)

ORDINANCE(S) – ADOPTION

RIGHT-OF-WAY CLOSURE BETWEEN BUCKNER LANE AND EXALL LANE

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF AN UNNAMED RIGHT-OF-WAY BETWEEN BUCKNER LANE AND EXALL LANE, OPPOSITE PINES ROAD, AND AUTHORIZING THE MAYOR TO EXECUTE ALL

February 12, 2019

DOCUMENTS RELATING TO SAME.” This ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of an unnamed right-of-way between Buckner Lane and Exall Lane, opposite Pines Road, empowers and directs the Mayor to execute quitclaim deeds from the City to the property owners in or abutting the public ways to be closed.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). (ORD # 2019-2-8559; BK 35)

TOWNHOMES OF LABARRI FARMS: FINAL PLAT AND ESCROW AGREEMENT APPROVAL

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, “AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION RESPECTING THE PROPOSED FINAL SUBDIVISION OF LABARRI FARMS LOCATED AT 1720 AND 1740 NEW HOLT ROAD AND ACCEPTING THE DEDICATION OF RIGHT OF WAY AND EASEMENTS.” This ordinance is summarized as follows: That the City of Paducah does hereby approve the final report of the Paducah Planning Commission respecting the proposed subdivision of property of LaBarri Farms for property located at 1720 and 1740 New Holt Road, and accepting the dedication of right of way and easements. In addition, the City of Paducah hereby authorizes the Mayor to subscribe a certificate of approval on the plat and to execute an escrow agreement in the amount of \$250,000.00.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). (ORD # 2019-2-8560; BK 35)

ORDINANCE(S) – INTRODUCTION

APPROVE CONTRACT WITH INNOVATIONS BRANDING HOUSE

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND INTEGRATED VISUALIZATION SYSTEMS, INC., D/B/A INNOVATIONS BRANDING HOUSE, FOR WEBSITE, VIDEOS, DESIGN OF PRINTED MATERIALS AND SOCIAL MEDIA CONTENT RELATED TO THE CITY’S STRATEGIC PLAN INITIATIVES IN AN AMOUNT NOT TO EXCEED \$20,000 FOR FISCAL YEAR 2019 AND \$36,000 FOR FISCAL YEAR 2020; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.” This ordinance is summarized as follows: That the City of Paducah does hereby approve an agreement with Innovations Branding House in an amount not to exceed \$20,000 in FY19 and \$36,000 in FY20 for professional services related to branding and community engagement for the City’s Strategic Plan.

COMMENTS

CITY MANAGER COMMENTS

City Manager Arndt updated the Mayor and Commissioners on the budget process for FY20 and let them know that everything is currently on schedule. The City Manager is working on creating a 5 year Capital Improvements Plan. The Commission can expect quarterly financial reports to be provided at Commission meetings beginning in FY20.

BOARD OF COMMISSIONERS COMMENTS

Commissioner Abraham has been meeting with key people regarding vocational training for inmates. He hopes that there will be a program started locally by this summer and will keep the Commission informed on the progress.

February 12, 2019

Commissioner Wilson commented that several Commissioners will be traveling to Frankfort for a one-day trip on February 13th for the annual Paducah Chamber Day in Frankfort.

Commissioner McElroy encouraged citizens to sign up for the 2019 Citizen's Academy.

Mayor Harless shared a letter from a local girl asking for a crosswalk light near the Coke Plant to be repaired. Mayor Harless thanked Engineering Public Works Department Director Rick Murphy for following up with the Highway Department who maintains the signal. The Highway Department quickly repaired the crosswalk light.

PUBLIC COMMENTS

Randy Beeler made comments regarding the Veteran's Day Parade.

ADJOURN

Mayor Harless offered motion, seconded by Commissioner Wilson, to adjourn the meeting. All in favor.

Meeting ended at approximately 7:00 p.m.

ADOPTED: February 26, 2019

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

**CITY OF PADUCAH
PERSONNEL ACTIONS
February 26, 2019**

NEW HIRES - PART-TIME (P/T)/TEMPORARY/SEASONAL

<u>EPW - FLOODWALL</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Claxton, Donald F.	Temp Pump Operator	\$10.00/Hr.	NCS	Non-Ex	February 15, 2019

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>POLICE - OPERATIONS</u>					
Bryant, Joshua D.	Police Sergeant \$28.06/Hr.	Police Patrol Officer \$25.28/Hr.	NCS	Non-Ex	February 7, 2019
<u>FIRE - SUPPRESSION</u>					
Husky, John H.	Acting Asst. Fire Chief #1 \$19.08/Hr.	Acting Asst. Fire Chief \$20.33/Hr.	NCS	Non-Ex	December 31, 2018
Husky, John H.	Acting Asst. Fire Chief \$20.33/Hr.	Acting Asst. Fire Chief #1 \$19.08/Hr.	NCS	Non-Ex	February 2, 2019
Kirkham, Timothy D.	Fire Lieutenant \$17.06/Hr.	Acting Fire Captain \$18.20/Hr.	NCS	Non-Ex	December 31, 2018
Kirkham, Timothy D.	Acting Fire Captain \$18.20/Hr.	Fire Lieutenant \$17.06/Hr.	NCS	Non-Ex	January 30, 2019
Jarvis, Ward T.	Firefighter/Relief Driver \$15.37/Hr.	Acting Fire Lieutenant \$16.85/Hr.	NCS	Non-Ex	December 28, 2018
Jarvis, Ward T.	Acting Fire Lieutenant \$16.85/Hr.	Firefighter/Relief Driver \$15.37/Hr.	NCS	Non-Ex	February 2, 2019
Burton, Joseph L.	Acting Asst. Fire Chief #1 \$19.08/Hr.	Assistant Fire Chief \$23.72/Hr.	NCS	Non-Ex	January 31, 2019
Powless, Christopher C.	Fire Lieutenant \$17.18/Hr.	Fire Captain \$18.29/Hr.	NCS	Non-Ex	January 31, 2019
Hendley, Preston R.	Fire Lieutenant \$17.18/Hr.	Fire Captain \$18.29/Hr.	NCS	Non-Ex	January 31, 2019
Johnson, David M.	Firefighter/Relief Driver \$15.72/Hr.	Fire Lieutenant \$17.06/Hr.	NCS	Non-Ex	January 31, 2019
Orange, Timothy A.	Firefighter/Relief Driver \$15.60/Hr.	Fire Lieutenant \$16.85/Hr.	NCS	Non-Ex	January 31, 2019
Hall, Rodney D.	Firefighter \$14.68/Hr.	Firefighter/Relief Driver \$15.37/Hr.	NCS	Non-Ex	January 31, 2019
Owen, Christopher T.	Acting Fire Lieutenant \$16.85/Hr.	Firefighter/Relief Driver \$15.37/Hr.	NCS	Non-Ex	February 1, 2019

TERMINATIONS - FULL-TIME (F/T)

<u>POLICE - OPERATIONS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Gholson, Conrad	Police Officer	Resignation	January 21, 2019
Muscovalley, Derek	Police Officer	Resignation	February 8, 2019

EMERGENCY COMMUNICATION SRVCS

Duke, Ryan B.	Telecommunicator	Resignation	February 9, 2019
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FIRE - SURPRESSION

Leneave, Michael D.	Fire Captain	Retirement	February 3, 2019
Arterburn, William G	Fire Lieutenant	Retirement	February 28, 2019

Agenda Action Form

Paducah City Commission

Meeting Date: February 26, 2019

Short Title: Lot Mowing Bid Acceptance - **M THOMPSON**

Category: Municipal Order

Staff Work By: Les Evans, Mary Wurth, Taylor Morsching, Mark Thompson
Presentation By: Les Evans

Background Information: The City has over 120 vacant lots to maintain annually. On an average of every two years staff recommends the rebid of the mowing contract or the acceptance of the built in annual extensions. This year staff recommended the rebid of the mowing contract for two year period with an allowance for up to three one year extensions.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s): The mowing of vacant lots reduces eyesores in neighborhoods across the City.

Funds Available: Account Name: Grounds Maintenance Tree/Weed/Debris

Account Number: 10002402-523100

Staff Recommendation: There were four contractors in attendance at the mandatory pre-bid conference held on January 29, 2019. Two bids submitted by mowing contractors on February 4, 2019. After evaluation of the submitted bids the Parks and Recreation staff recommend Kenny's Lawn Service and More as the most responsive bidder at \$14.49 per lot, per mowing. This is a reduction over the previous bid by \$2.51 per lot, per mowing.

Attachments:

1. Municipal Order
2. Contract - Kenny's Lawn Care More
3. Lot Mowing Bid Pack Kennys 02042019
4. Lot Mowing Bid Pack Solomon 02042019
5. Lot Mowing Bid Evaluation 02042019

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF KENNY'S LAWN SERVICE AND MORE FOR GROUNDS MAINTENANCE OF CITY OWNED PROPERTIES IN AN AMOUNT OF \$14.49 PER LOT, PER MOWING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Kenny's Lawn Service and More for grounds maintenance of approximately 120 city owned properties in an amount of \$14.49 per lot, per mowing, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Kenny's Lawn Service and More of February 4, 2019.

SECTION 2. The Mayor is hereby authorized to execute a contract with Kenny's Lawn Service and More, as authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid. Said contract shall begin upon execution and shall be for the remainder of 2019 and calendar year 2020 ending December 31, 2020. The contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for up to three (3) additional one (1) year periods.

SECTION 3. This purchase shall be charged to Grounds Maintenance Tree/Weed/Debris Account No. 10002402-523100.

SECTION 4. This Order shall be in full force and effect from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 26, 2019
Recorded by Lindsay Parish, City Clerk, February 26, 2019
MO\ contract-grounds maintenance-Kenny's Lawn 2-2019

CONTRACT

THIS CONTRACT made and entered into on this the _____ day of _____, 2019, by and between the CITY OF PADUCAH, KENTUCKY, hereinafter referred to as the "CITY", and Kenny's Lawn Care & More, hereinafter referred to as the "CONTRACTOR"

WITNESETH

The Contractor shall provide grounds maintenance (grass cutting, weed-eating/edging, blowing off sidewalks, limb/trash removal, etc.) in every detail of the work and furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract documents.

The City shall pay the Contractor in the amount of \$14.49 per cut per lot for grounds maintenance of approximately 120 city owned properties for the performance of this Contract as quoted in the Bid Proposal by the Contractor dated January 31, 2019.

The term of this contract shall be for the remainder of 2019 and calendar year 2020 ending December 31, 2020. The contract may be renewed at the expiration of its term agreement of both parties. Such renewal may be for up to three (3) additional one (1) year periods.

THIS contract is executed by the City pursuant to Municipal Order _____, adopted by the Board of Commissioners of the City of Paducah, Kentucky, on this the 26th day of February 2019.

WITNESS the hand of both parties hereto on the day and year first above written.

CITY OF PADUCAH, KENTUCKY

CITY CLERK

BY _____
MAYOR

KENNY'S LAWN CARE & MORE

WITNESS

BY _____

TITLE

EVALUATION FORM

CITY OF PADUCAH PARKS & RECREATION CITY OWNED LOTS GROUNDS MAINTENANCE

DATE: 2/4/19

BIDDER: Kenny's Lawn Care & More

Grading Criteria:

Evaluate the Bidder's Criteria on a rated value scale:

0 = the lowest value to 10 = the highest value for each item listed below.

Rating x Weighted Percent = Criterion Score

The Sum of all Criterion Scores shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	WEIGHTED - PERCENT	RATING VALUE (0-10)	CRITERION SCORE
1	Proposed Maintenance & Equipment Plan	15	10	150
2	Proposed Personnel	5	10	50
3	Qualifications & Experience	10	10	100
4	Reference Checks	5	10	50
5	Price	65	10	650

BIDDER'S OVERALL TOTAL SCORE 1050.00

Les Evans 2/4/19

Mary Wirth 2/4/19

Ed Sanders 2/4/2019

EVALUATION FORM

CITY OF PADUCAH PARKS & RECREATION CITY OWNED LOTS GROUNDS MAINTENANCE

DATE: 2/4/19

BIDDER: Solomon Lawn Service

Grading Criteria:

Evaluate the Bidder's Criteria on a rated value scale:

0 = the lowest value to 10 = the highest value for each item listed below.

Rating x Weighted Percent = Criterion Score

The Sum of all Criterion Scores shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	WEIGHTED - PERCENT	RATING VALUE (0-10)	CRITERION SCORE
1	Proposed Maintenance & Equipment Plan	15	10	150
2	Proposed Personnel	5	10	50
3	Qualifications & Experience	10	10	100
4	Reference Checks	5	10	50
5	Price	65	8.163	530.60

BIDDER'S OVERALL TOTAL SCORE 880.50

Les Evans 2/4/19

Mary Wirth 2/4/19

Ed Sanchez 2/4/2019

Agenda Action Form

Paducah City Commission

Meeting Date: February 26, 2019

Short Title: Purchase Eight (8) Police Pursuit Rated SUV for use by the Police Department - **R MURPHY**

Category: Municipal Order

Staff Work By: Randy Crouch, Dena Alexander

Presentation By: Rick Murphy

Background Information: On February 7, 2019 sealed bids were opened for the purchase of Eight (8) Police Pursuit Rated SUV for use by the Police Department. Two bids were received. The lowest evaluated bid is from Linwood Motors for a total of \$ 303,080.00 and a delivery time of 70 days. The bid includes the option to purchase up to two (2) more vehicle prior to June 30, 2019 at the bid price of \$ 37,885.00 each.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Rolling Stock / Vehicles

Account Number: 71000210-540050

Staff Recommendation: To authorize the Mayor to execute an agreement with Linwood Motors for Eight (8) Police Pursuit rated vehicles in the amount of \$ 303,080.00 and with the option to purchase 2 additional vehicles at the unit price in the event the City loses a cruiser.

Attachments:

1. Municipal Order
2. Agreement
3. Bid Tab
4. Paducah Ford
5. Linwood Motors
6. Evaluation
7. Paducah Sun Ad

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF EIGHT (8) POLICE PURSUIT RATED SUV'S IN AN AMOUNT OF \$303,080 WITH OPTION TO PURCHASE TWO (2) ADDITIONAL SUV'S AT THE UNIT BID PRICE BEFORE JUNE 30, 2019, FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Linwood Motors for eight (8) Police Pursuit Rated SUV's at a unit price of \$37,885.00, for a total price of \$303,080.00, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2019, for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of February 7, 2019.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors for the purchase of eight (8) Police Pursuit Rated SUV's, authorized in Section 1 above, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2019, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. These purchases shall be charged to Rolling Stock/Vehicles Account No. 71000210-540050.

SECTION 4. This Order shall be in full force and effect from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Agenda Action Form Paducah City Commission

Meeting Date: February 26, 2019

Short Title: Purchase of One (1) Diesel Dump Truck w/Snow Plow and Salt Spreader for use by the Engineering-Public Works , Street Division - **R MURPHY**

Category: Municipal Order

Staff Work By: Randy Crouch, Dena Alexander

Presentation By: Rick Murphy

Background Information: On February 7, 2019 sealed bids were opened for the purchase of One (1) Diesel Dump Truck w/snow plow and salt spreader for use by the Street Division. Two bids were received and the lowest evaluated bidder is Stringfellow for a total of \$133,885.00 and a delivery time of 312 days.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Rolling Stock / Vehicles

Account Number: 71000210-540050

Staff Recommendation: To adopt a municipal order authorizing the Mayor to execute a contract with Stringfellow for the purchase of One (1) Diesel Dump Truck w/snow plow and salt spreader for use by the Street Division in the amount of \$133,885.00.

Attachments:

1. Municipal Order
2. BID TAB
3. BID EVALUATIONS
4. 00500 - Agreement
5. ADVERTISEMENT PADUCAH SUN
6. STRINGFELLOW
7. TAG

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF STRINGFELLOW FOR SALE TO THE CITY OF ONE (1) NEW DIESEL DUMP TRUCK WITH SNOW PLOW AND SALT SPREADER IN AN AMOUNT OF \$133,885 FOR USE BY THE PADUCAH ENGINEERING PUBLIC WORKS DEPARTMENT STREET DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Stringfellow for one (1) new Diesel Dump Truck with Snow Plow and Salt Spreader, for a total price of \$133,885.00, for use by the Paducah Engineering Public Works Department Street Division, said bid being in substantial compliance with bid specifications, and as contained in the bid of Stringfellow of February 7, 2019.

SECTION 2. The Mayor is hereby authorized to execute a contract with Stringfellow for the purchase of one (1) new Diesel Dump Truck with Snow Plow and Salt Spreader, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicles Account No. 71000210-540050.

SECTION 4. This Order shall be in full force and effect from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 26, 2019
Recorded by Lindsay Parish, City Clerk, February 26, 2019
MO\Diesel Dump Trucks (Snow Plow Salt Spreader) 2-2019

2019 Dump Truck

LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST - Feb 7 2019

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Stringfellow	TAG Truck Centers
	Mark Dodds	David Hoelscher
	2710 Locust Street	215 Campbell Dr.
	Nashville, Tn 37207	Calvert City, KY 42029
	502-773-1350	270-519-8501 cell
Dump Truck w/Snow Plows and Salt Spreaders	<u>\$133,885.00</u>	<u>\$134,906.00</u>

Delivery Time	312days	Incomplete
Manufacturer	Freightliner	Freightliner

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	Yes	Yes
2. Manufacturer's Specifications	Yes	Yes
3. Warranty Information	Yes	Yes
4. Compliance with Tech Specs form	Yes	Yes
5. Deviations with Information	None	None
6. Kentucky State Bidders	No	Yes

Responsive & Responsible Bidder:	Yes	Yes
Evaluation Score:	1,000	844
BID RECOMMENDED FOR ACCEPTANCE	Yes	No

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT
OWNER EVALUATION FORM**

PROJECT: One (1) New Diesel Dump Trucks w/Snow Plow and Salt Spreader

BIDDER: TAG Truck

DATE: 2/7/2019

Grading Criteria:

Evaluate the Bidder's Criteria on a rated value scale:
0 = the lowest value to 10 = the highest value for each item listed below.
Rating x Weighted Percent = Criterion Score
The Sum of all Criterion Scores shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	RATING VALUE (0-10)	WEIGHTED PERCENT	CRITERION SCORE
1	Cummins Engine – 300 HP	10	10	100
2	Price \$134,906.00 133885.00/134906.00=.992x10=9.92	9.92	75	744
3	Delivery Incomplete	0	15	0

BIDDER'S OVERALL TOTAL SCORE 844

PREFERENCE TO KENTUCKY BIDDERS

1. Bidder is a resident of the following state: Kentucky
2. If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____
3. Addition of any reciprocal preference for resident bidders: _____

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT
OWNER EVALUATION FORM**

PROJECT: One (1) New Diesel Dump Trucks w/Snow Plow and Salt Spreader

BIDDER: Stringfellow

DATE: 2/7/2019

Grading Criteria:

Evaluate the Bidder's Criteria on a rated value scale:
 0 = the lowest value to 10 = the highest value for each item listed below.
 Rating x Weighted Percent = Criterion Score
 The Sum of all Criterion Scores shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	RATING VALUE (0-10)	WEIGHTED PERCENT	CRITERION SCORE
1	Cummins Engine – 300 HP	10	10	100
2	Price \$133,885.00	10	75	750
3	Delivery 312days	10	15	150

BIDDER'S OVERALL TOTAL SCORE 1000

PREFERENCE TO KENTUCKY BIDDERS

1. Bidder is a resident of the following state: Tennessee
2. If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: No
3. Addition of any reciprocal preference for resident bidders: _____

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

**AGREEMENT TO PURCHASE ONE (1)
DIESEL DUMP TRUCK w/ SNOW PLOW and SALT SPREADER**

THIS AGREEMENT, made this _____ day of _____, 2019 by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and **STRINGFELLOW** hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One (1) New Diesel Dump Truck w/Snow Plow and Salt Spreader** to be used by the Engineering-Public Works Department, Street Division in full compliance with the Bid Proposal Dated February 7, 2019 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **312** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **One Hundred Thirty-Three Thousand Eight Hundred Eighty-Five Dollars and Zero Cents (\$133,885.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order No. _____.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

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

Deadlines: IN-COLUMN ADVERTISING

Sunday Friday 1 p.m.
 Monday Friday 2:30 p.m.
 Tuesday-Saturday 12 Noon previous day
 Changes-Cancellations 12 Noon previous day
 and Friday at 1 p.m. for Sunday & Monday

DISPLAY ADVERTISING

Sunday Wednesday 4 p.m.
 Monday Thursday Noon
 Tuesday Thursday 4 p.m.
 Wednesday Friday 4 p.m.
 Thursday Monday Noon
 Friday Tuesday Noon
 Saturday Wednesday Noon

We accept Mastercard, Visa, Discover & American Express!



Office Hours:
 Monday-Friday 8 a.m. - 4:30 p.m.

Adjustments:
 Advertisers are requested to check the first insertion of their ads for any error. The Paducah Sun will be responsible for only one incorrect insertion. Any error should be reported immediately so corrections can be made.

CLASSIFIED AD RATES:

Lines Per Day	1	2	3	4	5	6	7
2	\$10.45	\$15.44	\$18.00	\$20.40	\$22.50	\$27.00	\$28.00
3	\$14.55	\$21.22	\$25.44	\$31.92	\$33.15	\$39.78	\$41.23
4	\$18.61	\$27.00	\$32.88	\$43.84	\$45.30	\$55.26	\$57.46
5	\$22.69	\$33.78	\$40.32	\$53.76	\$55.41	\$67.34	\$70.69
6	\$26.77	\$39.54	\$47.28	\$63.68	\$65.10	\$78.12	\$81.92
7	\$30.85	\$44.34	\$53.20	\$73.60	\$75.75	\$90.90	\$94.15

Call about our 30 day specials!

ANNOUNCEMENTS

0107 SPECIAL NOTICE

CLASSIFIED ADVERTISING POLICY

On all personal and happy ads. The Paducah Sun reserves the right to divulge the name of the party placing the ad. Also, we will no longer put any age on happy birthday ads.

FREE PALLETS

The Paducah Sun is pleased to offer free wood pallets to the community. They may be picked up daily while supplies last in the alley behind the Paducah Sun building.

Classified Advertising Dept.

270-575-8700
 MONDAY-FRIDAY 8:00AM TO 4:30PM
 OR EMAIL: classifieds@paducahsun.com

0107 SPECIAL NOTICE

paducahsun.com

In-Column Deadlines
 Sunday-12PM Friday
 Monday-1:30PM Fri.
 Tuesday-Saturday
 10AM Previous Day

CHECK YOUR AD

Advertisers are requested to check the first insertion of ads for any error. The Paducah Sun will be responsible for only ONE INCORRECT INSERTION. Any error should be reported immediately so corrections can be made. CHECK YOUR AD carefully and notify The Classified Advertising Department during business hours Monday through Friday 8:00AM - 5:30 PM in case of an error. 270-575-8700

Get it in print and get it SOLD!
 Paducah Sun Classifieds 575-8700

END ROLLS FOR SALE

The Paducah Sun has newspaper end rolls available for sale while supplies last at our office located at 408 Kentucky Ave., Paducah, KY, from 8 a.m. to 4:30 p.m. Monday through Friday. Depending on size, large rolls are priced from \$3 to \$6 and half rolls are priced from \$2 to \$4. There is no charge to non-profits or teachers with school ID.

0142 LOST

LOST YOUR DOG??
 Check your local Humana Society 270-443-5923

GARAGE/ESTATE SALES

0151 GARAGE/ESTATE SALES

Garage Sale SPECIAL
 Single Family 5 lines / 3 days
\$30
 270-575-8700

EMPLOYMENT

0204 ADMINISTRATIVE

HOTFACTS
 for hotjobs



0232 GENERAL HELP

0240 SKILLED TRADE

0232 GENERAL HELP
 Experienced Tire Tech for Semis, good driving record 270-443-2301

0240 SKILLED TRADE
 Part-Time Driver Local Delivery 2 days a wk please apply at Dry Ice Sales 6760 Ky Dam Rd. Paducah

0240 SKILLED TRADE
 Heartland looking for detail person need to be at least 21, have good driving record, have some detail experience, and be willing to help with customers as needed, start pay is \$10 hour.

The Paducah Sun has an immediate opening for a qualified Web Offset Press Operator. Qualifications would include: Familiarity with Manugraph DGM color towers or equivalent web presses. MagTech web splicers or equivalent pasters - automated registration systems - basic computer skills/touchscreen applications - CTP systems and processes - capable of other basic press task as assigned.

The Paducah Sun, Paducah KY is a 6 night per week operation printing various other area web publications. Please send resume to 408 Ky Ave, PO Box 2300, Paducah KY 42002-2300. Electronic resumes may be sent to: jrgers@paducahsun.com. No walk in interviews accepted.

0264 CHILD CARE

NOTE TO PARENTS:
 Kentucky State Law requires licensing for child care facilities providing care for 4 or more children not related to the licensee by blood, marriage or adoption.

0276 BUSINESS OPPORTUNITY

13 yr. est storage building for sale. Middle Lone Oak 52 units, fenced with extra lg. lot, by appointment. Serious Inquires Only 270-217-3414

PETS

FARM

MERCHANDISE

0563 MISC. ITEMS FOR SALE
 THIS NEWSPAPER COULD BE YOURS EVERY DAY!
 What better gift to give yourself or a friend.
 Call The Paducah Sun Customer Service Dept for details. 575-8800 or 1-800-599-1771.

0610 UNFURNISHED APARTMENTS
 1 BR. Clean & Quiet location in Lone Oak. \$440 mo. 270-554-0211/270-217-5890

0630 DUPLEXES FOR RENT
 3br 1b West Paducah great location. \$650 mon. 270-559-3252

0605 REAL ESTATE FOR RENT

ability to work independently
 • Responsible for administering the Low-Income Home Energy Assistance Program And Weatherization
 • Provide Case Management of individuals to assist them becoming more self-sufficient

Salary: Salary Negotiable.
 Fringe benefit package provided

You must be a resident of Fulton County to submit an application to: Janna York, WKAS Executive Director, P. O. Box 736, 33 Construction Dr. Mayfield, KY 42066

Applications for the position can be picked up at the WKAS office located at: 201 N. Highland Drive between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday or at the WKAS Central Office, 33 Construction Dr., Mayfield, KY 42066. The application and/or resume should be received no later than 4:30 p.m., close of business day, January 18, 2019.

This project funded, in part, under a contract with the Department for Health and Human Services, Cabinet for Health and Family Services and the Community Services Block Grant Act
 Equal Opportunity Employer

0605 REAL ESTATE FOR RENT

PUBLISHER'S NOTICE
 All real estate advertised herein is subject to the Federal Fair Housing Act which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preferences, limitations or discrimination in the sale, rental or advertising of real estate based on factors in addition to those protected under federal law. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

0610 UNFURNISHED APARTMENTS
 1 BR. Clean & Quiet location in Lone Oak. \$440 mo. 270-554-0211/270-217-5890

0630 DUPLEXES FOR RENT
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0624 CHILD CARE
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 3br 1b West Paducah great location. \$650 mon. 270-559-3252

0605 REAL ESTATE FOR RENT

0710 HOMES FOR SALE
 SEEING is believing! Don't buy property based on pictures or representations. For free information about avoiding time-share and real estate scams, write the Federal Trade Commission at Washington, DC 20580 or call the National Fraud Information Center, 1-800-876-7060.

0720 DUPLEX/APTS
 Reidland, 1 & 2 BR apts. \$485-\$600. 270-898-6500

0868 CARS FOR SALE
 2010 Maxima Pearl white dual sun roofs V6 alloys 91K miles 9.350 270-443-1045 270-217-8906

0720 DUPLEX/APTS
 Reidland, 1 & 2 BR apts. \$485-\$600. 270-898-6500

0868 CARS FOR SALE
 2010 Maxima Pearl white dual sun roofs V6 alloys 91K miles 9.350 270-443-1045 270-217-8906

0910 BUSINESS OPPORTUNITIES

0955 LEGALS

0955 LEGALS

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0955 LEGALS

0204

The Herald Ledger

is currently accepting applications for

FULL-TIME POSITION

Eddyville Herald Ledger is hiring a Full-Time Office Manager. Duties will include, customer service, creating classified ads, Postal Reports, Weekly and Monthly Billing, Calling on advertisers for inserts. Candidates must be computer savvy and willing to learn multiple platforms.

Candidates should send resume to General Manager, Matt Jones at mjjones@paducahsun.com.

The Herald Ledger is an equal opportunity employer and does not discriminate on the basis of race, religion, color, sex, age, national origin or disability.

ADMINISTRATIVE

0204

The Herald Ledger

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GET IT IN PRINT AND GET IT SOLD

The City of Paducah, Engineering-Public Works Department will receive sealed bids for the purchase of One (1) New Diesel Dump Truck w/Snow Plow and Salt Spreader for use by the Engineering - Public Works, Street Division at 2:00 P.M. CST, on Thursday January 24, 2019. All bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky. Copies of the specifications may be obtained at the office of the Engineering - Public Works Department located in City Hall. More information regarding this purchase may be found at the City of Paducah's website: www.paducahky.gov or under Request for Bids.

Paducah Sun Classifieds 575-8700

FAST THAN A SPEEDING BULLET

Call The Classifieds: 575-8700

FAST THAN A SPEEDING BULLET

The Paducah Sun SERVICE Directory

HOME SERVICE DIRECTORY
1144 HANDYMAN

The Best Roof You Will Ever Need!!
 Roofing, Metal Roof, Siding, Decks and more.
 270-564-5770

1150 HAULING
CLEAN OUT HAUL OFF
 • Garages • Attics • Basements • Outbuildings W. KY & So. IL
 No Job Too Small!
 FREE ESTIMATES
 (270) 210-5470

1162 HOME IMPROVEMENT & REPAIR
GENERAL CONTRACTOR
 Over 30 Years Experience
 Doors, Windows, Siding, Decks, Covers, etc.
 Mike Downing
 270-816-3809

1200 TREE SERVICE
PADUCAH TREE SERVICE
 (270) 210-5132
 FREE ESTIMATES
 WE SUPPORT 4-H

1276 ROOFING
Affordable Home Improvement
 Specializing in ALL your home improvement needs (Roofing, Flooring, Repairs, etc.)
 Insured, Free Est. 5% Military Discount
 Scott, 270-309-3025

1276 ROOFING
COWBOY UP AND SONS
 • Metal Roofing
 Shingle roof Flat roof
 Free Estimates: Will beat any contractor's price
 270-349-9980

1276 ROOFING
HINES ROOFING
 Shingles & Metal
 35 Years Experience
 INSURED
 All Work Guaranteed
 270-443-6338
 270-556-5474

1306 SERVICES
The Paducah Sun Service Directory
 1x1 - 30 days
\$90.00
 Call for more info 270-575-8700

PROFESSIONAL SERVICE DIRECTORY
WANTED
 Unique Items At Affordable Prices
 To Place A Classified Ad Call 575-8700

1306 SERVICES
The Paducah Sun Service Directory
 1x1 - 30 days
\$90.00
 Call for more info 270-575-8700

PROFESSIONAL SERVICE DIRECTORY
WANTED
 Unique Items At Affordable Prices
 To Place A Classified Ad Call 575-8700

1306 SERVICES
The Paduca

Agenda Action Form Paducah City Commission

Meeting Date: February 26, 2019

Short Title: KDLA Local Records Grant for City Clerk - **L PARISH**

Category: Municipal Order

Staff Work By: Lindsay Parish, Melanie Townsend

Presentation By: Lindsay Parish

Background Information: The Kentucky Local Records Branch provides records management assistance to more than 2,900 local government agencies in the Commonwealth. The Paducah City Clerk wishes to apply for a Kentucky Department for Libraries and Archives (KDLA) grant to digitize and convert to microfilm permanent records including Ordinance Books #6-18 and Minutes from 1924-1969. These are permanent records. The digitized versions will be uploaded and made available for public viewing in order to improve ease of access and to safeguard the original records.

The work to digitize the records and convert them to microfilm will be competitively bid according to the city's and KDLA's guidelines. No match is required. The grant amount is dependent upon the bids received.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): O-2: Create and sustain a customer centric culture aligned with our organizational values.

Funds Available: Account Name:
Account Number:

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

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES GRANT THROUGH THE KENTUCKY LOCAL RECORDS BRANCH FOR THE CITY CLERK'S OFFICE TO BE USED TO DIGITIZE AND CONVERT TO MICROFILM PERMANENT RECORDS, INCLUDING ORDINANCE BOOKS #6-18 AND MINUTES FROM 1924-1969

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of an application for a Kentucky Department for Libraries and Archives grant through the Kentucky Local Records Branch for the Paducah City Clerk's Office to be used to digitize and convert to microfilm permanent records including Ordinance Books #6-18 and Minutes from 1924-1969. The amount of the grant is dependent upon the bids received by the City. No local cash or in-kind match is required.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 26, 2019
Recorded by Lindsay Parish, City Clerk, February 26, 2019
mo\grants\application- Ky Dept Libraries & Archives KDLA – Clerk 02-2019

Agenda Action Form

Paducah City Commission

Meeting Date: February 26, 2019

Short Title: Firehouse Subs Public Safety Foundation Grant Application - **S KYLE**

Category: Municipal Order

Staff Work By: April Tinsman, Melanie Townsend

Presentation By: Steve Kyle

Background Information:

Firehouse Subs Public Safety Foundation is dedicated to improving the life-saving capabilities and the lives of local heroes and their community by funding: Lifesaving equipment, prevention education, scholarships and continued education, support for members of the military, and disaster preparedness and disaster relief.

Applicants must be located within 60 miles of a Firehouse Subs restaurant and the grant requests must be between \$15,000 and \$25,000.

The Paducah Fire Department is seeking a grant from the Firehouse Subs grant program for purchase of public education and engagement equipment. The equipment includes an inflatable firehouse that can be used in the department's public education and community risk reduction initiatives. No match is required

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): P-10: Develop and implement a fire community risk reduction program

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the planning department to submit an online grant application through the Firehouse Subs Public Safety Foundation grant portal.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PLANNING DEPARTMENT TO APPLY FOR AN ONLINE GRANT THROUGH THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT PORTAL TO REQUEST BETWEEN \$15,000 AND \$25,000 FOR THE FIRE DEPARTMENT TO PURCHASE PUBLIC EDUCATION AND ENGAGEMENT EQUIPMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City hereby authorizes the Planning Department to apply for an online grant through the Firehouse Subs Public Safety Foundation grant portal for funding in a range between \$15,000 and \$25,000 for the Paducah Fire Department to purchase public education and engagement equipment, including an inflatable firehouse to be used in the Fire Department's public education and community risk reduction initiatives. No local cash or in-kind match is required.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners February 26, 2019
Recorded by Lindsay Parish, City Clerk, February 26, 2019
\\mo\grants\app-firehouse subs public safety foundation grant 02-2019

Agenda Action Form

Paducah City Commission

Meeting Date: February 26, 2019

Short Title: Transfer Funds from Commission Contingency for Kresge Building Demolition - **J ARNDT**

Category: Municipal Order

Staff Work By: James Arndt, Lindsay Parish, Audra Herndon, Jonathan Perkins
Presentation By: James Arndt

Background Information: This Municipal Order is for the transfer of \$600,000 from the Commission Contingency Account to the Kresge Building Demolition Project Number MR0073 for emergency demolition and related services for the Kresge Building.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order authorizing and directing the Finance Director to transfer \$600,000 from the Commission Contingency Account to the Kresge Building Demolition Project.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE COMMISSION RESERVE FUND TO THE KRESGE DEMOLITION PROJECT ACCOUNT IN AN AMOUNT OF \$600,000 FOR EMERGENCY DEMOLITION OF THE KRESGE BUILDING

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Finance Director is hereby authorized and directed to transfer \$600,000, from the Commission Reserve fund to the Kresge Demolition Project Account #MR0073 for funding for the emergency demolition of the Kresge Building.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners February 26, 2019
Recorded by Lindsay Parish, City Clerk, February 26, 2019
\\mo\budget transfer emergency kresge demolition

RESOLUTION

A RESOLUTION UPHOLDING THE PARTNERSHIP BETWEEN THE CITY OF PADUCAH AND THE COUNTY OF MCCRACKEN TO PURSUE AND SUPPORT A TAX INCREMENT FINANCING (TIF) DISTRICT IN THE DOWNTOWN RIVERFRONT DEVELOPMENT AREA

WHEREAS, the riverfront is a core feature of our community's identity affording the community unique economic development opportunities, particularly in tourism and river industries; and

WHEREAS, the use of the Tax Increment Financing (TIF) economic development tool authorized under KRS 154.30 would capture for local use state tax dollars that would otherwise go into the state coffers; and

WHEREAS, the City and County acknowledge that economic development is an important focus of all public officials that benefits the whole region; and

WHEREAS, the City and County recognize that executing the Tax Increment Financing Development Plan for the Downtown Riverfront Development Area could bring significant resources and improvements to the immediate and wider area; and

WHEREAS, the City and County desire to work together to participate in a TIF district for the Downtown Riverfront Development Area; and

WHEREAS, local governments are empowered under KRS 65.210 to KRS 65.300 to enter into agreements with other governmental entities to enhance efficient provision of services to their communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Paducah agree to enter into an Interlocal Cooperation Agreement with the McCracken County Fiscal Court by March 27, 2019, to jointly pursue and participate in a Tax Increment Financing district designation for the Downtown Riverfront Development Area.

This Resolution shall be in full force and effect from and after its adoption.

CITY OF PADUCAH

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, Paducah City Clerk

Adopted by the Board of Commissioners, February 26, 2019
Recorded by Lindsay Parish, City Clerk, February 26, 2019
Resoln\City-County TIF Cooperation Final

TIF Development Plan for the Downtown Riverfront Development Area

1. Introduction.

1.1 Purpose. The City of Paducah (“City”) intends to establish the Downtown Riverfront Development Area (the “Development Area”) pursuant to the provisions of KRS 65.7041 to 65.7083, and KRS 154.30-010 to 154.30-090, as the same may be amended (collectively, the “Act”), and to ask for the support and participation of McCracken County (“County”) and to request funding from the Commonwealth of Kentucky (the “State”) to support public infrastructure necessary to support a mixed-use development (the “Project”) within the Development Area being undertaken by several different development groups or their affiliates (the “Developers”). The City proposes to support the Project and provide redevelopment assistance through a pledge of certain new City, County, and State incremental tax revenues generated from the Project within the Development Area and to undertake certain public infrastructure improvements needed within the Development Area. The Project proposed by the Developers or its affiliates is expected to include mixed-use retail and restaurant space, additional hotel rooms, and residential buildings, as well as the construction and renovation of public buildings that will provide meeting, entertainment, and educational space. In order to help ensure the success and support of the Project and the revitalization of Paducah’s riverfront, a variety of public improvements are needed within the Development Area.

1.2 Size and Location. The Development Area consists of 315 acres and is located along the downtown riverfront in Paducah, Kentucky and through the City’s main corridor down Broadway.

1.3 Current Uses. The Development Area currently contains a wide variety of zoning categories and uses, including business/professional/service, residential, and industrial.

2. The Development Area.

2.1 Assurances Regarding the Size and Taxable Assessed Value of the Development Area and Other Matters. The City finds in accordance with the Act that:

- (a) The Development Area is a contiguous Area consisting of 315 acres, which is less than three (3) square miles in area;
- (b) The establishment of the Development Area will not cause the assessed

taxable value of real property within the Development Area and within all “development areas” and “local development areas” established by the City (as those terms are defined in the Act) to exceed twenty percent (20%) of the total assessed taxable value of real property within Paducah. The assessed value of taxable real property within the Development Area for calendar year 2018 was \$22.0 million. The City and County have not previously established any other development area pursuant to the Act. The total assessed value of taxable real property within the County for the calendar year 2018 is approximately \$4.0 billion. Therefore, the assessed value of taxable real property within all development areas is less than twenty percent (20%) of the assessed value of taxable real property within the County; and

(c) That the Development Area constitutes previously developed land as required by KRS 65.7043.

2.2 Statement of Conditions and Findings Regarding the Development Area. Pursuant to KRS 65.7049(3), a development area shall exhibit at least two (2) of the following conditions to qualify for designation as a “development area” under the Act and to qualify for a pledge of State incremental revenues pursuant to KRS 154-30.060 it must exhibit at least three (3):

- (a) Substantial loss of residential, commercial, or industrial activity or use;
- (b) Forty percent (40%) or more of the households are low-income households;
- (c) More than fifty percent (50%) of residential, commercial, or industrial structures are deteriorating or deteriorated;
- (d) Substantial abandonment of residential, commercial, or industrial structures;
- (e) Substantial presence of environmentally contaminated land;
- (f) Inadequate public improvements or substantial deterioration in public infrastructure; or
- (g) Any combination of factors that substantially impairs or arrests the growth and economic development of the city or county; impedes the provision of adequate housing; impedes the development of commercial or industrial property; or adversely affects public health, safety, or general welfare due to the development area’s present condition and use.

The City has reviewed and analyzed the conditions within the Development

Area and finds that the Development Area exhibits at least three of the qualifying characteristics:

(1) **A substantial loss of commercial activity has occurred.** Commercial activity within the Development Area has been in a state of economic decline for years. In its present state, only some of the parcels zoned for commercial use within the Development Area are being used for commercial purposes, while the majority contain underutilized, unoccupied, or deteriorating structures. The Development Area includes many empty storefronts and buildings which have been unoccupied for years and continue to deteriorate.

(2) **Public improvements and public infrastructure are inadequate.** While the City has invested a significant deal of money and effort in recent years to assist in the revitalization of the riverfront in downtown Paducah, the area is still significantly lacking in terms of the infrastructure needed to support the desired redevelopment. The construction of the requisite public infrastructure creates a heavy financial burden for any potential developer within the Development Area. The following are non-exclusive examples of public infrastructure improvements that will enable construction of the Project and catalyze additional growth and redevelopment within the Development Area:

- **Parking** – As downtown develops, the Development Area will face an increasing deficiency in the number of parking spots available to support future projects. Most of the parking near the riverfront is surface parking that takes up significant valuable acreage, an inefficient solution due to the reduced density it creates in the downtown area, utilizing some of the parcels with the most economic potential in a least impactful way. Structured parking will be required to accommodate both the new and existing businesses, particularly regarding peak traffic times related to events and conferences as the Project and Development Area is redeveloped. This investment will allow the area to attract vertical redevelopment, maximizing the land use along the riverfront and allowing a level of density that a successful revitalization and reimagination of the downtown Paducah riverfront will require.
- **Connectivity Improvements and Public Space** – The possible re-routing of existing roads, various streetscape improvements, and the creation of new pathways and walkways to accommodate increased pedestrian and bicycle traffic along the riverfront and through the downtown corridor. These improvements will go a long way towards attracting visitors and residents, alike, to Paducah's riverfront by creating an inviting pedestrian

and bike-friendly environment with plenty of outdoor space, including a Riverfront Park, that will be well-suited for hosting public gatherings and events.

- **Waterfront Public Landing Improvements** – The dredging of the river near the banks and the construction of a new steamboat landing area will allow increased boating access. The dredging and additional landing will allow more large-scale boats to dock at Paducah’s riverfront throughout the year, bringing more visitors into the community and the downtown area, in particular. Combining these improvements with the rest of the Project will create an exciting and welcoming environment that will encourage increased visitorship while providing an opportunity to realize longer stays and a significantly greater impact to the local economy.
- **Utilities** – Utility improvements necessary to provide service throughout the Development Area may include expansion of broadband internet access, sanitary sewer lines, storm sewer lines, water service lines, electric, gas, and telephone, to provide sufficient access throughout the riverfront and to accommodate the increased usage that the Project and its patrons will require.
- **Environmental** – The Development Area is likely to require some demolition and brownfield remediation from past commercial uses within the Development Area. Several areas of concern include lead-based paint and asbestos remediation in older structures, however, the true extent to which remediation may be necessary is uncertain.
- **Public Buildings and Amenities** – The Project plans include the rehabilitation/construction of certain public buildings focused on promoting increased visitorship to the area, including the redevelopment of museum and event space in the Showcase Lounge and the rehabilitation of the Columbia Theatre. These amenities will provide modern space along the riverfront for hosting conferences and events, museum space, and a unique setting for performances and presentations at the heart of Paducah’s riverfront and its downtown corridor.

(3) **There is a combination of factors that substantially impairs growth and economic development of the Development Area.** Paducah sees the need to reshape its downtown riverfront core in order to generate the critical mass of activity that communities of its size so often struggle to reach. Reaching this critical mass would allow the City to achieve significant growth and economic development

in this Area, but it is inhibited by a variety of issues. The presence of the floodwall along the riverfront makes cohesive and seamless development in the Area more difficult and creates additional costs that must be mitigated in order to attract private investment. The connectivity and visibility issues that it creates will require thoughtful investment from public sources, such as the TIF program. Traffic circulation in the area creates impediments to safe and pleasant pedestrian movement throughout the riverfront area that will require additional investment from public sources to reshape its flow while providing adequate and appealing transportation safety features. And while increased pedestrian traffic throughout the riverfront is the goal, it is likely that many of these pedestrians will still be planning to drive to the riverfront and park their car nearby before exploring the Area, which will require the construction of structured parking. This will allow more efficient land use by facilitating and promoting increased vertical construction along the riverfront, creating higher levels of density and allowing the community to maximize the Area's economic impacts. The Project's proposed mix of uses will be highly impactful within the Area and to the whole region, but these various factors have prevented such growth from occurring and will remain a barrier to achieving meaningful private investment in the area without financial assistance from public sources.

2.3 Assurances the Development Area Is Not Reasonably Expected to Develop Without Public Assistance. The City finds that the Development Area is not reasonably expected to be developed without public assistance. The public infrastructure costs within the Development Area are too high for the Project to occur without public assistance, particularly as relates to the lack of structured parking and pedestrian connectivity throughout the Development Area. It is estimated that the total cost of the public infrastructure improvements planned within the Development Area is approximately \$56.5 million. Without public funding, including the critical pledge of State incremental revenues under the Commonwealth Participation Program for Mixed-Use Redevelopment in Blighted Urban Areas, the proposed Project within the Development Area would not be possible.

2.4 Assurances the Public Benefits of Redeveloping the Development Area as Proposed Justify the Public Costs Proposed. The City finds that the public benefits of developing the Development Area justify the public costs proposed. As detailed in the Commonwealth Economics Report, attached hereto as Exhibit "A", (the "Report"), the investment is estimated to reach \$156.3 million, \$99.8 million of which relates to private costs, and \$56.5 million of which is for

approved public infrastructure costs. Over a 20-year period, the project is expected to support over 1,100 jobs annually and \$1.9 billion in total economic impact. While the City may pledge certain new ad valorem property taxes and occupational taxes to pay for the proposed public infrastructure, it will attract significant private investment in its downtown riverfront while leveraging a reinvestment of state tax dollars and will generate new revenues from local incremental revenues not pledged (including school and fire district taxes).

The Project is expected to generate much more tax revenue than is currently being generated within the Development Area. According to the Report, over a 20-year period, the Project is estimated to generate \$118.0 million of on-site eligible state and local tax revenues. This includes \$23.4 million in local taxes and \$94.6 million in state taxes. After subtracting the estimated baseline tax revenues, total incremental tax revenues generated within the Development Area are estimated at approximately \$113.5 million over a 20-year period. After 20 percent is retained by the state, such amount translates to an estimated \$75.0 million available for State participation and an estimated \$19.8 million for local participation.

Based on research and analysis document in the Report, the Project is estimated to have a significant economic and fiscal impact to the regional economy. Its construction, alone, is estimated to generate a one-time impact that includes over \$156.3 million of total spending, \$89.7 million of total wages, support for 1,935 jobs, and \$258.9 million in total economic impact.

2.5 Assurances Regarding the Area Immediately Surrounding the Development Area. Pursuant to the Act, the establishment of a development area requires a finding that the area immediately surrounding the Development Area has not been subject to growth and development through investment by private enterprise, or that there are certain special circumstances within the Development Area that would prevent its development without public assistance. The City finds that very few portions of the area immediately surrounding the Development Area have been subject to growth and development through investment by private enterprise without the use of incentives, and certainly none to the extent contemplated by this Project. Additionally, certain circumstances within the development area would prevent its development without the use of public assistance, due to the infrastructure needs as described in Section 2.2, particularly with regard to parking and the beautification and connectivity of downtown Paducah and the riverfront through pedestrian-friendly amenities and improvements.

2.6 Development Area Description. The Development Area includes the real property within the boundaries described on the site plan and legal description attached hereto as Exhibit “B”.

2.7 Existing Uses and Conditions. The Development Area currently contains a variety of zoning categories and uses that allow commercial, residential, and industrial activity. Because the boundary includes the downtown core, there are some existing commercial businesses located within the Development Area. However, the businesses currently in operation are joined by those who have gone out of business and have shut their doors, leaving behind empty store fronts and unused deteriorating buildings, which not only provide no economic benefit to the area, but have deleterious impacts to both investment in and tourism to the Area. Furthermore, the lack of sufficient, well-designed infrastructure in the area has prevented interested developers in pursuing redevelopment projects due to the prohibitively high costs associated with rehabilitation and abatement of deteriorating structures, the provision of adequate parking, and developing attractive streetscapes and walking paths. Without public investment, the riverfront in the downtown corridor will continue to sit unoccupied, allowing one of the City’s most valuable assets, its riverfront, to continue to underperform economically.

There are no apparent conditions in the Development Area that would prevent it from being developed as contemplated by this Development Plan with the assistance of the state and local government to defray the significant cost of public infrastructure.

2.8 Proposed Changes in the Zoning Ordinance, Zoning Map, Comprehensive Plan or Other Codes or Plans Necessary to Implement the Development Plan. It is not anticipated that any zone changes will be necessary to implement the Development Plan as currently contemplated.

2.9 Certification of Compliance with the Comprehensive Land-Use Plan. The Downtown Riverfront Development Plan has been created through the process of Developers collaborating with the working group that was assembled by representatives from the City and County. The Development Plan was submitted for certification of compliance with the duly adopted Comprehensive Plan. Attached as Exhibit “C” is the documentation of certification.

3. The Development Program.

The Project proposed for the Development Area includes the following approved public infrastructure and public improvement elements, in addition to the private portions of the Project, as described more particularly in the report attached

hereto as Exhibit “A”.

3.1 Private Development. It is currently estimated that the private development components within the Development Area will cost approximately \$99.9 million and include hotel, retail, restaurant, residential and manufacturing space, as described more particularly in the report attached hereto as Exhibit “A”.

3.2 Public Infrastructure and Improvements. Qualifying public infrastructure expenditures could reach up to an estimated \$56.5 million within the Development Area including, but not limited to, the following components:

- **Parking** – As downtown develops, the Development Area will face an increasing deficiency in the number of parking spots available to support future projects. Most of the parking near the riverfront is surface parking that takes up significant valuable acreage, an inefficient solution due to the reduced density it creates in the downtown area, utilizing some of the parcels with the most economic potential in a least impactful way. Structured parking will be required to accommodate both the new and existing businesses, particularly regarding peak traffic times related to events and conferences as the Project and Development Area is redeveloped. This investment will allow the area to attract vertical redevelopment, maximizing the land use along the riverfront and allowing a level of density that a successful revitalization and reimagination of the downtown Paducah riverfront will require.
- **Connectivity Improvements and Public Space** – The possible re-routing of existing roads, various streetscape improvements, and the creation of new pathways and walkways to accommodate increased pedestrian and bicycle traffic along the riverfront and through the downtown corridor. These improvements will go a long way towards attracting visitors and residents, alike, to Paducah’s riverfront by creating an inviting pedestrian and bike-friendly environment with plenty of outdoor space, including a Riverfront Park, that will be well-suited for hosting public gatherings and events.
- **Waterfront Public Landing Improvements** – The dredging of the river near the banks and the construction of a new steamboat landing area will allow increased boating access. The dredging and additional landing will allow more large-scale boats to dock at Paducah’s riverfront throughout the year, bringing more visitors into the community and the downtown area, in particular. Combining these improvements with the rest of the Project will create an exciting and welcoming environment that will

encourage increased visitorship while providing an opportunity to realize longer stays and a significantly greater impact to the local economy.

- **Utilities** – Utility improvements necessary to provide service throughout the Development Area may include expansion of broadband internet access, sanitary sewer lines, storm sewer lines, water service lines, electric, gas, and telephone, to provide sufficient access throughout the riverfront and to accommodate the increased usage that the Project and its patrons will require.
- **Environmental** – The Development Area is likely to require some demolition and brownfield remediation from past commercial uses within the Development Area. Several areas of concern include lead-based paint and asbestos remediation in older structures, however, the true extent to which remediation may be necessary is uncertain.
- **Public Buildings and Amenities** – The Project plans include the rehabilitation/construction of certain public buildings focused on promoting increased visitorship to the area, including the redevelopment of museum and event space in the Showcase Lounge and the rehabilitation of the Columbia Theatre. These amenities will provide modern space along the riverfront for hosting conferences and events, museum space, and a unique setting for performances and presentations at the heart of Paducah’s riverfront and its downtown corridor.

4. Development assistance and Finance Plan.

The Proposed “redevelopment assistance”, as defined in the Act, to be provided in the Development Area is estimated to cost up to approximately \$56.5 million, not including interest expenses. The City and County may pledge up to one-hundred percent (100%) of their incremental tax revenues from real property taxes and occupational taxes from the Project for up to a 30-year period and, in accordance with the Act; will create a special fund for the deposit of pledged incremental revenues. In addition, the City and/or an agency thereof will submit an application to the Kentucky Economic Development Finance Administration (“KEDFA”) to request State participation in the form of a pledge of up to eighty (80%) of incremental State tax revenues generated from the Project for up to a 20-year period.

The City will establish a special fund for the deposit of pledged incremental revenues. Pledged incremental revenues deposited into this special fund will be used to provide “redevelopment assistance” and to reimburse the financing and/or upfront expenditure by private parties and/or the City or County on “approved

public infrastructure costs” or to pay directly for such redevelopment assistance and approved public infrastructure costs, and any other purposes in compliance with this Development Plan, the Act, and all agreements and documents entered into in connection therewith. It is anticipated that, in some cases, private parties may pay for some portion of the public improvements within the Development Area and seek reimbursement in conformity with the TIF statutes and agreements between the Developers and the government. The City will enact an ordinance establishing the Development Area and adopting this Development Plan (and the County may do the same). The development ordinance will designate the Finance Department (the “Agency”), organized by the City, to oversee, administer and implement the TIF ordinances and agreements.

As set forth in more detail in the attached Report, the Project is estimated to directly generate approximately \$113.5 million in TIF-eligible incremental tax revenues over a 20-year period. The extent to which these revenues may be available to provide redevelopment assistance and reimburse approved public infrastructure costs will ultimately depend on the levels of participation agreed to by the various governing bodies and the extent to which the incremental revenues are actually generated.

5. Conclusions.

The Development Area’s mix of private investment and public improvement will allow for the continued revitalization of Paducah’s riverfront in creating a unique destination for visitors and residents, alike. The proposed assistance is critical to achieving and incentivizing successful redevelopment throughout the Development Area as it will attract significant private investment and provide a useful funding mechanism for the future and continued revitalization of Paducah’s riverfront.

List of Exhibits

Exhibit A – Commonwealth Economics Report (Separate document)

Exhibit B – Map and Legal Description of Development Area

Exhibit C – Certified Letter of Compliance with Comprehensive Plan

Exhibit A - Commonwealth Economics Report
(Separate document)

CITY OF PADUCAH

TIF BOUNDARY DISTRICT

LEGAL DESCRIPTION

An area to be known as the Downtown Riverfront Development Area containing 317.01 acres located on the northeasterly side of the City of Paducah on the banks of the Ohio River and more particularly bounded and described as follows:

Beginning at a point in the thread of the Ohio River, a plat of which showing said thread is recorded in the McCracken County Clerk's office in Plat Cabinet "M", Page 516 and also being the northwesterly corner of the herein described tract; **THENCE FROM SAID POINT OF BEGINNING** with said thread for the following five calls: S 45°11'49" E a distance of 1160.24 feet to a point; S 43°45'46" E a distance of 1708.12 feet to a point; S 42°59'08" E a distance of 422.05 feet to a point; S 40°13'00" E a distance of 1249.02 feet to a point; S 45°34'19" E a distance of 1306.71 feet to a point; thence S 64°46'05" W a distance of 2008.99 feet to a point on the southern bank of the Ohio River; thence in a westerly direction and crossing a river access ramp, S 84°46'47" W a distance of 206.37 feet to a point in the City of Paducah Flood Wall; thence travelling parallel to South Water Street and along said flood wall, N 24°54'56" W a distance of 341.80 feet to a point in said flood wall; thence crossing Kentucky Avenue, N 24°57'33" W a distance of 66.31 feet to a point in said flood wall; thence crossing South Water Street, S 64°43'38" W a distance of 66.07 feet to a point at the intersection of the right-of-ways of South Water Street and Kentucky Avenue; thence continuing northwestwardly with right-of-way of said South Water Street, N 25°01'16" W a distance of 258.88 feet to a point; thence S 64°27'13" W a distance of 186.00 feet to a point in the centerline of Maiden Alley; thence with the centerline of said alley, N 24°44'01" W a distance of 93.15 feet to a point in the southerly right-of-way of Broadway Street; thence with said right-of-way, S 64°59'21" W a distance of 175.69 feet to a point in the easterly right-of-way of Market House Square; thence with said right-of-way and crossing aforesaid Kentucky Ave, S 24°52'09" E a distance of 416.22 feet to a point in the intersection of the right-of-way of Kentucky Avenue and Marine Way; thence crossing Marine Way, S 65°19'04" W a distance of 108.77 feet to a point in aforesaid southerly right-of-way of Kentucky Avenue; thence crossing Kentucky Ave and running with the westerly right-of-way of Market House Square, N 25°57'52" W a distance of 416.44 feet to a point in the southerly right-of-way of Broadway Street; thence with said right-of-way, S 65°46'12" W a distance of 121.49 feet to a point in said right-of-way; thence S 24°42'07" E a distance of 418.67 feet to a point in the aforesaid southerly right-of-way of Kentucky Avenue; thence running with said right-of-way, S 62°38'30" W a distance of 168.11 feet to a point in the intersection of said right-of-way with South 3rd Street; thence with the right-of-way of South 3rd Street, S 23°00'06" E a distance of 137.97 feet to a point in said right-of-way; thence crossing South 3rd Street, S 41°56'04" W a distance of 71.63 feet to a point in the westerly right-of-way of said South 3rd Street; thence S 65°14'37" W a distance of 348.63 feet to a point in the easterly right-of-way of South 4th Street; thence with said right-of-way, N 24°37'29" W a distance of 171.62 feet to a point in the intersection of the right-of-way of Kentucky Avenue and South 4th Street; thence with the right-of-way of South 4th Street, N 64°59'11" E a distance of 114.97 feet to a point; thence crossing Kentucky Avenue, N 34°57'03" W a distance of 67.00 feet to a point in the northerly right-of-way of said Kentucky Avenue; thence N 25°03'27" W a distance of 174.91 feet to a point; thence S 65°01'18" W a distance of 45.28 feet to a point; thence N 24°48'24" W a distance of 174.90 feet to a point in the southerly right-of-way Broadway Street; thence with said right-of-way, S

Exhibit B - Map and Legal Description of Development Area

64°44'44" W a distance of 57.62 feet to a point in the intersection of Broadway Street and South 4th Street; thence with the right-of-way of South 4th Street, S 24°54'58" E a distance of 174.62 feet to a point; thence crossing South 4th Street, S 65°04'00" W a distance of 278.52 feet to a point; thence S 23°31'59" E a distance of 63.08 feet to a point; thence in a southwestwardly direction and crossing South 5th Street, S 64°48'59" W a distance of 193.09 feet to a point in the westerly right-of-way of South 5th Street; thence N 25°09'08" W a distance of 62.95 feet to a point; thence S 65°01'39" W a distance of 167.98 feet to a point; thence N 24°48'05" W a distance of 175.37 feet to a point in the southerly right-of-way of Broadway Street; thence with said right-of-way, S 64°58'06" W a distance of 178.28 feet to a point in the intersection of the right-of-way of Broadway Street and South 6th Street; thence with the right-of-way of South 6th Street and crossing Kentucky Ave, S 25°01'27" E a distance of 762.55 feet to a point in the intersection of the right-of-way of South 6th Street and Washington Street; thence crossing Washington Street, S 64°51'35" W a distance of 60.01 feet to a point in said intersection; thence with the right-of-way of South 6th Street, N 24°59'27" W a distance of 596.03 feet to a point; thence S 64°55'13" W a distance of 86.19 feet to a point; thence N 25°05'10" W a distance of 165.70 feet to a point in the southerly right-of-way of Broadway Street; thence with said right-of-way, S 65°02'20" W a distance of 316.59 feet to a point in the intersection of the right-of-way of Broadway Street and South 7th Street; thence N 28°32'21" W a distance of 66.14 feet to a point in the northwesterly intersection of the right-of-way of Broadway Street and North 7th Street; thence crossing North 7th Street and with the northerly right-of-way of Broadway Street, N 64°59'00" E a distance of 407.46 feet to a point in the intersection of the right-of-way of Broadway Street and North 6th Street; thence with the westerly right-of-way of North 6th Street, N 25°08'51" W a distance of 347.54 feet to a point in the intersection of the right-of-way of North 6th Street and Jefferson Street; thence N 64°51'35" E a distance of 60.00 feet to a point in the southeasterly intersection of the right-of-way of North 6th Street and Jefferson Street; thence with the easterly right-of-way of North 6th Street, S 25°08'51" E a distance of 346.93 feet to a point in the northeasterly intersection of the right-of-way of North 6th Street and Broadway Street; thence with the northerly right-of-way of Broadway Street, N 65°03'01" E a distance of 344.71 feet to a point in the northwesterly intersection of the right-of-way of Broadway Street and North 5th Street; thence with the westerly right-of-way of North 5th Street, N 24°48'41" W a distance of 173.06 feet to a point; thence crossing North 5th Street, N 65°07'19" E a distance of 60.00 feet to a point in the easterly right-of-way of North 5th Street; thence with said right-of-way, S 24°48'43" E a distance of 173.21 feet to a point in the northeasterly intersection of the right-of-way of North 5th Street and Broadway Street; thence with the northerly right-of-way of Broadway Street, N 64°45'05" E a distance of 174.01 feet to a point; thence N 25°05'03" W a distance of 196.20 feet to a point; thence in a northeasterly direction and crossing North 4th Street, N 63°13'48" E a distance of 238.92 feet to a point in the easterly right-of-way of said street; thence with said right-of-way, S 25°02'01" E a distance of 204.08 feet to a point in the northeasterly intersection of the right-of-way of North 4th Street and Broadway Street; thence with the northerly right-of-way of Broadway Street, N 64°57'31" E a distance of 172.96 feet to a point; thence N 23°36'18" W a distance of 347.60 feet to a point in the southerly right-of-way of Jefferson Street; thence with said right-of-way, S 64°53'20" W a distance of 478.09 feet to a point; thence crossing Jefferson Street, N 24°59'46" W a distance of 240.09 feet to a point; thence N 65°05'06" E a distance of 59.20 feet to a point; thence N 23°27'01" W a distance of 4.60 feet to a point; thence N 64°52'00" E a distance of 12.43 feet to a point; thence S 24°59'57" E a distance of 4.64 feet to a point; thence N 65°05'07" E a distance of 159.85 feet to a point in the westerly right-of-way of North 4th Street; thence with said right-of-way, S 24°45'50" E a distance of 172.60 feet to a point in the southwestwardly intersection of the right-of-way of North 4th Street and Jefferson Street; thence crossing North 4th Street and along the northerly right-of-way of Jefferson Street, N 65°00'39" E a distance of 827.30 feet to a point in the northwesterly intersection of the right-of-way of Jefferson Street and North 2nd Street;

Exhibit B - Map and Legal Description of Development Area

thence with the westerly right-of-way of North 2nd Street, N 25°07'02" W a distance of 346.61 feet to a point in the southwesterly intersection of the right-of-way of North 2nd Street and Monroe Street; thence S 64°55'49" W a distance of 346.02 feet to a point in the southeasterly intersection of the right-of-way of North 3rd Street and Monroe Street; thence with the right-of-way of North 3rd Street, S 25°20'42" E a distance of 147.24 feet to a point; thence crossing said street, S 64°33'53" W a distance of 241.19 feet to a point; thence N 25°27'54" W a distance of 971.87 feet to a point in the southwesterly intersection of the right-of-way of North Loop Road and Harrison Street ; thence with the southerly right-of-way of Harrison street and crossing North 4th Street, S 65°54'51" W a distance of 232.58 feet to a point in the southwesterly intersection of the right-of-way of North 4th Street and Harrison Street; thence generally with the westerly right-of-way of North 4th Street for the following three calls: N 25°16'17" W a distance of 236.37 feet to a point; N 40°43'43" W a distance of 60.14 feet to a point, N 62°58'37" W a distance of 144.85 feet to a point and S 64°26'17" W a distance of 239.30 feet to a point in the southeasterly intersection of the right-of-way of North 5th Street and Martin Luther King Jr Drive; thence with the easterly right-of-way of North 5th Street, N 25°02'48" W a distance of 294.92 feet to a point in the southeasterly intersection of the right-of-way of North 5th Street and North Loop Road; thence crossing North 5th Street and generally following the southerly right-of-way of North Loop Road for the following three calls: N 85°40'45" W a distance of 160.89 feet to a point; S 82°59'13" W a distance of 118.29 feet to a point and S 68°08'39" W a distance of 155.05 feet to a point in the southeasterly intersection of the right-of-way of North 6th Street and Park Avenue; thence crossing Park Avenue, N 25°28'50" W a distance of 62.61 feet to a point in the northeasterly intersection of the right-of-way of North 6th Street and Park Avenue; thence with the northerly right-of-way of Park Avenue, N 65°55'25" E a distance of 339.29 feet to a point in the northwesterly intersection of the right-of-way of North 5th Street and Park Avenue; thence with the westerly right-of-way of North 5th Street and following the City of Paducah Flood Wall, N 24°57'44" W a distance of 479.73 feet to a point in said flood wall; thence following said flood wall, N 38°18'54" W a distance of 251.26 feet to a point in said flood wall; thence N 67°50'04" W a distance of 142.29 feet to a point; thence N 32°55'26" E a distance of 239.83 feet to a point; thence N 58°09'36" W a distance of 265.92 feet to a point; thence N 29°56'31" E a distance of 513.53 feet to a point on the bank of the Ohio River; thence N 42°54'07" E a distance of 1885.13 feet **to a point; the point of beginning, having an area of 317.01 acres.**

There is excepted and not herein included all of that property currently leased to Holiday Inn Riverfront and more particularly bound and described as follows: Beginning at a point in the northeasterly intersection of the right-of-way of Executive Boulevard and North 4th Street, **THENCE FROM SAID POINT OF BEGINNING** and with the easterly right-of-way of said North 4th Street, N 41°12'07" W a distance of 330.15 feet to a point in the southeasterly intersection of the right-of-way of North 4th Street and Park Avenue; thence S 64°24'18" W a distance of 155.91 feet to a point; thence S 25°01'05" E a distance of 318.36 feet to a point in the northerly right-of-way line of Executive Boulevard; thence with the northerly right-of-way of Executive Boulevard, N 64°19'10" E a distance of 247.94 feet to **a point; the point of beginning, having an area of 64251.97 square feet, 1.48 Acres.**

This description was prepared for establishing the City of Paducah Downtown Riverfront Development Area only and is not to be used for the conveyance of real property. Bearings and distance have not been verified via field survey.

Exhibit C – Letter of Compliance



CITY OF PADUCAH
300 South 5th Street
P. O. Box 2267
Paducah, KY 42002-2267
www.paducahky.gov

Phone: (270) 444-8690
Fax: (270) 444-8689

Department of Planning
Tammara Tracy, Director

January 17, 2019

PROPOSAL RECOMMENDATION

The staff of the City of Paducah's Department of Planning has reviewed the proposed TIF Development Plan that extends along a portion of our riverfront and Broadway. Upon review, it was found that this mixed use development plan is in compliance with our Comprehensive Plan. The proposal is within our Riverfront and Downtown Redevelopment Areas.

Please feel free to contact me if you have any further questions.

Warmest Regards,

A handwritten signature in blue ink, appearing to read "Tammara Tracy".

Tammara Tracy
Director

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY ASSISTANT PUBLIC WORKS DIRECTOR TO EXECUTE DOCUMENTS FOR AND ON BEHALF OF THE CITY OF PADUCAH TO APPLY FOR FINANCIAL ASSISTANCE THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY RELATED TO THE 2019 FLOOD

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

SECTION 1. That Chris Yarber, Assistant Public Works Director is hereby authorized to execute for and in behalf of the City of Paducah, a public entity established under the laws of the Commonwealth of Kentucky, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief Fund.

SECTION 2. That the City of Paducah, a public entity established under the laws of the Commonwealth of Kentucky, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements printed on the reverse side hereof.

SECTION 3. That this resolution shall take effect upon adoption as provided by law.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners February 26, 2019
Recorded by Lindsay Parish, City Clerk, February 26, 2019
\\resoln\FEMA Funding – 2019 Flooding

CERTIFICATION

I, Lindsay Parish, duly appointed and City Clerk of the City of Paducah, Kentucky, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Commissioners of the City of Paducah, Kentucky, on the 26th day of February, 2019.

Date: _____

(Official Position)

(Signature)

Agenda Action Form

Paducah City Commission

Meeting Date: February 26, 2019

Short Title: Kresge Building Demolition - J ARNDT

Category: Ordinance

Staff Work By: James Arndt, Steve Kyle, Greg Cherry, Michelle Smolen, Stacey Blankenship ,
Lindsay Parish

Presentation By: James Arndt

Background Information: On February 19, 2019, several bricks fell from the façade of the former Kresge Building which created a public safety hazard. The structural engineer assigned to the Kresge Building Demolition Project, Gardner Engineering Consultants, confirmed that the Kresge Building poses a threat to human life, as well as property damage, and recommended an emergency demolition of the facility.

The City Manager has made a written determination that an emergency exists which will cause public harm as a result of the delay in competitive procedures, in accordance with the City of Paducah Code of Ordinances Sec. 2-659 and KRS 45A.380(1).

On February 21, 2019, the City Manager entered into an agreement on behalf of the City of Paducah with Danny Cope and Sons Excavating for the demolition of the building. The Board of Commissioners now needs to ratify the agreement and the City Manager's declaration of emergency.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Kresge Building Demolition

Account Number: MR0073

Staff Recommendation: Adopt an emergency ordinance to authorize an Agreement for Demolition Services with Danny Cope and Sons Excavating, LLC, for the demolition of the Kresge Building and ratify the City Manager's execution of said agreement and the City Manager's declaration of Emergency.

Attachments:

1. Ordinance
2. Agreement for Demolition Services
3. Emergency Authorization Letter

ORDINANCE 2019-____ - _____

AN ORDINANCE APPROVING AN AGREEMENT FOR DEMOLITION SERVICES WITH DANNY COPE AND SONS EXCAVATING, LLC, IN AN AMOUNT OF \$573,000 FOR EMERGENCY DEMOLITION SERVICES OF THE KRESGE BUILDING LOCATED AT 316, 318 & 320 BROADWAY; RATIFYING THE CITY MANAGER'S DECLARATION OF AN EMERGENCY AND EXECUTION OF SAID AGREEMENT AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, on February 19, 2019, several bricks fell from the façade of the former Kresge Building which created a public safety hazard; and

WHEREAS, the structural engineer assigned to the Kresge Building Demolition Project, Gardner Engineering Consultants, confirmed that the Kresge Building poses a threat to human life, as well as property damage, and recommends an emergency demolition of the facility; and

WHEREAS, the City Manager has made a written determination that an emergency exists which will cause public harm as a result of the delay in competitive procedures, in accordance with the City of Paducah Code of Ordinances Sec. 2-659 and KRS 45A.380(1); and

WHEREAS, the City Manager entered into an Agreement for Demolition Services on February 21, 2019, on behalf of the City of Paducah with Danny Cope and Sons Excavating, LLC; and

WHEREAS, the Board of Commissioners now wish to ratify the Agreement for Demolition Services with Danny Cope and Sons Excavating, LLC, for the emergency demolition of the Kresge Building;

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

SECTION 1. Authorizations & Recitals. The City hereby authorizes and approves an Agreement for Demolition Services, in substantially the same form attached hereto as **Exhibit A**, with Danny Cope & Sons Excavating, LLC, in an amount of \$573,000, for emergency demolition of the building located at 316, 318 & 320 Broadway, known as the Kresge Building. Further, the City hereby ratifies the City Manager's execution of the Agreement for Demolition Services and ratifies the City Manager's declaration of an emergency. This expenditure shall be charged to Project Account # MR0073.

SECTION 2. Emergency Declared. Pursuant to KRS 83A.060, the City Commission suspends the requirement of a second reading of this ordinance. As grounds therefor, the City Commission does hereby declare an emergency to exist due to the need for immediate action to prevent public harm and property damage that could result from the instability of the building.

SECTION 3. Effective Date. This ordinance shall become effective immediately upon its adoption by affirmative vote of 2/3 or more of the legislative body.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced & Adopted by the Board of Commissioners February 26, 2019
Recorded by Lindsay Parish, Paducah City Clerk, February 26, 2019
Published by The Paducah Sun, _____
\\ord\Emergency- Kresge Demolition – Danny Cope & Sons

Exhibit A

AGREEMENT FOR DEMOLITION SERVICES

THIS AGREEMENT FOR DEMOLITION SERVICES (hereafter the "Agreement") is hereby effective this 21st day of February, 2019 by and between **DANNY COPE & SONS EXCAVATING LLC**, (hereinafter referred to as "Contractor"), and the **CITY OF PADUCAH, KENTUCKY** (hereinafter referred to as "City") (collectively referred to as "Parties") agree as follows:

WHEREAS, City owns the building located at 318 Broadway in Paducah, Kentucky, commonly referred to as the Kresge Building (hereinafter the "building"); and

WHEREAS, City has retained Gardner Engineering & Consulting PLLC (hereafter "Gardner"), a structural engineering firm with experience in building demolition projects; and

WHEREAS, Gardner has notified the City that in its opinion, the building has deteriorated to the point that it is in imminent danger of collapse and as such, a serious threat to the health and safety of the public exists; and

WHEREAS, given the condition of the building and pursuant to its powers and authority, the City has determined it necessary to order an emergency abatement of the building and any debris associated with the abatement pursuant to KRS 65.8838 and Paducah City Ordinance Section 42 *et. seq.*; and

WHEREAS, due to the emergency nature of the Project (as defined herein), the City hereby determines that an emergency exists such that it is necessary to engage in noncompetitive negotiation because competition is not feasible due to the emergency nature of this matter, rendering the provisions of KRS 45A.380 and Paducah City Ordinance Section 2-641 *et seq.* inapplicable; and

WHEREAS, Contractor has agreed to perform all work necessary to temporarily brace portions of the building in order to protect the public health and safety of the public during the demolition process and to lawfully remove all debris (hereinafter known as "the Project").

NOW THEREFORE, for and in consideration of the foregoing, the undertakings of the Parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

Section 1. Scope of Work

1.1. **Work.** Contractor agrees to provide all necessary labor, professional services, supervision, materials, tools, accessories, equipment, permits, fees, testing, inspections, certifications, transportation, disposal, permitting, fencing and utilities necessary to demolish the building in its entirety and to remove and lawfully dispose of all debris associated with the Project to the satisfaction of the City and all applicable governmental authorities or officials having jurisdiction over the Project (hereafter the "Work.") The term Work, as used herein, includes all demolition, services, labor, materials, tools, machinery, equipment, transportation,

disposal, permitting, utilities, and other facilities and services necessary for the proper execution and completion of the Work.

1.2. **Scope of Work.** The specific Work to be performed under this Agreement includes the temporary stabilization of portions of the building prior to demolition, the dismantling, leveling and demolition of all improvements, including but not limited to all components of the building, the below-grade foundations, utility installations located on or under the building; removal and proper disposal of all debris resulting from such Work and proper filling, compaction and grading of the site following removal of all improvements and debris therefrom. The Work shall also include all backfilling of the basement areas and/or other voids or depressions with appropriate fill material with testing to be performed by an approved geotechnical firm. The Work expressly includes identification and remediation, removal and proper disposal of asbestos and polychlorinated bi-phenyls or any other hazardous substances that may be present in the building or in portions of the building. Contractor shall be required to perform all work incident to the above Work that is necessary to complete the Project.

1.3. **Workmanlike Manner and Compliance with Laws.** Contractor shall complete the Work in a good and workmanlike manner in accordance with the terms of this Agreement and generally accepted demolition practices adopted by firms performing services of a similar nature to the Work. Contractor shall comply with all applicable federal, state and municipal laws, codes, ordinances, rules and regulations.

1.4. **General Requirements.** Subject to additional requirements as set forth herein, Contractor shall perform the following duties in connection with the Work:

1.4.1. **Utilities.** Contractor shall contact all relevant utilities to 1) insure that service had been disconnected; 2) to determine the location of any underground utilities located at the site, and 3) to properly cap off all utilities as appropriate with all applicable legal requirements.

1.4.2. **Fill and Compaction.** Any depressions or voids resulting from the demolition including the removal of underground utilities, building foundations or other items shall be filled to grade with clean fill and appropriately compacted.

1.4.3. **Grading.** Following the removal of all on-grade improvements, underground improvements and debris, Contractor shall grade all disturbed surface areas.

1.4.4. **Disposal of Hazardous Materials.** Asbestos, polychlorinated bi-phenyls and other hazardous materials, if any, shall be removed and disposed of in a properly licensed facility in accordance with all applicable environmental laws or other state or federal requirements. Contractor shall promptly provide all original waste manifests and other evidence of proper disposal following removal of any hazardous waste

from the site. All activities in the demolition process shall comply with all state and federal environmental laws and regulations.

1.4.5. **Salvage Rights.** Contractor shall have all salvage rights to all components of the improvements to the site, except any components containing any hazardous materials which must be disposed of as provided herein.

1.4.6. **Safety fencing.** Contractor shall supply and install safety fencing for the Project including fencing for the sidewalk areas.

1.5 **Safety.** Contractor further agrees that it will, during the performance of the Work, take proper precautions to prevent injury or damages to persons or property, including without limitation providing, erecting, and maintaining all reasonable, necessary, or required safety devices for its employees and flagmen, erecting proper barricades and other safeguards around its Work, and posting danger signs and other warning devices where warranted by the nature of the existing condition of the Work. In any event, Contractor shall promptly and properly replace any safety devices provided by others or Contractor and which are disturbed by Contractor's operations or forces hereunder. Contractor shall take all necessary steps to protect and secure its Work, materials, tools, scaffolding, equipment, buildings, trailers, and work shacks from vandalism, theft, and fire damage and City shall not be responsible for losses or damages to such items. Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the performance of its Work hereunder. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all Contractor's employees on the Project and all other persons on or near the Project Site who may be affected by Contractor's operations; (ii) all the Work and all materials and equipment used in connection with the performance of the Work, whether on or off-site, under the care, custody, or control of Contractor or any of Contractor's Subcontractors; and (iii) other property at the site or adjacent thereto; When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and in accordance with all applicable Legal Requirements. Contractor shall properly remedy all damage or loss to any property referred to herein caused in whole or in part by Contractor, any of its Subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and for which Contractor is responsible hereunder. The foregoing obligation is in addition to Contractor's indemnification obligations set forth elsewhere herein. City will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the Work or any part or parts thereof respectively or for any of the equipment, materials or other things used and employed in finishing and completing the Work, or for injury to any person or persons, either workers or the public, or for damage to property.

1.6. **Additional Services.** At the point the building has been demolished and leveled, the Contractor and City, along with the City's consulting engineer, shall evaluate the condition of any adjoining buildings. The City may issue an additional scope of work to Contractor to stabilize such adjoining structures. In addition, in the discretion of City, the City may direct

Contractor to perform other work necessary to complete the Project which addition work shall be performed on a time and material basis or on a mutually agreed lump sum.

Section 2. Conducting and Supervising Work.

2.1. **Means, Methods, and Techniques.** Contractor shall use its best skill and attention in supervising and directing the Work and shall have full control over and sole responsibility for the means, methods, techniques, sequences and procedures of the Work and shall coordinate the Work with any other work being done by City or City's separate contractors. Contractor shall be responsible for worksite safety, but shall at all times comply with any safety rules or programs maintained by City at the Site. Contractor shall be responsible for all acts and omissions of Contractor's employees, agents, subcontractors, licensees and invitees at the jobsite or elsewhere while acting in connection with the Project. Neither City nor City's employees or agents shall be responsible for Contractor's (a) means, methods, or techniques; (b) safety precautions or programs; (c) acts or omissions; or (d) failure to carry out the Work in accordance with the Agreement, applicable environmental laws or other legal requirements.

2.2. **Jobsite Order.** Contractor shall maintain good order at the jobsite at all times and shall not permit unqualified personnel to work on the Project. Contractor shall not permit the use of drugs or alcohol by its employees or those of its subcontractors on the site and shall immediately remove from the Site any such person under the influence of drugs or alcohol.

2.3. **Subcontractors.** Contractor shall supply to City a list of any subcontractors to whom Contractor expects to perform work valued in excess of \$5,000.00. Each such subcontract shall: (a) require that such Work be performed in accordance with the requirements of this Agreement; (b) require the subcontractor to carry and maintain liability insurance in an amount not less than those set forth in this Agreement and to furnish a certificate of such insurance naming City as additional insureds prior to entry on the site.

Section 3. Contract Sum.

3.1. **Lump Sum.** For all Work required under this Agreement, City agrees to pay Contractor the total lump sum fixed fee of \$573,000.00 except as may be modified by a Change Order or Change Directive. The lump sum quote provided by Contractor to City is attached hereto as Exhibit A. To the extent any conflict exists between this Agreement and the quote, the terms of this Agreement shall prevail.

3.2. **Amount Changed only by Change Order.** Notwithstanding anything to the contrary contained in this Agreement, it is the specific intent of the City and of Contractor that the Contract Sum may not, under any circumstances, be increased, other than by a written Change Order signed by authorized representatives of both the City and Contractor or by Change Directive.

3.3. **Amounts Outside of Contract Sum.** Contractor agrees that it will not perform any work outside the scope of this Agreement prior to receipt of a signed Change Order or Change Directive from the City. Any such additional work performed without a Change Order or Change Directive shall not be subject to reimbursement by the City. Contractor will be solely responsible

for all its costs and expenses incurred in connection with this Contract that are not specifically provided for herein or in a written Change Order or Change Directive. This provision is of the highest importance to the City and the City would not have entered into this Agreement absent this provision.

3.4. Changes in the Work.

A. A "Change Order" is a written agreement signed by the City and Contractor stating their agreement upon a change in the Work and the amount of the adjustment of the Contract Sum, if any.

B. A "Change Directive" is a written order prepared by the City directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum. The City may by Change Directive, without invalidating this Agreement, order changes in the Work within the general scope of the contract documents consisting of additions, deletions or other revisions, with the Contract Sum being adjusted accordingly. A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

C. Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by Change Order or Change Directive, subject to the limitations stated in this Section 3.4 and elsewhere in the contract documents. A Change Order shall be based upon agreement among Owner and Contractor. A Change Directive issued by the City may or may not be agreed to by Contractor, however Contractor shall perform the changes in the Work under applicable provisions of the Contract Documents, and Contractor shall proceed promptly to perform all such changes in the Work (including, without limitation, under a Change Directive whether or not agreed to by Contractor) even if Contractor does not sign the Change Directive.

D. A Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in the Contract Sum and/or Contract Time or the method for determining same. Such agreement shall be effective immediately and shall be recorded as a Change Order.

E. No more than 10% profit and overhead will be allowed on any change order.

3.5. **Payment of the Contract Sum.** After Contractor has completed all of the Work in accordance with the Agreement and other controlling requirements, Contractor shall notify the City in writing. When the City is satisfied Contractor has completed the Work in accordance with the Agreement, the City shall notify Contractor of final acceptance of the Work by issuance of an "Owner's Certificate of Acceptance" in such form determined by the City. Upon receipt of the Owner's Certificate of Acceptance, Contractor shall deliver to Owner an invoice for the entire Contract Sum along with the following documents:

A. An affidavit or final waiver of lien, in such form as the City may request, certifying payment of its subcontractors, laborers, suppliers and materialmen;

B. Releases and/or final waivers of the subcontractors or materialmen of Contractor of liens arising out of or in connection with performance of the Work as Owner may request; and

B. A release by Contractor of all claims against Owner arising out of the Contract Documents and/or performance of the Work. 11.2.

C.

3.7. **Payment of Final Invoice**. The City shall pay the Contract Sum to Contractor within 30 days after Owner's receipt of the final invoice and all of the items listed in Section 3.5, all to the reasonable satisfaction of the City.

3.6. **Effect of Final Payment**. The payment of the final payment by the City shall not affect or impair the City's rights with respect to any defect in or nonconforming Work or any other breach or right or remedy under the Agreement or the law.

3.7. **Inspections**. Prior to making the final payment required, the City (individually or through its structural engineer or other consultants) shall have the right, but not the obligation, to conduct inspections of the Work to determine the level of completion of the Work, the quality thereof and the compliance of the Work with the Agreement and all applicable codes, ordinances, regulations or other legal requirements. Should the City elect to retain a consultant for such inspections, such consultant shall have the authority, in the consultant's sole discretion, to reject all nonconforming Work and to make recommendations to the City regarding the acceptance or rejection of any Work.

3.8. **Withholding Payments**. Payments may be withheld by the City for any of the following reasons:

- A. Contractor fails to correct defective or non-conforming Work;
- B. Claims or liens have been filed or threatened;
- C. Contractor has failed to make timely and adequate payments to subcontractors or others;
- D. Contractor has failed to carry out the Work in accordance with this Agreement;
- E. The City incurs costs and expenses to cancel or discharge the lien of a subcontractor, laborer or materialman of Contractor; and
- F. The Contractor defaults in its obligations under this Agreement.

Section 3.9. **No Liens.** Contractor agrees that any monies it shall receive in payment for Work performed under this Contract, other than the portion of such payments being a part of Contractor's fee for services rendered under this Contract and remaining after payment in full of all expenses associated with the Work, shall be received in trust and used to discharge its financial obligations with respect to such Work. Contractor further agrees that it will not file or cause to be filed any mechanic's lien for labor performed or to be performed unless the City fails to pay in accordance with the Agreement. Contractor further agrees that if any subcontractor holding a subcontract from it or any materialman supplying materials to it or anyone claiming by or through it or any such subcontractor or materialman shall file or cause to be filed any lien, Contractor will, upon notice from the City, cause such lien to be canceled and discharged within 15 calendar days from such notice; and in the event of Contractor's failure to do so, City shall have the right to cause such lien to be canceled and discharged, and in that event any expense so incurred by the City, including the premiums upon any bond furnished for such cancellation and discharge and reasonable attorneys' fees and disbursements, shall be paid by Contractor, or at the option of the City, shall be deducted from any payment then due or thereafter becoming due from the City to Contractor.

Section 4. Schedule

All parties agree and understand that time is of the essence in the completion of all Work for the Project. Contractor shall immediately commence performance of the Work upon receipt of a signed copy of this Agreement. Contractor shall use its good faith efforts to complete this project as rapidly as reasonably possible, while ensuring the safety of its employees and the general public. Contractor agrees to perform the Work on a continuous full time basis from the date work is commenced to the date it is complete. Contractor shall supply adequate manpower and resources necessary to complete the Project in a timely manner.

Section 5. City's Responsibilities. The City shall have the following responsibilities:

- 5.1. **Representative.** The City will designate representatives to act on its behalf relative to the Project. The City's representatives shall examine documents submitted by Contractor and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Contractor's services.
- 5.2. **Consultants.** The City may engage the services of a consulting engineer who may assist the City in this regard.

Section 6. Indemnification.

6.1. **Indemnification.** To the fullest extent permitted by applicable law, Contractor shall defend, indemnify and hold harmless the City and its Board of Commissioners, officials, employees or agents (collectively, the "City Indemnified Persons"), and individually, a "City Indemnified Person" from and against:

A. All claims, damages, losses and expenses, including attorneys' and consultants' fees, arising out of the failure, in whole or in part, directly or indirectly, of Contractor, any subcontractor, or material or equipment supplier, or anyone directly or indirectly employed by them and all other persons for whom Contractor may be legally liable to comply with applicable environmental laws or the release or disturbance of hazardous materials by the Contractor or those under its control. Contractor hereby agrees to indemnify, defend and hold all City Indemnified Persons harmless from and against any and all costs, penalties, fines, remediation expenses, accountants', experts' and attorneys' fees and costs of litigation in the event of any allegation of improper disposal of hazardous materials by Contractor or any subcontractor in connection with this Agreement.

B. All claims, damages, losses, expenses, liabilities and judgments which may be made, asserted or entered against the City or any other City Indemnified Person (including attorneys', consultants' and experts' fees), which arise from, are incident to, grow out of or are connected with bodily injuries to any person, (including employees of Contractor or employees of any subcontractor), or damage to any property, caused in whole or in part by Contractor or any other subcontractor of Contractor (except to the extent caused by the sole negligence of any City Indemnified Person). Contractor hereby waives any immunity provided for by the applicable workers compensation laws so that this indemnity may be enforced against Contractor for any action against any City Indemnified Person by any employee or alleged employee of Contractor or subcontractor.

C. Any and all liability imposed by reason of Contractor's or any subcontractor's actual or asserted violation of laws, regulations, ordinances, or other rules of government or any quasi-governmental body or agency, including but not limited to, OSHA, or any other federal or state agency.

Section 7. Insurance. Contractor as well as any subcontractor shall maintain at all times, the following insurance. Contractor shall provide certificates of insurance to the City prior to commencing work.

- A. Commercial General Liability with limits of no less than the following:
\$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 product-completed operations aggregate limit, \$1,000,000 personal and advertising injury limit, \$100,000 damage to premises rented to you limit, \$10,000 medical expense limit.
- B. Business Automobile Liability with limits of no less than \$1,000,000
- C. Workers Compensation with the statutory limits.
- D. With the exception of the workers compensation policy, Contractor shall name the City as an additional insured on all policies of insurance. In the event an insurance carrier refuses to add the City as an additional insured, Contractor shall immediately notify the City.

Section 8. Termination or Suspension

8.1. **Termination.** The City may terminate this Agreement or any portion of the Work at any time, with or without cause, by providing written notice to Contractor. In the event of termination, the City shall pay Contractor for any work performed and verified expenses incurred up to the date of termination subject to the right to withhold payment as provided in Section 3.4 above or as otherwise permitted under the law.

8.2. **Suspension.** The City may suspend performance of all or any portion of the Work at any time, with or without cause, upon written notice to Contractor. In the event of a suspension, Contractor shall protect and secure the Work in such manner as the City or its consulting engineer may require at the City's expense. Following a suspension, the City may at any time give Contractor notice that the suspension is lifted and Contractor shall immediately resume Work.

Section 9. Default.

9.1. **Events of Default.** Each of the following circumstances shall constitute an "Event of Default:"

- A. Contractor institutes a proceeding in bankruptcy or a receiver is appointed or seeks a corporate reorganization or is unable to pay its debts when due;
- B. Contractor fails to perform any material obligation under this Agreement and such failure continues or has not been remedied and/or the effects of such failure have not been remedied, in each case, for more than three (3) days after notice by the City or if Contractor.
- C. Contractor abandons performance of the Work and such abandonment is not cured within three (3) days after first written notice is provided.
- D. Contractor breaches any applicable environmental laws or regulations and such breach is not cured within three (3) days written notice.
- E. Contractor fails to obtain or maintain, in full force and effect, any insurance required under this Agreement.

9.2. **Payment Obligations.** If City terminates this Agreement as a result of an Event of Default, the City is not obligated to make any further payments to Contractor until the Work that remained outstanding on the date of termination has been completed by or on behalf of the City. Any payment to Contractor shall be subject to the City's right to set off from such amount owed the Contractor from the costs incurred by the City to complete the Contractor's unfinished Work and/or any other losses incurred as a result of Contractor's default.

Section 10. Miscellaneous.

10.1. **Governing Law.** The validity of this Agreement, its interpretation and performance shall be governed exclusively by the laws of the Commonwealth of Kentucky.

10.2. **Venue.** The Parties hereby agree that any legal action relating to this Agreement shall be filed in the State Courts located in McCracken County, Kentucky.

10.3. **Prevailing Attorney fees.** In the event of a dispute, the prevailing party shall have the right to recover from the other party its costs and expenses incurred by reason of the dispute, including attorney's fees.

10.4. **Entire Agreement.** This Agreement, including any exhibits, contains the entire agreement by and between the City and Contractor pertaining to the subject matter of this Agreement and fully supersedes all prior contracts and understandings between the City and Contractor pertaining to such transaction. Any modifications shall be made in writing and with the mutual consent of the Parties.

10.5. **Severability.** Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the services hereunder and the termination of this Agreement.

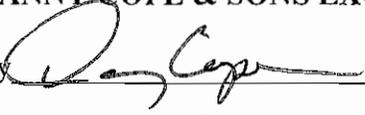
10.6. **Non-Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this Agreement.

10.7. **Headings.** The Section headings contained herein are for reference only and shall not be construed as substantive parts of this Agreement.

IN WITNESS WHEREOF, the parties have, through their authorized representatives, executed this Construction Services Agreement as of the date first written above.

(SIGNATURES ON NEXT PAGE)

DANNY COPE & SONS EXCAVATING LLC

By  (Title) owner

Printed Name DANNY COPE

Date 2-21-19

CITY OF PADUCAH, KENTUCKY

By  (Title) City Manager

Printed Name James w. Arndt

Date Feb 21, 2019

**DANNY COPE AND SONS, LLC
52 CHRISTIAN COURT
BENTON, KY 42025**

OFFICE: 270-898-7636

CELL: 270-331-7636

FAX: 270-898-7166

**DEMOLITION OF KRESGE'S BUILDING
318 BROADWAY
PADUCAH, KY 42001**

FEBRUARY 21, 2019

COST ON KNOWN AND EXPECTED EXPENSES INCLUDING LABOR

- 1.) SAFETY FENCE, SIDEWALK PROTECTION
- 2.) CRANE, EXCAVATOR, HYDRALIC LIFTS, SAWS, LIFTING EQUIPMENT, TOOLS AND MANLIFT
- 3.) DUMP TRUCKS AND TRANSPORTATION EQUIPMENT
- 4.) STEEL SAFETY BRACING TO PREVENT COLLAPSE
- 5.) DUMP FEE FOR DEMOLISHED DEBRI
- 6.) SUPERVISION AND CONTROL
- 7.) SKIDSTEER AND SWEEPER
- 8.) ASBESTOS SURVEY AND EROSION CONTROL
- 9.) SIGNAGE FOR SIDEWALKS, STREET AND PARKING LOTS
- 10.) REMOVE AND REINSTALL PARKING BUMPERS
- 11.) FIRE HOSE AND SPRINKLERS TO CONTROL DUST
- 12.) WELDERS AND LABOR INSTALLING STEEL BRACING. ALL WORK WILL BE PERFORMED ACCORDING TO KELLY B. GARDNER, PE TERMS AND CONDITIONS.
- 13.) BACKFILL ALL BASEMENT AREAS & VOIDS WITH COMPACTED BANK GRAVEL. WILL PROVIDE TEST FROM BFW ENGINEERING

TOTAL ESTIMATED COST FOR WORK OUTLINED IS \$573,000.00

THIS DOES NOT COVER ANY UNKNOWN CONDITIONS THAT COULD BE ENCOUNTERED.

THANK YOU,

DANNY COPE AND SONS EXCAVATING, LLC



CITY OF PADUCAH

300 South 5th Street

P. O. Box 2267

Paducah, KY 42002-2267

Phone: (270) 444-8530

Fax: (270) 443-5058

James W. Arndt
City Manager
ICMA - CM

Michelle Smolen
Assistant City Manager
ICMA

To: Mayor Harless
Commissioner Abraham
Commissioner Watkins
Commissioner Wilson
Commissioner McElroy
City Clerk Parrish
Finance Director Perkins

From: James W. Arndt, City Manager

Subject: Emergency Authorization for the Former Kresge Building Demolition

Date: 02/20/2019

During the evening of February 19, 2019 several bricks fell from the façade of the former Kresge Building creating a public safety hazard. The incident was discovered by the City Public Works Department and reported immediately to the City's Fire Prevention Bureau which encompasses the City's Building Inspection unit during the morning of February 20, 2019. City personnel promptly closed the south lane of Broadway and the sidewalk adjacent to the storefront.

Fire Prevention requested our structural engineer, Kelly Gardner with Gardner Engineering Consultants, to respond to the scene to verify the structural integrity of the vacant structure. The engineer advised he would come as soon as he was able, but requested the City to reach out to a local demolition contractor to come to the scene to conduct an immediate safety evaluation.

Upon the City's request, Danny Cope and Sons Excavation came to the scene and inspected the conditions of the building. They expressed concern that the building could potentially collapse into Broadway and into the rear parking lot to the south of the structure creating a large amount of property damage and that the condition of the building creates a public safety threat.

The public safety risk was promptly reported to the City Manager's Office and I requested our City Attorney Stacy Blankenship to begin drafting an emergency contract for demolition pending the analysis and recommendation of our Structural Engineer.

At approximately 1:40 p.m. on today's date, I along with Deputy Chief Cherry, Chief Kyle, and Assistant City Manager Michelle Smolen met with our City Attorney Stacy Blankenship and David Kelly from KKHB to discuss the details of the emergency with our structural engineer and the local contractor.

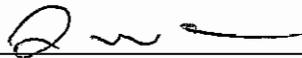
Our engineer confirmed that the Kresge Building poses a threat to human life, as well as property damage, and recommended an emergency demolition of the facility as soon as possible. A copy of his recommendation is attached hereto.

Therefore, I have determined that an emergency exists in accordance with the City of Paducah Code of Ordinances Sec. 2-659 and KRS 45A.380 (1) and I have authorized a contract for of the emergency demolition of the Former Kresge Building be entered into with Danny Cope and Sons Excavation without competitive bidding:

The city may contract or purchase through noncompetitive negotiations only when a written determination is made that competition is not feasible, and it is further determined in writing by the city through the office of the City Manager:

- (1) An emergency exists which will cause public harm as a result of the delay in competitive procedures.

Respectfully submitted on this 20th day of February



James W. Arndt
City Manager, ICMA-CM



February 20, 2019

RE: **CONDEMNATION DECLARATION**
The Kresge Bldg. (300 Block of Broadway, Paducah, KY)
GEC #16-158

To Whom It May Concern:

Based on my site observations today, February 20, 2019, it is my professional opinion that the above referenced building is no longer safe and is in imminent danger of collapse. Since my last site visit in the Fall of 2018, the building conditions have progressively gotten worse and new safety issues exist.

Immediate actions should be taken to barricade off a safe perimeter along all public ways adjacent the building (front and rear), install temporary wall bracing and commence with building demolition.

Sincerely,

A handwritten signature in cursive script that reads "Kelly B. Gardner".

Kelly B. Gardner, PE
Gardner Engineering & Consulting PLLC
KY PE #22832



Agenda Action Form

Paducah City Commission

Meeting Date: February 26, 2019

Short Title: Approve Contract with Innovations Branding House - **M SMOLEN**

Category: Ordinance

Staff Work By: Michelle Smolen
Presentation By: Michelle Smolen

Background Information: The City is proposing to contract with Innovations Branding House for community engagement with the Strategic Plan. The agreement will include a 3 - 4 month public launch of our initiatives. After the initial launch, Innovations Branding House will lead quarterly campaigns to promote the plan, our accomplishments and ways to get involved. We are calling this "Our Paducah". The cost is \$20,000 in FY19 for the initial launch and \$36,000 in FY20 for the quarterly campaigns. The costs include a website, videos, design of printed materials, and social media content.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): All

Funds Available: Account Name: Mayor & Commission Promotions

Account Number: 10000102-539090

Staff Recommendation: Approve the contract with Innovations Branding House for \$20,000 in FY19 and \$36,000 in FY20.

Attachments:

1. Ordinance
2. IBH Procurement Memo
3. IBH Signed Agreement 02062019

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND INTEGRATED VISUALIZATION SYSTEMS, INC., D/B/A INNOVATIONS BRANDING HOUSE, FOR WEBSITE, VIDEOS, DESIGN OF PRINTED MATERIALS AND SOCIAL MEDIA CONTENT RELATED TO THE CITY'S STRATEGIC PLAN INITIATIVES IN AN AMOUNT NOT TO EXCEED \$20,000 FOR FISCAL YEAR 2019 AND \$36,000 FOR FISCAL YEAR 2020; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, the City of Paducah desires to engage the community in the City's Strategic Plan with a program called "Our Paducah"; and

WHEREAS, the City of Paducah desires to contract with Integrated Visualization Systems, Inc. d/b/a Innovations Branding House for website, videos, design of printed materials, and social media content for the initial launch of the project and for ongoing projects associated with the Strategic Plan; and

WHEREAS, a written determination has been made by the City Manager that this contract is for professional services and will be a noncompetitive negotiation purchase pursuant to KRS 45A.380(3).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, AS FOLLOWS:

SECTION 1. Recitals and Authorization. The City hereby authorizes and approves an Agreement in substantially the form attached hereto **Exhibit A**, between the City of Paducah and Integrated Visualization Systems, Inc. d/b/a Innovations Branding House for services related to community engagement with the City's Strategic Plan in an amount of \$20,000 in FY2019 for the initial launch plus four quarterly installments not to exceed \$9,000 each during FY2020 for ongoing projects and authorizes the Mayor to execute said Agreement.

SECTION 2. Expenditures. The expenditure shall be charged to the Mayor & Commission Promotions Account, account number 10000102-539090.

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. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, February 12, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay R. Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

Word\agree-Innovations Branding House – Our Paducah – Strategic Plan

Exhibit A

215862

CITY OF PADUCAH SERVICE AGREEMENT

This Agreement is made this 24 day of Feb, 2019, by and between CITY OF PADUCAH of P.O. Box 2267, Paducah, Kentucky 42002-2267, a municipal corporation, (hereinafter referred to as "City") and INTEGRATED VISUALIZATION SYSTEMS, INC. d/b/a INNOVATIONS BRANDING HOUSE of 612 Broadway, Paducah, KY 42001 (hereinafter referred to as "Innovations").

WITNESSETH:

WHEREAS, Innovations Branding House is a full service branding provider; and

WHEREAS, City wishes to contract with Innovations for services; and

WHEREAS, it is the express intent of the parties hereto to enter into a contractual agreement which will set out the terms, conditions, and covenants of the parties' contractual relationship; and

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions herein set forth and contained, Innovations and City agree as follows:

1. **SERVICES.** Innovations provides and performs services, which includes but is not limited to, business branding, graphic design, logo development, website development, website hosting, social media, video production, photography, tradeshow display creation and 3D illustration.

By signing this agreement, City hereby creates an account with Innovations for the purchase of services. Attached to this agreement as *Exhibit A* is the project proposal describing the scope of work between Innovations and City.

All services and work shall be provided and performed in a workmanlike and professional manner and shall be diligently and timely completed. The Initial Projects, listed within *Exhibit A*, shall be completed by June 30, 2019. Upon completion of the Initial Projects, Quarterly Projects will begin each quarter, beginning July 1, 2019, and be completed within the end of the quarter, with the first Quarterly Project to be completed by September 30, 2019.

2. **TERM.** The initial term of this Agreement is four (4) months, commencing on the Effective Date of this Agreement. The Effective Date of this Agreement will begin March 1, 2019 and ending on June 30, 2019. Upon the end of the initial four (4) months, the term will be quarter-to-quarter, with the second term, following the initial term, beginning July 1, 2019. Thereafter each term will continue to be quarter-to-quarter. Either City or Innovations shall be permitted to terminate this agreement and end the relationship between City and Innovations by providing thirty (30) days written notice to the other.

3. PAYMENT TERMS AND INVOICING PROCEDURES.

- (a) A detailed invoice for services rendered shall be sent by Innovations to City for services or projects rendered on at least a monthly basis. Invoices shall clearly display the corresponding Project for which services are rendered, including the quarter for which services are rendered, or for the Initial Project.
- (b) All invoice amounts are due within thirty (30) days after the date of any invoice. The payments shall be sent to Innovations' address above, or to such other address as Innovations shall designate, from time to time, by written notice.

4. PROPERTY OF CITY. Innovations hereby specifically acknowledges that all drawings, graphics, logos, websites, videos, photos, creative work and online designs created for City, are owned by the City and shall be copyright to the City.

5. COSTS OF SERVICE.

- (a) As full compensation for the performance of the Initial Project, listed within *Exhibit A*, City shall be pay to Innovations an amount not to exceed Twenty Thousand Dollars (\$20,000.00), which shall be paid within four (4) months from the Effective Date of this Agreement.
- (b) As compensation for Ongoing Quarterly Projects, listed within *Exhibit A*, City shall compensate Innovations at a rate not to exceed Nine Thousand Dollars (\$9,000.00) each quarter during the term of this Agreement, commencing on July 1, 2019.

6. INDEMNIFICATION. Innovations hereby specifically releases and discharges City and shall fully protect, indemnify, keep, save, and hold City harmless from any and all costs, charges, expenses, penalties, and damages imposed for the violation of any law or regulation of the United States, or Commonwealth of Kentucky caused by any act or omission of Innovations, their employees, agents, or contractors. This shall specifically include any cause of action caused by Innovations in which City is suggested to have infringed upon any copyrighted, trademarked, or patented material posted on said web site.

7. DEFAULT. Innovations agrees and understands that if it should fail to perform any services contracted for herein or abide by any condition or covenant herein stipulated or to fail to comply with any and all other provisions of this agreement, then in any of said cases, it shall be lawful for City, at its sole option, to declare Innovations to be in default of this agreement and to immediately terminate this agreement and cease rendering payment. Innovations agrees and understands that this option shall be at City's sole discretion and can be without any further notice to Innovations. Upon such

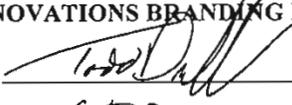
termination, all rights of Innovations shall immediately be forfeited. Innovations hereby understands and agrees that the actions taken by City to terminate this agreement shall not incur any liability to City for damages, economic or otherwise.

8. ENTIRETY. This Agreement contains the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as herein contained.

9. CHOICE OF LAW. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, both as to its interpretation and enforcement. Venue shall be in McCracken County, Kentucky.

10. EFFECTIVE DATE. The effective date of this Agreement shall be the date first written above.

INNOVATIONS BRANDING HOUSE:

By: 

Title: CEO

Date: 2/5/19

CITY OF PADUCAH:

By: _____

Title: _____

Date: _____

EXHIBIT A

**CITY OF PADUCAH SERVICE AGREEMENT
WITH INNOVATIONS BRANDING HOUSE
DATED 2/5/19, 2019**

Below is a non-exhaustive description of scope of work to be completed by Innovations for the City of Paducah.

Initial Projects:

- “Our Paducah” Branding
 - Branding, design, photography, video
- Strategic Plan Book
 - Online & printed
- Design/Create Website/Landing Page
 - Develop structure of information, content and graphics
- Finalize Key Vision and Performance Area document
 - Goals, progress, completed projects, timelines
- Social Media Plan for the launch of Website
 - Creation of social media posts
- Create launch video
 - Script for each Key Vision and Performance Area
 - Determine locations
 - Storyboard
- Integrate new plan with current communication tools of city
 - Emails, Newsletter, Mayor FB posts, social media, press releases
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 - Develop materials for employees
 - Reference cards, informational posters with actionable quotes
 - Letters (email and standard letters)
 - Meeting with department heads to introduce “Our Paducah”

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- Campaigns
 - WIN action items are the priority
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- Social Media
 - Graphics for City of Paducah to use
 - Templates for strategic vision
 - Posts that educating public on performance areas and progress
 - Action item posts – explaining how to get involved
- Emails & Newsletter
 - Monthly email focusing on progress



CITY OF PADUCAH
CITY MANAGER'S OFFICE
CITY HALL, 300 SOUTH 5TH STREET
PADUCAH, KY 42001 • (270) 444-8503

MEMORANDUM

TO: Board of Commissioners

FROM: James Arndt, City Manager
Michelle Smolen, Assistant City Manager

DATE: February 5, 2019

RE: Innovations Branding House Non-Competitive Determination

The City of Paducah is proposing to enter into a professional services contract with Innovations Branding House for community engagement with the strategic plan. The contract is for \$20,000 in fiscal year 2019 and \$36,000 in fiscal year 2020. This contract is for professional services and will be a noncompetitive negotiation purchase pursuant to KRS 45A.380(3).

CITY OF PADUCAH SERVICE AGREEMENT

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WHEREAS, it is the express intent of the parties hereto to enter into a contractual agreement which will set out the terms, conditions, and covenants of the parties’ contractual relationship; and

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions herein set forth and contained, Innovations and City agree as follows:

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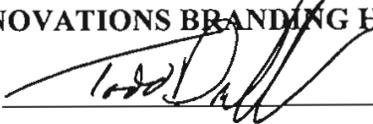
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Title: CEO

Date: 2/5/19

CITY OF PADUCAH:

By: _____

Title: _____

Date: _____

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