



CITY COMMISSION MEETING
AGENDA FOR AUGUST 13, 2013

5:30 P.M.

ROLL CALL

INVOCATION – Alvin Moore, Elder -- Father’s House of Paducah

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

	I.	<u>MINUTES</u>
	II.	<u>APPOINTMENTS</u>
	III.	<u>MOTIONS</u>
		A. R & F Documents
	IV.	<u>MUNICIPAL ORDERS</u>
		A. Personnel Changes
		B. 2014 Kentucky Litter Abatement Program Application – R. MURPHY
	V.	<u>ORDINANCES – ADOPTION</u>
		A. Management Agreement between the City and Joint Sewer Agency for Information Technology Services – G. MUELLER
		B. Create Roof Stabilization Program – S. ERVIN
		C. Purchase of Police Interceptor Vehicles for use by the Police Department – R. MURPHY
		D. Purchase Rollout Containers – R. MURPHY
		E. Carson Center Contract for Services – CITY MGR PEDERSON
	VI.	<u>ORDINANCE – INTRODUCTION</u>
		A. KLC Premiums for Liability, Workers’ Compensation and Property - C. MEDFORD
		B. Home 2012 House #6 – 1322 Madison Street – S. ERVIN

		C. 2012 Fire Prevention and Safety Award Extension – S. ERVIN
		D. Change Order #1 for the Riverfront Redevelopment Project Phase 1-A, Piles and Mass Fill, for Demolition of the Executive Inn Concrete Slab for use as Mass Fill – R. MURPHY
		E. Purchase of Solid Waste Dumpsters for FY2013-2014 – R. MURPHY
		F. Purchase of a Trommel Portable Screening Plant for Use at Compost Yard – R. MURPHY
		G. Contract for Services:
		1) Paducah Area Transit – CITY MGR PEDERSON
		2) Barkley Regional Airport – CITY MGR PEDERSON
		3) Paducah Junior College, Inc – Paducah School of Art Funding – CITY MGR PEDERSON
		4) Paducah Junior College, Inc. – Community Scholarship Program – CITY MGR PEDERSON
	VII.	<u>CITY MANAGER REPORT</u>
	VIII.	<u>COMMISSIONER COMMENTS</u>
	IX.	<u>PUBLIC COMMENTS</u>
	X.	<u>EXECUTIVE SESSION</u>

AUGUST 13, 2013

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

DOCUMENTS

1. Insurance Certificates:
 - a) Asplundh Tree Expert Co.
 - b) Kirk Timpe DBA: Big Ed's Concrete
 - c) Trees, Inc.

2. Memorandum of Understanding and Lease Agreement between MACCO Organiques Incorporated; Greater Paducah Economic Development Council, Inc; Paducah-McCracken County Industrial Development Authority; McCracken County, Kentucky; and the City of Paducah, Kentucky for an economic development project (ORD. # 2013-04-8026)

3. Agreements/Contracts:
 - a. Agreement with Westlake Reed Leskosky for the Columbia Theater Concept Study (ORD # 2013-06-8043-A)
 - b. Renewal agreement with North American Salt CO., A Compass Minerals CO., for Bulk Ice Control Rock Salt (ORD # 2012-10-7981)
 - c. Grant agreement with the Commonwealth of Kentucky, Department for Local Government for Community Development Block Grant funds for the Four Rivers Recovery Center (ORD # 2013-06-8039)
 - d. Amendment to agreement with the Kentucky Transportation Cabinet for the Greenway Trail Phase II (ORD # 2010-01-7648)
 - e. Agreement with Four Rivers Behavioral Health, LLC. for administration services for the CDBG for Four Rivers Recovery Center (ORD # 2013-06-8039)
 - f. Contract with Crowdus Maintenance and Cleaning Services for cleaning services at the Robert Cherry Civic Center (ORD # 2009-07-7581)

4. FY2014 Contracts for Services Executed by the City Manager
 - a. Dafford Murals
 - b. Uppertown Heritage Foundation
 - c. Yeiser Art Center
 - d. Paducah Symphony Orchestra, Inc.
 - e. River Heritage Museum
 - f. National Quilt Museum
 - g. Market House Theatre
 - h. Paducah Concert Band

5. City of Paducah Financial Report for period ending May 31, 2013

6. Paducah Water Financial Highlights for June 30, 2013
7. Kentucky Justice and Public Safety Cabinet – Statement of Action Grant Award for 2013/2014 LSF DUI Enforcement Project (ORD # 2013-07-8046)
8. Deed between City of Paducah and Burford Wilson for land located at 1423 Walter Jetton Boulevard (MO # 1730)
9. Residential Anti-Displacement and Relocation Assistance Plan, and Procurement Code for the Recovery Center Community Development Block Grant Program (MO # 1733)

BIDS

Planning Department

1. Bids for new construction of home at 1322 Madison Street
 - a. D&D Construction Co.
 - b. Jim Steele Construction*
 - c. Elliott Construction

Engineering-Public Works Department

1. Bids for Trommel Portable Screening Plant
 - a. Ohio Machinery DBA: Ohio CAT - Columbus, Ohio

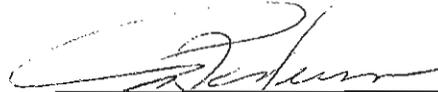
PROPOSALS

1. Proposal for Audit and Professional Services by Kemper CPA Group, LLP for Fiscal Years June 30, 2013-2016*
2. Proposal for Audit and Professional Services by Williams, Williams & Lentz, LLP for Fiscal Years 2013-2016

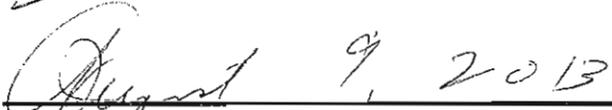
* Accepted Bid

CITY OF PADUCAH
August 13, 2013

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



City Manager's Signature



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
August 13, 2013

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Dial, Krystal L.	Pool Attendant	Seasonal / Temporary	July 17, 2013

TERMINATIONS - FULL-TIME (F/T)

<u>EPW - FLOODWALL</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Taylor, Gregory L.	Floodwall Operator	Retirement	August 30, 2013
 <u>EPW - STREET</u>			
Kelly Jr, John G.	Concrete Finisher	Resignation	July 19, 2013
 <u>POLICE</u>			
Berry, James O.	Chief of Police	Resignation	August 9, 2013
Obermark, Brent A.	Patrolman	Retirement	July 31, 2013

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>PARKS SERVICES</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Milan, Terry	Park Ranger \$8.00/Hr	Park Ranger \$8.25/Hr	NCS	Non-Ex	August 1, 2013
Wallace, Michael L.	Park Ranger \$8.00/Hr	Park Ranger \$8.25/Hr	NCS	Non-Ex	August 1, 2013

NEW HIRE - FULL-TIME (F/T)

<u>FINANCE</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Henderson, Ebone' C.	Account Clerk	\$12.98/Hr	NCS	Non-Ex	September 3, 2013

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2014 KENTUCKY LITTER ABATEMENT GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE ENGINEERING/PUBLIC WORKS DEPARTMENT STREET & STREET SIDE LITTER ABATEMENT PROGRAMS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor, or his designee, is hereby authorized to execute an application for a 2014 Kentucky Litter Abatement Program grant through the Kentucky Division of Waste Management for the Engineering/Public Works Department's Street and Street Side Litter Abatement programs. The grant amount will be based on a formula using the total number of street miles within 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.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, August 13, 2013
Recorded by Tammara S. Sanderson, City Clerk, August 13, 2013
m:\grants\Litter Abatement 2014

Agenda Action Form Paducah City Commission

Meeting Date: 7/23/13

Short Title: Management Agreement for Information Technology Services

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Greg Mueller and John Hodges

Presentation By: Greg Mueller

Background Information: The City of Paducah and Joint Sewer Agency jointly fund and manage Information Technology (IT) services. The attached agreement identifies the responsibilities of both participating agencies.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: Authorize the Mayor to execute an agreement for the management agreement.

Attachments: "Management Agreement between the City of Paducah and Paducah McCracken County Joint Sewer Agency for Information Technology Services"

Department Head	City Clerk	City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2013

Short Title: ROOF STABILIZATION ASSISTANCE PROGRAM

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin

Presentation By: Stephen Ervin

Background Information:

The intent of this agenda item is to adopt an ordinance establishing the Roof Stabilization Assistance Program. Property owners within a defined area (Map#1) will be eligible to apply for financial assistance that shall not exceed 50% of the construction costs or 50% of the fiscal year stabilization funds. Impetus for the program comes from the realization that roof stability is key to preserving building assets in the program area.

The ordinance directs the Director of Planning to administer the program and grants authority to the Urban Renewal & Community Development Agency (URCDA) to oversee the allocation of funds up to \$50,000.

The Ordinance further defines procedures for emergency roof repair by the City of Paducah. The City Commission shall review all emergency roof repair requests in excess of \$20,000. Funding for this program was proposed and approved in the 2013/2014 City budget. The amount of \$50,000 was appropriated from the investment fund. Approximately \$85,000 will be transferred from the former façade loan fund, resulting in a total of \$135,000 available for the first year of the program.

Funds Available: Account Name: Roof Stabilization
Account Number: 040-4411-592.23-07

Finance

Motion:

Attachments:

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

Meeting Date: July 23, 2013

Short Title: Purchase of Three (3) Ford Police Interceptor Vehicles for use by the Police Department utilizing the Kentucky State Contract

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, Engr-Pub Works Proj Mgr
Neal Ford, EPW Fleet Supervisor

Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director
Randy Crouch, EPW Maintenance Supt.

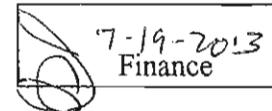
Background Information:

In accordance with the adopted budget, 3 new Police Interceptor pursuit vehicles for use by the Police Department were authorized to be purchased utilizing the Fleet Lease Trust Fund. The authorized Kentucky State Contract vendor for the 2013 Ford Police Interceptor vehicles is Crossroads Ford Lincoln, Inc. in Frankfort, KY, who quoted a price of \$90,707.01 for the three police vehicles, which is \$30,235.67 per vehicle. This amount is within the proposed budgeted amount of \$93,000.

The Kentucky Master Agreement number is MA #758-1200000522-1

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Rolling Stock/Vehicles
Fleet Lease Trust Fund
Account Number: 071-0210-542-4005 *cl*

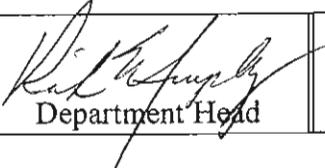


Staff Recommendation:

To authorize the purchase of three (3) 2013 Ford Police Interceptor vehicles for use by the Police Department from Crossroads Ford Lincoln, Inc., at the total quoted price of \$90,707.01.

Attachments:

Quote

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

Meeting Date: July 23, 2013

Short Title: Purchase of Roll-Out Solid Waste Containers for use by the EPW-Solid Waste Division utilizing the Kentucky State Contract

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chris Yarber, EPW Operations Mgr
Pam Souder, EPW Admin Asst III
Angela Weeks, EPW Proj Mgr

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

Background Information:

The EPW-Solid Waste Division is in currently need of new 96-gallon Solid Waste Roll-Out containers for distribution to the citizens of Paducah for solid waste pick-up. The authorized Kentucky State Contract vendor for this type of collection container is Toter, Inc., located in Statesville, NC. Toter has quoted a unit price of \$45.85 for each roll-out, along with \$2,000 for freight. An initial order of 1,048 green and 200 blue (ADA) Solid Waste Roll-Out Containers, including freight and stamp die charges will total \$59,220.80.

The 2014 FY Budget allocated \$80,000 for the purchase of Solid Waste Roll-Outs and necessary accessories. Therefore, in order to allow the purchase of additional roll-outs, lids and fittings as required throughout the fiscal year, we are requesting that authorization be given to allow purchases from Toter, Inc., in an amount not to exceed the FY2014 Budgeted amount of \$80,000.

The Kentucky Master Agreement number is MA 758-1100000312-3

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: EPW - Solid Waste
Account Number: 050-2209-531-4210
Non-Rolling Stock/Equipment - Other

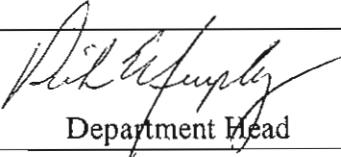
Finance
7-18-13

Staff Recommendation:

To adopt an Ordinance authorizing the purchase of Solid Waste Roll-Out containers, along with lids and fittings, for use by the EPW-Solid Waste Division during the 2013-2014 fiscal year from Toter, Inc., in an amount not to exceed the budgeted amount of \$80,000.

Attachments:

Toter, Inc., - Quote

 Department Head	City Clerk	City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2013

Short Title: Contract with Luther F. Carson Four Rivers Center

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

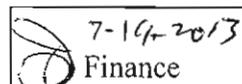
As part of the Investment Fund Decision Items for FY2014, the Commission approved appropriation of funding for the Luther F. Carson Four Rivers Center in the amount of \$66,685

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2014 Budget.

Account Name: Investment Fund
Account Number: 004-0401-536-8061 (2)



Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with the Luther F. Carson Four Rivers Center in the amount of \$66,685.

Attachments:

Ordinance
Contract

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

Meeting Date: August 13, 2013

Short Title: Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance and Property Insurance Coverage. **Total cost of all premiums is \$941,284.**

Ordinance Emergency Municipal Order Resolution Motion

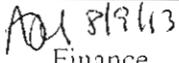
Staff Work By: Cindy Medford

Presentation By: Cindy Medford

Background Information: Each year the City of Paducah receives from the Kentucky League of Cities the invoices for payment of premiums to cover these areas. Total Fiscal Year 2013-2014 (FY 2014) premiums are for the following: (1) Workers' Compensation \$306,525, (2) Liability Insurance \$502,448, (3) Property Insurance Coverage \$132,311. J. Carroll Convention Center to reimburse \$32,960 for property and \$3,098 for liability expenses associated with coverage of Expo and Convention Center in absence of executable hotel lease agreement.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Insurance Fund
Account Number: 072

 Finance
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Staff Recommendation: That the Mayor and Commission approve the proposed premium rates for Workers' Compensation, Property and Liability insurance from the Kentucky League of Cities for FY 2014.

Attachments: Premium Invoices for Workers' Compensation, Liability and Property Insurance.

Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE FOR THE CITY OF PADUCAH

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to pay Kentucky League of Cities in the total amount of \$941,284 for Workers' Compensation, Liability Insurance, and Property Insurance Coverage for the City of Paducah for Fiscal Year ending June 30, 2014, for the following policies:

Workers' Compensation	\$306,525.00
Liability Insurance	\$502,448.00
Property Insurance	\$132,311.00

SECTION 2. This expenditure shall be charged to the Insurance Fund account.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 13, 2013
Adopted by the Board of Commissioners, August 27, 2013
Recorded by Tammara S. Sanderson, City Clerk, August 27, 2013
Published by The Paducah Sun, _____
word\pers\insurance - klc fy2014

Workers' Compensation Invoice



A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903
 Telephone: (800) 876-4552
 (859) 977-3700

Make check payable and mail to:
 Kentucky League of Cities Insurance Services
 P.O. Box 34108
 Lexington, KY 40588

City of Paducah
 P. O. Box 2267
 Paducah, KY 42002

Invoice Number: W5429-011160 -0
 Date: 5/16/2013

Policy Number and Description	Amount
Policy Period: 7/1/2013-7/1/2014 Policy Number: W5429-011160	\$ 306,525
A 5% late charge will be assessed on all late payments.	
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment retroactive to the beginning of the policy inception date.	
Amount Due By 7/16/2013	\$ 306,525

Peel & Holland (Riley)
 PO Box 427
 Benton, KY 42025

***Retain This Copy For Your Records.**

Liability Invoice



Insurance Services

A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588

City Of Paducah
P. O. Box 2267
Paducah, KY 42002

Invoice Number: L5429-011200-0

Date: 5/29/2013

Policy Number and Description	Amount
Policy Period: 7/1/2013-7/1/2014 Policy Number: L5429-011200	\$ 502,448
A 5% late charge will be assessed on all late payments.	
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment retroactive to the beginning of the policy inception date.	
Amount Due By 7/16/2013	\$ 502,448

Peel & Holland (Riley)
PO Box 427
Benton, KY 42025

*****Return Original With Payment*****

Property Invoice



Insurance Services

A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588

City Of Paducah
P. O. Box 2267
Paducah, KY 42002

Invoice Number: P5429-011120-0

Date: 5/29/2013

Policy Number and Description	Amount
Policy Period: 7/1/2013-7/1/2014 Policy Number: P5429-011120	\$ 134,214 <i>\$1,903</i>
A 5% late charge will be assessed on all late payments.	
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment retroactive to the beginning of the policy inception date.	
Amount Due By 7/16/2013	\$ 134,214 <i>\$132,311</i>

Peel & Holland (Riley)
PO Box 427
Benton, KY 42025

Return Original With Payment

- Jim Steele Construction was the low bidder at \$135,200.00. His evaluation was scored at 99 based on previous experience with City projects and being low bidder.

Staff Recommendations:

Based on the evaluations, the URCDA Board recommended that the Board of Commissioners award the construction contract for 1322 Madison Street to Jim Steele Construction for \$135,200.00.

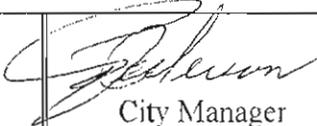
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: 2012 HOME project
Account Number: 008-1216-513.2307
Project Number: CD 0081

<i>AM</i> 8/19/13 Finance

Staff Recommendation: Approval

Attachments:

 Department Head	City Clerk	 City Manager
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AN ORDINANCE APPROVING THE RECOMMENDATION OF THE URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY TO ACCEPT THE BID OF JIM STEELE CONSTRUCTION FOR CONSTRUCTION OF A NEW HOME AT 1322 MADISON STREET, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, on July 22, 2013, the City of Paducah solicited bids on behalf of the Urban Renewal and Community Development Agency (URDCA) for construction of a new home located at 1322 Madison Street; and

WHEREAS, bids were opened on July 31, 2013, by the Paducah Planning Department and reviewed by the URDCA on August 6th, 2013; and

WHEREAS, the URDCA recommends the City of Paducah accept the bid of Jim Steele Construction in the amount of \$135,200.00 for the construction of a new home located at 1322 Madison Street construction line of credit provided by Banterra Bank.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah approves the recommendation of the Urban Renewal and Community Development Agency to accept the bid of Jim Steele Construction, in the amount of \$135,200.000, for the construction of a new home at 1322 Madison Street, as part of the 2012 HOME Project. Said bid is in substantial compliance with the bid specifications, advertisement for bids, and as contained in the bid dated July 22, 2013.

SECTION 2. The Mayor is hereby authorized to execute a contract with Jim Steele Construction for the construction of a new home at 1322 Madison Street, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid

SECTION 3. This expenditure will be funded through 2012 HOME Project, Project account number CD0081, account number 008-1216-513-2307.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 13, 2013
Adopted by the Board of Commissioners, August 27, 2013
Recorded by Tammara S. Sanderson, City Clerk, August 27, 2013
Published by The Paducah Sun, _____
word\plan\contract-Jim Steele Construction-1322 Madison

Agenda Action Form Paducah City Commission

Meeting Date: August 13, 2013

Short Title: 2012 Fire Prevention and Safety Award Extension

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Fire Marshall Greg Cherry, Cheryl Meadows

Presentation By: Chief Steve Kyle

Background Information: The Department of Homeland Security, Federal Emergency Management Agency (FEMA) offers the Fire Prevention and Safety Grant (FP&S) to allow fire departments to reach a higher level of fire prevention and safety and fire-related hazard mitigation.

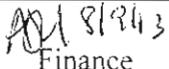
The Paducah Fire Department submitted grant application under Municipal Order #1656 and accepted an award through Ordinance #012-8-7966, as offered from Department of Homeland Security. The requested amount of \$78,979 was combined with a \$8,775 local cash match for the total project budget of \$87,754.00. The amount of \$69,254 have been used for the salary and benefits of a new position, with the additional \$18,500 to be used for the Juvenile Fire Setter Intervention Program volunteer training and juvenile testing.

The funding has allowed the department to hire a Deputy Fire Marshall to perform various duties as a Fire Prevention Education and Code Enforcement Coordinator, as well as the funding needed for the Juvenile Fire Setter Intervention Prevention. On July 26, 2013, at the Paducah Fire Department's request FEMA granted an eight (8) month extension until March 30, 2014.

If the Commission desires to accept the FEMA Fire Prevention and Safety Award extension, it must authorize and direct the Mayor or Mayor's designee to complete and sign all required application documents.

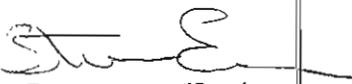
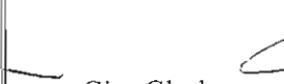
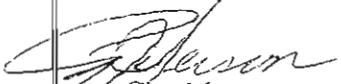
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: FEMA Fire Prevent
Account Number: various 1803 accounts
Project Number: FI0025
File Number: 6.237

 Finance
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Staff Recommendation: Approval

Attachments:

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2013-8-_____

AN ORDINANCE OF THE CITY OF PADUCAH ACCEPTING AN AMENDMENT TO THE GRANT AWARD FOR AN EXTENSION OF TIME WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE 2012 HOMELAND SECURITY GRANT AWARD

WHEREAS, the City of Paducah adopted Municipal Order No. 1656 on April 24, 2012, authorizing the application for a Fire Prevention and Safety Grant through the Department of Homeland Security, Federal Emergency Management Agency for funding to be used for the hiring of a deputy fire marshal and educational materials and training; and

WHEREAS, the City of Paducah adopted Ordinance No. 2012-8-7966 to enter into an agreement with the Kentucky Office of Homeland Security for the 2012 Fire Prevention and Safety Grant Award in the amount of \$78,979 to be used for the salary and benefits for the hiring of a Deputy Fire Marshal and for the Juvenile Fire Setter Intervention Program for the Paducah Fire Department; and

WHEREAS, the original grant agreement expired on June 30, 2013, and

WHEREAS, the Kentucky Office of Homeland Security, Federal Emergency Management Agency would like to extend the Fire Prevention and Safety Grant Award through March 30, 2014

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah approves an amendment to Article III of the Grant Agreement with the Kentucky Office of Homeland Security, Federal Management Agency to extend the period of performance from June 30, 2013, to March 30, 2014, for the 2012 Fire Prevention and Safety Award grant

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 13, 2013
Adopted by the Board of Commissioners, August 27, 2013
Recorded by Tammara S. Sanderson, City Clerk, August 27, 2013
Published by The Paducah Sun, _____
ord'plan'grant 2012 fire prevention & safety award extend

Amendment Package



Federal Emergency Management Agency
Washington, D.C. 20472

Mr Stephen Kyle
Paducah Fire Department
P.O. Box 2267
Paducah, Kentucky 42003-2267

Re: Grant No. EMW-2011-FP-00958

Dear Mr Kyle:

This letter is in written response to your amendment request regarding an extension of your grant. Your request was reviewed by the Program and Grants Office and is hereby approved. As a result of this approval, your Grant Period of Performance and Article III of your Grant Agreement Articles are amended to extend your grant your grant from 07.06.12 through 03.30.14. All other terms and conditions of the grant remain unchanged.

If you have any further questions and/or concerns please contact me at (202) 786-9618.

Sincerely,

Chanee Williams
Department of Homeland Security/FEMA
Grants Management Specialist

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

GRANTEE: Paducah Fire Department

PROGRAM: Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

AGREEMENT NUMBER: EMW-2011-FP-00958

AMENDMENT NUMBER: 2

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Article IX	FEMA Officials
Article X	Central Contractor Registration

Article I - Project Description

The purpose of the **Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants** is to provide funds to national, State, local or community organizations that are recognized for their experience and expertise with respect to fire prevention or firefighter safety programs and activities.

After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of award. The grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Article II - Grantee Concurrence

By receiving the award through the AFG online system, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. By receiving funds under this grant, grantees agree that they will use the funds provided through the Fiscal Year 2011 **Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants** in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2011 **Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants** program guidance. All documents submitted as part of the original grant application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from 06-JUL-12 to 30-MAR-14.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for Award attached to these articles. The following are the budgeted estimates for object classes for this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$87,754.00

NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)

Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

Article VI - Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Assistance to Firefighters Grant Program – Fire Prevention and Safety Grants guidance and application kit.

Article VIII - Financial Reporting

Recipients of an Assistance to Firefighters Grant Program -Fire Prevention and Safety Grant will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit an FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (report due by July 31), and July 1 through December 31 (report due by January 31).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IX - FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Article X - Central Contractor Registration (CCR)

Recipients of a FP&S grant are required to be registered in the Central Contractor Registration (CCR) system. Active registration in the CCR system ensures grantees are compliant with Federal regulations under Federal Financial Accountability and Transparency Act (FFATA). Registration in CCR system is free, and may take up to 5 to 10 business days to process. For help with registering in the CCR system, please contact the CCR help line at 866-606-8220 or visit ccr.gov for more information.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 4000 characters)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2011-FP-00958	2. AMENDMENT NO. 2	3. RECIPIENT NO. 61-6001891	4. TYPE OF ACTION AWARD	5. CONTROL NO. W500660N
6. RECIPIENT NAME AND ADDRESS Paducah Fire Department 301 Washington Street Paducah Kentucky, 42003-1561	7. ISSUING OFFICE AND ADDRESS FEMA/Financial and Grants Management Division 500 C Street, S.W., Room 350 Washington DC, 20472 POC:	8. PAYMENT OFFICE AND ADDRESS FEMA/Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Stephen Kyle	PHONE NO. 2704448522	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 06-JUL-12	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:06-JUL-12 To:30-MAR-14 Budget Period From:26-JAN-12 To:30-SEP-12	

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + 0R (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
FP	97.044	2012-M1-3007RG-10000000-4101-D	\$78,979.00	\$0.00	\$78,979.00	\$8,775.00
TOTALS			\$78,979.00	\$0.00	\$78,979.00	\$8,775.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant - Fire Prevention and Safety Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE

Close Window

Agenda Action Form Paducah City Commission

Meeting Date: August 13, 2013

Short Title: Change Order #1 for the Riverfront Redevelopment Project Phase 1-A, Piles and Mass Fill, for Demolition of the Executive Inn Concrete Slab for use as Mass Fill

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

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

Background Information:

In 2010, the Executive Inn building was demolished by the City. However, the work associated with the removal of the concrete slab of the parking garage area was deleted from the demolition contract. The concrete slab remains today and will need to be removed at some time. The Executive Inn concrete slab is estimated to be 81,000 square feet by 0.25 feet thick, which equates to approximately 1,460 tons of concrete.

With construction of the Riverfront Phase 1-A Project underway, the idea of utilizing the concrete from the Executive Inn site as fill for the land mass area has become a viable option. After discussing possible alternatives, MAC Construction and Excavating, Inc., submitted a proposal to demolish the exiting concrete pad and place the concrete in the mass fill area for the total lump sum amount of \$16,800. With the installation of the Executive Inn concrete slab material in the mass fill area, the required tonnage of stone for fill will decrease. In order to not increase or decrease the current contract amount, \$16,800 will be deducted from the change order - which equals 1,400 tons of stone fill at \$12.00 per ton. Therefore, this Change Order will be a substitution of materials used on the project only with no cost increase or decrease.

The opportunity to demolish and utilize the concrete slab during this project would allow multiple dividends; the concrete would be removed from valuable property owned by the City in preparation of a higher better use, the materials removed from the slab would offset tonnage of stone being placed on the project and the cost of a future contract will be avoided. In the event the slab removal is postponed, the City will have to pay a separate contractor to perform this work at a later date, essentially doubling the cost of its removal.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Riverfront Development
Phase I-A, Gangway Piles and Mass Fill
Account Number: 040-3315-532-2307 DT0015

Aug 8/13
Finance

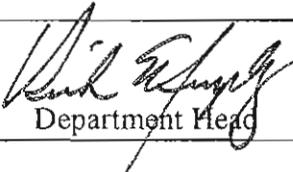
Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute Change Order #1 for the Riverfront Redevelopment Project Phase 1-A, Piles and Mass Fill contract with MAC Construction & Excavating, Inc., for the follows:

1. To increase the contract amount by \$16,800.00 to allow for the demolition of the Executive Inn concrete slab for use as mass fill.
2. To decrease the contract amount by \$16,800 deducting 1,400 Tons of Stone Fill at \$12.00 per ton.

Attachments:

Ordinance #2013-4-8029, Change Order #1 and support documentation

 Department Head	City Clerk	City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2013

Short Title: Purchase of Solid Waste Dumpsters for the FY2013-2014 from Municipal Equipment, Inc., Utilizing the Kentucky State Contract

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chris Yarber, EPW Operations Mgr
Angela Weeks, EPW-Engr Proj Mgr

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

Background Information:

Municipal Equipment, Inc. is the current Vendor listed on the Commonwealth of Kentucky's Contract for the purchase of solid waste dumpsters. The Engineering-Public Works Department, Solid Waste Division is in need of new dumpsters to be utilized by commercial businesses within the City and would like to utilize the existing Kentucky State Contract for this purchase. Every year, an amount is allocated toward dumpster purchases in the annual commercial refuse replacement budget. Therefore, we are requesting authorization to order the required dumpsters along with additional replacement parts and lids during the 2013-2014 Fiscal Year in an amount not to exceed the budgeted amount of \$70,000. The Kentucky Master Agreement number is MA-758-1100000316.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Solid Waste Fund -
Annual Dumpster Replacement Budget
Account Number: 050-2210-531-4219

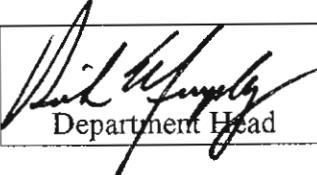
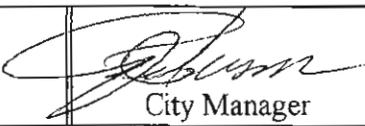
8/13/13
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the purchase of Solid Waste Dumpsters for the FY2013-2014 utilizing the Kentucky state contract price from Municipal Equipment, Inc., in an amount not to exceed \$70,000.00.

Attachments:

KY Master Agreement

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2012-9-7978

AN ORDINANCE AUTHORIZING THE PURCHASE OF SOLID WASTE
DUMPSTERS DURING FY2013-2014 TO BE UTILIZED BY THE SOLID WASTE
DIVISION OF ENGINEERING-PUBLIC WORKS

WHEREAS, this equipment is available under State of Kentucky Master Agreement Number MA 758 1100000316, and, therefore, competitive bidding is not required.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Finance Director is authorized to pay Municipal Equipment, Inc., an amount not to exceed \$70,000.00 for the purchase of solid waste dumpsters during FY2013-2014 for the City of Paducah Engineering-Public Works Department, Solid Waste Division, in compliance with the Kentucky State Purchasing Contract.

SECTION 2. This expenditure shall be charged to the Solid Waste Fund replacement budget account (050-2210-531-4219).

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 13, 2013
Adopted by the Board of Commissioners, August 27, 2013
Recorded by Tammara S. Sanderson, City Clerk, August 27, 2013
Published by The Paducah Sun, _____
\\ord\pworks\Dumpsters-state contract 8-2013



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

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

Doc Description: RECYCLING EQUIPMENT -MUNICIPAL EQUIP - (RFB 758 1000000937)		
Doc ID No: MA 758 1100000316 4	Proc Folder: 1800103	
Procurement Type: Standard Goods		
Effective Date: 2012-08-16	Expiration Date: 2013-08-15	Not To Exceed Amount
Administered By: Michael Gustafson		Cited Authority: FAP111-35-00-G
Telephone: 502-564-5945	Issued By: Donald Robinson	

Reason For Modification: Renewal

V E N D O R	MUNICIPAL EQUIPMENT INC		
	6305 OLD SHEPHERDSVILLE		
	LOUISVILLE	KY	40228
	US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	RECYCLING EQUIPMENT -MUNICIPAL EQUIPMENT	0	0.00		0.00000	0.00	0.00

Extended Description

PLEASE REFER TO SECTION 8 OF THE MASTER AGREEMENT'S TERMS AND CONDITIONS FOR THE COMPLETE LISTING OF THE REQUIREMENTS AND SPECIFICATIONS FOR THIS MASTER AGREEMENT.

Total Order Amount	0.00
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Agenda Action Form Paducah City Commission

Meeting Date: August 13, 2013

Short Title: Purchase of a Trommel Portable Screening Plant to be used at the City's Compost Facility

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.
Angela Weeks, EPW Proj Mgr

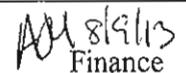
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On August 6, 2013, sealed bids were opened for the purchase of a Trommel Portable Screening Plant for use by the City of Paducah's EPW Solid Waste Division at the Compost Facility. One bid was received from Ohio Machinery Company dba Ohio CAT in the amount of \$172,850.00. This bid is below the budgeted amount of \$300,000.00.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Solid Waste Non-Rolling Stock
Account Number: 050-2211-532-4219

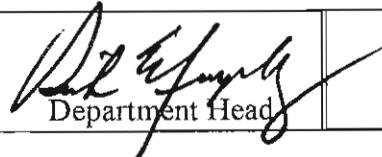
 Finance

Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with Ohio Machinery Company dba Ohio CAT for the purchase of a Trommel Portable Screening Plant for use by the City of Paducah's EPW Solid Waste Division at the Compost Facility in the amount of \$172,850.00.

Attachments:

Bid Proposal, Bid Tab, Proposed Contract

 Department Head	City Clerk	City Manager
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AN ORDINANCE ACCEPTING THE BID OF OHIO MACHINERY COMPANY DBA OHIO CAT FOR SALE TO THE CITY OF A TROMMEL PORTABLE SCREENING PLANT USE BY THE SOLID WASTE DIVISION/PUBLIC WORKS DEPARTMENT'S COMPOST FACILITY. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Ohio Machinery Company dba Ohio CAT in the amount of \$172,850.00, for sale to the City of a trommel portable screening plant, for use by the Solid Waste Division/Public Works Department's Compost Facility, said bid being in substantial compliance with bid specifications, and as contained in the bid of Ohio Machinery Company dba Ohio CAT, of August 6, 2013. .

SECTION 2. The Mayor is hereby authorized to execute a contract with Ohio Machinery for the purchase of a trammel portable screening plant, 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 the Solid Waste-Rolling Stock account number 050-2211-532-4219.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 13, 2013
Adopted by the Board of Commissioners, August 27, 2013
Recorded by Tammara S. Brock, City Clerk, August 27, 2013
Published by The Paducah Sun, _____
\\ord\pworks\trommel screen plant

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

BID TAB

**Trommel Portable Screening Plant to be used at the City's Compost Facility
Bid Opening: 2:00 PM CST, Tuesday, August 6, 2013**

Official Bidder of Record	Total Bid Amount
1 Ohio Machinery dba Ohio CAT Columbus, Ohio	\$172,850.00
2 No other bids Received	N/A

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2013

Short Title: Contract with Paducah Transit Authority

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the General Fund Decision Items for FY2014, the Commission approved appropriation of the sum of \$215,000 to Paducah Area Transit System, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2014 Budget.

Account Name: General Fund
Account Number: 001-0106-511-8008

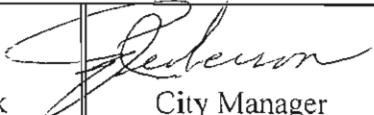
ADD 8/13/13
Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Transit Authority in the amount of \$215,000.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2013-8-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH AREA TRANSIT SYSTEM FOR PUBLIC
TRANSPORTATION SERVICES

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000.00, to be paid in equal quarterly allocations of \$53,750.00, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2014.

SECTION 2. This expenditure shall be charged to the General Fund / PATS account.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 13, 2013
Adopted by the Board of Commissioners, August 27, 2013
Recorded by Tammara S. Sanderson, City Clerk, August 27, 2013
Published by The Paducah Sun, _____
\\ord\contract-PATS 2014

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2013, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH TRANSIT AUTHORITY**, ("PTA").

WITNESSETH:

WHEREAS, the services of PTA as described herein are for the direct benefit of the citizens of the City of Paducah and McCracken County, and

WHEREAS, providing transportation services to the citizens in the Paducah/McCracken area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with PTA for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2014.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each. In the event this contract for services is terminated, the City shall not be obligated to make any further quarterly allocation payments.

SECTION 4: OBJECTIVES AND SERVICES PTA shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Provide safe public transportation to all citizens of Paducah/McCracken County.
- Provide handicap accessible transportation.
- Provide trolley services.
- Provide maintenance for buses and trolleys.
- Provide Trolley for Downtown, Lowertown and Paducah Tours.

SECTION 5: ACCOUNTING

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2013. The second quarterly payment shall not be made until the audit is received.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PTA are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

By _____
GAYLE KALER, Mayor

PADUCAH AREA TRANSIT SYSTEM

By Arthur Boykin
Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: August 13, 2013

Short Title: Contract with Barkley Regional Airport

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the Investment Fund Decision Items for FY2014, the Commission approved appropriation of the sum of \$136,430 to Barkley Regional Airport, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2014 Budget.

Account Name: Investment Fund
Account Number: 004-9999-699-9040/TR0003

Ad 8/13/13
Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Barkley Regional Airport in the amount of \$136,430.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH BARKLEY REGIONAL AIRPORT FOR PROVIDING GENERAL
AVIATION AND AIR CARRIER SERVICES

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Barkley Regional Airport in the amount of \$136,430 payable in quarterly installments of \$34,107.50 each, for providing general aviation and air carrier services to the citizens of McCracken County and surrounding regions. This contract shall expire June 30, 2014.

SECTION 2. This expenditure shall be charged to the Investment Fund, Project No. TR0003.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 13, 2013
Adopted by the Board of Commissioners, August 27, 2013
Recorded by Tammara S. Sanderson, City Clerk, August 27, 2013
Published by The Paducah Sun, _____
\\ord\contract-airport subsidy FY12-13

CONTRACT FOR SERVICES

This Contract for Services, is effective this _____ day of _____, 2013, by and between the **CITY OF PADUCAH** and **BARKLEY REGIONAL AIRPORT**;

WITNESSETH:

WHEREAS, Barkley Regional Airport is jointly owned by the City of Paducah and McCracken County and is operated by an Airport Board appointed by the Paducah Mayor and McCracken County Judge Executive; and

WHEREAS, Barkley Regional Airport provides essential public transportation services both through its general aviation facilities and the air carrier service that operates there; and

WHEREAS, reliable air service at a quality facility is an essential ingredient for the region's economic development; and

WHEREAS, loss of revenue resulting from the national economy and changes in the air carrier industry and increased expenditures caused by Federal mandates have created a monthly operating deficit for the airport; and

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract, until June 30, 2014.

SECTION 2: TERMINATION the City may terminate this Contract for Services upon a thirty-day notice to Barkley Regional Airport in writing or with no notice upon discovering that the airport's financial situation has changed and the subsidy is no longer required.

SECTION 3: OPERATIONS PAYMENT Upon receipt of a quarterly invoice, the City shall pay Barkley Regional Airport the sum of One Hundred Thirty-Six Thousand Four Hundred Thirty Dollars (\$136,430), in quarterly installments of \$34,107.50 each. Payment shall be made by the end of each quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - During the term of this contract, Barkley Regional Airport will continue to provide general aviation and air carrier services to the citizens of McCracken County and surrounding regions. The Airport Board will continue to work with the City Commission and the McCracken County Fiscal Court to develop new revenue sources so that continued subsidy from the City and County will no longer be necessary.

SECTION 5: ACCOUNTING

- (A) Barkley Regional Airport shall continue to conduct all accounting, payroll, and financial management of airport operations.

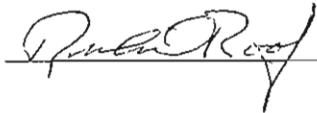
- (B) Barkley Regional Airport shall provide the City and County Commissions a quarterly report of the airport's financial operations and shall supply the City and County an annual financial audit within two (2) weeks of its completion.

Witness the signature of the parties as of the year and date first written above:

CITY OF PADUCAH

GAYLE KALER, Mayor

BARKLEY REGIONAL AIRPORT



Title: AIRPORT MANAGER

Agenda Action Form Paducah City Commission

Meeting Date: August 13, 2013

Short Title: Contract with Paducah Junior College, Inc. -- Paducah School of Art Funding

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the Investment Fund Decision Items for FY2014, the Commission approved appropriation of funding for the Paducah Junior College, Inc., Paducah School of Art in the amount of \$75,000, to be paid quarterly. This expenditure will be used to pay for operational expenses for the school's two locations: 409 Broadway and 919 Madison Street.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2014 Budget.

Account Name: Investment Fund
Account Number: 004-0401-536-2307

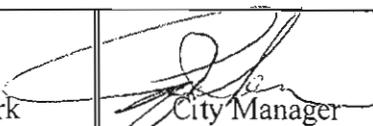
8/13/13 Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Junior College, Inc. in the amount of \$75,000.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. FOR THE PADUCAH
SCHOOL OF ART

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Paducah Junior College, Inc. in the amount of \$75,000, to be paid in equal quarterly allocations of \$18,750. for the Paducah School of Art. This contract shall expire June 30, 2014.

SECTION 2. This expenditure shall be charged to the Investment Fund Account/Art School Subsidy Project ED0114.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners. August 13, 2013
Adopted by the Board of Commissioners. August 27, 2013
Recorded by Tammara S. Sanderson, August 27, 2013
Published by The Paducah Sun, _____
\\ord\contract - Paducah Junior College fy13-14 school of art

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2013, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH JUNIOR COLLEGE, INC.** (PJC, Inc.).

WITNESSETH:

WHEREAS, promoting arts education to students in the Paducah/McCracken County area and exposing them to post-secondary education serves a valid public purpose; and

WHEREAS, improving the availability of art degrees to our community will both make the Paducah area more attractive to investors and enhance the life potential of individual students; and

WHEREAS, the City of Paducah desires to contract with PJC, Inc., for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2014.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of SEVENTY-FIVE THOUSAND (\$75,000) to be paid quarterly in equal amounts of \$18,750. PJC, Inc., shall provide invoices to the City of Paducah at the end of each quarter. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - PJC, Inc. will guarantee the City of Paducah that the \$75,000 will be used in the operational expenses for the Paducah School of Art located at 409 Broadway and 919 Madison Street. These expenses shall include but not be limited to utilities, repairs and other operating expenses at the two locations of the Paducah School of Art.

SECTION 5: ACCOUNTING

- (A) PJC, Inc., shall conduct all accounting, payroll, and financial management.
- (B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PJC, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

GAYLE KALER, Mayor

PADUCAH JUNIOR COLLEGE, INC.

Name *A. Williams*

Title *BOARD CHAIR*

Agenda Action Form Paducah City Commission

Meeting Date: August 13, 2013

Short Title: Contract with Paducah Junior College, Inc. – Community Scholarship Program

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the Investment Fund Decision Items for FY2014, the Commission approved appropriation of funding for the Paducah Junior College, Inc., scholarship program in the amount of \$125,000, to be paid by June 30, 2014.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2014 Budget.

Account Name: Investment Fund
Account Number: 004-0401-536-2307

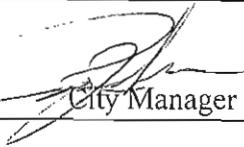
Ad 8/9/13 Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Junior College, Inc. in the amount of \$125,000.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. FOR THE COMMUNITY
SCHOLARSHIP PROGRAM

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Paducah Junior College, Inc. in the amount of \$125,000 for the Community Scholarship Program. This contract shall expire June 30, 2014.

SECTION 2. This expenditure shall be charged to the Investment Fund account/Project 004-0401-536-2307.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 13, 2013
Adopted by the Board of Commissioners, August 27, 2013
Recorded by Tammara S. Sanderson, City Clerk, August 27, 2013
Published by The Paducah Sun. _____
\\ord\contract - Paducah Junior College fy13-14 (community scholarship)

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2013, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH JUNIOR COLLEGE, INC.** (PJC, Inc.).

WITNESSETH:

WHEREAS, promoting education to students in the Paducah/McCracken County area and exposing them to post-secondary education serves a valid public purpose; and

WHEREAS, improving the education level of our community's young people will both make the Paducah workforce more attractive to investors and employers and enhance the life potential of individual students; and

WHEREAS, the City of Paducah desires to contract with PJC, Inc., for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2014.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of \$125,000 in a one-time amount no later than June 30, 2014. PJC, Inc., shall provide an invoice to the City of Paducah prior to payment being made. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - PJC, Inc., will guarantee Paducah and McCracken County 8th graders who meet prescribed standards through their final four years of high school, a tuition scholarship for up to sixty (60) hours of college credit at WKCTC.

SECTION 5: ACCOUNTING

- (A) PJC, Inc., shall conduct all accounting, payroll, and financial management.
- (B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PJC, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

GAYLE KALER, Mayor

PADUCAH JUNIOR COLLEGE, INC.

Name *J. Williams*

Title *BOARD CHAIR*