



CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 3, 2013

5:30 P.M.

ROLL CALL

INVOCATION – Alan Cash, Elder, Father’s House of Paducah

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION:

Update on Columbia Theatre Concept Study – **LANDEE BRYANT/RANDY DAVIS**

WORKSHOP:

Citizen Survey Recycling Results – **P. SPENCER/CITY MGR**

	I.	<u>MINUTES</u>
	II.	<u>APPOINTMENT</u>
		Paducah Area Transit System
	III.	<u>MOTIONS</u>
		A. R & F Documents
	IV.	<u>MUNICIPAL ORDERS</u>
		A. Personnel Changes
		B. Approval to Advertise Bond Issue for TeleTech, Macco, and Noble Park Pool – J. PERKINS
	V.	<u>ORDINANCES – ADOPTION</u>
		A. New Construction Bid Award for 717 Harrison Street – S. ERVIN
		B. Change Order #3 for Uniform Service in the Fire Department – FIRE CHIEF KYLE
		C. Contract for Services with GPEDC for FY2013-2014 – CITY MGR PEDERSON
		D. 2013/2014 Kentucky Transportation Discretionary Application – ASST. CHIEF GRIMES

		<u>ORDINANCES – INTRODUCTION</u>
		A. HOME 2012 House #6 – 1403 Monroe Street -- S. ERVIN
		B. Bond Issue for TeleTech, MACCO, & Noble Park Pool – J. PERKINS
		C. Change Order #1 for the Purchase of Two new Triple Combination Pumper Trucks for Use by the Paducah Fire Department – FIRE CHIEF KYLE
		D. Authorize a Contract with Harper Construction, LLC, for the Construction of the Greenway Trail Phase II Project – R. MURPHY
		E. Authorize Contract for Design Services and Construction Administration for the Julian Carroll Convention Center Renovation Project – S. DOOLITTLE
	X.	<u>CITY MANAGER REPORT</u>
	XI.	<u>COMMISSIONER COMMENTS</u>
	XII.	<u>PUBLIC COMMENTS</u>
	X.	<u>EXECUTIVE SESSION</u>

Agenda Action Form Paducah City Commission

Meeting Date: September 3, 2013

Short Title: Citizen Survey Recycling Results Workshop

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson and Pam Spencer
Presentation By: Jeff Pederson and Pam Spencer

Background Information:

In February and March of this year, 1200 randomly selected Paducah households were provided the opportunity to give the City feedback on a variety of questions in the National Citizen Survey. Two of the standard questions involved rating the quality of recycling services and providing information about the frequency of the household recycling activities while two of the custom questions asked citizens about the importance of recycling opportunities and the type of recycling programs that interests them. At this workshop, we will review the survey results; provide an overview of the various levels of involvement a city can have in recycling; review the current status of the Greater Paducah Sustainability Project (GPSP) - Recycle Now facility on North 8th Street; and discuss what role the City could have moving forward. Members of Recycle Now will be in attendance to provide information.

The workshop will be conducted at the same time that GPSP is seeking a new facility for its recyclables collection and processing.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: Workshop discussion item

Attachments: National Citizen Survey results regarding recycling

 Department Head	City Clerk	City Manager
--	------------	--------------

Recycling Questions and Results

Paducah's National Citizen Survey

September 3, 2013 City Commission Meeting

Standard Question 1: *In the last 12 months, about how many times have you or other household members participated in recycling used paper, cans or bottles from your home?*

- Never—51%
- Once or twice—13%
- 3 to 12 times—16%
- 13-26 times—7%
- More than 26 times—13%

Benchmark: Average rating was much less than average as compared to the 81 cities in the Southern benchmark (we ranked 80 out of 81). In the national comparison, we ranked 239 out of 243.

Demographics: Example of how to read the chart--For respondents who have lived in Paducah for 5 years or less, 50% of those folks have recycled at least once in the past 12 months. For respondents who have lived in Paducah for 6 to 10 years, 63% of them have recycled at least once in the past 12 months. The area shaded in gray shows a statistical difference between the subgroups in that demographic category. If there is no gray shading, then there is no statistical difference between those subgroups.

Question 11: Resident Behaviors (Percent at least once in past 12 months)										
In the last 12 months, if ever, have you or other household members participated in the following activities in Paducah?	Length of residency			Household income			Race/ethnicity		Age	
	5 years or less	6 to 10 years	More than 10 years	Less than \$50,000	\$50,000 to \$99,999	\$100,000 or more	White alone, not Hispanic	Hispanic and/or other race	Overall	Overall
Recycled used paper, cans or bottles from your home	50%	63%	48%	45%	48%	69%	49%	50%	50%	49%
	50%	63%	48%	45%	48%	69%	49%	50%	50%	49%
									18-34	55+
									35-54	Overall

Standard Question 2: *Please rate the quality of recycling services in Paducah.*

- Excellent—9%
- Good—27%
- Fair—28%
- Poor—36%

If include the "Don't know" responses then the numbers are as follows:

- Excellent—7%
- Good—19%
- Fair—21%
- Poor—26%
- Don't know 27%

Benchmark: Average rating was much below the average as compared to the 125 jurisdictions for comparison in the Southern benchmark (we ranked 124 out of 125). In the national comparison, we ranked 331 out of 335.

Demographics:

Question 13: Service Quality (Percent "excellent" or "good")													
Please rate the quality of each of the following services in Paducah:	Length of residency			Household income			Race/ethnicity			Age			
	5 years or less	6 to 10 years	More than 10 years	Less than \$50,000	\$50,000 to \$99,999	\$100,000 or more	White alone, not Hispanic	Hispanic and/or other race	Overall	18-34	35-54	55+	
	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	
Recycling	21%	37%	40%	36%	42%	25%	31%	47%	36%	25%	22%	52%	36%

Custom Question 1: *How important if at all are recycling opportunities to your quality of life in Paducah?*

- Essential—24%
- Very important—33%
- Somewhat important—32%
- Not important—12%

Benchmark: Data not available since custom question.

Demographics:

Question 24: Custom Question 3 (Percent "essential" or "very important")															
How important, if at all, are each of the following factors to your quality of life in Paducah?	Length of residency			Household income			Race/ethnicity		Age						
	5 years or less	6 to 10 years	More than 10 years	Overall	Less than \$50,000	\$50,000 to \$99,999	\$100,000 or more	Overall	White alone, not Hispanic	Hispanic and/or other race	Overall	18-34	35-54	55 +	Overall
Recycling opportunities	61%	54%	56%	57%	54%	60%	67%	57%	53%	65%	57%	69%	47%	57%	57%

Custom Question 2: Recycling program design options.

If the City of Paducah designed a recycling program for its citizens, please indicate how interested, if at all, you are in each of the following program designs:	Very interested	Somewhat interested	Somewhat not interested	Not at all interested	Total
Curbside recycling with all recyclables placed in one collection bin	48%	23%	9%	10%	100%
Curbside recycling with resident sorting recyclables before placing in collection bins	43%	32%	9%	16%	100%
Multiple recycling drop-off locations within the City of Paducah	30%	36%	17%	17%	100%
One drop-off location within the City of Paducah	13%	33%	23%	31%	100%

Benchmark: Data not available due to custom question.

Demographics:

Question 22: Custom Question 1 (Percent "very" or "somewhat" interested)													
If the City of Paducah designed a recycling program for its citizens, please indicate how interested, if at all, you are in each of the following programs designs:	Length of residency			Household income			Race/ethnicity		Age				
	5 years or less	6 to 10 years	More than 10 years	Less than \$50,000	\$50,000 to \$99,999	\$100,000 or more	White alone, not Hispanic	Hispanic and/or other race	18-34	35-54	55+ Overall		
Curbside recycling with resident sorting recyclables before placing in collection bins	72%	69%	78%	75%	85%	69%	76%	74%	79%	90%	73%	69%	76%
Curbside recycling with all recyclables placed in one collection bin	76%	80%	82%	80%	86%	82%	81%	82%	78%	92%	82%	73%	81%
Multiple recycling drop-off locations within the City of Paducah	69%	80%	64%	71%	54%	61%	66%	66%	67%	81%	59%	63%	67%
One drop-off location within the City of Paducah	40%	39%	48%	44%	44%	52%	45%	44%	46%	43%	44%	49%	46%

**BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment
- Joint Appointment
- Joint Reappointment

NAME: William W. Cox

NAME OF BOARD OR COMMISSION: _____

Paducah Area Transit System

DATE TO BE PLACED ON AGENDA: September 3, 2013

EXPIRATION OF TERM DATE: June 30, 2017

APPOINTEE'S HOME ADDRESS:

Street: _____

City/Zip: _____

Phone: _____

Email Address: chip@wcoxcpa.com

Appointee's Business Name: William W. Cox Jr CPA

Address: PO Box 8064

City/Zip: Paducah, KY 42002-8064

Phone: bus: 444-6410 cell 210-6771

TO REPLACE ON BOARD: _____

- Thank you
- Resigned

ADDRESS: _____

- Term Expired
- Other (explain)

City/Zip: _____

Appointee Confirmation: Date: 8/20/13 By: Arthur Baykin

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

September 3, 2013

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

DOCUMENTS

1. Insurance Certificates:
 - a) Heflin, Inc.
 - b) Twin States Utilities & Excavation
 - c) Byas Masonry
2. Agreements/Contracts:
 - a) Agreement with Jim Steele Construction for construction of Blue Ridge Manor at 1322 Madison Street (ORD # 2013-06-8041)
3. Right of Way Bonds:
 - a) Byas Masonry
 - b) Twin States Utilities & Excavation, Inc.
4. Commissioner's Deed for 1245 Park Avenue
5. Electric Plant Board of the City of Paducah, Kentucky dba Paducah Power System Financial Statements Years Ended June 30, 2012 and 2011
6. Notice of Approval of Evidentiary Materials and Release of Funds for a Community Development Block Grant Award on behalf of the Four Rivers Behavioral Health Center (ORD # 2013-06-8039)
7. Amendment to the Grant Award for Extension of time for the 2012 Homeland Security Grant Award for the Fire Department (ORD # 2013-08-8061)

BIDS

ENGINEERING-PUBLIC WORKS DEPARTMENT

1. Bids for Greenway Trail Phase II Project
 - a. Harper Construction, LLC *
 - b. Wilkins Construction Co., Inc.
 - c. A&K Construction, Inc.
 - d. Pinnacle, Inc.
 - e. Hi-Way Paving, Inc.

PROPOSALS

PLANNING DEPARTMENT

Sale of:

511 North 5th Street – Tract A

1. Henry C. & Neva F. Rudy

511 North 5th Street - Tract B

1. Gary Jackson

517 North 5th Street ± 40 feet

1. Gary Jackson

* Accepted Bid

Agenda Action Form Paducah City Commission

Meeting Date: September 3, 2013

Short Title: Sale of Bonds authorization – Series 2010, \$3,600,000*

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jonathan Perkins & Jeff Pederson

Presentation By: Jonathan Perkins & Jeff Pederson

Background Information:

The 2013 bond issue will be publicly sold September 19, 2013. Second reading of the ordinance September 17, 2013.

Bond proceeds are to be used to finance renovations completed at the Noble Park Pool; and for the construction of or renovation of facilities to house economic development projects TeleTech and Maaco Companies. The bond issue is expected to have a 15-year life and the bond size will be approximately \$3,600,000*, including the cost of issuance.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Bond Issue - 2013
Account Number: Bond Fund

 8/29/2013
Finance

Staff Recommendation: That the Mayor & Commission approve the proposed bond ordinance.

Attachments: Draft of Ordinance

Department Head	City Clerk	City Manager
-----------------	------------	--------------

* - Ordinance provides for a 10% variance in size of financing.

MUNICIPAL ORDER NO. _____

MUNICIPAL ORDER APPROVING THE ADVERTISEMENT FOR BID AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE PURCHASE OF CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2013A AND CITY OF PADUCAH, KENTUCKY TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013B IN AGGREGATE PRINCIPAL AMOUNTS OF APPROXIMATELY \$1,115,000 AND \$2,485,000, RESPECTIVELY.

WHEREAS, the City of Paducah, Kentucky (the "City") has determined the necessity of financing a portion of the costs of the renovation and improvement of a municipal pool (the "2013A Project"); and

WHEREAS, the City has further determined the necessity of financing a portion of the costs of (i) the construction of improvements to an industrial/distribution facility located within the City to be leased to a Kentucky subsidiary of Macco Organiques Incorporated, a Canadian corporation, for use in furtherance of economic development within the City, and (ii) the acquisition, construction, installation and equipping of an approximately 30,000 square foot building to be located on property being leased jointly by the City and the County of McCracken, Kentucky (the "County") and to be subleased to TeleTech Services Corporation, a Colorado corporation, for use in furtherance of economic development within the City (collectively, the "2013B Project," and together with the 2013A Project, the "Projects"); and

WHEREAS, the City has further determined that it is in the best interests of the City that the City proceed at this time with the financing of the Projects through the issuance of the City's (i) General Obligation Bonds, Series 2013A in the aggregate principal amount of \$1,115,000 (the "Series 2013A Bonds"), subject to a permitted adjustment increasing or decreasing the principal amount of Series 2013A Bonds by up to \$110,000 (the "Series 2013A Permitted Adjustment") and (ii) Taxable General Obligation Bonds, Series 2013B in the aggregate principal amount of \$2,485,000 (the "Series 2013B Bonds," and together with the Series 2013A Bonds, the "Bonds"), subject to a permitted adjustment increasing or decreasing the principal amount of Series 2013B Bonds by up to \$245,000 (the "Series 2013B Permitted Adjustment," and together with the Series 2013A Permitted Adjustment, the "Permitted Adjustments"); and

WHEREAS, on the 3rd day of September, 2013 the City gave first reading to, and on the 17th day of September, 2013 proposes to give second reading to and adopt, an ordinance providing for the issuance of the Bonds in order to provide funds to pay the costs, not otherwise provided for, of the financing of the Projects, which ordinance is titled as follows:

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF (I) CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2013A IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$1,115,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING OR DECREASING THE PRINCIPAL AMOUNT OF SERIES 2013A BONDS BY UP TO \$110,000) FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF

RENOVATIONS AND IMPROVEMENTS TO A MUNICIPAL POOL IN THE CITY OF PADUCAH, KENTUCKY, AND (II) CITY OF PADUCAH, KENTUCKY TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013B IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$2,485,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING OR DECREASING THE PRINCIPAL AMOUNT OF SERIES 2013A BONDS BY UP TO \$635,000) FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF VARIOUS ECONOMIC DEVELOPMENT PROJECTS IN THE CITY OF PADUCAH, KENTUCKY; APPROVING THE FORMS OF BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING BOND PAYMENT FUNDS; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BIDS OF THE BOND PURCHASERS FOR THE PURCHASE OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, it is appropriate at this time that the City authorize the advertisement for bid for the purchase of the Bonds.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY, AS FOLLOWS:

SECTION 1. The City of Paducah, a municipal corporation and political subdivision of the Commonwealth of Kentucky, shall issue its "General Obligation Bonds, Series 2013A (the "Series 2013A Bonds") in the aggregate principal amount of approximately \$1,115,000 and its "Taxable General Obligation Bonds, Series 2013B (the "Series 2013B Bonds," and together with the Series 2013A Bonds, the "Bonds") in the aggregate principal amount of approximately \$2,485,000.

SECTION 2. The City shall comply with the requirements of KRS Chapters 66 and 424 by advertising for bids for the purchase of the Bonds. Actions heretofore taken by the City in connection with the preparation of such instruments and the distribution of such information by the City as shall be necessary to accomplish the foregoing, including the preparation of a Preliminary Official Statement (the "Preliminary Official Statement") which Preliminary Official Statement shall be deemed final by the Mayor of the City in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), are hereby ratified and approved. In order to enable prospective purchasers to submit a bid for the purchase of the Bonds, the City hereby covenants and agrees that it will execute, comply with and carry out all of the provisions of a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in connection with the issuance of the Bonds. Failure to comply with any such provisions of the Continuing Disclosure Undertaking shall not constitute a default on the Bonds; however, any holder of the Bonds, including the beneficial owners of the Bonds, may take such action as may be necessary and appropriate, including seeking specific performance, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

SECTION 3. Proposals for the purchase of the Bonds shall be opened and reviewed by the Finance Director of the City, and shall be acted upon by the City Manager or Finance Director on that same day, based upon the advice of the City's financial advisor, J.J.B. Hilliard, W.L. Lyons, LLC, without the need for further action by this City Commission. The City hereby ratifies and approves the use of the "Notice of Bond Sale," substantially in the form attached hereto, which shall be published as required by law.

SECTION 4. The City Manager or Finance Director of the City shall, in a certificate of award accepting the successful bid or bids for the Bonds (the "Certificate of Award"), determine the exact principal amount of Bonds to be awarded and the exact rate or rates of interest which said Bonds shall bear, and the interest rate or rates on said Bonds shall be automatically fixed at the rate or rates set out in the successful bid accepted by said Certificate of Award. The proceeds of the sale of said Bonds shall be applied to the costs of the Projects and the costs of issuing the Bonds and shall be expended as provided in the Ordinance authorizing the Bonds.

SECTION 5. In the event that no bid shall be accepted for the purchase of the Bonds, bids may again be solicited for the purchase of the Bonds at a future date and hour at the discretion of the Mayor, without the necessity of further authorization by the City.

SECTION 6. All motions, orders, resolutions and parts thereof in conflict herewith, are hereby repealed to the extent of such conflict, and this Municipal Order shall be effective immediately.

SECTION 7. This Municipal Order shall be in full force and effect immediately upon its adoption.

INTRODUCED, PUBLICLY READ, AND FINALLY APPROVED on one reading, this 3rd day of September, 2013.

Gayle Kaler, Mayor

Attest:

Tammy Sanderson, City Clerk

CERTIFICATE

I, Tammy Sanderson, hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky; that the foregoing is a full, true, and correct copy of a Municipal Order adopted by the City Commission of the City, at a meeting duly held on September 3, 2013, that said Municipal Order (together with the Notice of Bond Sale approved therein) appears as a matter of public record in the official records of the City, that said meeting was duly held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820, and 61.823. that a quorum was present at said meeting, that said Municipal Order has not been modified, amended, revoked, or repealed; and that same is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature on this ____ day of _____,
2013.

City Clerk

EXHIBIT A

NOTICE OF BOND SALE

Notice is hereby given that electronic bids will be received by the City of Paducah, Kentucky (the "City"), until 10:00 a.m., C.T. on September 19, 2013 (or at such later time and date announced at least forty-eight hours in advance via the **BiDCOMP™/PARITY™** system) for the purchase of approximately \$1,115,000 of the City's General Obligation Bonds, Series 2013A (the "Series A Bonds") and \$2,485,000 of the City's Taxable General Obligation Bonds, Series 2013B (the "Series B Bonds," and collectively with the Series A, the "Bonds"). Alternatively, written sealed or facsimile bids for one or more series of the Bonds by the designated time will be received by the Finance Director, 300 South Fifth Street, Paducah, Kentucky 42002 (FAX: (270) 440-8589).

The Bonds will each be dated their date of initial delivery, will be issued as fully registered bonds in denominations in multiples of \$5,000 (within the same maturity), will mature on September 1 of the years 2014 through 2028. Electronic bids may be submitted via **BiDCOMP™/PARITY™**, in the manner described below:

Additional information, including the Preliminary Official Statement, the Official Terms and Conditions of Bond Sale and the Official Bid Form, may be obtained from the City's Financial Advisor, J.J.B. Hilliard, W.L. Lyons, LLC: 500 West Jefferson Street, Louisville, Kentucky 40202; Telephone: (502) 588-8639 or at <http://pos.hilliard.com>. Further information regarding **BiDCOMP™/PARITY™** may be obtained from **BiDCOMP™/PARITY™**, 1359 Broadway - 2nd Floor, New York, NY 10018, Telephone: (800) 850-7422.

Sale of Series A Bonds on tax-exempt basis. Issuance of Bonds subject to approving legal opinion of Peck, Shaffer & Williams LLP, Bond Counsel, Covington, Kentucky. The City has designated the Series A Bonds as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended. Right to reject bids or waive informality reserved.

CITY OF PADUCAH, KENTUCKY

By /s/ Gayle Kaler
Mayor

Agenda Action Form Paducah City Commission

Meeting Date: September 3rd, 2013

Short Title: Construction of residential infill at 717 Harrison Street

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Ervin
Presentation By: Steve Ervin

Key Components:

In order to fulfill the public purpose of redevelopment of the Lower Town Arts District, the City Commission approved the utilization of the \$900,000.00 construction line of credit approved by ordinance # 2012-11-7987 to include construction of residential structures in Lower Town with the adoption of Municipal Order #1724 on June 11th, 2013.

Currently, staff has a homebuyer in place for a residential construction at 717 Harrison Street. A legally binding purchase agreement has been signed stated their intent to purchase the home from the City upon completion. Using standard policies and procedures which have been successfully applied to the Fountain Avenue revitalization efforts, the home buyer has provided staff with solid proof of financial ability to purchase the structure from the City upon completion of the project including a mortgage commitment from Paducah Bank and a secured escrow account to cover any deficits between the final purchase price and the mortgage commitment. The City is acting solely as a construction management/funding agent and will be under no liability in this matter.

Bids:

In full compliance with the City's procurement policies, staff solicited sealed bids through an advertisement in the Paducah Sun on Sunday June 30th, 2013 for the construction of a 1,700 SF residence to be built at 717 Harrison Street. Bids were opened at 10:01 AM on Monday, July 22nd, 2013. As stated in the Public Notice, awards are to be based on the best-evaluated bid. The following bid criteria were used by to evaluate each bid:

- 1) 20 Points: Specialized experience or technical expertise of the contractor and its personnel in connection with construction and/or the rehabilitation of homes including the renovation of historic structures.
- 2) 20 Points: Past record of performance on contract with the community and other clients, including quality of work, timeliness, and cost control.
- 3) 20 Points: Capacity of the contractor to perform the work within the time limitations, taking into consideration the current and planned workload of the contractor.
- 4) 20 Points: Cost
- 5) 20 Points: Familiarity with local conditions relevant to the proposed project.

Three bids were received and evaluated with Jim Steele Construction receiving the highest evaluated score of 97 with the bid of \$182,965.00 for the proposed project.

Staff Recommendations:

Staff recommendation is that the City Commission awards the contract to Jim Steele Construction for \$182,965.00 for the construction of the infill residential structure at 717 Harrison Street with Planning Staff acting as the construction management team using funds approved for this use by Municipal Order #1724.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name: Lowertown
Account Number: CD 0075

Finance

Attachments: Elevations

Department Head	City Clerk	 City Manager
-----------------	------------	--

Agenda Action Form Paducah City Commission

Meeting Date: 8-27-13

Short Title: Change Order #3 for Uniform Services for the Fire Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Kyle

Presentation By: Steve Kyle

Background Information:

The primary purpose of this change order is to update and add items that were not previously incorporated into the contract. This does not change the overall amount of the clothing allowance that each employee has but increases the number of items available to each employee. Things included in this change order are clarifications, replacement items, small pieces of equipment available to the individual employee, uniform items that were inadvertently left off of previous actions, and additions for items that have been discontinued by the manufacturer.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

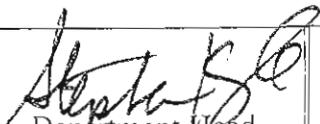
Funds Available: Account Name: Clothing Allowance
Account Number: 001-1801/1802/1803/1804/1805/1806-522-1610

Finance

Staff Recommendation:

Approve change order #3 for the uniform services contract for the fire department.

Attachments: Change order #3

 Department Head	City Clerk	 City Manager
--	------------	--

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2013

Short Title: Contract with GPEDC

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 Greater Paducah Partners For Progress and GPEDC in the amount of \$250,000, to be paid in quarterly installments.

In addition, since GPEDC has absorbed the role and all responsibilities of EntrePaducah, an additional \$50,000 was allotted, also payable 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 FY2013 Budget.

Account Name: Investment Fund
Account Number: 004-0401-536-2307/ED0006/ED0101

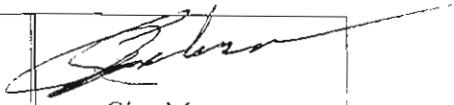
Finance

Staff Recommendation:

Authorize the Mayor to enter into one-time Contracts For Services with GPEDC for a total of \$300,000 (\$250,000 for GPEDC responsibilities and \$50,000 for EntrePaducah responsibilities)

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
-----------------	------------	--

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2013

Short Title: **2013/2014 Kentucky Transportation Discretionary Application**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Capt. Don Hodgson

Presentation By: Asst. Chief Stacey Grimes

Background Information: The Kentucky Office of Highway Safety, a division of the Kentucky Transportation Cabinet has competitive, discretionary grant programs that offer reimbursements to police agencies. Kentucky Office of Highway Safety has contacted the police department in regard to discretionary funds that are available and can be requested.

In an effort to reduce unsafe driving behaviors and reduce collisions, the Paducah Police Department submitted a letter to request funds through Municipal Order #1734 on July 23, 2013, in the amount of \$5,000. These funds will be expended for overtime traffic enforcement. There is no cash match required.

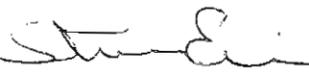
If the Commission desires the Police Department to accept an award from The Kentucky Office of Highway Safety it must authorize and direct the Mayor to sign all pertaining documents.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Project Title: Highway Safety - \$5000
Project #: PO0073
File #: 6.249
Acct. #: 001-1602-521.12-01

Finance

Staff Recommendation: Approval

 Department Head	City Clerk	City Manager
--	------------	--------------

Agenda Action Form Paducah City Commission

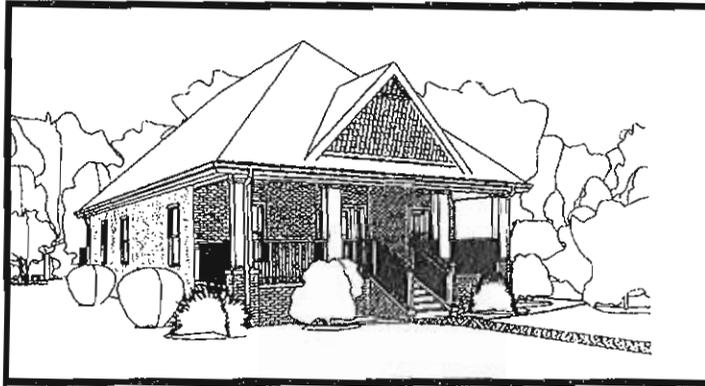
Meeting Date: September 3rd, 2013

Short Title: HOME 2012 House #6 – 1403 Monroe Street

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Charlie Doherty/Steve Ervin

Presentation By: Steve Ervin



Background Information:

1403 Monroe Street: "Strathmoor Manor"

Key Components:

After receiving final SHPO approval to build a new 2012 HOME house on the lot at 1403 Monroe Street, staff solicited bids for the construction of the 1,380 SF "Strathmoor Manor" home on this lot in a Public Notice published in the Paducah Sun on August 4th, 2013. Bids were opened on August 20th, 2013 with the following results:

D&D Construction:	\$127,370.00 (\$92.30/SF)
Jim Steele Construction:	\$130,275.00 (\$94.40/SF)
Crawford Contracting:	\$131,900.00 (\$95.58/SF)

Staff Analysis:

As stated in the Public Notice, contracts are to be awarded based on the best evaluated and most responsive bids.

- D & D Construction was the low bidder at \$127,370.00. D&D's evaluation was scored at 99 based on previous experience with City projects and being the low bidder.

Staff Recommendations:

URCDA meets at 4:30 PM on the 3rd of September and based on these staff evaluations, it is anticipated that the URCDA Board will recommend that the Board of Commissioners award the construction contract for 1403 Monroe Street to D & D Construction for \$127,370.00.

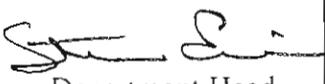
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

APV 8/30/13
Finance

Staff Recommendation: Approval

Attachments:

 Department Head	 City Clerk	 City Manager
--	----------------	------------------

ORDINANCE NO. 2013-9-_____

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 August 4, 2013, the City of Paducah solicited bids on behalf of the Urban Renewal and Community Development Agency (URCDA) for construction of a new home located at 1403 Monroe Street; and

WHEREAS, bids were opened on August 20, 2013, by the Paducah Planning Department and reviewed by the URCDA on September 3, 2013, and

WHEREAS, the URCDA recommends the City of Paducah accept the bid of D & D Construction in the amount of \$127,370.00 for the construction of a new home located at 1403 Monroe 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 D & D Construction, in the amount of \$127,370.00, for the construction of a new home at 1403 Monroe 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 August 20, 2013.

SECTION 2. The Mayor is hereby authorized to execute a contract with D & D Construction for the construction of a new home at 1403 Monroe 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, September 3, 2013
Adopted by the Board of Commissioners, September _____, 2013
Recorded by Tammara S. Sanderson, City Clerk, September _____, 2013
Published by The Paducah Sun, _____
ord\plan\contract-Jim Steele Construction-1403 Monroe

Agenda Action Form Paducah City Commission

Meeting Date: September 3, 2013

Short Title: Sale of Bonds authorization -- Series 2010, \$3,600,000*

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jonathan Perkins & Jeff Pederson
Presentation By: Jonathan Perkins & Jeff Pederson

Background Information:

The 2013 bond issue will be publicly sold September 19, 2013. Second reading of the ordinance September 17, 2013.

Bond proceeds are to be used to finance renovations completed at the Noble Park Pool; and for the construction of or renovation of facilities to house economic development projects TeleTech and Maaco Companies. The bond issue is expected to have a 15-year life and the bond size will be approximately \$3,600,000*, including the cost of issuance.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Bond Issue - 2013
Account Number: Bond Fund


8/29/2013
Finance

Staff Recommendation: That the Mayor & Commission approve the proposed bond ordinance.

Attachments: Draft of Ordinance

Department Head	City Clerk	City Manager
-----------------	------------	--------------

* - Ordinance provides for a 10% variance in size of financing.

ORDINANCE NO. 2013- -__

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF (I) CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2013A IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$1,115,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING OR DECREASING THE PRINCIPAL AMOUNT OF SERIES 2013A BONDS BY UP TO \$110,000) FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF RENOVATIONS AND IMPROVEMENTS TO A MUNICIPAL POOL IN THE CITY OF PADUCAH, KENTUCKY, AND (II) CITY OF PADUCAH, KENTUCKY TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013B IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$2,485,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING OR DECREASING THE PRINCIPAL AMOUNT OF SERIES 2013A BONDS BY UP TO \$245,000) FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF VARIOUS ECONOMIC DEVELOPMENT PROJECTS IN THE CITY OF PADUCAH, KENTUCKY; APPROVING THE FORMS OF BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING BOND PAYMENT FUNDS; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BIDS OF THE BOND PURCHASERS FOR THE PURCHASE OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the City of Paducah, Kentucky (the "City") has heretofore determined that it is a public purpose to reduce unemployment in the City, to increase the City's tax base, to foster economic development within the City and to promote the development of a skilled workforce, all to the benefit of the citizens and residents of the City; and

WHEREAS, the City (the "City") has further determined the necessity of financing a portion of the costs of the renovation and improvement of a municipal pool the "2013A Project"); and

WHEREAS, the City has further determined the necessity of financing a portion of the costs of (i) the construction of improvements to an industrial distribution facility located within

the City to be leased to a Kentucky subsidiary of Macco Organiques Incorporated, a Canadian corporation, for use in furtherance of economic development within the City, and (ii) the acquisition, construction, installation and equipping of an approximately 30,000 square foot building to be located on property being leased jointly by the City and the County of McCracken, Kentucky (the "County") and to be subleased to TeleTech Services Corporation, a Colorado corporation, for use in furtherance of economic development within the City (collectively, the "2013B Project," and together with the 2013A Project, the "Projects"); and

WHEREAS, the City has determined that it is in the best interests of the City that the City proceed at this time to finance the Projects through the issuance by the City of its (i) General Obligation Bonds, Series 2013A in the approximate aggregate principal amount of \$1,115,000 (which amount may be increased or decreased by up to \$110,000) (the "Series 2013A Bonds") and (ii) Taxable General Obligation Bonds, Series 2013B in the approximate aggregate principal amount of \$2,485,000 (which amount may be increased or decreased by up to \$245,000) (the "Series 2013B Bonds," and together with the Series 2013A Bonds, the "Bonds"); and

WHEREAS, pursuant to the Constitution and Laws of the Commonwealth of Kentucky, and particularly Sections 66.011 et. seq. of the Kentucky Revised Statutes, as amended (the "General Obligation Act") and Sections 58.010 et. seq. of the Kentucky Revised Statutes, as amended (the "Public Project Act"), a city may issue bonds, subject to the requirements of the General Obligation Act and/or Public Project Act, to pay all or any portion of the costs of financing any public project to the extent that such city is authorized to cause the acquisition, construction, installation and equipping thereof; and

WHEREAS, the City desires to cause the Projects to be financed through the issuance of the Bonds to be sold and awarded to the successful bidder or bidders (the "Purchasers") at public.

competitive sale in accordance with the provisions of Chapter 424 of the Kentucky Revised Statutes, as amended.

NOW, THEREFORE, BE IT ORDAINED by the City of Paducah, Kentucky, as follows:

Section 1 -- Necessity, Authorization and Purpose. The City hereby declares that it is desirable and necessary to issue, and hereby authorizes the issuance, of its General Obligation Bonds, Series 2013A, in the aggregate principal amount of \$1,115,000, subject to a permitted adjustment (the "Series 2013A Permitted Adjustment") increasing or decreasing the principal amount of Series 2013A Bonds awarded to the purchasers thereof by up to \$110,000, for the purpose of (i) paying the costs of the 2013A Project and (ii) paying the costs of issuance of the Series 2013A Bonds.

The City hereby further declares that it is desirable and necessary to issue, and hereby authorizes the issuance, of its Taxable General Obligation Bonds, Series 2013B, in the aggregate principal amount of \$2,485,000, subject to a permitted adjustment (the "Series 2013B Permitted Adjustment," and together with the Series A Permitted Adjustment, the " Permitted Adjustments") increasing or decreasing the principal amount of Series 2013B Bonds awarded to the purchasers thereof by up to \$245,000, for the purpose of (i) paying the costs of the 2013B Project and (ii) paying the costs of issuance of the Series 2013B Bonds.

The exact principal amount of Series 2013A Bonds and Series 2013B Bonds to be issued shall be established in the Certificate of Award (as hereinafter defined).

Section 2 – Form of Bonds. The Series 2013A Bonds shall be issued as fully registered Bonds, shall be designated "General Obligation Bonds, Series 2013A", shall each express upon their face the purpose for which they are issued, that they are issued under the Act and shall be substantially in the form set forth in Annex A. The Series 2013B Bonds shall be issued as fully

registered Bonds, shall be designated "Taxable General Obligation Bonds, Series 2013B", shall each express upon their face the purpose for which they are issued, that they are issued under the Act and shall be substantially in the form set forth in Annex B.

The Bonds shall be in denominations as requested by the Purchasers, which shall be in integral multiples of five thousand dollars (\$5,000). The Bonds shall each be dated their date of initial issuance and delivery, or such other date as is determined in a certificate of award accepting the bids of the Purchasers (the "Certificate of Award") to be executed by the City Manager or Finance Director of the City on the date of the sale of the Bonds.

Interest on the Bonds shall be payable each March 1 and September 1 (an "Interest Payment Date"), commencing March 1, 2014, at the stated interest rate or rates on the principal amounts thereof, calculated on the basis of a 360 day year with 30 day months,.

The Bonds shall be serial or term Bonds maturing or subject to mandatory sinking fund redemption on September 1, 2014 and each September 1 thereafter in the years and in the amounts to be established in the Certificate of Award after advertised competitive sale of the Bonds based on the interest rates set forth in the successful bid for each of the Series 2013A Bonds and Series 2013B Bonds (collectively, the "Bids") and the provisions of this Section 2, provided that the final maturity date of the Bonds shall be as set forth in the Certificate of Award but shall be no later than September 1, 2028.

The interest rate or rates on the Bonds shall be determined in the Certificate of Award based on the Bids; provided that the aggregate net interest cost of the Series 2013A Bonds shall not exceed five percent (5.0%), and the aggregate net interest cost of the Series 2013B Bonds shall not exceed six percent (6.0%).

The Bonds issued as term Bonds shall be subject to mandatory sinking fund redemption on the dates, in the years and in the amounts as set forth in the Certificate of Award.

The Bonds shall be subject to optional redemption prior to their maturity on any date on or after September 1, 2023, in whole or in part, in such order of maturity as shall be designated in writing by the City, and by lot within a maturity, at the election of the City upon 45 days' written notice to U.S. Bank National Association, Louisville, Kentucky, the paying agent and registrar designated for the Bonds (the "Paying Agent and Registrar") at a redemption price equal to the par amount thereof, plus accrued interest to the date of redemption:

At least thirty (30) days before the optional or mandatory sinking fund redemption date of any Bonds, the Paying Agent and Registrar shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive series, number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Bond Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the

Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

The Bonds may be issued in book-entry-only form through the services of the Depository Trust Company ("DTC"). If the City determines to issue the Bonds in book-entry-only form the Designated Officers (hereinafter defined) are authorized to execute all documents necessary to accomplish such form of issuance.

Section 3 -- Execution and Delivery. The Bonds shall be executed by the manual or facsimile signature of the Mayor and duly attested by the manual or facsimile signature of the City Clerk (which, together with any other person as may be authorized by resolution are referred to as "Designated Officers") and shall have the seal of the City or a facsimile thereof affixed thereto. Additionally, the Bonds shall bear the manual authenticating signature of the Paying Agent and Registrar. The Designated Officers are further authorized and directed to deliver the Bonds to the Purchasers, upon the terms and conditions provided herein, in the Certificate of Award and in the Bids for the Bonds, receive the proceeds therefor, execute and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale and delivery of the Bonds.

The City authorizes and directs the Paying Agent and Registrar to authenticate the Bonds and to deliver the Bonds to the Purchasers upon payment of the purchase price thereof.

Section 4 -- Payment. Payment of or on account of the interest on and principal of the Bonds shall be made directly to the Paying Agent and Registrar for the account of the registered owner. Interest on the Bonds shall be payable by check, mailed to the person whose name appears on the fifteenth day preceding an Interest Payment Date on the bond registration records

as the registered owner, on each Interest Payment Date or by other transfer of funds acceptable to such registered owner and the Paying Agent and Registrar. Principal shall be payable in such coin or currency of the United States of America as shall be legal tender for the payment of public and private debts at the time and place of payment upon delivery of the Bonds to the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid.

Section 5 -- Filing. The Designated Officers are hereby authorized to undertake and cause all filings which may be required by law to be filed by the City with respect to the Bonds, including, but not limited to, the filing with the State Local Debt Officer required by law.

Section 6 -- Bond Payment Fund; Payment of Bonds. There is hereby established with the Paying Agent and Registrar a bond payment fund in the name of the City to be known as General Obligation Bonds, Series 2013A Bond Payment Fund (the "2013A Bond Payment Fund"), into which the City covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit from the sinking fund (the "Sinking Fund") established pursuant to Ordinance No. 2001-5-6353 adopted by the City (the "2001 General Obligation Ordinance"), on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Series 2013A Bonds on such Interest Payment Date. The Paying Agent and Registrar shall, without further authorization from the City, withdraw from the 2013A Bond Payment Fund, on such Interest Payment Date, the amounts necessary to pay principal of, and interest on, the Series 2013A Bonds to the registered owner of the same.

There is hereby further established with the Paying Agent and Registrar a bond payment fund in the name of the City to be known as Taxable General Obligation Bonds, Series 2013B Bond Payment Fund (the "2013B Bond Payment Fund," and together with the 2013A Bond Payment Fund, the "Bond Payment Funds"), into which the City covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit from the Sinking Fund on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Series 2013B Bonds on such Interest Payment Date. The Paying Agent and Registrar shall, without further authorization from the City, withdraw from the 2013B Bond Payment Fund, on such Interest Payment Date, the amounts necessary to pay principal of, and interest on, the Series 2013B Bonds to the registered owner of the same.

The Paying Agent and Registrar is hereby appointed depository of the Bond Payment Funds with respect to the Bonds.

If the City shall fail or refuse to make any required deposit in the Bond Payment Funds from the Sinking Fund, the Paying Agent and Registrar shall (i) notify any agency of the Commonwealth of Kentucky or any political subdivision thereof which may collect and distribute taxes or revenues for the City to seek any available necessary or proper remedial action; and (ii) upon being indemnified against cost and expense, exercise any remedy provided in the Act or at law or in equity for the benefit of the owner of the Bonds or its assignee, and shall disburse all funds so collected to the owners of the Bonds as payment of the Bonds.

Section 7 -- General Obligation. The Bonds shall be full general obligations of the City and, for the payment of said Bonds, and the interest thereon, the full faith, credit and revenue of the City are hereby pledged for the prompt payment thereof. During the period the Bonds are

outstanding, there shall be and there hereby is levied on all the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Bonds when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other lawfully available funds of the City are available for the payment of the Bonds, including amounts available under the Lease, and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other funds so available and appropriated.

Section 8 -- Maintenance of Sinking Fund. The Sinking Fund heretofore established by the City is hereby ordered to be continued and maintained as long as any of the Bonds shall remain outstanding. The funds derived from the tax levy required by Section 7 hereof or other lawfully available funds shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the interest on and principal of all bonds issued under the Act and Tax-Supported Leases, as defined in the Act, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to the Bond Payment Funds at the times and in the amounts required by Section 6 hereof.

Section 9 -- Sale of Bonds; Certificate of Award. The Designated Officers are hereby directed to sell the Bonds to the Purchasers at advertised competitive sale, the final principal amount of, the principal amortization of and the interest rate or rates on the Bonds to be

established in accordance with the requirements of Sections 1 and 2 hereof by adoption of the Certificate of Award. Each of the City Manager and Finance Director of the City is hereby authorized to execute the Certificate of Award establishing the terms of the Bonds described herein without any further action by the City Commission.

Section 10 – Bonds Registered Owners; Transfer; Exchange. As long as the Bonds executed and delivered hereunder shall remain outstanding, the Paying Agent and Registrar shall maintain an office for the Registration of such Bonds and shall also keep at such office books for such registration and transfers. The registered owner of the Bonds, as set forth in the registration books maintained by the Paying Agent and Registrar on the fifteenth day preceding an Interest Payment Date, or its assignees, for purposes of this Bond Ordinance, to the extent of its interest, shall be treated as the owner of the applicable Bonds and shall be entitled to all rights and security of the owner of the Bonds hereunder.

Upon surrender for registration of transfer of Bonds at the office of the Paying Agent and Registrar with a written instrument of transfer satisfactory to the Paying Agent and Registrar, duly executed by the registered owner or the registered owner's duly authorized attorney, the Paying Agent and Registrar shall execute and deliver, in the name of the designated transferee or transferees, one or more Bonds of the same series of any authorized denomination and of a like tenor and effect.

All Bonds, upon surrender thereof at the office of the Paying Agent and Registrar, may, at the option of the registered owner thereof be exchanged for an equal aggregate principal amount of Bonds of the same series of any authorized denomination.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Paying Agent and Registrar shall execute and deliver Bonds in accordance with the provisions of

this Section. Every such exchange or transfer of Bonds, whether temporary or definitive, shall be without charge; provided that the Paying Agent and Registrar may impose a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

Section 11 -- Disposition of Proceeds of Bonds. The proceeds of the sale of the Series 2013A Bonds shall be deposited, together with other available funds of the City, as follows: (a) accrued interest and rounding amount, if any, shall be deposited to the 2013A Bond Payment Fund created in Section 6 hereof; (b) an amount sufficient to pay the costs of issuing the Series 2013A Bonds shall be deposited to a special cost of issuance fund hereby directed to be established and designated as the "City of Paducah, Kentucky General Obligation Bonds, Series 2013A Cost of Issuance Fund" (the "Series A Cost of Issuance Fund"); and (c) the remainder of the proceeds shall be deposited to a special construction fund (the "City of Paducah 2013A Construction Fund") to be held by the construction fund depository designated in the Certificate of Award (the "2013A Construction Fund Depository") and used for the acquisition, construction, installation and equipping of the 2013A Project.

The proceeds of the sale of the Series 2013B Bonds shall be deposited, together with other available funds of the City, as follows: (a) accrued interest and rounding amount, if any, shall be deposited to the 2013B Bond Payment Fund created in Section 6 hereof; (b) an amount sufficient to pay the costs of issuing the Series 2013B Bonds shall be deposited to a special cost of issuance fund hereby directed to be established and designated as the "City of Paducah, Kentucky General Obligation Bonds, Series 2013B Cost of Issuance Fund" (the "Series B Cost

of Issuance Fund"); and (c) the remainder of the proceeds shall be deposited to a special construction fund (the "City of Paducah Construction Fund") to be held by the construction fund depository designated in the Certificate of Award (the "2013B Construction Fund Depository") and used for the acquisition, construction, installation and equipping of the 2013B Project.

Section 12 -- Further Actions. In connection with the undertaking and implementation by the City of the plan of financing herein described, which is hereby expressly directed, the Designated Officers are hereby authorized and directed to take and carry out such further necessary, desirable or appropriate actions to effect such plan of financing.

Section 13 -- Designation of Series 2013A Bonds. The City designates the Series 2013A Bonds as "qualified tax-exempt obligations" for the purposes set forth in § 265(b)(3) of the Internal Revenue Code of 1986, as amended. The City does not anticipate issuing more than \$10,000,000 of "qualified tax-exempt obligations" during calendar year 2013.

Section 14 -- Discharge of Bond Ordinance. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Bonds the total principal and interest due or to become due thereon through maturity, in the manner stipulated therein and in this Bond Ordinance, then the pledges made under this Bond Ordinance, and all covenants, agreements and other obligations of the City hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

Section 15 -- Severability. If any one or more of the provisions of this Bond Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

Section 16 -- Inconsistent Actions. All prior ordinances, resolutions, orders or parts thereof inconsistent herewith are hereby repealed.

Section 17 -- Open Meetings Compliance. All meetings of the City Commission and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.805 through 61.850.

Section 18 -- Effective Date. This Bond Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

INTRODUCED AND PUBLICLY READ ON FIRST READING on the 3rd day of September, 2013.

PUBLICLY READ, ADOPTED AND APPROVED ON SECOND READING, this the 17th day of September, 2013.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

By: _____
City Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct and complete copy of a Bond Ordinance duly enacted by the City Commission of the City at a duly convened meeting held on the 17th day of September, 2013, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand and the seal of said City as of the ____ day of _____, 2013.

City Clerk

[SEAL]

ANNEX A

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to issuer or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

COMMONWEALTH OF KENTUCKY
CITY OF PADUCAH, KENTUCKY
GENERAL OBLIGATION BOND, SERIES 2013A

No. RA-1 S _____

BOND DATE: September __, 2013

MATURITY DATE: September 1, _____

INTEREST RATE: _____ %

REGISTERED HOLDER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Paducah, Kentucky (the "City"), for value received, hereby acknowledges itself obligated to, and promises to pay to the registered holder identified above, or registered assigns, the principal sum identified above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the maturity date specified above, and to pay interest on said principal sum (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the date hereof, payable each March 1 and September 1, commencing March 1, 2014, at the Interest Rate per annum identified above, calculated on the basis of a 360 day year with 30 day months, except as the provisions hereinafter set forth with respect to prior redemption may be and become applicable hereto. The principal of and interest on this bond are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. Principal is payable at the designated corporate trust office of U.S. Bank National Association, Louisville, Kentucky, or any successor (the "Paying Agent and Registrar") or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. All interest on this bond and principal payable prior to the final maturity date shall be payable by check or draft mailed to the record date registered holder hereof at the address shown on the registration records kept by the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. The record date shall be the fifteenth day of the month preceding each interest payment date.

This Bond is one of an issue of Bonds of like tenor and effect, except as to denomination and maturity, numbered from RA-1 upward, inclusive, of the denomination of \$5,000 or any

integral multiple thereof originally aggregating _____ dollars (\$_____) in principal amount, issued for the purpose of (i) financing a portion of the costs of the renovation and improvement of a municipal pool (the "Project") and (ii) paying the costs of issuance of the Bonds, all pursuant to and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the City Commission of the City on the 17th day of September, 2013 (the "Bond Ordinance") upon the affirmative vote of at least a majority of the members of its City Commission at a public meeting duly and regularly held, and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Bond and the issue of which it forms a part is a general obligation of the City and the full faith, credit and revenue of the City are pledged to the payments due hereunder. THIS BOND IS CONTINUALLY SECURED BY THE FAITH, CREDIT AND REVENUE OF THE CITY.

The Bonds mature on the 1st day of September of the following years, in the respective principal amounts and bear interest at the following rates of interest:

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate Per Annum</u>
September 1, 2014		
September 1, 2015		
September 1, 2016		
September 1, 2017		
September 1, 2018		
September 1, 2019		
September 1, 2020		
September 1, 2021		
September 1, 2022		
September 1, 2023		
September 1, 2024		
September 1, 2025		
September 1, 2026		
September 1, 2027		
September 1, 2028		

The Bonds maturing on or after September 1, 2024 shall be subject to optional redemption prior to their maturity on any date on or after September 1, 2023, in whole or in part, in such order of maturity as shall be designated in writing by the City, and by lot within a maturity, at the election of the City upon 35 days' written notice to the Paying Agent and Registrar at a redemption price equal to the par amount thereof, plus accrued interest to the date of redemption.

[INSERT ANY MANDATORY SINKING FUND REDEMPTION REQUIREMENTS]

At least thirty (30) days before the redemption date of any Bonds the Paying Agent and Registrar shall cause a notice of such redemption signed by the Paying Agent and Registrar to

be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the City, as such, either directly or through the City, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Bond.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Bond, or in the creation of the obligations of which this Bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law; that the faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Bond is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Bond as it falls due and to provide for the redemption of this Bond at maturity or upon earlier redemption.

IN WITNESS WHEREOF, the City has caused this Bond to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its City Clerk and an impression or facsimile of the City's seal to be imprinted hereon, as of the date set forth above.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

(SEAL)

Attest:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is to certify that this Bond is one of the Bonds described hereinabove.

Authorized Signature
U.S. Bank National Association
Paying Agent and Registrar

Date of Authentication: _____

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Peck, Shaffer & Williams LLP, Attorneys, Covington, Kentucky, regarding the issue of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

City Clerk

[FORM OF APPROVING OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

(please print or typewrite social security number or other identifying number and name and
address of transferee)

the within Bond and does hereby irrevocably constitute and appoint the _____

_____ or its successor as Bond Paying Agent and Registrar to transfer the said

Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Note: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ANNEX B

Unless this certificate is presented by an authorized representative of The Depositor Trust Company, a New York corporation ("DTC") to issuer or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

COMMONWEALTH OF KENTUCKY
CITY OF PADUCAH, KENTUCKY
TAXABLE GENERAL OBLIGATION BOND, SERIES 2013B

No. RA-1 \$ _____

BOND DATE: September __, 2013

MATURITY DATE: September 1, _____

INTEREST RATE: _____ %

REGISTERED HOLDER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Paducah, Kentucky (the "City"), for value received, hereby acknowledges itself obligated to, and promises to pay to the registered holder identified above, or registered assigns, the principal sum identified above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the maturity date specified above, and to pay interest on said principal sum (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the date hereof, payable each March 1 and September 1, commencing March 1, 2014, at the Interest Rate per annum identified above, calculated on the basis of a 360 day year with 30 day months, except as the provisions hereinafter set forth with respect to prior redemption may be and become applicable hereto. The principal of and interest on this bond are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. Principal is payable at the designated corporate trust office of U.S. Bank National Association, Louisville, Kentucky, or any successor (the "Paying Agent and Registrar") or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. All interest on this bond and principal payable prior to the final maturity date shall be payable by check or draft mailed to the record date registered holder hereof at the address shown on the registration records kept by the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. The record date shall be the fifteenth day of the month preceding each interest payment date.

This Bond is one of an issue of Bonds of like tenor and effect, except as to denomination and maturity, numbered from RB-1 upward, inclusive, of the denomination of \$5,000 or any

integral multiple thereof originally aggregating _____ dollars (\$_____) in principal amount, issued for the purpose of financing (i) the construction of improvements to an industrial/distribution facility located within the City to be leased to a Kentucky subsidiary of Macco Organiques Incorporated, a Canadian corporation, for use in furtherance of economic development within the City, (ii) the acquisition, construction, installation and equipping of an approximately 30,000 square foot building to be located on property being leased jointly by the City and the County of McCracken, Kentucky (the "County") and to be subleased to TeleTech Services Corporation, a Colorado corporation, for use in furtherance of economic development within the City (collectively, the "Project") and (iii) paying the costs of issuance of the Bonds, all pursuant to and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the City Commission of the City on the 17th day of September, 2013 (the "Bond Ordinance") upon the affirmative vote of at least a majority of the members of its City Commission at a public meeting duly and regularly held, and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Bond and the issue of which it forms a part is a general obligation of the City and the full faith, credit and revenue of the City are pledged to the payments due hereunder. THIS BOND IS CONTINUALLY SECURED BY THE FAITH, CREDIT AND REVENUE OF THE CITY.

The Bonds mature on the 1st day of September of the following years, in the respective principal amounts and bear interest at the following rates of interest:

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate Per Annum</u>
September 1, 2014		
September 1, 2015		
September 1, 2016		
September 1, 2017		
September 1, 2018		
September 1, 2019		
September 1, 2020		
September 1, 2021		
September 1, 2022		
September 1, 2023		
September 1, 2024		
September 1, 2025		
September 1, 2026		
September 1, 2027		
September 1, 2028		

The Bonds maturing on or after September 1, 2024 shall be subject to optional redemption prior to their maturity on any date on or after September 1, 2023, in whole or in part, in such order of maturity as shall be designated in writing by the City, and by lot within a maturity, at the election of the City upon 35 days' written notice to the Paying Agent and

Registrar at a redemption price equal to the par amount thereof, plus accrued interest to the date of redemption.

[INSERT ANY MANDATORY SINKING FUND REDEMPTION REQUIREMENTS]

At least thirty (30) days before the redemption date of any Bonds the Paying Agent and Registrar shall cause a notice of such redemption signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the City, as such, either directly or through the City, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Bond.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Bond, or in the creation of the obligations of which this Bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law; that the faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Bond is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Bond as it falls due and to provide for the redemption of this Bond at maturity or upon earlier redemption.

IN WITNESS WHEREOF, the City has caused this Bond to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its City Clerk and an impression or facsimile of the City's seal to be imprinted hereon, as of the date set forth above.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

(SEAL)

Attest:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is to certify that this Bond is one of the Bonds described hereinabove.

Authorized Signature
U.S. Bank National Association
Paying Agent and Registrar

Date of Authentication: _____

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Peck, Shaffer & Williams LLP, Attorneys, Covington, Kentucky, regarding the issue of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

City Clerk

[FORM OF APPROVING OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

(please print or typewrite social security number or other identifying number and name and
address of transferee)

the within Bond and does hereby irrevocably constitute and appoint the _____

_____ or its successor as Bond Paying Agent and Registrar to transfer the said
Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Note: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Agenda Action Form Paducah City Commission

Meeting Date: September 3, 2013

Short Title: Change Order #1 for the Purchase of Two new Triple Combination Pumper Trucks for use by the Paducah Fire Department

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
Steve Kyle, Fire Chief

Background Information:

On March 19, 2013, Ordinance #2013-03-8022 was adopted accepting the bid from Bluegrass Fire Equipment Company, Inc., as the Vendor and Pierce Manufacturing, Inc. as the Manufacturer for the purchase of Two Triple Combination Pumper Trucks for use by the Paducah Fire Department for the pre-payment amount of \$832,354.00. On April 11, 2013, the contract for the two Fire Pumper Trucks was executed, pre-payment was made and the process of manufacturing the Fire Pumper Truck began. As assembly progressed on the Pumper Trucks, it was discovered that certain items should be added to the original contract order.

Attached is Change Order #1 listing the specific items, resulting in an increase of \$3,366.00. Therefore, with the addition of this Change Order #1, the new contract price for the Two Triple Combination Pumper Trucks will be \$835,720.00.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Fleet Fund
Account Number: 071-0210-542-4011

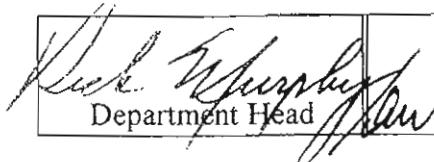
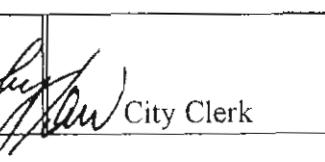
Finance

Staff Recommendation:

To adopt an Ordinance authorizing Change Order #1 with Bluegrass Fire Equipment Company, Inc., as the Vendor along with Pierce Manufacturing, Inc. as the Manufacturer for the purchase of Two Triple Combination Pumper Trucks to be used by the Paducah Fire Department in the amount of \$3,366.00, increasing the contract amount to \$835,720.00.

Attachments:

Change Order #1, Original Contract, Original Ordinance

 Department Head	 City Clerk	 City Manager
--	---	------------------

CITY OF PADUCAH
ENGINEERING PUBLIC-WORKS DEPARTMENT
CHANGE ORDER

CHANGE ORDER NO: 1
DATE: August 26, 2013
NAME OF PROJECT: Two Triple Combination Pumper Trucks
OWNER: City of Paducah, Kentucky
VENDOR: Bluegrass Fire Equipment Company and
Pierce Manufacturing Company, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Additions to the Purchase of Two Pumper Trucks Authorized by Ordinance #2013-3-8022:

Full width step rear of body below hosebed	\$433.00	Each	x	2	Trucks	<u>\$866.00</u>
Two additional folding steps with handrails and lights	\$989.00	Each	x	2	Trucks	<u>\$1,978.00</u>
12V spare wiring added in compartments D1-D3-P1-P3	\$261.00	Each	x	2	Trucks	<u>\$522.00</u>

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY:	<u>\$3,366.00</u>
ORIGINAL CONTRACT PRICE:	<u>\$832,354.00</u>
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	<u>\$0.00</u>
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE:	<u>\$835,720.00</u>
THE CONTRACT TIME WILL BE INCREASED BY:	<u>0 Days</u>

APPROVALS REQUIRED:


VENDOR - PIERCE MANUFACTURING INC.

8-28-13
DATE


VENDOR - BLUEGRASS FIRE EQUIPMENT COMPANY

8-28-13
DATE

CITY ENGINEER-PUBLIC WORKS DIRECTOR

DATE

MAYOR:

DATE

ADOPTED

AN ORDINANCE ACCEPTING THE BID OF BLUEGRASS FIRE EQUIPMENT COMPANY AND PIERCE MANUFACTURING, INC., FOR SALE TO THE CITY OF TWO TRIPLE COMBINATION PUMPER TRUCKS FOR USE BY THE FIRE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BLUEGRASS FIRE EQUIPMENT COMPANY AND PIERCE MANUFACTURING COMPANY, INC.

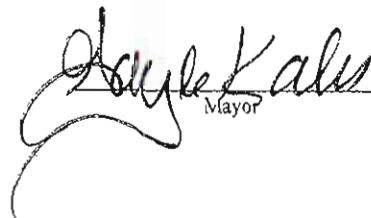
BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Bluegrass Fire Equipment Company as the vendor and Pierce Manufacturing, Inc. as the manufacturer in the amount of \$863,588.00, for sale to the City of two Triple Combination Pumper Trucks, for use by the Fire Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Bluegrass Fire Equipment Company and Pierce Manufacturing, of February 15, 2013. However, Pierce Manufacturing Company, Inc. has proposed a deduction in the amount of \$31,234.00 from the proposal price if the City makes a 100% prepayment for the Triple Combination Pumper Truck upon contract acceptance. If the 100% prepayment is approved, the price for the new Triple Combination Pumper Truck would then be \$832,354.00.

SECTION 2. The Mayor is hereby authorized to execute a contract between the City of Paducah, Bluegrass Fire Equipment Company, and Pierce Manufacturing, Inc. for the purchase of two Triple Combination Pumper Trucks, 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 Fleet Fund account, 070-0210-542-4005.

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



Doyle Kalu
Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 12, 2013
Adopted as Amended by the Board of Commissioners, March 19, 2013
Recorded by Tammara S. Sanderson, City Clerk, March 19, 2013
Published by The Paducah Sun, _____
ord/pworks/truck-fire-triple combination pumper 2013

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT FOR TWO TRIPLE COMBINATION PUMPER TRUCKS
FOR USE BY THE FIRE DEPARTMENT

THIS AGREEMENT, made this 11th day of APRIL, 2013 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and BLUEGRASS FIRE EQUIPMENT COMPANY, INC., hereinafter called the VENDOR, and PIERCE MANUFACTURING, INC., hereinafter called the MANUFACTURER, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Manufacturer shall provide and the Vendor shall deliver **Two Triple Combination Pumper Trucks for use by the City Fire Department** in full compliance with the Specifications as contained in the Bid Proposal Dated February 15, 2013. The Two Pumper Trucks supplied shall be in accordance with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor and Manufacturer hereby agrees to commence ~~work~~ under this and to fully complete the delivery of the Two Pumper Trucks within Seven (7) Months as ~~directed~~ by the Notice To Proceed.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Vendor and Manufacturer for the performance of the Contract, subject to additions and deductions provided therein the following amount:

- Eight Hundred Sixty Three Thousand, Five Hundred Eighty ~~Eight~~ Dollars and No Cents (\$863,588.00) for **Two Triple Combination Pumper Trucks** as quoted in the aforementioned Bid Proposal.
- With a Total Pre-Payment Discount Savings of Thirty One ~~Thousand~~, Two Hundred Thirty Four Dollars and No Cents (\$31,234.00) as offered by the ~~Manufacturer~~.
- Therefore, the FINAL PRE-PAYMENT AMOUNT shall be **Eight Hundred Thirty Two Thousand, Three Hundred Fifty Four Dollars and No Cents** (\$832,354.00) for the purchase of **Two Triple Combination Pumper Trucks**.

Which total Prepay Amount shall constitute full compensation for the purchase of the Two Triple Combination-Pumper Truck authorized herein.

ARTICLE 4. PAYMENTS

The Total Pre-Payment Amount will be made in full upon execution of the contract in accordance with the Pre-Payment Discount.

ARTICLE 5. THE CONTRACT DOCUMENTS

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

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

BLUEGRASS FIRE EQUIPMENT CO, INC
VENDOR

BY John Baker
John Baker, President

ADDRESS:
P. O. Box 23174
Lexington, Kentucky 40523

CITY OF PADUCAH, KENTUCKY

BY Gayle Kaler
Gayle Kaler, Mayor

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

PIERCE MANUFACTURING, INC.
MANUFACTURER

BY Timothy Williams
Name and Title

ADDRESS:
P. O. Box 2017
Appleton, Wisconsin 54912-2017

Agenda Action Form

Paducah City Commission

Meeting Date: September 3, 2013

Short Title: Authorize a Contract with Harper Construction, LLC, for the Construction of the Greenway Trail Phase II Project

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:

On Wednesday, August 14, 2013, sealed bids were opened and read aloud for the Greenway Trail Phase II Project. Five responsive and responsible bids were received, with Harper Construction, LLC, submitting the lowest bid in the amount of \$672, 502.45. This bid was below the revised construction cost estimate.

This Project is primarily funded with a FHWA Transportation Enhancement Grant administered by the Kentucky Transportation Cabinet Office of Local Programs (KYTC-OLP) in the amount of \$500,000 with a 20% City match. The sources of the City funds are available from the Boyles Estate Community Foundation and the remainder of the Greenway Trail Phase I funds.

As required by the FHWA grant LPA process, documentation was forwarded to the KYTC-OLP recommending the award of the Project to Harper Construction, LLC, and confirmation was received from Ms. Kim Tompkins on August 28, 2013, copy attached.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Greenway Trail Phase II
Account Number: 040-8821-536-2307 PA0078

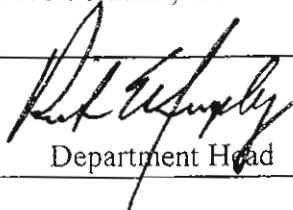
ADA 8/29/13
Finance

Staff Recommendation:

To receive and file the bids and adopt an Ordinance authorizing the Mayor to execute a contract with Harper Construction, LLC, in the amount of \$672,502.45 for construction of the Greenway Trail Phase II Project

Attachments:

Bids, Advertisement, KYTC-OLP Documentation, Proposed Contract

 Department Head	City Clerk	City Manager
--	------------	--------------

OFFICIAL BIDDER OF RECORD:				Harper Construction LLC Jay Edwards, Vice President 616 Northview Street Paducah, KY 42001		Wilkins Construction Co., Inc Jeff Wilkins, President 514 Louisiana Street Paducah, KY 42002-3027		A & K Construction, Inc. Bill Boyd, Vice President 100 Calloway Court Paducah, KY 42001		Pinnacle, Inc Dennis Smith, President P O Box 352 Benton, KY 42025-0352		Hi-Way Paving, Inc James Taylor, President 4343 Weaver Ct Hilliard, O: 43026-0550	
ITEM NO	DESCRIPTION	Quantity	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
00001	DGA BASE	2182	TON	\$18.00	\$39,276.00	\$22.00	\$48,024.00	\$19.87	\$43,333.34	\$21.00	\$45,843.00	\$28.00	\$61,124.00
00001	CRUSHED AGGREGATE S.S.ZE NO. 57	233	TON	\$20.00	\$4,660.00	\$28.00	\$6,524.00	\$21.36	\$4,976.68	\$23.00	\$5,359.00	\$32.00	\$7,456.00
00100	ASPHALT SEAL AGGREGATE	13	TON	\$400.00	\$5,200.00	\$100.00	\$1,300.00	\$382.56	\$4,973.28	\$112.00	\$1,456.00	\$50.00	\$650.00
00102	ASPHALT SEAL, COAT, RS-2	2	TON	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00	\$2,439.25	\$4,878.50	\$2,388.00	\$4,776.00	\$500.00	\$1,000.00
01000	PERFORATED PIPE, 4 IN.	230	LF	\$7.75	\$1,782.50	\$4.00	\$920.00	\$6.17	\$1,419.10	\$9.00	\$2,070.00	\$4.00	\$920.00
01577	DROP BOX, INLET TYPE 14	3	EACH	\$1,275.00	\$3,825.00	\$1,800.00	\$5,400.00	\$1,393.58	\$4,180.74	\$1,466.00	\$4,398.00	\$2,500.00	\$7,500.00
02084	JOB PAVEMENT, 6 IN.	120	SQYD	\$50.00	\$6,000.00	\$72.00	\$8,640.00	\$56.08	\$6,729.60	\$59.00	\$7,080.00	\$101.00	\$12,120.00
02200	ROADWAY EXCAVATION	2,300	CUYD	\$13.25	\$30,475.00	\$20.00	\$46,000.00	\$14.21	\$32,883.00	\$15.00	\$34,500.00	\$55.00	\$126,500.00
02220	FLOWABLE FILL	12	CUYD	\$100.00	\$1,200.00	\$95.00	\$1,140.00	\$109.30	\$1,311.60	\$115.00	\$1,380.00	\$210.00	\$2,520.00
02231	STRUCTURE GRANULAR BACKFILL	138	CUYD	\$36.00	\$4,968.00	\$48.00	\$6,624.00	\$38.35	\$5,291.30	\$41.00	\$5,652.00	\$150.00	\$20,700.00
02351	GUARDRAIL, STEEL, A BEAMS FACE	320	LF	\$40.00	\$12,800.00	\$20.00	\$6,400.00	\$22.41	\$7,171.20	\$58.00	\$18,560.00	\$20.00	\$6,400.00
02361	GUARDRAIL END TREATMENT TYPE 1	4	EACH	\$3,000.00	\$12,000.00	\$2,310.00	\$9,240.00	\$2,513.90	\$10,055.60	\$3,239.00	\$12,956.00	\$2,300.00	\$9,200.00
02562	SIGNS, PERMANENT	65	SQFT	\$22.69	\$1,474.85	\$50.00	\$3,250.00	\$81.98	\$5,328.70	\$86.00	\$5,590.00	\$75.00	\$4,875.00
02568	MOBILIZATION 5%	1	LS	\$31,523.93	\$31,523.93	\$30,000.00	\$30,000.00	\$18,667.35	\$18,667.35	\$45,819.80	\$45,819.80	\$46,000.00	\$46,000.00
02569	DEMOBILIZATION 5%	1	LS	\$10,500.00	\$10,500.00	\$12,000.00	\$12,000.00	\$12,137.83	\$12,137.83	\$14,000.00	\$14,000.00	\$14,100.00	\$14,100.00
02579	HANDRAIL, TYPE A, PAINTED STEEL	185	LF	\$82.00	\$15,170.00	\$37.00	\$6,845.00	\$46.06	\$8,511.10	\$125.00	\$23,125.00	\$106.00	\$19,710.00
02580	MAINTAIN & CONTROL TRAFFIC	1	LS	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$9,602.01	\$9,602.01	\$22,570.00	\$22,570.00	\$17,000.00	\$17,000.00
03385	PVC PIPE, 4 IN, DR 25	10	LF	\$27.48	\$274.80	\$54.00	\$540.00	\$30.04	\$300.40	\$32.00	\$320.00	\$50.00	\$500.00
03386	PVC PIPE, 6 IN, DR 25	20	LF	\$36.35	\$727.00	\$72.00	\$1,440.00	\$39.18	\$783.60	\$41.00	\$820.00	\$30.00	\$600.00
03391	PVC PIPE, 12 IN, DR 25	365	LF	\$36.73	\$13,406.45	\$35.00	\$12,775.00	\$40.15	\$14,654.75	\$43.00	\$15,690.00	\$60.00	\$21,900.00
05985	SEEDING AND PROTECTION	10,210	SQYD	\$4.00	\$41,640.00	\$0.50	\$5,105.00	\$0.98	\$10,005.80	\$0.45	\$4,594.50	\$0.45	\$4,594.50
06514	PAVE STRIPING-PERMA PAINT, 4 IN.	6,282	LF	\$0.40	\$2,512.80	\$0.45	\$2,827.35	\$0.44	\$2,764.82	\$0.50	\$3,141.00	\$0.40	\$2,512.80
08001	STRUCTURE EXCAVATION COMMON	1,620	CUYD	\$13.75	\$22,275.00	\$16.00	\$25,920.00	\$15.03	\$24,348.60	\$16.00	\$25,920.00	\$12.00	\$19,440.00
08100	CONCRETE-CLASS A	164	CUYD	\$331.00	\$54,284.00	\$640.00	\$104,960.00	\$597.48	\$97,986.72	\$524.00	\$85,936.00	\$509.00	\$83,476.00
08100	CONCRETE-CLASS M	48	CUYD	\$316.58	\$15,195.84	\$336.00	\$16,128.00	\$266.04	\$12,769.92	\$389.00	\$18,700.00	\$325.00	\$15,600.00
08150	STEEL REINFORCEMENT	28,379	LB	\$0.96	\$27,243.84	\$1.00	\$28,379.00	\$1.49	\$42,274.71	\$1.00	\$28,379.00	\$1.50	\$42,568.50
20000ED	SIDEWALK, 6 IN CONCRETE	7,200	SQYD	\$26.25	\$18,840.00	\$36.00	\$25,920.00	\$42.88	\$30,693.60	\$41.00	\$29,520.00	\$41.00	\$29,520.00
20010ED	ELECTRICAL	1	LS	\$33,000.00	\$33,000.00	\$27,230.00	\$27,230.00	\$30,134.01	\$30,134.01	\$31,700.00	\$31,700.00	\$27,670.00	\$27,670.00
21205ED	PAVE MARK STOP BAR, 24 IN PAINT	68	LF	\$10.00	\$680.00	\$11.00	\$748.00	\$10.93	\$743.24	\$11.50	\$782.00	\$10.00	\$680.00
21350ED	SAWCUT PAVEMENT	60	LF	\$2.50	\$1,500.00	\$5.00	\$3,000.00	\$5.47	\$328.20	\$5.00	\$3,000.00	\$7.00	\$420.00
21415ED	EROSION CONTROL	1	LS	\$14,773.00	\$14,773.00	\$5,250.00	\$5,250.00	\$5,307.00	\$5,307.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00
21804EN	3-SIDED CULVERT W/ HEADWALL	52	LF	\$1,322.34	\$68,761.68	\$1,775.00	\$92,300.00	\$1,882.40	\$97,884.80	\$1,913.00	\$99,736.00	\$1,567.00	\$81,484.00
22166ED	TRENCH DRAIN	20	LF	\$156.00	\$3,120.00	\$220.00	\$4,400.00	\$137.85	\$2,757.00	\$311.00	\$6,220.00	\$350.00	\$7,000.00
06601VC	PAVEMENT MARKING-PAINT 4 WORDS	6	EACH	\$275.00	\$1,650.00	\$305.00	\$1,830.00	\$300.58	\$1,803.48	\$315.00	\$1,890.00	\$275.00	\$1,650.00
06602VC	PAVEMENT MARKING-PAINT 8 WORDS	2	EACH	\$325.00	\$650.00	\$360.00	\$720.00	\$355.23	\$710.46	\$374.00	\$748.00	\$325.00	\$650.00
06603VC	PAVEMENT MARKING-PAINT SYMBOL	2	EACH	\$250.00	\$500.00	\$275.00	\$550.00	\$273.25	\$546.50	\$288.00	\$576.00	\$250.00	\$500.00
TOTAL BID				\$672,502.45		\$798,882.35		\$839,993.62		\$976,215.80		\$998,667.70	

Mobilization and Demobilization Amount Verification

Total Bid without Mob & Demob	\$630,478.52	\$756,882.35	\$809,188.44	\$916,396.00	\$938,567.70
Mobilization Amount = 5% or Less	\$31,523.93	\$37,844.12	\$40,459.42	\$45,819.80	\$46,928.39
Demobilization Amount = 1.5% Min amount	\$9,457.18	\$11,353.24	\$12,137.83	\$13,745.94	\$14,078.52

NOTE: According to KDOT Specification Section 111, Mobilization and Demobilization Bid Amounts for Mob and Demob are to be adjusted if not compliant to the Mob and Demob requirements.

OFFICIAL BIDDER OF RECORD:	Contact: Mailing Address:	Harper Construction, LLC Jay Edwards, Vice President 616 Northview Street Paducah, KY 42001	Wilkins Construction Co., Inc Jeff Wilkins, President 514 Louisiana Street Paducah, KY 42002-3027	A & K Construction, Inc Bill Boyd, Vice President 100 Calloway Court Paducah, KY 42001	Pinnacle, Inc. Dennis Smith, President P O Box 352 Benton, KY 42025-0352	Hi-Way Paving, Inc. James Taylor, President 4343 Weaver Ct Hilliard, Oh 43026-0550
OWNER EVALUATION OF BIDS:						
REQUIRED DOCUMENTS:						
1. Bid Bond - 5% of Bid	Yes	Yes	Yes	Yes	Yes	Yes
2. Bidder's Certification Section 00325 - Signed and Notarized	Yes	Yes	Yes	Yes	Yes	Yes
3. Bidder and all Subcontractors KYTC including DBEs Certification	Yes	Yes	Yes	Yes	Yes	Yes
Subcontractors - DBE Subcontractors	Central Paving	Brehm Striping	Central Paving	Vic Enterprises - DBE 8.10%	Vic Enterprises - DBE 8%	
	Jays Electric	Jag Inc. DBE 11%	Gaddie-Shamrock	Jays Electrical	Bourne-Clark	
	Brehm Striping		Bourne Clark	Brehm Striping	Brehm Striping	
	Vic Enterprises - DBE 9%		Jays Electric	Gaddie-Shamrock	James Sanders Nursery	
	Gaddie Shamrock		Brehm Striping	James Sanders Nursery	Jays Electric	
			DBE - 0%	Central Paving		
RESPONSIVE & RESPONSIBLE BIDDER:	Yes	Yes	Yes	Yes	Yes	
BID RECOMMENDED FOR ACCEPTANCE	Yes	No	No	No	No	

Angela Weeks

From: Tompkins, Kimberly (KYTC) <Kimberly.Tompkins@ky.gov>
Sent: Wednesday, August 28, 2013 8:23 AM
To: Angela Weeks
Cc: Cheryl Meadows; Steve Ervin; Mark Thompson; Rick Murphy; Stansel, Rick (KYTC); Jones, Michael (KYTC); Jones, Jackie (KYTC)
Subject: City of Paducah-Greenway Trail Phase II Project - Notice to Proceed with Award for Construction

The Kentucky Transportation Cabinet, Office of Local Programs (KYTC OLP) has received and reviewed the competitive bid documents submitted for the subject project.

Based on documents as submitted, KYTC OLP approves the award to Harper Construction, LLC.

Please continue to adhere to the provisions of the Federal-Aid Highway Program Project Development Guide for Local Public Agencies. Failure to follow these provisions can adversely affect your project. All changes and alterations to your project must be submitted to this office prior to construction or purchasing for review and compliance with State and Federal Regulations.

We look forward to working with you to move this project forward. If you have any questions, please contact OLP at (502) 564-2060.

Kim Tompkins

Program Coordinator/IPAIII
Office of Local Programs
Dept of Rural & Municipal Aid
Kentucky Transportation Cabinet
6th Floor East
200 Mero Street
Frankfort, KY 40622
502-564-2060 General Office Phone
502-782-4737 Direct Line
502-564-6615 fx
transportation.ky.gov

We have opened an Application Cycle for both old TE and New TAP funds! Applications will be accepted until Close of Business October 24th. If you have a project ready *and match is available*, Here is a link to the [TAP Application](#) .

From: Stansel, Rick (KYTC)
Sent: Tuesday, August 27, 2013 4:12 PM
To: Tompkins, Kimberly (KYTC)
Cc: Jones, Michael (KYTC); Jones, Jackie (KYTC)
Subject: City of Paducah-Greenway Trail Phase II Project

There were five (5) bids submitted on the subject project. The bids are as follows:

Harper Construction, LLC	\$672,502.45	-30.71%	Prequalified
Wilkins Construction Co., Inc.	\$798,882.25	-17.69%	Prequalified
A & K Construction, Inc.	\$839,993.62	-13.45%	Prequalified
Pinnacle, Inc.	\$976,251.80	+0.58%	Prequalified
Hi-Way Paving, Inc.	\$998,667.70	+2.89%	Prequalified
Engineer's Estimate	\$970,581.00		

Harper Construction, LLC bid is (-) \$298,078.55 or (-)30.71% below the Engineer's Estimate.

There was a **8% DBE Goal** established for this project.

The project was advertised for **24 days** and was placed on Construction Procurement's website.

Harper Construction, LLC will utilize Vic Enterprises a KYTC Certified and Prequalified DBE. Vic Enterprises will be performing incidental work items such as guardrail, seeding and sidewalk in the amount of \$53,822.29 or 8% DBE Participation. Harper did certify their DBE participation in the proposal.

Based on Harper Construction, LLC bid being 30.71% under the Engineer's Estimate and Harper meeting the DBE Goal with 8% participation, I recommend that the City of Paducah be issued a Notice to Proceed to Award for Construction.

According to the documents submitted by the city there are funds to construct this project.

If you have any questions or comments, please advise.

Rick Stansel



CITY OF PADUCAH

300 South 5th Street

P. O. Box 2267

Paducah, KY 42002-2267

www.paducahky.gov

Rick Murphy, PE.
Civ. Engineer

Phone: (270) 444-8511

Fax: (270) 444-8689

August 22, 2013

Rick Stansel
Kentucky Transportation Cabinet
Office of Local Programs
200 Mero Street
Frankfort, KY 40622

RE: Greenway Trail Phase II Project - Bid Acceptance Recommendation

Dear Mr. Stansel:

On Wednesday, August 14, 2013, sealed bids were opened and read aloud for the Greenway Trail Phase II Project. Five responsive and responsible bids were received, with Harper Construction, LLC, submitting the lowest bid. The City of Paducah would like to recommend acceptance of the low bid of Harper Construction, LLC, in the amount of \$672,502.45. In accordance with the documents included herein, I am requesting KYTC's concurrence with the City of Paducah's recommendation to award this project to Harper Construction, LLC.

Copies of the following documents related to this bid opening have been attached:

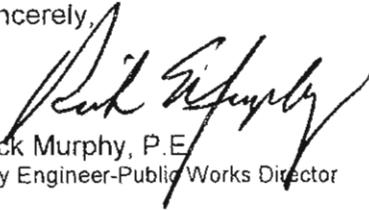
- o Bid Documents of the responsive bids received, including:
 - o Bid Proposals
 - o Bid Bonds
 - o Signed Contractor's Certification form
 - o KYTC Prequalification Certifications of each Contractor
 - o KYTC Prequalification Certifications of each Subcontractor
 - o KYTC Prequalification Certifications of each DBE Subcontractor
 - o DBE Information Certification
- o Harper Construction, LLC - Additional Documentation
 - o DBE Plan/Subcontract Request Form TC 14-35
- o Bid Tabulation of Bids received
- o Revised Construction Cost Estimate
- o Revised Budget Information
- o Advertisement
- o Addendum #1

Rick Stansel
August 22, 2013
Page 2 of 2

As you are aware, the construction season is upon us and we would like to proceed as soon as possible. Therefore, any consideration to expediting our request would be greatly appreciated.

In the event you or a member of your staff have any questions or require additional information, please contact Ms. Angela Weeks of my office at 270-444-8511.

Sincerely,



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

RM:aw

- c: Gayle Kaler, Mayor
- Jeff Pederson, City Manager
- Mark Thompson, Parks Director
- Steve Ervin, Planning Director
- Jon Perkins, Finance Director
- Jessica Herring, KYDOH District One

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

GREENWAY TRAIL PHASE II PROJECT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2013 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and HARPER CONSTRUCTION, LLC, hereinafter called the CONTRACTOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

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

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

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **One Hundred and Fifty (150) consecutive calendar days** thereafter.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of **Two Hundred and Fifty Dollars (\$250.00)** for each consecutive calendar day for failure to meet the final completion date and the total amount shall be withheld from the final payment as provided in accordance with the Specifications.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **Six Hundred Seventy Two Thousand Five Hundred Two Dollars and Forty Five Cents (\$672,502.45)** as quoted in the Bid Proposal by the Contractor dated August 14, 2013, which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

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

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

HARPER CONSTRUCTION, LLC

BY _____
TITLE _____

ADDRESS:
616 Northview Street
Paducah, Kentucky 42001

CITY OF PADUCAH, KENTUCKY

BY _____
Gayle Kaler, Mayor

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

Agenda Action Form Paducah City Commission

Meeting Date: September 1, 2013

Short Title: AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND EXECUTE ALL DOCUMENTS NECESSARY WITH MARCUM ENGINEERING LLC, FOR THE FINAL PHASE JULIAN CARROLL CONVENTION CENTER RENOVATION PROJECT

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Doolittle
Presentation By: Doolittle

Background Information:

This is to provide scoping, engineering, design and bid documents for the final phase of the convention center and showroom project. The primary goal of this design work is to create design work for alterations to the kitchen area and the old hotel Showroom. Since this job is primarily engineering, e.g. mechanical, electrical, and plumbing, a local architecture firm will be sub-contracted by the Engineer. It will be Peck, Flannery, Gream, and Warren of Paducah. The design was **not** bid for two reasons. First, professional services are not required to be bid by city code or state procurement statute. And secondly, these are the same engineers, architects, and designers for all previous phases of this project. They have the most built up knowledge base of the building and its mechanical and electrical systems. It's critical to do this work now, since we are actively seeking to sell the air dome and the hotel is nearing its construction schedule. The contract proposes a fee schedule to be 10% of the construction.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: DT0031
 Account Number: 040 4411 592 2307

Finance

Staff Recommendation:

The staff recommends that the Mayor and City Board of Commissioners award Marcum Engineering of Paducah with this design contract. An appropriation for this award was not included in this budget, but may be added to the eventual bond that will be used for this particular capital improvement.

 Department Head	City Clerk	City Manager
--	------------	--------------



AIA[®] Document B102[™] – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 30th day of April in the year 2013
(In words, indicate day, month and year.)

Thirtieth day of April in the year Two Thousand Thirteen

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Paducah Kentucky
300 South 5th Street
Paducah, KY 42001

and the Architect:

(Name, legal status, address and other information)

Marcum Engineering, LLC
500 South 17th Street
Paducah, KY 42003

NOTE: All further references to Architect shall be inferred to mean Engineer.

for the following Project:

(Name, location and detailed description)

Julian Carroll Convention Center Renovation Final Phase
Paducah, Kentucky

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Design services and construction administration for the renovation of the remaining areas of the Julian Carroll Convention Center.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability

See attached "Certificate of Liability Insurance"

- .2 Automobile Liability

See attached "Certificate of Liability Insurance"

- .3 Workers' Compensation

See attached "Certificate of Liability Insurance"

Init.

4 Professional Liability

See attached "Certificate of Liability Insurance"

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

Init.

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 4.3 of this Agreement

Init.

Litigation in a court of competent jurisdiction

Other (*Specify*)

§ 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

7.875% of construction cost and 6.3% of valued cost of any work not constructed.

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of Ten percent (10 %) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

Not applicable.

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One and One Half Percent % 1.5

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to

any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not applicable.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:
 - .3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Certificates of Liability Insurance
Rate and Reimbursement Schedule

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Gayle Kaler Mayor

(Printed name and title)

ARCHITECT

Basil D. Oliver 5/1/13

(Signature)

Baccus L. Oliver Principal Engineer

(Printed name and title)



MARCUM
ENGINEERING, LLC

500 South 17th Street
P.O. Box 120
Paducah, KY 42002-0120
Phone (270) 444-9274; Fax (270) 443-1904
www.marcumengineering.net

RATE AND REIMBURSEMENT SCHEDULE

PRINCIPAL	\$115.00/HR
PROJECT MANAGER	\$105.00/HR
PROJECT ENGINEER	\$ 75.00/HR
ENGINEER	\$ 70.00/HR
CONSTRUCTION ADMINISTRATOR	\$ 75.00/HR
SENIOR DESIGNER	\$ 85.00/HR
DESIGNER	\$ 65.00/HR
SENIOR DRAFTER	\$ 50.00/HR
DRAFTER	\$ 40.00/HR
CLERICAL	\$ 40.00/HR
MILEAGE – Subject to Change Based on IRS Guidelines	\$ 0.50/MI
PREAPPROVED TRAVEL EXPENSES (incl. mileage, lodging, and meals)	REIMBURSEMENT OF FURNISHED RECEIPTS
REPRODUCTION OF PLANS	\$ 0.30/FT. ² INHOUSE or PRINTER'S INVOICED AMOUNT PLUS 15%
REPRODUCTION OF SPECIFICATIONS	\$ 0.30/SHEET INHOUSE or PRINTER'S INVOICED AMOUNT PLUS 15%
COURIER SERVICE (UPS, FEDEX, ETC.)	INVOICED AMOUNT PLUS 15%
PLAN SETS FOR BUILDING CODE REVIEW	APPLICATION FEE PLUS 15% AND REPRODUCTION COSTS
SCANNED DOCUMENTS	\$3.50/SHEET

1. SCHEDULE IS EFFECTIVE BEGINNING JANUARY 1, 2013.
2. PREAPPROVED OVERTIME IS 1.5 TIMES RATE. SUNDAYS AND HOLIDAYS EXCLUDED.