



CITY COMMISSION MEETING
 AGENDA FOR FEBRUARY 4, 2014
 5:30 P.M.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE –Caroline Meiners, PTHS Freshman

ADDITIONS/DELETIONS

	I.	<u>MINUTES</u>
	II.	<u>ORDINANCES – ADOPTION</u>
		A. Accept Donation of Independence Park to the City – M. THOMPSON
		B. Amend Ordinance For Park Properties to Include Independence Park – M. THOMPSON
	III.	<u>ORDINANCES – INTRODUCTION</u>
		A. Contract for Exclusive Beverage Service in Paducah Parks Facilities – M. THOMPSON
		B. Purchase Hand-held Radios for Police Department – POLICE CHIEF BARNHILL
	VI.	<u>CITY MANAGER REPORT</u>
	V.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VI.	<u>PUBLIC COMMENTS</u>
	VII.	<u>EXECUTIVE SESSION</u>

JANUARY 28, 2014

At a Regular Meeting of the Board of Commissioners, held on Tuesday, January 28, 2014 at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

INVOCATION

Pastor Lynn Shurly, of the First Presbyterian Church, gave the invocation.

PLEDGE OF ALLEGIANCE

Palmer Stroup, Paducah Tilghman High School Sophomore, led the pledge.

PRESENTATIONS

MAYOR'S AWARD OF MERIT

Mayor Kaler presented an Award of Merit to Robert Manchester for his years of serving on the Paducah Planning Commission and the Paducah Area Transit Board. Mr. Manchester was appointed to the Paducah Area Transit Authority Board for the first time in 1980. He served two terms on this board. Mr. Manchester was then appointed to the Paducah Planning Commission on September 22, 1987 by Mayor Viterisi. He was elected chairman on January 16, 1989. Mr. Manchester heard approximately 1,479 cases before the Planning Commission during his tenure as chairman. Mr. Manchester has faithfully kept his training up to date as a Planning Commissioner and has guided the Planning Commission through some difficult applications. His leadership on the Planning Commission has been exemplary.

CHRISTMAS IN THE PARK

Andrea Underwood, Paducah Power System's Director of Community Relations & Marketing, gave an update on the Christmas in the Park event. This is the 17th year for the event. Approximately 50,000 lbs. of canned goods were collected along with \$37,500 in cash. Donations are given to Paducah Cooperative Ministry, Family Services Society and Salvation Army. Paducah Power has already begun planning for next year's event.

Mayor Kaler thanked former Paducah Power employee Erich Vierkant for his hard work and dedication for assembling the displays every year. She has asked Mr. Vierkant to be the Grand Marshal for the City's Christmas parade in 2014.

RECOGNITION

PADUCAH TILGHMAN BAND OF BLUE

The Mayor recognized the band for being chosen to play at the Gator Bowl in Jacksonville, Florida. While there they won numerous trophies including the Grand National Championship title. The Mayor also presented a Duke of Paducah to Paducah Tilghman Band of Blue Director Patrick Saddler for his leadership.

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the January 14, 2014, City Commission meeting be waived and that the Minutes of said meeting prepared by the City Clerk be approved as written.

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

APPOINTMENTS

PADUCAH-McCRACKEN COUNTY CONVENTION CENTER CORPORATION

Mayor Kaler made the following appointments: "WHEREAS, subject to the approval of the Board of Commissioners, and jointly with the McCracken County Judge/Executive, I hereby appoint the following:

Drew Hulette to replace Susan Ybarzabal
Lennis Thompson to replace Jim Sigler
Alexandra Sherwood to replace Hal Sullivan

as members of the Paducah-McCracken County Convention Center Corporation. These terms will expire January 1, 2015."

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners approve the action of Mayor Kaler and jointly with the

McCracken County Judge/Executive in appointing Drew Huette, Lennis Thompson and Alexandra Sherwood as members of the Paducah-McCracken County Convention Center Corporation.

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

ELECTRIC PLANT BOARD

Mayor Kaler made the following appointment: "WHEREAS, I move that the Board of Commissioners appoint Roger Truitt to replace Randy Warmath, whose term has expired, as a member of the Electric Plant Board. This term will expire February 6, 2018."

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners approve the action of Mayor Kaler in appointing Roger Truitt as a member of the Electric Plant Board.

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

MOTIONS

R & F DOCUMENTS

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the following documents be received and filed:

DOCUMENTS

1. Insurance Certificates:
 - a. Danny Cope & Sons Excavating, LLC
 - b. Lonnie Wiggins Concrete
 - c. Leigh & Associates
 - d. D & D Construction of Paducah
 - e. Jim Smith Contracting Company, LLC
2. Continuation Certificate of Fidelity or Surety Bonds/Policies for Jim Smith Contracting Company, LLC
3. Notice of Cancellation for the Board of Commissioners of the City of Paducah, Kentucky for January 21, 2014
4. Commissioner's Deed for 1006 South 11th Street
Deeds:
 - a. 902 S. 5th Street – Siener Properties, LLC (MO # 1748)
 - b. 1216 Salem Avenue – George Lee Payne (MO # 1753)
5. Contracts & Agreements:
 - a. Police Department Agreement for Uniform Services with Bluegrass Uniforms (ORD # 2012-12-7997)
 - b. One-Year Renewal Agreement with Danny Cope and Sons Excavating, LLC for 2012-2013 Equipment Rental (ORD # 2012-03-7910)
6. KLCIS 2012-2013 Safety Grant Award Notice (ORD # 2013-03-8016)
7. Paducah-Area Community Reuse Organization Financial Statements and Independent Auditor's Report for the Year Ended June 30, 2013
8. City of Paducah, Kentucky Comprehensive Annual Financial Report for the Year Ended June 30, 2013
9. Paducah Water Works Financial Highlights for period ending November 30, 2013

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

MUNICIPAL ORDER

PERSONNEL CHANGES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that upon the recommendation of the City Manager, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.

(MUNICIPAL ORDER BOOK)

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

**APPROVE APPLICATION FOR "HEADS UP DON'T BE IN'TEXT'ICATED"
GRANT PROGRAM**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS NECESSARY FOR A REIMBURSEMENT GRANT IN THE AMOUNT OF \$21,000.00 THROUGH THE KENTUCKY OFFICE OF HIGHWAY SAFETY FOR PRESENTATION OF THE "HEADS UP DON'T BE IN'TEXT'ICATED" PROGRAM BY THE PADUCAH POLICE DEPARTMENT". be adopted.

Adopted on call of the roll, yeas. Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). MO#1754: BK 9

ORDINANCES – INTRODUCTION

ACCEPT DONATION OF INDEPENDENCE PARK TO THE CITY

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE ACCEPTING A DONATION OF A PARCEL OF REAL PROPERTY KNOWN AS INDEPENDENCE PARK LOCATED AT 114 FOREST CIRCLE, PADUCAH, McCRACKEN COUNTY, KENTUCKY AND AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS RELATING TO SAME". This ordinance is summarized as follows: The City of Paducah hereby accepts a donation of a parcel of real property known as Independence Park located at 114 Forest Circle, Paducah, McCracken County, Kentucky from Independence Bancshares, Inc.. This property is valued at \$225,000. Further, the Mayor is hereby authorized to execute a Deed of Conveyance and all documents relating to same to transfer the real property to the City of Paducah.

**AMEND ORDINANCE FOR PARK PROPERTIES TO INCLUDE
INDEPENDENCE PARK**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 70, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This ordinance is summarized as follows: That Section 70-32, Public Parks, Playgrounds, and Recreational Areas Available to the Public is amended to include Independence Park located at 114 Forest Circle. This ordinance also renames Henry Clay Park as Albert Jones Park and renames the Greenway Trail to the Clyde F. Boyles Greenway Trail.

CITY MANAGER REPORT

Mr. Pederson requested an executive session to discuss collective bargaining and real estate acquisition.

MAYOR & COMMISSIONER COMMENTS

None were given.

PUBLIC COMMENTS

None were given.

EXECUTIVE SESSION

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b).
- Collective bargaining with public employees, as permitted by KRS 61.810(1)(e).

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

Upon motion the meeting adjourned.

ADOPTED: February 4, 2014

City Clerk

Mayor

Agenda Action Form Paducah City Commission

Meeting Date: **January 28, 2014**

Short Title: Donation of Independence Park to the City by Independence Bank

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mark Thompson
Presentation By: Mark Thompson

Background Information:

Independence Bank desires to donate real property valued at \$225,000 to the City of Paducah. The property to be donated is located at 114 Forest Circle. Independence Bank has had several meetings with the public to receive input to the design and configuration of the proposed park. The bank has improved the site to include a shelter, play area, irrigation, fencing and additional trees.

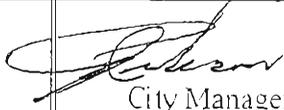
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Staff Recommendation: Approval

Attachments: Deed of Conveyance

<i>MHT</i> Department Head	City Clerk	 City Manager
-------------------------------	------------	--

Agenda Action Form Paducah City Commission

Meeting Date: **January 28, 2014**

Short Title: Amend City Code Sec. 70-32 to Include Independence Park

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mark Thompson
Presentation By: Mark Thompson

Background Information:

Independence Bank is donating real property valued at \$225,000 to the City of Paducah. The property to be donated is located at 114 Forest Circle. The bank has improved the site to include a shelter, play area, irrigation, fencing and additional trees. This amendment to the City Code of Ordinances will identify Independence Park as a City park and subject to all rules established by the City and the Parks Services Director.

Additionally, this will provide a housekeeping measure by adjusting the name of Henry Clay Park to Albert Jones Park and the Greenway Trail to Clyde F. Boyles Greenway Trail.

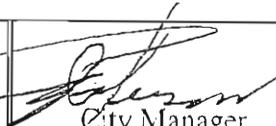
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Staff Recommendation: Approval

Attachments: Existing Code of Ordinances 70-32

<i>MHT</i> Department Head	City Clerk	 City Manager
-------------------------------	------------	--

Agenda Action Form Paducah City Commission

Meeting Date: February 4, 2014

Short Title: Contract for Exclusive Beverage Service in Paducah Parks Facilities

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mark Thompson
Presentation By: Mark Thompson

Background Information:

For the past several years local soft drink representatives have communicated to staff that they would prefer to work with the Parks Services on an exclusive contract. Both local vendors have expressed this rather than a program by program request. Requests for proposal were publicly advertised beginning in November and opened in December. At that time it was determined that Pepsi MidAmerica had provided the best proposal. Since then a contract has been drawn up for the approval of the Commission.

(This has no bearing on events such as Barbeque on the River or Dragonboat Races and does not include Brooks Stadium. It does include Noble Park Youth Softball/Baseball)

The synopsis of the seven-year, \$53,566.26 proposal for exclusive beverage vending rights for City parks programs and parks facilities only includes:

Pepsi will:

- Pay to the City a one-time payment of \$32,566.26 for scoreboard and signage upgrade and installation at athletic facilities.
- Pay to the City \$3,000.00 annually for program sponsorship.
- Install dispensing equipment for all park facilities as needed for the life of the contract.
- Provide banners for various Parks Services Programs.
- Provide concession trailers for certain events.

Parks Services will:

- Allow only PepsiMidAmerica product machines in Park Services facilities.
- Purchase only products through PepsiMidAmerica for the length of this contract.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

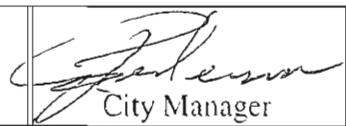
Finance

Staff Recommendation: Approval

Attachments: Pepsi MidAmerica Proposal, Coca-Cola Proposal &
Contract with Pepsi MidAmerica

MHT
Department Head

City Clerk


City Manager

A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between PEPSI MIDAMERICA CO., a Missouri Corporation, hereinafter called First Party, and PADUCAH PARKS SERVICES (and any additional property owned and or acquired by the Parks Services during the length of this agreement); hereinafter collectively referred to as Second Party.

WITNESSETH:

WHEREAS, the parties have agreed that the First Party shall be the exclusive beverage and snack provider for Second Party, and will provide a one-time monetary contribution of Thirty-Two Thousand, Five Hundred and Fifty-Eight Dollars and Twenty-Six Cents (\$32,558.26) in year one (1) of this Seven (7) year agreement (with two (2) - four (4) year renewal options), in addition to an annual contribution of Three Thousand Dollars (\$3,000) for Sponsorship.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

- 1 First Party agrees to provide a one-time, upfront monetary contribution of Thirty-Two Thousand, Five Hundred and Fifty-Eight Dollars and Twenty-Six Cents (\$32,558.26) to the Second Party for the purchase of Scoreboards and Field Signs. (Quotes and Example Images provided in the First Party's Proposal.)

First Party further agrees to provide an annual monetary contribution of Three Thousand Dollars (\$3,000) to Second Party for sponsorship support, for each of the seven (7) years of this Agreement. This shall not exceed Twenty-One Thousand Dollars (\$21,000) in total.

Total monetary contributions to Second Party are not to exceed Fifty-Three Thousand, Five Hundred and Fifty-Eight Dollars and Twenty-Six Cents (\$53,558.26) over the life of this seven (7) year Agreement.

Please see Page 4 of this Agreement for additional Sponsorship information.

2. Second Party agrees to purchase, display and dispense only beverages provided directly by First Party, throughout the Second Party's Property and any additional property the Second Party acquires during the length of this Agreement. Beverages shall mean all carbonated and non-carbonated non-alcoholic beverages that include, but are not limited to, carbonated soft drinks, mixers, flavored and unflavored packaged waters, fruit juices, fruit juice containing flavored drinks, fruit punches and ades, isotonic energy and fluid replacement drinks (sometimes referred to as "sports drinks"), tea drinks, and all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made. Products shall mean all items of the First Party to include, but are not limited to cups and CO2.
- 3 The First Party will install and maintain ownership of all other dispensing equipment placed throughout the Second Party's property, in all locations and events where refreshments are available. Second Party also expressly agrees to the following:
 - a. Require all concessionaires to use First Party P.E.T. 20oz package and/or fountain products. Second Party will purchase all products direct from First Party. Pricing will be set at \$22.50 case on 20oz CSDs, \$20.40 case on 20oz Gatorade products and Local Courtesy Price for 5gal Syrup Post-Mix in year one of this Agreement. All other products to be purchased at wholesale price levels. All products subject to an annual five percent (5%) price increase.
 - b. All vendors will be full service to include a mix of: 20 oz. carbonated soft drinks (CSD), 20 oz isotonic and bottled water, ready-to-drink juices, "sports drinks", tea drinks, fruit punches and ades. Minimum vend price in year one will be \$1.50 on 20oz CSDs and \$0.75 on 12oz CSDs. Both Parties will mutually agree upon all vending machine locations and agree to standard pricing levels as set by First Party.
 - c. Except as may otherwise be required by law or legal process, neither party hereto shall disclose to any third party the terms and conditions of this Agreement.
 - d. First Party to retain first right of refusal on all snack and coffee vending if available during the lifetime of this Agreement. No commissions to be paid on snack or coffee vending.
- 4 In the event of default of this Agreement, the non-breaching party shall give the other party written notification of such default. The Party in default will have 60 days after receipt of said written notice to remedy the default. If the default is not remedied and it is determined that no reasonable effort to

remedy the default has been made, the non-breaching party has the option to terminate this Agreement upon the expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party in law or in equity. If, because of riots, war, public emergency, fire, earthquake, Acts of God, government restrictions, labor disturbances or strikes, business interruptions or any other prevention of the performance of this Agreement beyond the reasonable control of the parties hereto, performance under this Agreement shall be suspended until such time as the reason for delay has ended.

5. **Further Actions.** Subject to the terms and conditions of this Agreement, each of the parties will use their best efforts to take or cause to be taken all action, and to do or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement and to execute such further documentation as may be required.
6. **Dispute Resolution.** Any dispute or disagreement between the parties arising out of or relating to this agreement shall be settled by final and binding arbitration, in Paducah, KY under the rules then obtaining of the American Arbitration Association. The parties hereto expressly stipulate that the arbitrator(s) shall have full subpoena power and full powers to fashion appropriate remedies, including without limitation the power to grant equitable and/or injunctive and/or declaratory relief. Judgment upon the award may be entered in any court having jurisdiction. The prevailing party shall be entitled to an award for all costs, expenses, and reasonable attorney's fees incurred in any arbitration, litigation, or other dispute arising out of or relating to this Agreement.
7. **Venue and Trial by Jury.** In the event, for any reason, the arbitration provisions of this Agreement shall not apply or court proceeding are necessary to enforce arbitration, then the parties hereby agree that jurisdiction and venue for all litigation relating in any way to this agreement shall be proper only in the Circuit Court of McCracken County, Kentucky and to the fullest extent permitted by law, the parties waive any objections or defenses they may have to the exercise of jurisdiction by, or to the venue being proper in, the foregoing courts; the parties further waive any right to trial by jury on any claim, counterclaim, setoff, demand, action or cause of action arising out of or in any way pertaining to this agreement, or the transactions contemplated by this agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise; the parties agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement between them irrevocably to waive trial by jury, and that any dispute or controversy whatsoever between or among them, and not subject to arbitration, shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury.
8. **Governing Law.** This agreement shall be governed by and construed according to laws of the State of Kentucky.
9. **Waiver and Cumulative Remedies.** Neither party shall be deemed to have waived any of its rights hereunder unless such waiver is in writing and signed by a duly authorized officer. No failure to exercise and no delay or omission in exercising any right on the part of either party shall operate as a waiver of such right, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any other occasion. All rights and remedies of either party shall be cumulative and may be exercised separately or concurrently.
10. **Severability.** If any provision of this Agreement or of any of the documents or instruments delivered pursuant hereto, or any portion of any provision hereof or thereof, shall be deemed invalid or unenforceable pursuant to a final determination of any arbitration, court of competent jurisdiction or as a result of future legislative action, such determination or action shall be construed so as not to affect the validity or enforceability hereof or thereof and shall not affect the validity or effect of any other portion hereof or thereof.
11. **Survival of Representations and Warranties and Obligations.** All representations, warranties, and obligations contained in this Agreement, unless waived in writing, shall survive the consummation of any and all transactions contemplated herein. No investigation, audit or other examination that may have been made or may be made at any time by or on behalf of the parties shall limit, diminish, or impair or in any way affect the representations and warranties set forth in this Agreement.
12. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered by hand, faxed, email or mailed by registered or certified mail (return receipt requested), postage prepaid, or for overnight delivery, by a nationally recognized overnight mail service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to First Party:

PEPSI MIDAMERICA, CO
Attn: Harry L. Crisp II
Chairman and CEO
P.O. Box 1070

Marion, Illinois 62959
Fax: (618) 998-3260
Email: eclayton@pepsimidamerica.com
Customer Service 800-827-7020

If to Second Party: PADUCAH PARKS SERVICES
Attn: Mark H. Thompson
Director
1400 H.C. Mathis Drive
Paducah, KY 42001
Phone: (270) 444-8696
Fax: (270) 444-8627
mthompson@paducahky.gov

- 13 **Captions.** The captions of this Agreement have been inserted only for the purpose of convenience of references. The captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any provision of this Agreement.
- 14 **Assignment; Successors and Assigns.** Neither party shall have the right to assign or transfer any of its rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. The terms of this Agreement shall bind the parties and their permitted successors and assigns.
- 15 **Execution by Facsimile.** The parties may execute this agreement by facsimile transmitted signature and execution of this document may be proven by either party by compilation of original, photo static or facsimile signatures of the parties and the document.
- 16 **Drafting.** Each of the parties has participated in the drafting of this agreement and therefore the language of this agreement shall not be presumptively construed in favor of either party.
- 17 **Successors and Assigns Included in Parties.** Whenever herein one of the parties hereto is named or referred to, the heirs, trustees, executors, administrators, successors and permitted assigns of such party shall be included and all covenants and agreements contained herein by or on behalf of any party shall bind and inure to the benefit of their respective heirs, trustees, executors, administrators, successors and permitted assigns, whether so expressed or not.
- 18 **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties concerning the subject matter hereof and no other representations, agreements or understandings between the parties shall be of any force or effect. This Agreement cannot be altered or modified except in writing signed by all the parties.

In the event that litigation arises as the result of any previous beverage supply agreements between the Second Party and any previous beverage supplier bottler, Second Party agrees to defend, and hold harmless, First Party throughout the course of litigation and/or alternative dispute resolution proceedings.

Second Party represents and warrants to the First Party that the execution, delivery and performance of this Agreement by the Second Party will not violate any agreements with, or rights of, third parties.

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

PEPSI MIDAMERICA CO.
Marion, Illinois

Chairman

PADUCAH PARKS SERVICES
Paducah, Kentucky

Director

Paducah Parks Services / Pepsi MidAmerica Sponsorship Information

Event	Day(s)/Date(s)	Approx. # Served	Sponsorship Cash Amount	Sponsorship Product Type & Value	Sponsorship Signage & Material
Easter Egg Dash	Tues/Thurs 2 weeks prior to Easter	750	\$300.00		4 Banners to Promote the Event. Event Trailer to run Concession for Movies in the Park.
Movies in the Park	3rd & 4th Thursdays May - July	50-150	\$300.00		4 Banners to Promote the Event. Event Trailer to run Concession for Movies in the Park.
Bikes on Broadway	2nd Sunday June - October	150-350	\$300.00		4 Banners to Promote the Event.
July 4th Celebration	July 4th	10,000	\$300.00		2 Event Trailers placed and picked up for Concession Sales to fund Parks Department Events.
Youth Triathlon	3rd Saturday in July	500	\$300.00		4 Banners to Promote the Event.
Touch's Truck	3rd/4th Thursday in September	600-800	\$300.00		
Fall Festival	3rd Saturday in October	500	\$300.00		4 Banners to Promote the Event.
Veteran's Day Parade	November 11th	1500	\$300.00		
Christmas Parade	1st Saturday in December	10,000	\$300.00	Donation of (4) Cases of Hot Chocolate Mix and (2) Cases of Cups. (Est. \$500.00 Value.)	Event Trailer placed and picked up for the Christmas Parade for Free Hot Chocolate.
Candy Cane Hunt	1st/2nd Saturday in December	75-150	\$300.00		4 Banners to Promote the Event.
Adult Athletic Leagues	Seasonal	100-400 each		(4) Scoreboards and (4) Field Marker Signs. (See Quotes)	Banners to advertise Sign-up Dates.
Youth Athletic Leagues	Seasonal	50-150 each		(4) Scoreboards and (6) Field Marker Signs, (1) Basketball Scoreboard and (2) Soccer Scoreboards. (See Quotes.) Shelving for placement of Slushie Machine. (Est. \$500.00 Value.)	Banners to advertise Sign-up Dates. Advertise in the local Newspaper for Sign-up Dates (1 Week prior).
		(1) Time Payment Total:		\$12,358.26 (Scoreboards, Field Signs & Shelving)	
		Annual Total:	\$3,000.00 (Annual Donation)	\$106.00 (Hot Chocolate & Cups)	\$1,000.00 (Banners & Newspaper Ads)
		7yr. Agreement Total:	\$21,000.00	\$14,358.26	\$7,000.00
		Grand Total:			\$82,658.26

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AN AGREEMENT WITH PEPSI MIDAMERICA CO., FOR
EXCLUSIVE BEVERAGE SERVICE IN PADUCAH PARKS FACILITIES AND
AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1. Recitals and Authorization.

The City hereby approves the Agreement with Pepsi Mid-America Co., in substantially the form attached hereto as Exhibit A and made part hereof. It is further determined that it is necessary and desirable and in the best interest of the City to enter into the Agreement for the purposes therein specified, and the execution and delivery of the Agreement is hereby authorized and approved. The Mayor of the City is hereby authorized to execute said Agreement.

SECTION 2. Severability.

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

SECTION 3. Compliance With Open Meetings Laws.

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

SECTION 4. Conflicts.

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

SECTION 5. Effective Date.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 4, 2014
Adopted by the Board of Commissioners, February 18, 2014
Recorded by Tammara S. Sanderson, City Clerk, February 18, 2014
Published by *The Paducah Sun*, _____
\\Ord\parks\agree-pepsi

Agenda Action Form Paducah City Commission

Meeting Date: Feb. 4, 2014

Short Title: Approve Purchase of Motorola Radios

Ordinance Emergency Municipal Order Resolution Motion

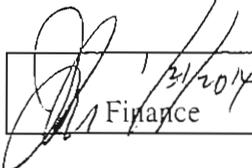
Staff Work By: Assistant Chief Stacey Grimes

Presentation By: Chief Brandon Barnhill

Background Information: The Police Department is in the process of replacing its portable radios, some of which are more than 20 years old. The city received a grant from the Kentucky Office of Homeland Security in the amount of \$32,000 to purchase new radios. The police department can purchase 13 radios at a cost of \$33,373.60 (\$2,567.20 each) from Jackson Purchase 2-Way/Motorola. This is state contract pricing.

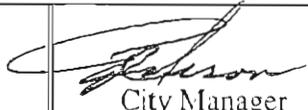
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Communications
Account Number: 001-1602-521-4213
And KOHS grant **PO0075**


Finance
2/3/2014

Staff Recommendation: Approve purchase of 13 radios

Attachments:

<i>Brandon Barnhill</i> Signed Electronically Department Head	City Clerk	 City Manager
---	------------	--

AN ORDINANCE APPROVING AND AUTHORIZING THE PURCHASE OF
HAND-HELD RADIOS FOR THE PADUCAH POLICE DEPARTMENT, AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, this equipment is available under State of Kentucky Master
Agreement Number MA758-130000945-3, and, therefore, competitive bidding is not required.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves and authorizes the
Finance Director to make payment to Motorola Solutions in an amount not to exceed \$33,373.60,
for the purchase up to 13 Motorola XTS2500 800 MHz portable radios at \$2,567.20 each, for the
Paducah Police Department, in compliance with the Kentucky State Purchasing Contract.

SECTION 2. This expenditure will be charged to the Police Department's
Equipment/Communications project account PO0070. Grant funds in the amount of \$32,000
received from the Kentucky Office of Homeland Security will be used for the purchase with the
balance of \$1,373.60 being paid from the Police department's budget.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 4, 2014
Adopted by the Board of Commissioners, February 18, 2014
Recorded by Tammara S. Sanderson, City Clerk, February 13, 2014
Published by The Paducah Sun, _____
\\ord\police\portable radios-13 radios 2-2014