



CITY COMMISSION MEETING
 AGENDA FOR NOVEMBER 25, 2014
 5:30 P.M.
 CITY HALL COMMISSION CHAMBERS
 300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE – John Holtgrewe, PTHS Sophomore

ADDITIONS/DELETIONS

	I.	<u>MINUTES</u>
	II.	<u>MOTION</u>
		A. R & F Documents
	III.	<u>MUNICIPAL ORDER</u>
		A. 2015 Assistance to Firefighter Grant – FIRE CHIEF
	IV.	<u>ORDINANCES – ADOPTION</u>
		A. FY2014 Final Budget Ordinance – J. PERKINS
		B. Amend Alcoholic Beverage Ordinance – CITY MGR
		C. Authorize Contract for Purchase of Vehicles for Use by the Police Department and Fire Prevention Division - R. MURPHY
	V.	<u>ORDINANCES – INTRODUCTION</u>
		A. Authorize Change Order #1 for the Noble Park Lake Bank Stabilization Project – R. MURPHY
		B. Contract for GIS Software for the Paducah and McCracken GIS (MAP~GIS) Consortium – B. PETERSON
		C. Creation of Project for Oak Grove Cemetery – J. PERKINS
		D. Approve and Authorize Interlocal Agreement with the City of Murray, Kentucky for Joint Drug Investigations between Police Departments – POLICE CHIEF BARNHILL

		E. Accept Bid for Purchase of Police Uniforms – POLICE CHIEF BARNHILL
	VI.	<u>CITY MANAGER REPORT</u>
	VII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VIII.	<u>PUBLIC COMMENTS</u>
	IX.	<u>EXECUTIVE SESSION</u>

NOVEMBER 11, 2014

At a Regular Meeting of the Board of Commissioners, held on Tuesday, November 11, 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).

PRESENTATION

AMERICAN RED CROSS

Roxanne Wendling, executive director and Adrienne Weyers, disaster program manager with the Paducah Area Chapter of the American Red Cross made a presentation to the Mayor and Commissioners about organizational changes within the American Red Cross. Clients may notice process changes and an increase in the amount of services provided. Locally, disaster services are being reorganized to cover 14 counties in Western Kentucky. The office in Paducah will remain open.

DUCHESS OF PADUCAH

Mayor Kaler presented a Duchess of Paducah to Lisa Emmons for working with the city and county on economic development projects.

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the October 28, 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).

MOTION

R & F DOCUMENTS

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the following documents be received and filed:

DOCUMENTS

1. Certificates of Liability Insurance:
 - a. Tri-State Fire Protection, Inc.
 - b. Premier Fire Protection, Inc.
 - c. Luther Snow Concrete, Inc.
 - d. Jim Steele Construction
 - e. Evergreen Funeral Services, LLC
2. Right of Way Bonds:
 - a. Luther Snow Concrete, Inc.
 - b. Circle P. Enterprises, LLC
3. Commissioner's Deeds:
 - a. 1242 North 12th Street
 - b. 1120 North 13th Street & 1110 North 13th Street
4. Deed of Conveyance with Elizabeth Crumbaugh for 1036 Madison Street
5. Notice of Cancellation for the Board of Commissioners of the City of Paducah for Tuesday, November 4, 2014
6. Contracts/Agreements:
 - a. Contract with Anthem BlueCross BlueShield for Strategic Health Risk Advisor & Strategic Benefit Placement Services (ORD # 2014-10-8198)
 - b. Aggregate Stop Loss Insurance Agreement with Anthem BlueCross BlueShield (ORD # 2014-10-8197)
 - c. Grant Agreement between The Kentucky Transportation Cabinet Office of Highway Safety and the Paducah Police Department for the "Heads Up Don't Be In'Text'icated" Program - \$40,000 (ORD # 2014-08-8175)
 - d. Grant Agreement between The Kentucky Transportation Cabinet Office of Highway Safety and the Paducah Police Department for in car video cameras and Breathalyzer tests - \$39,770 (ORD # 2014-08-8174)
 - e. Community Development Block Grant Agreement with the Department for Local Government for the Four Rivers Behavioral Health Center Point Recovery Center - \$250,000 (ORD # 2014-09-8181)

NOVEMBER 11, 2014

7. Memorandum of City of Paducah Investments for First Quarter of Fiscal Year 2015
8. Transit Authority of the City of Paducah Financial Statements With Independent Auditor's Report for the Year Ended June 30, 2014
9. Paducah Water Works Financial Highlights for September 2014

PROPOSALS FOR PLANNING DEPARTMENT

Purchase of 427 North 6th Street

1. Robert Hopper and Brenda Hollis *
* denotes winning proposal

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

MUNICIPAL ORDERS

PERSONNEL ACTIONS

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, 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.

(SEE MUNICIPAL ORDER BOOK)

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

TRANSFER OF 427 NORTH 6TH STREET

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING THE SALE OF REAL PROPERTY LOCATED AT 427 NORTH SIXTH STREET IN THE AMOUNT OF \$200 TO ROBERT HOPPER AND BRENDA HOLLIS", be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). M.O.#1799; BK 9

ORDINANCES – INTRODUCTION

FY2014 FINAL BUDGET ORDINANCE

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE REPEALING ORDINANCE NO. 2013-6-8042, AND ADOPTING THE CITY OF PADUCAH, KENTUCKY, REVISED ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2013, THROUGH JUNE 30, 2014, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT." This ordinance is summarized as follows: The City of Paducah repeals Ordinance No. 2013-6-8042, that estimated revenues and resources and appropriated funds for FY2014 and adopts a revised budget for FY2014 that reflects all adjustments made throughout the fiscal year and any adjustments required by the independent financial auditors. The appropriations of City Government for a total of \$79,067,455, and summarized by fund as follows:

FUNDS	APPROPRIATIONS
GENERAL	\$ 31,869,360
SMALL GRANTS	\$ 21,500
MAP	\$ 1,521,210
INVESTMENT	\$ 5,306,230
CDBG	\$ 878,815
HOME	\$ 468,020
E911	\$ 1,651,525
COURT AWARDS	\$ 84,650
DEBT	\$ 2,892,110
CIP	\$ 12,263,605
BOND	\$ 9,584,715
SOLID WASTE	\$ 4,536,390

NOVEMBER 11, 2014

CIVIC CENTER	\$	82,070
RENTAL	\$	144,105
RADIO DEPR	\$	148,480
FLEET	\$	556,100
FLEET TRUST	\$	799,245
SELF INSURANCE	\$	1,028,255
HEALTH INS	\$	3,568,835
AEPF/PFPF/TRSTS	\$	<u>1,662,235</u>
	\$	<u>79,067,455</u>

AMEND ALCOHOLIC BEVERAGE ORDINANCE

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioner adopt an ordinance entitled, "AN ORDINANCE REVISING CHAPTER 6, ALCOHOLIC BEVERAGES, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This ordinance is summarized as follows: This Ordinance will repeal and supersede certain portions of following ordinances: Chapter 6, Article I, Section 6-4 (allows NQ-2 licensees dining facility of a hotel, motel and restaurant to have a minimum seating capacity of 50 people at tables); Section 6-5 (allows underage persons in a licensed facility which receives 50 percent or more of their gross annual receipts from sale of food and has a minimum seating capacity of 50 people at tables); Chapter 6, Article II, Section 6-33 (requires the alcoholic beverage applicant to execute a form entitled, "Acknowledgement by ABC Applicant); and Section 6-40 (1)(a) (allows two types of Distiller's Licenses, Class A and Class B).

CITY MANAGER REPORT

- City Manager reported staff and he are working on the development of the Solid Waste Integrated Management Plan to include curbside recycling. Sometime during the next month he will be having some discussions at commission workshops about the plan.
- The Electric Plant Board will be having a meeting tomorrow regarding the discussion of a rate recovery plan prepared by Interim General Manager Mark Crisson.
- City Manager, Mayor Kaler and Commissioner Rhodes attended the McCracken County Fiscal Court to hear its discussion regarding the decision to either merge the County's animal control shelter with the Humane Society or to stand alone as it is today. The Fiscal Court did not make a decision. As of now the County's animal shelter will remain open.

MAYOR AND COMMISSIONER COMMENTS

No comments.

PUBLIC COMMENTS

- Erin Morehead, resident of 246 Maxfield Drive, requested assistance with the condition of a drainage ditch beside her house.
- Michael Johnston, resident of 617 North 7th Street, expressed his concern and frustration with the noise and smell of burning plastic that comes from a business which is located next to his house. He would like some assistance from the city to help him deal with the situation because he considers it a nuisance.

EXECUTIVE SESSION

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

- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g).

NOVEMBER 11, 2014

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

Upon motion the meeting adjourned.

ADOPTED: November 25, 2014

City Clerk

Mayor

NOVEMBER 25, 2014

I move that the following documents be received and filed:

DOCUMENTS

1. Certificate of Liability Insurance and Notice of Reinstatement of Workers' Compensation Insurance for Mueller Electric
2. Certificate of Liability Insurance and Performance Bond for Swift Roofing, Inc.
3. Contracts/Agreements:
 - a. Assumption Agreement with the Kentucky Infrastructure Authority for Hendron Water District Loan C91-12 (MO # 1686)
 - b. Agreement with Swift Roofing, Inc. for Police Department and Fire Station #2 Roof Replacement (ORD # 2014-10-8196)
 - c. Agreement with Kemper CPA Group for the preparation of the City's Comprehensive Annual Financial Reports for Fiscal Year Ended June 30, 2014 (ORD # 2013-06-8038)
4. Paducah Junior College, Inc. Basic Financial Statements and Supplementary Information for Year Ended June 30, 2014

BIDS FOR PADUCAH POLICE DEPARTMENT

Paducah Police Department Uniforms

1. Gall's *
2. Bluegrass Uniforms
3. Waggoner Clothing, Inc.

* denotes winning bid

**Agenda Action Form
Paducah City Commission**

Meeting Date: November 25, 2014

Short Title: 2014-2015 Assistance to Firefighters Grant

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chief Steve Kyle, Sheryl Chino

Presentation By: Fire Chief Steve Kyle

Background Information: The Paducah Fire Department proposes to submit a grant application to the Department of Homeland Security, Federal Emergency Management Agency (FEMA). The primary goal of the Assistance to Firefighter Grant Program (AFG) is to meet the firefighting and emergency response needs of fire departments and emergency service organizations.

The request for funding in the 2014-2015 AFG Application will be allocated for the replacement of 24-SCBAs to replace equipment that is at least 10 years old. The request will also include the purchase of a mobile training apparatus, which includes training for employees. The total project cost is \$238,420. A 10% match in the amount of \$23,842 is required, which will come from the Fire Department's FY2015 general fund.

If award is offered, it will be brought before the Commission for consideration. If the Commission desires to file this FEMA grant application, it must authorize and direct the Mayor or Mayor's designee to complete and sign all required application documents.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name:

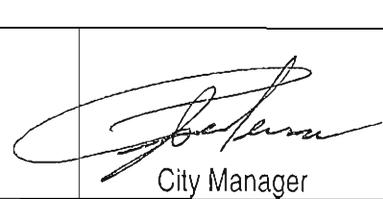
Account Number:

Project Number:

Finance

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

Attachments: None

 Fire Dept. Head	 Planning Dept. Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A 2014-2015 ASSISTANCE TO FIREFIGHTERS MATCHING GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, IN THE AMOUNT OF \$214,578.00, TO BE USED FOR THE PADUCAH FIRE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a 2014-2015 Assistance to Firefighters Matching Grant Application and all documents necessary through the Department of Homeland Security, Federal Emergency Management Agency, in the amount of \$214,578.00, for purchase of 24 self-contained breathing apparatus units and a mobile training apparatus. The City's cash match of 10%, \$23,842.00, will be considered at the time the award is offered.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, November 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, November 25, 2014
\\mo\grants\fire-2014-2015 Asst to Firefighters

Agenda Action Form Paducah City Commission

Meeting Date: November 11, 2014

Short Title: **Final Revised 2013-2014 (FY2014) Budget Ordinance**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Stacey Young, Audra Herndon, Jonathan Perkins
Presentation By: Jonathan Perkins

Background Information:

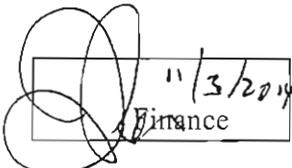
This ordinance represents the *final* revised budget ordinance for the year 2013-2014 (FY2014).

The FY2014 budget must be adjusted to reflect all adjustments made throughout the fiscal year and any adjustments required by the independent financial auditors (year-end audit adjustments). The revised budget represents year-end housekeeping & clean up following the close of the fiscal year.

The City's CAFR (audit report) discloses the City's original adopted budget, revised final budget and actual expenditures for the fiscal year audited all in one place for full disclosure to the reader.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: NA
Account Number: NA

 11/3/2014
Finance

Staff Recommendation:

Approve the final revised 2013-2014 (FY2014) Budget Ordinance

Attachments:

FY2014 Budget Ordinance (final)

Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: Nov. 11, 2014

Short Title: Amend Alcoholic Beverage to Be Compliant with Ky Alcoholic Beverage Statutes

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Tammy Sanderson, Glenn Denton & Lesley Stone

Presentation By: Tammy Sanderson, City Clerk

Background Information:

State alcoholic beverage laws were recently amended by the Kentucky General Assembly. The City's alcoholic beverage office requests that the City make the same changes to its local ordinances so the City and state statutes will mirror each other. The following changes are necessary.

A) Sunday – On-Premises Consumption. Ch. 6 Article 1, Section 6-4 (e) is being replaced with the following. The sale of distilled spirits, wine, and malt beverages by the drink shall be permitted on Sundays from 1:00 p.m. until 10:00 p.m. for hotels, motels, and restaurants holding a Nonquota 2 license, as defined herein, for the retail sale of distilled spirits, wine and/or malt beverages by the drink; provided such hotel, motel, and restaurant satisfy the following conditions:

- (1) The dining facility of the hotel, motel, and restaurant has a minimum seating capacity of 50 people at tables;
- (2) At least 50 percent or more of the gross annual receipts from the dining facilities are received from the sale of food;

B) Underage persons prohibited on premises licensed for on-premises consumption; exceptions. Chapter 6, Article I, Section 6-5(c)(1) shall be stricken in its entirety and replaced with the following:

- (c) The prohibition set out in subsections (a) and (b) above shall not apply to licensed premises:
 - (1) Which receive 50 percent or more of their gross annual receipts from sale of food and have a minimum seating capacity of 50 people at tables; or

C) Issuance; standards. Chapter 6, Article II, Section 6-33 shall be amended to include and additional requirement which shall read as follows:

- (8) The applicant has read and executed the form entitled “City of Paducah – Acknowledgement by ABC Applicant.”

D) License Types and Fees. Chapter 6, Article II, Section 6-40(1)(a) shall be stricken in its entirety and replaced with the following:

- a. Distiller’s license
 - 1. Class A, per annum: \$1,000.00
 - i. Distillers that produce more than fifty thousand (50,000) gallons of distilled spirits per calendar year at the premises shall obtain a distiller’s license, Class A.
 - 2. Class B, per annum: \$500.00
 - i. Distillers that produce fifty thousands (50,000) gallons or less of distilled spirits per calendar year at the premises shall obtain a distiller’s license, Class B (craft distillery).

Sections of the ordinance that are currently in effect are attached to the ordinance for comparison.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Staff Recommendation: For commission to adopt recommended changes.

Attachments: Current ABC ordinance which is affected by state law.

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

Meeting Date: November 18, 2014

Short Title: Authorize Contract for Purchase of Vehicles for use by the Police Department and Fire Prevention Division

Ordinance Emergency Municipal Order Resolution Motion

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

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

Background Information:

On Tuesday, November 4, 2014, sealed bids were received for the purchase of eleven new sedan vehicles with factory police packages for use by the Police Department (9 vehicles) and the Fire Prevention Division (2 vehicles). Four bids were received; however, three bids were determined to be non-responsive and were disqualified. The one responsive bidder, Linwood Motors submitted a unit price bid of \$29,738.00 for the vehicles to be used by the Police Department with a total amount of \$267,642.00 for the Nine (9) Vehicles; \$26,553.00 for the vehicles to be used by the Fire Division with a total amount of \$53,106.00 for the Two (2) Vehicles. Therefore, the total bid for the eleven vehicles equates to \$320,748.00. In addition, Linwood agreed to allow the City to purchase up to two additional police vehicles in accordance with the specifications at the unit bid price of \$29,738.00 in the event the City may need to purchase additional police vehicles prior to June 30, 2015 due to loss of a vehicle.

The total amount of \$320,748.00 for the eleven vehicles is \$4,252.00 under the FY2015 Fleet Plan budgeted amount of \$325,000.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Rolling Stock/Vehicles
Fleet Lease Trust Fund

Finance

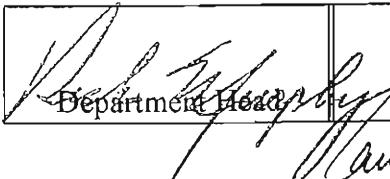
Account Number: 071-0210-542-4005

Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with Linwood Motors for the purchase of eleven new sedan vehicles with factory police packages for use by the Police Department (9 vehicles) and the Fire Prevention Division (2 vehicles) in the total amount of \$320,748.00.

Attachments:

Bid Proposal, Bid Tab, Proposed Contract

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

Meeting Date: November 25, 2014

Short Title: Authorize Change Order #1 for Noble Park Lake Bank Stabilization 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:

Ordinance #2014-06-8149 was adopted accepting the Metal Base Bid and the Alternate Bid in the amount of \$192,414.00 and authorizing the Mayor to execute a contract with YEC, Inc. for the Noble Park Lake Bank Stabilization. Notice to Proceed was given to commence work on July 7, 2014 with work progressing throughout the summer into fall. At this time, all work on the project has been substantially completed by YEC, Inc. However, due to minor adjustments, a change order is required to finalize the following items:

1. Restoration of Duck Island (original contract removed Duck Island)	\$7,460.57
2. Revised sheet pile wall ground water relief drains	\$483.00
3. Removal of muck at bottom of lake near wall	\$4,344.50
4. Minor additional concrete work	\$1,024.00
5. Final quantity adjustments of contract items	(\$1,531.98)
Total Change Order Amount	\$11,780.09

With the deduction and addition of the aforementioned items, Change Order #1 will increase the contract by \$11,780.09 (6% increase in project cost) with the new contract amount being \$204,194.09.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: 040-8821-536-2307
Account Number: PA0100

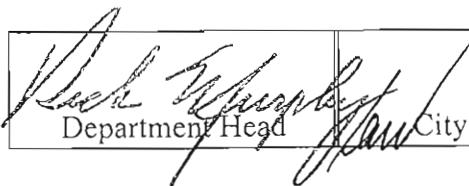
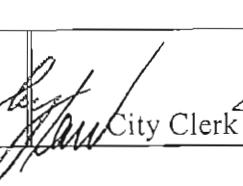
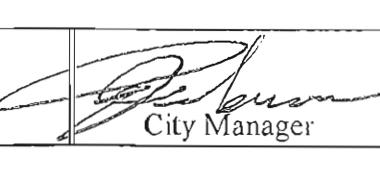
 11/21/2014
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute Change Order #1 with YEC, Inc., in the amount of \$11,780.09 for the Noble Park Lake Bank Stabilization Project with the new contract amount being \$204,194.09.

Attachments:

Original Ordinance, Change Order #1

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2014-12-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH YEC, INC., FOR THE NOBLE PARK LAKE BANK STABILIZATION PROJECT

WHEREAS, the City approved Ordinance No. 2014-6-8149 to enter into a contract with YEC, Inc., in the amount of \$192,414.00 for the Noble Park Lake Bank Stabilization Project; and

WHEREAS, Change Order No. 1 is required for an increase in the amount of \$11,789.09 for necessary changes as listed below, increasing the total contract price to \$204,194.09.

1. Restoration of Duck Island (original contract removed Duck Island)	\$7,460.57
2. Revised sheet pile wall ground water relief drains	\$483.00
3. Removal of muck at bottom of lake near wall	\$4,344.50
4. Minor additional concrete work	\$1,024.00
5. Final quantity adjustments of contract items	(\$1,531.98)
Total Change Order Amount	\$11,780.09

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Change Order No. 1 for an increase in the amount of \$11,780.09 with YEC, Inc., for necessary changes for the Noble Park Lake Bank Stabilization Project, increasing the total cost to \$204,194.09.

SECTION 2. Payment for Change Order No.1 shall be charged to the account project PA0100, account number 040-8821-536-2307.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, November 25, 2014
Adopted by the Board of Commissioners, December 9, 2014
Recorded by Tammara S. Sanderson, City Clerk, December 9, 2014
Published by The Paducah Sun, _____
\\ord\parks\chgard1-Noble Park Lake Bank

CITY OF PADUCAH
ENGINEERING PUBLIC-WORKS DEPARTMENT
CHANGE ORDER

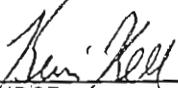
CHANGE ORDER NO: 1
DATE: November 17, 2014
NAME OF PROJECT: Noble Park Lake Bank Stabilization Project
OWNER: City of Paducah, Kentucky
VENDOR: Youngblood Excavating/Contracting, LLC

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS and FINAL QUANTITIES \$11,780.09
See Attached Spreadsheet

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY: \$11,780.09
ORIGINAL CONTRACT PRICE: \$192,414.00
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS: \$0.00
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE: \$204,194.09
THE CONTRACT TIME WILL BE INCREASED BY: 0 Days

APPROVALS REQUIRED:


VENDOR

11/14/14
DATE

CITY ENGINEER-PUBLIC WORKS DIRECTOR

DATE

MAYOR:

DATE

CITY OF PADUCAH, KENTUCKY
 NOBLE PARK LAKE BANK STABILIZATION PROJECT
 CHANGE ORDER #1 - YOUNGBLOOD EXCAVATING & CONTRACTING, LLC

DESCRIPTION	ORIGINAL CONTRACT AMT				AMOUNT COMPLETED		CHANGE ORDER #1		REVISED CONTRACT AMOUNTS	
	QTY	UNIT	UNIT PRICE	CONIT \$ \$ TOTAL	QUANTITY	TOTAL \$ \$ AMOUNT	ADD/DEL QTY	TOTAL \$ \$ DIFF	REV QTY	REV \$ \$ TOTAL
1 Mobilization (includes Bonds and Insurance)	1.00	LS	\$8,825.00	\$8,825.00	1.00	\$8,825.00	0.00	\$0.00	1.00	\$8,825.00
2 Selective Demolition	1.00	LS	\$3,325.00	\$3,325.00	1.00	\$3,325.00	0.00	\$0.00	1.00	\$3,325.00
1-A Selective Demolition	1.00	LS	\$570.00	\$570.00	1.00	\$570.00	0.00	\$0.00	1.00	\$570.00
3 Clearing and Grubbing	1.00	LS	\$430.00	\$430.00	1.00	\$430.00	0.00	\$0.00	1.00	\$430.00
2-A Clearing and Grubbing	1.00	LS	\$570.00	\$570.00	1.00	\$570.00	0.00	\$0.00	1.00	\$570.00
4 #57 Stone	1,100.00	Tons	\$27.00	\$29,700.00	1,136.27	\$30,679.29	36.27	\$979.29	1,136.27	\$30,679.29
5 Earth Excavation	720.00	CY	\$11.50	\$8,280.00	720.00	\$8,280.00	0.00	\$0.00	720.00	\$8,280.00
6 Metal Sheet Piling System with Concrete Cap	340.00	LF	\$131.00	\$44,540.00	340.00	\$44,540.00	0.00	\$0.00	340.00	\$44,540.00
3-A Metal Sheet Piling System with Concrete Cap	325.00	LF	\$125.50	\$40,787.50	325.00	\$40,787.50	0.00	\$0.00	325.00	\$40,787.50
7 Concrete Sidewalk - 5" thick	550.00	SY	\$65.50	\$36,025.00	511.66	\$33,513.73	-38.34	(\$2,511.27)	511.66	\$33,513.73
8 Cast-in-Place Concrete Culvert & Headwall	1.00	LS	\$6,581.00	\$6,581.00	1.00	\$6,581.00	0.00	\$0.00	1.00	\$6,581.00
9 Existing Pipe Penetration in Sheet Pile	1.00	LS	\$2,975.00	\$2,975.00	1.00	\$2,975.00	0.00	\$0.00	1.00	\$2,975.00
10 Fine Grading, Fertilize and Seeding	1,180.00	SY	\$4.25	\$5,015.00	1,180.00	\$5,015.00	0.00	\$0.00	1,180.00	\$5,015.00
4-A Fine Grading, Fertilize and Seeding	670.00	SY	\$7.15	\$4,790.50	670.00	\$4,790.50	0.00	\$0.00	670.00	\$4,790.50
ADDITIONAL ITEMS										
CO - DI Concrete Apron	0.00	SY	\$65.50	\$0.00	97.66	\$6,396.73	97.66	\$6,396.73	97.66	\$6,396.73
CO - DI Concrete Pad - 12' Diameter x 6" Deep	0.00	SY	\$65.50	\$0.00	12.56	\$822.68	12.56	\$822.68	12.56	\$822.68
CO - DI Concrete Pad - 4' Diameter x 2' Deep	0.00	LS	\$750.00	\$0.00	1.00	\$750.00	1.00	\$750.00	1.00	\$750.00
CO - DI Decorative Stone	0.00	Tons	\$158.13	\$0.00	32.00	\$5,060.16	32.00	\$5,060.16	32.00	\$5,060.16
CO - DI Excavated Material from Island	0.00	CR	\$11.50	\$0.00	64.00	\$736.00	64.00	\$736.00	64.00	\$736.00
CO - DI Headwall additional Rebar #4	0.00	LS	\$250.00	\$0.00	1.00	\$250.00	1.00	\$250.00	1.00	\$250.00
CO - DI Island Excavation not completed - Deduction	0.00	CY	\$11.50	\$0.00	-570.00	-\$6,555.00	-570.00	(\$6,555.00)	-570.00	(\$6,555.00)
CO - SF Weephole Installation - Labor Deduction	0.00	LS	\$320.00	\$0.00	-1.00	-\$320.00	-1.00	(\$320.00)	-1.00	(\$320.00)
CO - SF Weephole Installation - Equipment Deduction	0.00	LS	\$350.00	\$0.00	-1.00	-\$350.00	-1.00	(\$350.00)	-1.00	(\$350.00)
CO - SP Perforated Pipe Installation - Labor	0.00	LS	\$200.00	\$0.00	1.00	\$200.00	1.00	\$200.00	1.00	\$200.00
CO - SP Perforated Pipe Installation - Material Pipe	0.00	LS	\$728.00	\$0.00	1.00	\$728.00	1.00	\$728.00	1.00	\$728.00
CO - SP Perforated Pipe Installation - Materials	0.00	LS	\$225.00	\$0.00	1.00	\$225.00	1.00	\$225.00	1.00	\$225.00
CO-PM Pond Mucking	0.00	LS	\$3,844.50	\$0.00	1.00	\$3,844.50	1.00	\$3,844.50	1.00	\$3,844.50
CO-EW Additional Earthwork	0.00	LS	\$500.00	\$0.00	1.00	\$500.00	1.00	\$500.00	1.00	\$500.00
CO-CA Concrete Abutment at South Pier	0.00	LS	\$500.00	\$0.00	1.00	\$500.00	1.00	\$500.00	1.00	\$500.00
CO-CT Culvert Top	0.00	SY	\$65.50	\$0.00	8.00	\$524.00	8.00	\$524.00	8.00	\$524.00
TOTAL				\$192,414.00		\$204,194.09		\$11,780.09		\$204,194.09

ADOPTED

AN ORDINANCE ACCEPTING THE METAL BASE BID AND ALTERNATE BID OF YEC, INC., FOR THE NOBLE PARK LAKE BANK STABILIZATION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the Metal Base Bid and Alternate Bid of YEC, Inc., in the amount of \$192,414.00, for Noble Park Lake Bank Stabilization Project, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of YEC, Inc., of May 8, 2014.

SECTION 2. That the Mayor is hereby authorized to execute a contract with YEC, Inc., for the Noble Park Lake Bank Stabilization Project, 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 expenditure shall be charged to the Project Account - PA0100.

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, May 27, 2014
Adopted by the Board of Commissioners, June 11, 2014
Recorded by Tammara S. Sanderson, City Clerk, June 11, 2014
Published by The Paducah Sun, _____
\\ord\parks\contract-alternate bid-Noble Park Lake Bank

Agenda Action Form Paducah City Commission

Meeting Date: November 25, 2014

Short Title: Contract with ESRI for a Multi-Jurisdictional Enterprise License Agreement with McCracken and Paducah Geographic Information System consortium members

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Greg Mueller, Ben Peterson, Stephen Chino
Presentation By: Greg Mueller, Ben Peterson, Stephen Chino

Background Information:

In 1999, the McCracken and Paducah Geographic Information System (MAP~GIS) was formed in order that the member agencies could coordinate their efforts in the development and maintenance of a computer mapping system for McCracken County. The partnership between McCracken County, the City of Paducah, Paducah Water, Paducah Power, E911, and the Joint Sewer Agency continues this strong development partnership by continuing an agreement with the computer mapping GIS software vendor ESRI. This contract allows the MAP~GIS member agencies to pool together its software licenses and leverage funds previously paid in maintenance to ESRI, which has resulted in an annual savings of over \$100,000 per year between the six agencies. The contract allows each agency to obtain virtually unlimited licensed copies of most all software offered by ESRI. In doing so, each MAP~GIS member agency has available the full potential of the ESRI GIS computer mapping software unlocking many new opportunities for development of each of the members' systems. This contract will continue the agreement among the consortium agencies for another three year contract period from January 1, 2015 through December 31, 2017.

The Multi-Jurisdictional License Agreement is a 3 year agreement at \$60,000 per year (\$180,000 total). The City will be the administrator of the licenses and the contract and the consortium members are named as additional licensed entities. Through the Interlocal Agreement, each member agency will be billed a percentage of the total \$60,000 based on the current amount of licenses they hold. The other members will be billed the remaining portion of the contract based on the percentages outlined in the Interlocal Agreement. The City's portion for each Fiscal Year 2015, 2016, and 2017 will be \$16,055.99. This represents a decrease of \$2,049.01 for the City's portion. This decrease of the City's portion is due to the increased license level participation by Paducah Power and Paducah Water.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

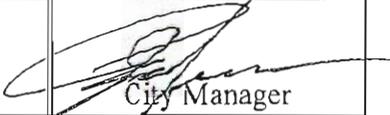
Funds Available: Account Name: Computer Software
Account Number: ~~001-0501-514-22.02~~ **GIS 001**

Staff Recommendation:

Adopt an Ordinance authorizing the execution of a contract between the City of Paducah and the members of the MAP~GIS Consortium for the acquisition and administration of a Multi-Jurisdictional Enterprise License Agreement with ESRI and authorizing the Mayor to execute documents relating to the ELA.

Attachments:

- Quote from ESRI for a Small Government Term License Agreement
- Multi-Jurisdictional Enterprise License Agreement
- Interlocal Agreement between all members of the MAP~GIS Consortium

 Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT BETWEEN ESRI AND CITY, ON BEHALF OF THE MEMBERS OF THE
MAP-GIS CONSORTIUM, FOR A MULTI-JURISDICTIONAL ENTERPRISE LICENSE
AGREEMENT

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
ESRI for the acquisition and administration of a Multi-Jurisdictional Enterprise License
Agreement with the City on behalf of the members of the MAP-GIS Consortium, in an amount
not to exceed \$60,000, per year, total of \$180,000 for a 3 year agreement. The contract will
become effective January 1, 2015 and end December 1, 2017.

SECTION 2. This expenditure shall be charged to GIS001 Project Account.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, November 25, 2014
Adopted by the Board of Commissioners, December 9, 2014
Recorded by Tammara S. Sanderson, City Clerk, December 9, 2014
Published by *The Paducah Sun*, _____
ord\infosvc\agree-ESRI-2015-2017



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
 7775 Walton Parkway Suite 270
 New Albany, OH 43054
 Phone: (614) 933-8698 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 09/23/2014 To: 12/22/2014

Quotation # 20457234

Date: September 23, 2014

Customer # 228267 Contract #

McCracken & Paducah Geographic Information System Map GIS
 300 S 5th St
 Paducah, KY 42003

ATTENTION: Ben Peterson
 PHONE: (270) 444-8622
 FAX: (270) 444-8618

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 1	60,000.00	60,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 2	60,000.00	60,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 3	60,000.00	60,000.00
			Item Total:	180,000.00
			Subtotal:	180,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$180,000.00

If you would like to place an order for the items referenced in this quote via fax, please fax your Purchase Order (PO) to Customer Service in Redlands to the new toll free fax line: 1-800-330-7053. Please include this quote # on your PO.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: David Smith	Email: david_smith@esri.com	Phone: (614) 933-8698 x5502
<p>The items on this quotation are subject to the terms set forth herein and the terms of your agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.</p>		
<p>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</p>		



Quotation # 20457234

Date: September 23, 2014

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
7775 Walton Parkway Suite 270
New Albany, OH 43054
Phone: (614) 933-8698 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 228267 Contract #

McCracken & Paducah Geographic
Information System Map GIS
300 S 5th St
Paducah, KY 42003

To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 09/23/2014 To: 12/22/2014

ATTENTION: Ben Peterson
PHONE: (270) 444-8622
FAX: (270) 444-8618

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Gayle Kaler

Name (Please Print)

Mayor

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: David Smith

Email: david_smith@esri.com

Phone: (614) 933-8698 x5502

The items on this quotation are subject to the terms set forth herein and the terms of your agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



**SMALL
ENTERPRISE LICENSE AGREEMENT
REGIONAL GOVERNMENT**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Enterprise License Agreement ("ELA") is by and between the organization listed on the signature page ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"). This ELA authorizes the entities listed in Attachment 1 ("Authorized Entity") to use specific Enterprise Products, provided Authorized Entity signs and returns Attachment 2 Authorized Entity Acknowledgment Statement agreeing to be bound by the terms and conditions of this ELA. Customer may not Deploy any Enterprise Products to an Authorized Entity until Customer has received and submitted to Esri the executed Authorized Entity Acknowledgment Statement. A new or additional Authorized Entity may not be added as an ELA participant or Licensee without the express prior written approval of Esri. Additional Authorized Entities may increase the ELA Fee.

This ELA sets forth the terms for Licensee's use of Enterprise Products and incorporates by reference (i) the ELA Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) the ELA Quotation, (ii) Small Enterprise License Agreement, and (iii) the License Agreement. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this ELA apply only to the Enterprise Products listed in Table A.

**Table A
List of Enterprise Products**

Unlimited Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription

Other Benefits

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 4
Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	10,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

Customer may accept this ELA by signing and returning it with an Ordering Document that matches the ELA Quotation and references this ELA. **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.** Unless otherwise mutually agreed to, this ELA is effective as of the date of the last signature on the signature page ("Effective Date"), or if no date is provided with the signature, the date of Esri's receipt of Customer's Ordering Document incorporating this ELA by reference.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Enterprise Products. Except as provided in Article 4—Enterprise Product Updates, no modifications can be made to this ELA.

This ELA may be executed in duplicate by the parties. An executed separate signature page transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

Accepted and Agreed:

City of Paducah
(Customer)

By: _____
Authorized Signature

Printed Name: Gayle Kaler

Title: Mayor

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Stephen Chino

Telephone: (270) 444-8622

Address: 300 S 5th Street

Fax: (270) 444-8611

City, State, Postal Code: Paducah, KY 42003

E-mail: schino@paducahky.gov

Country: USA

ELA Quotation Number (if applicable): 20457234

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this ELA:

"Deploy" means to redistribute and install the Enterprise Products and related Authorization Codes within Licensee's organization(s).

"ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for the Enterprise Products to Tier 1 Help Desk individuals identified by Customer.

"ELA Quotation" means the Small Enterprise License Agreement offer letter and quotation provided separately by Esri to Customer.

"ELA Fee" means the fee set forth in the ELA Quotation.

"Enterprise Products" means the Products identified in Table A—List of Enterprise Products and any updates to such list provided in writing by Esri.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.

"Licensee" means Customer and Authorized Entity(ies). For avoidance of doubt, the definition of Licensee will not include consultants or contractors.

"Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Enterprise Product corrections or modifications.

"Tier 1 Help Desk" means points of contact identified by Customer from which all Tier 1 Support will be given to Licensees.

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.

"Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License to Customer. Subject to the terms and conditions of this ELA, Esri grants to Customer a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of the Enterprise Products listed in Table A for the term provided in Section 3.1—Term (i) for which the applicable license fees have been paid and (ii) in accordance with the License Agreement. Customer may Deploy Enterprise Products to Authorized Entity(ies) that are listed in Attachment 1 Authorized Entity List and have signed Attachment 2 Authorized Entity Acknowledgement Statement. Customer will provide Esri with a signed copy of Attachment 2 for each Authorized Entity.

2.2 Grant of License to Authorized Entity. Subject to the terms and conditions of this ELA, Esri grants to Authorized Entity a personal, nonexclusive, nontransferable Term License solely to use, and copy quantities of the Enterprise Products listed in Table A for the term provided in Section 3.1—Term (i) for which the applicable license fees have been paid and (ii) in accordance with the License Agreement.

2.3 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Enterprise Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this ELA and shall ensure that the consultant or contractor discontinues use of Enterprise Products upon completion of work for Licensee. Access to or use of Enterprise Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

- 3.1 **Term.** The term of this ELA and all licenses hereunder shall commence on the Effective Date and continue for three (3) years, unless this ELA is terminated earlier as provided herein. Licensee is only authorized to use Deployed Enterprise Products during the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.
- 3.2 **No Use upon Expiration or Termination.** All Deployed Enterprise Product licenses and all ELA Maintenance, Virtual Campus access, and User Conference Registrations terminate on expiration or termination of this ELA.
- 3.3 **Termination for a Material Breach.** Either Esri or Customer may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach.
- 3.4 **Termination for Lack of Funds.** For government or government-owned entities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.
- 3.5 **Termination of an Individual Authorized Entity.** Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this ELA with Customer. The breaching Authorized Entity will be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of Authorized Entity, any licenses for Deployments provided to Authorized Entity will also terminate. Customer shall reasonably cooperate with Esri in termination of an Authorized Entity in material breach of this ELA, including enforcement of the ELA with respect to such Authorized Entity. There will be no reduction in the ELA Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this ELA.
- 3.6 **Termination by Authorized Entity.** If an Authorized Entity no longer desires to participate in this ELA, Authorized Entity may terminate; however, there will be no decrease in the ELA Fee as a result.

4.0—ENTERPRISE PRODUCT UPDATES

- 4.1 **Future Updates.** Esri reserves the right to update the list of Enterprise Products in Table A by providing written notice to Customer. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Enterprise Products schedule at no additional charge. Licensee's use of new or updated Enterprise Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.
- 4.2 **Product Life Cycle.** During the term of this ELA, some Enterprise Products may be retired or may no longer be available for unlimited quantity Deployment. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Enterprise Products in the mature and retired phases may not be available; however, Licensee may continue to use Deployed Enterprise Products for the term of this ELA, but Customer will not be able to Deploy retired Enterprise Products.

5.0—ELA MAINTENANCE

ELA Maintenance is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Enterprise Products will receive ELA Maintenance. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

- a. **Tier 1 Support Provided by Licensee**
1. Tier 1 Help Desk individuals identified by Customer shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensees' authorized users.
 2. The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
 3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to

and operational questions as well as questions on installation and troubleshooting procedures.

4. Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
 5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
 6. Tier 1 Help Desk individuals identified by Customer are the only individuals authorized to contact Tier 2 Support. Customer may revise named individuals by written notice.
- b. Tier 2 Support Provided by Esri
1. Tier 2 Support shall log the calls received from Tier 1 Help Desk individuals.
 2. Tier 2 Support shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
 3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
 4. Tier 2 Support shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.
 5. When the Incident is resolved, Tier 2 Support shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

6.0—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Esri. Licensee agrees that Esri may publicize the existence of this ELA upon execution.

7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this ELA. Licensee shall not seek any discount from the OEM partner or Esri based on the availability of Enterprise Products under this ELA. Licensee shall not decouple Esri products or services from the OEM partners' application or service.
- 7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this ELA, Customer shall provide a written report to Esri detailing all Deployments to Licensees. The report will be subject to audit.
- 7.3 **Renewal.** Any follow-on ELA will be offered in accordance with then-current ELA pricing and license terms and conditions.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment.

- a. Customer shall issue an Ordering Document upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Customer, Esri shall authorize download of the Enterprise Products to Customer for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of

tangible media may cause license fees to be subject to taxes. Customer acknowledges that should such taxes become due, Esri has a right to invoice and Customer agrees to pay any such sales or use tax associated with its receipt of tangible media.

- c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.
- d. Customer shall Deploy and track the Deployment status of the Enterprise Products.

8.2 Order Requirements.

- a. All orders pertaining to this ELA shall be processed through Customer's centralized point of contact.
- b. The following information shall be included in each order (or Ordering Document):
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

- c. An Ordering Document is required annually for each three (3)-year term. Failure to submit an annual Ordering Document will result in the forfeit of unused training days.
- d. Customer must assign an individual for the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.
- e. The training days are available for a period of twelve (12) months, commencing on the Effective Date, and ending when all training days are consumed, whichever is sooner.
- f. Esri will invoice for outstanding training expenses where applicable.
- g. Training days are not transferable and not refundable for any other Esri products or services.

9.0--TRAINING

9.1 Training Description. Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to any Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

9.2 Unique Terms for the Small Enterprise Training Package

- a. To order training, Customer must include training in the Ordering Document for the ELA or provide an Ordering Document as required and specified within the ELA that matches the Esri quotation.
- b. Where Customer submits an additional Ordering Document to purchase training days for additional year(s), any unused training days will automatically roll over.

**ATTACHMENT 1
AUTHORIZED ENTITY LIST**

1. Authorized Entity Name: McCracken County
Contact Name: Bill Gaig
Address: 300 S 7th Street
Paducah, KY 42003
Phone: (270) 444-4769
Fax: _____
E-mail: bggaig@co.mccracken.ky.us
2. Authorized Entity Name: Paducah McCracken County
Joint Sewer
Contact Name: John Hodges
Address: 621 Northview Street
Paducah, KY 42003
Phone: (270) 575-0056
Fax: (270) 444-0206
E-mail: jhodges@jointsewer.com
3. Authorized Entity Name: Paducah Water
Contact Name: Jason Pedersen
Address: Po Box 2377
Paducah, KY 42002-2377
Phone: (270) 444-5561
Fax: _____
E-mail: jpetersen@pww.ky.com
4. Authorized Entity Name: Paducah Power
Contact Name: Rick Windhorst
Address: Po Box 180
Paducah, KY 42002-0180
Phone: (270) 575-4000
Fax: _____
E-mail: rwindhorst@paducahpower.com
5. Authorized Entity Name: Paducah McCracken County
E-911
Contact Name: Brent Stringer
Address: 519 Clark Street
Paducah, KY 42003
Phone: (270) 444-8623
Fax: (270) 444-8707
E-mail: bstringer@paducahky.gov

ATTACHMENT 2
AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Prior to any Deployment to an Authorized Entity, Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Customer or an individual Authorized Entity for material breach. Only Customer has a right to Deploy the Enterprise Products identified in the Enterprise Product Schedule of this ELA.

Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and McCracken County ("Customer"), have entered into a Small Enterprise License Agreement – Regional Government ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided the Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

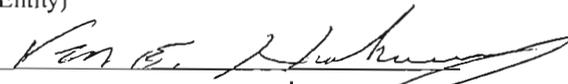
Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

No other rights are granted to Additional Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

McCracken County

(Authorized Entity)

Signature: 

Printed Name: Van E. Newberry

Title: County Judge Executive

Date: 11/5/14

**ATTACHMENT 2
AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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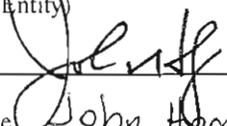
Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and Paducah McCracken County Joint Sewer ("Customer"), have entered into a Small Enterprise License Agreement – Regional Government ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided the Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

No other rights are granted to Additional Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

Paducah McCracken County Joint Sewer
(Authorized Entity)

Signature: 

Printed Name: John Hodges

Title: Executive Director

Date: 11/4/14

**ATTACHMENT 2
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Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and Paducah Water ("Customer"), have entered into a Small Enterprise License Agreement – Regional Government ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided the Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

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No other rights are granted to Additional Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

Paducah Water
(Authorized Entity)

Signature: 

Printed Name: WILLIAM C. ROBERTSON

Title: General Manager

Date: 11/17/14

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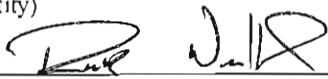
Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and Paducah Power ("Customer"), have entered into a Small Enterprise License Agreement – Regional Government ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided the Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

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No other rights are granted to Additional Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

Paducah Power
(Authorized Entity)

Signature: 

Printed Name: Rick Windhorst

Title: Director of E&O

Date: 11/17/14

ATTACHMENT 2
AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

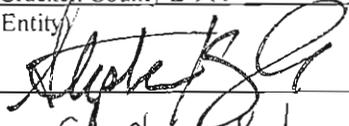
Prior to any Deployment to an Authorized Entity, Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Customer or an individual Authorized Entity for material breach. Only Customer has a right to Deploy the Enterprise Products identified in the Enterprise Product Schedule of this ELA.

Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and Paducah McCracken County E-911 ("Customer"), have entered into a Small Enterprise License Agreement – Regional Government ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided the Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

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No other rights are granted to Additional Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

Paducah McCracken County E-911
(Authorized Entity)
Signature: 
Printed Name: Stephen Kyle
Title: Chairman
Date: 11/5/2014

Agenda Action Form

Paducah City Commission

Meeting Date: November 25, 2014

Short Title: Oak Grove Cemetery – Separate Project Account (PF0048) setup for proceeds from termination of trust

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mark Thompson, Jonathan Perkins

Presentation By: Mark Thompson, Jonathan Perkins

Background Information: Starting in the mid-1980s, the City of Paducah established a perpetual care and maintenance fund to capture 20% of the proceeds from the sale of grave and/or crypts as required by KRS 367.952.

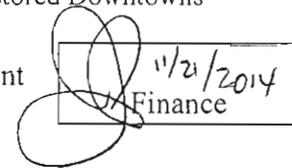
In 1985, the City of Paducah entered into a trust agreement with Peoples Bank, followed by the Community Foundation in more recent years. In 2008, KRS 367.952 was amended by the State which exempted Cities from its requirements.

On August 12, 2014, the City Commission directed (Municipal Order 1786, attached) Denton & Keuler to file a joint petition by the City of Paducah and the Community Foundation of West Kentucky, Inc. to dissolve a Perpetual Care and Maintenance Trust Fund Agreement with Peoples First National Bank & Trust Company of Paducah, Kentucky, dated August 29, 1985 (the "Trust"), of which the Community Foundation was serving as successor trustee. On October 3, 2014, the McCracken Circuit Court granted an order to allow termination of the aforementioned trust (attached).

The attached proposed ordinance authorizes the creation of a separate project account (PF0048) to hold proceeds from the Oak Grove Cemetery Trust for disbursement for the general care, maintenance and embellishment of Oak Grove Cemetery.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Oak Grove Cemetery Project Account
Account Number: PF0048


11/21/2014
Finance

Staff Recommendation: Approve ordinance authorizing the creation of a separate account (PF0048) for the proceeds from the termination of the trust.

- Attachments:**
- 1) Proposed Ordinance
 - 2) Circuit Court order to terminate Oak Grove Cemetery Perp. Trust
 - 3) Municipal Order 1786

Department Head	City Clerk	City Manager
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ORDINANCE NO. 2014-12-_____**AN ORDINANCE AUTHORIZING CREATION OF A SEPARATE PROJECT ACCOUNT (PF0048) TO HOLD PROCEEDS FROM THE OAK GROVE CEMETERY TRUST FOR DISBURSEMENT FOR THE GENERAL CARE, MAINTENANCE AND EMBELLISHMENT OF OAK GROVE CEMETERY**

WHEREAS, on August 12, 2014, the Board of Commissioners of the City of Paducah, Kentucky authorized Denton & Keuler, LLP to file a joint petition by the City of Paducah, Kentucky and the Community Foundation of West Kentucky, Inc. (the "Community Foundation") to dissolve a Perpetual Care and Maintenance Trust Fund Agreement with Peoples First National Bank & Trust Company of Paducah, Kentucky, dated August 29, 1985 (the "Trust"), of which the Community Foundation was serving as successor trustee; and

WHEREAS, On October 3, 2014, the McCracken Circuit Court entered an order granting the joint petition by the City of Paducah, Kentucky and the Community Foundation seeking the termination of the Trust; and

WHEREAS, pursuant to KRS 367.952(5), (6), the proceeds that the City of Paducah, Kentucky receives as a result of the termination of the Trust must be deposited into a separate project account to be used solely for general care, maintenance and embellishment of Oak Grove Cemetery.

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

Section 1. Recitals and Authorizations. Upon receipt of the proceeds from the termination of the Trust, the City of Paducah shall deposit such proceeds in a separate project account (PF0048) to be used only for general care, maintenance and embellishment of Oak Grove Cemetery.

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 the 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 Order are, to the extent of such conflict, hereby repealed and the provisions of this Order 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, November 25, 2014

Adopted by the Board of Commissioners, December 9, 2014

Recorded by Tammara S. Sanderson, City Clerk, December 9, 2014

Published by *The Paducah Sun*, _____

\\ord\finance\cemetery-perpetual trust fund

174798

COMMONWEALTH OF KENTUCKY
MCCRACKEN CIRCUIT COURT
DIVISION _____
CIVIL ACTION NO. 14-CI- 00796



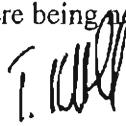
IN RE: OAK GROVE CEMETERY PERPETUAL CARE AND MAINTENANCE
TRUST FUND

ORDER

Comes the Court, on Joint Petition of the City of Paducah and the Community Foundation of West Kentucky, Inc. and being otherwise sufficiently advised, states as follows:

1. IT IS HEREBY ORDERED AND ADJUDGED that the petitioners' Joint Petition to Terminate Trust and Distribute Trust Assets is hereby GRANTED.
2. IT IS HEREBY FURTHER ORDERED that the Community Foundation of West Kentucky, Inc. shall distribute any and all assets of the Trust described in the petitioners' Joint Petition to Terminate Trust and Distribute Trust Assets to the City of Paducah.
3. IT IS HEREBY FURTHER ORDERED that following such distribution the Trust described in the petitioners' Joint Petition to Terminate Trust and Distribute Trust Assets shall terminate, and the Community Foundation of West Kentucky, Inc. shall be discharged of all further duties and obligations associated with such Trust.
4. IT IS FURTHER ORDERED that, in accordance with KRS 367.952(5), the City of Paducah shall use the funds solely for the care, maintenance, and embellishment of the Oak Grove Cemetery and shall hold the funds separately from its fund subject to its general power of appropriation.

This is a final and appealable order, there being ~~no~~ just cause for delay.



JUDGE, MCCRACKEN CIRCUIT COURT

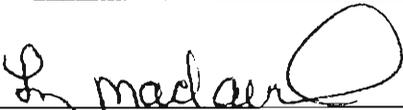
I hereby certify that the foregoing has been served by mailing a true and correct copy to:

HON ROBERT W GOFF
DENTON & KEULER LLP
P O BOX 929
PADUCAH KY 42002-0929

MR TONY WATKINS
COMMUNITY FOUNDATION OF
WEST KENTUCKY INC
P.O. BOX 7
PADUCAH, KY 42002

on this 3 day of oct, 2014.

By



Clerk, McCracken Circuit Court

MUNICIPAL ORDER NO. 1786

A MUNICIPAL ORDER AUTHORIZING THE FILING OF A PETITION WITH THE McCracken Circuit Court to Terminate the Oak Grove Cemetery Perpetual Care and Maintenance Trust Fund

WHEREAS, KRS 367.952 requires any seller of grave spaces and/or crypts to establish a perpetual care and maintenance fund for such grave spaces and/or crypts and to contribute a specified percentage of the sales proceeds from such grave spaces and/or crypts to such fund.

WHEREAS, municipalities such as the City of Paducah were subject to KRS 367.952 as originally enacted.

WHEREAS, as required by KRS 367.952, the City of Paducah entered into Perpetual Care and Maintenance Trust Fund Agreement with Peoples First National Bank & Trust Company of Paducah, Kentucky, dated August 29, 1985 (the "Trust");

WHEREAS, the Community Foundation of West Kentucky, Inc. is successor Trustee under the Trust;

WHEREAS, as amended in 2008, KRS 367.952 now exempts municipalities, such as the City of Paducah, from complying with its requirements;

WHEREAS, KRS 367.952 allows a municipality, such as the City of Paducah, that established a perpetual care and maintenance fund, such as the Trust, to petition the Circuit Court for termination of such fund and distribution of its assets to the municipality for use solely for the general care, maintenance and embellishment of the cemetery;

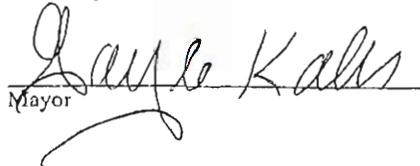
WHEREAS, the City of Paducah desires to terminate the Trust in accordance with KRS 367.952; and

WHEREAS, the Successor Trustee is agreeable to the termination of the Trust and distribution of the Trust assets to the City of Paducah for use solely for the general care, maintenance and embellishment of the cemetery.

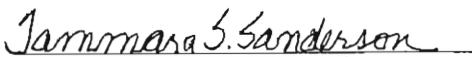
NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

Section 1. The law firm of Denton & Keuler, LLP is authorized, on behalf of the City of Paducah, to file a petition in the McCracken Circuit Court to terminate the Perpetual Care and Maintenance Trust Fund Agreement with Peoples First National Bank & Trust Company of Paducah, Kentucky, dated August 29, 1985, of which the Community Foundation of West Kentucky, Inc. is successor trustee.

Section 2. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.


 Mayor

ATTEST:


 Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, August 12, 2014
 Recorded by Tammara S. Sanderson, City Clerk, August 12, 2014
 \mo\cemetery trust fund

ORDINANCE NO. 2014-12-_____

AN ORDINANCE APPROVING AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PADUCAH, KENTUCKY AND THE CITY OF MURRAY,
KENTUCKY, AND AUTHORIZING THE MAYOR TO EXECUTE SAID
AGREEMENT

WHEREAS, Paducah and Murray desire to assist each other in the investigations illegal drugs in their respective communities for the safety and benefit of their citizens; and

WHEREAS, Paducah and Murray do now desire to execute a formal agreement regarding this coordinated investigations program.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves an interlocal agreement with the City of Murray to cooperatively administer a coordinated investigations program for the City of Murray and Paducah's Police Departments.

SECTION 2. The Mayor is hereby authorized to execute the agreement approved in Section 1 above. The agreement shall be effective on the date when said agreement is executed by both Paducah and Murray after the approval by the Department for Local Government as required by KRS 65.260. The duration of the agreement shall remain in full force and effect for a period of one (1) year. Such term shall automatically renew for an additional one (1) year period unless Paducah or Murray terminates said agreement by providing to the other a one (1) month prior written notification of their desire to terminate said agreement.

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

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

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

Section 6. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, November 25, 2014
Adopted by the Board of Commissioners, December _____, 2014
Recorded by Tammara s. Sanderson, City Clerk, December _____, 2014
Published by *The Paducah Sun*, _____
\\ord\agree-interlocal—police dept & murray

Bill Wells
Mayor



City of Murray



RECEIVED

OCT 28 2014

PADUCAH POLICE
DEPARTMENT

October 20, 2014

Mr. Brandon Barnhill
Police Chief
Paducah Police Department
1400 Broadway
Paducah, KY 42001

Dear Chief Barnhill:

The City of Murray appreciates your agency entering into an interlocal cooperation agreement.

Mayor Bill Wells has signed the enclosed document. Once Mayor Kaler has the opportunity to sign the agreement, please route a copy back to the City of Murray to the follow address:

City of Murray
104 N. 5th Street
Murray, KY 42071
Attn: June Batts

Please feel free to contact me with any questions at 270-762-0330.

Sincerely,

June Batts
City Clerk
City of Murray

Enclosure

TELEPHONE (270) 762-0350

104 North 5th Street, Suite B
Murray, Kentucky 42071
FAX (270) 762-0306
Website: www.murrayky.gov

TDD (270) 753-1621



INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and executed by and between the CITY OF PADUCAH, KENTUCKY, a city of the second class of the Commonwealth of Kentucky, hereinafter referred to as "Paducah", and the CITY OF MURRAY, KENTUCKY, a city of the third class of the Commonwealth of Kentucky, hereinafter referred to as "Murray".

WITNESSETH:

WHEREAS, Paducah and Murray desire to assist each other in the investigations of illegal drugs in their respective communities for the safety and benefit of their citizens; and

WHEREAS, Paducah and Murray do now desire to execute a formal agreement regarding this coordinated investigations program;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all parties hereto, Paducah and Murray do covenant and agree as follows:

1. Purpose. Pursuant to the Interlocal Cooperation Act, KRS 65.210 *et seq.*, Paducah and Murray do hereby agree to cooperatively administer a coordinated investigations program.

2. Duration. This agreement shall remain in full force and effect for a period of one (1) year. Such term shall automatically renew for an additional one (1) year period unless Paducah or Murray terminates this agreement by providing to the other a one (1) month prior written notification of their desire to terminate this agreement.

3. Administration. The cooperative program shall be administered by the City of Paducah and the City of Murray, by and through their finance and police departments. Pursuant to KRS 65.250, the Chief of the City of Murray's Police Department is designated as administrator of this cooperative program.

4. Personnel. Paducah's employees utilized in furtherance of the cooperative program shall remain employees of Paducah. The salaries and benefits, including pension plans, if any, shall remain the

responsibility of Paducah. Likewise, Murray's employees utilized in furtherance of the cooperative program shall remain employees of Murray. The salaries and benefits, including pension plans, if any, shall remain the responsibility of Murray.

5. Scope of Authority. The sworn officers participating in this cooperative program will be charged with implementing and enforcing both Paducah's and Murray's ordinances, as well as the provisions of the Kentucky Revised Statutes, and shall possess, and are hereby granted by Paducah and Murray, extraterritorial powers. While in the performance of their duties under this agreement, the sworn officers shall have the right to exercise all powers they possess pursuant to state, county or local law in any territory within Paducah and/or Murray, Kentucky. Furthermore, Paducah police officers participating in this cooperative program shall comply with Paducah's policies and procedures while assisting Murray. Likewise, Murray police officers participating in this cooperative program shall comply with Murray's policies and procedures while assisting Paducah. Unless agreed upon by the Chief of the City of Murray's Police Department and the Chief of the City of Paducah's Police Department, the primary case responsibility will be with the agency that requested the assistance.

6. Governmental Immunities. While in the performance of their duties hereunder, Paducah and/or Murray employees shall retain all immunities and privileges, if any, to which they are entitled by law as employees of the Cities of Paducah and/or Murray. Furthermore, said employees shall also be entitled to the immunities and privileges, if any, to which they are entitled by law via actions being taken on behalf of the agency requesting and/or receiving the assistance.

7. Property. Paducah or Murray, in their respective discretion, may appropriate property, real or personal, for use in the cooperative undertaking. Such property shall remain the property of the appropriating entity. Paducah or Murray, in their respective discretion, may purchase such property as they may hereinafter deem useful or necessary in furtherance of the cooperative undertaking. When in the determination of the administrator, any item of property is obsolete or no longer useful or needed in furtherance of the cooperative undertaking, if such item of property was donated by either Paducah or Murray, such item of property shall be returned to the donating entity. All property and/or currency

seized during the course of an investigation, shall be forfeited to the entity wherein the property and/or currency was seized.

8. Insurance coverage. Paducah and Murray shall notify their liability insurance carriers of this Interlocal Cooperation Agreement, the coordinated program, its nature and, in general, the employees involved therein. Additionally, the City of Paducah is to be listed as an additional insured on Murray's insurance policy in regard to its involvement with implementing the provisions of this Agreement. Likewise, the City of Murray is to be listed as an additional insured on Paducah's insurance policy in regard to its involvement with implementing the provisions of this Agreement. A copy of this agreement shall be forwarded to the cities' liability insurance carriers upon final approval by all parties.

9. Indemnification of employees. Both Paducah and Murray agree to indemnify and save harmless all employees and agents, involved in this program, from any and all claims, suits, damages, costs, attorney's fees, losses and expenses in any manner resulting from, or arising out of, or connected with the performance of their duties contemplated herein, should they be named individually in any lawsuit.

10. Indemnification of Paducah and Murray. In the event of any court challenge to the actions of Paducah's participating officers, wherein Paducah is named as an additional defendant by virtue of its enforcement and implementation of this Agreement within the city limits of Murray, Murray agrees to indemnify and save harmless Paducah from any and all claims, suits, damages, costs, attorney's fees, losses and expenses in any manner resulting from, or arising out of, or connected with the performance of their duties contemplated herein. Likewise, in the event of any court challenge to the actions of Murray's participating officers, wherein Murray is named as an additional defendant by virtue of its enforcement and implementation of this Agreement within the city limits of Paducah, Paducah agrees to indemnify and save harmless Murray from any and all claims, suits, damages, costs, attorney's fees, losses and expenses in any manner resulting from, or arising out of, or connected with the performance of their duties contemplated herein.

11. Budgeting - Funding. The City of Paducah hereby agrees to fund this coordinated

program to the extent of its participation. The City of Murray hereby agrees to fund this coordinated program to the extent of its participation.

Commencing with the cities' respective budget years beginning in 2014, each year the city treasurers of both Paducah and Murray, by and through the respective finance departments, shall prepare a budget for the ensuing year for the operation of their respective police departments in this regard. Paducah's budget shall include the projected cost to the City of Paducah of the operation of the cooperative program for the ensuing year. The budget shall also include the projected revenues, if any, to be received during the ensuing year. Once the budget is prepared, it shall be submitted to the City of Paducah's administration for approval. Likewise, Murray's budget shall include the projected cost to the City of Murray of the operation of the cooperative program for the ensuing year. The budget shall also include the projected revenues, if any, to be received during the ensuing year. Once the budget is prepared, it shall be submitted to the City of Murray's administration for approval. In the event that costs exceed revenues, each city will be solely responsible for its loss.

12. Termination of this Agreement. In the event that one (1) month prior written notification of Paducah's or Murray's desire to terminate this agreement is received prior to the expiration of the then applicable term, this Agreement shall terminate on the last date of the then applicable term. Any equipment or property acquired during the operation of this coordinated program will remain the property and possession of the city which acquired said property.

13. Miscellaneous Provisions.

A. This agreement represent the entire understanding and agreement reached between the parties, and all prior covenants, agreements, presentations and understanding are merged herein.

B. This agreement shall not be modified or altered, except by written amendment approved by both Paducah and Murray.

C. Notices made or given by either party in connection with this Agreement must be in writing to be effective. They shall be deemed given if delivered personally (which includes notices

given by messenger) or, if delivered by U.S. mail. Any notices delivered hereunder shall be to the Mayor of the City of Paducah or the Mayor of the City of Murray. A carbon-copy of same shall also be delivered to the administrator of this cooperative program.

D. The validity of this agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Kentucky. The venue of any legal dispute shall be the courts of the Commonwealth of Kentucky.

E. Any term or provision of this agreement, which is invalid or unenforceable by virtue of any statute, ordinance, court order, court ruling, final administrative order or otherwise, shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of the agreement.

14. Effective Date. This agreement shall be effective on the date when said agreement is executed by both Paducah and Murray after the approval by the Department for Local Government as required by KRS 65.260.

CITY OF PADUCAH, KENTUCKY

CITY OF MURRAY, KENTUCKY

By _____
Gayle Kaler, Mayor

By Bill Wells
Bill Wells, Mayor

Date _____

Date 10/16/14

APPROVED BY THE DEPARTMENT OF LOCAL GOVERNMENT
OF THE COMMONWEALTH OF KENTUCKY

By _____

Date _____

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

Subscribed, sworn to and acknowledged before me by Gayle Kaler, Mayor, this the _____ day
of _____, 2014.

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF CALLOWAY)

Subscribed, sworn to and acknowledged before me by Bill Wells, Mayor, this the 16 day of
October, 2014.

My commission expires June 7, 2015.

Christina S. Morris
Notary Public, State at Large

Agenda Action Form Paducah City Commission

Meeting Date: Nov. 25, 2014

Short Title: Accept Bid for Purchase of Police Uniforms

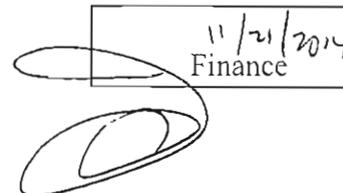
Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Training Officer Scotty Davis, Robin Newberry
Presentation By: Chief Brandon Barnhill

Background Information: On Oct. 19, the Paducah Police Department advertised for sealed bids for police uniforms and accessories. Three companies responded with bids by the Nov. 7 deadline: Gall's Inc., Bluegrass Uniforms and Waggoner Clothing. A committee of five evaluated the bids and rated them, using the following scale: 40 percent – Bid Price; 20 percent – Customer Service; 20 percent – Ability to Provide Electronic Purchasing System; and 20 percent – Availability of Merchandise to Deliver Within 10 Business Days. The bids from Gall's and Bluegrass were extremely close in price. However, Bluegrass provided no information about its electronic purchasing system. Thus, the committee had no information to compare to Gall's rather in-depth description of its electronic purchasing system. Additionally, the police department has experienced some customer service issues with Bluegrass over the past four years. We are requesting the Commission accept the bid of Gall's Inc. and enter into a two-year contract, effective Jan. 1, 2015, for purchases not to exceed \$80,000 per calendar year for police uniforms and accessories.

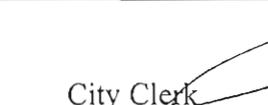
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Clothing Allowance
Account Number: 001-1601-521-1610
001-1602-521-1610
001-1604-521-1610


11/21/2014
Finance

Staff Recommendation: Accept the bid of Gall's Inc. for the purchase of police uniforms and accessories for an amount not to exceed \$80,000 per calendar year, and authorize the mayor to enter into a two-year contract with Gall's, effective Jan. 1, 2015, stating same.

Attachments: Original bids; Bid tab and Explanation of Substitutions

 Department Head	 City Clerk	 City Manager
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AN ORDINANCE ACCEPTING THE BID OF GALL'S, INC., FOR THE PURCHASE OF UNIFORMS FOR POLICE DEPARTMENT EMPLOYEES, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Galls, Inc., in an amount not to exceed \$80,000 per year, for furnishing the City with uniforms for Police Department employees, for a period of two calendar years ending with December 31, 2016, said purchase being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Galls, Inc., of November 7, 2014.

SECTION 2. The Mayor is hereby authorized to execute a contract with Galls, Inc., for furnishing the City with uniforms as authorized in Section 1 above, according to the specifications, bid proposal, and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. Payment for said uniforms shall be charged to the Police Department Clothing Allowance account numbers.

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, November 25, 2014
Adopted by the Board of Commissioners, December 9, 2014
Recorded by Tammara S. Sanderson, City Clerk, December 9, 2014
Published by *The Paducah Sun*, _____
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