



CITY COMMISSION MEETING
AGENDA FOR MAY 26, 2015
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION--

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

	I. <u>MINUTES</u>
	II. <u>APPOINTMENTS</u>
	Paducah-McCracken County Senior Citizens Board
	III. <u>MOTION</u>
	A. R & F Documents
	IV. <u>MUNICIPAL ORDER</u>
	A. Personnel Actions
	B. Acquisition of Right of Way and a PUE at 3361 Olivet Church Road for the Olivet Church Road Improvement Project – R. MURPHY
	C. Acquisition of Right of Way at 3415 Olivet Church road for the Olivet Church Road Improvement Project - R. MURPHY
	V. <u>ORDINANCES – ADOPTION</u>
	A. Intent to Annex Property Located at 2855 Lone Oak Road & 91 Plantation Drive – S. ERVIN
	B. Purchase Body Armor Vests for Police Officers – POLICE CHIEF BARNHILL
	VI. <u>ORDINANCES – INTRODUCTION</u>
	A. Approve AFSCME Contract – S. DOOLITTLE
	B. Recreation Center Roof Replacement Project – R. MURPHY
	C. Accept Bid to Purchase a Diesel Dump Truck – R. MURPHY

		D. Accept Bid to Purchase (2) ½ Ton Pickup Trucks – R. MURPHY
		E. Approve Final Annexation of Property Located at 2675, 2665, & 2645 Holt Road – S. ERVIN
		F. Approve Zone Change for 2675, 2665, & 2645 Holt Road – S. ERVIN
		G. Accept 2016 Household Hazardous Waste Grant Award – S. ERVIN
		H. Purchase Property at 1414 Broadway for Use by the Paducah Police Department – POLICE CHIEF BARNHILL
	VII.	<u>CITY MANAGER REPORT</u>
	VIII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	IX.	<u>PUBLIC COMMENTS</u>
	X.	<u>EXECUTIVE SESSION</u>

MAY 12, 2015

At a Regular Meeting of the Board of Commissioners, held on Tuesday, May 12, 2015, 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).

PLEDGE OF ALLEGIANCE

Lucas Reed, Paducah Tilghman High School Senior, led the pledge.

PROCLAMATIONS

BUILDING SAFETY MONTH

Mayor Kaler presented a proclamation to Fire Chief Kyle proclaiming May as Building Safety Month.

TRAVEL & TOURISM

The Mayor presented a proclamation to Fowler Black, Sales Director of Paducah-McCracken County Convention & Visitors Bureau, proclaiming May 2nd through May 10th as Travel & Tourism week.

INTRODUCTION

ARTIST-IN-RESIDENCE PROGRAM

Rosemarie Steele introduced the current artist-in-residence, Maria Saphranova, from Stockholm, Sweden. Ms. Saphranova will be visiting Paducah for about one month.

PRESENTATION

CITY HALL – GROWTH, INC. (The following is an excerpt taken from the City Commission Highlights prepared by Public Information Officer Pam Spencer regarding the presentation by Dr. James Mason.)

Sharon Poat representing Paducah-McCracken County Growth Inc., an organization that has been in existence since 1980 focusing on economic development and historic preservation, invited James Mason, Ph.D. P.E. to provide an analysis of the existing City Hall structure. Dr. Mason provided alternatives for retrofitting the canopy of City Hall and increasing the building's seismic strength. Dr. Mason says, "There is a definite issue in the original design of this building." He proposes adding reinforcing steel into all of the canopy's beams and recommends using the company, The Structural Group, to perform the work. He says The Structural Group is the premier company for concrete reconstruction and has completed work on the White House. Regarding seismic strengthening, Dr. Mason recommends using a technology called base isolation which separates the base of the structure from the ground and places it on a flexible structure known as a base isolator. Buildings utilizing base isolators move little or not at all during an earthquake. Dr. Mason says the cost to strengthen the canopy would be \$1.1 million with the cost to seismically strengthen the building at \$2.21 million for a total cost of \$3.31 million. Dr. Mason says these options would not change the exterior of the building and would not require the building to be vacated during work. Sharon Poat says, "This current proposal keeps so much of the building's fabric intact." Commissioner Richard Abraham says, "There's a lot of history in this building. If we can make it more functional without tearing it down, now's the time to look at that." Mayor Gayle Kaler says, "This, I think, is something that we can consider." The Paducah Board of Commissioners are interested in seeing a cost estimate utilizing these structural options in addition to the costs of system (electrical, plumbing, HVAC, etc.) and interior renovations. Also, at this time the City has issued a Request for Qualifications (RFQ) for architectural services for the construction of a new City Hall. The deadline to submit the RFQ is May 26.

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PUBLIC COMMENT REGARDING CITY HALL

Durwin Ursery, resident of Lower Town, commented he appreciated the Board using the community based decision-making approach to come to a decision to build a new City Hall or repair/renovate the current building.

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the April 28, 2015 and May 5, 2015 City Commission meetings be waived and that the Minutes of said meetings prepared by the City Clerk be approved as written.

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

APPOINTMENTS

CIVIC BEAUTIFICATION BOARD

Mayor Kaler made the following appointments: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby appoint Jill Jones and Monica Feiler to the Civic Beautification Board to replace Alberta Davis and Anita Stamper. These terms will expire July 1, 2018 and July 1, 2019, respectively."

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners approve the action of Mayor Kaler in appointing Jill Jones and Monica Feiler as members of the Civic Beautification Board.

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

PADUCAH-McCRACKEN COUNTY URBAN RENEWAL & COMMUNITY DEVELOPMENT AGENCY

Mayor Kaler made the following appointment: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby appoint Calvin Shanks as a member to the Paducah-McCracken County Urban Renewal and Community Development Agency to fill the unexpired term of Burford Wilson who has resigned. This term will expire February 23, 2016."

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners approve the action of Mayor Kaler in appointing Calvin Shanks as a member of the Paducah-McCracken County Urban Renewal and Community Development Agency.

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

MOTION

R & F DOCUMENTS

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

MAY 12, 2015

DOCUMENTS

1. Certificate of Liability Insurance for Linwood Chrysler Dodge Hyundai/Lindwood Motors
2. Commissioner's Deeds:
 1. 626 S. 12th Street
 2. 634 South 12th Street
 3. 1115 Ohio Street
 4. 2315 Powell Street
 5. 1320 Oscar Cross Avenue
 6. 1016 South 5th Street
3. Contracts/Agreements:
 1. Purchase Agreement with Katherine Anderson Knotts for 717 Harrison Street (ORD 2014-10-8195)
 2. Sublease between Seamen's Church Institute of New York and American Bureau of Shipping for real property located at the northwest intersection of Kentucky Avenue and South Water Street (ORD 2015-05-8236)
 3. Agreement with Linwood Motors for a one-half ton pick-up truck for use by the Fire Department (ORD 2015-02-8215)
 4. Contract for Services with the Paducah-McCracken County Convention & Visitors Bureau for marketing and promoting for the 2015 American Quilters Society Show (ORD 2015-04-8234)
4. 2-Year Commercial Guaranty Loan Instrument with Regions Bank for a loan re-issued to the Greater Paducah Economic Development Council (GPEDC) for the construction of the Information Age Park (ORD 2015-03-8225)
5. Paducah Water Works Financial Highlights for March 31, 2015

BIDS FOR ENGINEERING-PUBLIC WORKS DEPARTMENT

2015 Front Loader

1. McBride Mack*
2. Stringfellow

2015 Side Arm Refuse Truck

1. McBride Mack *
2. Stringfellow

Olivet Church Road Improvement Project Competitive Negotiation Proposals

1. Jim Smith Contracting Co., LLC*
2. Harold Coffey Construction Co., Inc

* Denotes Recommended Bid

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

MUNICIPAL ORDERS

PERSONNEL ACTIONS

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

MAY 12, 2015

(SEE MUNICIPAL ORDER BOOK)

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

PORT SECURITY GRANT APPLICATION

Commissioner Gault offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE U. S. DEPARTMENT OF HOMELAND SECURITY FOR A 2015 PORT SECURITY GRANT IN THE AMOUNT OF \$36,675, FOR THE RIVERFRONT VIDEO SECURITY PROJECT PHASE II," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5). M.O.#1838; BK 9

ORDINANCE – ADOPTION

INTENT TO ANNEX 2675, 2665, 2655 & 2645 HOLT ROAD

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY INTENT TO ANNEX CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS." This ordinance is summarized as follows: Approving intent to annex certain tracts of property contiguous to the present city limits, located at 2675, 2665, 2655 & 2645 Holt Road, containing 2.33 acres, more or less.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5). ORD.#2015-5-8237; BK 34

ORDINANCES – INTRODUCTION

APPROVE AND AUTHORIZE EXECUTION OF AGREEMENT WITH KENTUCKY TRANSPORTATION CABINET FOR THE RIVERFRONT REDEVELOPMENT PROJECT PHASE 1-B

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET AND THE CITY OF PADUCAH, KENTUCKY, FOR FEDERAL HIGHWAY ADMINISTRATION (FHWA) FUNDS TO BE ALLOCATED TOWARD THE RIVERFRONT IMPROVEMENT PROJECT PHASE 1-B AND AUTHORIZING THE MAYOR TO EXECUTE SAME." This ordinance is summarized as follows: The City of Paducah hereby approves an Agreement with the Commonwealth of Kentucky, Transportation Cabinet for reimbursable federal highway funding in the amount of \$3,920,000 for the Riverfront Improvement Project Phase 1-B and authorizes the Mayor to execute said agreement.

CONSTRUCTION CONTRACT FOR OLIVET CHURCH ROAD IMPROVEMENT PROJECT

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Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JIM SMITH CONTRACTING COMPANY, LLC FOR CONSTRUCTION OF THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT." This ordinance is summarized as follows: The City of Paducah hereby authorizes the Mayor to execute an agreement with Jim Smith Contracting Company, LLC in the amount of \$6,380,137.04, for construction of the Olivet Church Road Improvement Project.

PURCHASE FRONT LOADING REFUSE TRUCK

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF McBRIDE MACK, INC., FOR SALE TO THE CITY OF ONE, NEW 2015 FRONT-LOADING REFUSE COLLECTION CHASSIS AND BODY FOR USE BY THE SOLID WASTE COLLECTION SYSTEM, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This ordinance is summarized as follows: The City of Paducah accepts the bid of McBride Mack, Inc., in the amount of \$228,830.00, for sale to the City of one, new 2015 front-loading refuse collection chassis and body, and authorizes the Mayor to execute a contract for same.

PURCHASE SIDEARM LOADING REFUSE TRUCK

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF McBRIDE MACK, INC., FOR SALE TO THE CITY OF ONE AUTOMATED SIDEARM LOADER FOR USE BY THE SOLID WASTE DIVISION/PUBLIC WORKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This ordinance is summarized as follows: The City of Paducah accepts the bid of McBride Mack, Inc., in the amount of \$249,555.00, for sale to the City of one automated sidearm loader, for use by the Solid Waste Division/Public Works Department, and authorizes the Mayor to execute a contract for same.

AUTHORIZE PAYMENT TO AES ENVIRONMENTAL SERVICES, LLC FOR DISPOSAL OF WASTE FOR SPRING CLEAN-UP DAY

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY AES ENVIRONMENTAL LLC, FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE COLLECTED DURING THE CITY/COUNTY FREE CLEAN-UP DAY." This ordinance is summarized as follows: That the Finance Director is hereby authorized to pay AES Environmental LLC, in the amount of \$22,824.50 for the disposal of household hazardous waste collected during the City/County free Clean-Up Day.

CITY MANAGER REPORT

The City Manager reported negotiations have been completed with AFSCME and a contract will be coming to the Board for approval in the near future.

MAYOR & COMMISSIONER COMMENTS

None were given.

PUBLIC COMMENTS

Tom Dorroh, downtown business owner, proposed the City change the parking time in the downtown area from 2 hour parking to 4 hour parking. The second item he proposed was residents be given

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parking permits so they would not have to move their vehicles every 2 hours. Third, he asked if the length of the yellow lines (restricting parking) were in compliance.

EXECUTIVE SESSION

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b).
- 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).

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

Upon motion the meeting adjourned.

ADOPTED: May 26, 2015

City Clerk

Mayor

May 26, 2015

WHEREAS, subject to the approval of the Board of Commissioners, I hereby appoint Linnea Baumgardner to replace Randell Dawson, whose term has expired, and reappoint Faye Pittman as members of the Paducah-McCracken County Senior Citizens Board. These terms will expire June 30, 2018.

May 26, 2015

I move that the Board of Commissioners approve the action of Mayor Kaler in appointing Linnea Baumgardner and reappointing Faye Pittman as members of the Paducah-McCracken County Senior Citizens Board.

May 26, 2015

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

DOCUMENTS

1. Certificate of Liability Insurance for Schmitt Concrete, Inc.
2. Contracts/Agreements:
 - a. Subordination Agreement with Community Financial Services Bank in regards to the Jackson House Elevator CDBG Project (ORD # 2011-06-7818)
 - b. Agreement with Barbecue on the River, Inc. for in-kind contributions for the Barbeque on the River Festival (MO # 1830)
 - c. Display Contract with Arthur Rozzi Pyrotechnics for the July 4, 2015 fireworks display at the Paducah Riverfront (Executed by CM)
 - d. Contract for Services with ILIST PADUCAH for sponsored articles for the Paducah Parks Department (Executed by CM)
 - e. Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet for \$6,200,000 in reimbursable state funding for the construction phase of the Olivet Church Road Project (ORD # 2015-04-8232)

BIDS FOR PADUCAH POLICE DEPARTMENT

Body Armor

1. Galls, Inc.
2. Bluegrass Uniforms *

BIDS FOR ENGINEERING-PUBLIC WORKS DEPARTMENT

2015 Dump Truck

1. TAG Truck Centers*

Two ½ Ton Pickup Trucks

1. Larry Stovesand Buick GMC *
2. Paducah Ford
3. Linwood Motors

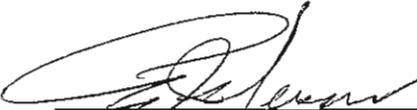
Roof Replacement Project – Park Services Recreation Center

1. Swift Roofing, Inc.
2. Woodall Companies, LLC *

* Denotes Winning/Recommended Bid

CITY OF PADUCAH
May 26, 2015

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



City Manager's Signature

May 26, 2015

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
May 26, 2015**

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

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>PARKS SERVICES</u>					
Boyarski, Zachary	Recreation Leader	\$9.00/Hr	NCS	Non-Ex	May 21, 2015
Chism, Jailon	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Donald, Tyanne	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 21, 2015
Downs, Lauren B.	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 21, 2015
Drew, Caroline A	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 18, 2015
Eicholtz, Kayla	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 28, 2015
Fell, Oliver O	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Grogan, Sophie F	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 14, 2015
Jackson, Kylie S	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 28, 2015
Kaylor, Zoey	Lifeguard	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Kinne, Kaitlyn E	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 28, 2015
LeMaster, Morgan	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 18, 2015
McCollum, Emily G	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 18, 2015
Meadows, Allyson M	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 18, 2015
Meadows, Taylor B	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 21, 2015
Mitchell, Elaina	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Newberry, Hannah M	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 18, 2015
Pheips, Bethany J	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 28, 2015
Prowell, Rheonna A	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 18, 2015
Smith, Benjamin D	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 28, 2015
Smith, Joya S	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 14, 2015
Starnes, Devon C	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 28, 2015
Stewart, Kelly A	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 28, 2015

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>PARKS SRVCS - MAINTENANCE</u>					
Meinders, Jason I	Parks Maintenance - Laborer	\$8.50/Hr	NCS	Non-Ex	June 4, 2015
Mizel, Jon	Parks Maintenance - Laborer	\$8.50/Hr	NCS	Non-Ex	June 4, 2015
Overstreet, Donald E	Parks Maintenance - Laborer	\$8.50/Hr	NCS	Non-Ex	June 4, 2015
Pinner, Kevin G	Parks Maintenance - Laborer	\$8.50/Hr	NCS	Non-Ex	June 4, 2015
Wolfe, Roy D	Parks Maintenance - Laborer	\$8.50/Hr	NCS	Non-Ex	June 4, 2015
Wolfe, Roy V	Parks Maintenance - Laborer	\$8.50/Hr	NCS	Non-Ex	June 4, 2015

NEW HIRE - FULL-TIME (F/T)

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>EPW - STREET</u>					
Damron, Derrick	Floodwall Operator	\$16.77/Hr	NCS	Non-Ex	May 28, 2015

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

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
<u>PARKS SERVICES</u>			
Doles, Summer L	Summer Camp Coordinator	Resignation* *Accepted another summer position	May 21, 2015

TERMINATIONS - FULL-TIME (F/T)

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
<u>EPW - STREET</u>			
Mead, Michael	EPW Street Supervisor	Resignation	May 15, 2015
<u>POLICE - OPERATIONS</u>			
Rundles, Justin M	Patrol Officer	Resignation	May 21, 2015

Agenda Action Form Paducah City Commission

Meeting Date: May 26, 2015

Short Title: Acquisition of Right of Way and a Drainage and Public Utility Easement located at 3361 Olivet Church Road for the Olivet Church Road Improvement Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Project Manager

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

Background Information:

Recently, negotiations have been conducted in good faith with Daryl and Paula Mitchell, the property owners at 3361 Olivet Church Road regarding the acquisition of a portion of right-of-way and a drainage public utility easement required for the Olivet Church Road Improvement Project. Subsequently, Mr. and Mrs. Mitchell agreed to convey a portion of their property for right of way consisting of 0.0035 acres (153.85 sq. ft.) and also to grant a permanent drainage and public utility easement consisting of 0.012 acres (530.57 sq. ft.) to the City of Paducah for the total monetary consideration of \$1,100. (Parcel #43)

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

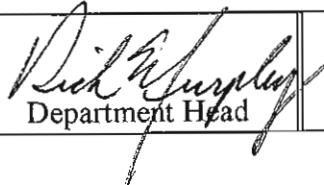
Funds Available: Account Name: Olivet Ch Rd Imp Proj
Account Number: 040-3315-532-2307
Project Number: ST0027

 5/21/2015
Finance

Staff Recommendation:

To adopt a Municipal Order authorizing the Mayor to execute a Deed of Conveyance and all related documents on behalf of the City of Paducah with Daryl and Paula Mitchell to acquire a portion of real property located at 3361 Olivet Church Road as right-of-way and a permanent drainage and public utility easement in consideration of \$1,100 for the Olivet Church Road Improvement Project.

Attachments: Deed of Conveyance

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS RELATING TO SAME FOR ACQUISITION OF A PORTION OF REAL PROPERTY LOCATED AT 3361 OLIVET CHURCH ROAD AS RIGHT OF WAY AND A PERMANENT DRAINAGE AND PUBLIC UTILITY EASEMENT FOR THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT, FOR AND IN CONSIDERATION OF \$1,100

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Deed of Conveyance and all documents relating to same, with Daryl and Paula Mitchell, for acquisition of a portion of real property located at 3361 Olivet Church Road as right of way and a permanent drainage and public utility easement for the Olivet Church Road Improvement Project, for and in consideration of \$1,100, and being more particularly described as follows:

Being a portion Lot 1 Block B in the Pace Place Subdivision as shown by plat of record in Plat Book "G", Page 480, in the McCracken County Clerk's Office, having an address of 3361 Olivet Church Road, Paducah, Kentucky, and being more particularly described as follows:

RIGHT OF WAY PARCEL # 43

Beginning at a point located 29.66 feet left of Olivet Church Road station 63+83.18; thence North 68 degrees 31 minutes 11 seconds West a distance of 1.34 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 63+83.15; thence North 22 degrees 46 minutes 49 seconds East a distance of 99.62 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 64+82.78; thence 31.87 feet along a curve to the left, said curve having a radius of 20.00 feet, a chord bearing of North 22 degrees 52 minutes 11 seconds West, and a chord length of 28.60 feet to a point, said point being located 51.45 feet left of Olivet Church Road station 65+02.77; thence South 68 degrees 31 minutes 11 seconds East a distance of 1.24 feet to a point, said point being located 50.22 feet left of Olivet Church Road station 65+02.80; thence 31.85 feet along a curve to the right, said curve having a radius of 20.00 feet, a chord bearing of South 22 degrees 53 minutes 58 seconds East, and a chord length of 28.59 feet to a point, said point being located 29.76 feet left of Olivet Church Road station 64+82.82; thence South 22 degrees 43 minutes 16 seconds West a distance of 99.64 feet to the point of beginning.

The above-described parcel contains 0.0035 acres (153.85 sq. ft.), more or less.

Being a portion of the same tract of land conveyed to the Grantors by deed dated June 27, 2003, which is duly recorded in Deed Book 1013 Page 477 in the office of the County Clerk of McCracken County, Kentucky.

DRAINAGE and PUBLIC UTILITY EASEMENT PARCEL #37

Beginning at a point located 41.74 feet left of Olivet Church Road centerline station 64+65.35; thence North 24 degrees 37 minutes 04 seconds West a distance of 45.61 feet to a point, said point being located 75.32 feet left of centerline station 64+96.23; thence South 68 degrees 31 minutes 11 seconds East a distance of 33.55 feet to a point, said point being located 41.78 feet left of centerline station 64+96.99; thence South 22 degrees 43 minutes 16 seconds West a distance of 31.64 feet to the point of beginning.

The above described parcel contains 0.012 acres (530.57 sq. ft.), more or less.

SECTION 2. This expenditure shall be charged through Project Account No. ST0027.

SECTION 3. 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, May 26, 2015
Recorded by Tammara S. Sanderson, City Clerk, May 26, 2015
\\mo\prop pur - 3361 Olivet Ch Rd

DEED OF CONVEYANCE
PERMANENT DRAINAGE and PUBLIC UTILITY EASEMENT

THIS DEED made and entered into this the _____ day of _____, 2015, by and between **DARYL A. MITCHELL** and wife, **PAULA J. MITCHELL** of 3361 Olivet Church Road, Paducah, Kentucky, 42001, Grantors, which is also the address to which the revised property tax bill for 2015 may be sent, and the **CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation of the Second Class, P. O. Box 2267, Paducah, Kentucky, 42002-2267, Grantee;

WITNESSETH:

That the Grantors, in consideration of \$ 1,100⁰⁰
(ONE THOUSAND ONE HUNDRED DOLLARS) cash in hand, the receipt of which is hereby acknowledged, have bargained and sold and do hereby sell, grant, transfer, and convey to the Grantee, its successors and assigns forever, the following property situated in McCracken County, Kentucky, and described as follows:

Being a portion Lot 1 Block B in the Pace Place Subdivision as shown by plat of record in Plat Book "G", Page 480, in the McCracken County Clerk's Office, having an address of 3361 Olivet Church Road, Paducah, Kentucky, and being more particularly described as follows:

RIGHT OF WAY PARCEL # 43

Beginning at a point located 29.66 feet left of Olivet Church Road station 63+83.18; thence North 68 degrees 31 minutes 11 seconds West a distance of 1.34 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 63+83.15; thence North 22 degrees 46 minutes 49 seconds East a distance of 99.62 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 64+82.78; thence 31.87 feet along a curve to the left, said curve having a radius of 20.00 feet, a chord bearing of North 22 degrees 52 minutes 11 seconds West, and a chord length of 28.60 feet to a point, said point being located 51.45 feet left of Olivet Church Road station 65+02.77; thence South 68 degrees 31 minutes 11 seconds East a distance of 1.24 feet to a point, said point being located 50.22 feet left of Olivet Church Road station 65+02.80; thence 31.85 feet along a curve to the right, said curve having a radius of 20.00 feet, a chord bearing of South 22 degrees 53 minutes 58 seconds East, and a chord length of 28.59 feet to a point, said point being located 29.76 feet left of Olivet Church Road station 64+82.82; thence South 22 degrees 43 minutes 16 seconds West a distance of 99.64 feet to the point of beginning.

The above-described parcel contains 0.0035 acres (153.85 sq. ft.), more or less.

Being a portion of the same tract of land conveyed to the Grantors by deed dated June 27, 2003, which is duly recorded in Deed Book 1013 Page 477 in the office of the County Clerk of McCracken County, Kentucky.

It is understood by the parties hereto and made a covenant herein that the above written parcel described above is conveyed in fee simple.

The acquisition of the herein described right of way is for the purposes of the improvement of the public roadway known as Olivet Church Road Improvement Project for the City of Paducah, Kentucky. The plans for this roadway improvement are on file in the Engineering-Public Works Department, City of Paducah, Kentucky.

In consideration of the aforementioned premises, Grantors also do hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a Permanent Drainage and Public Utility Easement, with the right to construct, install, and thereafter use, operate, inspect, repair, maintain, replace and remove roadway drainage and public utility lines with all rights in ingress, egress, and regress over and across real property owned by the Grantors, being a portion of the same previously described tract of land aforementioned in this document. Said perpetual Permanent Drainage and Public Utility Easement shall be described as follows:

DRAINAGE and PUBLIC UTILITY EASEMENT PARCEL #37

Beginning at a point located 41.74 feet left of Olivet Church Road centerline station 64+65.35; thence North 24 degrees 37 minutes 04 seconds West a distance of 45.61 feet to a point, said point being located 75.32 feet left of centerline station 64+96.23; thence South 68 degrees 31 minutes 11 seconds East a distance of 33.55 feet to a point, said point being located 41.78 feet left of centerline station 64+96.99; thence South 22 degrees 43 minutes 16 seconds West a distance of 31.64 feet to the point of beginning.

The above described parcel contains 0.012 acres (530.57 sq. ft.), more or less.

The grant of the aforementioned Permanent Drainage and Public Utility Easement is subject to existing easements for roads and other utilities if any, and Grantee shall, at its expense, repair all damage and surface damage including, but not limited to, settlement, erosion, or washing to Grantors' property occasioned by the road construction, drainage

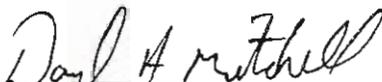
construction, and/or by the construction of the utility lines, mains, and appurtenances occurring within one year of completion the construction referred to herein, including, but not limited to grading, filling, leveling, sodding, and seeding as may be reasonably required in the sole judgment of the Grantors.

TO HAVE AND TO HOLD said property, together with all improvements thereon and all rights and appurtenances thereunto, unto the Grantee, its successors and assigns forever and in fee, with all the rights and privileges thereunto belonging with covenants of General Warranty.

IN TESTIMONY WHEREOF the Grantors and Grantee, by signing this document on the above given date, hereby acknowledge that the consideration stated hereinabove is the full actual consideration for the transfer of the subject property. The Grantee joins this deed for the sole purpose of certifying the consideration.

IN WITNESS WHEREOF, all of the parties to this deed of conveyance have hereunto set their hands on this the date first above written.

GRANTORS:



Daryl A. Mitchell



Paula J. Mitchell

GRANTEE:

CITY OF PADUCAH, KENTUCKY

By _____
Gayle Kaler, Mayor

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing instrument and consideration certificate were sworn to and acknowledged before me this 7th day of MAY, 2015, by Daryl A. Mitchell and wife, Paula J. Mitchell, Grantors.

My Commission expires 6-23-15
92492

Angela Weeks
Notary Public, State at Large



STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing consideration certificate was sworn to and acknowledged before me this _____ day of _____, 2015, by Gayle Kaler, Mayor of the City of Paducah, Kentucky, Grantee.

My Commission expires _____.

Notary Public, State at Large

SEAL

This instrument prepared by:

Dan Key, Assistant Corporation Counsel
City of Paducah
P. O. Box 2267
Paducah, Kentucky 42002-2267

E. E. AND
JTH ANN
BREWER
(42)

BEGIN CONSTRUCTION
STA. 0+72.80

DARYL AND
PAULA
MITCHELL
(43)

PROP. DRAINAGE
EASEMENT & P.U.E.

STEPHEN H. AND
MARILEE S. WILKS
(44)

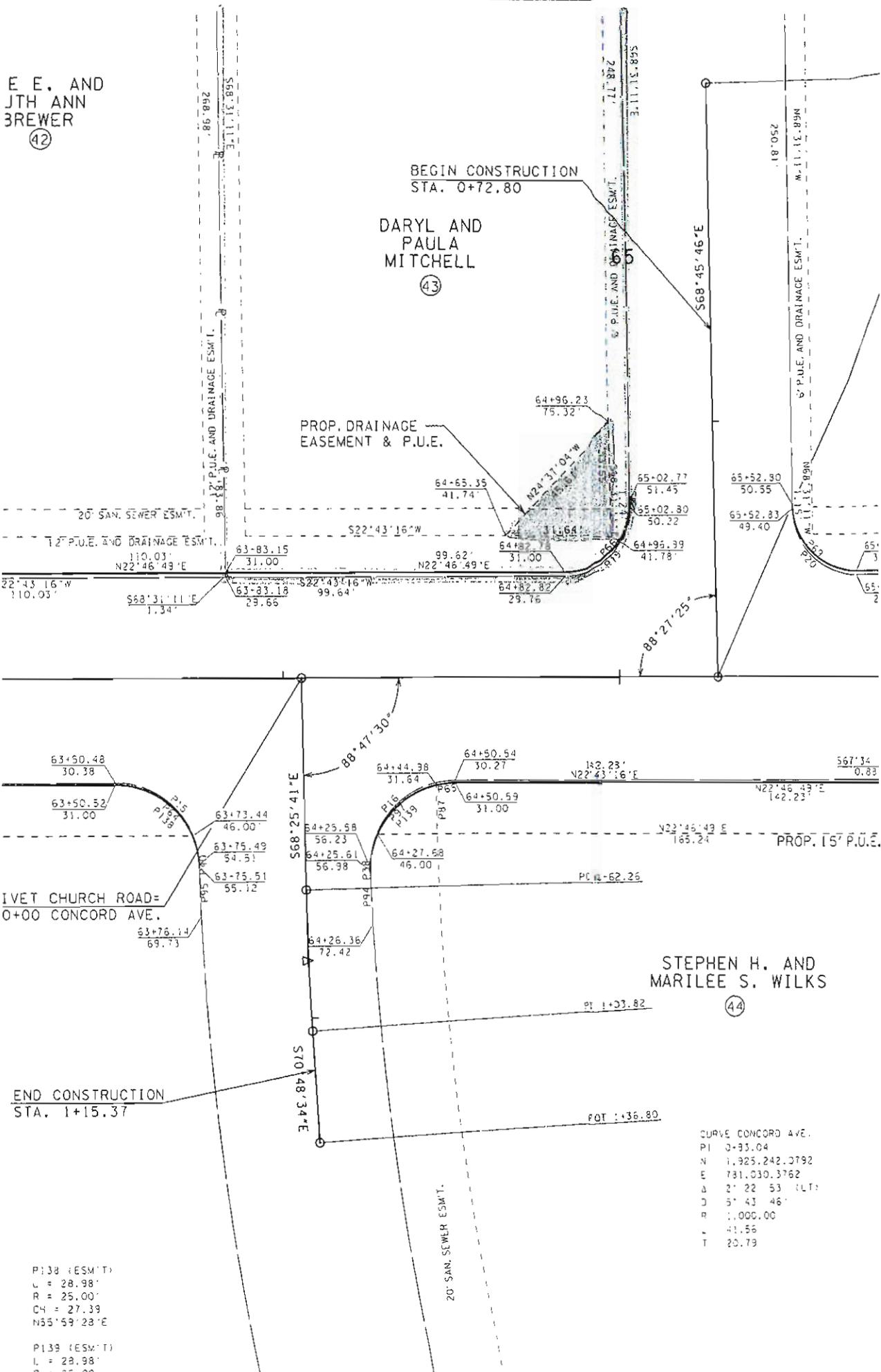
IVET CHURCH ROAD=
0+00 CONCORD AVE.

END CONSTRUCTION
STA. 1+15.37

CURVE CONCORD AVE.
PI 0+35.04
N 1,325,242.3792
E 781,030.3762
Δ 2' 22' 53" (LT)
C 5' 43' 46"
R 1,000.00
T -41.56
T 20.79

P138 (ESMT)
L = 28.98'
R = 25.00'
C4 = 27.39'
N55°59'28"E

P139 (ESMT)
L = 28.98'
R = 25.00'
C4 = 27.39'
N55°59'28"E



Agenda Action Form Paducah City Commission

Meeting Date: May 26, 2015

Short Title: Acquisition of Right of Way located at 3415 Olivet Church Road for the Olivet Church Road Improvement Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Project Manager

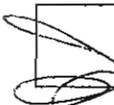
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

Recently, negotiations have been conducted in good faith with Pamila P. Ward, the property owner at 3415 Olivet Church Road regarding the acquisition of a portion of right-of-way required for the Olivet Church Road Improvement Project. Subsequently, Ms. Ward agreed to convey a portion of her property for right of way consisting of 0.0048 acres (209.92 sq. ft.) to the City of Paducah for the total monetary consideration of \$600. (Parcel #45)

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

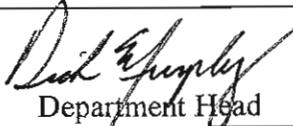
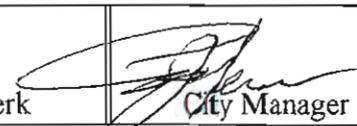
Funds Available: Account Name: Olivet Ch Rd Imp Proj
Account Number: 040-3315-532-2307
Project Number: ST0027


5/21/2015
Finance

Staff Recommendation:

To adopt a Municipal Order authorizing the Mayor to execute a Deed of Conveyance and all related documents on behalf of the City of Paducah with Pamila P. Ward to acquire a portion of real property located at 3415 Olivet Church Road as right-of-way in consideration of \$600.00 for the Olivet Church Road Improvement Project.

Attachments: Deed of Conveyance

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS RELATING TO SAME FOR ACQUISITION OF A PORTION OF REAL PROPERTY LOCATED AT 3415 OLIVET CHURCH ROAD AS RIGHT OF WAY FOR THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT, FOR AND IN CONSIDERATION OF \$600

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Deed of Conveyance and all documents relating to same, with Pamila P. Ward, for acquisition of a portion of real property located at 3415 Olivet Church Road as right of way for the Olivet Church Road Improvement Project, for and in consideration of \$600, and being more particularly described as follows:

Being a portion Lot 1 Block C of the Waiver of Subdivision for James Pace as shown by plat of record in Plat Book "H", Page 724, in the McCracken County Clerk's Office, having an address of 3415 Olivet Church Road, Paducah, Kentucky, and being more particularly described as follows:

RIGHT OF WAY PARCEL #45

Beginning at a point, located 29.85 feet left Olivet Church Road station 65+72.85; thence 30.98 feet along a curve to the right, said curve having a radius of 20.00 feet, a chord bearing of South 67 degrees 06 minutes 02 seconds West, and a chord length of 27.98 feet to a point, said point being located 49.40 feet left of Olivet Church Road station 65+52.83; thence North 68 degrees 31 minutes 11 seconds West a distance of 1.15 feet to a point, said point being located 50.55 feet left of Olivet Church Road station 65+52.80; thence 30.96 feet along a curve to the left, said curve having a radius of 20.00 feet, a chord bearing of North 67 degrees 07 minutes 49 seconds East, and a chord length of 27.96 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 65+72.80; thence North 22 degrees 46 minutes 49 seconds East a distance of 214.16 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 67+86.95; thence South 22 degrees 00 minutes 10 seconds West a distance of 73.70 feet to a point, said point being located 30.00 feet left of Olivet Church Road station 67+13.26; thence South 22 degrees 43 minutes 16 seconds West a distance of 140.42 feet to the point of beginning.

The above-described parcel contains 0.0048 acres (209.92 sq. ft.), more or less.

Being a portion of the same tract of land conveyed to Jeffrey E. Ward and wife, Pamila P. Ward by deed dated May 19, 2006, which is duly recorded in Deed Book 1093 Page 241 in the office of the County Clerk of McCracken County, Kentucky. Jeffrey E. Ward conveyed his interest to Pamila P. Ward by Deed dated November 21, 2013, which is recorded in Deed Book 1266, Page 607 in the aforesaid Clerk's Office.

SECTION 2. This expenditure shall be charged through Project Account No. ST0027.

SECTION 3. 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, May 26, 2015
Recorded by Tammara S. Sanderson, City Clerk, May 26, 2015
\\mo\prop pur - 3415 Olivet Ch Rd

COPY

DEED OF CONVEYANCE

THIS DEED made and entered into this the _____ day of _____, 2015 by and between PAMILA P. WARD, single, with a mailing address of 3415 Olivet Church Road, Paducah, Kentucky, 42001, which is also the address to which the property tax bill for 2015 may be sent, Grantor, and the CITY OF PADUCAH, KENTUCKY, a Municipal Corporation of the Second Class, with a mailing address of P. O. Box 2267, Paducah, Kentucky, 42002-2267, Grantee;

WITNESSETH:

That the Grantor, in consideration of SIX HUNDRED DOLLARS (\$ 600.00) cash in hand, the receipt of which is hereby acknowledged, has bargained and sold and does hereby sell, grant, transfer, and convey to the Grantee, its successors and assigns forever, the following property situated in McCracken County, Kentucky, and described as follows:

Being a portion Lot 1 Block C of the Waiver of Subdivision for James Pace as shown by plat of record in Plat Book "H", Page 724, in the McCracken County Clerk's Office, having an address of 3415 Olivet Church Road, Paducah, Kentucky, and being more particularly described as follows:

RIGHT OF WAY PARCEL #45

Beginning at a point, located 29.85 feet left Olivet Church Road station 65+72.85; thence 30.98 feet along a curve to the right, said curve having a radius of 20.00 feet, a chord bearing of South 67 degrees 06 minutes 02 seconds West, and a chord length of 27.98 feet to a point, said point being located 49.40 feet left of Olivet Church Road station 65+52.83; thence North 68 degrees 31 minutes 11 seconds West a distance of 1.15 feet to a point, said point being located 50.55 feet left of Olivet Church Road station 65+52.80; thence 30.96 feet along a curve to the left, said curve having a radius of 20.00 feet, a chord bearing of North 67 degrees 07 minutes 49 seconds East, and a chord length of 27.96 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 65+72.80; thence North 22 degrees 46 minutes 49 seconds East a distance of 214.16 feet to a point, said point being located 31.00 feet left of Olivet Church Road station 67+86.95; thence South 22 degrees 00 minutes 10 seconds West a distance of 73.70 feet to a point, said point being located 30.00 feet left of Olivet Church Road station 67+13.26; thence South 22 degrees 43 minutes 16 seconds West a distance of 140.42 feet to the point of beginning.

The above-described parcel contains 0.0048 acres (209.92 sq. ft.), more or less.

Being a portion of the same tract of land conveyed to Jeffrey E. Ward and wife, Pamila P. Ward by deed dated May 19, 2006, which is duly recorded in Deed Book 1093 Page 241 in the office of the County Clerk of McCracken County, Kentucky. Jeffrey E. Ward conveyed his interest to Pamila P. Ward by Deed dated November 21, 2013, which is recorded in Deed Book 1266, Page 607 in the aforesaid Clerk's Office.

It is understood by the parties hereto and made a covenant herein that the above written parcel described above is conveyed in fee simple.

The acquisition of the herein described right of way is for the purposes of the improvement of the public roadway known as Olivet Church Road Improvement Project for the City of Paducah, Kentucky. The plans for this roadway improvement are on file in the Engineering-Public Works Department, City of Paducah, Kentucky.

TO HAVE AND TO HOLD said property, together with all improvements thereon and all rights and appurtenances thereunto, unto the Grantee, its successors and assigns forever and in fee, with all the rights and privileges thereunto belonging with covenants of General Warranty.

IN TESTIMONY WHEREOF the Grantor and Grantee, by signing this document on the above given date, hereby acknowledge that the consideration stated hereinabove is the actual consideration for the transfer of the subject property. The Grantee joins this deed for sole purpose of certifying the consideration.

IN WITNESS WHEREOF, all of the parties to this deed of conveyance have hereunto set their hands on this the date first above written.

GRANTOR:


Pamila P. Ward

GRANTEE:

CITY OF PADUCAH, KENTUCKY

By _____
Gayle Kaler, Mayor



STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

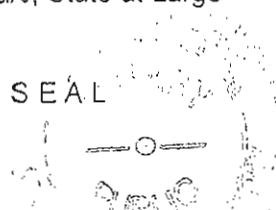
The foregoing instrument and consideration certificate were sworn to and acknowledged before me this 14th day of MAY, 2015, by Pamela P. Ward, Grantor.

My Commission expires: 6-23-18
512492



Notary Public, State at Large

SEAL



STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing consideration certificate was sworn to and acknowledged before me this _____ day of _____, 2015, by Gayle Kaler, Mayor of the City of Paducah, Kentucky, Grantee.

My Commission expires: _____

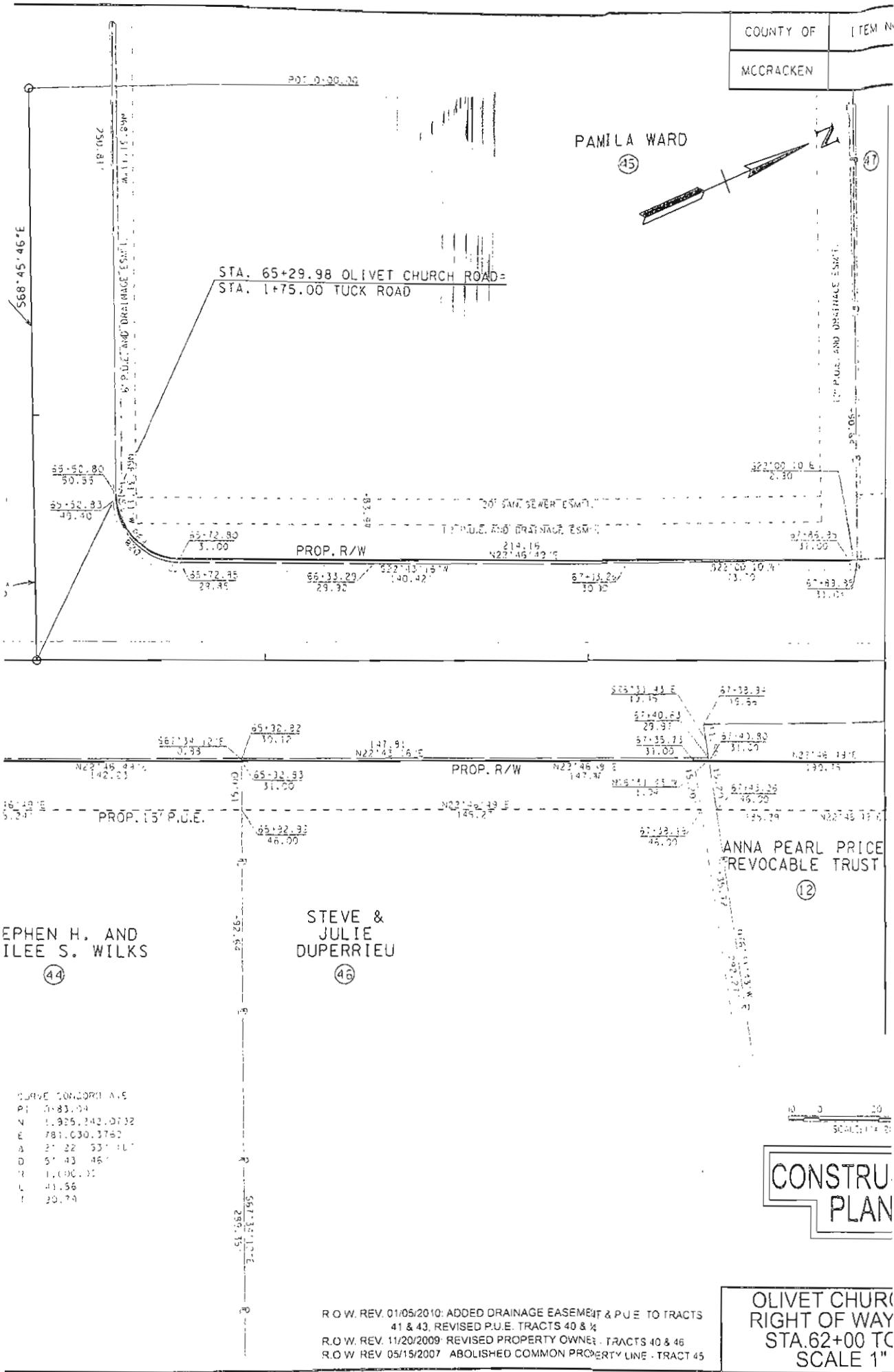
Notary Public, State at Large

SEAL

This instrument prepared by:

Dan Key, Assistant Corporation Counsel
City of Paducah
P. O. Box 2267
Paducah, Kentucky 42002-2267

COUNTY OF	ITEM NO.
MCCRACKEN	



CURVE CONCORDANCE
 P1 0+83.04
 N 1.905, 140.0732
 E 781.030, 3750
 A 21.22 53' 11.1"
 D 51.43 45'
 T 1.000, 31
 L 41.56
 T 20.74

CONSTRU PLAN

R.O.W. REV. 01/05/2010: ADDED DRAINAGE EASEMENT & P.U.E. TO TRACTS 41 & 43, REVISED P.U.E. TRACTS 40 & 46
 R.O.W. REV. 11/20/2009: REVISED PROPERTY OWNERS - TRACTS 40 & 46
 R.O.W. REV. 05/15/2007: ABOLISHED COMMON PROPERTY LINE - TRACT 45

**OLIVET CHURCH
 RIGHT OF WAY
 STA. 62+00 TO
 SCALE 1"**

Agenda Action Form

Paducah City Commission

Meeting Date: May 19, 2015

Short Title: Annexation of property located @ 2855 Lone Oak Road & 91 Plantation Drive

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin

Presentation By: Stephen Ervin

Background Information:



The intent of this agenda item is to adopt an intent to annex ordinance for property located at 2855 Lone Oak Road & 91 Plantation Drive. This is a consensual annexation. The property owner has requested the annexation. The property is contiguous to the City limits of Paducah. Banks Market and a strip center currently exist on the property. After the intent to annex ordinance is approved, a public hearing will be held with the Planning Commission to assign zoning. An annexation ordinance and zone change ordinance will be introduced by the City Commission on June 9th.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

Approve intent to annex ordinance

Attachments:

Annexation Plat
Request for Annexation Letter

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

Meeting Date: May 19, 2015

Short Title: Accept Bid for Police Body Armor

Ordinance Emergency Municipal Order Resolution Motion

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

Background Information: The Paducah Police Department requires its officers to wear protective body armor while on duty. The previous contract for body armor expired Dec. 31, 2014. Officers tested several different vests and chose the Safariland Summit SMO1-II for its protection level and comfort. An ad requesting sealed bids was placed in The Paducah Sun on Tuesday, April 21, 2015. Two bids were received, the lower of which was from Bluegrass Uniforms in Bowling Green, KY, for the price of \$740 per vest.

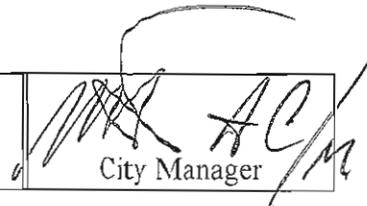
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Equipment/Safety and grants
Account Number: 001-1602-521-4212

5/14/15
Finance

Staff Recommendation: Accept the low bid of Bluegrass Uniforms for \$740 per vest and enter into a two-year contract with same.

Attachments: Bid tab

 Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: May 26, 2015

Short Title: AFSCME Contract

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Murray Looper, David Shockley, Richard Blanks, Rick Murphy, Mark Thompson, Jon Perkins, Jeff Pederson and Doolittle
Presentation By: Adrienne Gleeson

Background Information: The current three-year contract with AFSCME AFL-CIO Local 1586 expires June 30, 2015. Negotiations on the new three-year contract began on January 6, 2015 and concluded on April 27, 2015. The City has been advised that the membership met on May 4, 2015 and voted to ratify the attached contract.

The Contract includes the following major terms and changes from the old AFSCME contract:

Section 6. Sick Leave

City Proposal to add language to the contract indicating Retirement Time Purchases are only available to employees hired prior to 01/01/2014 (As per the Kentucky Retirement System).

Section 9. Union Business

Extends the number of unpaid days available for Union Business from 5 to 10 (to be pooled and used cumulatively amongst the selected AFSCME employee representatives).

Section 11. Safety Shoes & Clothing

Increases annual boot allowance from \$250 to \$275. In addition, requires that outdoor clothing shall be replaced on a 3 year cycle beginning with hire date.

Section 12. Hours of Work (B. Overtime)

Adds language to clarify the administration of 10th day double-time overtime: Employees are required to have 9 full "days worked" to be compensated at double-time, and double-time overtime will continue until the employee receives a full day off.

Section 18. Work Rules

Extends the notice period for additions or amendments to work rules, regulations, policies, procedures, and general orders from 5 days to 7 days.

Wage Proposal

Offers the following increase to compensation over the next 3 years (effective with the pay period that corresponds to the first paycheck following July 1st):

- FY 2016 – 1.5%
- FY 2017 – 1.5%
- FY 2018 – 1.5%

In addition, employee longevity shall increase from \$5 per month (for every year of service up to 20 years) to \$6 per month in 2016 and 2017, and to \$7 per month in FY 2018.

* In addition (and outside the contract language) the City agrees to include a Fair Share Check-off /FACT Sheet in the new hire orientation packet that allows Finance to automatically deduct fair share dues from a prospective member as soon as their probationary period has ended.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: Approve an ordinance authorizing the Mayor to execute the AFSCME contract.

Attachments: AFSCME Contract.

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015-6-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF PADUCAH AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1586

WHEREAS, the City and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1586, (AFSCME) entered into a contract concerning wage rates and other conditions of employment; and

WHEREAS, the duration of said contract is from July 1, 2015 through June 30, 2018; and

WHEREAS, the City and AFSCME mutually agree to the terms of this contract.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract between the City of Paducah and American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1586, (AFSCME), effective July 1, 2015 through June 30, 2018.

SECTION 2. This Ordinance shall become effective upon the first reading of this Ordinance.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, May 26, 2015
Adopted by the Board of Commissioners, June 2, 2015
Recorded by Tammara S. Brock, City Clerk, June 2, 2015
Published by the Paducah Sun, _____
\\ord\contract-AFSCME (2015-2018)

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CONTRACT

THIS AGREEMENT made and entered into this 1st day of July 2015, by and between the CITY OF PADUCAH hereinafter referred to as the "City" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL CIO, LOCAL 1586, hereinafter referred to as the "Union".

PREAMBLE

It is the intent of the parties that this contract constitutes a complete agreement between the parties hereto, and that it shall remain in effect except as hereinafter amended, altered or modified, and that no additions, waivers, deletions, changes or amendments shall be made during the term of this contract except by written agreement of the parties.

It is understood that no incident by the City or Union, which occurred prior to the date of this contract, shall be the subject of complaint under any of the procedures provided in this contract.

1. UNION SECURITY

A. RECOGNITION

1. The City agrees to recognize the Union as the exclusive bargaining agent for the purpose of collective bargaining in the settlement of disputes which may arise concerning wage rates, working conditions, hours of employment, dismissal, discrimination or other conditions of employment.
2. The City and the Union do hereby agree that the unit appropriate for such bargaining purposes shall consist of permanent full time, non-supervisory employees within a combination of the following (meeting one criteria in each category): Departments, Divisions and Classifications. Departments, Engineering-Public Works and Parks Services; Divisions, Parks Maintenance, Maintenance, Solid Waste, Floodwall, and Street; Classifications, Compost Equipment Operator, Concrete Finisher, Equipment Operator, Laborer, Maintenance Technician, Right of Way Maintenance Person, Traffic Technician, Truck Driver and Floodwall Operator. All other City employees shall be excluded from the bargaining unit.
3. The City agrees not to discriminate against any employee because of Union membership or lawful Union activity, and the Union agrees not to solicit for membership, collect Union funds, or engage in other Union activity on City time unless specifically provided for in this agreement.

B. DUES DEDUCTION AND FAIR SHARE

1. The Employer and the Union agree that membership in the Union is available to all employees occupying bargaining unit positions after serving their probationary period.
2. The Employer agrees to deduct Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receipt of a written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer's Finance Director by the employee or the Union Treasurer. Upon receipt of the authorization, the employer will withhold the sum as certified by the Union as its uniform dues from the employee's pay in the pay period in the month following receipt of the authorization. The sum of all dues collected shall be remitted to the Union treasurer within ten (10) days of the deduction.

3. Dues check off authorizations shall be honored for the term of this Agreement, except that any employee may revoke his authorization during the month of December of each year of the agreement. There shall be no other revocation period. The revocation shall be in writing to the City and the Union.
4. The Employer assumes no obligation of any kind arising out of its deduction of dues. The Union shall indemnify and save the Employer harmless from any claim, action or proceeding brought by any person against it as a result of its dues deduction. Once dues are remitted to the Union, their disposition thereafter shall be its sole obligation and responsibility.
5. The Employer shall be relieved from making dues deductions when an employee terminates his employment, transfers to a position outside the bargaining unit covered by this Agreement is laid off from work, revokes his authorization pursuant to the terms of this Agreement, is on unpaid leave of absence or for any reason fails to earn sufficient wages to make all legally required deductions such as taxes, FICA, etc., in addition to the deduction of Union dues.
6. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's Constitution and By-Laws.
7. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Union. The Employer shall deduct once monthly from the earnings of all employees in the bargaining unit, their fair share of the cost of representation by the Union, as certified to the Employer by the Union. The Employer shall pay said amount to: AFSCME Council 62, 1424 North Pennsylvania Street, Indianapolis, Indiana 46202-2486. The date for the commencement of these deductions shall be determined by the Union; however, no deduction shall be made prior to thirty (30) days after the Union sends notice of budget information to the employees. The Employer will provide the Union with a list of employees from whom deductions are made with each monthly remittance to the Union.
8. For the purpose of this Article, employees who are members of the Union and whose dues are deducted and remitted to the Union by the Employer or paid to the Union in some other manner authorized by the Union are exempt from this provision. The Union shall notify the Employer of those employees who are exempt from the provisions of this Article and shall notify the Employer of any changes in its membership affecting the operation of the provisions of this Article.
9. The Union shall notify the Employer of the amount certified by the Union to be the fair share of the cost of representation by the Union and the date for the commencement of the fair share deduction, prior to the deduction by the Employer.
10. The Union agrees to certify to the Employer only such fair share costs as are allowed by law, and further agrees to abide by the decisions of courts of competent jurisdiction and any arbitrators' decision in this regard. The Union agrees to inform the Employer of any change in the amount of such fair share cost.
11. The Union shall provide employees who are not members of the Union with an internal mechanism within the Union set out in Section C which is consistent with the requirements of law and

which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate to any monies to which they are entitled. To the extent required by law, the Union will place in an interest bearing escrow account any disputed fair share amount.

12. The Union will indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non action is in compliance with the provisions of this Article, and in reliance on any list or certificates which have been furnished to the Employer pursuant in this Article. The Union agrees to refund to the Employer any amounts paid to it in error on account of payroll deduction provision upon presentation of the proper evidence thereof

C. NON MEMBER FAIR SHARE REBATE PROCEDURE:

1. These procedures are designed to prevent compulsory subsidization of ideological activity by objecting employees without restricting the Union's ability to require such employees to contribute to the cost of collective bargaining activities.
2. Financial Disclosure. The Union will, on an annual basis, make a determination as to an appropriate amount allotted to collective bargaining representation as opposed to other activities of the Union and will provide this information to the employees. In providing this information, the Union shall include a breakdown of actual expenditures of the Union with identification of the major categories of expenses sufficient to identify collective bargaining activities as opposed to political or ideological activities of the Union from the prior year, as verified by an independent auditor.
3. This information shall be provided to the employees, both member and non-member, at least thirty (30) days prior to the date of initial fair share fee deduction and at least thirty (30) days prior to any change in the fair share deduction. In addition to the financial information provided, the Union shall notify the non-member employee of his or her right to challenge the fair share agreement and state the time limitation for such challenge.
4. Processing of the Challenge. Any employee who seeks a rebate of his or her fair share assessment must file a written objection with the Union within (30) days from the date the employee received the budgetary material, specifying the reason for the objection. For the purposes of this provision, material shall be deemed received three (3) days after it is mailed. The Union may waive the time limitations if the person can demonstrate good cause of delay in filing.
5. Upon receipt of the challenge, the Union shall immediately escrow, in an interest bearing account, the amount thereafter deducted by the Employer as the challenging employee's fair share fee pending the outcome of the challenge. The Union shall seek a panel of qualified arbitrators from American Arbitration Association (AAA) and both the Union and the challenging employee shall be allowed alternate strikes from the panel in order to arrive at a neutral arbitrator. As a condition of appointment, the arbitrator must agree to issue his or her award in an expeditious manner.
6. The Union has the right to consolidate arbitration proceedings so that the same general dispute is not arbitrated in more than one proceeding for each annual challenge time period.

2. DISCIPLINE

- A. At any disciplinary proceeding, an employee shall be entitled to representation by the Steward and a non-employee Union Representative if such non-employee Union Representative is available. Under no circumstances shall any action cease due to the unavailability of such non-employee Union Representative. A disciplinary action proceeding shall be distinguished from an investigative fact gathering meeting.
- B. It is agreed that disciplinary action shall not be imposed upon an employee except for just cause.
- C. Any proposed disciplinary action involving discharge, suspension, or reduction in grade or pay (NON CIVIL SERVICE ONLY), shall be subject to the grievance procedure.
- D. Although harsh disciplinary action may be imposed for severe infractions, in most cases the City shall adhere to the principle of progressive discipline. This disciplinary action shall include:
- i. Verbal Warning
 - ii. Written Reprimand
 - iii. Suspension
 - iv. Termination
- E. Any discipline to be imposed shall be initiated as soon as reasonably possible, but no later than five (5) working days following the completion of the incident investigation recommended by the Department Director. The investigation is to be completed within 15 days of the Director's knowledge where it is practical. Records of disciplinary action shall be a permanent part of an employee's personnel record; however, verbal and written warning will not be considered after 30 months unless a repeated pattern of unacceptable behavior is demonstrated by the employee. This will not place an employee into a double jeopardy situation for disciplinary action, but does allow the City to begin the progressive disciplinary process at the appropriate level.

3. GRIEVANCE AND MEDIATION PROCEDURE

- A. Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement shall be settled in the following manner:
1. STEP ONE: The Union Steward, with or without the employee, shall present the grievance to the employee's Superintendent (in certain cases it may be appropriate to advance in the chain of command to file a grievance) within five (5) working days of its occurrence or within five (5) working days of knowledge of the occurrence by the employee. The grievance must state the contract provision(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the aggrieved employee. The supervisor shall then attempt to adjust the matter and shall respond to the Steward or the employee; whichever has presented the grievance, within five (5) working days. The Union Steward will be allowed a reasonable length of time to discuss adjustment of the grievance with the appropriate supervisor.

2. STEP TWO: If the grievance has not been settled, it shall be presented in writing by the Union steward, OR the employee to the department head within five (5) working days after the supervisor's response is due. The department head shall respond in writing to the party presenting the grievance within ten (10) working days.

3. STEP THREE: If the grievance remains unadjusted, it may then be presented by the Union Steward, OR employee to the City Manager in writing within three (3) working days after the response of the department head is due. The City Manager shall respond in writing to the party presenting the grievance within fifteen (15) working days.

4. STEP FOUR: Mediation If the grievance is not resolved at STEP 3, and the employee and the Union desire to proceed with the grievance then the employee and the Union may request mediation by the Kentucky Labor Cabinet or any other mutually agreed upon mediator. The mediator shall have five (5) working days to set a date for the mediation hearing within thirty (30) days. The mediator shall attempt to mediate the dispute at the hearing. Should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement. The decision of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) days after the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

5. STEP FIVE: If the grievance remains unadjusted, it may then be presented by the Union Steward, OR the employee to the Board of Commissioners in writing within three (3) working days after the response of the mediator is due. The statement of the grievance shall be filed with the City Clerk not later than 4:30 p.m. on the last day permitted for the filing of the grievance at this step. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action including any advisory opinion of the mediator shall be attached to the grievance and made a part thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented. A vote of three Commissioners will be required to deny the grievance.

B. If the Union fails to respond within the time limits stated in any step of the grievance procedure, the grievance shall be considered to be unsatisfactorily settled with the City's last stated position, unless the time limits are extended by mutual agreement of the City and the Union. Failure by the City to answer a grievance within the time period prescribed in Steps 1 through 3 shall constitute a denial of the grievance unless the time limits are extended by mutual agreement of the City and the Union.

C. Up to three employees (Union President, Steward and Grievant) may be reimbursed for as much as 30 minutes each at Step 1 through Step 3 of the Grievance Procedure.

D. Expenses for the mediator's services in the proceedings shall be borne equally by the City and the Union or employee, provided, however, that each party shall be responsible for compensating his/her own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made, but shall bear the cost, unless the transcript is taken by mutual agreement. Each party shall be responsible for providing his/her own copy. In the event the mediator

requires a verbatim record of the proceedings, the original transcript shall be borne equally by both parties.

E. The Union reserves the right to settle a grievance at any step.

4. PLEDGE AGAINST DISCRIMINATION AND COERCION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

B. The City agrees not to interfere with the rights of an employee to become a member of the Union, and there shall be no discrimination, interference, restraint or coercion by the City or any of its supervisors and agents against any employee because of union membership or because of any activity in an official capacity on behalf of the Union.

C. The Union recognizes its responsibilities herein and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

5. VACATION

A. After obtaining vacation eligibility, an employee may take vacation as may be reasonably scheduled with management approval as hereinafter set forth.

B. All employees employed after April 1, 1980 shall receive vacation time as follows:

1. 0-1 year: The accrual rate shall be one half ($\frac{1}{2}$) days per month for a total of six (6) days.
2. 2-4 years: The accrual rate shall be five sixth ($\frac{5}{6}$) days per month, for a total of ten (10) days per year.
3. 5-9 years: The accrual rate shall be one (1) day per month for a total of twelve (12) days per year.
4. 10-14 years: The accrual rate shall be one and one quarter ($1 \frac{1}{4}$) days per month for a total of fifteen (15) days per year.
5. 15-19 years: The accrual rate shall be one and one half ($1 \frac{1}{2}$) days per month for a total of eighteen (18) days per year.
6. 20-24 years: The accrual rate shall be one and three quarters ($1 \frac{3}{4}$) days per month for a total of twenty one (21) days per year.
7. 25 or more years: The accrual rate of vacation shall be two (2) days per month for a total of twenty four (24) days per year.

C. An employee may accumulate up to a maximum of fifty (50) days of vacation at any one time. Upon termination of employment all employees shall be paid for any unused accrued vacation leave not to exceed fifty (50) working days.

D. Each Division Superintendent shall prepare a schedule of vacation for the entire year indicating how many employees may be gone from work within the department at any one time, and request for vacations shall be applied for on a basis of seniority during the period from January 1 through March 31. Accrued time not originally applied for may be taken with the approval of the immediate superintendent at any time. Employees shall submit requests for vacation leave by March 15th of each year. Management will provide written responses to each request by March 31st of each year.

E. The number vacation days credited to each employee shall be printed on employee pay stubs.

6. SICK LEAVE

A. Employees shall be entitled to accrue sick leave time. The accrual rate of sick leave shall be at the rate of one and one half (1 1/2) working days for each month of service. A month in which a salaried employee is paid for fifteen (15) days or more and a daily or hourly employee is paid for twelve (12) days or more, shall be considered a month of service.

B. Retirement Time Purchase [Applicable only to employees hired prior to 01/01/2014]: When an employee retires the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This benefit is contingent on CERS approval.

C. Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in paragraph 2 above or the payment alternative described in paragraph 4 below.

D. Payment alternative: Members of the bargaining unit hired prior to 01/01/2014 may elect the following benefit in lieu of the Retirement Time Purchase described in Paragraph 2.

1. Upon retirement, employees electing the payment alternative who have over 50 days of sick leave accumulated shall be paid an amount equivalent to one day's regular pay for all sick days accumulated over 50 days up to a maximum of 70 days pay.

2. Current employees who desire to select this payment alternative in lieu of the Retirement Time Purchase benefit in Paragraph 2 must state their desire in writing to the City Human Resources Director before 4:30 p.m. June 30, 2004. Employees hired after this contract is executed who desire to select this payment alternative in lieu of the retirement time purchase benefit in Paragraph 2 must state their desire in writing to the City Human Resources Director within 90 days of their date of employment.

3. Employees who select this payment alternative may accrue a maximum of 150 days of sick leave. All other employees may accrue a maximum of 242 days of sick leave.

E. Sick leave extensions for serious and unusual circumstances may be approved by the City Manager at his discretion. The initial request for a sick leave extension will be submitted to the employee's department head.

F. The employee, the employee's spouse or someone on behalf of the employee must notify the department of an illness or need for sick leave not later than one hour after the time the employee is scheduled to report to work in order for the employee to be eligible for pay, except for extenuating circumstances which justifiably preclude the notification.

G. The number of sick days credited to each employee shall be printed on employee pay stubs.

H. The City and the Union agree that an employee who abuses sick leave may be disciplined pursuant to the discipline article of the contract. It is agreed that employees may be required to provide a medical statement following a written warning. It is agreed that employees will not be required to provide a medical statement beyond the twelve months, required by City Policy and Procedures governing sick leave abuse.

7. HOLIDAYS

A. The following days shall be recognized as holidays:

New Year's Eve	Thanksgiving Day
New Year's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Personal Day observed at discretion of employee
Martin Luther King B Day	

B. If any of the above holidays fall on Sunday, Monday shall be recognized as the holiday. If any of the above holidays fall on Saturday, the preceding Friday will be recognized as the holiday. For those employees who regularly work on Saturday and/or Sunday, the same criteria shall apply for the days recognized as those employees' weekend.

C. Employees will be paid for recognized holidays where qualified, in an amount equivalent to eight times the employee's hourly rate or the equivalent to one day's pay. Employees who are required to work on a recognized holiday shall be further compensated at one and one half (1 ½) times their straight time hourly rate.

D. To qualify for holiday pay an employee must work his/her regularly scheduled shift the day preceding and the day following the holiday or work the actual holiday unless properly excused.

E. Employees qualifying to receive holiday pay will receive credit for those hours as hours worked for the purpose of calculating overtime.

8. JURY DUTY

An employee who is called to jury duty may be excused from work on presentation of a court notice to his/her department head. The employee who has been excused will be paid his/her normal straight time earnings while on jury duty and may retain the fees received from court. Only scheduled workdays actually spent in court shall be counted in calculating payment. An employee who is not required to report for jury duty during a session on a certain date shall report to work. An employee who would be working but not for jury duty who is not called at the opening of court for actual jury duty and who is excused for the remainder of the day shall report for work within one hour after being excused.

9. UNION BUSINESS

Union Members may attend Union functions for up to ten (10) Business days cumulatively annually utilizing an unpaid leave of absence. The Union President shall notify both Department Directors giving written notice two weeks in advance.

10. SAFETY COMMITTEE

The Safety Committee shall have representatives from each department to include a bargaining unit representative. Meetings will be subject to call by the HR Director.

11. SAFETY SHOES & CLOTHING

A. The City agrees to make available to each employee covered by this contract a \$275 boot allowance each year, to be included in the employees' pay on the second paycheck immediately following July 1 each year. Footwear must be worn at all times per City PPE policy, and must comply with OSHA 1910.136 or ANSI Z41-1991 to qualify for reimbursement.

B. Janitorial/Custodial personnel may be exempted from wearing safety shoes if approved by the HR Director and they will not receive the allowance listed above.

C. Outdoor clothing shall be issued at hire date and replaced on three (3) year cycles.

12. HOURS OF WORK

A. DEFINITIONS

1. The payroll week shall consist of seven days extending from Thursday at 12:01 am. To Wednesday 12:00 am. Unless it is changed to an alternative seven day period by City Commission ordinance.
2. The normal workweek shall consist of forty (40) hours within the payroll week.
3. The normal workweek shall also be Monday through Friday; however, supervision may schedule an employee for other than Monday through Friday when deemed appropriate.
4. The normal workday shall consist of eight (8) hours of work. However, at times employees may be scheduled to work a normal schedule of four (4) consecutive ten (10) hour days.
5. Employees may be assigned to work a flexible work schedule that provides for irregular starting times.
6. The City will make every effort to notify an employee one week in advance before making a work schedule change, but as a minimum twenty four (24) hours in advance.

B. OVERTIME

1. Employees who work more than forty (40) hours in any one-payroll week shall be paid one and one half times the base straight time hourly rate for all excess hours worked.
2. For the purposes of calculating overtime, Bereavement Leave shall be considered "hours worked."
3. Employees required to work more than nine full days straight will be compensated at two times the base straight time hourly rate for all hours worked beginning with the 10th day and continuing until the employee receives a full day off.
4. When an employee is called in and required to work overtime, he shall receive a minimum of two (2) hours of overtime at one and one-half his regular straight-time hourly rate, regardless of whether such employee works two full hours or not. During said two hour period of time he may be subject to more than one assignment. In the event the employee works beyond two (2) hours during the same overtime period, said employee shall receive time and one-half for each hour or part of an hour after the two (2) hours period expires. Employees receiving call out pay will be paid time and one-half for the duration of the call out assignment regardless of any leave taken during the pay cycle in which the call out occurs, including: sick leave, vacation leave, jury duty, etc. Employees who have served suspension without pay during the FLSA work cycle in which call out occurs will be ineligible for time and one-half rate of pay.
5. Employees who work overtime shall not be required to take time off to offset the overtime worked, although the employee may request time off at an alternate time during the work week in lieu of compensation for the extra hours of work, subject to supervisory approval. In the event the employees who work extended overtime are required by the City to take rest time off from the job, the employees shall be compensated at their regular straight time rate for any such rest time which extends

into their next regular shift. Employees shall not be required to take vacation time as compensation for said rest time.

6. As needed, employees will be required to work hours in excess of that set forth herein, and will receive pay at the overtime rate as set out in subsection 1 above. When an employee is scheduled for overtime work he will be paid not less than two (2) hours. During said two (2) hour period he may be subject to more than one assignment.

7. Overtime offered immediately prior to or at the end of the workday will be assigned to the employees who have been performing that work unless an employee has a special family obligation that conflicts with the assignment. Such overtime may or may not be scheduled. Other overtime will be assigned in accordance with the following guidelines.

8. Seniority will prevail for all overtime work on a rotation basis except where qualification and expertise are an issue:

- a. Overtime work shall be distributed equally to employees working within the same job classification and by department, where possible. The distribution of overtime shall be equalized over each six-month period beginning on the first day of January and the first day of July each year. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification, and department where possible, who has the least number of overtime hours to his credit at that time. If this employee is not available to answer a call after two (2) consecutive call-in occasions in a six (6) month period or does not accept the assignment, he/she will be charged with such overtime hours as overtime worked, and the employee with the next-fewest number of overtime hours to his credit shall be offered the assignment. The City shall not be obligated to contact employees who are off duty other than by telephone.
- b. Each supervisor shall maintain an overtime record on an overtime chart provided to him. Overtime record charts shall be available for review by the department steward and a current copy of the overtime record charts shall be posted in the department.
- c. Employees who refuse overtime will be charged with such overtime hours as overtime worked. An employee absent for vacation will not be considered for overtime.
- d. A new employee or an employee who changes classifications, department or shift will be charged, at that time, with overtime equal to the greatest amount of overtime charged to any employee in the classification in the department and on the shift to which he changes.
- e. When overtime work is scheduled, the City will notify employees involved at least twenty-four hours in advance of such scheduled overtime. When unscheduled overtime is required the City will, except in unforeseen circumstances, notify the employee at least two hours before the end of the shift immediately preceding the overtime. Any improper scheduling shall be corrected only by offers of subsequent overtime assignments as they become available.
- f. If an employee suffers a loss due to improper scheduling of overtime he must inform his supervisor, and if he has in fact missed an overtime opportunity, he shall be offered the next available assignment. The City agrees that an employee will suffer no loss of compensation in the event that the next assignment, so offered, is not at the same pay level as the assignment missed.

- g. If an employee feels he will suffer a loss due to improper scheduling of overtime, he must inform his supervisor of the situation prior to the last hour of his shift immediately preceding the scheduled overtime. If no adjustment is made and a subsequent grievance substantiates the improper scheduling he shall be offered the next available overtime assignment.
- h. It is understood that allowances for overtime differences due to special work requirements and/or emergencies may be necessary. However, such allowances will be discussed with the Union.
- i. Overtime for all employees will be equalized on January 1 and July 1 of each year.

9. All employees must provide a telephone number where they may be called for overtime purposes. Failure on the part of the employee to keep the City informed of his/her current address and telephone number or place at which or through which he/she might be contacted shall relieve the City of its responsibility in calling an employee for overtime work.

10. An employee who is required to work overtime and who works ten (10) or more continuous and successive hours, excluding the scheduled meal time, will be allowed a sufficient time and arrangements shall be made for him/her to have time to eat within the hour thereafter, and no time will be deducted for such meal period during such overtime work, it being understood that the period will be made as short as possible, and in no case to exceed thirty (30) minutes. An additional meal allowance will be allowed for each four hours of consecutive work performed thereafter. The City shall provide food and drinks at mealtime for employees when working overtime as referenced in this paragraph. This provision does not apply to a four (4) day, ten (10) hours/day work week schedule of an employee.

11. No employee will be required to work through the scheduled lunch period, except that any employee who works through the scheduled lunch period at the request of the City will be paid for the lunch period, provided however, that an employee's lunch break shall not be deemed passed until he/she has been working on the job for a period of one and one-half hours past the mid-point of his/her work shift. No employee shall be forced to take an early time off to compensate him/her for time worked during a lunch period.

12. There shall be no changing of starting time in order to avoid the payment of overtime.

C. LUNCH AND BREAK PERIODS

Employees shall be granted two (2) paid fifteen (15) minute work breaks, one occurring in the first half of the shift and the second occurring in the second half of the work shift. Employees shall be granted an unpaid lunch period of thirty (30) minutes. Included in these times is travel time to and from the job site.

13. SEVERABILITY

Should any article, paragraph or portion thereof of this Contract be held unlawful or unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specific article, paragraph or portion thereof as directly specified in the judgment, and upon issuance of such judgment, the parties hereto agree to negotiate a substitute for the invalidated article, paragraph or portion thereof

14. WAIVER IN EMERGENCY

A. In cases of emergency declared by the President of the United States, the Governor of the Commonwealth of Kentucky, the Mayor of the City of Paducah, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended:

1. Time limits for the processing of the grievance.
2. All agreements relating to the assignment of employees for the duration of the emergency period only.
3. Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

15. LABOR/MANAGEMENT MEETINGS

A. In the interest of sound labor/management relations, once each quarter on a mutually agreed date and time (or more frequent if mutually agreed), the employer's representatives shall meet with two (2) table officers or designated persons of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Such meetings are to be limited to no more than two hours at a time. Meetings will be held during the Union representatives normal work time and they shall suffer no loss of pay. However, if the number of employee hours being spent on such meetings becomes excessive in management's opinion, the meetings shall be scheduled at times other than the employee's working hours.

B. An agenda will be exchanged by the parties at least three (3) working days in advance of the meeting with a list of matters to be discussed in the meeting and the names of those Union representatives who will be attending. Additions to the agenda may be included prior to the start of the meeting. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement.
2. Notify the Union of proposed changes by the Employer, which shall affect bargaining unit members.

3. Discuss grievances that have not been processed beyond the final step of the grievance procedure.
4. Disseminate general information of interest to the parties.
5. Discuss ways to increase productivity and improve effectiveness.
6. To consider and discuss health and safety measures relating to employees.
7. Other matters mutually agreed upon.

C. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

16. DEFINITIONS

A. "City" as used herein, the term "City" shall mean the City of Paducah and/or its governing body, the Board of Commissioners.

B. "Union" as used herein, the term "Union" shall mean the American Federation of State, County and Municipal Employees, AFL CIO, Local 1586 and/or its officers and executive board.

C. "Employees" as used herein, the term "employees" shall mean all permanent full time employees of the City who are members of the bargaining unit.

D. "Seasonal position" as used herein, the term "seasonal position" shall mean a position of employment with the City which may be annual in nature, but limited to a particular seasonal need of the City. Seasonal positions normally shall not exceed six months.

E. "Temporary Employees" Nothing herein shall prevent the City from hiring temporary employees. However, the city shall not hire temporary employees for the purposes of eroding the bargaining unit or to evade this agreement. Normally, these employees will be used for a limited period not to extend six months. However, due to unforeseen circumstances the need may arise to extend temporary employees beyond six months.

F. Each month the City Manager will present to the Commission a report listing all seasonal and temporary employees who have been employed for more than 6 months.

G. "Evening shift" as used herein, the term "evening shift" shall mean a regularly scheduled period for one or more employees in which more than one half the scheduled time is between the hours of 3:30 p.m. and 12:00 am.

H. "Night shift" as used herein, the term "night shift" shall mean a regularly scheduled work period for one or more employees in which more than one half the scheduled time is between the hours of 11:00 p.m. and 7:30 am.

I. "Seniority" as used herein, the term "seniority" shall mean length of service as a permanent fulltime employee with the City. It is agreed and understood, however, that seniority shall be suspended

during the probationary period of ninety (90) days immediately following a promotion to a higher classification, and shall also exclude all suspensions for disciplinary action.

J. It is agreed that any reference to his or her contained in this contract is intended to be gender neutral.

17. MANAGEMENT RIGHTS

A. Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, its right to hire and be the sole judge of qualifications of applicants. The City has the right to direct the working forces, to discipline or discharge for just cause, to establish, maintain and modify departmental procedures; to lay-off and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work; to transfer employees as needed from one group/area to another in a manner most advantageous to the City; to contract and subcontract with outside contractors; to establish, modify or change manning levels and the amount or type of equipment in the department, etc.; the right to direct employees of the department to include the right to hire, promote or transfer; the right to organize or reorganize the Department in any manner to include the determination of job classifications; the allocation and assignment of work to employees within the department that is advantageous to the City; to introduce new, improved or different methods and techniques of operation or to change existing methods and techniques of operation; to change, modify or purchase new types of equipment; to establish or eliminate in-service training programs and requirements for upgrading the skills of employees; to determine the location, methods, means and personnel by which operations are to be conducted; to establish, implement and maintain internal security practice; to schedule overtime, vacations, days off and holidays off; to take whatever actions may be necessary to carry out the mission of the City in emergency situations; any other rights the City has not expressly given up in this Agreement.

B. Failure by the City to exercise any of its rights shall not constitute a waiver of that right.

C. The above right and powers are vested in the City; however, the exercise of these rights shall be subject to the grievance procedure as expressly modified by the terms of this Agreement.

18. WORK RULES

A. The Bargaining Unit recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures and general orders.

B. The City agrees that no work rules, regulations or employment policies shall be established that are in violation of any express terms of this Agreement.

C. Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, posted on the department bulletin boards and copies distributed to

members of the Bargaining Unit seven (7) days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to implement any work rules or regulations, policies, or general procedures prior to the conclusion of the five (5) day notification period. The addition or amendment will be dated and state its effective date. Each employee shall sign to acknowledge receipt of same.

19. CIVIL SERVICE PROTECTION

The City has eliminated Civil Service Status for all classifications, but the City will continue to offer Civil Service protection to Bargaining Unit employees that were hired under Civil Service. This protection will continue even after an employee transfers to another non-Civil Service status classification that has representation by the Bargaining Unit; however, promotions will be by merit. Employees utilizing Civil Service Protection will not have the grievance procedure available to them.

20. TEMPORARY ASSIGNMENT

A. When, due to the absence of a regular employee or for operational needs, a temporary assignment is available in a work unit the assignment shall first be offered to qualified employees in the work unit where the assignment exists. The assignment may be rotated among employees to facilitate the learning and training process for other employees or assigned to only previously qualified employees, depending on the immediate needs of the department. In the instance of a temporary assignment requiring greater than 90 days a rotation of qualified employees shall be used with each employee serving for a period of thirty days after the initial 90-day period.

B. An employee who is awarded a temporary assignment in a higher rank position shall receive the higher pay rate after he/she has worked four (4) continuous weeks (20 days worked). The adjusted wage rate will be paid in a manner corresponding with the actual dates working in said acting position. Once formal action has been taken to adjust the employee's pay rate, that pay rate will be applied back to the beginning of the temporary assignment. In instances where it is anticipated the assignment is to be for four (4) weeks or longer, the increase will be initiated immediately. An employee who is awarded an assignment in a lower rated position shall maintain his/her regular rate of pay. Employees filling positions of higher classification on an intermittent or short-term basis are expected to perform those duties as a part of their classification responsibility.

C. Employees who request in writing training to perform tasks that are not part of their normal job may be given temporary assignments for training purposes with no increase in pay. Each Department will maintain a training request sign up sheet. Such training assignments without extra pay shall not be continued after an employee has demonstrated his competency to perform the assignment. The City shall adopt a City Policy on the work training program and shall receive input from an advisory committee of Union members.

21. MISCELLANEOUS

- A. The Union and bargaining unit employees shall have access to Union bulletin boards for the purpose of posting Union and other notices. All postings shall have the department director's stamp of approval for posting. It is understood that no material may be posted on any bulletin boards by the Union which contain (a) personal attacks on any other member or any other employee; (b) scandalous, scurrilous or derogatory attacks upon the City, or any other governmental units or officials; and (c) attacks on and/or favorable comments regarding a candidate for public office.
- B. At least once each quarter the City will provide electronically to the Treasurer of the Union a roster of employees, showing the date hired, classification, department, home address with phone and designating those employees for whom the Union has not provided dues payroll authorization forms to the City. The Union shall furnish the City with a quarterly up to date list of names of Union executive board members, in writing, to the City Manager.
- C. Accredited representatives of AFSCME, whether local, district council, or international representative shall have the full and free access to the premises of the City, involving work areas of bargaining unit employees and City Administrative offices at City Hall for the purpose of attending meetings, discussing personnel matters, contract disputes with City officials or department heads, safety inspections or alleged violations of the contract, subject to prior notification and approval of the City and with the understanding that work time interference will be kept at a minimum.
- D. Supervisory personnel may perform non-supervisory work as time permits. However, it is understood that a supervisor has primary responsibility in supervising employees and facilitating them in the accomplishment of their work.
- E. The City and the Union agree that employees work primarily in their classifications. However, employees may be required to assist others in their department and such work may or may not be in their classification. Nothing herein entitles Bargaining Unit employees to perform work for other City employees that are performing minor maintenance, cleanup or incidental work related to the other City employees job, e.g., hanging pictures, painting , moving furniture, lawn care, washing vehicles, cleaning restrooms, etc. Training and safety will be primary considerations by management in the assignment of work in all departments throughout the City.
- F. The City will permit vending machines to be installed in all departments for the benefit of the employees.
- G. Whenever practical the City shall place tops and windshields on equipment to protect employees from adverse weather conditions.
- H. The City shall furnish and maintain individual lockers for all employees covered by this Agreement.
- I. The City agrees that supervisors of employees, within the bargaining unit, shall make reasonable effort to recognize seniority when assigning work to the employees, but it is understood that the primary consideration must remain; qualifications, efficiency in a skill, and the proper completion of the work to be done. An employee wishing to express a preference for a type of work may make it known to

his immediate supervisor in order to have consideration on future assignments. This provision shall apply primarily to specific classifications within a particular department.

J. City supervisors and employees will not use profane or abusive language toward one another in the performance of their job.

K. Work Group Leaders will be appointed by management and in compliance with City Ordinance as they are needed to facilitate the efficient progress of work. Appointments will be made based on qualification and performance with the length of appointment being at the discretion of management. An employee appointed to a Group Leader position will receive additional \$0.50/hour compensation.

22. OUTSIDE CONTRACTING

A. It is the intent of the City to make every effort to utilize its employees to perform work that they have normally and historically performed. However, nothing herein shall be deemed a limitation on the City's right to contract with outside contractors.

B. In the event the City contemplates or proposes to contract out work that could cause the layoff of employees or a reduction of the employees in the bargaining unit, management will notify the Union at least 60 days prior to taking such action.

C. A labor management meeting shall be held promptly to discuss the impact of outside contracting on employees, the feasibility of the proposed third party contracting and the potential for preventing erosion of the Bargaining Unit.

D. The Union will be notified of any other contracting out that the City intends to propose or award.

E. Typically, the City will contract out work where expertise and/or equipment of other vendors are needed, the volume of work is beyond the immediate capacity of the department to handle or the City is at a cost competitive disadvantage to handle the work.

23. SAFETY

In the event a job situation or item of equipment is reasonably challenged by an employee as a serious threat to his safety, he shall notify his immediate supervisor, immediate superintendent, and his steward. If the matter is not resolved to the satisfaction of the employee, he may take the matter up with his department director, together with the supervisor and steward who will consult the applicable Kentucky OSHA regulations in making their decisions. If the matter remains unresolved, the department director will notify the HR Director, who will make the final determination in the matter. Any further challenge by the employee may be handled through the grievance procedure or through the Kentucky OSHA regulations as provided by law.

24. PROBATIONARY PERIOD

- A. All new employees with the City and newly promoted employees shall serve a six (6) month probationary period. No newly hired probationary employee may be a member of the union.
- B. A probationary employee may be terminated at any time during his/her probationary period and have no appeal through the Grievance Procedure.
- C. A newly promoted employee will be allowed to return to his/her previous classification, a classification previously held or a classification in which he/she is qualified provided there is an available opening. The employee will have up to thirty (30) days to exercise this option.

25. CONTINUITY OF OPERATION

- A. The services performed by the City of Paducah employees are governmental in nature and are essential to the public's safety and welfare. Accordingly, it is agreed that there shall be no strikes during the life of this agreement.
- B. It is further understood and agreed that any refusal on the part of any employee to cross a picket line at some other place, when the same is necessary to perform the duties assigned by the City of Paducah, shall entitle the City of Paducah to perform the work by any means available.
- C. The city of Paducah agrees that it will not lock out its employees during the life of this agreement in support of its bargaining position or to require the Union to concede to its grievance.

26. WAGE AND BENEFITS

- A. Life Insurance
The City shall pay for each bargaining unit employee the full premium for a \$15,000 group life insurance policy.
- B. Wages
 - 1. Employee classifications and wages are established and changed by City ordinance. Changes in classification and/or compensation shall be reviewed with the Union prior to adoption by the City. The following classifications and base wages will be in effect on the following dates:

CLASSIFICATION	Jul '15	Jul '16	Jul '17
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MAINTENANCE TECHNICIAN

TRAFFIC TECHNICIAN

FLOODWALL OPERATOR

COMPOST EQUIP OPERATOR
EQUIPMENT OPERATOR
CONCRETE FINISHER
RIGHT OF WAY MAINT PERSON
TRUCK DRIVER
LABORER/JANITOR/COLLECTOR

2. Each employee shall receive longevity pay of six dollars (\$6.00) per month for each year of continuous service up to and including twenty (20) years, beginning July 1, 2015 to be increased to seven (\$7.00) beginning July 1, 2017.
3. Payment for such service shall commence in the anniversary month of service. All vacation time, sick leave and authorized leave of absence shall constitute service for the purpose of this provision.
4. Graduated Wage Scale will apply to all employees hired after January 30, 1998. Graduated Wage Scale will apply to (all) classifications. Graduated Wage Scale will start on the newly Hired employee's date of hire with a minimum hire rate of 80% of maximum, and increases of 5% every six months until the employee reaches 100%.

As an example:
Initial hire rate 80%
Six month anniversary 85%
Twelve month anniversary 90%
Eighteen month anniversary 95%
Twenty four month anniversary 100%
5. The City may hire new employees into skilled positions at wage rates between 80% and 100% of the full wage for the position needing to be filled, based upon the relevant qualifications of the applicant. In the event an employee is hired above 80% of the wage rate for a position, the City agrees to consider the qualifications of incumbent employees in the same position for consideration of pay equity for comparable qualifications. In all cases when an employee is hired above the 80% wage rate for a given position the City will provide written notice to the Union.
6. In the event an employee leaves the City through resignation or retirement he shall, upon request, receive all monies currently due him within one (1) working day provided the employee gives the City ten (10) working days advance notice. Employees leaving the City due to termination will receive all monies currently due him on the next pay period. Payroll can NOT be completed for any terminated employee until all City issued clothing/equipment is certified as returned by the appropriate supervisor.
7. If an error results in an employee receiving less pay than is due him, the error will be corrected on the employee's next paycheck. Hardship cases, those with a net error of \$75 or greater with base pay and for other than overtime calculations, will result in the City providing a make-up check on the next business day after notification of the error.

8. Employees who work on the evening or night shift shall receive a shift premium of thirty five (35) cents per hour for work performed on the evening shift, and a premium of fifty (50) cents per hour for work performed on the night shift.

9. The City will pay all employees bi-weekly by direct deposit to an approved financial institution of their choosing.

27. INDIVIDUAL AGREEMENT

The City agrees not to enter into any Agreement or contract with employees, individually or collectively, which in any manner conflicts with the terms and provisions of this agreement. Employees are allowed to work as referees and/or umpires in a non collective bargaining capacity.

28. DURATION

A. The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of July 1, 2015, and shall remain in full force and effect through the 30th day of June, 2018.

B. Negotiations

1. Between November 1 and 15, 2017 either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule at least four (4) negotiating meetings to be held between January 2 and March 1, 2018. Failure to reach tentative agreement in this timeframe will result in a ninety (90) day suspension of negotiations. On or about June 1 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for thirty (30) days. If there is no resolution through mediation or if the parties elect not to use mediation, then the City will present its last, best, final offer to the Bargaining Unit for a ratification vote.

2. In any event, nothing herein contained shall preclude either party from modifying or changing or amending its proposals for a new Agreement. The City and Union each have entered into this Agreement pursuant to duly adopted ordinances and resolution authorizing same.

3. The City agrees to pay three (3) employees representing the Bargaining Unit at the straight time hourly rate for up to four (4) hours for each meeting up to a maximum of five (5) meetings for negotiations of a new Collective Bargaining Agreement if the employee time lost is during normal work hours.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this ___ day of _____, 2015. This agreement shall become effective upon signature of the parties.

For The City of Paducah, Kentucky

Gayle Kaler, Mayor

For The American Federation
of State, County and Municipal
Employees, AFL-CIO Local 1586

Murray Looper, President

WITNESS:

David Shockley

Richard Blanks

Agenda Action Form Paducah City Commission

Meeting Date: *May 26, 2015*

Short Title: Authorize a Contract with Woodall Companies, LLC for the City of Paducah Park Services Recreation Center Roof Replacement Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Eric Hickman, P.E., EPW Storm Water & Drainage Engineer
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On Thursday, May 7, 2015, sealed bids were opened and read aloud for the City of Paducah's Park Services Recreation Center Roof Replacement Project. Two responsive and responsible bids were received, with Woodall Companies, LLC submitting the lowest bid for the Recreation Center roof replacement in the amount of \$29,538.00.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Project Account PA0103
Account Number: 040-8821-536.23-07

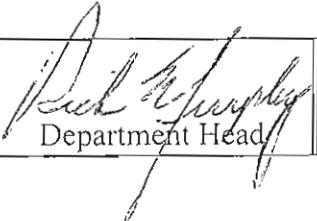

5/21/2015
Finance

Staff Recommendation:

To receive and file the bids and adopt an Ordinance authorizing the Mayor to execute a contract with Woodall Companies, LLC in the amount of \$29,538.00 for the Park Services Recreation Center Roof Replacement Project.

Attachments:

Advertisement, Bids, Bid Tabulation, Proposed Contract

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2015-6-_____

AN ORDINANCE ACCEPTING THE BID OF WOODALL COMPANIES, LLC FOR REPLACEMENT OF THE ROOF FOR THE PADUCAH PARK SERVICES RECREATION CENTER LOCATED AT 1527 MARTIN LUTHER KING JR DRIVE, 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 Woodall Companies, LLC in the amount of \$29,538.00 for replacement of the roof for the Paducah Park Services Recreation Center located at 1527 Martin Luther King Jr. Drive, said bid being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Woodall Companies, LLC, of May 7, 2015.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Woodall Companies, LLC, for replacement of the roof for the Paducah Parks Services Recreation Center, as authorized in Section 1 above. pursuant to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This expenditure shall be charged to Project # PA0103.

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 26, 2015
Adopted by the Board of Commissioners, June 2, 2015
Recorded by Tammara S. Sanderson, City Clerk, June 2, 2015
Published by The Paducah Sun, _____
\\ord\parks\Roof Replacement- Recreation Center

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

Roof Replacement Project - Park Services Recreation Center
Bid Opening: Thursday, May 7, 2015, 2:00 PM CST
Responsive Lowest Bid

OFFICIAL BIDDER OF RECORD:		Swift Roofing, Inc.	Woodall Companies, LLC
Contact:		Steve Williams	Clayton Woodall
Mailing Address:		PO Box 1102	607 South 4th Street
		Murray, KY 42071	Murray, KY 42071
Total Bid Amount		\$33,700.00	\$29,538.00
REQUIRED DOCUMENTS:			
1. Bid Bond - 5% of Bid		Yes	Yes
2. Bidder's Required Certification Signed & Notarized		Yes	Yes
3. Manufacturer Specification Sheets		Yes	Yes
4. Roof Warranty Information		Yes	Yes
PREFERENCE TO KENTUCKY BIDDERS:			
State Bidder is Resident		Yes	Yes
If Not KY Resident - Preference given			
Addition Reciprocal Preference for KY Bidders			
RESPONSIVE & RESPONSIBLE BIDDER:			
		Yes	Yes
BID RECOMMENDED FOR ACCEPTANCE			
			\$29,538.00

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT
PARK SERVICES RECREATION CENTER ROOF REPLACEMENT

THIS AGREEMENT, made this _____ day of _____, 2015 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and WOODALL COMPANIES, LLC, hereinafter called the CONTRACTOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the Park Services Recreation Center Roof Replacement Project. All Work shall be in accordance with this Agreement, the Specifications and any Addendum(s) issued.

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

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project **within Thirty (30)** consecutive calendar days thereafter.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **Twenty Nine Thousand Five Hundred Thirty Eight Dollars and no Cents** (\$29,538.00) as quoted in the Bid Proposal by the Contractor dated May 7, 2015 which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit a Request for Payment for work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty **(30)** days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent **(10%)** retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due after the work is fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. GOVERNING LAW

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

ARTICLE 7. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

WOODALL COMPANIES, LLC

BY _____
TITLE _____

ADDRESS:
607 South 4th Street
Murray, KY 42071

CITY OF PADUCAH

BY _____
Gayle Kaler, Mayor

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

Agenda Action Form Paducah City Commission

Meeting Date: May 26, 2015

Short Title: Purchase of One Diesel Dump Truck to be used by the EPW-Street Division

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance **Supt.**

Kathy Wyatt, EPW Admin Asst. III

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

Background Information:

On April 30, 2015, sealed written bids were opened for the purchase of one Diesel Dump Truck to be used by the EPW Street Division. One responsive bid was received from TAG Truck Center submitting the bid of \$111,995.00 for the Dump Truck. The delivery time on the Dump Truck will be 90 days after contract execution. This is to replace a 1999 dump truck, unit #615, which is in the fleet plan.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

 5/22/2015
Finance

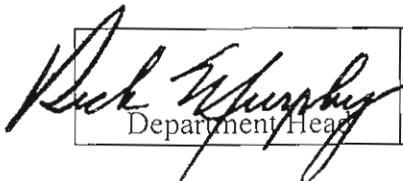
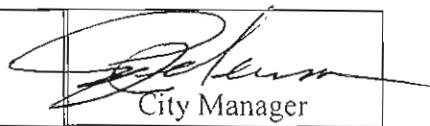
Account Number: 071-0210-542-4005

Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with TAG Truck Center for the purchase of one (1) Diesel Dump Truck for use by the EPW Street Division in the total amount of \$111,995.00.

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015-6-_____

AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF ONE DIESEL DUMP TRUCK TO BE USED BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of TAG Truck Center, LLC, in the amount of \$111,995.00, for sale to the City of one diesel dump truck, for use by the Street Division of the Engineering-Public Works Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of TAG Truck Center, LLC, of April 30, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with TAG Truck Center, LLC, for the purchase of one diesel dump truck, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to the Rolling Stock/Vehicles Fleet Lease Trust Fund, account no. 071-0210-542-4005.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, May 26, 2015
Adopted by the Board of Commissioners, June 2, 2015
Recorded by Tammara S. Sanderson, City Clerk, June 2, 2015
Published by The Paducah Sun, _____
\\ord\pworks\truck-diesel dump 6-2015

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

2015 Dump Truck

LOWEST EVALUATED BID

BID OPENING: 2:05 p.m. CST - April 30, 2015

OFFICIAL BIDDER OF RECORD	Contact:	TAG Truck Centers
	Mailing Address:	David Hoelscher 215 Campbell Dr. Calvert City, KY 42029 270-519-8501 cell
	Dump Truck	
	<u>\$111,995.00</u>	

Delivery Time	90 Days
Manufacturer	Freightliner

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	Yes
2. Manufacturer's Specifications	Yes
3. Warranty Information	Yes
4. Compliance with Tech Specs form	Yes
5. Deviations with Information	None
6. Kentucky State Bidders	Yes

Responsive & Responsible Bidder:	Yes
Evaluation Score:	1,000
BID RECOMMENDED FOR ACCEPTANCE	Yes

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

**AGREEMENT TO PURCHASE ONE
DIESEL DUMP TRUCK**

THIS AGREEMENT, made this _____ day of _____, 2015 by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and **TAG Truck Centers** hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One (1) New Diesel Dump Truck** to be used by the Engineering-Public Works Department, Street Division in full compliance with the Bid Proposal Dated April 30, 2015 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **90** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **One Hundred Eleven Thousand Nine Hundred Ninety-Five Dollars (\$111,995.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Ordinance #_____.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Gayle Kaler, Mayor

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

Agenda Action Form Paducah City Commission

Meeting Date: May 26, 2015

Short Title: Purchase of Two ½ Ton Pickup Trucks to be used by the EPW-Solid Waste Division and Parks Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.

Kathy Wyatt, EPW Admin Asst. III

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

Background Information:

On April 30 2015, sealed written bids were opened for the purchase of two ½ Ton Pickup Trucks to be used by the EPW Solid Waste Division and Parks Department. Three responsive bids were received with Larry Stovesand Buick GMC submitting the lowest evaluated bid with a total bid of \$56,084.60 for the two (2) trucks. The delivery time for the Two ½ ton pickup trucks will be 6 weeks after contract execution.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Account Number: 071-0210-542-4005 (\$31,618.80) (Parks)

Account Number: Solid Waste Admin

Account Number: 050-2208-531-4005 (\$24,465.80) (Solid Waste)

S/21/2015
Finance

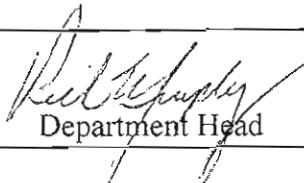
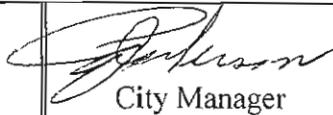
5/21/2015

Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with Larry Stovesand Buick GMC for the purchase of two (2) ½ Ton Pickup Trucks for use by the EPW Solid Waste Division and Parks Department in the total amount of \$56,084.60.

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF TWO HALF-TON PICKUP TRUCKS TO BE USED BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/SOLID WASTE DIVISION AND PARKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Larry Stovesand Buick GMC, in the amount of \$56,084.60, for sale to the City of two half-ton pickup trucks, for use by the Engineering-Public Works Department/Solid Waste Division and Parks Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Larry Stovesand Buick GMC, of April 30, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Larry Stovesand Buick GMC, for the purchase of two half-ton pickup trucks, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. The purchase for the Parks Department shall be charged to Rolling Stock/Vehicles Fleet Lease Trust Fund account, account number 071-0210-542-4005 and the purchase for the Engineering-Public Works Department shall be charged to Solid Waste Admin account, account number 050-2208-531-4005.

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 26, 2015
Adopted by the Board of Commissioners, June 2, 2015
Recorded by Tammara S. Sanderson, City Clerk, June 2, 2015
Published by The Paducah Sun, _____
\\ord\pworks\truck-pickup-solid waste & parks

CITY OF PADUCAH
ENGINEERING-PUBLIC WORKS DEPARTMENT

Two 1/2 Ton Pickup Trucks

LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST - April 30, 2015

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Larry Stovesand Buick GMC Chris Thompson 3300 Park Ave Paducah Ky 42001 270 442-2700	Paducah Ford Mike Craft 3476 Park Ave Paducah Ky 42001 270 444-0011	Linwood Motors Phillip Morris 3345 Park Ave Paducah Ky 42001 270 444-6901
(2) Pickup Trucks	<u>\$56,084.00</u>	<u>\$54,250.00</u>	<u>\$52,375.00</u>

Delivery Time	42 Days	84 Days	137 Days
Manufacturer	GMC	Ford	Dodge

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	Yes	Yes	Yes
2. Manufacturer's Specifications	Yes	Yes	Yes
3. Warranty Information	Yes	Yes	Yes
4. Deviations with Information	Yes	None	None
5. Addendum #1 Received	Yes	Yes	Yes
6. Kentucky State Bidders	Yes	Yes	Yes

Responsive & Responsible Bidder:	Yes	Yes	Yes
Evaluation Score:	980.14	889.62	861.3
BID RECOMMENDED FOR ACCEPTANCE	Yes	No	No

CITY OF PADUCAH, KENTUCKY
ENGINEERING PUBLIC WORKS DEPARTMENT

AGREEMENT to PURCHASE TWO (2)
One-Half Ton Pick-Up Trucks for use by the
Engineering Public Works Solid Waste and Parks Departments

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the CITY OF PADUCAH, hereinafter called the OWNER, and Larry Stovesand Buick GMC, hereinafter called the VENDOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **Two (2) One-Half Ton Pick-Up Trucks for use by the EPW/Solid Waste and Parks Departments** in full compliance with the Bid Proposal dated April 30, 2015, and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle within 42 consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Fifty-Six Thousand Eighty-Four Dollars and Sixty Cents (\$56,084.60)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Ordinance # _____.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Gayle Kaler, Mayor

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

Agenda Action Form Paducah City Commission

Meeting Date: May 26, 2015

Short Title: Final annexation of property owned by OJ Real Estate, LLC

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:



The intent of this agenda item is to annex 2675, 2665, 2655 & 2645 Holt Road into the City of Paducah. A new pharmacy and medical offices are proposed for this area. Mr. Daniel Jones with O J Real Estate, owner, requested annexation in the City via letter dated April 30, 2015. The City Commission adopted Ordinance #2015-5-8237, which expressed the City's intent to annex this property on

May 12, 2015. The property was then referred to the Paducah Planning Commission to recommend a proper zone to the City Commission, which is for Mixed Use Zoning. This Ordinance will officially annex the four Holt Road properties, as shown on the enclosed plat.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
 Account Number:

Finance

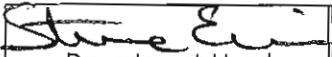
Staff Recommendation:

Approve final annexation ordinance

Attachments:

Annexation Plat

Request for Annexation Letter

 Department Head	City Clerk	 City Manager
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AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY FINALIZING THE ANNEXATION OF CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the City of Paducah adopted Ordinance No. 2015-5-8237 declaring its intent to annex a tracts of property containing 2.33 acres located at 2675, 2665, 2655, & 2645 Holt Road; and

WHEREAS, the property is contiguous to the present corporate limits of the City, is urban in character and is currently commercially developed; and

WHEREAS, the owner has requested such annexation in writing to the Board of Commissioners of the City of Paducah

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. It is the intent of the City of Paducah, Kentucky, to finalize the annexation of the hereinafter described property, and therefore that the hereinafter described property be annexed to, and be made a part of the City of Paducah, Kentucky said real property being more particularly and accurately described as follows:

A tract of land lying South of the intersection of New Holt Road and Village Square Drive in Paducah, Kentucky, being more particularly described as follows:

Beginning at a ½ " X 24" reinforcing bar with plastic cap marked "J.D. COMBS 4116" to be set, said point lying on the South Right-of-Way line of Village Square Drive and lying South 24 Degrees 44 Minutes 32 Seconds East, a distance of 60.9' from the intersection of Village Square Drive and New Holt Road;

THENCE, South 28 Degrees 57 Minutes 49 Seconds East, along the South Right-of-Way line of Village Square Drive a distance of 84.62 feet to a ½ " X 24" reinforcing bar with plastic cap marked "J.D. COMBS 4116" to be set, said point lying on the West Right-of-Way line of Holt Road;

THENCE, South 89 Degrees 44 Minutes 42 Seconds East a distance of 48.99 feet to the northwest corner of the Strawberry Hill Car Wash, Inc. property as described in Deed Book 971 Page 317 (Plat Sec L. Page 757), said point also lying on the East Right-of-Way line of Holt Road and being a found ½ " reinforcing bar with a 1.5" aluminum cap marked "3219";

THENCE, South 05 Degrees 02 Minutes 45 Seconds West, along the East Right-of-Way line of Holt Road a distance of 376.69 feet to a set ½ " X 24" reinforcing bar with plastic cap marked "J.D. COMBS 4116";

THENCE, North 81 Degrees 07 Minutes 50 Seconds West, along the North line of the J. James Properties, Inc. & R.J. Boat Barge Company, Inc. property as recorded in Deed Book 1113 Page 358 a distance of 247.08 feet to a found ½ " reinforcing bar with plastic cap marked "1842", said point being the Southwest corner of the herein described tract;

THENCE, North 04 Degrees 39 Minutes 25 Seconds East, along the East line of the O. J. Real Estate LLC. Property as described in Deed Book 1293 Page 695 (Lot 10 Plat Sec. K Page 1909) a distance of 373.97 feet to a point on the North Right-of-Way line of New Holt Road, said point being a ½ " X 24" reinforcing bar with plastic cap marked "J.D. COMBS 4116" to be set;

THENCE, following a curved line to the left, the North Right-of-Way line of New Holt Road and the South property line of the TLC Properties, Inc. property as described in Deed Book 920 Page 589 (Plat Sec. K, Page 1909) a distance of 72.04 feet to

a found ½ “ reinforcing bar with plastic cap marked “3182” set in concrete, said curve having a radius of 649.07 feet (chord bearing of 48 Degrees 22 Minutes 55 Seconds East, and a chord distance of 72.01 feet), said point being the Northwest corner of the herein described tract and the Northeast corner of the said TLC Properties, Inc. property;

THENCE, South 84 Degrees 54 Minutes 41 Seconds East, a distance of 103.50 feet to the Point of Beginning.

This tract contains 2.33 acres according to a survey done on May 1, 2015 by Siteworx Survey & Design, LLC and also subject to any rights-of-way, covenants, conditions, restrictions, agreements, or encumbrances of sight and/or record.

Deed Reference:

Deed Book 1287, Page 664

Deed Book 1287, Page 24

Plat Section F, Page 7

Plat Section K, Page 1909

Deed Book 1293, Page 898

Deed Book 1286, Page 596

Plat Section G, Page 155

Plat Section L, Page 757

Kentucky Professional Land Surveyor No. 4116

Date

I, James D. Combs, do hereby certify that I am a Professional Land Surveyor, registered in compliance with the laws of the State of Kentucky, and the above is a true and correct description of the land as surveyed.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, May 26, 2015

Adopted by the Board of Commissioners, June 2, 2015

Recorded by Tammara S. Sanderson, City Clerk, June 2, 2015

Published by The Paducah Sun, _____

\\ord\plan\annex – final (OJ Real Estate)-Holt Rd

Agenda Action Form

Paducah City Commission

Meeting Date: May 26, 2015

Short Title: Rezoning of property owned by OJ Real Estate, LLC

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:



Key Components:

The applicant, O J Real Estate LLC, is requesting a zone change for 2645, 2655, 2665 and 2675 Holt Road from R-1 (Low Density Residential Zone) to MU (Mixed Use Zone).

A new pharmacy and medical offices are being proposed for this site. Medical services are principally permitted in the MU Zone, pursuant to Section 126-118 of the Paducah Zoning Ordinance. The property to the west of these parcels are zoned MU. Therefore, this would be a continuation of the Mixed Use Zone.

Site Data:

Area: 2.350 acres

Public Utilities: Adequate water and sewer service available.

Public Services: Sanitation, police and fire service available.

Physical Characteristics: Previously single-family homes, now vacant.

Development Plan:

A new pharmacy and medical offices are proposed. A waiver of subdivision will be submitted to the Paducah Planning Commission to abolish the interior property lines. A final site plan will be submitted after the waiver is approved.

Land Use Patterns:

This site is located in an area of Paducah/ McCracken County that is undergoing much growth. The New Holt Road connection project will be extended across Highway 60 and connect to Olivet Church Road behind the mall. New Holt Road will bring traffic directly to this site from the mall area. Nearby construction includes a new Independence Bank and Aldi's grocery store.

Adjacent Properties:

North: Independence Bank that is under construction.

East: Strawberry Hill car wash.

South: vacant lot in McCracken County.

West: C-Plant Federal Credit Union.

Zoning:

Mixed Use Zone on the North and West. General Business Zone (B-3) to the East. McCracken County Zone "C" (Commercial) to the South. The parcels are proposed to be rezoned to MU as found in Section 126-118 of the Paducah Zoning Ordinance.

Findings required for map amendment:

KRS – 100.213 Before any map amendment is granted, the Planning Commission must find that the map amendment is in agreement with the comprehensive plan, or in the absence of such a finding, that one or more of the following apply and such findings shall be recorded in the minutes and records of the Planning Commission and City Commission:

That the existing zoning classification given to the property is inappropriate and the proposed zoning classification is appropriate; or

That there have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the comprehensive plan and which have substantially altered the basic character of the area.

Staff Analysis – The area to be rezoned is in compliance with the Future Land Use Map. The Future Land Use Map shows the area to be zoned "Commercial". A pharmacy and medical offices are principally permitted in the Mixed Use Zone.

Staff Recommendation:

Staff recommends approval to the Paducah City Commission for the Mixed Use Zone. The Planning Commission forwarded a recommendation to the City Commission for the Mixed Use Zone at their May 18, 2015 meeting.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
 Account Number:

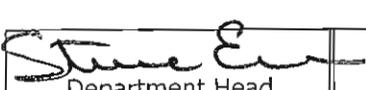
Finance

Staff Recommendation:

Approve rezoning from R-1 to MU

Attachments:

Planning Commission Resolution
Rezoning Plat

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015-6-_____

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 2645, 2655, 2665, & 2675 HOLT ROAD, AND AMENDING THE PADUCAH ZONING ORDINANCE SO AS TO EFFECT SUCH REZONING

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That a Resolution passed by the Paducah Planning Commission on May 18, 2015, and entitled, "A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO MU (MIXED USE ZONE) FOR PROPERTY LOCATED AT 2645, 2655, 2665 & 2675 HOLT ROAD" be approved as the final report of said Commission respecting the matters therein set forth.

SECTION 2. That the zone classification and the map amendment proposed in said resolution be and the same are hereby declared to be in agreement with the Comprehensive Plan of the City of Paducah.

SECTION 3. That the zone classification of the following described property be and it is hereby changed from R-1 to Mixed Use Zone (MU):

A tract of land lying South of the intersection of New Holt Road and Village Square Drive in Paducah, Kentucky, being more particularly described as follows:

Beginning at a ½ " X 24" reinforcing bar with plastic cap marked "J.D. COMBS 4116" to be set, said point lying on the South Right-of-Way line of Village Square Drive and lying South 24 Degrees 44 Minutes 32 Seconds East, a distance of 60.9' from the intersection of Village Square Drive and New Holt Road;

THENCE, South 28 Degrees 57 Minutes 49 Seconds East, along the South Right-of-Way line of Village Square Drive a distance of 84.62 feet to a ½ " X 24" reinforcing bar with plastic cap marked "J.D. COMBS 4116" to be set, said point lying on the West Right-of-Way line of Holt Road;

THENCE, South 89 Degrees 44 Minutes 42 Seconds East a distance of 48.99 feet to the northwest corner of the Strawberry Hill Car Wash, Inc. property as described in Deed Book 971 Page 317 (Plat Sec L. Page 757), said point also lying on the East Right-of-Way line of Holt Road and being a found ½ " reinforcing bar with a 1.5" aluminum cap marked "3219";

THENCE, South 05 Degrees 02 Minutes 45 Seconds West, along the East Right-of-Way line of Holt Road a distance of 376.69 feet to a set ½ " X 24" reinforcing bar with plastic cap marked "J.D. COMBS 4116";

THENCE, North 81 Degrees 07 Minutes 50 Seconds West, along the North line of the J. James Properties, Inc. & R.J. Boat Barge Company, Inc. property as recorded in Deed Book 1113 Page 358 a distance of 247.08 feet to a found ½ " reinforcing bar with plastic cap marked "1842", said point being the Southwest corner of the herein described tract;

THENCE, North 04 Degrees 39 Minutes 25 Seconds East, along the East line of the O. J. Real Estate LLC. Property as described in Deed Book 1293 Page 695 (Lot 10 Plat Sec. K Page 1909) a distance of 373.97 feet to a point on the North Right-of-Way line of New Holt Road, said point being a ½ " X 24" reinforcing bar with plastic cap marked "J.D. COMBS 4116" to be set;

THENCE, following a curved line to the left, the North Right-of-Way line of New Holt Road and the South property line of the TLC Properties, Inc. property as described in Deed Book 920 Page 589 (Plat Sec. K, Page 1909) a distance of 72.04 feet to a found ½ “ reinforcing bar with plastic cap marked “3182” set in concrete, said curve having a radius of 649.07 feet (chord bearing of 48 Degrees 22 Minutes 55 Seconds East, and a chord distance of 72.01 feet), said point being the Northwest corner of the herein described tract and the Northeast corner of the said TLC Properties, Inc. property;

THENCE, South 84 Degrees 54 Minutes 41 Seconds East, a distance of 103.50 feet to the Point of Beginning.

This tract contains 2.33 acres according to a survey done on May 1, 2015 by Siteworx Survey & Design, LLC

SECTION 4. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 5. 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 26, 2015
Adopted by the Board of Commissioners, June 2, 2015
Recorded by Tammara S. Sanderson, City Clerk, June 2, 2015
Published by the Paducah Sun, _____
\\ord\plan\zone\oj real estate-2645 2655 2665 & 2675 holt rd

**Agenda Action Form
Paducah City Commission**

Meeting Date: 26 May 2015

Short Title: 2016 Kentucky Household Hazardous Waste Grant Award

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chris Yarber, Pam Souder, Sheryl Chino
Presentation By: Steve Ervin

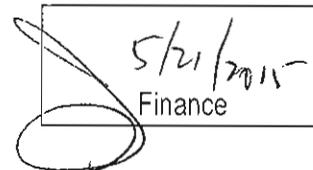
Background Information: The Kentucky Division of Waste Management, through the Household Hazardous Waste Award Program, funds cities across the commonwealth for annual clean-up days. This grant award program provides a partial reimbursement for the expenses incurred by the city for the disposal and advertising/education of Spring Clean-up Day. For the past 24 years, this project has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah.

Through Municipal Order #1827, the Engineering/Public Works and Planning Departments submitted an application for the 2016 Kentucky Division of Waste Management-Household Hazardous Waste Award Program on March 24, 2015.

The City (Lead Agency) and the McCracken Co. Fiscal Court have received an award of \$26,800. This funding requires a local match of \$8,000 to be divided equally between the city and the county. The City's share of the local cash match will be paid through the Engineer/Public Works FY2016 Budget.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Project Name: 2015-16 HHW Grant
Project #: MR0065
File #: 6.270
Acct. #: Various – Solid Waste
Budget: \$26,800
Source of Funds: State grant


5/21/2015
Finance

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

Attachments: None

 Department Head	City Clerk	 City Manager
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AN ORDINANCE ACCEPTING MATCHING GRANT FUNDS THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR A 2016 HOUSEHOLD HAZARDOUS WASTE GRANT FOR FUNDING THE ANNUAL CITY/COUNTY CLEAN-UP DAY AND AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT, AN INTERLOCAL AGREEMENT WITH MCCRACKEN COUNTY, AND ALL DOCUMENTS RELATING THERETO

WHEREAS, the City of Paducah applied for a matching Household Hazardous Waste Grant through the Kentucky Division of Waste Management, adopted by Municipal Order No. 1827 on March 24, 2015, to be used for funding the 2016 Annual City/County Clean-Up Day; and

WHEREAS, the Kentucky Division of Waste Management, has approved the application and is now ready to award this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts matching grant funds in the amount of \$26,800 through the Kentucky Division of Waste Management for a 2016 Household Hazardous Waste Grant to fund disposal services for the 2016 Annual City/County Clean-Up Day and an educational outreach program. A local match of \$8,000 is required with the City of Paducah and County of McCracken contributing \$4,000 each, through cash and/or in-kind contributions. The City's contribution will come from the Engineering/Public Works FY2016 Budget.

SECTION 2. That the Mayor is hereby authorized to execute a Grant Agreement, and all documents relating to same, with the Kentucky Division of Waste Management. The City of Paducah hereby accepts and agrees to administer the funds in the amount of \$26,800 as approved in Section 1 above.

SECTION 3. The Mayor is hereby authorized to execute an Interlocal Agreement between the City of Paducah and McCracken County to act as the legal recipient and fiscal agent for the Household Hazardous Waste Grant funds.

SECTION 4. This expenditure shall be charged to project account MR0065.

SECTION 5. 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 26, 2015
Adopted by the Board of Commissioners, June 2, 2015
Recorded by Tammara S. Sanderson, City Clerk, June 2, 2015
Published by The Paducah Sun, _____
\\ord\plan\grants\Household Hazardous Waste 2016

Agenda Action Form Paducah City Commission

Meeting Date: May 26, 2015

Short Title: Approve Purchase of Property at 1414 Broadway

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chief Brandon Barnhill, Lisa Emmons

Presentation By: Chief Brandon Barnhill

Background Information: To improve the current police department headquarters site and start in the direction of expansion to meet the department's needs, the department is requesting the purchase of the property at 1414 Broadway, at a cost of \$24,000 from current owner Powell Properties I LTD. The property currently is marked for parking and will be utilized for such at present.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

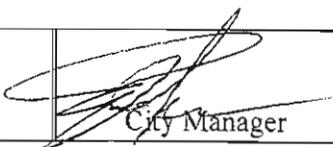
Funds Available: Account Name: Property Acquisition
Account Number: 040-1616-521-4207

P00088

5/2/2015
Finance

Staff Recommendation: Approve the purchase of property at 1414 Broadway from Powell Properties I LTD at a cost of \$24,000

Attachments:

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015 – 6 - _____

**AN ORDINANCE AUTHORIZING AND APPROVING THE
PURCHASE OF A CERTAIN TRACT OF REAL ESTATE
GENERALLY LOCATED AT 1414 BROADWAY,
PADUCAH, McCRACKEN COUNTY, KENTUCKY, FROM
POWELL PROPERTIES I LTD, ITS SUCCESSORS AND
ASSIGNS, FOR A PUBLIC PURPOSE**

WHEREAS, the Board of Commissioners of the City of Paducah has determined that it is necessary, appropriate, or in the best interest of the City to purchase a certain tract of real estate generally located at 1414 Broadway, Paducah, McCracken County, Kentucky 42001, which is more particularly described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, the City of Paducah has reached an agreement for the purchase of the Property with the owner thereof, Powell Properties I LTD, its successors and assigns, ("Seller") for the purchase price of TWENTY FOUR THOUSAND AND 00/100 DOLLARS (\$24,000.00), which agreement is to be memorialized by a written real estate purchase agreement to be entered into by and between the parties: and

WHEREAS, the Board of Commissioners of the City of Paducah concur and find that the purchase of the Property for the purchase price of TWENTY FOUR THOUSAND AND 00/100 DOLLARS (\$24,000.00) is in the best interest of the City.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners of the City of Paducah hereby approves and consents to the purchase and acquisition of the Property from Seller for the purchase price of TWENTY FOUR THOUSAND AND 00/100 DOLLARS (\$24,000.00) and further approves of the negotiation and execution of a real estate purchase agreement between the City and Seller upon such terms and conditions approved by Police Chief Brandon Barnhill and Corporate Counsel for the City of Paducah. It is hereby found and determined that the acquisition is public property to be used for the public purposes of the City.

SECTION 2. It is further determined that the Mayor, on behalf of the City of Paducah, Kentucky, is authorized to execute the real estate purchase agreement and to execute the warranty deed and any other documents necessary to accomplish and consummate the purchase and acquisition of the Property from Seller in accordance with this Ordinance.

SECTION 3. The Finance Director is hereby authorized to make said expenditure approved in Section 1 from non-rolling stock/property acquisition account #040-161-521-4207 of the City of Paducah, Kentucky.

SECTION 4. Corporate Counsel is hereby authorized to conduct such due diligence and investigation as it deems necessary and in the best interest of the City. Further, Corporate Counsel is authorized to prepare the real estate purchase agreement, warranty deed, closing statement and any other documents necessary to accomplish and consummate the purchase and acquisition of the Property from Seller in accordance with this Ordinance.

SECTION 5. 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 6. This 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 7. 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 8. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, May 26, 2015.
Adopted by the Board of Commissioners, June 2, 2015.
Recorded by City Clerk, June 2, 2015.
Published by The Paducah Sun, _____, 2015.
\\ord\property-1414 broadway-police dept

EXHIBIT "A"

BEGINNING ON THE SOUTH SIDE OF BROADWAY AT THE INTERSECTION OF THE SOUTH LINE OF BROADWAY WITH THE EAST LINE OF A 30-FOOT PUBLIC ALLEY (MORE SPECIFICALLY, A 25-FOOT ALLEY AND A 5-FOOT LANDSCAPE STRIP OF SEARS, ROEBUCK AND CO.); THENCE SOUTHWARDLY WITH THE EAST LINE OF THE LANDSCAPE STRIP 173.25 FEET TO A POINT; THENCE AT RIGHT ANGLES TOWARD THE RIVER 54 FEET TO THE WEST LINE OF THE LOT CONVEYED TO JOE MARSHALL BY DEED RECORDED IN DEED BOOK 440, PAGE 320, MCCRACKEN COUNTY COURT CLERKS' OFFICE; THENCE IN A NORTHERLY DIRECTION WITH THE WEST LINE OF MARSHALL'S LOT 173.25 FEET TO BROADWAY 54 FEET TO THE POINT OF BEGINNING.

BEING A PART OF THE SAME PROPERTY CONVEYED TO POWELL PROPERTIES I, LTD, A KENTUCKY LIMITED LIABILITY COMPANY, BY DEED DATED OCTOBER 18, 1995, OF RECORD IN DEED BOOK 340, PAGE 519, MCCRACKEN COUNTY COURT CLERK' S OFFICE.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") made and entered into on the _____ day of _____, 2015, by DORRIS PROPERTIES, LLC, a Kentucky limited liability company, successor in interest to POWELL PROPERTIES I LTD, a Kentucky limited partnership by and through its general partner, Powell Land I, LLC, a Kentucky limited liability company, of 14 West Vale, Paducah, Kentucky 42001, ("Seller"), and CITY OF PADUCAH, KENTUCKY, a municipal corporation of the second class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate, of Post Office Box 2267, Paducah, Kentucky 42002-2267, ("Purchaser").

W I T N E S E T H

WHEREAS, Seller is the owner in fee of a vacant tract of real property generally located at 1414 Broadway, Paducah, McCracken County, Kentucky, which tract is more particularly described in Exhibit A attached hereto, together with all of Seller's right, title and interest in all other property rights and interests connected with or ancillary to the real property, including but not limited to any interest in streets, alleys, easements, development rights, improvements, fixtures, and appurtenances thereto, and any strips or gores (collectively the "Property"); and

WHEREAS, subject to the terms and conditions hereof, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Property; and

NOW, THEREFORE, in order to consummate said purchase and sale and in consideration of the mutual agreements set forth herein, and for other valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties do hereby covenant and agree as follows:

SECTION 1. PURCHASE AND SALE OF THE PROPERTY

1.1 Sale of the Property. Subject to the provisions of this Agreement, Purchaser agrees to purchase from Seller and Seller agrees to grant, bargain, sell and convey to Purchaser, at the Closing (hereinafter defined in Section 6.1) the Property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Twenty Four Thousand and 00/100 DOLLARS (\$24,000.00).

2.2 Payment of Purchase Price. The Purchase Price, less credit for such credits, prorations and adjustments as are provided herein, shall be paid in either cash or a certified or cashier's check upon delivery of the deed at closing.

SECTION 3. TITLE, SURVEY, AND INSPECTIONS.

3.1 Title Examination/Survey. Purchaser, at Purchaser's expense, may obtain (i) a title opinion (the "Title") and (ii) a survey of the Property (the "Survey").

3.2 Title Defects. In the event the Title or the Survey reflects any matter which in the Purchaser's sole and absolute discretion materially affects Purchaser's fee simple estate or materially affects Purchaser's ability to use and occupy the Property for its intended purpose, Purchaser may object to said matter by delivering written notice to Seller on or before the expiration of the Inspection Period (hereinafter defined in Section 4.1). Seller shall have the right, for a period of thirty (30) days after the Inspection Period and receipt of Purchaser's written notice of objection to such matters (the "Cure Period"), to remove or cure such matters in a manner reasonably acceptable to Purchaser. In the event Seller is unable or unwilling to remove or cure such matters during the Cure Period to Purchaser's satisfaction, then Purchaser may elect to (i) waive its objections and proceed to the Closing, or (ii) terminate this Agreement; thereafter neither party shall have any further liabilities or obligations to the other hereunder. As used in this Agreement, the term "Permitted Exceptions" shall mean all matters listed in the Title and shown by the Survey which Purchaser does not deliver an objection to on or before the expiration of the Inspection Period and any intervening liens and matters that are suffered or created after the date of the Title or the Survey, but before the date of Closing that are approved in writing by Purchaser.

SECTION 4. PROPERTY INSPECTION.

4.1 Inspection Period. Purchaser shall have an inspection period which shall commence on the Effective Date and continue until twenty (20) days after the Effective Date (the "Inspection Period") to review the Survey, Title and the other materials; to complete a physical inspection of the Property, to conduct soil tests and engineering studies; to test for the presence of hazardous substances and wastes and investigate other environmental issues; to ascertain the availability and sufficiency of utilities to the Property; to study drainage; to review zoning; to determine whether there is or will be adequate access to the Property; to review deed restrictions and any other limitations or covenants, conditions and restrictions on land use; to examine the Property; to review and investigate taxes, assessments, and any other matter affecting the Property; and to obtain all internal approvals that Purchaser may require for it to acquire the Property in accordance with the terms set forth in this Agreement. Seller shall cooperate with Purchaser in the making of the foregoing investigations and shall provide within five (5) days of the Effective Date copies of any soil testing reports or other documentation regarding the environmental issues involving the Property.

If Purchaser determines, in its sole and absolute discretion, not to proceed with the transaction set forth in this Agreement, Purchaser shall so notify Seller on or before the expiration of the Inspection Period. If Purchaser fails to deliver the above notice to Seller on or before the expiration of the Inspection Period, Purchaser shall be deemed to have notified Seller on the last day of the Inspection Period that Purchaser is consummating this Agreement.

4.2 Access to the Property. Seller hereby grants to Purchaser and Purchaser's agents and representatives the right to enter upon the Property at Purchaser's expense from the Effective

Date until Closing or until the termination of this Agreement for the purpose of making inspections, measurements, surveys and conducting such tests and examinations as Purchaser deems necessary, including but not limited to engineering studies, core borings, drillings, environmental studies and hazardous waste studies. Purchaser shall indemnify and save Seller harmless against and from any and all liability, loss, cost damage and expense (including, without limitation, reasonable attorneys' fees, costs and disbursements incurred in enforcement of this indemnity) arising from Purchaser's or Purchaser's agents' or representatives' activities set forth in this Section. Seller acknowledges, and Purchaser agrees, that during the foregoing period, Seller will have complete control of the Property and Purchaser will have only the rights with respect thereto specifically set forth in this Agreement.

SECTION 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

5.1 Making of Representations, Warranties and Covenants of Seller. As a material inducement to Purchaser to enter into this Agreement and consummate the transactions contemplated hereby, the Seller hereby makes to Purchaser the representations, warranties and covenants contained in this Section:

(a) The Seller has good, clear, marketable, valid and enforceable title in the Property, free and clear of all other prior or subordinate interests, including, without limitation, mortgages, deeds of trust, ground leases, leases, subleases, assessments, tenancies, claims, covenants, conditions or other encumbrances or other adverse matters affecting title, except for Permitted Exceptions as defined herein. There is no pending, nor to the best knowledge of Seller, any threatened condemnation or similar proceeding affecting the Property or any portion of the Property.

(b) The Seller has not received a notice from any governmental authority of any violation of any law, ordinance, regulation, license, permit or authorization issued with respect to any of the Property that has not been corrected heretofore and, to the best knowledge of the Seller, no such violation now exists which could have an adverse effect on the operation of any of the Property. To the best knowledge of Seller, all improvements constituting a part of the Property are in compliance in all material respects with all applicable state laws, ordinances, regulations, licenses, permits and authorizations and there is at least the minimum access required by applicable subdivision or similar law to the Property.

(c) Seller shall not enter into any contract of sale of the Property and no other party has been previously granted by Seller a right of first refusal or first option to purchase the Property to be transferred hereunder.

(d) There is no litigation or governmental or administrative proceeding or investigation pending or, to the knowledge of the Seller, threatened against the Seller which may have any adverse effect on the Seller's properties, assets, prospects, financial condition or business or which would prevent or prohibit the consummation of the transactions contemplated by this Agreement.

(e) Seller represents that it has no knowledge of a violation of any Applicable Laws, including without limitation, CERCLA, RCRA, TSCA and all of the regulations promulgated thereunder to date, governing or creating liability for the existence or contamination in, on or under the Property of any Toxic Substance, or for the treatment, storage, disposal or release of Hazardous Materials or for the arranging for any such treatment, storage, disposal or release (collectively, the "Hazardous Materials Release(s)"). Seller has no knowledge of any disposal or release of Hazardous Materials on the Property during any its use or ownership of the Property. The term "Hazardous Materials" shall refer to (i) all materials and substances which are defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so called "superfund" or "superlien" law, the Toxic Substance Control Act, or any federal, state or local statute, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect; (ii) asbestos; and (iii) any other hazardous, toxic or dangerous waste, substance or material.

(f) At the time of the Closing, there will be no outstanding contracts executed by Seller for any improvements to the Property, and Seller shall cause to be discharged prior to the Closing all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property or arising from contracts executed by Seller prior to the Closing (whether or not such contracts have been fully performed), and Seller shall terminate all such contracts at Closing at Seller's sole cost.

(g) At the time of the Closing, there will be no indebtedness encumbering the Property.

(h) Seller shall continue to maintain and enforce its existing insurance with regard to the Property. All risk of loss of Property shall remain with Seller until Closing hereon.

(i) Seller is duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has all requisite power and authority to carry on its business as now conducted and as proposed to be conducted. Seller has full power, authority and legal right to enter into this Agreement and to consummate the transactions provided for herein. All actions on the part of Seller necessary to approve the transactions contemplated by this Agreement have been duly taken as required by applicable law and any applicable agreements. This Agreement has been, and the other agreements, documents and instruments required to be delivered by Seller in accordance with the provisions hereof have been duly executed and delivered by Seller and constitute the valid and binding agreement of Seller enforceable in connection with their respective terms.

(j) Seller is not a "foreign person" within the meaning of Section 1445(f) (3) of the Internal Revenue Code of 1986.

5.2 Survival of Representations, Warranties, and Covenants. In the event any of Seller's representations, warranties or covenants hereunder are determined to be false or misleading prior to Closing, Purchaser shall have the option of (i) waiving such failure and proceeding to the Closing subject thereto; or (ii) declaring this Agreement to be in default and exercising the remedies available to Purchaser under Section 9.2, including but not limited to the right to terminate this Agreement. All of Seller's representations, warranties, or covenants hereunder shall survive the Closing of the transaction contemplated under this Agreement.

SECTION 6. CONDITIONS PRECEDENT TO CLOSING.

6.1 Conditions to Closing. Seller and Purchaser acknowledge that the following conditions precedent to Closing must be satisfied or waived by Purchaser prior to Closing:

(a) The representations and warranties of Seller shall be true and correct as of the date of Closing;

(b) Purchaser, at the end of the Inspection Period shall have determined to proceed with the transaction set forth in this Agreement;

(c) The Deed (as defined below) and each of the other documents required to be delivered by Seller pursuant to the terms and conditions of this Agreement shall have been delivered within the time specified in this Agreement and shall be in form and substance satisfactory to Purchaser;

(d) Approval and consent of the purchase of the Property and the terms of this Agreement by the City Commission of the City of Paducah; and

(e) Seller shall have timely performed and complied with all of Seller's covenants and obligations under this Agreement;

In the event any of the conditions precedent to Closing are not satisfied or waived by Purchaser prior to Closing, this Agreement shall terminate whereupon the Purchaser shall have no further liabilities or obligations to the Seller hereunder. Additionally, Purchaser shall have all remedies available to it under Section 9 herein.

SECTION 7. CLOSING ACTIVITIES.

7.1 Time and Place of Closing. Subject to the full performance or waiver of performance of all parties of their respective duties set forth in this Agreement and the satisfaction or waiver of all of the conditions to Closing set forth in this Agreement, the "Closing" of the sale contemplated hereby shall be held through the offices of Denton & Keuler at a date and time to be mutually agreed upon by the parties, but in no event later than June 30, 2015, provided Purchaser has not elected to terminate this Agreement in accordance with Section 4, unless the parties agree in writing to extend the Closing to a date mutually agreeable to the parties.

7.2 Payment of the Purchase Price. At the Closing, Purchaser shall pay to Seller the Purchase Price, adjusted pursuant to this Agreement. Such payment shall be made in cash or by federal funds wire transfer to a commercial bank account designated by the Seller.

7.3 Closing Statement. Denton & Keuler shall prepare a "Closing Statement" which reflects adjustments which will be made to the Purchase Price for the balance of any mortgage or lien encumbering the Property; any title defect that can be cured by expending money; and any additional amounts owed by Purchaser or credits due to Purchaser. Purchaser and Seller shall execute the Closing Statement at Closing.

7.4 Documents to be Delivered by Seller. At the Closing, Seller shall deliver to Purchaser: (i) evidence satisfactory to Purchaser that any encumbrances or liens theretofore affecting the Property have been paid and discharged of record; (ii) vacant possession of the Property; and (iii) a duly executed and acknowledged deed in proper statutory form conveying the Property with General Warranty according to the legal description of record free and clear of all liens and encumbrances, except for real property ad valorem taxes levied in the year of the Closing, Permitted Exceptions and such intervening liens, if any, as Purchaser has approved in writing ("Deed") and such other instruments and documents as are necessary or appropriate to (a) properly and completely vest title to the Property in Purchaser and (b) comply with the terms and conditions of this Agreement.

7.5 Ad Valorem Taxes, Real Property Taxes and Governmental Assessments. Ad valorem taxes and/or real property taxes against the Property for the current year shall be prorated as of the date of Closing.

7.6 Transfer Taxes and Recording Fees. Any and all deed transfer taxes shall be paid by Seller at Closing. Any and all deed recording fees shall be paid by the Purchaser at Closing.

7.7 Title and Survey Expenses. The expense of examination of title, Survey, any and all inspections shall be paid by Purchaser. Seller shall be responsible for deed preparation costs.

SECTION 8. BROKERS.

8.1 Real Estate Commission. Seller and Purchaser represent and warrant to each other that no real estate broker is entitled to any commission as listing agent, Purchaser's or Seller's agent or as the procuring cause of this transaction resulting from any actions or words by or on behalf of either party, and Purchaser and Seller agree to indemnify and hold each other harmless from any claim or demand made by any brokers.

SECTION 9. DEFAULT AND REMEDIES.

9.1 Default and remedies of parties. If either Seller or Purchaser fail to comply with any or all of the obligations, covenants, representations, warranties or agreements to be performed, honored or observed by them under and pursuant to the terms and provisions of this Agreement the Party claiming that such a breach has occurred shall give written notice to the breaching Party. The breaching Party shall have a period of seven (7) days following the effective date of said notice within which to correct the default, or in the case of a default which is of a nature that cannot reasonably be corrected within such seven (7)-day period, within which to commence action to correct the default. In the event that the breaching Party shall fail to correct such default within said seven (7)-day period or, if applicable, to commence action to correct such default within said seven (7)-day period and thereafter diligently to pursue the same to completion, the non-defaulting Party may, at its option, (a) elect to enforce the terms hereof by action for specific performance, (b) proceed to close this transaction notwithstanding such breach

or failure (without waiving any right or remedy which might otherwise be available at law or in equity arising from such breach or failure), or (c) terminate this Agreement without waiving its rights to seek damages and other relief available at law or equity. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provisions hereof.

SECTION 10. RISK OF LOSS AND POSSESSION.

10.1 Risk of Loss. Subject to the provisions hereof, Seller shall have all risk of loss to the Property by fire or other casualty until Closing and conveyance to Purchaser. Purchaser shall assume all risk of loss to the Property after the Closing.

10.2 Possession. Seller shall relinquish possession of the Property to Purchaser as of the date of Closing.

SECTION 11. MISCELLANEOUS.

11.1 Execution by Both Parties. This Agreement shall not become effective and binding until fully executed and delivered by both Purchaser and Seller (the "Effective Date").

11.2 Captions. The captions employed in this Agreement are for convenience only and are not intended to in any way limit or amplify the terms and provisions of this Agreement.

11.3 Entire Agreement. This Agreement contains the complete agreement between the parties and cannot be varied or waived except by the written agreement of the parties. The parties agree that this Agreement constitutes the entire agreement between the parties and no other oral agreements, understandings, representations or warranties prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein.

11.4 Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives to the same extent as if specified at length throughout this Agreement.

11.5 Gender and Number. The plural shall include the singular and the singular, the plural, wherever the context so permits. The masculine shall include the feminine and the neuter; the feminine, the masculine and the neuter, and the neuter, the masculine and the feminine.

11.6 Attorneys' Fees and Other Costs. The parties to this Agreement shall bear their own attorneys' fees in relation to negotiating and drafting this Agreement. Should Purchaser or Seller engage in litigation to enforce their respective rights pursuant to this Agreement, the prevailing party shall have the right to indemnity by the non-prevailing party for an amount equal to the prevailing party's reasonable attorneys' fees, court costs and expenses arising therefrom.

11.7 Governing Law. This Agreement shall exclusively be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to any conflicts of laws. Venue shall be in the state or federal court sitting in Paducah, McCracken County, Kentucky.

11.8 Notice. All notices required, permitted, or given pursuant to the provisions of this Agreement shall be in writing, and either (i) hand delivered, (ii) delivered by certified mail, postage prepaid, return receipt requested, (iii) delivered by an overnight delivery service, or (iv) delivered by facsimile machine or email, followed within twenty-four (24) hours by delivery under options (i), (ii) or (iii) addressed as follows:

If to Seller:

Dorris Properties, LLC
14 West Vale
Paducah, KY 42001
Attention: Joe A Powell
Telephone No.:
Fax No.:
Email:

With copies to:

If to Purchaser:

City of Paducah
300 South Fifth Street
Paducah, KY 42001
Attention: Police Chief Brandon L. Barnhill
Telephone No.: 270-444-8590
Fax No.: 270-444-0629
Email: bbarnhill@paducahky.gov

With copies to:

Denton & Keuler, LLP
555 Jefferson, Suite 301
Post Office Box 929
Paducah, Kentucky 42002-0929
Attention: Lisa H. Emmons, Esq.
Telephone No.: 270-443-8253
Fax No.: 270-442-6000
Email: lemmons@dklaw.com

Notices shall be deemed delivered upon receipt. The addresses given above may be changed by any party by notice given in the manner provided herein.

11.9 Periods of Time. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a Saturday,

Sunday or legal holiday under the laws of the state in which the Property is located, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

11.10 Preparation of Agreement. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

11.11 Exhibits. All exhibits attached hereto are incorporated herein by reference and made a part hereof as if fully rewritten or reproduced herein.

11.12 Further Agreements. Seller and Purchaser agree to execute, acknowledge, and deliver, or cause to be delivered, any and all such conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents and such other instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement and the transactions contemplated hereby.

11.13 Agreement to Cooperate. Seller agrees prior to Closing to fully cooperate with Purchaser in the investigation and review of the Property. After the Closing and to the extent it is lawful to do so, Seller agrees to fully cooperate with Purchaser in the development of the Property for Purchaser's intended use.

11.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

11.15 Business Day. The term "Business Day" shall mean every day other than Saturday, Sunday and legal holidays recognized by the Commonwealth of Kentucky upon which McCracken County government offices are closed.

11.16 Time of Essence. Time will be of the essence with respect to the performance of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed as of the respective dates shown below.

SELLER:

DORRIS PROPERTIES, LLC

BY: _____

ITS: _____

DATE: _____

PURCHASER:

CITY OF PADUCAH, KENTUCKY

BY: _____

ITS: _____

DATE: _____

EXHIBIT A

BEGINNING ON THE SOUTH SIDE OF BROADWAY AT THE INTERSECTION OF THE SOUTH LINE OF BROADWAY WITH THE EAST LINE OF A 30-FOOT PUBLIC ALLEY (MORE SPECIFICALLY, A 25-FOOT ALLEY AND A 5-FOOT LANDSCAPE STRIP OF SEARS, ROEBUCK AND CO.); THENCE SOUTHWARDLY WITH THE EAST LINE OF THE LANDSCAPE STRIP 173.25 FEET TO A POINT; THENCE AT RIGHT ANGLES TOWARD THE RIVER 54 FEET TO THE WEST LINE OF THE LOT CONVEYED TO JOE MARSHALL BY DEED RECORDED IN DEED BOOK 440, PAGE 320, MCCRACKEN COUNTY COURT CLERKS' OFFICE; THENCE IN A NORTHERLY DIRECTION WITH THE WEST LINE OF MARSHALL'S LOT 173.25 FEET TO BROADWAY 54 FEET TO THE POINT OF BEGINNING.

BEING A PART OF THE SAME PROPERTY CONVEYED TO POWELL PROPERTIES I, LTD, A KENTUCKY LIMITED LIABILITY COMPANY, BY DEED DATED OCTOBER 18, 1995, OF RECORD IN DEED BOOK 840, PAGE 519, MCCRACKEN COUNTY COURT CLERK' S OFFICE.