



CITY COMMISSION MEETING
 AGENDA FOR JUNE 9, 2015
5:30 P.M.
 CITY HALL COMMISSION CHAMBERS
 300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION—Michael Jenkins, Youth Leader at Relevant Church

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION: Young Professionals Committee--Brandi Harless

	I.	<u>MINUTES</u>
	II.	<u>MOTION</u>
		A. R & F Documents
	III.	<u>MUNICIPAL ORDER</u>
		A. Personnel Actions
		B. Authorize Mayor to Execute a Deed Consideration Certificate to Purchase Property at 960 Krebs Station Road for Paducah Water – JASON PETERSON
	IV.	<u>ORDINANCES – INTRODUCTION</u>
		A. Approve Annual Maintenance Contract for Radio Equipment with Motorola – B. STRINGER
		B. Adoption of FY2016 Budget – J. PERKINS
		C. Accept Bid to Purchase Self-Contained Breathing Apparatus Units for the Fire Dept. – FIRE CHIEF KYLE
		D. Annexation of Property located at 2855 Lone Oak Road and 81 & 91 Plantation Drive - S. ERVIN
		E. Zone Change for Property located at 2855 Lone Oak Road and 81 & 91 Plantation Drive – S. ERVIN
		F. Authorize an Agreement with HDR Engineering, Inc., for Engineering Services Required to Develop and Manage a Request for Proposals to Obtain a New Contract for a Solid Waste Transfer Station and Related Solid Waste Services – R. MURPHY

	V.	<u>CITY MANAGER REPORT</u>
	VI.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VII.	<u>PUBLIC COMMENTS</u>
	VIII.	<u>EXECUTIVE SESSION</u>

June 9, 2015

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

DOCUMENTS

1. Certificates of Liability Insurance
 - a. D & D Construction of Paducah
 - b. M P Lawson Construction, LLC
 - c. B H Green & Sons, Inc.
 - d. Municipal Equipment, Inc.
 - e. Murco, Inc.
 - f. Leigh & Associates

2. Contracts/Agreements:
 - a. Amendment No. 1 to Design Agreement Between The Department of the Army and the City of Paducah for design for the Ohio River Shoreline (ORD # 2015-03-8227)
 - b. Agreement with Jim Smith Contracting Company, LLC for the Olivet Church Road Improvement Project (ORD # 2015-05-8239)
 - c. Agreement with Harper Construction, LLC for the EPW 2015-2016 Concrete Program (ORD # 2015-05-8235)
 - d. Agreement with McBride Mack for the purchase of one front loader refuse truck for the Engineering Public Works Department (ORD # 2015-05-8240)
 - e. Agreement with McBride Mack for the purchase of one side arm refuse truck for the Engineering Public Works Department (ORD # 2015-05-8241)
 - f. Grant Agreement for the 2015-2016 Kentucky Pride Fund Household Hazardous Waste Grant (ORD # 2015-06-8251)

3. Kentucky Community Development Block Grant Project Completion Report for the Jackson House Elevator Rehabilitation Project

4. City of Paducah Police Department 2014 Annual Report

5. City of Paducah Finance Department Financial Report for period ending March 31, 2015

6. Paducah McCracken County Riverport Authority Budget Assumptions for 2015-2016 Fiscal Year

7. Paducah Water Works Financial Highlights for April 2015

BIDS FOR PADUCAH FIRE DEPARTMENT
Self-Contained Breathing Apparatus Equipment

1. Bluegrass Uniforms
2. Orr Safety *

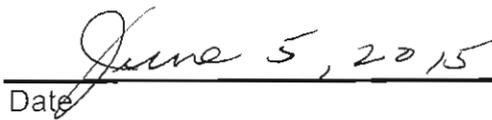
* Denotes Accepted Bid

CITY OF PADUCAH
June 9, 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



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
June 9, 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>POLICE - SUPPORT SVCS</u>					
Zidar, Michael S	Crime Analyst	\$23.08/Hr	NCS	Ex	June 11, 2015

PARKS SRVCS - MAINTENANCE

Blackford, Thomas G	Parks Maintenance - Laborer	\$13.01/Hr	NCS	Non-Ex	June 11, 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>					
Hatton, Baron	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	June 1, 2015
Little, Anthony	Sports Official	\$15.00/Game	NCS	Non-Ex	June 8, 2015

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>PARKS SRVCS - MAINTENANCE</u>					
McGriff, Patrick S	Parks Maintenance - Laborer	\$9.00/Hr	NCS	Non-Ex	June 4, 2015

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>PARKS SERVICES</u>					
Blakemore, Kaitlin A	Recreation Leader \$11.00/Hr	Recreation Leader \$8.00/Hr	NCS	Non-Ex	June 1, 2015
Coleman, Amber M	Pool Attendant \$7.50/Hr	Lifeguard \$8.00/Hr	NCS	Non-Ex	May 30, 2015
Dew, Caroline A	Pool Attendant \$7.50/Hr	Lifeguard \$8.00/Hr	NCS	Non-Ex	May 30, 2015
Jez, Elise N	Pool Attendant \$7.50/Hr	Lifeguard \$8.00/Hr	NCS	Non-Ex	May 30, 2015
Jordan, Diamond R	Recreation Leader \$8.00/Hr	Pool Attendant \$7.50/Hr	NCS	Non-Ex	June 1, 2015
Kollenberg, Teddy W	Recreation Leader \$8.00/Hr	Head Lifeguard \$8.50/Hr	NCS	Non-Ex	June 1, 2015
Meadows, Taylor B	Pool Attendant \$7.50/Hr	Head Pool Attendant \$8.00/Hr	NCS	Non-Ex	May 28, 2015
Murphy, Kaitlin M	Recreation Leader \$8.00/Hr	Recreation Leader \$11.00/Hr	NCS	Non-Ex	June 1, 2015
Vega, Sergio	Pool Attendant \$7.50/Hr	Head Pool Attendant \$8.00/Hr	NCS	Non-Ex	May 28, 2015

PARKS SRVCS - MAINTENANCE

Meinders, Jason I	Parks Maintenance - Laborer \$8.50/Hr	Parks Maintenance - Laborer \$9.00/Hr	NCS	Non-Ex	June 4, 2015
Overstreet, Donald E	Parks Maintenance - Laborer \$8.50/Hr	Parks Maintenance - Laborer \$9.00/Hr	NCS	Non-Ex	June 4, 2015
Edmonds, Brodrick	Temporary Pump Operator \$7.25/Hr	Parks Maintenance - Laborer \$9.00/Hr	NCS	Non-Ex	June 4, 2015

CITY OF PADUCAH
PERSONNEL ACTIONS
June 9, 2015

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Mitchell, Elaina	Recreation Leader	Resignation* *Accepted another summer position	May 26, 2015
Adams, Tanner L	Lifeguard	Termination* *Unable to contact to complete hiring process	May 27, 2015

<u>PARKS SRVCS - MAINTENANCE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Mizel, Jon	Parks Maintenance - Laborer	Resignation* *Accepted another summer position	June 4, 2015
Pinner, Kevin G	Parks Maintenance - Laborer	Termination* *Unable to successfully complete hiring process	June 4, 2015

**AGENDA ACTION FORM
PADUCAH CITY COMMISSION**

Meeting Date: June 9, 2015

Short Title: Authorize Mayor to Execute a Deed Consideration Certificate to Purchase Property at 960 Krebs Station Road for Paducah Water

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Bill Robertson
Presentation By: Jason Peterson

Background Information:

Bill Robertson has been negotiating with Donald L. Brown and Mary A. Brown, Trustees of the Donald L. Brown and Mary A. Brown Revocable Trusts dated November 7, 2008, for the purchase and acquisition of a 0.659 acre parcel lying adjacent to its tank site at 960 Krebs Station Road for the expansion and improvement of Paducah Water's water distribution system in the Hendron Water area.

Bill Robertson has reached an agreement with Donald L. Brown and Mary A. Brown, Trustees of the Donald L. Brown and Mary A. Brown Revocable Trusts dated November 7, 2008, for the purchase of 960 Krebs Station Road, Paducah, Kentucky, and is desirous of obtaining the authorization of the City Commission to have the Mayor to execute the deed and consideration certificate to vest title in the City of Paducah for the benefit and use of Paducah Water.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

Authorize the Mayo to execute the deed and consideration certificate to vest title in the City of Paducah for the use and benefit of Paducah Water

Attachments:

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE FOR THE PURCHASE OF THE BROWN TRUST PROPERTY LOCATED AT 960 KREBS STATION ROAD, PADUCAH, KENTUCKY, BY THE CITY OF PADUCAH ACTING ON BEHALF OF THE COMMISSIONERS OF WATERWORKS DBA PADUCAH WATER

WHEREAS, the Commissioners of Waterworks of the City of Paducah, Kentucky, DBA Paducah Water (the "PWW"), has previously determined that it is beneficial for PWW to acquire the real property known as the Brown property which property lies adjacent to PWW's tank property on Krebs Station Road, Paducah, Kentucky; and

WHEREAS, in order to consummate the purchase of said real property a deed of conveyance containing a sworn consideration certificate must be executed and filed of record;

NOW, THEREFORE, IT IS ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH,

Section 1. Recitals and Authorizations. The Board of Commissioners hereby authorizes the Mayor to certify and execute the consideration certificate contained in the deed of conveyance from the Donald and Mary Brown Trusts to the City of Paducah, Kentucky, acting on behalf of the Commissioners of Waterworks DBA Paducah Water for property located at 960 Krebs Station Road, Paducah, Kentucky. It is determined that it is necessary and desirable and in the best interest of the City to execute the consideration certificate contained in said deed of conveyance, which deed of conveyance and consideration certificate is hereby authorized and approved.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, June 9, 2015
Recorded by Tammara S. Sanderson, City Clerk, June 9, 2015
rmo\PWW-960 Krebs Station Rd
189199.doc

DEED OF CONVEYANCE

THIS DEED made and entered into this the ____ day of June, 2015, by and between DONALD L. BROWN, AS TRUSTEE, OF THE DONALD L. BROWN REVOCABLE TRUST, DATED NOVEMBER 7, 2008, of 1010 Krebs Station Road, Paducah, Kentucky 42001, and MARY A. BROWN, AS TRUSTEE, OF THE MARY A. BROWN REVOCABLE TRUST, DATED NOVEMBER 7, 2008, Grantors, and THE CITY OF PADUCAH, KENTUCKY for the use and benefit of the COMMISSIONERS OF WATERWORKS, DBA PADUCAH WATER, a body politic and corporate, duly organized and existing under the laws of the Commonwealth of Kentucky, and a municipal corporation of the second class of P. O. Box 2377, Paducah, Kentucky 42002, Grantee;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of \$20,000.00, cash in hand paid by the Grantee to the Grantors, the receipt of which is hereby acknowledged, Grantors sold and do by these presents grant, bargain, sell, alien and convey unto the Grantee, its successors and assigns forever, together with all the improvements, appurtenances and rights thereunto belonging, the following described property, lying and being in McCracken County, Kentucky, and more particularly described as follows:

Being a 0.659 acre tract as shown on the plat of Waiver of Subdivision for Donald and Mary Brown, of record in Plat Section "K", page 179, in the McCracken County Court Clerk's Office.

Being a part of the same property conveyed to Donald L. Brown, as Trustee, or his successors in trust, of the Donald L. Brown Revocable Trust, dated November 7, 2008, and Mary A. Brown, as

Trustee, or her successors in trust, of the Mary A. Brown Revocable Trust, dated November 7, 2008, by deed dated November 7, 2008, of record in Deed Book 1157, page 55, McCracken County Court Clerk's Office.

TO HAVE AND TO HOLD the same together with all improvements thereon and all rights and appurtenances thereunto pertaining unto Grantee, its successors and assigns forever, with Covenant of General Warranty, except easements, covenants and restrictions of record.

Grantors and Grantee hereby swear and affirm, under penalty of perjury, that the consideration recited herein is the full actual consideration paid for the property transferred hereby. The Grantee joins in this deed for the sole purpose of certifying the consideration.

IN WITNESS WHEREOF, the Grantors and Grantee have hereunto set their hands.

DONALD L. BROWN, AS TRUSTEE OF
THE DONALD L. BROWN REVOCABLE
TRUST DATED NOVEMBER 7, 2008

THE CITY OF PADUCAH, KENTUCKY
FOR THE USE AND BENEFIT OF THE
COMMISSIONERS OF WATER WORKS OF
FOR THE CITY OF PADUCAH,
KENTUCKY D/B/A PADUCAH WATER

MARY A. BROWN, AS TRUSTEE OF THE
MARY A. BROWN REVOCABLE TRUST
DATED NOVEMBER 7, 2008

By _____

Title _____

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this ___ day of June, 2015, by Donald L. Brown, as Trustee of the Donald L. Brown Revocable Trust dated November 7, 2008, and Mary A. Brown, as Trustee of the Mary A. Brown Revocable Trust dated November 7, 2008, Grantors.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____ day of June 2015, by Gayle Kaler, Mayor, of The City of Paducah, Kentucky for the use and benefit of the Commissioners of Water Works for the City of Paducah, Kentucky d/b/a Paducah Water, on behalf of said entity, Grantee.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE

This instrument prepared by:

DENTON & KEULER, LLP
P. O. Box 929
Paducah, KY 42002-0929

Send current Tax bill to:
Paducah Water
P O Box 2377
Paducah, KY 42002-2377

**Agenda Action Form
Paducah City Commission**

Meeting Date: June 9th, 2015

Short Title: Annual service contract for the City's 800 Mhz radio equipment

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: *Brent Stringer*

Presentation By: *Brent Stringer and/or Steve Kyle*

Background Information: Reoccurring annual service agreement between Motorola and the City of Paducah for service and maintenance on the 800 Mhz radio system including the dispatch consoles and radio controllers at the 911 office.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Communications equipment

Account Number: 012-4011-423-22.06

*Various radio maintenance
accounts (2206)*

6/5/2015
Finance

Staff Recommendation: Approve ordinance to continue the service agreement with Motorola for 2015-2016

Attachments: *Revised Interlocal Agreement*

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

ORDINANCE NO. 2015-6-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
SERVICE AGREEMENTS WITH MOTOROLA FOR FY 2015--2016

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a service agreement with Motorola for yearly maintenance of the 800 MHz radio controllers, individual department radios, Paducah-McCracken County 911 dispatch consoles, telephones, and other related radio equipment. The Contract Number S00001001153 in the amount of \$51,994.56 shall expire June 30, 2016.

SECTION 2. This expenditure shall be charged to various departments.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 9, 2016
Adopted by the Board of Commissioners, June 16, 2015
Recorded by Tammara S. Sanderson, City Clerk, June 16, 2015
Published by *The Paducah Sun*, _____
\ord\police\contract-Motorola 2015-2016



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001001153
 Contract Modifier: RN27-MAR-15 13:24:02

Date: 03/27/2015

Company Name:	Paducah, City Of
Attn:	
Billing Address:	P O Box 2307
City, State, Zip:	Paducah, KY, 42002
Customer Contact:	
Phone:	

Required P.O.: No
 Customer #: 1011956482
 Bill to Tag #: 0001
 Contract Start Date: 07/01/2015
 Contract End Date: 06/30/2016
 Anniversary Day: Jun 30th
 Payment Cycle: MONTHLY
 PO #: N/A

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$281.41	\$3,376.92
1	SVC251AA	ENH: SMARTZONE SITE		
1	SVC251AE	PLANT VESTA PALLAS SERVER		
5	SVC253AE	PLANT VESTA PALLAS WORKSTATION		
5	SVC255AE	PLANT VESTA PALLAS ACU		
1	SVC257AA	ENH: SMARTNET SITE		
1	SVC257AE	PLANT BCM		
14	SVC258AA	ENH: SMARTNET STATION		
1	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$77.73	\$932.76
5	SVC239AA	ENH: SMARTZONE OPERATOR POSITION		
1	SVC240AA	ENH: SMARTNET SITE		
14	SVC241AA	ENH: SMARTNET STATION		
1	SVC242AC	ENH: DISPATCH CENTER LOCATION		
1	SVC242AE	ENH: PLANT EQUIPMENT 911		
1	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$260.77	\$3,129.24
1	SVC135AA	ENH: SMARTNET SITE		
14	SVC136AA	ENH: SMARTNET STATION		
5	SVC142AD	ENH: CONSOLE ONLY - OPERATOR POSITI		
1	SVC142AF	ENH: PLANT EQUIPMENT 911		
1	SVC147AA	ENH: SMARTNET SYSTEM		
2	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1220C	ASTRO SFS LITE SERVICE AGREEMENT	\$376.53	\$4,518.36
15	SVC17AA	ENH: MTX8250		
33	SVC26AA	ENH: XTS2500		
10	SVC495AB	XTL5000 - MOBILE		
12	SVC506AB	XTS1500		
4	SVC684AD	ENH: XTL1500		
6	SVC688AD	ENH: XTL2500		

	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$1,390.98	\$16,691.76
1	SVC166AE	PLANT MAGIC SERVER		
1	SVC174AE	PLANT VESTA STANDARD MINI SERVER		
1	SVC181AE	PLANT BCM		
5	SVC187AE	PLANT VESTA PALLAS WORKSTATION		
1	SVC218AA	ENH: ONSITE INFRASTRUCTURE RESPONSE-SITE		
14	SVC219AA	STATION(S)		
5	SVC220AA	OPERATOR POSITIONS		
1	SVC455AE	ENH: DISPATCH SITE		
1	SVC986AA	DISPATCH CENTER LOCATION		
1	SVC987AA	CENTRAL ELECTRONICS BANKS (CEB)		
	SVC01SVC1423C	LOCAL RADIO SUPPORT SERVICE	\$271.98	\$3,263.76
15	SVC17AB	ENH: MTX8250		
33	SVC26AB	XTS2500		
4	SVC368AE	ENH: XTL1500		
6	SVC454AE	ENH: XTL2500		
12	SVC575AB	XTS1500 - PORTABLE		
10	SVC587AB	XTL5000 - MOBILE		
	SVC01SVC2012C	SP - CONTRACT ADMINISTRATION SERVICE NETWORK(S)	\$206.01	\$2,472.12
1	SVC02SVC0015C	SP - SUBSCRIBER REPAIR - LOCAL CHARGER	\$5.82	\$69.84
1	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE CHANNEL COMBINER	\$81.05	\$972.60
1	SVC02SVC0081A	MISSION CONTROL SITE(S)	\$636.82	\$7,641.84
1	SVC02SVC0082A	SOFTWARE FIRMWARE SUPPORT SITE(S)	\$743.78	\$8,925.36

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$4,332.88	\$51,994.56
Subtotal - One-Time Event Services	\$.00	\$.00
Total	\$4,332.88	\$51,994.56

Taxes	-	-
Grand Total	\$4,332.88	\$51,994.56

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER D0066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT D0068	SCHAUMBURG	IL
INDIANAPOLIS SERVICE CENTER	INDIANAPOLIS	IN
AIRBUS DS COMMUNICATIONS, INC.	TEMECULA	CA
JACKSON PURCHASE 2 WAY INC	PADUCAH	KY

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Charles Benson 615 208-1747

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name: Paducah, City Of
Contract Number: S00001001153
Contract Modifier: RN27-MAR-15 13:24:02
Contract Start Date: 07/01/2015
Contract End Date: 06/30/2016

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

Agenda Action Form Paducah City Commission

Meeting Date: June 9, 2015

Short Title: City of Paducah, Kentucky's Fiscal Year 2015-2016 budget

Ordinance Emergency Municipal Order Resolution Motion

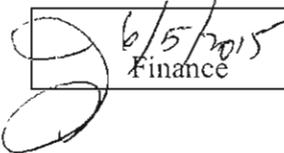
Staff Work By: Jonathan Perkins, Audra Herndon, Stacey Young
Presentation By: Jeff Pederson, Jonathan Perkins

Background Information:

The FY2016 budget ordinance implements the decisions made at the Commission's June 2nd budget workshop.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:


6/5/2015
Finance

Staff Recommendation:

Approve the FY2016 Budget Ordinance

Attachments:

FY2016 Budget Ordinance

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

ORDINANCE NO 2015-06-_____

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2015, THROUGH JUNE 30, 2016, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT

WHEREAS, an annual budget proposal has been prepared and delivered to the City Commission, and

WHEREAS, the City Commission has reviewed such proposed budget and made the necessary modifications

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY.

SECTION 1. The following estimate of revenues and resources is adopted as the City of Paducah, Kentucky Revenue Budget for Fiscal Year 2015-2016

FY2016	GENERAL FUND (01)	MUNICIPAL AID PROGRAM FUND (03)	INVESTMENT FUND (04)	CDBG FUND (06)
SOURCES:				
CASH FROM FUND RESERVE	295,780	289,200		
<i>REVENUES</i>				
PROPERTY TAXES	6,153,500			
LISC, PERMITS, OTHER TAXES	23,239,500	480,000	4,800,000	750,000
GRANTS, CONTRIBUTIONS	871,315			
FINES & FORFEITURES	109,500			
PROP RENTAL & SALES	436,020			
CHARGES FOR SERVICES	655,965			
INTEREST INCOME	90,000	5,000		
RECREATION, OTHER FEES	118,700			
MISCELLANEOUS	29,500			
TOTAL REVENUES	31,704,000	486,000	4,800,000	750,000
FUND TRANSFERS IN	469,950	825,000	261,000	125,000
TOTAL SOURCES	32,169,730	1,600,200	5,061,000	875,000

FY2016	E911 FUND (12)	COURT AWARDS FUND (13)	GENERAL DEBT SERVICE FUND (30)	CIP FUND (40)
SOURCES:				
CASH FROM FUND RESERVE		20,750		1,100,000
<i>REVENUES</i>				
PROPERTY TAXES				
LISC, PERMITS, OTHER TAXES	515,000		583,320	
GRANTS, CONTRIBUTIONS	487,930			11,749,000
FINES & FORFEITURES		30,000		
PROP RENTAL & SALES			389,000	
CHARGES FOR SERVICES			52,385	
INTEREST INCOME	900	1,000		
RECREATION, OTHER FEES				750,000
MISCELLANEOUS				
TOTAL REVENUES	1,103,830	31,000	924,705	12,499,000
FUND TRANSFERS IN	588,490		2,092,230	2,959,680
TOTAL SOURCES	1,692,320	51,750	3,016,935	16,558,680

FY2016	BOND FUND (42)	SOLID WASTE FUND (50)	CIVIC CENTER FUND (62)	RENTAL FUND (63)	RADIO FUND (64)
SOURCES:					
CASH FROM FUND RESERVE	1,269,000	970,950			
<i>REVENUES</i>					
PROPERTY TAXES					
LISC. PERMITS, OTHER TAXES		30,000			
GRANTS, CONTRIBUTIONS					
FINES & FORFEITURES		75,000	40,000	134,320	121,940
PROP RENTAL & SALES		4,368,000			
CHARGES FOR SERVICES		28,000			4,300
INTEREST INCOME	2,000	3,000			
RECREATION, OTHER FEES					
MISCELLANEOUS					
TOTAL REVENUES	2,000	4,504,000	40,000	134,320	128,740
FUND TRANSFERS IN			120,010		
TOTAL SOURCES	1,271,000	5,474,950	160,010	134,320	128,740

FY2016	FLEET SERVICE FUND (70)	FLEET TRUST FUND (71)	INSUR FUND (72)	HEALTH INS TRUST FUND (73)	AEPF/PPF PENSION FUND (76),(77),(84)
SOURCES:					
CASH FROM FUND RESERVE	8,000	1,635,995			457,531
<i>REVENUES</i>					
PROPERTY TAXES					
LISC. PERMITS, OTHER TAXES					
GRANTS, CONTRIBUTIONS					
FINES & FORFEITURES		827,755			350,000
PROP RENTAL & SALES	347,500		1,107,150	3,762,660	9,915
CHARGES FOR SERVICES		22,500			225,100
INTEREST INCOME					
RECREATION, OTHER FEES					
MISCELLANEOUS	100				
TOTAL REVENUES	347,600	850,255	1,107,150	3,762,660	585,015
FUND TRANSFERS IN	188,480		60,000		395,000
TOTAL SOURCES	544,080	2,486,250	1,167,150	3,762,660	1,437,550

SECTION 2 The following sums of money are hereby appropriated for Fiscal Year 2015-2016

FY2016	GENERAL FUND (01)	MUNICIPAL AID PROGRAM FUND (03)	INVESTMENT FUND (04)	CDBG FUND (06)
APPROPRIATIONS:				
GENERAL GOVERNMENT	1,474,675			
FINANCE	998,790			
PRDA	134,165			
INFORMATION SYSTEMS	667,530			
PLANNING	914,290			875,000
POLICE	9,496,455			
FIRE	8,049,275			
ENG/PUBLIC WORKS	3,959,595	1,600,200		
PARKS SERVICES	3,156,515			
CABLE AUTHORITY	83,610			
HUMAN RIGHTS	41,955			
ENGINEERING	1,155,105			
HUMAN RESOURCES	309,050			
INVESTMENT FUND			590,500	
DEBT SERVICE / E911				
SOLID WASTE OPERATION				
FLEET MAINTENANCE				
PENSIONS				
CASH CARRY FORWRD/RESRV			830	
FUND TRANSFERS OUT	2,028,720		4,369,670	
TOTAL APPROPRIATIONS	32,469,730	1,600,200	5,061,000	875,000

FY2016	E911 FUND (12)	COURT AWARDS FUND (13)	GENERAL DEBT SERVICE FUND (30)	CIP FUND (40)
APPROPRIATIONS:				
GENERAL GOVERNMENT				2,657,130
FINANCE				
PRDA				
INFORMATION SYSTEMS				
PLANNING				1,396,250
POLICE		51,750		24,000
FIRE				70,000
ENG/PUBLIC WORKS				11,766,000
PARKS SERVICES				520,000
CABLE AUTHORITY				
HUMAN RIGHTS				
ENGINEERING				
HUMAN RESOURCES				
INVESTMENT FUND				
DEBT SERVICE / E911	1,692,320		3,016,935	
SOLID WASTE OPERATION				
FLEET MAINTENANCE				
PENSIONS				
CASH CARRY FORWRD/RESRV				
FUND TRANSFERS OUT				125,000
TOTAL APPROPRIATIONS	1,692,320	51,750	3,016,935	16,588,880

FY2016	BOND FUND (42)	SOLID WASTE FUND (50)	CIVIC CENTER FUND (62)	RENTAL FUND (63)	RADIO FUND (64)
APPROPRIATIONS:					
GENERAL GOVERNMENT					
FINANCE					73,875
PRDA					
INFORMATION SYSTEMS					
PLANNING					
POLICE					
FIRE					
ENG/PUBLIC WORKS				84,476	
PARKS SERVICES			92,035		
CABLE AUTHORITY					
HUMAN RIGHTS					
ENGINEERING					
HUMAN RESOURCES					
INVESTMENT FUND					
DEBT SERVICE / E911					
SOLID WASTE OPERATION		5,234,950			
FLEET MAINTENANCE					
PENSIONS					
CASH CARRY FORWRD/RESRV			67,975		55,865
FUND TRANSFERS OUT	1,271,000	240,000		50,150	
TOTAL APPROPRIATIONS	1,271,000	5,474,950	160,010	134,626	128,740

FY2016	FLEET SERVICE FUND (70)	FLEET TRUST FUND (71)	INSUR FUND (72)	HEALTH INS TRUST FUND (73)	AEPF/PPF PENSION FUND (76),(77),(84)
APPROPRIATIONS:					
GENERAL GOVERNMENT					
FINANCE		2,486,250			300
PRDA					
INFORMATION SYSTEMS					
PLANNING					
POLICE					
FIRE					
ENG/PUBLIC WORKS					
PARKS SERVICES					
CABLE AUTHORITY					
HUMAN RIGHTS					
ENGINEERING					
HUMAN RESOURCES			1,161,550	3,762,161	
INVESTMENT FUND					
DEBT SERVICE / E911					
SOLID WASTE OPERATION					
FLEET MAINTENANCE	544,080				
PENSIONS					1,437,250
CASH CARRY FORWRD/RESRV			5,500		
FUND TRANSFERS OUT					
TOTAL APPROPRIATIONS	544,080	2,486,250	1,167,050	3,762,161	1,437,550

SECTION 3. The City Manager and Finance Director will publish a budget document which reflects the funding priorities set by the City Commission during their budget workshops and which will be used to interpret the above appropriations on the City's website

SECTION 4. The City does hereby adopt the following financial management policies

- A The General Fund's minimum undesignated cash balance shall be 10% of the General Fund's budgeted expenditures. The Investment Fund's minimum undesignated cash balance shall be 10% of the Investment Fund's budgeted expenditures. The Solid Waste Fund's minimum unreserved cash balance shall be 10% of the Solid Waste's budgeted operating expenses. The Debt Service Fund's minimum cash balance shall be not less than \$400,000.
- B The City Manager is authorized to transfer appropriated amounts between funds, departmental budget line items, projects, between divisions of departments, and between departments as shown in Section 2.
- C Appropriations designated as Commission contingency shall be obligated upon approval by the City Commission by municipal order.
- D Funds appropriated as Administrative contingency shall be obligated at the discretion of the City Manager, however, the City Commission shall be notified five calendar days prior to obligation of the expenditure. If any individual member of the Board of Commissioners requests Commission review of a proposed expenditure, the City Manager must bring expenditure before the Commission for approval by municipal order, or not proceed.
- E City Manager shall assure that recurring revenues and resources are greater than or equal to recurring expenditures.
- F The City Manager has the authority to enact a budget allocation program or to transfer funds to or from any departmental line item appropriation.

G As new vehicles are acquired, the City will fully fund the Fleet Trust Fund in order to replace rolling stock owned by the Fleet Trust Fund as it achieves obsolescence. The Fleet Trust Fund shall be funded with monthly lease charges assigned to rolling stock as determined by the Finance Director or his designee. All rolling stock is owned by the City's Fleet Trust Fund.

H The City will maintain a self-insurance fund called Health Insurance Trust Fund through the use of user fees as set by administrative policy.

I The City will continue to maintain the Appointive Employees Pension Fund (AEPF) in a fully funded status through sound financial management and/or annual General Fund transfers as designated in the budget document. The AEPF may be combined with the PFPF should it be determined, by the Finance Director, that such a combination is administratively more effective and/or financially prudent.

J In fiscal year 2006, the City issued a General Obligation Bond for the Police and Firefighters' Pension Fund (PFPF) bringing the fund up to an actuarially sound basis, however, the multi-year recession starting in fiscal year 2009 reduced the fund's corpus leaving a new unfunded liability. Funding is provided in the General Fund of this ordinance to further address the PFPF unfunded liability.

K The City will provide to all eligible employees up to a \$727.00 per month credit (for the months of July - December 2015) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2016, this monthly credit may be adjusted by the City Commission as recommended by the City Manager or his designee.

L The City will maintain a special fund called Investment Fund, and is considered an extension of the General Fund. The Investment Fund will be funded with a 1/2 cent increase in the City's occupational license fee (employee payroll withholding tax). This fund is dedicated to the following expenditures: economic development, neighborhood re-development, infrastructure capital investment and property tax relief.

SECTION 5. Finance Director is responsible for maintaining current table of Estimated Revenues in Section 1 and Appropriation of Funds in Section 2 and to provide a copy to the City Clerk.

If during the course of the year the City Commission adopts Ordinances to anticipate new revenues or to make new appropriations, the Finance Director will update these Tables and provide a copy to the City Clerk.

SECTION 6. This ordinance shall be read on two separate days and will become effective upon publication in full pursuant to KRS Chapter 424.

Mayer

ATTEST:

Tammara Sanderson, City Clerk

Introduced by the Board of Commissioners, June 9, 2015
Adopted by the Board of Commissioners, June 23, 2015
Recorded by Tammara Sanderson, City Clerk, June __, 2015
Published by The Paducah Sun.

Agenda Action Form Paducah City Commission

Meeting Date: 6/09/2015

Short Title: Purchase of Self Contained Breathing Apparatus (SCBAs) for the Paducah Fire Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Kevin Mckellips, Deputy Fire Chief
Presentation By: Steve Kyle, Fire Chief

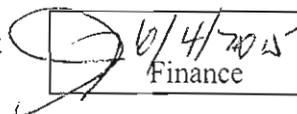
Background Information:

A large percentage of Paducah Fire Departments Self-Contained Breathing Apparatus (SCBAs) are more than ten years old and do not meet the current required firefighting standards. Therefore, to implement a replacement program, sealed bids were requested for new SCBAs and related components to be purchased in accordance with the authorized Fire Equipment budget.

On May 29, 2015, sealed bids were opened and read aloud for the purchase of the required SCBSs and related equipment for use by the Paducah Fire Department for the remaining portion of the 2015 Fiscal Year and the 2016 Fiscal Year with a one-year optional renewal. Two bids were received, with Orr Safety submitting the lowest responsive bid of \$7,000 per unit in accordance with the specifications. The unit price is firm and will be utilized as the Contract unit price for the remaining portion of the contract time period until June 30, 2016. The Contract may be renewable for one additional Fiscal-Year term, upon the mutual agreement of both parties. The City of Paducah Fire Chief, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Fire Hose/Rescue Equipment
Account Number: 001-1802-522-40-13

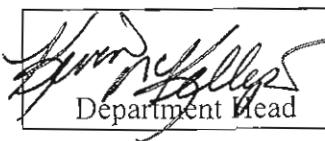
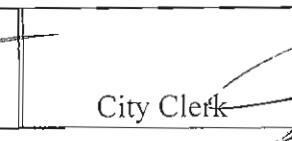
 6/4/2015
Finance

Staff Recommendation:

To receive and file the bids and adopt an Ordinance authorizing the Mayor to execute a contract with Orr Safety for the purchase of Self-Contained Breathing Apparatus (SCBAs) at the unit price of \$7,000 per set for use by the Paducah Fire Department for the 2015 and the 2016 Fiscal Year with a One-Year optional renewal if both parties agree.

Attachments:

Bids, Bid Tab, Advertisement and proposed Contract

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

CITY OF PADUCAH
PADUCAH FIRE DEPARTMENT

SELF-CONTAINED BREATHING APPARATUS (SCBA) EQUIPMENT

BID OPENING: Friday May 29, 2015 2:00

Official Bidder of Record

Total Bid

Bluegrass Uniforms

\$ 7,150 per unit

Orr Safety

\$ 7,000 per unit

ORDINANCE NO. 2015-6-_____

AN ORDINANCE ACCEPTING THE BIDS OF ORR SAFETY FOR SALE TO THE CITY OF SELF-CONTAINED BREATHING APPARATUS FOR USE BY THE PADUCAH FIRE DEPARTMENT FOR THE REMAINING PORTION OF 2015 AND FISCAL YEAR 2016 , WITH A ONE-YEAR CONTRACT OPTION TO RENEW 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 bids of Orr Safety at the unit price of \$7,000 per set, for self-contained breathing apparatus for use by the Paducah Fire Department, said bids being in substantial compliance with bid specifications, and as contained in the bids of Orr Safety of May 29, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Orr Safety Corporation for the purchase of self-contained breathing apparatus, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid. This contract shall be for the remaining portion of 2015 and fiscal year 2016, and contains a one-year contract option to renew. Further, the Mayor is hereby authorized to execute, subsequent to the recommendation of the City of Paducah Fire Chief, the option for an additional one-year renewal ending December 31, 2017 upon mutual agreement of both parties.

SECTION 3. These purchases shall be charged to Fire Hose – Rescue Equipment account.

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, June 9, 2015
Adopted by the Board of Commissioners, June 16, 2015
Recorded by Tammara S. Sanderson, City Clerk, June 16, 2015
Published by The Paducah Sun, _____
word\fire\breathing apparatus 6-2015

Agenda Action Form

Paducah City Commission

Meeting Date: June 9, 2015

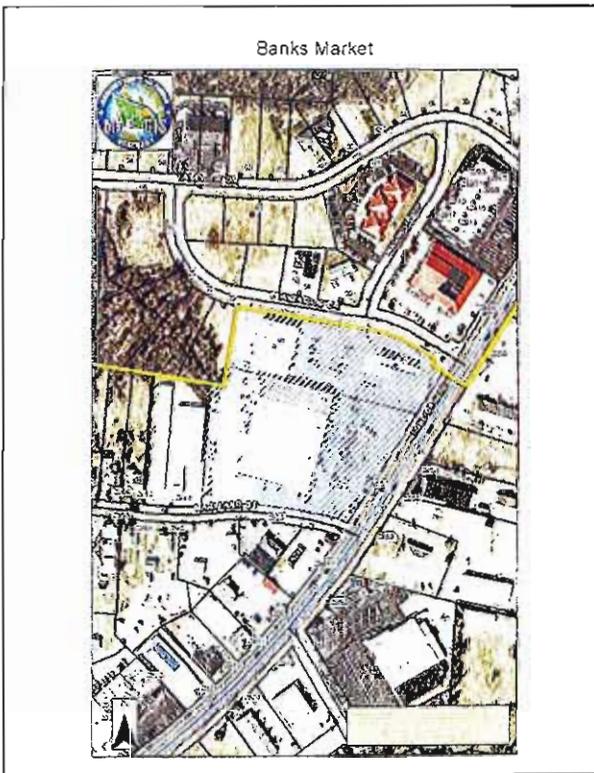
Short Title: Final annexation of property owned by Burton 4, LLC

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 81 & 91 Plantation Drive and 2855 Lone Oak Road into the City of Paducah. The Banks Market grocery store, gasoline pumps and a strip retail/medical center are located on these two parcels. Mr. Burton Washburn, attorney for and manager of Burton 4, LLC; requested annexation into the City via letter dated May 15, 2015. The City Commission adopted Ordinance #2015-5-8243, which expressed the City's intent to annex this property on May 26, 2015. The property was then referred to the Paducah Planning Commission to recommend a proper zone to the City Commission, which is for Highway Business District. This Ordinance will officially annex the two parcels, as shown on the enclosed plat.

Staff Recommendation:

Staff recommends approval to adopt the final annexation ordinance.

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

Finance

Motion:

Attachments:

Planning Commission Resolution
Zone Change Map

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

ORDINANCE NO. 2015-6-_____

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 adopted Ordinance No. 2015-5-8243 on May 26, 2015, declaring its intent to annex a tract of property containing 5.939 acres located at 2855 Lone Oak Road and 81 & 91 Plantation Drive; and

WHEREAS, the tracts of property are contiguous to the present city limits, is urban in character and is currently commercially developed; and

WHEREAS, and the owner 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:

CITY OF PADUCAH ANNEXATION LEGAL DESCRIPTION
FOR THE BURTON 4, LLC PROPERTY

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located west of U.S. Highway 45 (a.k.a. Lone Oak Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point located on U.S. Highway 45's east right-of-way line and being S05°45'52"E a distance of 51.27 ft. from the U.S. 45 and Plantation Drive intersection, said point also being 30.00 ft. at right angles from U.S. Highway 45's centerline and being the existing city limits of Paducah;

Thence with U.S. Highway 45's east right-of-way line S32°11'40"W a distance of 204.37 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S58°09'59"E a distance of 6.00 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S31°51'50"W a distance of 119.49 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S31°39'00"W a distance of 31.60 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line N33°21'00"W a distance of 6.00 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S32°05'44"W a distance of 6.91 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line and being a curve to the right, having a chord bearing of S32°23'28"W, a chord distance of 49.97 ft., an arc distance of 49.97 ft. and a radius of 2576.43 ft. to a point;

Thence crossing U.S. Highway 45 and with the north right-of-way line of Maryland Street N79°26'27"W a distance of 271.30 ft. to a point;

Thence continuing with Maryland Street's north right-of-way line and being a curve to the left, having a chord bearing of N85°45'00"W, a chord distance of 102.36 ft., an arc distance of 102.57 ft. and a radius of 465.74 ft. to a point;

Thence continuing with Maryland Street's north right-of-way line S87°56'27"W a distance of 81.89 ft. to a point, said point being the southwest corner of the Burton 4, LLC property (recorded in Deed Book 1253, Page 570);

Thence leaving Maryland Street's north right-of-way line and with the west line of the above said Burton 4, LLC property N04°04'30"E a distance of 303.17 ft. to a point, said point being in the existing city limits of Paducah ;

Thence continuing with the above said property's west property line and with the existing city limits of Paducah S80°26'22"E a distance of 30.81 ft. to a point;

Thence continuing with the above said property's west property line and with the existing city limits of Paducah N09°33'38"E a distance of 200.00 ft. to a point, said point being located in Plantation Drive's south right-of-way line;

Thence with Plantation Drive's south right-of-way line and with the existing city limits of Paducah S80°26'22"E a distance of 368.09 ft. to a point;

Thence continuing with Plantation Drive's south right-of-way line and with the existing city limits of Paducah, being a curve to the right, having a chord bearing of S69°18'10"E, a chord distance of 77.26 ft., an arc distance of 77.75 ft. and a radius of 200.00 ft. to a point;

Thence continuing with Plantation Drive's south right-of-way line and with the existing city limits of Paducah S58°09'57"E a distance of 81.02 ft. to a point, said point being located in U.S. Highway 45's west right-of-way line;

Thence with U.S. Highway 45's west right-of-way line and the existing city limits of Paducah S38°57'33"W a distance of 15.74 ft. to a point;

Thence leaving U.S. Highway 45's west right-of-way line, with the existing city limits of Paducah and crossing U.S. Highway 45 S58°09'57"E a distance of 106.28 ft. to the *Point of Beginning*;

The above described Tract contains 5.939 acres.

The above described tract is the entire Burton 4, LLC property (retorded in Deed Book 1253, Page 570) and a part of Commonwealth of Kentucky - U.S. Highway 45 right-of-way.

The above described Tract is not for Land Title Transfer but for annexation proposes only.

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, June 9, 2015

Adopted by the Board of Commissioners, June 16, 2015

Recorded by Tammara S. Sanderson, City Clerk, June 16, 2015

Published by The Paducah Sun, _____

\\ord\plan\annex - intent (Banks) 2855 Lone Oak Rd and 81 & 91 Plantation Dr

KRS 81A.470: Final Check before Submitting for Filing

- The type of annexation is stated in the ordinance: (1) consent of all property owners or (2) finalization of an intent ordinance that followed the statutory requirements of KRS 81A.
- All signatures & dates in the ordinance are affixed.
- The city clerk's certification is attached to the ordinance. (*An attestation of signature is not a certification.*)
- The surveyor's description & map (plat/drawing) are included in the packet.
- The plat includes annotated lines and/or a line table, annotated curves and/or a curve table. Survey calls in the description match the survey calls on the plat—call for call. (*An identified "point-of-beginning" or POB is requested. All survey calls & text on the plat must be eye-readable.*)
- The survey calls on the plat form a closed geometric figure.
- "Parcel A" or "Tract 1" in the ordinance is identified as "Parcel A" or "Tract 1" on the plat. Exclusions included in the description are annotated and depicted on the plat.
- The point(s) at which the annexation connects to the existing city boundary are identified on the plat. (*Use wording such as "Existing City or Corporate Boundary." A Vicinity Map assists in placement of the annexed parcel. Although not required by statute, surveyors are encouraged to provide "NAD 1983, Kentucky State Plane Single Zone, US Survey Feet, FIPS 1600" coordinates to assist the Division of Geographic Information as they place the boundary change on the Interactive Map.*)
- The surveyor's statement of resources used to describe & depict the tract is included on the plat.
- The surveyor's certification (on the description & the map/plat/depiction) is complete: surveyor's stamp, signature & date of signature. (*The certifications confirm both documents were prepared by a professional land surveyor as required by KRS 81A.470.*)
- Packets are prepared for filing with the county clerk & Secretary of State. (*Notify the PVA of the boundary change; file a map of the annexed area & list of residents with the county clerk pursuant to KRS 81A.475.*)

Agenda Action Form

Paducah City Commission

Meeting Date: June 9, 2015

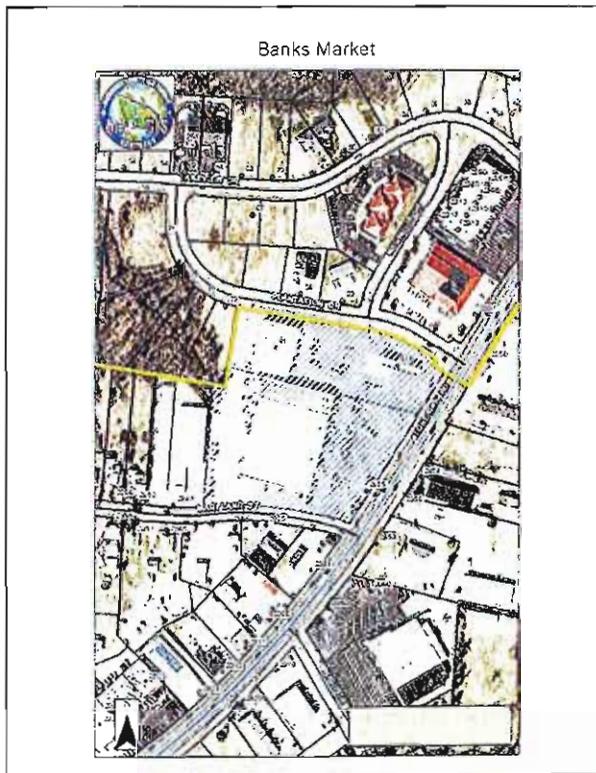
Short Title: Banks Market Area Zone Change

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:



Key Components:

The applicant, Burton 4 LLC, is requesting a zone change for 81 & 91 Plantation Drive and 2855 Lone Oak Road from R-1 (Low Density Residential Zone) to HBD (Highway Business District).

This site contains the Banks Market, gasoline station and a strip center. Retail, gasoline sales and medical offices are principally permitted in the HBD Zone, pursuant to Section 126-116 (1) of the Paducah Zoning Ordinance. The property to the north of these parcels are zoned HBD. Therefore, this would be a continuation of the Highway Business District.

Site Data:

Area: 5.939 acres

Public Utilities: Adequate water and sewer service available.

Public Services: Sanitation, police and fire service available.

Physical Characteristics: Grocery store, retail/medical strip center, gasoline station.

Development Plan:

This site is already developed with commercial buildings. It contains the Banks Market, gasoline station and retail/medical strip center.

Land Use Patterns:

The area around these parcels is urban in character. Lone Oak Road is the major arterial which carries traffic to various large residential subdivisions.

Adjacent Properties:

North: Across Plantation Drive are the Pain Management Center and two small offices.

East: Across Lone Oak Road are a cemetery and various commercial businesses.

South: Across Maryland Street is a music store and various businesses.

West: Storage units, vacant lots.

Zoning:

Highway Business District to the North. These parcels are surrounded by McCracken County on the East, South and West. The parcels are proposed to be rezoned to HBD as described in Section 126-116 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 re-zoned is in compliance with the Future Land Use Map. The Future Land Use Map shows the area to be zoned “Commercial”. A grocery store, gasoline station and retail/medical uses are principally permitted in the Highway Business District.

Staff Recommendation:

Staff recommends approval to the Paducah City Commission for the Highway Business District. The Planning Commission forwarded a recommendation to the City Commission for the HBD at their June 1, 2015 meeting.

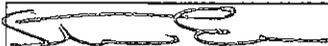
Funds Available: Account Name: N/A
 Account Number: N/A


Finance

Motion:

Attachments:

Planning Commission Resolution
Zone Change Map

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

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 81 & 91 PLANTATION DRIVE AND 2855 LONE OAK 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 June 1, 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 HBD (HIGHWAY BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 81 & 91 PLANTATION DRIVE AND 2855 LONE OAK 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 Highway Business District (HBD) :

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located west of U.S. Highway 45 (a.k.a. Lone Oak Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point located on U.S. Highway 45's east right-of-way line and being S05°45'52"E a distance of 51.27 ft. from the U.S. 45 and Plantation Drive intersection, said point also being 30.00 ft. at right angles from U.S. Highway 45's centerline and being the existing city limits of Paducah;

Thence with U.S. Highway 45's east right-of-way line S32°11'40"W a distance of 204.37 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S58°09'59"E a distance of 6.00 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S31°51'50"W a distance of 119.49 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S31°39'00"W a distance of 31.60 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line N58°21'00"W a distance of 6.00 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S32°05'44"W a distance of 6.91 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line and being a curve to the right, having a chord bearing of S32°23'28"W, a chord distance of 49.97 ft., an arc distance of 49.97 ft. and a radius of 2576.43 ft. to a point;

Thence crossing U.S. Highway 45 and with the north right-of-way line of Maryland Street N79°26'27"W a distance of 271.30 ft. to a point;

Thence continuing with Maryland Street's north right-of-way line and being a curve to the left, having a chord bearing of N85°45'00"W, a chord distance of 102.36 ft., an arc distance of 102.57 ft. and a radius of 465.74 ft. to a point;

Thence continuing with Maryland Street's north right-of-way line S87°56'27"W a distance of 81.89 ft. to a point, said point being the southwest corner of the Burton 4, LLC property (recorded in Deed Book 1253, Page 570);

Thence leaving Maryland Street's north right-of-way line and with the west line of the above said Burton 4, LLC property N04°04'30"E a distance of 303.17 ft. to a point, said point being in the existing city limits of Paducah ;

Thence continuing with the above said property's west property line and with the existing city limits of Paducah S80°26'22"E a distance of 30.81 ft. to a point;

Thence continuing with the above said property's west property line and with the existing city limits of Paducah N09°33'38"E a distance of 200.00 ft. to a point, said point being located in Plantation Drive's south right-of-way line;

Thence with Plantation Drive's south right-of-way line and with the existing city limits of Paducah S80°26'22"E a distance of 368.09 ft. to a point;

Thence continuing with Plantation Drive's south right-of-way line and with the existing city limits of Paducah, being a curve to the right, having a chord bearing of S69°18'10"E, a chord distance of 77.26 ft., an arc distance of 77.75 ft. and a radius of 200.00 ft. to a point;

Thence continuing with Plantation Drive's south right-of-way line and with the existing city limits of Paducah S58°09'57"E a distance of 81.02 ft. to a point, said point being located in U.S. Highway 45's west right-of-way line;

Thence with U.S. Highway 45's west right-of-way line and the existing city limits of Paducah S38°57'33"W a distance of 15.74 ft. to a point;

Thence leaving U.S. Highway 45's west right-of-way line, with the existing city limits of Paducah and crossing U.S. Highway 45 S58°09'57"E a distance of 106.28 ft. to the *Point of Beginning*;

The above described Tract contains 5.939 acres.

The above described tract is the entire Burton 4, LLC property (recorded in Deed Book 1253, Page 570) and a part of Commonwealth of Kentucky - U.S. Highway 45 right-of-way.

The above described Tract is not for Land Title Transfer but for annexation purposes only.

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, June 9, 2015
Adopted by the Board of Commissioners, June 16, 2015
Recorded by Tammara S. Sanderson, City Clerk, June 16, 2015
Published by the Paducah Sun, _____
\\ord\plan\zone\banks property-2855 lone oak rd and 81 & 91 plantation dr

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO HBD (HIGHWAY BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 81 & 91 PLANTATION DRIVE AND 2855 LONE OAK ROAD.

WHEREAS, a hearing on said proposed zoning was held on June 1, 2015 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, said Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, the existing zoning, R-1 (Low Density Residential), is inappropriate and HBD (Highway Business District) is appropriate, and

WHEREAS, Burton 4, LLC has petitioned the City of Paducah for annexation, and

WHEREAS, the Future Land Use Map of the City of Paducah reflects said parcel to be zoned commercial.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah the amendment of the Paducah Zoning Ordinance so as to change the zoning for the aforementioned area from R-1 (Low Density Residential Zone) to HBD (Highway Business District) and being more particularly described as follows:

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S. #3445 and being generally located west of U.S. Highway 45 (a.k.a. Lone Oak Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point located on U.S. Highway 45's east right-of-way line and being S05°45'52"E a distance of 51.27 ft. from the U.S. 45 and Plantation Drive intersection, said point also being 30.00 ft. at right angles from U.S. Highway 45's centerline and being the existing city limits of Paducah;

Thence with U.S. Highway 45's east right-of-way line S32°11'40"W a distance of 204.37 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S58°09'59"E a distance of 6.00 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S31°51'50"W a distance of 119.49 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S31°39'00"W a distance of 31.60 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line N58°21'00"W a distance of 6.00 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line S32°05'44"W a distance of 6.91 ft. to a point;

Thence continuing with U.S. Highway 45's east right-of-way line and being a curve to the right, having a chord bearing of S32°23'28"W, a chord distance of 49.97 ft., an arc distance of 49.97 ft. and a radius of 2576.43 ft. to a point;

Thence crossing U.S. Highway 45 and with the north right-of-way line of Maryland Street N79°26'27"W a distance of 271.30 ft. to a point;

Thence continuing with Maryland Street's north right-of-way line and being a curve to the left, having a chord bearing of N85°45'00"W, a chord distance of 102.36 ft., an arc distance of 102.57 ft. and a radius of 465.74 ft. to a point;

Thence continuing with Maryland Street's north right-of-way line S87°56'27"W a distance of 81.89 ft. to a point, said point being the southwest corner of the Burton 4, LLC property (recorded in Deed Book 1253, Page 570);

Thence leaving Maryland Street's north right-of-way line and with the west line of the above said Burton 4, LLC property N04°04'30"E a distance of 303.17 ft. to a point, said point being in the existing city limits of Paducah ;

Thence continuing with the above said property's west property line and with the existing city limits of Paducah S80°26'22"E a distance of 30.81 ft. to a point;

Thence continuing with the above said property's west property line and with the existing city limits of Paducah N09°33'38"E a distance of 200.00 ft. to a point, said point being located in Plantation Drive's south right-of-way line;

Thence with Plantation Drive's south right-of-way line and with the existing city limits of Paducah S80°26'22"E a distance of 368.09 ft. to a point;

Thence continuing with Plantation Drive's south right-of-way line and with the existing city limits of Paducah, being a curve to the right, having a chord bearing of S69°18'10"E, a chord distance of 77.26 ft., an arc distance of 77.75 ft. and a radius of 200.00 ft. to a point;

Thence continuing with Plantation Drive's south right-of-way line and with the existing city limits of Paducah S58°09'57"E a distance of 81.02 ft. to a point, said point being located in U.S. Highway 45's west right-of-way line;

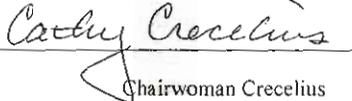
Thence with U.S. Highway 45's west right-of-way line and the existing city limits of Paducah S38°57'33"W a distance of 15.74 ft. to a point;

Thence leaving U.S. Highway 45's west right-of-way line, with the existing city limits of Paducah and crossing U.S. Highway 45 S58°09'57"E a distance of 106.28 ft. to the *Point of Beginning*;

The above described Tract contains 5.939 acres.

The above described tract is the entire Burton 4, LLC property (recorded in Deed Book 1253, Page 570) and a part of Commonwealth of Kentucky - U.S. Highway 45 right-of-way.

SECTION 2. That if any section, paragraph or provision of this Resolution 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 Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.


Chairwoman Crecelius

Adopted by the Paducah Planning Commission on June 1, 2015

150601-1

Agenda Action Form Paducah City Commission

Meeting Date: June 9, 2015

Short Title: Authorize an Agreement with HDR Engineering, Inc., for Engineering Services Required to Develop and Manage a Request for Proposals to Obtain a New Contract for a Solid Waste Transfer Station and Related Solid Waste Services

Ordinance Emergency Municipal Order Resolution Motion

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

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

Background Information:

In 1994, due to the closure of the City-County landfill, solid waste services were requested and an agreement was executed in 1995 with Commercial Waste Disposal, Inc., (now Republic Services of Kentucky, LLC), to provide disposal of municipal solid waste for the City of Paducah and to provide the collection and transportation of recyclable materials within McCracken County. The term of the Solid Waste Agreement was for ten years with two consecutive five year renewal terms which will expire on June 30, 2015.

At this time, in order to obtain a new Agreement with a solid waste company, HDR Engineering, Inc., has proposed to provide engineering services necessary to develop and manage a Request for Proposals (RFP) for Solid Waste Services in the amount not to exceed \$51,327.

The RFP will include the following solid waste services:

- Receipt of the collected municipal solid waste at an existing or proposed transfer station facility
- Provide a safe and acceptable drop-off area for recyclables generated within and accessible to all Paducah-McCracken County citizens
- Transportation of all waste and recyclables received and managed at the solid waste transfer station to the respective disposal facility or market.

After the RFPs are received, HDR will assist with the evaluations of the proposals, review the solid waste companies' qualifications, make a recommendation for award and assist with the development of the new Solid Waste Service contract.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: SW Services Other
Account Number: 050-2208-531-2307

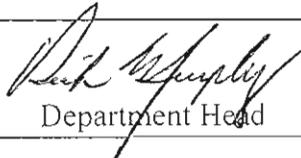
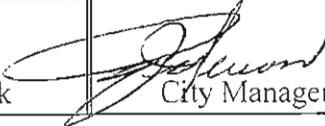
 6/5/2015
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute an Agreement with HDR Engineering, Inc., for engineering services required to develop and manage a Request for Proposals (RFP) to obtain a new Contract for a Solid Waste Transfer Station and Related Solid Waste Services to be utilized by the City of Paducah and McCracken County in the amount not to exceed \$51,327.

Attachments:

Proposed HDR Agreement

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

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A SHORT FORM AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES REQUIRED TO DEVELOP AND MANAGE A REQUEST FOR PROPOSALS TO OBTAIN A NEW CONTRACT FOR A SOLID WASTE TRANSFER STATION AND RELATED SOLID WASTE SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

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

SECTION 1. Recitals and Authorization. The City hereby approves the Short Form Agreement between the City of Paducah and HDR Engineering., Inc., for professional engineering services required to develop and manage a request for proposals to obtain a new contract for a solid waste transfer station and related solid waste services. Further, the Mayor of the City is hereby authorized to execute the Agreement.

SECTION 2. Compensation. The City shall compensate HDR Engineering, Inc., in an amount not to exceed \$51,327. Said compensation paid by the City shall be funded through account 050-2208-531-2307.

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

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

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

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 9, 2015
Adopted by the Board of Commissioners, June 16, 2015
Recorded by Tammara S. Sanderson, City Clerk, June 16, 2015
Published by *The Paducah Sun*, _____
\\ord\eng\agree-hdr engineering-transfer station & solid waste

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING,
INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 20___, between the City of Paducah, Kentucky (“CLIENT, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as Solid Waste transfer, Haul and Disposal RFP Development (“Project”);

WHEREAS, CLIENT desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF CLIENT

The CLIENT shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of
- lump sum. The amount of the lump sum is FIFTY-ONE THOUSAND THREE HUNDRED TWENTY SEVEN Dollars (\$51,327.00).

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

SECTION VI. SPECIAL PROVISIONS

None.

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

City of Paducah
"CLIENT"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT A

SCOPE OF SERVICES

**EXHIBIT A
SCOPE OF SERVICES
FOR THE
PADUCAH, KY
SOLID WASTE TRANSFER, HAUL AND DISPOSAL OPERATIONS
REQUEST FOR PROPOSALS DEVELOPMENT
AND
PROCUREMENT MANAGEMENT**

Prepared by
HDR Engineering, Inc.

PROJECT OBJECTIVE

The purpose of this scope of work is to describe the objectives, activities, deliverables, key assumptions, and approach that HDR will utilize to develop and manage a request for proposals (RFP) for the City of Paducah and McCracken County, KY (Client) to use in soliciting proposals from companies that are interested in providing the following services:

1. Receipt of Paducah-McCracken County collected solid waste at an existing or proposed transfer station facility.
2. Haul and disposal of all received waste at the facility.
3. Providing a safe and acceptable drop-off area for recyclables generated within, and accessible to all Paducah-McCracken County residents.
4. All processing, marketing and sale of all received recyclables.

MSW TRANSFER, HAUL AND DISPOSAL RFP

Task 100 – RFP Development

The purpose of this task is for HDR to develop a request for proposal (RFP) to assist the Client in soliciting proposals from companies that are interested in providing all of the following services:

- Receipt of all Client's collected solid waste at an existing or proposed transfer station facility;
- Providing a safe and acceptable drop-off area for recyclables generated within, and accessible to all Paducah-McCracken County residents; and
- Transportation of all waste and recyclables received and managed at the facility(ies) to their respective disposal facility or markets.

Services Provided by HDR:

1. Initiate and participate in one (1) project kick-off meeting with the appropriate local authorities to discuss the project communication, roles, goals and objectives, operational details, and the basis for request for proposal development. Discussion to include the

- RFP outline, draft schedule and any specific requirements the Client would like to incorporate in the RFP.
2. Prepare a draft outline of the RFP document and submit to Client for review. Provisions will be made to include background information, historical tonnages managed by category, instructions to proposers, description of required proposal format and content, evaluation criteria, and review schedule.
 3. Develop a description of requested services, submittal requirements, and pricing structure.
 4. Determine minimum qualifications and experience requirements for RFP respondents.
 5. Develop evaluation criteria outlining metrics for proposal review.
 6. Prepare a detailed RFP document incorporating information developed above and any additional performance requirements requested by the Client.
 7. Submit draft RFP document to Client for review. Organize and conduct meeting with City staff in review of draft RFP.
 8. Resolve Client comments and issue final RFP document.
 9. Provide support to the Client in responding to questions received during the solicitation and prepare addenda as required.

Deliverables:

1. Draft outline of RFP document.
2. Draft copy of RFP.
3. Final RFP document.
4. Addenda documentation as required.

Clarifications/Key Understandings:

1. Client to provide all available and required background information.
2. Client to provide requirements of RFP format and information to be incorporated.
3. Services will be solicited through the issuance of a single RFP.
4. Client to prepare and coordinate solicitation notice, consistent with City procedures, and issue the RFP to prospective proposers.

Anticipated Meetings:

Meetings or conference calls will be attended at the following milestones:

- Kick-off meeting (Conference call)
- Conference call to review draft RFP outline,
- Meeting to review draft RFP (PM will attend in person), and
- Conference call for final review before publication of RFP.

Task 200 – Contract Preparation and Review

The Client's attorney will prepare the contract document based on the established contract terms and conditions. HDR will secure the services of an experienced attorney/firm for the review of the Client-prepared contract document.

Services Provided:

1. Develop draft term sheet with proposed terms and conditions specific to the requested services and submit to Client for review.
2. Coordinate and participate in conference call with Client for discussion and resolution of Client comments.
3. Finalize and issue final contract term sheet for inclusion into RFP.

Deliverables:

1. Draft proposed terms and conditions for Client review.
2. Revise draft term sheet based on Client comments.
3. Final term sheet for RFP.
4. HDR's contracted attorney review of final contract prepared by Client's attorney.

Clarifications/Key Understandings:

1. Client to provide requirements of contract and any specific information that needs to be incorporated into term sheet.
2. Term sheet will be written for issuance of a single RFP.
3. HDR contracted attorney will provide review of Client's attorney drafted agreement, and make suggestions regarding areas of improvement. Attorney's review is not intended to provide context verbiage for direct incorporation into contract.

Anticipated Meetings:

Meetings or conference calls will be attended at the following milestones:

- Conference call to discuss requirements of contract and incorporation of specific information.
- Conference call for clarification/discussion of HDR's contracted attorney's review of contract.

Task 300 – Proposal Evaluation and Recommendation

This task addresses technical and financial review of proposals, and providing recommendations for contract award.

Services Provided by HDR:

1. Perform a completeness review of proposals received based on RFP requirements, and relate findings to Client staff.
2. Make recommendation to Client regarding firms, if any, that HDR believes are non-responsive or otherwise should not be considered further.
3. Review contractor's experience, project approach, and proposed pricing structure.
4. Review project references offered by the contractor.
5. Review the technical feasibility of the proposed operational strategies, including contractors experience on similar service contracts.

6. Conduct online meeting to discuss results of preliminary evaluation with Client.
7. Provide recommendation of award to Client with supporting documentation.

Deliverables:

1. Draft preliminary evaluation summary.
2. Recommendation for award.

Clarifications:

1. HDR's base proposal does not include coordination or participation in contractor interviews. This effort is considered to be an additional service, for which a proposal will be provided to Client on determination of need and level of involvement defined.
2. Extensive reviews of multiple alternative offerings may result in a request for adjustment to scope and fee.
3. HDR's base proposal does not include any review of the submitted proposals by HDR's contracted attorney.

Anticipated Meetings:

1. Conference call with Client to review preliminary findings and draft summary.
2. Conference call with Client to review recommendation for award.

BUDGET

Following is a summary of the budgeted fees for the proposed work.

Task 100 – RFP Development.....	\$25,568
Task 200 – Contract Preparation and Review.....	\$13,768
Task 300 – Proposal Evaluation and Recommendation	\$11,991
TOTAL BUDGET.....	\$51,327

Notes:

1. Budgets presented above include estimated travel and direct expenses, as defined in scope.
2. HDR's contracted attorney's cost is based on 20 hours for review of contract and discussion of comments with Client, which is included in Task 200 pricing.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT. ENGINEER agrees to indemnify CLIENT for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT agrees to include ENGINEER as an indemnified party in CLIENT's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT. Further, CLIENT agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any

CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains CLIENTSHIP of all such documents. CLIENT may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, and CLIENT will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

9. TERMINATION OF AGREEMENT

CLIENT or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and CLIENT will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

CLIENT represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not

and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

CLIENT AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.



June 2, 2015

Mr. Chris Yarber
Operations Manager
City of Paducah
300 South 5th Street
Paducah, Kentucky 42002-2267

**SUBJECT: Collection and Transfer Operations
Revised Proposal for Request for Proposals (RFP) Development**

Dear Mr. Yarber,

Please find our revised proposal attached for development of the request for proposals for solid waste transfer, haul and disposal operations. Based on our discussion yesterday, we have modified the scope of services to limit our contracted attorney's effort to providing a review of the drafted contract agreement by the City's attorney. As with our original proposal, this effort will be performed by Hawkins, Delafield & Wood, LLP, as a subcontractor to HDR, in conjunction with this proposal.

I have also attached our standard short form agreement and contract terms and conditions for execution.

Should you have any questions related to this proposal, please feel free to contact me.

Sincerely,
HDR Engineering, Inc.

Robert J. Rella, PE, ENV SP
Senior Vice President

cc: S. Washer
K. De Lange
K. Mosteller
J. Readling



Robert J. Rella, PE, ENV SP

Mr. Rella is a Civil Engineer experienced in all aspects of planning, engineering, design, and construction of power generating at commercial, industrial, and public facilities. His experience includes project management, project feasibility studies, Engineer-of-Record evaluations, project financing, site evaluations and testing, engineering analysis and design, contract negotiations, proposal evaluations, value engineering, and quality control.

EDUCATION

Master of Science, Civil Engineering (Geotechnical/Civil Engineering), Manhattan College, 1987

Bachelor of Science, Civil Engineering, Manhattan College, 1979

REGISTRATIONS

ISI Envision Sustainability Professional, United States National Registration

Professional Engineer - Florida, Georgia, Indiana, Maryland, New Jersey, New York, North Carolina, Pennsylvania, South Carolina

PROFESSIONAL MEMBERSHIPS

Solid Waste Association of North America (SWANA), Member

INDUSTRY TENURE

35 years

HDR TENURE

25 years

OFFICE LOCATION

Charlotte, NC

Mr. Rella has over 25 years of experience in the solid waste industry, and has been involved in the planning, permitting, design, construction and monitoring of waste-to-energy facilities, landfills, transfer stations, materials recovery facilities, drop-off and convenience centers and composting facilities.

Mr. Rella also serves as HDR's National Practice Leader for Solid Waste Facilities. In this role, he provides technical oversight and support on solid waste and facilities projects performed by HDR offices nationally. His involvement includes establishment of project teams, technical review, quality control, production, client coordination and project execution.

RELEVANT EXPERIENCE

Spokane County, WA - Solid Waste Transfer/Disposal Alternatives Study. Project Manager for the evaluation of the existing transfer system operated by the City of Spokane, and the available regional transfer and disposal options available to the County when the interlocal agreements and contracts expire. This study included the development of cost center models and financial proformas to calculate annualized costs for comparison of all options. Currently assisting the County with the solicitation of proposals and selection of contractor for operation of transfer stations sold to the County by the City.

Seattle Public Utilities, Seattle, WA - North Recycling & Disposal Station Feasibility and Conceptual Design. QA/QC. HDR serves in a support services consulting role for Seattle Public Utilities (SPU) in developing conceptual design of a new transfer station to replace the existing North Recycling and Disposal Station. The project has involved extensive community outreach, technical evaluations, alternatives evaluation, conceptual design, design and construction bid document development, and cost estimating.

City of Greensboro, Greensboro, NC. Project Director. Assisted HDR's Project Manager in the development and implementation of the City's overall solid waste management plan, including the development and design of a new 900 tpd (24,000 SF) municipal solid waste transfer station. This effort included planning, permitting, design, construction monitoring, financial analysis, request for proposal development, proposal evaluation and feasibility evaluations associated with solid waste collection and disposal.

City of High Point, Materials Recovery Facility Process Study, High Point, NC. Project Manager. Performed a process study of the Material Recovery Facility (MRF) and made recommendations for upgrading the facility (equipment, conveyors, balers, etc.) or other processing options. Project activities involve evaluating current practices, recommending various options of modernizing/upgrading, determining possible capital costs, processing rates, and potential operational costs savings. Led design of selected processing option and prepared request for proposal documents, and performed proposal evaluation for recommendation for award.

Dutchess County Resource Recovery Facility, Poughkeepsie, NY. Project Manager. Managed the modifications to the resource recovery facility (RRF). Plant modifications included bottom ash and fly ash system modifications, expansion of existing administration building, development and evaluation of materials recovery facility (MRF), design and construction monitoring of MRF building repairs and equipment installation, monitoring RRF facility performance, and miscellaneous tasks to support the Agency's facilities and operation. Construction activities included the preparation of contract documents, solicitation of proposals and bids for equipment and services, and evaluation of proposals received for award.

New York City Department of Sanitation (NYCDS), New York, NY. Design Leader. Design Leader for design and construction of a 16-tpd food waste composting facility. Responsibilities included coordinating all interdisciplinary activities, permitting, client interface, and overall management for the production of technical specifications and construction drawings. Also served as the Design Leader for a 2,400-tpd transfer station facility constructed at the Fresh Kills Landfill. The facility included an intermodal rail haul facility and associated ancillary structures. Responsibilities included coordination of interdisciplinary activities, client interface and management for the production of related technical specifications and construction drawings.

MacArthur Resource Recovery Facility, Islip Resource Recovery Agency, Islip, NY. Project Manager. Led a project team responsible for developing major waste-to-energy facility modifications and enhancements, monitoring facility performance, and conducting miscellaneous tasks to support the Agency's facilities and operation. The modifications included redesign and replacement of the superheater; design and construction of the waste transfer system; addition of a two-cell air-cooled condenser; development of specifications and installation of continuous emissions monitoring system; and design and construction of the ash handling and processing system. Construction activities included the preparation of contract documents, solicitation of proposals and bids for equipment and services, and evaluation of proposals received for award.

Lee County, Materials Recovery Facility Expansion and Single-Stream Conversion, Lee County, FL. Design Lead. Lee County had interest in expanding its dual-stream Recovered Material Processing Facility (MRF) to accept single stream recyclable materials. HDR was selected to perform design, permitting and construction observation and reporting. HDR assisted the County in selecting the process equipment to receive, process, and separate single-stream, commingled recyclable materials into dual streams (fiber and containers) for further processing in existing sorting and baling lines.

Central Transfer Station, DeKalb County, GA. Project Director. Assisted HDR's Project Manager in the development and implementation of 1,700 ton per day (tpd) Central Transfer Station and administrative services complex. This effort includes the

design of a new 40,000 square foot transfer station facility and adjacent 21,000 square foot administration/office building. The facility became operational in December 2009, and received the 2010 SWANA Transfer Station Gold Award of Excellence in 2010. The Central Transfer Station has also been LEED certified.

New Hanover County, NC – WASTEC Facility Evaluation. Project Manager for inspection and assessment of the existing condition of the waste-to-energy facility, and identify major repair and renovation requirements to restore the facility to its operating capacity and 90% availability. Within three days, HDR had mobilized a team of engineers to perform a condition assessment of the existing waste-to-energy plant and identify the refurbishment requirements to restore the operating capacity and increase the plant operational availability. HDR presented a briefing to the County Commissioners at a scheduled workshop.

Northwest Transfer Station, Orange County, FL. Project Engineer. HDR was selected by Orange County for the site selection, permitting, engineering, and design of the proposed transfer station facility. Efforts included the development of screening criteria, researching property availability, application of screening criteria, site selection recommendation, population data review, waste generation rate, and material quantity analysis. In addition, HDR performed an assessment of the existing transfer stations, and development concepts for expansion and upgrade. This effort included the development of opinions of cost for construction.

NON-HDR EXPERIENCE

Chemplant Designs, Inc. Design Engineer for film producing plants in the U.S., Northern Ireland and Germany for the E.I. DuPont de Nemours and Co. Responsibilities included the structural design of foundations and building systems for warehouses, offices and processing facility structures, which included heavy equipment support.

New York Power Authority. Staff Engineer. Provided technical support for modifications, expansion, and maintenance of fossil, nuclear, hydroelectric, and transmission facilities within New York Power Authority system. Hydroelectric facilities included Niagara power project, 2,400 MW; St. Lawrence power project, 800 MW; Gregory B. Jarvis (Hinckley) project, 9 MW; Blenheim-Gilboa pumped storage project, 1,000 MW; Crescent project, 4 MW; and Vischer's Ferry project, 4 MW. Nuclear projects included Indian Point, Unit No. 3, 965 MW; and James A. Fitzpatrick plant, 800 MW. Fossil project included Poletti power project, Astoria Unit No. 6, 825 MW. This effort included the development of procurement documents for the solicitation of proposals and bids for construction. In addition, served on various technical review teams for evaluation of consultant proposals for engineering services.