



**CITY COMMISSION MEETING**  
**AGENDA FOR OCTOBER 20, 2015**  
**5:30 P.M.**  
**CITY HALL COMMISSION CHAMBERS**  
**300 SOUTH FIFTH STREET**

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE – Jordan Baker, Clark Elementary 5<sup>th</sup> grader

ADDITIONS/DELETIONS

	I.	<u>MINUTES</u>
	II.	<u>APPOINTMENT</u>
		A. Paducah-McCracken County Riverport Authority
	III.	<u>MOTIONS</u>
		A. R & F Documents
		B. Void Adoption of Ordinance Amending Regulations for Homeless Shelters
	IV.	<u>MUNICIPAL ORDER</u>
		A. Authorize Extension Under Hotel Development Agreement between City of Paducah and Paducah Riverfront Hotel – <b>CITY MGR</b>
	V.	<u>ORDINANCES – ADOPTION</u>
		A. Approve Substitution of Capital Projects for Macco 2013B GOB Proceeds – <b>J. PERKINS</b>
		B. Accept Proposal for Two Architectural/Design Service Options for Renovation & Rehabilitation of the Existing City Hall and Design Services for a New City Hall – <b>S. ERVIN</b>
		C. Approve Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield– <b>S. DOOLITTLE</b>
		D. Approve Anthem Blue Cross Blue Shield Administrative Services Agreement – <b>S. DOOLITTLE</b>
		E. Approve Strategic Health Risk Advisor and Strategic Benefit Placement Services Contract Renewal with Peel & Holland – <b>S. DOOLITTLE</b>
		F. Approve Contract with MAC Construction & Excavating, Inc., for Construction of the Riverfront Redevelopment Project Phase 1-B – <b>R. MURPHY</b>

	<b>VI.</b>	<b><u>ORDINANCES – INTRODUCTION</u></b>
		<b>A. Purchase of Vehicles: -- R. MURPHY</b>
		i. 3--Compact SUV's
		ii. 1-- Trench Trailer
		iii. 1--4X4 SSV ½ Ton Pick Up
		iv. 2--4X4 ½ Ton Pick Ups
		<b>B. Purchase Professional Services for ERP Contract Negotiations and Development of Statement of Work – G. MUELLER</b>
	<b>VII.</b>	<b><u>CITY MANAGER REPORT</u></b>
	<b>VIII.</b>	<b><u>MAYOR &amp; COMMISSIONER COMMENTS</u></b>
	<b>IX.</b>	<b><u>PUBLIC COMMENTS</u></b>
	<b>X.</b>	<b><u>EXECUTIVE SESSION</u></b>

OCTOBER 20, 2015

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

**DOCUMENTS**

1. Bond Rider for A&K Construction, Inc.
2. Interlocal Agreement with McCracken County regarding a Kentucky Division of Waste Management Hazardous Household Waste Grant Award (ORD # 2015-06-8251)
3. Agreement Articles and Award Letter for a 2015 Port Security Grant from the US Department of Homeland Security (ORD # 2015- 10-8308)
4. Decision of State Local Debt Officer for the City of Paducah KRS Chapter 103.210 Industrial Revenue Bonds series 2015 for Paducah Riverfront Hotel, LP (ORD # 2015-08-8283)
5. Paducah Water Works Financial Statements for Years Ended June 30, 2015 and 2014

**BIDS FOR ENGINEERING-PUBLIC WORKS DEPARTMENT**

**One Trench Trailer**

1. Midway Trailer, Inc. \*

**Three Compact SUVs**

1. Linwood Motors \*

**Two ½ Ton Pickup 4x4 Trucks**

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

**One ½ Ton 4x4 Ram SSV Pick-up Truck for the Fire Department**

1. Linwood Motors\*
2. Paducah Ford

OCTOBER 20, 2015

I hereby move that the adoption of Ordinance No. 2015 -10-8311, entitled, "An Ordinance Amending Chapter 126-72, "Homeless Shelters" of the Code of Ordinances of the City of Paducah, Kentucky," not be published as said ordinance is void pursuant to KRS 100.211. I further move that a draft of the proposed text amendment to Chapter 126-72, "Homes Shelters," be referred to the Paducah Planning Commission before the proposed amendment is presented again to the City Commission for adoption.

\motions\motion-void 126-72 homeless shelter weapon regulation

# Agenda Action Form

## Paducah City Commission

Meeting Date: October 20, 2015

**Short Title: Extension Under Hotel Development Agreement Between City of Paducah and Paducah Riverfront Hotel**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Lisa Emmons  
Presentation By: Jeff Pederson

### Background Information:

The City of Paducah and Paducah Riverfront Hotel LP entered into an agreement on June 29, 2015, wherein the City agreed to lease 600 North 4<sup>th</sup> Street, Paducah Kentucky, to Paducah Riverfront Hotel LP. That agreement contained a provision that the Developer of the hotel would operate and manage the Julian Carroll and Paducah Expo Convention Center.

Negotiations between the Developer and the Paducah-McCracken County Convention Center continue regarding the operation and management of said facilities, and the City now desires to grant an extension to the time period (described in Section 4.h and Section 6.c) to allow both parties sufficient time to negotiate and execute management and/or operational agreements and eliminating this commitment as a condition subsequent to the City's commitment to lease the property to the Developer.

**Staff Recommendation:** Execute an Extension under the Hotel Development Agreement wherein the time to negotiate and execute a management and/or operational agreement with PMCCC is extended and further eliminating the section requiring that said management and/or operation agreement shall be executed prior to the lease from the City of Paducah to Paducah Riverfront Hotel LP.

**Attachments:** Extension and Municipal Order

Department Head	City Clerk	 City Manager
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## MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AN EXTENSION UNDER THE HOTEL DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH RIVERFRONT HOTEL LP, WITH RESPECT TO A PUBLIC PROJECT; AUTHORIZING THE EXECUTION OF THE AGREEMENT

**WHEREAS**, on June 29, 2015, the City and Paducah Riverfront Hotel LP (the “Developer”) entered into a Hotel Development Agreement (the “Development Agreement”), whereby the City and the Developer agreed that the City would lease 600 North 4<sup>th</sup> Street, Paducah, McCracken County, Kentucky (the “Premises”) to the Developer in exchange for the Developers agreement to construct, develop and operate an upscale hotel on the Premises (the “Project”); and

**WHEREAS**, the City desires to grant an extension to the time period described in Section 4. h. and Section 6. c. of the Development in order to provide the Developer and the Paducah-McCracken County Convention Center (the “PMCCC”) sufficient time to negotiate and execute definitive management and/or operational agreements for the Convention Center and eliminating this commitment of Developer as a Condition Subsequent to the City’s commitment to lease the Property to the Developer for the Project.

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

Section 1. Recitals and Authorization. The City hereby approves the Extension Amendment to Hotel Development Agreement (this “Agreement”) among the City and the Developer in substantially the form attached hereto as Exhibit A and made part hereof. It is further determined that it is necessary and desirable and in the best interest of the City to enter into the Agreement for the purposes therein specified, and the execution and delivery of the Agreement is hereby authorized and approved. The City Manager is hereby authorized to execute the Agreement with such changes not inconsistent with this Order and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the Agreement.

Section 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Order were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its

committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Order are, to the extent of such conflict, hereby repealed and the provisions of this Order shall prevail and be given effect.

Section 5. Effective Date. This 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:

\_\_\_\_\_  
City Clerk

Adopted by the Board of Commissioners, October 20, 2015

Recorded by City Clerk, October 20, 2015

\mo\agree-extension—hotel development

**EXHIBIT A**

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

See attachment.

## AN EXTENSION UNDER THE HOTEL DEVELOPMENT AGREEMENT

THIS EXTENSION UNDER THE HOTEL DEVELOPMENT AGREEMENT made and entered into on this \_\_\_\_ day of October, 2015 (the "Effective Date") by and between PADUCAH RIVERFRONT HOTEL LP, a Kentucky ULPA Limited Partnership, by and through its General Partner, Paducah Hotel Inc., a Kentucky corporation, having an address of 1401 Spring Bank Drive, Building A, Suite 8, Owensboro, KY 42303, (hereinafter referred to as the "**Developer**"); CITY OF PADUCAH, a Kentucky home class city having an address of 300 South 5<sup>th</sup> Street, PO Box 2267, Paducah, KY 42002-2267 (hereinafter referred to as the "**City**").

## WITNESSETH:

WHEREAS, on June 29, 2015, the City and the Developer, entered into a Hotel Development Agreement (the "Development Agreement") regarding the Developer's development and construction of an upscale brand hotel franchised by a major hotel chain and the further use, occupancy, operation, management by the Developer of the hotel and the publically owned convention center, generally known as the Julian Carroll and Paducah Expo Convention Center (the "Convention Center") (the "Project"); and

WHEREAS, the City desires to grant an extension to the time period described in Section 4. h. and Section 6. c. of the Development in order to provide the Developer and the Paducah-McCracken County Convention Center (the "PMCCC") sufficient time to negotiate and execute definitive management and/or operational agreements for the Convention Center and eliminating this commitment of Developer as a Condition Subsequent to the City's commitment to lease the Property to the Developer for the Project.

NOW THEREFORE, for and in consideration of \$1.00 cash in hand paid, the receipt and sufficiency is hereby acknowledged by all parties, and the mutual covenants and conditions contained herein the parties agree as follows:

1. Extensions under the Development Agreement.

a. Section 4. Subparagraph h., of the Development agreement is hereby revoked and stricken in its entirety and shall read as follows:

4. h. Negotiate and execute definitive management and/or operational agreements with PMCCC to operate the Convention Center on or before the 15th, day of December, 2015.

b. Section 6. Subparagraph c., "Conditions Subsequent," is hereby revoked and stricken in its entirety.

2. Reaffirmation of the Development Agreement. Except for the extension and

modifications set forth herein, all other terms and provisions of the Development Agreement entered into between the parties are expressly acknowledged, reaffirmed, and ratified by all parties hereto. All parties hereby agree to perform in strict accordance with the terms and provisions as set forth under the Development Agreement.

4. Miscellaneous Provisions. This Agreement shall be fully binding upon the parties hereto and their heirs, successors, and assigns as of the Effective Date.

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed on the day and year first above written.

DEVELOPER:

PADUCAH RIVERFRONT HOTEL LP,

By: Paducah Hotel Inc., a Kentucky corporation,  
Its General Partner

By: \_\_\_\_\_

GLENN D. HIGDON

Title: \_\_\_\_\_

GUARANTOR:

\_\_\_\_\_  
GLENN D. HIGDON

CITY:

CITY OF PADUCAH, KENTUCKY

By: \_\_\_\_\_

Title: \_\_\_\_\_

# Agenda Action Form Paducah City Commission

Meeting Date: 10-13-2015

Short Title: **Substitution of capital projects for certain projects authorized to be financed with GOB 2013B proceeds**

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By: Jeff Pederson, Jonathan Perkins

Presentation By: Jonathan Perkins

**Background Information:** In September 2013, the City of Paducah issued General Obligation Bonds (GOB) 2013B for use of a portion of the proceeds to pay the costs of the construction of improvements to an industrial/distribution facility located within the City to be leased to a Kentucky subsidiary of Macco Organiques Incorporated, a Canadian corporation, for purposes of economic development within the City of Paducah.

Developments subsequent to the issuance of the 2013B GOBs required that the City use the proceeds of such GOB for other capital projects and/or economic development projects as set forth from time to time on the City's CIP plan or other ordinances and as may be further directed by the City Commission or City Manager.

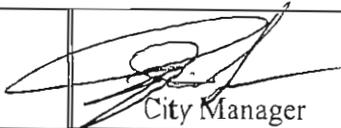
Goal:  Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

Funds Available:   Account Name:   Macco GOB 2013B  
Account Number:   CIP Fund

  
9/22/2015  
Finance

Staff Recommendation: That this proposed ordinance is passed.

Attachments:

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

Meeting Date: 10/13/2015

Short Title: Ordinance authorizing the Mayor to execute a contract with Ratio Architects, Inc. for two (2) architectural/ design service options (Renovation and rehabilitation of the existing City Hall and design services for a New City Hall).

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jeff Pederson, Rick Murphy, Steve Doolittle, Steve Ervin,  
Presentation By: Jeff Pederson, Rick Murphy, Steve Doolittle, Steve Ervin,

### Background Information:

The City of Paducah published a Request for Qualifications for Architectural Services for design of a City Hall. The Public Notice was published in the Paducah Sun on May 10<sup>th</sup>, 2015.

Four qualified proposals were received by May 26<sup>th</sup>, 2015.

RATIO Architects, Inc.  
Brandstetter & Carroll, Inc.  
Murphy Graves & Trimble, Inc  
RBS Design Group, Architecture

The City Hall Advisory Committee interviewed all four architectural firms on July 20<sup>th</sup> & 21<sup>st</sup> and made the following recommendation:

The City Hall Advisory Committee recommends that the City of Paducah procure the professional services of RATIO Architects, Inc. to provide design and architectural services to the City of Paducah for an amount not to exceed \$1,622,000. The not to exceed amount represents the base-line approach of renovation and rehabilitation of the existing City Hall. Lesser Architectural service fees may become evident with an option of all new building approach.

RATIO will partner with Peck Flannery Gream Warren, Bacon Farmer Workman and Marcum Engineering for Architectural & Engineering Services.

Attached please find the RATIO Letter of Proposal that outlines all architectural and design services.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available:

AXI 9/18/15  
Finance

Account Name: *These costs will be capitalized in a*  
Account Number: *future bond issue*  
Project Number:

Staff Recommendation:

Staff recommends that the Commission adopt an ordinance authorizing the Mayor to execute a contract between the City of Paducah and RATIO Architects, Inc. for two (2) architectural/design service options (Renovation and rehabilitation of the existing City Hall and design services for a New City Hall

Attachments:

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

Meeting Date: October 13, 2015

Short Title: Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Missi Dotson, Steve Doolittle, Greg Carlton  
Presentation By: Steve Doolittle

### Background Information:

Greg Carlton of Peel and Holland made a presentation on October 8, 2015 recommending that the city continue with Anthem Blue Cross Blue Shield for the 2016 plan year, effective January 1, 2016 as the City's Third Party Administrator (TPA) to provide claims administrative services related to the City's health insurance plan. Remaining with Anthem offers the best overall option for quality of plans, administrative services and competitive rates and factors. A summary of Anthem's administrative fees, rates and factors is attached. In addition, since January 1, 2011 the City of Paducah has purchased stop loss insurance with Anthem Blue Cross Blue Shield to protect the City's health insurance plan in the event of a catastrophic claim(s). It is recommended, for the 2016 plan year beginning on January 1, 2016, the Commission adopt an agreement with Anthem Blue Cross Blue Shield to purchase stop loss insurance which is set at a \$175,000 maximum city liability per person (individual stop loss), Anthem assumes liability for all claims in excess of this amount, and \$2,738,364.60 maximum city liability of total claims combined (aggregate stop loss limit), Anthem assumes liability for all claims in excess of the aggregate total up to \$1,000,000. Premium rates are \$111.58 per member per month\* for individual stop loss insurance and \$6.48 per member per month\*\* for aggregate stop loss insurance.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Health Insurance Administrative  
Account Number: 073-0208-542.20-01

10/1/2015  
Finance

Staff Recommendation: Authorize the Mayor to execute ASO agreement with Anthem Blue Cross Blue Shield for administrative services and stop loss insurance. \* - \$378,925 \*\* - 922,006

Attachments: ASO

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

Meeting Date: October 13, 2015

Short Title: Anthem Blue Cross Blue Shield Administrative Services

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Missi Dotson, Steve Doolittle, Greg Carlton  
Presentation By: Steve Doolittle

## Background Information:

Greg Carlton of Peel & Holland presented an overview to the City's Insurance Committee on October 8, 2015 outlining the City's current health plan costs and 2016 predictions. Greg Carlton and City staff recommends that the Mayor and Commissioners execute an agreement between the City of Paducah and Anthem Blue Cross Blue Shield effective January 1, 2016 to continue as the City's Third Party Administrator (TPA) to provide claims administrative services related to the City's health insurance plan. Remaining with Anthem offers the best overall option for quality of plans, administrative services, and competitive rates and factors. This agreement reflects the City's action to keep the City's health insurance plan TPA as Anthem Blue Cross Blue Shield effective January 1, 2016. A summary of Anthem's administrative fees, rates and factors is attached. Administrative rate paid to Anthem is \$42.19 per member, per month.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Health Insurance Fund  
Account Number: 073-0208-542.20-01

10/1/2015  
Finance

Staff Recommendation: Authorize the Mayor to execute an agreement between the City of Paducah and Anthem Blue Cross Blue Shield to provide administrative services related to the City's health insurance plan effective for the plan year beginning January 1, 2016.

\* - \$143,277.

Attachments: Anthem Blue Cross Blue Shield Administrative Services Proposal.

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

Meeting Date: October 13, 2015

Short Title: Strategic Health Risk Advisor and Strategic Benefit Placement Services  
Renewal with Peel and Holland.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Missi Dotson, Steve Doolittle  
Presentation By: Steve Doolittle

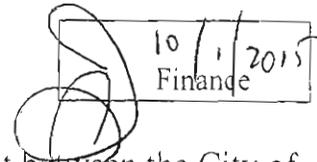
### Background Information:

The City has utilized the Health Risk Advisor services of Greg Carlton through Peel & Holland since July 1999 pertaining to issues regarding the administration, renewal, claim resolution, cost containment and bidding process of the City's health insurance plan. During this time the City has received exceptional service from Mr. Carlton. The City will pay Peel and Holland \$76,900 for the 2016 years' service. This fee is payable in four equal installments of \$19,225 to be billed quarterly. The total includes a \$70,000 advisor fee, which shows an increase for the first time in four years, and includes the use of data analytics via Acclaim Health Analytics and NavMD Design 180 with customized reporting and care management integration, that provides data analytics that are critical to the success of the Edumedics layer of Health Coaching that was added in 2014. In addition, there is use of Compliance Dashboard which is needed to stay in line with the changing laws related to ACA and other employer reporting of health information.

There will be an additional fee of \$200 per hour subject to a minimum retainer of \$5,000 for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes, or other similar issues. The services provided by Greg Carlton will continue effective January 1, 2016.

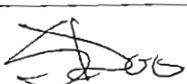
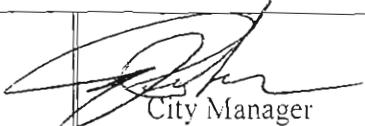
Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Insurance Claims  
Account Number: 07302085422307

 10/1/2015  
Finance

Staff Recommendation: Authorize the Mayor to execute a contract between the City of Paducah and Peel & Holland pertaining to the administration of the City's health insurance.

Attachments: Strategic Health Risk Advisor and Strategic Benefit Placement Services  
Renewal Agreement

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

Meeting Date: October 13, 2015

Short Title: Authorize Contract with MAC Construction & Excavating, Inc.,  
for Construction of the Riverfront Redevelopment Project Phase 1-B

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

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

### Background Information:

On September 17, 2013, the City of Paducah Board of Commissioners referred to the Paducah Riverfront Development Authority (PRDA) review of the elements of the Riverfront Redevelopment Project Phase 1-B for recommendations to the Board for revisions that can be made to the Project. On April 1, 2014, the Paducah Riverfront Development Authority (PRDA) recommended to the City of Paducah Board of Commissioners revisions could be made to the Riverfront plans and specifications in order to reduce the overall cost of the proposed Riverfront Phase 1-B Project. Upon reviewing the recommendations, the Board of Commissioners agreed with PRDA's recommended revisions to the Project. Therefore, the services of Bacon, Farmer, Workman Engineering & Testing, Inc. (BFW) were obtained to revise the plans and specifications to comply with the revisions recommended by PRDA and agreed upon by the Board of Commissioners (with the exception of including the sanitary wastewater system as required by the BIG grant). When the plans and specifications were finalized by BFW, review and approvals were obtained by the Kentucky Transportation Cabinet Office of Local Programs and the Kentucky Department of Fish & Wildlife Resources.

On Wednesday, June 3, 2015 the City of Paducah received and opened sealed written bids for the Phase 1-B Project. Two bids were received from responsive and responsible bidders. Upon evaluation, the two bids received were found to be in excess of the proposed construction cost and funding allocated at the time. Therefore, the bids were rejected. It was genuinely anticipated that rebidding the Project would result in lower bid prices.

On September 9, 2015, sealed written bids were opened and read aloud for the re-bid of the Riverfront Redevelopment Project Phase 1-B. Two responsive bids were received for this Project, with MAC Construction & Excavating, Inc., submitting the lowest responsive bid of \$8,353,888.00 for the full Project. The Bid also contained three alternate deductions as follows:

<u>Bid - Alternates</u>	<u>Bid</u>	<u>Amount</u>
Total Bid - Full Riverfront Phase 1-B Project	\$8,353,888.00	\$8,353,888.00
Deductive Alternative #1 - Reduce Transient Dock by 60'	-\$240,777.58	\$8,113,110.42
Deductive Alternative #2 - Delete Center Rail on Transient Dock	-\$24,198.30	\$8,088,912.12
Deductive Alternative #3 - Remove Wave Attenuator	-\$157,203.20	\$7,931,708.92

On October 6, 2015, a presentation was made before the Board of Commissioners outlining four main options and project costs in order to discuss moving forward on the Phase 1-B Project. At this meeting, the Board of Commissioners was informed that the PRDA unanimously approved a motion to request the Board to move forward with the Riverfront Redevelopment Project Phase 1-B as proposed and as bid. Discussion took place around the four options, the four deductive alternatives, and means of funding.

In accordance with the specifications, the bids received on September 9, 2015, can be held by the City for 60 days. This would make the bids valid through November 8th. Therefore, prior to expiration of the bids received, the Board of Commissioners may consider accepting the Bid received by MAC Construction prior to the expiration date in the amount of \$8,353,888.00 and utilize the first Deductive Alternative of \$240,777.58, which would then bring the total revised bid amount to \$8,113,110.42.

This Project can be funded by the following grants and allocations:

FHWA Funds	\$3,920,000.00
BIG Grant	\$910,000.00
City Match	\$320,000.00
Additional City Funds	<u>\$2,963,110.42</u>
Total	\$8,113,110.42

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available:

Finance

FHWA Grant Portion:  
Account Name: 040-3315-532-2307  
Account Number: DT0020

BIG Grant + City Match Portion:  
Account Name: 040-3315-532-2307  
Account Number: DT0026

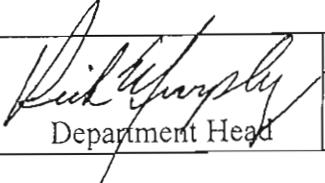
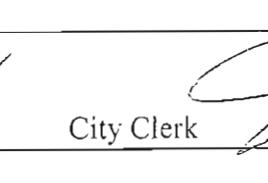
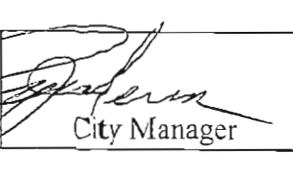
Additional City Funds:

**Staff Recommendation:**

To receive and file the bids and adopt an Ordinance accepting the Bid received by MAC Construction utilizing the first Deductive Alternative in the amount of \$8,113,110.42 for construction of the Riverfront Redevelopment Project Phase 1-B Project.

**Attachments:**

Bids and Bid Tab, Ad, Proposed Contract

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

Meeting Date: October 20, 2015

Short Title: Purchase of Three (3) 2016 Jeep Patriots 4x4 to be used by the Parks Department, Engineering Department, and Solid Waste Division

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.  
Kathy Wyatt, EPW Admin Asst. III

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

### Background Information:

On September 10, 2015, sealed written bids were opened for the purchase of three (3) Compact SUV's to be used by the Parks Department, Engineering Department and the Solid Waste Division. One bid was received from Linwood Motors - a grand total of \$79,660.00 for all 3 vehicles. The delivery time on the Compact SUV's will be 90 days after contract execution. These are to replace a 2001 Jeep Cherokee, unit #301; 1999 Ford F150 Pickup Truck, unit #244; and a 2001 Jeep Cherokee, unit #242 (all 3 are in the fleet plan).

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

10/15/2015  
Finance

Account Number: 071-0210-542-4005 (for 2 of them) \*

Account Name: Solid Waste Admin

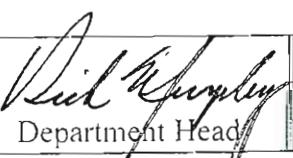
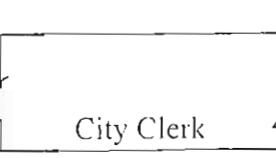
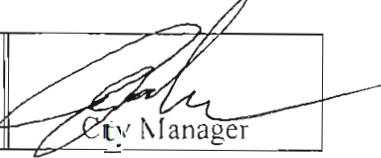
Account Number: 050-2208-531-4007 (for 1 of them)

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with Linwood Motors for the purchase of three (3) Compact SUV's for use by the Parks Department, Engineering Department and the Solid Waste Division in the total amount of \$79,660.00.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	 City Clerk	 City Manager
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\* - \$52,000 budgeted for 2 in Lease Fleet Plan.

ORDINANCE NO. 2015-10-\_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF THREE (3) 2016 JEEP PATRIOTS 4X4, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Linwood Motors, in the amount of \$79,660.00, for sale to the City of three (3) 2016 Jeep Patriots 4X4, for use by the Parks Department, Engineering-Public Works Department and Solid Waste Division of EPW, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors, of September 10, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, for the purchase of three (3) 2016 Jeep Patriots 4X4, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicles Fleet Lease Trust Fund account, account number 071-0210-542-4005 (for 2 of them) and 050-2208-531-4007 (for 1 of them).

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, October 20, 2015

Adopted by the Board of Commissioners, October 27, 2015

Recorded by Tammara S. Sanderson, City Clerk, October 27, 2015

Published by *The Paducah Sun*, \_\_\_\_\_

\\ord\pworks\Jeep Patriots 10-2015

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE THREE (3) NEW COMPACT SUV'S

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF PADUCAH, hereinafter called the OWNER, and Linwood Motors hereinafter called the VENDOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide Three (3) New Compact SUV's to be used by the Parks Department, the Engineering-Public Works Department, and the Solid Waste Division in full compliance with the Bid Proposal Dated September 10, 2015 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: Seventy-Nine Thousand Six Hundred Sixty Dollars (\$79,660.00) as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on \_\_\_\_\_ by Ordinance # \_\_\_\_\_.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF PADUCAH, KENTUCKY

BY \_\_\_\_\_  
Gayle Kaler, Mayor

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

# Agenda Action Form Paducah City Commission

Meeting Date: October 20, 2015

Short Title: Purchase of One (1) ATC Quest 2016 Trench Trailer to be used by the Fire Department

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.  
Kathy Wyatt, EPW Admin Asst. III

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

### Background Information:

On September 10, 2015, sealed written bids were opened for the purchase of one (1) Trench Trailer to be used by the Fire Department. One bid was received from Midway Trailer, Inc. The proposed bid was \$48,700.00, with a reduction in price of \$4,800.00 by changing the Whelen lights to 9" x 7" high output LED scene lights, bringing the total of the bid to \$43,900.00. The delivery time on the trench trailer will be 70 days after contract execution.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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



Account Number: 071-0210-542-4005 \*

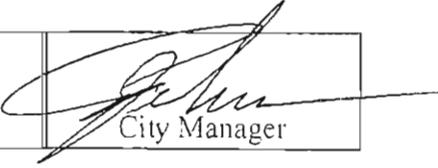
\* \$48,000 Budgeted

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with Midway Trailer, Inc. for the purchase of one (1) Trench Trailer. The proposed bid was \$48,700.00, with a reduction in price of \$4,800.00 by changing the Whelen lights to 9" x 7" high output LED scene lights, bringing the total of the bid to \$43,900.00. The Fleet Division of Engineering Public Works is recommending the bid of \$43,900.00 for the trench trailer be accepted.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015-10-\_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) ATC QUEST 2016 TRENCH TRAILER, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Midway Trailer, Inc., in the amount of \$43,900, for sale to the City of one (1) ATC Quest 2016 Trench Trailer for use by the Fire Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Midway Trailer, Inc., of September 10, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Midway Trailer, Inc., for the purchase of one (1) ATC Quest 2016 Trench Trailer, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicles Fleet Lease Trust Fund account, account number 071-0210-542-4005.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 20, 2015

Adopted by the Board of Commissioners, October 27, 2015

Recorded by Tammara S. Sanderson, City Clerk, October 27, 2015

Published by *The Paducah Sun*, \_\_\_\_\_

\\ord\pworks\trailer-fire dept 10-2015

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE 1 (ONE) TRENCH TRAILER

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF PADUCAH, hereinafter called the OWNER, and Midway Trailer, Inc., hereinafter called the VENDOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide One (1) Trench Trailer to be used by the Fire Department in full compliance with the Bid Proposal Dated September 10, 2015 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within 76 consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: Forty-Three Thousand Nine Hundred Dollars (\$43,900.00) as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on \_\_\_\_\_ by Ordinance # \_\_\_\_\_.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

CITY OF PADUCAH, KENTUCKY

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

BY \_\_\_\_\_  
Gayle Kaler, Mayor

ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

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

# Agenda Action Form Paducah City Commission

Meeting Date: October 20, 2015

Short Title: Purchase of One (1) 2016 Ram SSV 4x4 Crew Cab ½ Ton Pickup to be used by the Fire Department

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.

Kathy Wyatt, EPW Admin Asst. III

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

### Background Information:

On September 24, 2015, sealed written bids were opened for the purchase of one (1) SSV 4x4 Crew Cab ½ Ton Pickup to be used by the Fire Department. Bids were received by Linwood Motors in the amount of \$36,513.00, and by Paducah Ford in the amount of \$36,598.00.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

10/15/2015  
Finance

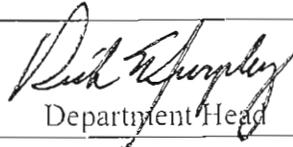
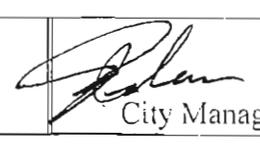
Account Number: 071-0210-542-4005 \*

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with Linwood Motors for the purchase of one (1) SSV 4x4 Crew Cab ½ Ton Pickup for use by the Fire Department in the amount of \$36,513.00.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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\* - \$33,000 Budgeted in lease fleet plan.

ORDINANCE NO. 2015-10-\_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) 2016 RAM SSV 4x4 CREW CAB HALF-TON PICKUP TRUCK, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Linwood Motors, in the amount of \$36,513.00, for sale to the City of one (1) 2016 Ram SSV 4X4 crew cab half-ton pickup truck, for use by the Fire Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors, of September 24, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, for the purchase of one (1) 2016 4 X 4 crew cab half-ton pickup truck, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicles Fleet Lease Trust Fund account, account number 071-0210-542-4005.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 20, 2015  
Adopted by the Board of Commissioners, October 27, 2015  
Recorded by Tammara S. Sanderson, City Clerk, October 27, 2015  
Published by *The Paducah Sun*, \_\_\_\_\_  
\\ord\pworks\truck-pickup-Fire Dept 10-2015

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE ONE (1) PICKUP Half-Ton 4x4 SSV

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF PADUCAH, hereinafter called the OWNER, and Linwood Motors hereinafter called the VENDOR, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide One (1) Pickup Half-Ton 4x4 SSV to be used by the Paducah Fire Department, in full compliance with the Bid Proposal Dated September 24, 2015 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within 120 consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: Thirty Six Thousand Five Hundred Thirteen Dollars (\$36,513.00) as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on \_\_\_\_\_ by Ordinance # \_\_\_\_\_.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF PADUCAH, KENTUCKY

BY \_\_\_\_\_  
Gayle Kaler, Mayor

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

# Agenda Action Form Paducah City Commission

Meeting Date: October 20, 2015

Short Title: Purchase of ~~Two~~(2) 2016 4x4 ½ Ton Pickups to be used by the EPW Street Division

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.  
Kathy Wyatt, EPW Admin Asst. III

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

### Background Information:

On September 17, 2015, sealed written bids were opened for the purchase of two (2) 4x4 ½ Ton Pickups to be used by the EPW Street Division. Bids were received by Larry Stovesand Buick GMC in the amount of \$57,792.00; Linwood Motors in the amount of \$55,860.00, and by Paducah Ford in the amount of \$53,667.90.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

10/15/2015  
Finance

Account Number: 071-0210-542-4005 \*

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with Paducah Ford for the purchase of two (2) 4x4 ½ Ton Pickups for use by the EPW Street Division in the amount of \$53,667.90.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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\* - \$52,000 budget for 2 in lease fleet plan.

ORDINANCE NO. 2015-10-\_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF TWO  
(2) 2016 4x4 HALF-TON PICKUP TRUCKS, AND AUTHORIZING THE MAYOR TO  
EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Paducah Ford, in the amount of \$53,667.90, for sale to the City of two (2) 2016 4X4 half-ton pickup trucks, for use by the Engineering-Public Works Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Paducah Ford, of September 17, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Paducah Ford, for the purchase of two (2) 2016 4 X 4 half half-ton pickup trucks, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicles Fleet Lease Trust Fund account, account number 071-0210-542-4005.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 20, 2015  
Adopted by the Board of Commissioners, October 27, 2015  
Recorded by Tammara S. Sanderson, City Clerk, October 27, 2015  
Published by *The Paducah Sun*, \_\_\_\_\_  
\\ord\pworks\trucks-pickup-EPW

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE TWO (2) 1/2 TON 4X4 PICKUPS

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF PADUCAH, hereinafter called the OWNER, and Paducah Ford hereinafter called the VENDOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide TWO (2) 1/2 TON 4X4 PICKUPS to be used by the Engineering-Public Works Department, Street Division in full compliance with the Bid Proposal Dated September 17, 2015 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within 151 consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: Fifty-Three Thousand Six Hundred Sixty-Seven Dollars & Ninety Cents (\$53,667.90) as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on \_\_\_\_\_ by Ordinance # \_\_\_\_\_.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF PADUCAH, KENTUCKY

BY \_\_\_\_\_  
Gayle Kaler, Mayor

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

## Agenda Action Form Paducah City Commission

Meeting Date: 10/20/2015

Short Title: Enterprise Resource Planning Software – Additional Consultant Services

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: G. Mueller, S. Kyle, J. Perkins, A. Herndon, A. Copeland  
Presentation By: G. Mueller

Background Information: The City of Paducah has contracted with the management consulting firm Plante & Moran, PLLC to assist with the creation and evaluation of an RFP to replace the City's Sungard (HTE) software system. The following contractual services have been provided by Plante & Moran to the City as authorized by Ordinance 2014-9-8185:

1. Conducted an ERP Needs Assessment – This assessment included the current state of software and IT infrastructure, review of current city departmental processes, and identification of future city ERP software needs.
2. ERP RFP Preparation – Based on the information collected in the Needs Assessment, developed an RFP that allowed the City to evaluate vendor responses based on defined selection criteria and weighting factors.
3. ERP Solution Selection – Assisted the City in conducting due diligence activities such as proposal response analysis, vendor demonstrations, reference checking

The agreement for the original 3 phases was for a not to exceed cost of \$70,840.00. To date, the city has paid Plante & Moran \$68,087.97 for their services.

City staff is nearing completion of the above 3 phases of the RFP process and as a result have selected a preferred ERP software vendor. The next (4<sup>th</sup>) phase of the project will be to negotiate a contract and develop a Statement of Work with the ERP software vendor.

The Statement of Work is an important and highly detailed document that

identifies:

1. Technical Requirements – hardware, software, data conversions, interfaces, workflows, etc
2. Vendor Deliverables
3. Vendor Staff Roles and Responsibilities
4. City Staff Responsibilities and Assignments
5. Implementation Phases and Scheduling
6. Testing
7. Training
8. Go Live Preparations

City staff would like to expand the project scope to include services performed by Plante & Moran to assist the City with contract negotiations and the development of the Statement of Work. Costs for this additional phase will have a not to exceed cost of \$18,400.00 and the City will only be billed for hours incurred.

City Staff will present the current status of the ERP project prior to the introduction of this Ordinance.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: EQ0022 Software Upgrade  
Account Number:

*[Signature]*  
10/16/2013  
Finance

Staff Recommendation: Adopt an ordinance authorizing the Mayor to execute an agreement with Plante & Moran for additional Enterprise Resource Planning Consultant Services to assist with contract negotiations and the development of a Statement of Work. A copy of the original contract for phases 1, 2, and 3 is available for review in the City Clerk’s office.

Attachments: ERP Continuation Engagement Letter

Department Head	City Clerk	<i>[Signature]</i> City Manager
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ORDINANCE NO. 2015-10-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,  
APPROVING AN ENGAGEMENT LETTER FOR ADDITIONAL CONSULTING  
SERVICES WITH PLANTE MORAN, AND AUTHORIZING THE MAYOR TO  
EXECUTE SAID ENGAGEMENT LETTER

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

SECTION 1. That the City of Paducah hereby approves an Engagement Letter with Plante & Moran, for additional consulting services in an amount not to exceed \$18,400 to assist city staff in conducting contract negotiations, developing a statement of work and assisting in the preparation of all contract-related documents for the Enterprise Resource Planning Software and authorizes the Mayor to execute an agreement for same.

SECTION 2. Funding for this expenditure shall be charged to project account EQ0022.

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.

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Mayor

ATTEST:

---

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 20, 2015

Adopted by the Board of Commissioners, October 27, 2015

Recorded by Tammara S. Sanderson, City Clerk, October 27, 2015

Published by *The Paducah Sun*, \_\_\_\_\_

ord\infosvcs\engagement letter -add'l consulting services—ERP services



**Plante & Moran, PLLC**  
27400 Northwestern Highway  
P.O. Box 307  
Southfield, MI 48037-0307  
Tel: 248.352.2600  
Fax: 248.352.0018  
plantemoran.com

October 15, 2015

Mr. Greg Mueller  
Director of Information Technology  
City of Paducah  
300 S 5<sup>th</sup> St.  
Paducah, KY 42003

Dear Greg,

Plante Moran is currently assisting the City of Paducah in a software selection project that had an optional phase of assisting with contract negotiations and the development of a Statement of Work. The City would now like to explore our assistance with those services.

#### **Scope of Services**

The City would like to expand on the project that was performed by Plante Moran for ERP Consulting Services. The expansion of the project scope will require the following additional activities to be performed by Plante Moran to cover this expanded scope of work:

- Conduct contract negotiations including development of the statement of work (SOW)

#### **Project Staffing**

Staffing for the additional work required for conducting contract negotiations, developing a statement of work, and assisting in the preparation of all contract-related documents for Council approval will be provided by Ms. Laurie Hoose and Ms. Alexandra Colletti who were the Plante Moran consultants working for the City during the software selection phase of the project.

Contract negotiation assistance will also be provided by Mr. Dennis Bagley from Plante Moran who is very experienced in negotiating software contracts.

#### **Project Fees**

Plante & Moran anticipates performing this work as an expansion to our existing software selection contract with the City. Our fee for this engagement can be summarized as follows based on our agreed to rate of \$230/hr that is inclusive of all travel and incidental expenses. The expansion of the project scope will have a not to exceed price of \$18,400 and the City will only be billed for hours incurred.

Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

We appreciate the opportunity to be of continued service to the City of Paducah. If you are in agreement with our understanding of this engagement, as set forth in this engagement letter, please sign the enclosed copy of this letter and return it to us. If you have any questions, please do not hesitate to call me at (248) 223-3447.

Very truly yours,  
Plante & Moran, PLLC

*E. Scott Eiler*

E. Scott Eiler, Partner  
27400 Northwestern Highway  
Southfield, MI 48037  
248-223-3447  
Scott.Eiler@plantemoran.com

**Agreed and Accepted**

We accept this engagement letter between the City of Paducah, KY and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

\_\_\_\_\_  
Gayle Kaler, Mayor  
City of Paducah, KY

\_\_\_\_\_  
Date

## ORDINANCE NO. 2014-9-8185

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,  
APPROVING AN AGREEMENT FOR ENTERPRISE RESOURCE PLANNING  
CONSULTANT SERVICES; AND AUTHORIZING THE EXECUTION OF SAID  
CONTRACT

WHEREAS, the City of Paducah has reached a point in its current Enterprise Resource Planning (ERP) software lifecycle that require us to evaluate upgrading or replacing our Sungard (formerly HTE) system in order to meet the city's changing business needs; and

WHEREAS, as city staff members began to collect software options and pricing from our current ERP software provider (Sungard) it became apparent this project will be expensive, time consuming, technologically complex and will impact every city department; and

WHEREAS, a Request For Proposal process is the best tool to ensure the City receives the most cost effective ERP software solution that meets our current and future needs; and

WHEREAS, the management consulting firm Plante & Moran, PLLC has in its employ, persons experienced to assist with the creation and evaluation of the RFP; and

WHEREAS, the City desires to approve and authorize the Mayor to execute the contract.

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

SECTION 1. That the City of Paducah hereby approves an Agreement with Plante & Moran, for consulting services to assist with the creation and evaluation of the Request for Proposals for the upgrading or replacement of the City's current Sungard system in an amount not to exceed \$70,840.008 and authorizes the Mayor to execute an agreement for same.

SECTION 2. Funding for this expenditure shall be charged to project account EQ0022.

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.

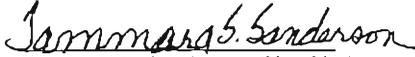
SECTION 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which 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, September 2, 2014  
Adopted by the Board of Commissioners, September 16, 2014  
Recorded by Tammara S. Sanderson, City Clerk, September 16, 2014  
Published by *The Paducah Sun*, September 23, 2014  
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