



CITY COMMISSION MEETING
AGENDA FOR DECEMBER 1, 2015
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

ANNUAL REPORT—Barkley Regional Airport Update – R. ROOF

	I.	<u>MINUTES</u>
	II.	<u>MOTIONS</u>
		A. R & F Documents
	III.	<u>MUNICIPAL ORDER</u>
		A. Approve Amendment #1 to MOU with United States Corps of Engineers for the Ohio River Shoreline Reconstruction Project – R. MURPHY
	IV.	<u>ORDINANCE – ADOPTION</u>
		A. An Ordinance Approving Request of Paducah-McCracken County Emergency Communications Service Board for Funds to Hire Consultant for Equipment Replacement – POLICE CHIEF BARNHILL
	V.	<u>ORDINANCES - INTRODUCTION</u>
		A. Approve Change Order #1 for 432 Broadway – S. ERVIN
		B. Award Contract for Steel Reinforcement for 430 Broadway – S. ERVIN
		C. Purchase Pickup Truck for Parks Department – R. MURPHY
		D. Purchase (2) Red 4 Door Sedans w/Police Package for Fire Prevention – R. MURPHY
	VI.	<u>CITY MANAGER REPORT</u>
	VII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VIII.	<u>PUBLIC COMMENTS</u>
	IX.	<u>EXECUTIVE SESSION</u>

December 1, 2015

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

DOCUMENTS

1. Certificate of Liability Insurance and Right of Way Bond for Pinnacle, Inc.
2. Deed with Bob Hopper and Brenda Hollis for 427 North 6th Street (MO # 1872)
3. Contracts & Agreements:
 - a. Professional Engineering Service Agreement with Bacon Farmer Workman Engineering & Testing, Inc. for Construction Administration and Resident Inspection for the Riverfront Redevelopment Project Phase 1-B (ORD 2015-11-8326)
 - b. Agreement with MAC Construction & Excavating, Inc. for the Riverfront Redevelopment Project Phase 1-B (ORD 2015-10-8317)
 - c. Agreement with Marcum Engineering, LLC for the Paducah Dome Relocation (ORD 2015-11-8323)
 - d. Grant Agreement between Paducah Police Department and the Kentucky Transportation Cabinet Office of Highway Safety (ORD 2015-9-8293)
 - e. Right of First Refusal Agreement with Paducah Riverfront Hotel, LP for lease of 501 North 3rd Street (ORD 2015-09-8288)
4. Paducah McCracken Joint Sewer Agency Financial Statements for Years Ended June 30, 2015 and 2014
5. Transit Authority of Paducah Financial Statements for Year Ended June 30, 2015
6. Purchase Area Development District Financial Statements for Year Ended June 30, 2015
7. Paducah Junior College, Inc. Basic Financial Statements for Year Ended June 30, 2015
8. Electric Plant Board D/B/A Paducah Power System Financial Statements for Years Ended June 30, 2015 and 2014

BIDS FOR Engineering-Public Works Department

(1) ¾ Ton 4x4 Pickup

1. Paducah Ford *
2. Linwood Motors

*Denotes Recommended Bid

3. Larry Stovesand Buick GMC

BIDS FOR Engineering-Public Works Department
(2) Red 4 Door Sedans – Fire Prevention

1. Linwood Motors *
2. Paducah Ford

Agenda Action Form

Paducah City Commission

Meeting Date: December 1, 2015

Short Title: Amendment #1 to MOU with USACE for Work Provided or Performed Prior to Execution of a Project Partnership Agreement for Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

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

Background Information:

On September 22, 2015, Municipal Order #1861 was adopted which authorized the Mayor to execute a Memorandum of Understanding between the Department of the Army and the City of Paducah Kentucky for work provided or performed prior to execution of a Project Partnership Agreement for the Paducah Kentucky Local Flood Protection Project. This MOU authorized the City to receive "in-kind credits" for the following floodwall work performed:

- Rebuild/rehab Pump #1 and Pump #2 located at Pump Station No. 9 prior to high water season in lieu of replacing them with submersible pumps and be able to receive "in-kind credit" for the related expenses.
- Remove, restore, rehabilitate, replace and/or reconstruct any/all flap gates within the vicinity of the Floodwall limits.
- Permanently seal eight of the LFPP's 47 movable closures that have become obsolete to commercial use and access to the Ohio River.

On September 28, 2015, the MOU was executed by Colonel Christopher G. Beck and the in-kind credits were approved. Following receipt of the executed MOU, numerous attempts were made to rebuild/rehab the Floodwall pump components at Pump Station No. 9, only to discover that the necessary parts were not readily available and that the pumps had to be rebuilt. On November 2, 2015, a formal appeal was sent from the City Engineer-Public Works Director to Colonel Beck, requesting that the executed MOU be amended to allow receipt of in-kind credits for the replacement of Pump Station #9 pumps 1 and 2 and to allow up to 12 floodwall closures. Subsequently, the USACE has agreed to amend the MOU as follows:

1. That paragraph 1, subparagraph a as set forth in the executed MOU be amended in its entirety to read as follows:
 - a. Replace Pump Station No. 9, pumps 1 and 2 as generally described in the November 2, 2015, letter. Replace related Pump Station No. 9 components and reconfigure Pump Station 9 as generally described in the November 2, 2015 letter.
2. That paragraph 1, subparagraph c as set forth in the executed MOU be amended in its entirety to read as follows:
 - c. Permanently seal and or modify a reasonable number not to exceed twelve (12) as compared to the number set forth in the feasibility study of movable closures as determined by final design generally described in the November 2, 2015 letter.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

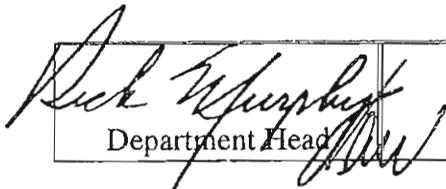
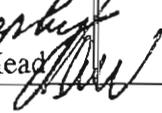
Finance

Staff Recommendation:

To adopt a Municipal Order authorizing the Mayor to execute Amendment Number 1 to Memorandum of Understanding between the Department of the Army and the City of Paducah Kentucky for work provided or performed prior to execution of a Project Partnership Agreement for Ohio River Shoreline, Paducah Kentucky, Reconstruction Project.

Attachments:

Executed Memorandum of Understanding dated September 28, 2015
Municipal Order #1891
Amendment Number 1 to MOU
November 2, 2015 letter to Colonel Beck

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY OF PADUCAH FOR WORK PROVIDED OR PERFORMED PRIOR TO EXECUTION OF A PROJECT PARTNERSHIP AGREEMENT FOR THE OHIO RIVER SHORELINE, PADUCAH, KENTUCKY. RECONSTRUCTION PROJECT

WHEREAS, on September 22, 2015, the City of Paducah adopted Municipal Order #1861 authorizing the Mayor to execute a Memorandum of Understanding between the Department of the Army and the City of Paducah Kentucky for work provided or performed prior to execution of a Project Partnership Agreement for the Paducah Kentucky Local Flood Protection Project; and

WHEREAS, it was not included in the original Memorandum of Understanding for the City to gain in-kind contribution credits if Pumps 1 and 2 at Pump Station No. 9 were replaced and only to allow only 8 floodwall closures to be permanently sealed; and

WHEREAS, the Department of the Army wishes to amend the original MOU to allow in-kind contribution credits for the replacement of Pump Station #9, pumps 1 and 2 and to allow up to 12 floodwall closures to be permanently sealed.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute Amendment Number 1 to the Memorandum of Understanding between the Department of the Army and the City of Paducah for work provided or performed prior to execution of a Project Partnership Agreement for Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 1, 2015
Recorded by Tammara S. Sanderson, City Clerk, December 1, 2015
\\mo\MOU-amend-Ohio River Shoreline



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE KY 40201-0059

RECEIVED

NOV 20 2015

ENGINEERING
DEPARTMENT

Mr. Rick Murphy, P. E.
City Engineer and Public Works Director
City of Paducah, Kentucky
P.O. Box 2267
Paducah, Kentucky 40201-2267

Re: Amendment Number 1 To Memorandum Of Understanding Between The Department Of The Army And The City Of Paducah, Kentucky For Work Provided Or Performed Prior To Execution Of A Project Partnership Agreement For Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project

Dear Mr. Murphy:

The subject document is attached for review, approval, and execution by the City of Paducah, Kentucky. Please be advised that to be eligible for credit for the costs of the work proposed under this Amendment Number 1, the criteria set forth in paragraph 9 of the Memorandum of Understanding must be met. In addition, please be further advised that an additional amendment would be legally required should the City desire to be eligible to receive in-kind contribution credits for approved project features that are not listed in paragraph 1 of the Memorandum of Understanding or Amendment Number 1 to the Memorandum of Understanding.

As the Project Manager, Mr. Michael Moore is your point-of-contact for any questions or concerns that you, members of the City administration, or the City's legal counsel may have.


Christopher G. Beck
Colonel, Corps of Engineers
Commanding

Enclosure

Amendment Number 1 To Memorandum Of Understanding
Between The Department Of The Army And The City Of
Paducah, Kentucky For Work Provided Or Performed Prior
To Execution Of A Project Partnership Agreement For Ohio
River Shoreline, Paducah, Kentucky, Reconstruction
Project

THIS AMENDMENT NUMBER 1 TO MEMORANDUM OF UNDERSTANDING
is made and entered into this ____ day of _____,
2015, by and between the United States Department of the
Army (hereinafter referred to as the "Government"), acting
by and through the Commander and District Engineer, United
States Army Engineer District, Louisville and the City of
Paducah, Kentucky, a Home Rule Class city organized and
existing under and pursuant to the laws of the Commonwealth
of Kentucky (hereinafter referred to as the "Non-Federal
Interest"), acting by and through the Mayor of the City of
Paducah, Kentucky.

WITNESSETH, THAT:

WHEREAS, on the 28th day of September, 2015, the Government
and the Non-Federal Interest did enter into a Memorandum of
Understanding for the performance of certain work prior to the
execution of the Project Partnership Agreement for the Ohio
River Shoreline, Paducah, Kentucky, Reconstruction Project; and

WHEREAS, by letter dated the 2nd day of November,
2015, the Non-Federal Interest has requested the amendment of
paragraph 1, subparagraph a and subparagraph c as set forth in
the above-referenced Memorandum of Understanding.

NOW, THEREFORE, the Government and the Non-Federal
Interest agree as follows:

1. That the above-stated recitals shall be a part of
this Amendment Number 1 to Memorandum of Understanding.

2. That paragraph 1, subparagraph a as set forth in
the above-referenced Memorandum of Understanding is hereby
amended in its entirety to read as follows:

a. Replace Pump Station No. 9, pumps 1 and 2 as generally described in the above-referenced letter from the Non-Federal Interest. Replace related Pump Station No. 9 components and reconfigure Pump Station 9 as generally described in the above-referenced letter from the Non-Federal Interest.

3. That paragraph 1, subparagraph c as set forth in the above-referenced Memorandum of Understanding is hereby amended in its entirety to read as follows:

c. Permanently seal and or modify a reasonable number not to exceed twelve (12) as compared to the number set forth in the feasibility study of movable closures as determined by final design generally described in the above-referenced letter from the Non-Federal Interest.

4. All other terms, conditions, agreements, and covenants as set forth in the above-referenced Memorandum of Understanding shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the City of Paducah, Kentucky, a Home Rule Class city organized and existing under and pursuant to the laws of the Commonwealth of Kentucky, by its duly qualified and elected Mayor, Gayle Kaler, pursuant to a Ordinance duly passed and adopted by the affirmative vote of a majority of the duly qualified and elected members of the Board of Commissioners, City of Paducah, Kentucky, this ____ day of _____, 2015. This Amendment Number 1 to Memorandum of Understanding shall become effective upon the date it is signed by the Commander and District Engineer, United States Army Engineer District, Louisville.

CITY OF PADUCAH, KENTUCKY

BY: _____
Gayle Kaler, Mayor, City of
Paducah, Kentucky

ATTEST: _____
Tammara S. Sanderson, City Clerk,
City of Paducah, Kentucky

IN TESTIMONY WHEREOF, witness the signature of the United States Department of the Army, acting by and through the Commander and District Engineer, United States Army Engineer District, Louisville, this ____ day of _____, 2015. This Amendment Number 1 to Memorandum of Understanding shall become effective upon the date it is signed by the Commander and District Engineer, United States Army Engineer District, Louisville.

UNITED STATES DEPARTMENT OF
THE ARMY, ACTING BY AND
THROUGH THE COMMANDER AND
DISTRICT ENGINEER, UNITED
STATES ARMY ENGINEER DISTRICT,
LOUISVILLE

BY: _____
Christopher G. Beck
Colonel, Corps of Engineers
Commander and District Engineer,
United States Army Engineer
District, Louisville

CERTIFICATE OF AUTHORITY

I, W. David Denton, Denton Law Firm, PLLC, do hereby certify that I am the principal legal officer of the City of Paducah, Kentucky, that the City of Paducah, Kentucky is a legally constituted public body with full authority and legal capability to perform the terms of this Amendment Number 1 to Memorandum of Understanding between the United States Department of the Army and the City of Paducah, Kentucky in connection with the Proposed Work to be provided or performed prior to the execution of a Project Partnership Agreement for the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project and that the person who executed **this** Amendment Number 1 to Memorandum of Understanding on behalf of the City of Paducah, Kentucky has acted within her statutory authority.

Witness the signature of W. David Denton, Denton Law Firm, PLLC, City Attorney, City of Paducah, Kentucky, this _____ day of _____, 2015.

CITY OF PADUCAH, KENTUCKY

BY: _____
W. David Denton, Denton Law Firm,
PLLC, City Attorney, City of
Paducah, Kentucky



CITY OF PADUCAH

300 South 5th Street
P. O. Box 2267
Paducah, KY 42002-2267
www.paducahky.gov

Phone: (270) 444-8511
Fax: (270) 444-8689

Rick Murphy, P.E.
City Engineer

2 November, 2015

Colonel Christopher G. Beck, P.E.
District Commander
US Army Corps of Engineers
Louisville District
P.O. Box 59
Room 751
Louisville, KY 40201-0059

**Attn: Ms. Linda R. Murphy, P.E., PMP (For LRL Internal Distribution)
Deputy District Engineer, CELRL-DP**

**Re: Ohio River Shoreline, Paducah Kentucky Reconstruction (Project)
MOU Amendment Request**

Dear Colonel Beck:

Please recall my correspondence of request to you of 9 September, 2015, regarding the above referenced subject. Whereas the City of Paducah's (Sponsor) request was received by the USACE Louisville District (District) causing an appropriate MOU to be drafted and properly executed between the District and the Sponsor. Please also note, at the time I drafted my original request of 9 September, 2015 the Sponsor had every intention of executing the bulleted requests as originally outlined. However, upon my attempt to execute the rehabilitation and/or rebuilding the pump components at Pump Station No. 9 it was quickly discovered that the availability or the existence of the necessary parts were not readily available. Furthermore, should the Sponsor been able to acquire and IF the Sponsor were able to acquire and implement the necessary parts to restore Pump Station No. 9's existing motor and pump configurations, we (District and Sponsor) would not expect to gain an additional 50 year design life from this station. Please recall, the design team's targeted design life goal for the Project's reconstruction is for an additional 50 years.

Notwithstanding, it has been brought to my attention by District personnel that the aforementioned MOU associated with this particular subject is in need of amending due to the Sponsor's inability to "rebuild" said pump components at Pump Station No. 9 described herein. Therefore, I am appealing to your office

Colonel Christopher G. Beck, P.E.
2 November, 2015
Page 2 of 3

to have a proper Amendment drawn to our executed MOU dated 28 September, 2015 that reflects the following;

- Pump Station No. 9: Pump No. 2 has failed and must be rebuilt in-kind, restored and/or replaced with modern pump equipment. Pump No. 1 has excessive vibration and is considered marginal at best. Therefore, given Pump Station's No. 9 current configuration and fast approaching high water season, it is my request, post pursuit of the "rebuilding/rehabilitating both Pump Station No. 9 pumps 1 & 2 In-Kind," to be abandoned and an immediate pursuit of "replacing both pumps No 1 & 2 with dry well submersible pumps" as previously authorized. Additionally the pursuit of this amended recommendation will invariably cause the need to replace related Pump Station No. 9 pump components. Therefore, the amendment to the current MOU should allow the Sponsor the freedom to execute the needed manpower, equipment and labor necessary for Pump Station No. 9's reconfiguration that results in a functional pump station having the displacement capacity equal to or greater than its original design. As such, the Sponsor is requesting to receive "In-Kind" credit for all of its expenses in association with the Sponsor's entire effort to reconstruct Pump Station No. 9.
- Permit the Sponsor to receive "Authorized Project In-Kind Credit" for all expenses it will incur to remove, restore, rehabilitate, replace and/or reconstruct any/all flap gates stated within the subject LFPP's aforementioned authorization documents. This portion of the Project is characterized as "Priority No. 2, Flap Gates."
- Permit the Sponsor to receive "Authorized Project In-Kind Credit" for all expenses it will incur to permanently seal and/or modify several of the LFPP's 47 movable closures that have become obsolete to commercial use and access to the Ohio River. This portion of the Project is also described within the subject LFPP's authorized documents and has been characterized as "Priority No. 3, Seal Closures."

As stated in previous correspondence, given the USACE and Sponsor have executed a PED Agreement for the Project's overall design and has yet to execute a Project Partnership Agreement, (PPA), the Sponsor is burdened for 100% of the repairs, restorations, rehabilitations, replacements and/or reconstruction to ANY/ALL previously authorized components of the Project. As of this date, the Sponsor does not receive the aforementioned credits as the execution of a PPA has not occurred, rendering the Sponsor's efforts ineligible by the government. Therefore, as the circumstances for the Sponsor's LFPP are constantly changing while the government process for the reconstruction for this Project lingers on, I am appealing to your office to "Amend" the current MOU to address and to allow the Sponsor to receive "Authorized Project In-Kind Credit" as discussed herein.

In conclusion, the Sponsor is heretofore making a formal appeal and request to the District to immediately pursue an Amendment to the current MOU discussed herein, allowing the Sponsor to receive "Authorized Project In-Kind Credit" for those items listed in the bulleted points above, as well as any additional

Colonel Christopher G. Beck, P.E.

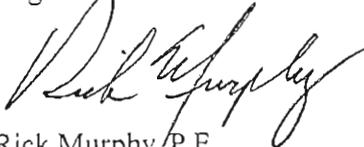
2 November, 2015

Page 3 of 3

Project authorized component failures integral to the Project that may fail prior the USACE and Sponsor having the opportunity to execute a PPA.

Your assistance and response to this formal request is greatly appreciated. In the event that you or members of your team may have any questions regarding this request, please do not hesitate to contact me at the telephone number listed above or my cell phone, (270) 994-7396.

Regards:



Rick Murphy, P.E.

City Engineer & Public Works Director

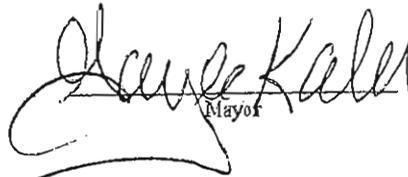
- C: Jeff Pederson, City Manager, via email
 Honorable Gayle Kaler, Mayor, via email
 John R. Bock, P.E., USACE, LRL Chief, Engineering Division, via email
 Michael Moore, USACE, LRL Project Manager, via email
 Richard G. Kaiser, Brigadier General, U.S. Army, via email
 Jennifer A. Greer, USACE Headquarters, Chief, Future Directions Branch, via email

ADOPTED

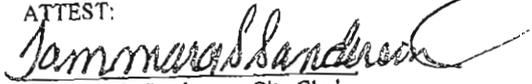
A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF
THE ARMY AND THE CITY OF PADUCAH FOR WORK PROVIDED OR
PERFORMED PRIOR TO EXECUTION OF A PROJECT PARTNERSHIP
AGREEMENT FOR THE OHIO RIVER SHORELINE, PADUCAH, KENTUCKY
BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to
execute a Memorandum of Understanding between the Department of the Army,
represented by the U.S. Army Engineer, Louisville District and the City of Paducah for
work provided or performed prior to execution of a Project Partnership Agreement for
Ohio River Shoreline, Paducah, Kentucky.

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


Mayor

ATTEST:


Tamara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 22, 2015
Recorded by Tamara S. Brock, City Clerk, September 22, 2015
mo\MOU-Ohio River Shoreline

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF THE ARMY
AND THE
CITY OF PADUCAH, KENTUCKY
FOR WORK PROVIDED OR PERFORMED
PRIOR TO EXECUTION OF
A
PROJECT PARTNERSHIP AGREEMENT
FOR
OHIO RIVER SHORELINE, PADUCAH, KENTUCKY,
RECONSTRUCTION PROJECT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made and entered into this 28th day of September, 2015, by and between the United States Department of the Army (hereinafter referred to as the "Government"), acting by and through the Commander and District Engineer, United States Army Engineer District, Louisville and the City of Paducah, Kentucky, a Home Rule Class city organized and existing under and pursuant to the laws of the Commonwealth of Kentucky (hereinafter referred to as the "Non-Federal Interest"), acting by and through the Mayor of the City of Paducah, Kentucky.

WITNESSETH, THAT:

WHEREAS, Section 221(a) of the Flood Control Act of 1970, as amended by Section 2003 of the Water Resources Development Act of 2007, provides that a cost sharing partnership agreement may provide credit for the value of materials or services provided before the execution of such cost sharing partnership agreement if the Secretary and the non-Federal interest enter into an agreement under which the non-Federal interest shall carry out such work and only work carried out following the execution of such agreement shall be eligible for credit;

WHEREAS, the Non-Federal Interest understands and acknowledges that any credit for eligible in-kind

contributions will be afforded only toward the required non-Federal contribution of funds (i.e. cash contribution) under the Project Partnership Agreement for the project or separable element of the project except such credit will not be afforded toward the non-Federal requirement to provide in cash 5 percent of the costs allocated to structural flood damage reduction; and

WHEREAS, by letter dated the 9th day of September, 2015, the Non-Federal Interest stated its intent to perform certain work (hereinafter referred to as the "Proposed Work", as defined in paragraph 1 of this MOU) prior to the execution of the Project Partnership Agreement for the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project.

NOW, THEREFORE, the Government and the Non-Federal Interest agree as follows:

1. The Non-Federal Interest shall provide or perform the Proposed Work in accordance with the terms and conditions of this MOU. The Proposed Work shall consist of:
 - a. Rebuild/Rehabilitate both of Pump Station No. 9 pumps 1 and 2, respectively, as generally described in the above-referenced letter from the Non-Federal Interest.
 - b. Restore, rehabilitate, replace and/or reconstruct any/all flap gates as generally described in the above-referenced letter from the Non-Federal Interest.
 - c. Permanently seal eight movable closures as generally described in the above-referenced letter from the Non-Federal Interest.
2. The Non-Federal interest shall develop all necessary engineering plans and specifications for the Proposed Work.
3. The Non-Federal Interest shall complete all necessary environmental coordination and obtain all applicable Federal, State, and local permits required for the performance of the Proposed Work.

4. The Non-Federal Interest shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction and subsequent operation and maintenance of the Proposed Work, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

5. Nothing in this MOU creates any duty, obligation, or responsibility for the Government. Any activity undertaken by the Non-Federal Interest for the implementation of the Proposed Work is solely at the Non-Federal Interest's own risk and responsibility.

6. The Non-Federal Interest shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this MOU to the extent and in such detail as will properly reflect total costs for the Proposed Work and the Non-Federal Interest shall make such evidence available for inspection and audit by authorized representatives of the Government.

7. The Non-Federal Interest understands that any costs incurred for the clean-up of hazardous material regulated by the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"; 42 U.S.C. Sections 9601-9675), that may exist in, on, or under lands, easements, or rights-of-way required for the Proposed Work are a Non-Federal Interest responsibility and that no credit shall be afforded for such clean-up costs. In addition, the Non-Federal Interest understands that as between the Government and the Non-Federal Interest, the Non-Federal Interest shall be considered the operator of the Proposed Work for the purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Interest shall operate, maintain, repair, replace, and rehabilitate the Proposed Work in a manner that will not cause liability to arise under CERCLA.

8. The parties to this MOU shall each act in an independent capacity in the performance of their respective functions under this MOU, and neither party is to be considered the officer, agent, or employee of the other.

9. The Non-Federal Interest understands that to be eligible for credit for the costs of the Proposed Work:

a. The Government must make a determination that the Proposed Work is integral to the project;

b. The Proposed Work shall be subject to a review or on-site inspection, as applicable, and certification by the Government that the work was accomplished in a satisfactory manner and in accordance with applicable Federal laws, regulations, and policies;

c. The costs for the Proposed Work that may be eligible for credit shall be subject to an audit by the Government to determine the reasonableness, allocability, and allowability of such costs;

d. The costs incurred for the Proposed Work are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the Proposed Work is completed and the time that credit may be afforded;

e. The Non-Federal Interest shall not use Federal program funds (either funds or grants provided by a Federal agency as well as any non-Federal matching share or contribution that was required by such Federal agency for such program or grant) for the Proposed Work unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law;

f. Only the costs of the Proposed Work that do not exceed the Government's estimate of the cost of such work if the work been accomplished by the Government may be eligible for credit;

g. Any contract awarded for the Proposed Work shall include provisions consistent with all applicable Federal laws and regulations and the Non-Federal Interest shall comply with all applicable Federal and State laws and regulations, including, but not limited to Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army";

h. The Non-Federal Interest must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.), and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)); and

i. Crediting for the costs of the Proposed Work may be withheld, in whole or in part, as a result of the Non-Federal Interest's failure to comply with the terms of this MOU.

10. If the parties agree to enter into a Project Partnership Agreement for the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project at Paducah, Kentucky, then the Project Partnership Agreement will contain provisions regarding affording credit for costs of the Proposed Work, if the Secretary determines that the Proposed Work is integral to the project.

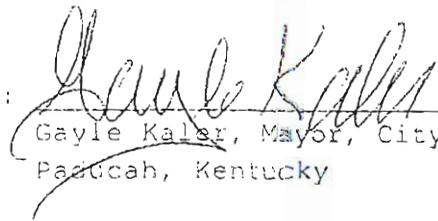
11. Execution of this MOU shall not be interpreted as a Federal assurance regarding later approval of any project; shall not commit the United States to any type of reimbursement or credit for the Proposed Work; does not alter any process to be followed by the Government in

making a determination to execute a future Project Partnership Agreement; nor does it provide any assurance that any future agreement will ever be executed for the project, the Proposed Work, or any portion of the project. Further, this MOU shall not be interpreted to signify any Federal participation in or commitment to the project or the Proposed Work. Finally, this MOU shall not be construed as committing the Government to assume any responsibility placed upon the Non-Federal Interest or any other non-Federal entity or as preventing the Government from modifying the project that could result in the Proposed Work performed by the Non-Federal Interest no longer being an integral part of the design of the project.

IN TESTIMONY WHEREOF, witness the signature of the City of Paducah, Kentucky, a Home Rule Class city organized and existing under and pursuant to the laws of the Commonwealth of Kentucky, by its duly qualified and elected Mayor, Gayle Kaler, pursuant to a Ordinance duly passed and adopted by the affirmative vote of a majority of the duly qualified and elected members of the Board of Commissioners, City of Paducah, Kentucky, this 22 day of September, 2015. This MOU shall become effective upon the date it is signed by the Commander and District Engineer, United States Army Engineer District, Louisville.

CITY OF PADUCAH, KENTUCKY

BY:



Gayle Kaler, Mayor, City of
Paducah, Kentucky

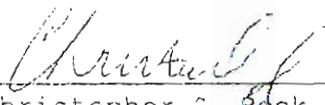
ATTEST:



Tammara S. Sanderson, City Clerk,
City of Paducah, Kentucky

IN TESTIMONY WHEREOF, witness the signature of the United States Department of the Army, acting by and through the Commander and District Engineer, United States Army Engineer District, Louisville, this 28th day of September, 2015. This MOU shall become effective upon the date it is signed by the Commander and District Engineer, United States Army Engineer District, Louisville.

UNITED STATES DEPARTMENT OF
THE ARMY, ACTING BY AND
THROUGH THE COMMANDER AND
DISTRICT ENGINEER, UNITED
STATES ARMY ENGINEER DISTRICT,
LOUISVILLE

BY: 
Christopher G. Beck
Colonel, Corps of Engineers
Commander and District Engineer,
United States Army Engineer
District, Louisville

CERTIFICATE OF AUTHORITY

I, W. David Denton, Denton Law Firm, PLLC, do hereby certify that I am the principal legal officer of the City of Paducah, Kentucky, that the City of Paducah, Kentucky is a legally constituted public body with full authority and legal capability to perform the terms of the MOU between the United States Department of the Army and the City of Paducah, Kentucky in connection with the Proposed Work to be provided or performed prior to the execution of a Project Partnership Agreement for the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project and that the person who executed this MOU on behalf of the City of Paducah, Kentucky has acted within her statutory authority.

Witness the signature of W. David Denton, Denton Law Firm, PLLC, City Attorney, City of Paducah, Kentucky, this 24 day of September, 2015.

CITY OF PADUCAH, KENTUCKY

BY: 
W. David Denton, Denton Law Firm,
PLLC, City Attorney, City of
Paducah, Kentucky



CITY OF PADUCAH

300 South 5th Street
P. O. Box 2267
Paducah, KY 42002-2267
www.paducahky.gov

Phone: (270) 444-8511
Fax: (270) 444-6089

Rick Murphy, P.E.
City Engineer

9 September 2015

Colonel Christopher G. Beck, P.E.
District Commander
U.S. Army Corps of Engineers
Louisville District
P.O. Box 59
Room 751
Louisville, KY 40201-0059

Attn: Ms. Linda R. Murphy, P.E., PMP (For LRL Internal Distribution)
Deputy District Engineer, CELRL-DP

Re: Ohio River Shoreline, Paducah Kentucky Reconstruction
Request

Dear Colonel Beck:

As you are aware the US Army Corps of Engineers, Louisville District (USACE) in conjunction with the City of Paducah has been pursuing the above reference Project since 1998. As of this date, the Project has been fully vetted through the USACE Civil Works Project protocols including a Feasibility Report (dated April, 2011; Revised September, 2011), receiving the support of a Signed Chief's Report (dated 16 May, 2012) and further legislated and authorized by H.R. 3080, WRRDA 2014, page 174. Please note, approximately 17 years has come and gone during the pursuit of the USACE and Sponsor fulfilling the governmental requirements to qualify the Project for federal funding participation. During this time, the Sponsor has been totally responsible for maintenance of the LFPP to its full capacity, while the authorized Project rehabilitation/reconstruction components identified as part of the Project continue to fail. This failure causes the Sponsor to replace/restore said components at 100% of its cost. Please note that the Sponsor's rehabilitation may or may not align with the preferred authorized methods outlined in the aforementioned documents. Time will not permit the preferred rehabilitation to get these components back on line as the wake of a new flood season is upon us; hence, the purpose of writing and reaching out to you.

At this time I would like to make you aware of my immediate needs, they are as follows:

- Pump Station No. 9: Pump No. 2 has failed and must be rebuilt in-kind. Pump No. 1 has excessive vibration and is considered marginal at best. Therefore, given Pump Station's No. 9 current configuration and fast approaching high water season, it is my recommendation to pursue rebuilding/rehabilitating both Pump Station No. 9 pumps 1 & 2 "In-Kind" in lieu of replacing them with dry well submersible pumps as previously authorized.

Colonel Christopher G. Beck, P.E.
9 September 2015
Page 2 of 2

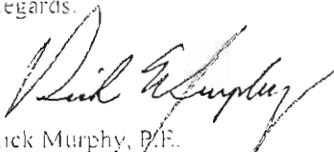
- Permit the Sponsor to receive "Authorized Project In-Kind Credit" for all expenses it will incur to remove, restore, rehabilitate, replace and/or reconstruct any/all flap gates stated within the subject LFPP's aforementioned authorization documents. This portion of the Project is characterized as "Priority No. 2, Flap Gates."
- Permit the Sponsor to receive "Authorized Project In-Kind Credit" for all expenses it will incur to permanently seal eight of the LFPP's 47 movable closures that have become obsolete to commercial use and access to the Ohio River. This portion of the Project is also described within the subject LFPP's aforementioned authorization documents and has been characterized as "Priority No. 3, Seal Closures."

Notwithstanding, given the USACE and Sponsor have executed a PED Agreement for the Project's overall design and has yet to execute a Project Partnership Agreement, (PPA), the Sponsor is burdened for 100% of the repairs, restorations, rehabilitations, replacements and/or reconstruction to ANY/ALL previously authorized components of the Project. As of this date, the Sponsor does not receive the aforementioned credits as the execution of a PPA has not occurred, rendering the Sponsor's efforts ineligible by the government. It is also my understanding, that it may be possible for the Sponsor to receive "Project In-Kind Credit" provided an authorized Memorandum of Understanding, (MOU) that may be executed between the USACE and Sponsor.

Therefore, at this time the City of Paducah/Sponsor is making a formal appeal and request to the USACE Louisville District to immediately pursue an appropriate MOU that would in fact allow the Sponsor to receive "In-Kind Credit" for those items listed in the bulleted points above as well as any additional Project authorized component failures integral to the Project that may fail prior the USACE and Sponsor having the opportunity to execute a PPA.

Your assistance and response to this formal request is greatly appreciated. In the event that you or members of your team may have any questions regarding this request, please do not hesitate to contact me at the telephone number listed above or my cell phone, (270) 994-7396.

Regards,



Rick Murphy, P.E.
City Engineer & Public Works Director

C Jeff Pederson, City Manager, via email
Honorable Gayle Kaler, Mayor, via email
John R. Bock, P.E., USACE, LRL Chief, Engineering Division, via email
Michael Moore, USACE, LRL, Project Manager, via email
Richard G. Kaser, Brigadier General, U.S. Army, via email
Jennifer A. Greer, USACE Headquarters, Chief, Future Directions Branch, via email

MUNICIPAL ORDER NO. 1861

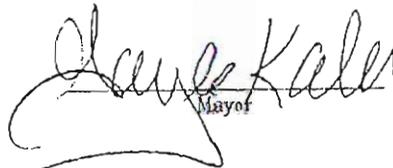
ADOPTED

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF
THE ARMY AND THE CITY OF PADUCAH FOR WORK PROVIDED OR
PERFORMED PRIOR TO EXECUTION OF A PROJECT PARTNERSHIP
AGREEMENT FOR THE OHIO RIVER SHORELINE, PADUCAH, KENTUCKY

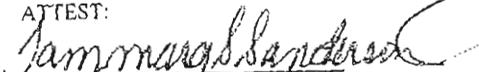
BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to
execute a Memorandum of Understanding between the Department of the Army,
represented by the U.S. Army Engineer, Louisville District and the City of Paducah for
work provided or performed prior to execution of a Project Partnership Agreement for
Ohio River Shoreline, Paducah, Kentucky.

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


Mayor

ATTEST:


Tammaru S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 22, 2015
Recorded by Tammaru S. Brock, City Clerk, September 22, 2015
mo\MOU-Ohio River Shoreline

CERTIFICATION SHARON M. BOND, IN-KIND MEMORANDUM
OF UNDERSTANDING DESIGNEE

Memorandum Of Understanding (Attached Hereto), Ohio River
Shoreline, Paducah, Kentucky, Reconstruction Project

The subject Memorandum of Understanding has been fully reviewed,
and is hereby approved.

Dated this 28th day of September, 2015.

**BOND.SHARON.M.
1230586213**

Digitally signed by
BOND.SHARON.M.1230586213
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=BOND SHARON.M.1230586213
Date: 2015.09.28 12:38:43 -0400

Sharon M. Bond, Chief, Planning Branch,
Planning, Programs, and Project
Management Division, United States Army
Engineer District, Louisville

Agenda Action Form Paducah City Commission

Meeting Date: November 24, 2015

Short Title: Appropriation of Funds for 911 Wireless Communications Consultant

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Kyle, Brandon Barnhill

Presentation By: Brandon Barnhill

Background Information:

In 2013, the city commission and fiscal court commissioned a review of E-911 operations. As a result of the report, recommendations were made to establish a capital plan for replacement of equipment. Part of that plan would be identifying replacement equipment for the current equipment that has reached end of life. The Paducah/McCracken County Emergency Communications Board commissioned an RFQ/RFP for a Public Safety/Wireless Communications Consultant. The contracted services with the Public Safety/Wireless Communications Consultant will be for planning, design, and implementation assistance in the replacement of the current 911 system infrastructure, including a public safety radio/wireless communication system, a 911 telephony system, and computer-aided dispatch systems. The result of the review of the RFQ/RFP's submitted was the identification and recommendation of Federal Engineering, Inc., as the consultant to be contracted. The Paducah/McCracken County Emergency Communications Board requests that the City Commission authorize funds for its portion of the contract.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: General Fund, Unreserved Fund Balance
Account Number:

Finance

Staff Recommendation:

Accept the recommendation of the Paducah/ McCracken County E-911 Board and provide funding for the engagement of the wireless communications consultant.

Attachments:

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

**Agenda Action Form
Paducah City Commission**

Meeting Date: December 1, 2015

Short Title: 432 Broadway Demolition – Change Order #1

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Ervin, Greg Cherry, Sheryl Chino

Presentation By: Steve Ervin

Background Information:

On July 21, 2015 the City Commission adopted an ordinance (2015-7-8277) accepting the bid of Environmental Abatement, Inc. in the amount of \$458,685.00 for the demolition of the condemned/unsafe structure at 432 Broadway. After EAI was mobilized and starting initial demolition, it was discovered that the existing steel column that supports both the Varney and O'Leary buildings would not support the weight of Varney's exterior wall once 432 Broadway (Varney Building) was demolished. Staff procured the services of Adam Bohnhoff with Civil Design Inc. to engineer both temporary shoring of the Varney Building and permanent stabilization of the Varney building from the exterior of the west wall. This permanent stabilization will include the construction of an 18' masonry wall adjacent to the Varney Building. Additionally, the existing steel columns underneath the steel beam will be reinforced to stabilize the exterior wall of the Varney building. This work is being done so that further deterioration within the block will not occur.

Staff is currently preparing bid documents for the construction of the masonry wall (contract 3). Bids for the steel reinforcement work (contract 2) were opened on Nov. 20, 2015.

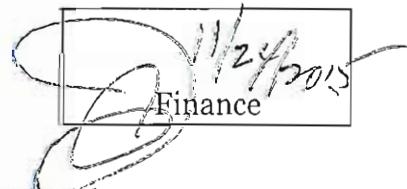
The City of Paducah has applied for a \$500,000.00 CDBG to offset the costs of the demolition/stabilization costs. A \$125,000 match was required for total project costs of \$625,000.00. We anticipate an announcement from the state within the next week.

EAI, Inc. has submitted a change order request regarding the 432 Broadway Demolition project in the amount of \$20,933.00. The Change Order is related to remobilization of the equipment and includes the following:

- Increase rental charge for barricades, fence, toilets, and road plates;
- Remobilization of equipment and personnel;
- Property Survey;
- Permanent Shoring Evaluation cost between EAI, Inc. & Associated Engineers; and,
- Increased contract time of 103 Calendar Days.

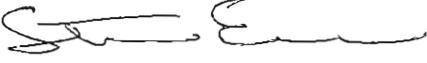
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
 Account Number:
 Project Number: *DT-0034*


Finance

Staff Recommendation: Authorize the mayor to execute Change Order #1.

Attachments: Request for approval of Change Order #1 from EAI, Inc.

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

ORDINANCE 2015-12-_____

AN ORDINANCE APPROVING CHANGE ORDER NO. 1 WITH ENVIRONMENTAL ABATEMENT, INC. FOR DEMOLITION OF A CONDEMNED/UNSAFE STRUCTURE LOCATED AT 432 BROADWAY IN THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE APPROVED CHANGE ORDER

WHEREAS, the City approved Ordinance No. 2015-7-8277 to enter into a contract with Environmental Abatement, Inc., (EAI, Inc.) in the amount of \$458,685.00 for the demolition of a condemned/unsafe structure located at 432 Broadway; and

WHEREAS, Environmental Abatement, Inc., has submitted a change order request in the amount of \$20,933.00, for increase rental charge for barricades, fence, toilets, and road plates; remobilization of equipment and personnel; property survey; permanent shoring evaluation cost between EAI, Inc., & Associated Engineers; and increased contract time of 103 calendar days; and

WHEREAS, it is necessary for the City to approve Change Order No. 1 and authorize the Mayor to execute said document.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves Change Order No. 1 for an increase in the amount of \$20,933.00 with Environmental Abatement, Inc., for various changes necessary to complete the demolition of the condemned/unsafe structure located at 432 Broadway and to extend the completion date to February 26, 2016, therefore, increasing the total cost to \$479,618.00.

SECTION 2. The Mayor of the City of Paducah is hereby authorized to execute Change Order No. 1 approved in Section 1 above.

SECTION 3. Expenditures for this project will be processed through Project Account DT0034.

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, December 1, 2015

Adopted by the Board of Commissioners, December 8, 2015

Recorded by Tammara S. Sanderson, City Clerk, December 8, 2015

Published by The Paducah Sun, _____

\\ord\insp\chgord 1-432 Broadway

CITY OF PADUCAH
Department of Planning
CHANGE ORDER

CHANGE ORDER NO: 1
DATE: December 23, 2015
NAME OF PROJECT: 432 Broadway Demolition
OWNER: City of Paducah, Kentucky
VENDOR: Environmental Abatement, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS	<u>\$20,933.00</u>
DEDUCTIONS	<u>\$</u>

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY:	<u>\$20,933.00</u>
ORIGINAL CONTRACT PRICE:	<u>\$458,685.00</u>
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	<u>\$458,685.00</u>
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE:	<u>\$479,618.00</u>
INCREASED CONTRACT TIME	<u>103 DAYS</u>

APPROVALS REQUIRED:

VENDOR _____

Director of Planning

DATE _____
1/23/15
DATE

MAYOR: _____

DATE _____



MEMORANDUM

To: Sheryl Chino
From: Ed Craft
CC: Kathy Gore
Date: 10/26/2015
Re: *Change Request #1; De-mobilization/Re-mobilization, Additional Rental & Survey for – 432 Broadway Building (City of Paducah) – Paducah, Kentucky - REVISED*

Provided is the associated cost REVISION for Change Request #1 as referenced. The following provides breakdown for the additional services/costs to be incurred or that has been incurred on the project.

❖ Rental Charges for Barricades, Fence, Toilets & Road Plates	(\$5,415.00/Month)
Additional Costs Two months	\$10,833.00
❖ De-mobilization/Re-mobilization:	
○ EAI Equipment/Personnel	\$ 5,685.00
○ Rental Equipment	\$ 900.00
❖ Property Survey	\$ 1,950.00
❖ <i>Permanent Shoring Evaluation – Associated Engineers</i>	\$ 1,565.00
❖ TOTAL CHANGE REQUEST #1	\$20,933.00

EAI de-mobilized all rental equipment from the site in order to minimize monthly rental fees; however the traffic control/security remains on the site. EAI anticipates a completion date of February 26, 2016 – by this change order we are requesting an extension of 103 Calendar Days.

Thank you Sheryl and let me know if you have any questions and when approved.

Ed Craft

**Agenda Action Form
Paducah City Commission**

Meeting Date: 1 December 2015

Short Title: 432 Broadway Demolition – Contract 2, Steel Reinforcing of 430 Broadway

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Sheryl Chino, Steve Ervin

Presentation By: Steve Ervin

Background Information: As part of the permanent stabilization work of adjacent structures (430 Broadway) associated with the Demolition of 432 Broadway, staff recently solicited bids for Contract 2 – Steel Reinforcing work. Contract 2 will reinforce the existing steel columns underneath the steel beam to stabilize the exterior wall of 430 Broadway building. This work is being done so that further deterioration within the block will not occur.

All work performed will comply with current City codes and regulations and all Community Development Block Grant guidelines (CDBG).

Bids:

In full compliance with the City's procurement policies, staff solicited sealed bids through an advertisement in the Paducah Sun on October 29, 2015. Based on the scope of work, staff anticipated the contractor's bids to total somewhere in the neighborhood of \$21,000. Bids were opened at 3:30 PM on Friday, November 20, 2015 with the following results:

Contract 2 – Steel Reinforcing contract for 430/432 Broadway

1. Darnell Steel and construction, LLC \$19,750.00

Staff reviewed each bid in order to determine the most qualified contractor based on CDBG procurement requirements. The City must award the contract to the lowest responsible and responsive bidder if the bid is within the budgeted amount. To be responsive, the bidder must have submitted all required CDBG required documentation including; Prevailing Wage Certification, Equal Employment Opportunity Certification, Section 3 Certification, Bid Form and Bid Bond.

However, due to the fact that the city received only one bid, the CDBG program requires the city to submit a request for approval of sole source procurement or rebid the contract. The CDBG procurement policy states: A contract may be awarded by noncompetitive negotiation only when the award is infeasible under small purchase procedures, competitive sealed bids, or competitive negotiations and one of the following circumstances applies:

1. There is some public emergency that will not permit delay resulting from competitive solicitation (the grantee must declare an emergency as authorized by law); or
2. The results of the competitive negotiations are inadequate; or
3. The product or service is available only from a single source.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

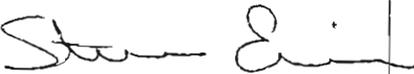
Funds Available:

Account Name: 432 Broadway
 Account Number: 04088275362307
 Project Number: DT-0034

Finance Director

Staff Recommendations: Staff recommends the Steel Reinforcing Contract – Contract 2 be conditionally awarded to Darnell Steel and Construction, LLC for 19,750.00. The contract will be awarded only if the sole source procurement process is approved by the CDBG program.

Attachments:

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

ORDINANCE NO. 2015- _____

AN ORDINANCE CONDITIONALLY AUTHORIZING THE NON COMPETITIVE NEGOTIATED AWARD FOR THE STEEL REINFORCING CONTRACT FOR 430/432 BROADWAY, PADUCAH, KENTUCKY, WITH DARNELL STEEL AND CONSTRUCTION, LLC, IN AN AMOUNT NOT TO EXCEED \$19,750.00 PURSUANT TO KRS 45A.375 AND AUTHORIZING THE MAYOR TO EXECUTE THE AFORESAID CONTRACT UPON APPROVAL BY THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the City requested sealed competitive bids for Contract 2 – Steel Reinforcing work, which will reinforce the existing steel columns underneath the steel beam to stabilize the exterior wall of 430 Broadway in Paducah, the building adjacent to and associated with the demolition of 432 Broadway in Paducah (the “Project”); and

WHEREAS, funding for the Project is being obtained in part from the Community Development Block Grant program (the “CDBG”); and

WHEREAS, on November 20, 2015, the City received only one (1) responsive and responsible bid for the Project from Darnell Steel and Construction, LLC, with a bid amount of \$19,750.00 for the Project; and

WHEREAS, based on staff recommendations, the City Manager has determined in writing that competition is not feasible and there is only a single source within a reasonable geographical area of the service to be procured, and that the best interest of the City will not permit the delay attendant to a resolicitation, therefore, it is recommended that a noncompetitive award may be made with the sole bidder in accordance with KRS 45A.375; provided, however, the award is approved by the CDBG; and

WHEREAS, pursuant to Section 2-666 of the *Paducah Code of Ordinances*, the City is required to comply with any procurement requirements imposed by an agency from which the City may receive funds, including but not limited to state and federal agencies; and

WHEREAS, the CDBG guidelines require special approval for a sole source procurement.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the City of Paducah, as follows:

SECTION 1. That the City of Paducah conditionally accept the bid of Darnell Steel and Construction, LLC, with a bid amount of \$19,750.00 for the Project; provided, however, the award is approved by the CDBG in accordance with the CDBG guidelines, said bid being in

substantial compliance with the bid specifications and advertisement for bids, and as contained in the bid of Darnell Steel and Construction, LLC, of November 20, 2015.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Darnell Steel and Construction, LLC, as set out in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid, PROVIDED, HOWEVER, THE AWARD IS APPROVED BY THE CDBG PROGRAM.

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:

City Clerk

Introduced by the Board of Commissioners, _____, 2015

Adopted by the Board of Commissioners, _____, 2015

Recorded by City Clerk, _____, 2015

Published by *The Paducah Sun*, _____, 2015

Agenda Action Form Paducah City Commission

Meeting Date: December 1, 2015

Short Title: Purchase of One (1) 2016 Ford F 250 4x4 to be used by the Parks Department

Ordinance Emergency Municipal Order Resolution Motion

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

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

Background Information:

On October 29, 2015, sealed written bids were opened for the purchase of one (1) 4x4 ¾ Ton Pickup to be used by the Parks Department. Three bids total were received. They were Paducah Ford \$28,948.00; Linwood Motors \$30,621.00; and Larry Stovesand Buick GMC \$33,726.00. The delivery time on the Pickup will be 151 days after contract execution. This will replace a 2005 F250, unit #310, which is in the fleet plan.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

ADU 11/23/15
Finance

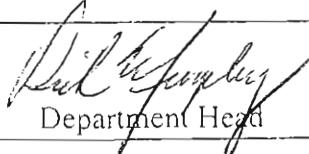
Account Number: 071-0210-542-4005

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 one (1) 2016 Ford F250 ¾ Ton 4x4 Pickup for use by the Parks Department in the total amount of \$28,948.00.

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

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

ORDINANCE NO. 2015-12-_____

AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) FORD 4X4 ¾ TON FOUR DOOR PICKUP TRUCK TO BE USED BY THE PARKS SERVICES DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the **bid** of Paducah Ford, in the amount of \$28,948.00, for sale to the City of one (1) Ford 4X4 ¾ ton four door pickup truck, for use by the Parks Services Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Paducah Ford, of October 29, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Paducah Ford, for the purchase of one (1) 4X4 ¾ ton 4 door 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 account, Fleet Lease Trust Fund.

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, December 1, 2015
Adopted by the Board of Commissioners, December 8, 2015
Recorded by Tammara S. Sanderson, City Clerk, December 8, 2015
Published by The Paducah Sun, _____
\\ord\pworks\truck-4 door 4 wheel drive

CITY OF PADUCAH
ENGINEERING-PUBLIC WORKS DEPARTMENT

(1) 3/4 Ton 4x4 Pickup
LOWEST EVALUATED BID
BID OPENING: 2:00 p.m. CST - Oct. 29, 2015

OFFICIAL BIDDER OF RECORD	Linwood Motors	Paducah Ford	Larry Stovesand Buick GMC
Contact: Mailing Address:	Phillip Morris 3345 Park Ave Paducah Ky 42001 270 444-6901	Jeremy McNutt 3476 Park Ave Paducah Ky 42001 270 444-0011	Chris Thompson 3300 Park Ave Paducah Ky 42001 270 442-2700
(1) 3/4 Ton 4x4 Pickup	<u>\$30,621.00</u>	<u>\$28,948.00</u>	<u>\$33,726.00</u>

Delivery Time	100 days	151 days	90 days
Manufacturer	Dodge	Ford	GMC

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	YES	YES	YES
2. Manufacturer's Specifications	YES	YES	YES
3. Warranty Information	YES	YES	YES
4. Deviations with Information	NONE	NONE	NONE
6. Kentucky State Bidders	YES	YES	YES

Responsive & Responsible Bidder:	YES	YES	YES
Evaluation Score:	959.445	979.8	907.895
BID RECOMMENDED FOR ACCEPTANCE	NO	YES	NO

Agenda Action Form Paducah City Commission

Meeting Date: December 1, 2015

Short Title: Purchase of Two (2) 2016 Dodge Chargers SSV Vehicles for use by the Fire Prevention 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 October 29, 2015, sealed written bids were opened for the purchase of two (2) 2016 Dodge Charger SSV Vehicles to be used by the Fire Prevention Division of the Fire Department. Two bids total were received. They were Linwood Motors \$53,146.00 total; and Paducah Ford \$54,606.00 total. The delivery time on the Chargers will be 100 days after contract execution. These will replace a 2001 Ford Taurus - unit #533 (that was totaled in an accident), and a 2006 Ford Taurus - unit #534 (both 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

RM 11/23/15
Finance

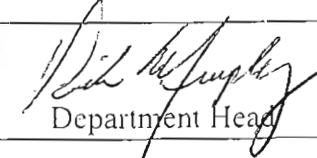
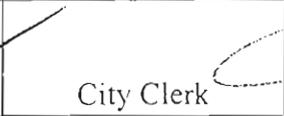
Account Number: 071-0210-542-4005

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 two (2) 2016 Dodge Charger SSV vehicles for use by the Fire Prevention Division of the Fire Department in the total amount of \$53,146.00.

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

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

ORDINANCE NO. 2015-12-_____

AN ORDINANCE ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF TWO (2) 2016 DODGE CHARGER SSV VEHICLES FOR USE BY THE FIRE PREVENTION DIVISION OF THE PADUCAH FIRE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Linwood Motors in the total amount of \$53,146.00, for two (2) 2016 Dodge Charger SSV vehicles for use by the Fire Prevention Division of the Paducah Fire Department, said bid being in substantial compliance with bid specifications, as contained in the bid of Linwood Motors on October 29, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors for the purchase of two (2) 2016 Dodge Charger SSV vehicles, authorized in Section 1 above, according to the specifications, bid proposal, addendum and all contract documents heretofore approved and incorporated in the bid.

SECTION 4. This purchase shall be charged to the Rolling Stock/Vehicles-Fleet Lease Trust Fund Account.

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, December 1, 2015
Adopted by the Board of Commissioners, December 8, 2015
Recorded by Tammara S. Sanderson, City Clerk, December 8, 2015
Published by The Paducah Sun, _____

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT to PURCHASE TWO (2) RED 4 DOOR SEDAN VEHICLES
w/FACTORY POLICE PACKAGES
for use by the
FIRE PREVENTION DIVISION

THIS AGREEMENT, made this _____ day of _____, 2014 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 **Two (2) Red 4 Door Sedan Vehicles w/Factory Police Packages** to be used by the **Fire Prevention Division** in full compliance with the Bid Proposal Dated October 29, 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 Vehicles within 100 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 One Hundred Forty-Six Dollars (\$53,146.00)** 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

CITY OF PADUCAH
ENGINEERING-PUBLIC WORKS DEPARTMENT

(2) Red 4 Door Sedans-Fire Prevention
LOWEST EVALUATED BID
BID OPENING: 2:00 p.m. CST - Oct. 29, 2015

OFFICIAL BIDDER OF RECORD	Linwood Motors	Paducah Ford	
Contact: Mailing Address:	Phillip Morris 3345 Park Ave Paducah Ky 42001 270 444-6901	Jeremy McNutt 3476 Park Ave Paducah Ky 42001 270 444-0011	
(2) Red 4 Door Sedans w/ Police Pkg	<u>\$53,146.00</u>	<u>\$54,606.00</u>	

Delivery Time	100 days	151 days	
Manufacturer	Dodge	Ford	

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	YES	YES	
2. Manufacturer's Specifications	YES	YES	
3. Warranty Information	YES	YES	
4. Deviations with Information	NONE	NONE	
6. Kentucky State Bidders	YES	YES	

Responsive & Responsible Bidder:	YES	YES	
Evaluation Score:	1000	972.39	
BID RECOMMENDED FOR ACCEPTANCE	YES	NO	