



CITY COMMISSION MEETING
AGENDA FOR DECEMBER 8, 2015
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE - John Holtgrewe, Tilghman Junior

ADDITIONS/DELETIONS

- PRESENTATIONS:**
- 1) Christmas Parade Winners – M. TOMASALLO
 - 2) Mayor's Student Christmas Ornament Contest Winners
 - 3) Aquatics Facility – Paducah Swim Team

	I.	<u>MINUTES</u>
	II.	<u>RESOLUTION</u>
		A. Support of Second AQS Quilt Show Beginning in Fall 2017
	III.	<u>APPOINTMENTS</u>
		A. Board of Civil Service Commissioners
		B. Barkley Regional Airport Commission
	IV.	<u>MOTION</u>
		A. R & F Documents
	V.	<u>MUNICIPAL ORDER</u>
		A. Personnel Actions
		B. Declaration and Sale of Property Located at 228 South 17 th Street – S. ERVIN
	VI.	<u>ORDINANCES – ADOPTION</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

	VII.	<u>ORDINANCE - INTRODUCTION</u>
		A. Audit Proposal Acceptance for Paducah Power System – J. PERKINS
		B. Purchase Vehicles for Police Department – R. MURPHY
		C. Acceptance of Fuel Bid – R. MURPHY
		D. Authorize Supplemental Agreement No. 1 with Kentucky Transportation Cabinet, Dept. of Highways for the Riverfront Redevelopment Project Phase 1-B – R. MURPHY
		E. Accept Bid to Purchase Mobile Surveillance Camera System for the Paducah Police Department – POLICE CHIEF BARNHILL
	VIII.	<u>CITY MANAGER REPORT</u>
	IX.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	X.	<u>PUBLIC COMMENTS</u>
	XI.	<u>EXECUTIVE SESSION</u>

Paducah Natatorium Proposal

History: In September of 2015 Paducah Natatorium Committee traveled to Frisco, Texas to view Ford Aquatics. Ford Aquatics was finished in 2014 and is a swimming training facility built for swim instruction, swim health programs, rehabilitation and competitive swimming. It is efficiently constructed to serve various sectors of the community and would sufficiently meet the needs of the community of Paducah. Dan McCullough is the owner of this for-profit facility and the former employer of Chris Rowe, formerly ranked in the top 20 swimmers in the world, has recently relocated to Paducah to head the Paducah Swim Team. The Paducah Swim Team (PST) board and Coach Row share a vision to build an aquatic center in Paducah, KY that could serve the community of Paducah as well as several surrounding counties and extreme southern Illinois.

The proposed Natatorium would consist of a 30,000 sq. ft. building with two swimming pools. One pool would be a 50-meter pool six feet deep for competitive swim, exercise, and tri-athlete training and competition. The second pool would be a 25-meter pool that would serve as a lesson pool and rehabilitation and therapy pool. The second pool would be shallow at just 4 feet deep and it would be kept at a warmer temperature to meet the needs of patients and students.

The building would be metal with proposed doors similar to garage doors for summer circulation. There would be locker rooms, concession stand, office space and bleacher seating. A 250-car parking lot would be added for meets.

There is no long course pool in Region One in Kentucky. This leaves swimmers no place to practice without traveling to Missouri or Illinois. This competitive pool could be divided horizontally to encompass two meet pools as 25 meters during short course season. Therefore it could serve as a host for long course and short course USA swims as well as KHSAA swim events.

Monthly costs in Texas are as follows:

Gas and electric: 47,000/month

Chemicals: \$1400/month

Water: \$2000/month

Internet/phone: \$300/month

Sewage: \$200/month

Possible incomes include monthly lane rental fees, membership fees, swim meets, swim lessons fees, rent to rehab facility, water aerobics, master classes, and possible swim instruction for school programs.

The proposed property behind the amphitheater formerly known as Anna Baumer Field allows easy access to the Greenway Trail and Noble Park. Plans for construction costs include private donors and local foundations as well as state funds.

Shiraz Patel is currently the PST Board Chairman and Chris Rowe is currently the PST head coach. Jackie Smith, Melanie Patel, and Christen James serve on Fund raising committee. Crystal and David Hutcheson will also be involved in the fundraising and planning of this project.

We would like to ask the City of Paducah to work with PST to create a development agreement for the Natatorium using the proposed piece of land for this project.

Agenda Action Form Paducah City Commission

Meeting Date: Dec 8, 2015

Short Title: A Resolution supporting the creation of a second annual quilt show and support for increased funding by the city.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Pederson
Presentation By: Pederson

Background Information:

For at least the past five years, the AQS has discussed with the city the possibility of creating an additional quilt show to be held in Paducah. In part due to the successful launching of the Holiday Inn project, in the past six months those conversation have become more specific and frequent as to the details of what might be required to make a second show here possible. It is clear the success of the current spring show is no small measure due to city's current and consistent financial assistance with marketing the show. In order to attract and secure the second show, that same effort will have to be made.

History – In July 2007, the city verbally committed to a cash incentive of \$25,000 for the spring 2008 AQS Show. Other local agencies had also committed funds at that time, namely those were the CVB, the county and the CCC. The process of the city contributing to the spring show has repeated through the current year.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

12/4/2015
Finance

Staff Recommendation:

Approve

Attachments:

 Department Head	City Clerk	City Manager
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RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, SUPPORTING ADDITIONAL FUNDING FOR A SECOND ANNUAL AMERICAN QUILT SOCIETY QUILT SHOW TO BE HELD IN PADUCAH COMMENCING IN 2017

WHEREAS, the annual American Quilters Society (AQS) spring quilt show has a positive impact on Paducah. In excess of 30,000 visitors flood Paducah every April. The show has created Paducah's reputation as "Quilt City USA". There is a strong impact on the city's hospitality industry; and

WHEREAS, the City of Paducah has strongly supported the American Quilter's Society (AQS) annual spring quilt show since its inception; and

WHEREAS, the City of Paducah has consistently committed \$25,000 annually to the AQS for the purpose of marketing the show. That funding has been provided through an annual *Contract for Services* with the Paducah-McCracken County Convention & Visitors Bureau for the purpose of insuring an annual spring AQS Show is held in Paducah; and

WHEREAS, the American Quilter's Society has expressed its desire and intent to conduct a second annual show beginning in September of 2017 and running at least through September of 2019; and

WHEREAS, the City of Paducah has been requested to increase its annual funding for the AQS show by the amount of \$25,000 per year to be used for marketing to support the creation of the second annual show; and

WHEREAS, in recognition of the projected economic benefit to the community from a second annual quilt show, the Board of Commissioners of the City of Paducah wishes to support the second show through an increased payment.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor and Board of Commissions does hereby express its support for a second annual Quilt Show in Paducah in the aforementioned years, and further expresses the intent of the City of Paducah to provide the requested additional annual funding of \$25,000 to the Paducah-McCracken County Convention and Visitor's Bureau through the City's annual budget process.

SECTION 2. This Resolution shall be in full force and effect from and after its adoption.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners December 8, 2015
Recorded by Tammara S. Sanderson, City Clerk, December 8, 2015
\resol\funding-aqs 2nd show

December 8, 2015

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

DOCUMENTS

1. Deed with William C. and Vickie Robertson for 427 North 6th Street (MO # 1873)
2. Memorandum of Agreement with the Commonwealth of Kentucky Department for Local Government for the Renaissance on Main Paducah Streetscape Enhancement Project (ORD # 2015-11-8324)
3. Barkley Regional Airport Authority Financial Statements for Years Ended June 30, 2015 & 2014
4. City of Paducah Request for Proposals for Professional Auditing Services for the Electric Plant Board of Paducah

BIDS FOR Engineering-Public Works Department
Fuel Contract for FY 2016-17

1. JSC Terminal dba Midwest Terminal *

Ten (10) Police Pursuit Rated SUV's

1. Linwood Motors
2. Paducah Ford *

BIDS FOR Planning Department
Sale of 228 South 17th Street

1. Brad Arterburn *

BIDS FOR Police Department
Mobile Surveillance Camera System

1. Netvision 360 Group *

*Denotes Recommended Bid

CITY OF PADUCAH
December 8, 2015

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

City Manager's Signature

Date

CRAFT

CITY OF PADUCAH
PERSONNEL ACTIONS
December 8, 2015

DRAFT

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>EPW - STREET</u> Sachs, Jason E	Equipment Operator \$18.76/Hr	EPW Street Supervisor \$21.50/Hr	NCS	Ex	December 10, 2015
<u>POLICE - SUPPORT SRVCS</u> Travis, Amy P	Evidence Tech II \$16.14/Hr	Records Manager \$18.75/Hr	NCS	Ex	December 10, 2015

**Agenda Action Form
Paducah City Commission**

Meeting Date: ~~Nov-24~~, 2015
Dec-8

Short Title: Declaration and Sale of Surplus Property at 228 South 17th St.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Nancy Upchurch
Presentation By: Steve Ervin

Background Information:

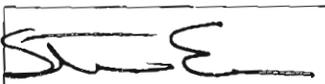
Should the commission accept this bid, this action would declare the lot at 228 South 17th Street surplus property, owned by the City of Paducah and authorize the sale of the lot to Mr. Brad Arterburn for \$5. The Planning Department advertised the property in the Paducah Sun on Sunday July 26, 2015 and placed a sign on the lots requesting sealed bids. The deadline to submit a bid was August 10, 2015 at 9 AM. No bids were received by the deadline. On Nov. 12, 2015 Brad Arterburn submitted a bid to purchase the lot for \$5. He has no immediate plans form improvements. He will maintain the property. (For additional information please refer to the attachment)

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

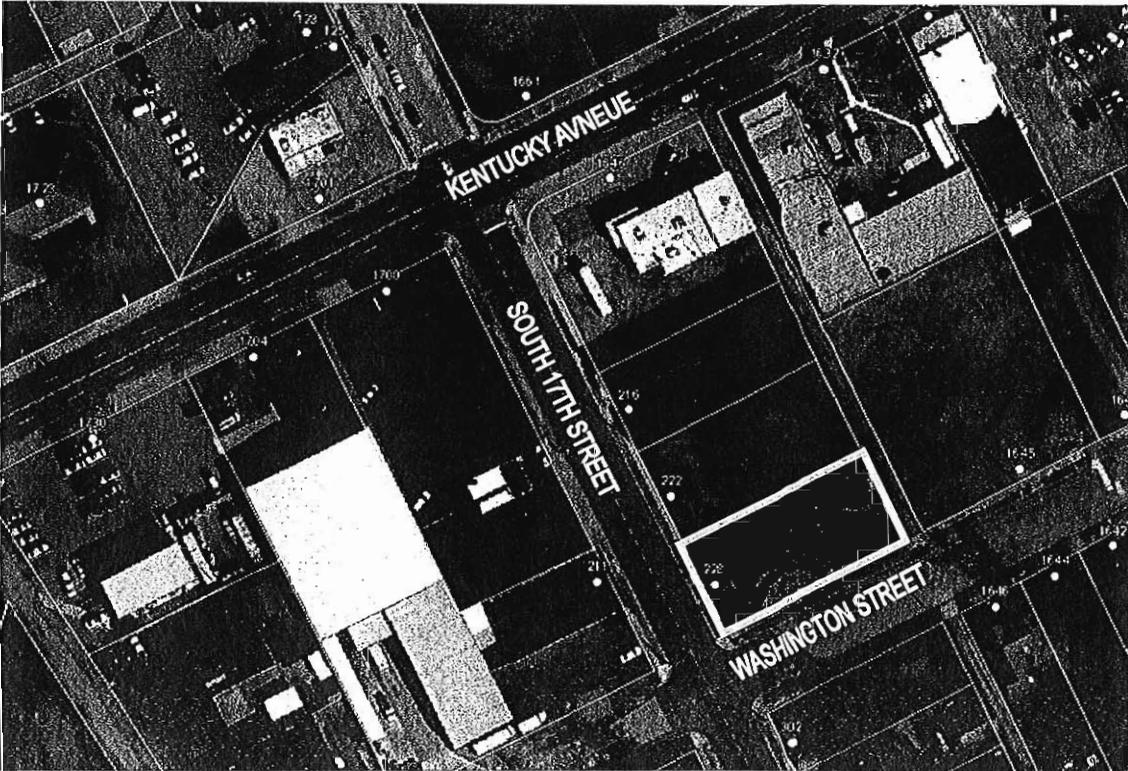
Attachments: Additional supporting documentation to meet requirements Sec. 2-668 of the Paducah Code of Ordinances.

 Department Head	City Clerk	 City Manager
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Sec. 2-668. Disposition of surplus or excess property.

1. Description of property: 228 South 17th Street

This lot is a corner lot located at the intersection of South 17th and Washington Streets just one block off Kentucky Avenue. It is zoned B-3. The lot measures approximately 75 X 150 feet.



2. Its intended use at the time of acquisition:

This lot was acquired by the City of Paducah by Commissioner's Deed recorded in Deed Book 1262 1Page 250 on Sept. 5, 2013. The City did not have a specific use for the property at the time of the acquisition.

3. The reason why it is in the best interest of the City to dispose of the item:

This lot is on the list of properties staff deemed as surplus. The City of Paducah purchased the property and demolished the structure. It is in the best interest of the City of Paducah to transfer surplus properties to responsible owners thus saving the city the cost of maintaining them.

4. The method of disposition to be used:

An ad was placed in the Paducah Sun requesting bids for this property on Sunday, July 26, 2015 and a sign was placed on the lot requesting bids to purchase the property. No bids were received. Section 2-654 (4) c. of the City of Paducah Code of Ordinances authorizes competitive negotiations after an invitation for bids has been made in accordance with Section 2-544 (a) through (g) of this article and no bids have been received from responsive and responsible bidder. A bid was received on November 12, 2015 offering \$5 for the lot. Mr. Arterburn states that he has no immediate plans for improvements to the lot other than keeping it mowed.



Steve Ervin,
Director Planning Department



Jeff Pederson,
City Manager

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF BRAD ARTERBURN IN THE AMOUNT OF \$5 FOR PURCHASE OF REAL PROPERTY LOCATED AT 228 SOUTH 17TH STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED FOR SAME

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for property located at 228 South 17th Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on July 26, 2015 and the deadline to submit a bid was August 10, 2015; and

WHEREAS, the City did not receive any bids by the deadline; and

WHEREAS, on November 12, 2015, Brad Arterburn submitted a bid to purchase the property at 228 South 17th Street for \$5 and has no plans for improvements to the property but will maintain the property; and

WHEREAS, the City desires to accept the offer of Mr. Arterburn.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the proposal of Brad Arterburn in the amount of \$5 for the purchase of real property located at 228 South 17th Street.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 8, 2015
Recorded by Tammara S. Sanderson, City Clerk, December 8, 2015
'mo\prop sale-228 S 17th

**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.

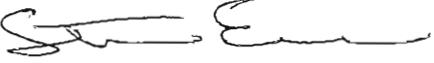
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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
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**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

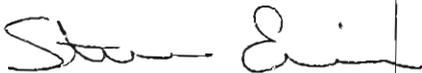
Funds Available:

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
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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

AD 11/23/15
Finance

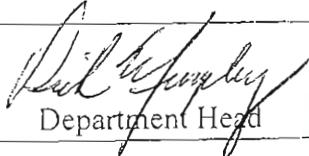
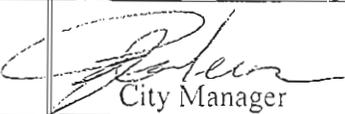
Account Number: 071-0210-542-4005

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
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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

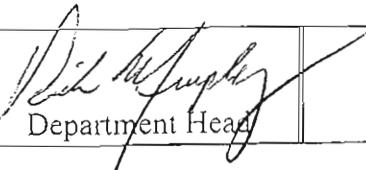
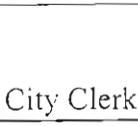
Account Number: 071-0210-542-4005

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
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Agenda Action Form Paducah City Commission

Meeting Date: 12-08-2015

Short Title: **Paducah Power System Annual Financial Audit – FY2016-FY2019**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Dave Carroll & Jonathan Perkins
Presentation By: Jonathan Perkins

Background Information:

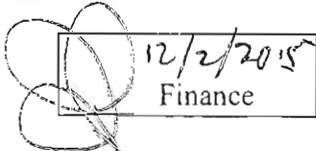
The Little TVA Act provides that an annual audit **shall** be made of the operations of the Electric Plant Board (Paducah Power System – PPS). The Act specifically provides that the City Commission shall select the auditor. Kentucky Revised Statute 96.840 further specifically provides that the audit shall constitute an operating expense of the Electric Plant Board. The independent Certified Public Accounting firm of Williams, Williams and Lentz (WWL) has conducted this audit for the last several years.

PPS staff prepared a request for proposal (RFP) for the audit and advertised in the local paper. The RFP requested that auditing firm's proposal cover the fiscal years 2016 through 2019. Proposals were accepted through October 30, 2015.

Williams, Williams and Lentz, LLP Certified **Public** Accountants submitted a proposal, for all four years in total, that will not exceed \$61,000.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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


Finance

Staff Recommendation: Accept the WWL proposal for fiscal years 2016-2019.

Attachments: Request for proposals (RFP) and the WWL proposal

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015-12-_____

AN ORDINANCE ACCEPTING THE PROPOSAL FOR FINANCIAL AUDITS FOR ELECTRIC PLANT BOARD DBA PADUCAH POWER SYSTEM FOR FISCAL YEARS ENDING JUNE 30, 2016, 2017, 2018, AND 2019, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the proposal of Williams, Williams, & Lentz, LLP Certified Public Accountants for financial audits for Electric Plant Board DBA Paducah Power System for Fiscal Years ending June 30, 2016, 2017, 2018, and 2019 for a total sum not to exceed \$61,000, and authorizing the Mayor to execute all documents relating to same.

SECTION 2. Electric Plant Board DBA Paducah Power System shall pay this expenditure.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, December 8, 2015
Adopted by the Board of Commissioners, December 15, 2015
Recorded by Tammara S. Sanderson, City Clerk, December 15, 2015
Published by The Paducah Sun, _____
\\ord\finance\audit-PPS FY2016-2019

Agenda Action Form Paducah City Commission

Meeting Date: December 8, 2015

Short Title: Purchase of 10 (ten) Police Pursuit Rated SUV's for the Police Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.
Kathy Wyatt, EPW Admin Asst. III
Presentation By: Brandon Barnhill, Police Chief

Background Information:

On November 24, 2015, sealed written bids were opened for the purchase of ten (10) Police Pursuit Rated SUV's to be used by the Police Department. Two bids total were received. They were Paducah Ford \$331,844.00 and Linwood Motors \$352,500.00. The delivery time will be 60 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

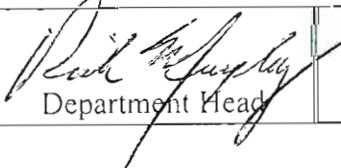
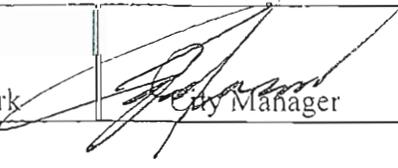
 12/4/2015
Finance

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 (ten) 10 Police Pursuit Rated SUV's for use by the Police Department in the total amount of \$331,844.00.

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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* - Includes unit to replace #963 which was totaled, & 9 units included in Fleet Lease Fund Budget (\$298,000). See 12/4/2015

ORDINANCE NO. 2015-12-_____

AN ORDINANCE ACCEPTING THE BID OF PADUCAH FORD FOR SALE TO THE CITY OF TEN (10) 2016 POLICE PURSUIT RATED SUV'S FOR USE BY THE PADUCAH POLICE 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 total amount of \$331,844.00, for the purchase of ten (10) 2016 Police Pursuit Rated SUV's for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, as contained in the bid of Paducah Ford on November 24, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Paducah Ford for the purchase of SUV's, authorized in Section 1 above, according to the specifications, bid proposal, and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to the Rolling Stock/Vehicles-Fleet Lease Trust Fund Account.

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 8, 2015
Adopted by the Board of Commissioners, December 15, 2015
Recorded by Tammara S. Sanderson, City Clerk, December 15, 2015
Published by The Paducah Sun, _____
\\ord\pworks\vehicles - police-paducah ford 12-2015

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE TEN (10) POLICE
PURSUIT RATED SUV'S

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, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **TEN (10) POLICE PURSUIT RATED SUV'S** to be used by the **Paducah Police Department** in full compliance with the Bid Proposal Dated **November 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 **60** 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: Three Hundred Thirty-One Thousand Eight Hundred Forty-Four Dollars (**\$331,844.00**) 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

CITY OF PADUCAH
ENGINEERING-PUBLIC WORKS DEPARTMENT

Ten (10) Police Pursuit Rated SUV's

LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST - Nov 24, 2015

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Phillip Morris 3345 Park Ave Paducah Ky 42001 270 444-6901	Paducah Ford Jeremy McNutt 3476 Park Ave Paducah Ky 42001 270 444-0011	
Ten (10) Police Pursuit Rated SUV's with Factory Police Package	<u>\$352,500.00</u>	<u>\$331,844.00</u>	

Delivery Time	150 days	60 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	YES	NONE
6. Kentucky State Bidders	YES	YES

Responsive & Responsible Bidder:	YES	YES
Evaluation Score:	502.6	1000
BID RECOMMENDED FOR ACCEPTANCE	NO	YES

Agenda Action Form Paducah City Commission

Meeting Date: December 8, 2015

Short Title: Contract for the City of Paducah's Fuel Supply 2016-2017

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 November 24, 2015 written bids were received for the City of Paducah's requirement of Fuel for the 2016 and 2017 calendar years with two additional one-year renewal options if agreed by both parties. JSC Terminal, LLC dba Mid West Terminal submitted the only bid and upon review was found to be responsive in accordance with the specifications. JSC submitted a bid price of a daily adjustment of \$0.09 per gallon above the Oil Price Information Service (OPIS) for all three fuels required: Gasoline (87 Octane), Diesel Fuel (Grade #2) and Diesel Fuel Off-Road (High Sulfur).

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various Department Accounts
Account Number:

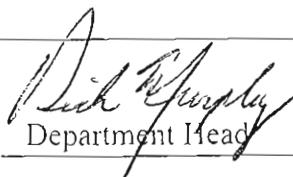
 12/4/2015
Finance

Staff Recommendation:

To receive and file the bid submitted for the City of Paducah's requirement of Fuel for the 2016 and 2017 calendar years with two additional one-year renewal options, if agreed by both parties; and to adopt an Ordinance authorizing the Mayor to enter into a contract with JSC Terminal, LLC dba Mid West Terminal for the supply of Fuel with a daily adjustment of \$0.09 per gallon above the Oil Price Information Service (OPIS) for all three fuels required by the City: Gasoline (87 Octane), Diesel Fuel (Grade #2) and Diesel Fuel Off-Road (High Sulfur).

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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CITY OF PADUCAH

ENGINEERING-PUBLIC WORKS DEPARTMENT

FUEL CONTRACT FOR FY 2016-17

LOWEST EVALUATED BID

BID OPENING: 11/24/15

OFFICIAL BIDDER OF RECORD:	JSC Terminal dba Midwest Terminal 725 N 5th Street Paducah Ky 42001			
Gasoline - 87 Octane	\$.09 Above OPIS	\$	\$	\$
Diesel Fuel - Grade No. 2 Fuel	\$.09 Above OPIS	\$	\$	\$
Diesel Fuel - Off Road - High Sulfur	\$.09 Above OPIS	\$	\$	\$

REQUIRED DOCUMENTS:

1. Bid Bond - 5% of Bid	YES			
Bidder's Required Certifications	YES			
Compliance with Technical Specifications	YES			

PREFERENCE TO KENTUCKY BIDDERS:

State Bidder is Resident	KENTUCKY			
if Not KY Resident - Preference given				
Addition Reciprocal Preference for KY Bidders				

Evaluation Score:	1000			
Responsive & Responsible Bidder:	YES			
BID RECOMMENDED FOR ACCEPTANCE	YES			

ORDINANCE NO. 2015-12-_____

AN ORDINANCE ACCEPTING THE BID OF JSC TERMINAL, LLC, D.B.A. MID WEST TERMINAL FOR THE CITY'S FUEL SUPPLY FOR THE 2016 AND 2017 CALENDAR YEARS, 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 JSC Terminal, LLC, d.b.a. Mid-West Terminal for the City's purchase of gasoline (87 Octane), diesel fuel (Grade #2), and diesel fuel off-road (High Sulfur) at OPIS (Oil Price Information Service) plus a daily adjustment of \$0.09 per gallon, for the calendar years 2016 and 2017, said bid being in substantial compliance with the bid specifications.

SECTION 2. The Mayor is hereby authorized to execute a contract between the City of Paducah and JSC Terminal, LLC, for the City's fuel supply as set out in Section 1 above. Said contract is in substantial compliance with bid specifications, advertisement for bids, and bid of JSC Terminal, LLC, dated November 24, 2015, for a term of two years and contains an option to renew at the same terms for two additional one-year periods if both parties agree.

SECTION 3. This expenditure shall be charged to various accounts.

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 8, 2015
Adopted by the Board of Commissioners, December 15, 2015
Recorded by Tammara S. Sanderson, City Clerk, December 15, 2015
Published by the Paducah Sun, _____
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CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT - CITY OF PADUCAH'S FUEL SUPPLY 2016-2017

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the CITY OF PADUCAH, hereinafter called the OWNER, and JSC Terminal LLC dba Mid West Terminal, hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE

The Vendor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the procurement of the **City of Paducah's Fuel Supply for 2016-2017**. The Fuel supplied shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

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

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for the 2016 calendar year and the 2017 calendar year ending December 31, 2017. Neither the City nor the Vendor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for TWO additional one-year terms, ending December 31, 2018 and December 31, 2019 consecutively, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to purchase Fuel at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Vendor be bound to supply Fuel at the contract prices past the given contract end date.

ARTICLE 3. CONTRACT PRICES

The Owner shall pay the Vendor for Fuel at the rates listed below, allowing for the adjustment of the Oil Price Information Service (OPIS) daily, as quoted in the Bid Proposal by the Vendor dated November 24, 2015, which shall constitute full compensation for the procurement authorized herein:

1. Gasoline - 87 Octane: \$0.09 adjusted above OPIS
2. Diesel Fuel - Grade No. 2 Fuel: \$0.09 adjusted above OPIS
3. Diesel Fuel - Off Road - High Sulfur: \$0.09 adjusted above OPIS

ARTICLE 4. REQUESTS FOR PAYMENT

The Vendor will be required to submit each month, and no more than once a month, a properly completed Invoice in accordance with all of the provisions stated within the Specifications. Additionally, the Vendor shall submit official documentation of the Oil Price Information Service (OPIS) to justify the daily Fuel Prices charged on the Invoice. Upon receipt of a properly completed Invoice and all required documentation, the Owner agrees to make Payment within Thirty (30) days of the submitted Invoice

The Owner reserves the right to withhold any of all payments or portions thereof if the Contractor fails to perform in accordance with the provisions of the contract or any modifications thereto.

ARTICLE 5. 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.

ARTICLE 6. GOVERNING LAW

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

ARTICLE 7. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

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: December 8, 2015

Short Title: Supplemental Agreement No. 1 with the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for the Riverfront Improvement 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:

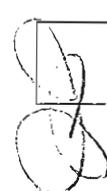
On May 19, 2015, Ordinance #2015-05-8238 was adopted authorizing the execution of an Agreement with the Commonwealth of Kentucky, Transportation Cabinet to reimburse the City of Paducah up to \$3,920,000 of FHWA federal funds allocated for the "Paducah Waterfront Development," aka "Riverfront Redevelopment Project Phase 1-B." This Agreement, copy attached, was fully executed on June 16, 2015 by both parties.

Recently, the Commonwealth of Kentucky, Kentucky Transportation Cabinet, Department of Highways, announced that up to \$1,525,000 additional reimbursable state funding was to be made available to the City for completion of the Riverfront Redevelopment Project Phase 1-B. Therefore, the total federal and state reimbursable funding provided to the City would amount to \$5,445,000.

In accordance with the Original Agreement and the Supplemental Agreement, the City will be reimbursed by the KYTC after the work has been completed in accordance with all FHWA and KYTC regulations, policies and procedures. Additionally, the City will be responsible for all costs in excess of \$5,445,000 as well as any costs deemed ineligible by the KYTC.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: RF 1-B FHWA & KYTC
Project Number: 040-3315-532-2307
Account Number: DT0020

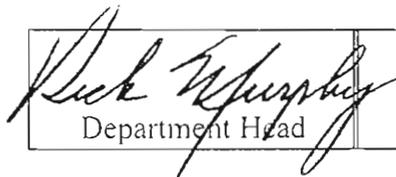
 12/4/2015
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute Supplemental Agreement #1 between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways and the City of Paducah for additional reimbursable state in the amount up to \$1,525,000; which would then total \$5,445,000 for reimbursable federal and state funding for the Riverfront Redevelopment Project Phase 1-B.

Attachments:

Original Agreement and Ordinance
Supplemental Agreement No.1

 Department Head	City Clerk	City Manager
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AN ORDINANCE APPROVING SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS AND THE CITY OF PADUCAH, KENTUCKY, FOR THE RIVERFRONT IMPROVEMENT PROJECT PHASE 1-B, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on May 19, 2015, Ordinance #2015-5-8238 was adopted authorizing the execution of an Agreement with the Commonwealth of Kentucky, Transportation Cabinet to reimburse the City of Paducah up to \$3,920,000 of FHWA federal funds allocated for the “Paducah Waterfront Development,” aka “Riverfront Redevelopment Project Phase 1-B.” ; and

WHEREAS, recently, the Commonwealth of Kentucky, Kentucky Transportation Cabinet, Department of Highways, announced that up to \$1,525,000 additional reimbursable state funding was to be made available to the City for completion of the Riverfront Redevelopment Project Phase 1-B. Therefore, the total federal and state reimbursable funding provided to the City would amount to \$5,445,000; and

WHEREAS, in accordance with the Original Agreement and the Supplemental Agreement, the City will be reimbursed by the KYTC after the work has been completed in accordance with all FHWA and KYTC regulations, policies and procedures. Additionally, the City will be responsible for all costs in excess of \$5,445,000 as well as any costs deemed ineligible by the KYTC; and

WHEREAS, all other terms and conditions of the original contract approved by Ordinance #2015-5-8238 remain the same and are legally binding; and

WHEREAS, the City of Paducah and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways agree to Supplemental Agreement No. 1.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

Section 1. That the City of Paducah hereby approves **and** authorizes the Mayor to execute Supplemental Agreement No.1 with the Commonwealth of **Kentucky**, Transportation Cabinet, Department of Highways for additional reimbursable funding in the amount of \$1,525,000 for completion of the Riverfront Redevelopment Project Phase 1-B.

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

Section 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of 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 Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

Section 5. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, December 8, 2015

Adopted by the Board of Commissioners, December 15, 2015

Recorded by Tammara S. Sanderson, City Clerk, December 15, 2015

Published by The Paducah Sun, _____

\\ord\eng\agree-ky-supp 1—riverfront redevelopment project phase 1-B

RECEIVED

DEC 03 2015

ENGINEERING
DEPARTMENT



Commonwealth of Kentucky
TRANSPORTATION CABINET

Frankfort, KY 40622
www.kentucky.gov

Steven L. Beshear
Governor

Michael W. Hancock
Secretary

November 30, 2015

GENERAL GOVERNMENT

DEC 3 2015

Rec'd by _____

Faxed by _____

The Honorable Gayle Kaler
Mayor, City of Paducah
300 South Fifth Street
Paducah, KY 42002

Dear Mayor Kaler:

The Kentucky Transportation Cabinet has prepared the enclosed supplemental agreement whereby the Cabinet will provide up to \$1,525,000 in reimbursable state funding for the Paducah Waterfront project, listed in the Kentucky Highway Plan as Item Number 1-122. This additional funding is provided to complete construction of Phase 1-B. Please see the agreement for more details. The city of Paducah will be responsible for any ineligible costs and costs in excess of the total \$5,445,000 (federal and state funding) authorized for this project.

We request that you sign both copies of this agreement and a resolution as requested in Section 27. Please return the signed copies of the agreement and the resolution to Linda Inman, Kentucky Transportation Cabinet, Division of Program Management, 200 Mero Street, Frankfort, KY 40622. Upon receipt, we will execute the agreement and authorize funding for this project. One fully executed copy will be returned to your attention for your use and retention.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Hancock".

Michael W. Hancock, P.E.
Secretary

MWH:lpi

Enclosures (2)

c: Robert C. Lewis, P.E., Acting State Highway Engineer
Mike McGregor, P.E., Chief District Engineer, D-1
Jessica Herring, P.E., LPA Coordinator, D-1

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND THE
CITY OF PADUCAH
SUPPLEMENTAL AGREEMENT NO. 1**

WHEREAS, the City of Paducah (**City**) and the Department of Highways (**Department**) entered into an agreement on June 16, 2015 (PO2-625-1500004634) wherein the **Department** was to make available to the City up to \$3,920,000 in federal funding (FD52) to provide for Phase I-B of the Paducah Waterfront Development project, listed in the Kentucky Highway Plan as Item Number 1-122.02 (**Project**);

WHEREAS, the City has requested funding assistance for an additional \$1,525,000 from the **Department** to complete Phase I-B. as described in the Scope of Work and Budget Summary (Attachment A), of the **Project**;

NOW, THEREFORE, the **City** and the **Department**, acting on behalf of the Kentucky Transportation Cabinet, do hereby mutually agree to this Supplemental Agreement No. 1 as follows:

1. The **Department** agrees to make available up to \$1,525,000 in reimbursable state funding for completion of the **Project**. The **Department** has now provided the **City** up to a total of \$5,445,000 in reimbursable federal funding and state funding for all eligible expenses for the completion of Phase I-B of this **Project**. The **City** shall be responsible for all eligible costs above the \$5,445,000 as well as any costs deemed ineligible for reimbursement from this **Project**. Any additional funding obligated for the completion of this **Project** shall be evidenced in writing by both parties with a Supplemental Agreement.

2. All valid expenses since June 16, 2015 are eligible for reimbursement and will remain so until three (3) years from the date of execution of this Supplemental Agreement No. 1. The City is responsible to meet all state requirements and adhere to all regulations necessary to qualify for the receipt of these funds. The City agrees to accept up to an additional \$1,525,000 in state funding for this Project, but understands that any costs in excess of the total funding of \$5,445,000 or any expenses deemed ineligible will be the responsibility of the City.

3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the Project becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of Project expenditures may be denied, the Project may be cancelled, the timeline extended or the scope amended by the Department either in whole or in part without penalty. Denial of further reimbursement, Project cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the Department nor may such denial, cancellation, extension or amendment give rise to any claim against the Department.

4. The effective date of this Supplemental Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this Project shall be available to reimburse the City for eligible work activities completed and costs incurred prior to expiration.

5. The City shall follow state specifications for each necessary phase of this Project. The City shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this Project as lead agency. The City will obtain any required permits, licenses or easements required to initiate, perform, and complete work and

provide documentation to the **Department's** District One Office in Paducah. In addition, the **City** is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the **City** through the **Department's** District One Chief District Engineer in Paducah prior to the awarding of any contract for work or materials to be used on this **Project**.

6. Should the **Project** require any design services, the **City** agrees to use only licensed consultants who are pre-qualified to do work for the **Department** or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District One Chief District Engineer in Paducah. The **City** shall be responsible for all **Project** design activities, which may be completed either by the **City's** staff or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The **City** shall submit and obtain concurrences to the **Department's** District One Chief District Engineer in Paducah final design plans, specifications, and a total estimate prior to any construction. When applicable, the **City** must obtain any necessary permits or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the **Project** require the acquisition of any interest in real property by the **City** and the **City** does not have the authority to acquire property by eminent domain, the applicability of the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act shall be limited to the following requirements: (1) Prior to making an offer for the property, the property owner shall be advised in writing that should negotiations fail to result in an amicable agreement, the **City** will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the **City** believes to be the fair market value of the property based upon a fair

market value appraisal approved prior to any offer by the **Department**, Division of Right of Way and Utilities. The **City** shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence **must** be obtained through the **Department's** Division of Right of Way and Utilities and shall be subject to review and approval by the **Department**.

8. The **City** must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the **Department's** District One Office in Paducah. The **City** acknowledges that the **Department** will require the placement of a restrictive easement approved by and in favor of the **Department** in the chain of title of any real property acquired or improved pursuant to the **Project**. If the owner of any real property acquired or improved pursuant to the **Project** is not the **Department** or the **City**, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.

9. The **City** shall either adopt in writing the **Department's** written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the **Department's** Division of Right of Way and Utilities. The **City** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified appraiser and reviewer list. If the **City** chooses to use an acquisition consultant on all or any portion of the **Project**, the selection of the consultant shall be in accordance with the **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the **Department's** Central Office review appraisers, failure to do so will result in the **Project** being ineligible for

funding reimbursement. The **City** shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The **City** shall provide the **Department** necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The **City** shall provide the **Department** necessary documentation for review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Relocation Assistance Guidance Manual.

10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the **Project's** survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the **Project**. Correspondence pertaining to utility or railroad coordination must be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the **Project**, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the **Project**, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the **Department's** Standard Specifications for Road and Bridge Construction, edition 2012, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all **Department** List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

12. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the **City** agrees as follows:

a. The **City** will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The **City** further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The **City** agrees to provide, upon request, needed reasonable accommodations. The **City** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The **City** agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The **City** will, in all solicitations or advertisements for employees placed by or on behalf of the **City**; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

c. The **City** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the **City's** commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The **City** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The **City** will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The **City** will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the **City's** noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the **City** may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The **City** will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules,

regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-contractor or vendor. The City will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

13. The City agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the Department for any necessary construction services. The City shall be responsible for all Project construction activities, which may be completed either by the City's staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the Department. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The City must receive Department approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the City as a result of this Agreement.

14. The City shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the Department's specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The Department shall have access to the Project area and may conduct field reviews of the Project at any time. These field reviews are intended to verify

status of the **Project**, performance of the contractor, adequacy of the **City** oversight, conformance with all laws, regulations, and policies and provide assistance to the **City** as may be necessary.

15. The **City** may submit to the **Department's** District One Office in Paducah current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the **Department**; however, in no event is the **City** to submit billings for work performed for less than a thirty (30) day period. All charges to the **Project** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion.

16. The **City** is responsible for ensuring that all **Project** construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The **City** will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the **Department's** District One Chief District Engineer in Paducah prior to final payment of the **Project**. When both the **City** and the **Department** accept the field work as complete, the **City's** project manager shall certify the **Project** was constructed in accordance with the plans and specifications and that all funding authorized on this **Project** has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the **Department's** Final Acceptance Report, the **City** will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the **City** shall provide the **Department** with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.

17. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion

of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **City** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the **Project** improvements are not maintained as a public facility, the **City** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.

18. The **City** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **City** shall submit to the **Department's** District One Office in Paducah documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.

19. No member, officer, or employee of the **Department** or the **City** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **City** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **City** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the **Department** or **City** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.

20. To the extent permitted by law, the **City** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or

property resulting from implementation of any phase of the **Project** or occurring on or near the **Project** site.

21. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.

a. The **Department** reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **City**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **City**, its agents, employees and contractors, the **Department** shall reimburse the **City** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.

b. The **City** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **City** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **City** to cancel the Project or cancel its obligations under this Agreement, the **City** shall reimburse the **Department** for all funding reimbursements made under this Agreement.

c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **City** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **City** and the **Department** and be evidenced in writing.

22. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

23. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The **City** hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

24. KRS 45A.485 requires the **City** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

25. The **City** shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract, shall be grounds for the **City's** cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

26. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

27. The City will pass a resolution authorizing the Mayor to sign this Agreement on behalf of the City. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the City agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the City agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

28. All other terms and conditions of the original agreement (PO2-625-1500004634) executed on June 16, 2015 shall remain the same and are legally binding.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

CITY OF PADUCAH

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

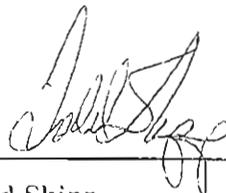
Gayle Kaler
Mayor

Michael W. Hancock
Secretary

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY



Todd Shipp
Office of Legal Services

DATE: 11/24/15

**ATTACHMENT A
SCOPE OF WORK AND BUDGET SUMMARY**

Scope of Work:

The Riverfront Redevelopment Project Phase 1-B, Gangway, Transient Dock, and Land Mass is being partly funded through the FHWA administered by the CABINET and by a Boating Infrastructure Grant Program (BIG-P) administered by the Kentucky Department of Fish and Wildlife Resources. The PROJECT will be located along the Ohio Riverfront within the general vicinity from the extension of Madison Street to the extension of Harrison Street, downtown Paducah, Kentucky.

The PROJECT will include the following items:

- Construction of a three-acre lawn area covered Land Mass within the Ohio River.
 - The completion of the Land Mass will consist of the installation of approximately 52,500 tons of stone fill, 18,600 cubic yards of earth fill and 2,500 yards of topsoil.
- Miscellaneous improvement such as asphalt installation, curb and gutter, sidewalks, concrete stairs, stone work, lighting, etc. (Included in the Land Mass Construction)
- Construction of a new three section Gangway system.
 - The twelve steel pile guide structures for the gangway were installed-driven in the Ohio River Fall of 2013
- Construction of a new 400 linear foot Transient Dock-Wave Attenuator for the short term boat dockage that will be connected to the new Gangway system.
- Construction of steel piling mooring-anchorage system installed adjacent to the Transient Dock in the Ohio River for stability.
- Transient Dock construction will include miscellaneous improvement such as lighting, railings, fueling station, sanitary sewer pump-out, electrical pedestals, water hook-ups, navigational aids, etc.
- Utilities will be installed to serve the Transient Dock and Land Mass Area such as water, electric, sanitary, and storm sewer systems

Budget:

DESCRIPTION OF ITEM/ACTIVITY	FEDERAL FUNDS
General Items	\$297,000.00
Demolition	\$21,498.00
Landside improvements	\$2,676,769.00
Utilities	\$108,790.00
Gangway	\$611,573.00
Transient Dock/ Wave Attenuator	\$204,370.00
Total Project Cost:	\$3,920,000.00

ORDINANCE NO. 2015-5-8238

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET AND THE CITY OF PADUCAH, KENTUCKY, FOR FEDERAL HIGHWAY ADMINISTRATION (FHWA) FUNDS TO BE ALLOCATED TOWARD THE RIVERFRONT IMPROVEMENT PROJECT PHASE 1-B AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

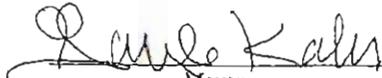
SECTION 1. That the City of Paducah hereby approves an Agreement with the Commonwealth of Kentucky, Transportation Cabinet for reimbursable FHWA funds in the amount of \$3,920,000 for the Riverfront Improvement Project Phase 1-B.

SECTION 2. The City hereby authorizes the Mayor to execute the agreement with the Commonwealth of Kentucky, Transportation Cabinet for FHWA funding for the Riverfront Improvement Project Phase 1-B approved in Section 1 above.

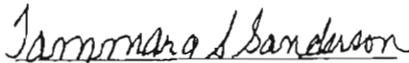
SECTION 3. Reimbursement FHWA funds from the Transportation Cabinet shall be deposited in the RF 1-B FHWA project account DT0020, account number 040-3315-532-2307.

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


Mayor

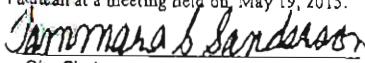
ATTEST:


Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, May 12, 2015
Adopted by the Board of Commissioners, May 19, 2015
Recorded by Tammara S. Sanderson, City Clerk, May 19, 2015
Published by The Paducah Sun,
ord\eng\agree-ky-riverfront phase 1-B

CERTIFICATION

I, Tammara S. Sanderson, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance No. 2015-4-8238 adopted by the Board of Commissioners of the City of Paducah at a meeting held on, May 19, 2015.


City Clerk



Commonwealth of Kentucky
TRANSPORTATION CABINET
Frankfort, KY 40622
www.kentucky.gov

Steven L. Beshear
Governor

Michael W. Hancock
Secretary

June 17, 2015

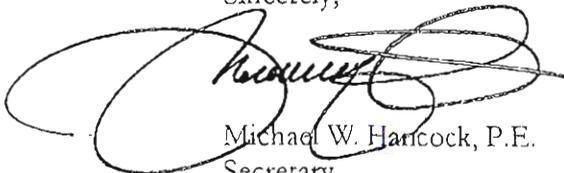
The Honorable Gayle Kaler
Mayor, City of Paducah
300 South Fifth Street
Paducah, KY 42002

Dear Mayor Kaler:

The Kentucky Transportation Cabinet has received the enclosed agreement whereby the Cabinet will provide up to \$3,920,000 in reimbursable federal funding (FD52) to the City of Paducah. This funding will be used for the Riverfront Redevelopment Project, listed in the Kentucky Highway Plan as Item Number 1-122. Please see the agreement for more details. The City of Paducah will be responsible for any ineligible costs and costs in excess of \$3,920,000 for this Project.

This agreement has now been fully executed and we are returning one copy of the agreement to your office for your records. Please coordinate all project reviews and cost reimbursement procedures for this project with Mr. Mike McGregor, Chief District Engineer in our District 1 office at 270-898-2431. We thank you for your cooperation and assistance with this project.

Sincerely,



Michael W. Hancock, P.E.
Secretary

MWH:esc

Enclosure

c: Steve Waddle, P.E., State Highway Engineer
Mike McGregor, P.E., Chief District Engineer, D-1
Jessica Herring, LPA Coordinator, D-1

**AGREEMENT BETWEEN THE
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
CITY OF PADUCAH
PADUCAH WATERFRONT DEVELOPMENT
3015(027)/ PO2-625-1500004634
\$3,920,000**

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the City of Paducah, hereinafter the "RECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved \$3,920,000 in federal funding for the Paducah Waterfront Development Project hereinafter the "PROJECT", known as Federal Project Number 3015-027 and the applicable Catalog of Federal Domestic Assistance number is 20.205-Highway Planning and Construction,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), and 23 Code of Federal Regulations (CFR),

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose in perpetuity, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT in perpetuity on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;]

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall be the PROJECT end date of December 31, 2018 unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT may request from the Administering Office a contract extension for a period of time.

Funding Out Provision. The CABINET may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract.

CITY OF PADUCAH
PADUCAH WATERFRONT DEVELOPMENT
ITEM NO. 1-122.02
PO2-625-1500004634
\$3,920,000 FD52 FUNDS

The CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 3. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 4. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. The funding was approved as part of the Consolidated Appropriations Act, 2008- Division K, Title I, Section 129 Surface Transportation Projects, Public Law 110-161. The Federal share of the total cost of this AGREEMENT shall not exceed \$3,920,000 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to \$3,920,000 in Federal reimbursement funding available as authorized for eligible PROJECT costs and shall be responsible for any costs in excess of \$3,920,000 necessary for completion of the approved

CITY OF PADUCAH
PADUCAH WATERFRONT DEVELOPMENT
ITEM NO. 1-122.02
PO2-625-1500004634
\$3,920,000 FD52 FUNDS

Scope of Work and any authorized changes to the PROJECT. The PROJECT is 100% federally funded. The RECIPIENT is not required to provide any matching funds.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 5. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2 CFR 225-OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" or 2 CFR 230-OMB Circular A-122 "Cost Principles for Non-Profit Organizations" or 2 CFR 220-OMB Circular A-21 "Cost Principles for Educational Institutions."

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. Reimbursement by the CABINET shall not be provided to the RECIPIENT if any requirements listed within 23 CFR 123 are not met. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 33 and 36 hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 6. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts,

grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement in accordance with 49 CFR Part 18.42.

Section 7. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 8. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT and the RECIPIENT does not have the authority to acquire property by eminent domain, the applicability of the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act, 49 CFR Part 24 (as amended) shall be limited to the following requirements: (1) Prior to making an offer for the property, the property owner shall be advised in writing that should negotiations fail to result in an amicable agreement, the RECIPIENT will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the RECIPIENT believes to be

the fair market value of the property based upon a fair market value appraisal approved prior to any offer by the CABINET, Division of Right of Way and Utilities.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) If the RECIPIENT chooses to use an acquisition consultant on all or any portion of the PROJECT, the selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired,
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 9. Restrictive Easements. The RECIPIENT acknowledges that the CABINET will require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 10. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the project development party and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The project development party shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the party responsible for the PROJECT construction will negotiate, execute the agreement, and inspect the relocation work, under direct advisement of the project development party. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination.

Section 11. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The project development party shall perform a review and approval of the relocation per agency policy and procedure. The project development party shall inspect the relocation and document the proper installation of the facilities. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination.

Section 12. General Railroad Coordination. The party obligated to execute the project development portion of the PROJECT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The project development party shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 13. General Utility Coordination. The party obligated to execute the project development portion of the PROJECT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The project development party shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the PROJECT, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work.

Section 14. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 15. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for

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Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the Institute of Transportation Engineers' (ITE) Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 16. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 17. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a

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contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from re-advertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 18. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed

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in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 19. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 20. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 21. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 22. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

- a. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- c. The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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- d. The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g. The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subRECIPIENT or vendor. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a subRECIPIENT or vendor as a result of such direction by the agency, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any RECIPIENT of Federal assistance.

Section 23. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 24. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within then (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 25. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

Section 26. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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Section 27. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 28. Standards for the Treatment of Historic Properties. Historic preservation projects shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 29. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in perpetuity and in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance in perpetuity. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The RECIPIENT shall obtain concurrence from the CABINET's District 1 Chief District Engineer in Paducah of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.]

Section 30. Americans with Disabilities Act. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 31. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 32. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 33. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary

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paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 49 CFR 18.42, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 34. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 225-OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" or 2 CFR 230-OMB Circular A-122 "Cost Principles for Non-Profit Organizations" or 2 CFR 220-OMB Circular A-21 "Cost Principles for Educational Institutions." If the RECIPIENT has expended more than \$500,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations" audit reports within 9 months of their fiscal year end. The RECIPIENT shall provide the CABINET with copies of any audits or reviews prepared as a result of that Act.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and

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Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 35. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 36. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

Section 37. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 38. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

CITY OF PADUCAH
PADUCAH WATERFRONT DEVELOPMENT
ITEM NO. 1-122.02
PO2-625-1500004634
\$3,920,000 FD52 FUNDS

Section 39. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

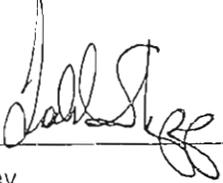
Section 40. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 41. Resolution. The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A sample resolution is provided in Attachment B for the RECIPIENT's reference in creating an acceptable resolution. A copy of the resolution shall be attached to the AGREEMENT and returned to the CABINET prior to full execution of this PROJECT.

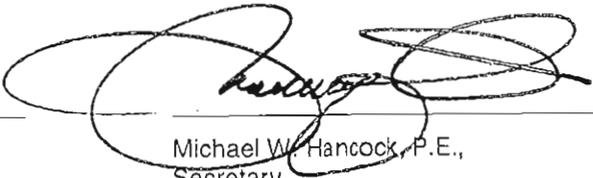
IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:



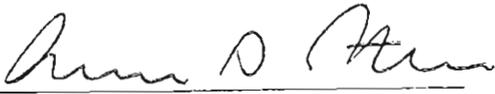
Attorney
Transportation Cabinet
Date: 4/18/15



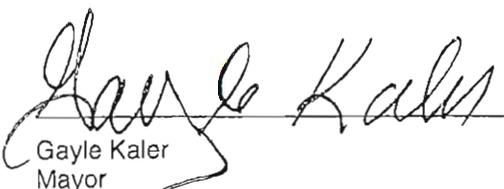
Michael W. Hancock, P.E.,
Secretary
Date: 6/16/15

CITY OF PADUCAH

Approved as to form and legality:



Attorney
Date: 4/28/2015



Gayle Kaler
Mayor
Date: MAY 20, 2015

ATTACHMENT A

SCOPE OF WORK AND BUDGET SUMMARY

Scope of Work:

The Riverfront Redevelopment Project Phase 1-B, Gangway, Transient Dock, and Land Mass is being partly funded through the FHWA administered by the CABINET and by a Boating Infrastructure Grant Program (BIG-P) administered by the Kentucky Department of Fish and Wildlife Resources. The PROJECT will be located along the Ohio Riverfront within the general vicinity from the extension of Madison Street to the extension of Harrison Street, downtown Paducah, Kentucky.

The PROJECT will include the following items:

- Construction of a three-acre lawn area covered Land Mass within the Ohio River.
 - The completion of the Land Mass will consist of the installation of approximately 52,500 tons of stone fill, 18,600 cubic yards of earth fill and 2,500 yards of topsoil.
- Miscellaneous improvement such as asphalt installation, curb and gutter, sidewalks, concrete stairs, stone work, lighting, etc. (Included in the Land Mass Construction)
- Construction of a new three section Gangway system.
 - The twelve steel pile guide structures for the gangway were installed-driven in the Ohio River Fall of 2013
- Construction of a new 400 linear foot Transient Dock-Wave Attenuator for the short term boat dockage that will be connected to the new Gangway system.
- Construction of steel piling mooring-anchorage system installed adjacent to the Transient Dock in the Ohio River for stability.
- Transient Dock construction will include miscellaneous improvement such as lighting, railings, fueling station, sanitary sewer pump-out, electrical pedestals, water hook-ups, navigational aids, etc.
- Utilities will be installed to serve the Transient Dock and Land Mass Area such as water, electric, sanitary, and storm sewer systems

Budget:

DESCRIPTION OF ITEM/ACTIVITY	FEDERAL FUNDS
General Items	\$297,000.00
Demolition	\$21,498.00
Landside improvements	\$2,676,769.00
Utilities	\$108,790.00
Gangway	\$611,573.00
Transient Dock/ Wave Attenuator	\$204,370.00
Total Project Cost:	\$3,920,000.00

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ATTACHMENT B
ATTACH A RESOLUTION HERE

ORDINANCE NO. 2015-5-8238

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET AND THE CITY OF PADUCAH, KENTUCKY, FOR FEDERAL HIGHWAY ADMINISTRATION (FHWA) FUNDS TO BE ALLOCATED TOWARD THE RIVERFRONT IMPROVEMENT PROJECT PHASE 1-B AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

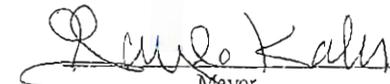
SECTION 1. That the City of Paducah hereby approves an Agreement with the Commonwealth of Kentucky, Transportation Cabinet for reimbursable FHWA funds in the amount of \$3,920,000 for the Riverfront Improvement Project Phase 1-B.

SECTION 2. The City hereby authorizes the Mayor to execute the agreement with the Commonwealth of Kentucky, Transportation Cabinet for FHWA funding for the Riverfront Improvement Project Phase 1-B approved in Section 1 above.

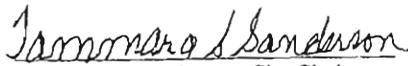
SECTION 3. Reimbursement FHWA funds from the Transportation Cabinet shall be deposited in the RF 1-B FHWA project account DT0020, account number 040-3315-532-2307.

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


Mayor

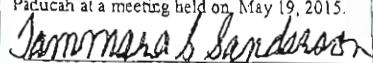
ATTEST:


Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, May 12, 2015
Adopted by the Board of Commissioners, May 19, 2015
Recorded by Tammara S. Sanderson, City Clerk, May 19, 2015
Published by The Paducah Sun,
\\ord\eng\agree-ky-riverfront phase 1-B

CERTIFICATION

I, Tammara S. Sanderson, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance No. 2015-4-8238 adopted by the Board of Commissioners of the City of Paducah at a meeting held on, May 19, 2015.


City Clerk

**Agenda Action Form
Paducah City Commission**

Meeting Date: 8 December 2015

Short Title: Mobile Surveillance Camera System Contract Award

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: David White, Sheryl Chino

Presentation By: Chief Brandon Barnhill

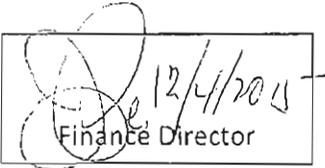
Background Information: On December 2, 2015, the Police Department opened bids for the Mobile Surveillance Camera System funded in part with 2015 Port Security Grant Funds. The City received one bid from Netvision 360 Group for \$45,643.50. The Mobile Surveillance Camera System will provide security surveillance of the floodwall and downtown infrastructure. The Port Security Grant Program will provide \$37,121.00 of the total project cost. The balance of funding will be provided through account number 040-0102-511.23-07.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

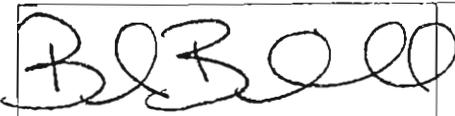
Project Name: 2015 Port Security
Project #: EQ0025
File #: 6.277
Acct. #: 040-0102-511.23-07
Budget: \$49,495

Source of Funds: \$37,121 federal grant, \$12,374 local match to be provided from the Police Dept's FY2016 operating budget


12/4/2015
Finance Director

Staff Recommendations: Staff recommends contract for the Mobile Surveillance Camera System be awarded to Netvision 360 Group in the amount of \$45,643.50.

Attachments:

 Department Head	City Clerk	City Manager
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ORDINANCE NO. 2015-12-_____

AN ORDINANCE AUTHORIZING THE PURCHASE OF A MOBILE SURVEILLANCE CAMERA SYSTEM FOR THE CITY OF PADUCAH, KENTUCKY FOR USE BY THE PADUCAH POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Netvision 360 Group in the total amount of \$45,643.50 for the purchase of a mobile surveillance camera system for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, as contained in the bid of Netvision Group 360 on December 2, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Netvision 360 Group, for the purchase of a mobile surveillance camera system authorized in Section 1 above.

SECTION 3. This expenditure shall be charged to the 2015 Port Security account, account number 040-0102-511-2307.

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 8, 2015

Adopted by the Board of Commissioners, December 15, 2015

Recorded by Tammara S. Sanderson, City Clerk, December 15, 2015

Published by The Paducah Sun, _____

\\ord\police\mobile camera surveillance system 12-2015