

CITY COMMISSION MEETING
AGENDA FOR AUGUST 9, 2016
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION - Rusty Banks – First Baptist Paducah

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

	I. <u>MINUTES</u>
	II. <u>APPOINTMENTS</u>
	A. Board of Adjustment
	B. Municipal Housing Commission
	C. Paducah-McCracken County Industrial Development Authority
	D. Civic Beautification
	III. <u>MOTION</u>
	A. R & F Documents
	IV. <u>MUNICIPAL ORDER</u>
	A. Personnel Actions
	B. Authorize MOU with United States Army Corps of Engineers for Floodwall Pump Station #2 -- R. MURPHY
	C. Amendment #2 to MOU with United States Army Corps of Engineers – R. MURPHY
	D. Approve Application for a Community Infrastructure Fund (CIF) Grant for Floodwall Pump Station #2 Rehabilitation – R. MURPHY
	V. <u>ORDINANCES – ADOPTION</u>
	A. Approve Final Subdivision of Ridgewood Villas and Accepting Dedication of Right-of-Way – S. ERVIN
	B. Purchase 2016 Wheel Loader – R. MURPHY
	C. Purchase 2016 Backhoe Loader – R. MURPHY
	D. Purchase 2016 Rubber Track Loader – R. MURPHY

		E. 2017 Ford F550 Side Loader – R. MURPHY
	VI.	<u>ORDINANCES - INTRODUCTION</u>
		A. Contract for 911 Wireless Communications Consultant Federal Engineering – FIRE CHIEF KYLE
		B. Accept Law Enforcement Service Fee Grant Award for the Police Department – POLICE CHIEF BARNHILL
		C. Amend Alcoholic Beverage Ordinance to Allow Distillers and Bed and Breakfast Businesses to Obtain a Non-Quota 3 Retail Drink License – CITY MGR
		D. CONTRACTS FOR SERVICES - CITY MGR
		1. GPEDC/EntrePaducah
		2. Paducah Junior College – Community Scholarship Program
		3. Paducah Junior College – Paducah School of Art
		4. Paducah Transit Authority
		5. Luther F. Carson Four Rivers Center
		6. Barkley Regional Airport
	VII.	<u>CITY MANAGER REPORT</u>
	VIII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	IX.	<u>PUBLIC COMMENTS</u>
	X.	<u>EXECUTIVE SESSION</u>

JULY 27, 2016

At a Called Meeting of the Board of Commissioners, held on Wednesday, July 27, 2016, at 5:30 p.m., in the Training Room in the basement of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4). Commissioner Abraham was absent (1).

WORKSHOP

NEXT STEPS WORKSHOP FOR THE CITIZENS SURVEY

The City held a workshop for the above. Details follow in the excerpt from the City Commission meeting highlights prepared by Pam Spencer, Public Information Officer,

“Next Steps Workshop for Strategic Planning and Review of Citizen Survey Results

Today, the Paducah Board of Commissioners along with the City Manager and City directors participated in the Next Steps Workshop led by the National Research Center (NRC). NRC Vice President Michelle Kobayashi facilitated the strategic planning session. The workshop's purposes were to analyze the results of Paducah's National Citizen Survey, compare them to the 2013 survey results and national benchmarks, assess priorities, and select strategic action topics for further review.

City Manager Jeff Pederson says, “If we are absent feedback from the people we serve, then we don't know how well we are doing. We need the valuable feedback to help in making objective decisions and to focus on areas where we can improve.”

Kobayashi says, “Paducah, you are a case study for the National Research Center, a model that we present to other cities. In 2013, you were able to take the data, make a plan, and take action. You are in our playbook.” “You are comparing yourself against hundreds of other cities. But these are high-performing cities since they, like you, are willing to take the risk and survey their residents.”

One of the first results that Kobayashi pointed out is that 68 percent of Paducah's residents gave positive ratings regarding the overall quality of life in Paducah. That number increased from the 63 percent approval rating in 2013. Kobayashi says this is an impressive increase since a variety of factors come into play when looking at quality of life. Paducah received a 78 percent approval rating as a place to live and a 75 percent approval rating as a place to raise children. The community characteristics receiving the highest ratings are overall safety, safety in neighborhoods and downtown, overall ease of travel, and K-12 education. The community characteristics with the lowest ratings include employment opportunities, bicycle travel, and affordable quality housing.

City residents gave highly positive responses regarding several city services with 90 percent of the respondents giving the Paducah Fire Department a good or excellent rating; 77 percent of the respondents rating the Police Department positively; 77% of the respondents rating garbage collection as excellent or good, and 75% of the respondents rating Paducah's parks system as excellent or good. Other services receiving high marks are the McCracken County Public Library and the local ambulance service. City services that have the lowest ratings, which Kobayashi says similar ratings are seen in cities across the country, include street repair, recycling, and code enforcement.

Kobayashi says in comparing the 2016 results with the 2013 results, “You have a common trend of being higher. A lot of the things you have been doing have been noticed by the residents, and they are paying off.”

The ratings for the city government as a whole did not change significantly from 2013's survey. Those numbers were not as high as everyone who participated in the workshop would like to see. Kobayashi says the national political climate with negative campaigning may be affecting everyone's public trust, even at the local level. Kobayashi adds, “There is such a lack of education

JULY 27, 2016

of what local government does. People can rate the services they receive, but they often get their impressions of government as a whole from national media.”

After reviewing Paducah’s results, Kobayashi worked with the workshop participants in discussing the results that they expected versus the ones that were surprising. This led to a list of focus topics. After a round of voting, the group selected four action topics for further review and began identifying strategies to address each topic. The four action topics are

- Population Growth and Economic Development
- Public Trust
- Infrastructure (specifically floodwall, 911, government facilities, and storm water)
- Recycling

The Next Steps Workshop held in 2013 led to the identification of three strategic action topics: Neighborhood Revitalization, Economic Development, and Community Engagement. Committees were developed with progress made under each category. Once again, the City plans to create committees for each of the four strategic action topics selected today.

The City of Paducah contracted to utilize the National Citizen Survey to gather feedback from citizens about community livability which includes city services, civic participation, governance, and various community topics. In April and May of this year, the NRC mailed the National Citizen Survey to 1400 randomly selected households in Paducah. The City of Paducah had a return rate of 29% with the completion of 370 surveys. In order to get an accurate return rate, the number of surveys mailed to empty apartments or vacant homes was subtracted from the initial value of 1400. The NRC expects a return rate of 25-40% for a statistically valid sample.

The multiple-choice survey, developed by the International City/County Management Association (ICMA) and the NRC, included 163 standard questions and general demographics questions. Most of the questions had five choices such as Excellent, Good, Fair, Poor, or Don’t Know. As a benchmark, results also are compared to cities across the nation that recently completed surveys. For more information about the citizen survey including the survey instrument, please visit www.paducahky.gov.”

MINUTES

Commissioner Gault offered motion, seconded by Commissioner Wilson, that the reading of the Minutes for the July 19, 2016, City Commission meeting be waived and that the Minutes of said meeting prepared by the City Clerk be approved as written.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).

MOTIONS

R & F NOTICES

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Notice of Called Meeting for Wednesday, July 27, 2016, be received and filed.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).

MUNICIPAL ORDER

PERSONNEL ACTIONS

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

(SEE MUNICIPAL ORDER BOOK)

JULY 27, 2016

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).

ORDINANCE – EMERGENCY

APPROVE AGREEMENT WITH McCRACKEN COUNTY FOR 911 DISPATCHING SERVICES

Commissioner Gault offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce and adopt an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN AGREEMENT WITH McCRACKEN COUNTY FISCAL COURT FOR DISPATCH SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.” This ordinance is summarized as follows: The City of Paducah hereby approves a Communications Service Agreement with McCracken County Fiscal Court for 911 Dispatch Services which will begin on August 1, 2016, and authorizes the Mayor to execute the Agreement. The initial term of the Agreement shall be for a period of eighteen (18) months. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional eighteen (18) months unless either the City or McCracken County Fiscal Court decide to terminate or renegotiate the Agreement.

Adopted upon call of the roll, yeas, Commissioners Gault, Rhodes, Wilson and Mayor Kaler (4).
ORD.#2016-7-8395; BK 34

ORDINANCES – INTRODUCTION

APPROVE FINAL SUBDIVISION OF RIDGEWOOD VILLAS AND ACCEPT DEDICATION OF RIGHT-OF-WAY

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR RIDGEWOOD VILLAS CONDOMINIUMS – PHASE 1; ACCEPTING THE DEDICATION OF RIGHT OF WAY OF VILLA RIDGE DRIVE; ACCEPTING PUBLIC UTILITY EASEMENTS; AND AUTHORIZING THE MAYOR TO SUBSCRIBE A CERTIFICATE OF APPROVAL ON THE PLAT.” This ordinance is summarized as follows: An Ordinance approving the final report of the Paducah Planning Commission on the proposed final subdivision for property known as the Ridgewood Villas Condominiums – Phase 1; accepting dedication of right of way of Villa Ridge Drive and public utility easements. In addition, the City of Paducah hereby authorizes the Mayor to subscribe a certificate of approval on the plat.

PURCHASE 2016 WHEELED LOADER

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2016 JOHN DEERE 544K WHEELED LOADER FOR USE BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/SOLID WASTE DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME.” This ordinance is summarized as follows: That the City of Paducah hereby authorizes the Finance Director to pay the total sum of \$155,492.00 to ERB Equipment Co., Inc., for the purchase of one (1) 2016 John Deere 544K Wheeled Loader for use by the Engineering-Public Works Department/Solid Waste Division, in compliance with Kentucky State Purchasing Contract.

JULY 27, 2016

PURCHASE 2016 BACKHOE LOADER

Commissioner Gault offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2016 CASE 590SN BACKHOE LOADER FOR USE BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This ordinance is summarized as follows: That the City of Paducah hereby authorizes the Finance Director to pay the total sum of \$112,988.60 to McKeel Equipment Co., Inc., for the purchase of a 2016 Case 590SN Backhoe Loader for use by the Engineering-Public Works Department/ Street Division, in compliance with Kentucky State Purchasing Contract.

PURCHASE 2016 RUBBER TRACK LOADER

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2016 CASE TR310-T4 RUBBER TRACK LOADER FOR USE BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This ordinance is summarized as follows: That the City of Paducah hereby authorizes the Finance Director to pay the total sum of \$51,498.71 to McKeel Equipment Co., Inc., for the purchase of one (1) 2016 Case TR310-T4 Rubber Track Loader for use by the Engineering-Public Works Department/Street Division, in compliance with Kentucky State Purchasing Contract.

2017 FORD F550 SIDE LOADER

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE PURCHASE OF A 10 CUBIC YARD TOM CAT SATELLITE SIDE LOADER MOUNTED ON A 2017 FORD F550 CHASSIS FOR USE BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT SOLID WASTE DIVISION. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This ordinance is summarized as follows: That the City of Paducah hereby authorizes the Finance Director to pay the total sum of \$100,014.71 to Municipal Equipment, Inc., for the purchase of a 10 Cubic Yard Tom Cat Satellite Side Loader mounted on a 2017 Ford F550 chassis for use by the Engineering-Public Works Department/ Solid Waste Division, in compliance with Kentucky State Purchasing Contract.

ADOPTED: August 9, 2016

City Clerk

Mayor

AUGUST 9, 2016

WHEREAS, subject to the approval of the Board of Commissioners, I hereby appoint Oscar Gamble as a member of the Board of Adjustment to fill the unexpired term of Johanna Rhodes who has resigned. This term will expire August 31, 2017.

AUGUST 9, 2016

WHEREAS, subject to the approval of the Board of Commissioners, I hereby reappoint Albert Parker as a member of the Municipal Housing Commission. This term will expire July 22, 2020.

AUGUST 9, 2016

WHEREAS, subject to the approval of the Board of Commissioners, I hereby reappoint Mike Stone as a member of the Paducah-McCracken County Industrial Development Authority Board.

FURTHERMORE, subject to the approval of the Board of Commissioners, I hereby appoint Durwin Ursery as a member of the Paducah-McCracken County Industrial Development Authority Board to replace William Joseph Jones whose term has expired.

These terms will expire March 25, 2020.

AUGUST 9, 2016

WHEREAS, subject to the approval of the Board of Commissioners, I hereby reappoint Rosa Scott and Phyllis Clymer to the Civic Beautification Board. These terms will expire July 1, 2020.

AUGUST 9, 2016

I move that the following documents be received and filed:

DOCUMENTS

1. Notice of Cancellation for the Board of Commissioners of the City Of Paducah for July 26, 2016 and August 2, 2016 meetings
2. Certificate of Liability Insurance for AST Environmental
3. Deed of Conveyance with Brad & Anne Wallace for 626 Boyd Street, 800, 818, 820 and 832 North 7th Street (MO # 1919)
4. Quitclaim Deeds with W. David Denton for 1001 and 1009 Harrison Street (MO # 1908)
5. Communications Service Agreement with McCracken County Fiscal Court for 911 Dispatch Services (ORD # 2016-07-8395)
6. Contracts for Services (Executed by the City Manager):
 - a. Market House Theatre
 - b. Paducah Symphony Orchestra, Inc.
 - c. Paducah Tilghman High School – Tornado League Football
 - d. Yeiser Art Center
 - e. National Quilt Museum
 - f. Paducah Film Society (DBA Maiden Alley Cinema)
 - g. Paducah Community Concert Band
 - h. Uppertown Heritage Foundation
 - i. River Heritage Museum (DBA River Discovery Center)
 - j. Brooks Stadium Commission
7. Community Scholarship Fund Report for July 2015-June 2016
8. Paducah Water Works Financial Highlights for June 2016

DRAFT

CITY OF PADUCAH
August 9, 2016

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

City Manager's Signature

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
August 9, 2016

DRAFT

NEW HIRE - FULL-TIME (F/T)

<u>FINANCE</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Midkiff, Emi L	Accountant	\$19.24/Hr	NCS	Ex	August 11, 2016

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Walker, David	Sports Official	\$20.00/Game	NCS	Non-Ex	August 11, 2016

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>PARKS SERVICES</u>	<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>
Blakemore, Kaitlin A	Recreation Leader \$8.50/Hr	Recreation Leader \$11.00/Hr	NCS	Non-Ex	August 1, 2016
<u>POLICE - SUPPORT SRVCS</u>					
Crowell, Justin P	Detective Sergeant \$26.78/Hr	Acting Detective Captain \$30.60/Hr	NCS	Ex	August 4, 2016

TERMINATIONS - FULL-TIME (F/T)

<u>FINANCE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Graham, Margaret H	Accounts Payable Clerk	Retirement	July 31, 2016
<u>FIRE SUPPRESSION</u>			
Skibinski, Raymond	Fire Captain	Retirement	July 31, 2016
Weeks, Philip	Fire Captain	Retirement	July 31, 2016

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Durbin, Alexandra C	Coach	End Seasonal Employment	July 22, 2016
Jackson, Kyle S	Recreation Leader	End Seasonal Employment	July 22, 2016
Jordan, Diamond R	Coach/Recreation Leader	End Seasonal Employment	July 22, 2016
York, Kyler	Recreation Leader	End Seasonal Employment	July 22, 2016
Waltmon, Mykala G	Pool Attendant	Resignation	July 26, 2016

PARKS SRVCS - MAINTENANCE

Skinner, Keith L	Parks Maintenance - Laborer	Termination*	July 28, 2016
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*Unable to successfully complete hiring process

Agenda Action Form Paducah City Commission

Meeting Date: 08-09-16

Short Title: MOU with USACE for Work Provided or Performed Prior to Execution of a Project Partnership Agreement for the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project at Pump Station No. 2.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Amy Nuckolls, EPW Executive Assistant I

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

Background Information:

The US Army Corps of Engineers, Louisville District (USACE) in conjunction with the City of Paducah has been pursuing the Ohio River Shoreline Reconstruction Project since 1998. As of this date, the Project has been fully vetted through the USACE Civil Works Project protocols including a Feasibility Report (dated April, 2011; Revised September, 2011), receiving the support of a Signed Chief's Report (dated 16 May, 2012) and further legislated and authorized by H.R. 3080, WRRDA 2014, page 174. As of this date, the City does not receive "Project In-Kind Credits" for any Floodwall monetary expenses as the execution of a Project Partnership Agreement has not been finalized. Therefore, the City has been totally responsible for maintenance of the Floodwall and all related appurtenances without being credited by the USACE.

On June 10, 2016, a letter was sent to Colonel Christopher G. Beck, P.E., outlining the City's desire for USACE to create an MOU for the total reconstruction of Pump Station No. 2 including all project elements associated with Pump Station No. 2's operation and identified in the Ohio River Shoreline Reconstruction Project and that the USACE allow "in-kind credits" as outlined in the attached MOU.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: FW0007
Account Number: 040-3315-532.23-07

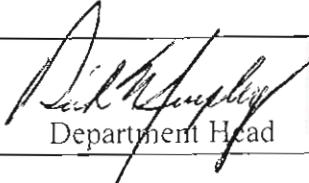
Finance

Staff Recommendation:

To adopt a Municipal Order authorizing the Mayor to execute a Memorandum of Understanding between the Department of the Army and the City of Paducah Kentucky for work provided or performed prior to execution of a Project Partnership Agreement for the Ohio River Shoreline Reconstruction Project in association with Pump Station No. 2.

Attachments:

June 10, 2016 letter to Colonel Christopher G. Beck, PE
Memorandum of Understanding

 Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY OF PADUCAH FOR WORK PROVIDED OR PERFORMED PRIOR TO EXECUTION OF A PROJECT PARTNERSHIP AGREEMENT FOR THE OHIO RIVER SHORELINE, PADUCAH, KENTUCKY RECONSTRUCTION PROJECT IN ASSOCIATION WITH FLOODWALL PUMP STATION NO. 2

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a Memorandum of Understanding between the Department of the Army, represented by the U.S. Army Engineer, Louisville District and the City of Paducah for work provided or performed prior to execution of a Project Partnership Agreement for Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project in association with Floodwall Pump Station No. 2.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, August 9, 2016
Recorded by Tammara S. Brock, City Clerk, August 9, 2016
mo:MOU-Ohio River Shoreline-Pump Station #2

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

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made and entered into this ____ day of _____, 2016, by and between the United States Department of the Army (hereinafter referred to as the "Government"), acting by and through the Commander and District Engineer, United States Army Engineer District, Louisville and the City of Paducah, Kentucky, a Home Rule Class city organized and existing under and pursuant to the laws of the Commonwealth of Kentucky (hereinafter referred to as the "Non-Federal Interest"), acting by and through the Mayor of the City of Paducah, Kentucky.

WITNESSETH, THAT:

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

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

WHEREAS, by letter dated the 10th day of June, 2016, the Non-Federal Interest stated its intent to perform certain work (hereinafter referred to as the "Proposed Work", as defined in paragraph 1 of this MOU) prior to the execution of the Project Partnership Agreement for the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project.

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

1. The Non-Federal Interest shall provide or perform the Proposed Work in accordance with the terms and conditions of this MOU. The Proposed Work shall consist of:

Restore, rehabilitate, replace and/or reconstruct Pump Station No. 2 including the discharge pipes, as generally described in Design Package Number 1 Plans and Specifications dated April 2016.

2. The Non-Federal interest shall develop all necessary engineering plans and specifications for the Proposed Work.

3. The Non-Federal Interest shall complete all necessary environmental coordination and obtain all applicable Federal, State, and local permits required for the performance of the Proposed Work.

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

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

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

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

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

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

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

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

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

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

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

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

eligible for credit;

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the City of Paducah, Kentucky, a Home Rule Class city organized and existing under and pursuant to the laws of the Commonwealth of Kentucky, by its duly qualified and elected Mayor, Gayle Kaler, pursuant to a Ordinance duly passed and adopted by the affirmative vote of a majority of the duly qualified and elected members of the Board of Commissioners, City of Paducah, Kentucky, this ____ day of _____, 2016. This MOU shall become effective upon the date it is signed by the Commander and District Engineer, United States Army Engineer District, Louisville.

CITY OF PADUCAH, KENTUCKY

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

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

IN TESTIMONY WHEREOF, witness the signature of the United States Department of the Army, acting by and through the Commander and District Engineer, United States Army Engineer District, Louisville, this ____ day of _____, 2016. This MOU shall become effective upon the date it is signed by the Commander and District Engineer, United States Army Engineer District, Louisville.

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

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

CERTIFICATE OF AUTHORITY

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

Witness the signature of W. David Denton, Denton Law Firm, PLLC, City Attorney, City of Paducah, Kentucky, this _____ day of _____, 2016.

CITY OF PADUCAH, KENTUCKY

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

July 13, 2016



CITY OF PADUCAH

300 South 5th Street

P. O. Box 2267

Paducah, KY 42002-2267

www.paducahky.gov

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

Phone: (270) 444-8511

Fax: (270) 444-8689

10, June 2016

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

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

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

Dear Colonel Beck:

Please recall my correspondence of request to you of 9 September and 2 November 2015, regarding the above referenced subject. Whereas the City of Paducah's (Sponsor) requests were received by the USACE Louisville District (District) and an appropriate MOU was executed 28 September 2015 and a subsequent Amendment Number 1 was executed 11 December 2015 between the District and the Sponsor. As you are also aware, more recent complications within the USACE Civil Works protocols prevented our project from moving forward upon our Project Authorization becoming invalid. Additionally, the \$5.5 million budgeted in the Energy and Water Development and Related Agencies Appropriations Act were not funded due to the complications associated with our Project's compromised Authorization. The Sponsor's current understanding based on the information it has received from the USACE Louisville District (District) is that the government cannot participate in ANY reconstruction efforts associated with this project at this time. With this understanding, compounded by the fact that the government is unable to determine when ANY tangible Project Reconstruction funding may become available has put the citizens of Paducah at risk.

For the record, the USACE and Sponsor are acutely aware that the Paducah LFPP Pump Stations No. 2 and No. 9 are in a condition that warrants their immediate need for reconstruction and can no longer be delayed. Therefore, given these circumstances, the Sponsor is now left with its only alternative of hiring Colonel Christopher G. Beck, P.E. an outside qualified professional engineering consultant (Consultant) to provide ALL of the appropriate engineering services that remain to successfully facilitate the complete reconstructive effort for the Paducah LFPP Pump Stations No. 2 and No. 9 as currently understood by the



EQUAL OPPORTUNITY EMPLOYER

Colonel Christopher G. Beck, P.E.

10 June 2016

Page 2 of 3

District and Sponsor. It should be noted the design documents and construction documents initiated by the District are as of this date incomplete. Therefore, the Sponsor in conjunction with its Consultant must assume the current design documents from the District in order to expedite the reconstruction of Pump Stations No. 2 and No. 9. As the Sponsor and Consultant move the Project forward, they may encounter Project omissions, design oversights, discoveries and/or complications left by the District while finalizing the Paducah LFPP Pump Stations No. 2 and No. 9 reconstruction documents. Should this occur, all said encounters will be corrected and properly illustrated in the final design and reconstruction documents.

Given the discussion herein, the Sponsor must now formally request of the District to draft an additional "Amendment" that addresses the status of the previously executed MOU and its Amendment Number 1 and that will address/include the following bulleted items:

- The USACE will provide the Sponsor for the Sponsor's use or the use of the Sponsor's Consultant's use the most up to date digital version of ALL native CADD, Word Documents and Specifications that it has generated for the complete reconstruction for both Pump Stations No. 2 and No. 9.
- Given that Pump Station No. 9 has been documented in great detail through Sponsor's correspondence and by identified MOU and its Amendment Number 1 herein, the USACE will recognize the Sponsor's by-pass/temporary pumping expenses in association with Pump Plant No. 9 from 29 December 2015 through 2 May 2016 as part of the overall Pump Plant No. 9's reconstructive effort.
- The USACE will recognize all of the Sponsor's non-force account expenses paid to but not limited to outside Consultant(s) originating with the completion of the design, specifications and reconstruction documents through the comprehensive reconstruction for Pump Stations No. 2 and No. 9 as an "Authorized Project Cash Match" upon the final accounting/auditing being performed on the overall Ohio River Shoreline, Paducah, KY project.
- The USACE will recognize all of the Sponsor's non-force account expenses paid to but not limited to outside vendors, suppliers and contractors of whom may be awarded contracts and/or may receive purchase orders from the Sponsor throughout the comprehensive reconstruction for Pump Stations No. 2 and No. 9 as an "Authorized Project Cash Match" upon the final accounting/auditing being performed on the overall Ohio River Shoreline, Paducah, KY project.
- In the event the Sponsor and/or its Consultant encounter Project omissions, design oversights, discoveries, discrepancies and/or complications while finalizing the Paducah LFPP Pump Stations No. 2 and No. 9 reconstruction documents, all said encounters integral to the Project will be corrected, properly illustrated in the final design documents and executed during the Project's reconstruction. All of the expenses associated with these encounters may be considered as an "Authorized Cash and/or In-Kind Match" determined through force or non-force account expenditures.
- Permit the Sponsor to receive "Authorized Project In-Kind Credit" for all expenses it will incur to remove, restore, rehabilitate, replace and/or reconstruct any/all flap gates stated within the subject

Colonel Christopher G. Beck, P.E.

10 June 2016

Page 3 of 3

LFPP's aforementioned authorization documents. This portion of the Project is characterized as "Priority No. 2, Flap Gates."

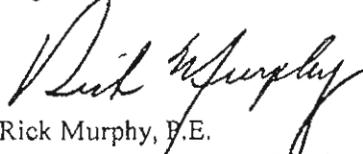
- Permit the Sponsor to receive "Authorized Project In-Kind Credit" for all expenses it will incur to permanently seal and/or modify several of the LFPP's 47 movable closures that have become obsolete to commercial use and access to the Ohio River. This portion of the Project is also described within the subject LFPP's authorized documents and has been characterized as "Priority No. 3, Seal Closures."

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

In conclusion, the Sponsor is heretofore making a formal appeal and request to the District to immediately pursue an Amendment to the current MOU discussed herein, allowing the Sponsor to receive "Authorized Project "Cash and/or In-Kind Credit" for those items listed in the bulleted points above, as well as any additional Project authorized component failures integral to the Project that may fail prior the USACE and Sponsor having the opportunity to execute a PPA.

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

Regards:



Rick Murphy, P.E.

City Engineer & Public Works Director

- C: Jeff Pederson, City Manager, via email
Honorable Gayle Kaler, Mayor, via email
John R. Bock, P.E., USACE, LRL Chief, Engineering Division, via email
Michael Moore, USACE, LRL Project Manager, via email

Agenda Action Form Paducah City Commission

Meeting Date: August 9, 2016

Short Title: Amendment #2 to MOU with USACE for Work Provided or Performed Prior to Execution of a Project Partnership Agreement for Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Amy Nuckolls, EPW Executive Assistant I
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On September 22, 2015, Municipal Order #1861 was adopted which authorized the Mayor to execute a Memorandum of Understanding between the Department of the Army and the City of Paducah Kentucky for work provided or performed prior to execution of a Project Partnership Agreement for the Paducah Kentucky Local Flood Protection Project and more specifically described by the following:

- September 28, 2015, the Government and the Non-Federal Interest entered into a MOU for performance of certain work regarding Pump Station No. 9 prior to the execution of the Project Partnership Agreement for the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project.
- November 2, 2015, a letter sent by the Non-Federal Interest requested an amendment of paragraph 1, subparagraph "A" and subparagraph "C" as set forth in the above referenced MOU.
- December 11, 2015, the Government and the Non-Federal Interest entered into an amendment to modify paragraph 1, subparagraph "A" and subparagraph "C" as set forth in the above referenced MOU.
- June 10, 2016, the Non-Federal Interest has made an additional request regarding Pump Station No. 9 to amend paragraph 1 subparagraph "A" as set forth in the above referenced MOU.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: FW0009
Account Number: 040-3315-532.23-07

Finance

Staff Recommendation:

To adopt a Municipal Order authorizing the Mayor to execute Amendment Number 2 to Memorandum of Understanding between the Department of the Army and the City of Paducah Kentucky for work provided or performed prior to execution of a Project Partnership Agreement for Ohio River Shoreline, Paducah Kentucky, Reconstruction Project.

Attachments:

Executed Memorandum of Understanding dated September 28, 2015

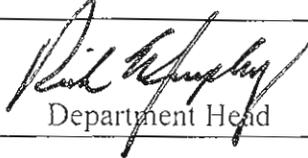
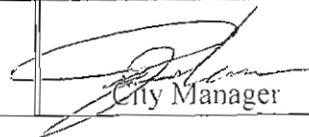
Municipal Order #1861

Amendment Number 1 to MOU

November 2, 2015 letter to Colonel Beck

June 10, 2016 MOU Amendment Request

Amendment Number 2 to MOU

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 2 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY OF PADUCAH FOR WORK PROVIDED OR PERFORMED PRIOR TO EXECUTION OF A PROJECT PARTNERSHIP AGREEMENT FOR THE OHIO RIVER SHORELINE, PADUCAH, KENTUCKY, RECONSTRUCTION PROJECT

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

WHEREAS, the City adopted Municipal Order #1874 authorizing the Mayor's execution of Amendment No. 1 to the above MOU which amended the original MOU to allow in-kind contribution credits for the replacement of Pump Station #9, pumps 1 and 2 and to allow up to 12 floodwall closures to be permanently sealed; and

WHEREAS, the Department of the Army has presented Amendment No. 2 which further provides that the City of Paducah become eligible to receive "In-Kind" credits as identified in the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project for the City's expenses for the comprehensive reconstruction, rehabilitation, and/or restoration of Floodwall Pump Station No. 9; and

WHEREAS, it is necessary to authorize the Mayor to execute the Amendment.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute Amendment Number 2 to the Memorandum of Understanding between the Department of the Army and the City of Paducah for work provided or performed prior to execution of a Project Partnership Agreement for Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, August 9, 2016
Recorded by Tammara S. Sanderson, City Clerk, August 9, 2016
\\mo\MOU-amend2-Ohio River Shoreline

Amendment Number 2 To Memorandum Of Understanding
Between The Department Of The Army And The City Of
Paducah, Kentucky For Work Provided Or Performed Prior
To Execution Of A Project Partnership Agreement For Ohio
River Shoreline, Paducah, Kentucky, Reconstruction
Project

THIS AMENDMENT NUMBER 2 TO MEMORANDUM OF UNDERSTANDING
is made and entered into this ____ day of _____,
2016, by and between the United States Department of the
Army (hereinafter referred to as the "Government"), acting
by and through the Commander and District Engineer, United
States Army Engineer District, Louisville and the City of
Paducah, Kentucky, a Home Rule Class city organized and
existing under and pursuant to the laws of the Commonwealth
of Kentucky (hereinafter referred to as the "Non-Federal
Interest"), acting by and through the Mayor of the City of
Paducah, Kentucky.

WITNESSETH, THAT:

WHEREAS, on the 28th day of September, 2015, the Government
and the Non-Federal Interest did enter into a Memorandum of
Understanding¹ for the performance of certain work prior to the
execution of the Project Partnership Agreement for the Ohio
River Shoreline, Paducah, Kentucky, Reconstruction Project;

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

WHEREAS, on the 11th day of December, 2015, the Government
and the Non-Federal Interest did enter into an amendment² to
modifying paragraph 1, subparagraph a and subparagraph c as set
forth in the above-referenced Memorandum of Understanding; and

WHEREAS, by letter dated the 10th day of June, 2016, the
Non-Federal Interest has made an additional request to amend
paragraph 1, subparagraph a³ as set forth in the above-
referenced Memorandum of Understanding.

¹The September 28, 2015 Memorandum of Understanding is attached hereto as Exhibit 1, and all terms and conditions as set forth therein are incorporated herein by reference.

²The December 11, 2015 amendment is attached hereto as Exhibit 2, and all terms and conditions as set forth therein are incorporated herein by reference.

³Paragraph 1, subparagraph a as set forth in the December 11, 2015 amendment reads as follows: Replace Pump Station No. 9, pumps 1 and 2 as generally described in the above-referenced letter from the Non-Federal Interest. Replace related Pump Station No. 9 components and reconfigure Pump Station 9 as generally described in the above-referenced letter from the Non-Federal Interest.

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

1. That the above-stated recitals shall be a part of this Amendment Number 2 to Memorandum of Understanding.

2. That this Amendment Number 2 to Memorandum of Understanding shall become effective upon the date it is signed by the Commander and District Engineer, United States Army Engineer District, Louisville.

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

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

Second: Replace related Pump Station No. 9 components and reconfigure Pump Station 9 as generally described in the November 2, 2015 letter from the Non-Federal Interest.

Third: Restore, rehabilitate, replace and/or reconstruct a Programmable Logic Control System for Pump Station No. 9 as generally described in the draft design documents dated April 15, 2016.

Fourth: Restore, rehabilitate, replace and/or reconstruct the roof of Pump Station No. 9 as generally described in the draft design documents dated April 15, 2016.

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

IN TESTIMONY WHEREOF, witness the signature of the City of Paducah, Kentucky, a Home Rule Class city organized and existing under and pursuant to the laws of the Commonwealth of Kentucky, by its duly qualified and elected Mayor, Gayle Kaler, pursuant to a Ordinance duly passed and adopted by the affirmative vote of a majority of the duly qualified and elected members of the Board of Commissioners, City of Paducah, Kentucky, this ____ day of _____, 2016.

CITY OF PADUCAH, KENTUCKY

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

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

IN TESTIMONY WHEREOF, witness the signature of the United States Department of the Army, acting by and through the Commander and District Engineer, United States Army Engineer District, Louisville, this ____ day of _____, 2016.

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

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

CERTIFICATE OF AUTHORITY

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

Witness the signature of W. David Denton, Denton Law Firm, PLLC, City Attorney, City of Paducah, Kentucky, this _____ day of _____, 2016.

CITY OF PADUCAH, KENTUCKY

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

July 13, 2016



CITY OF PADUCAH

300 South 5th Street

P. O. Box 2267

Paducah, KY 42002-2267

www.paducahky.gov

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

Phone: (270) 444-8511

Fax: (270) 444-8689

10, June 2016

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

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

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

Dear Colonel Beck:

Please recall my correspondence of request to you of 9 September and 2 November 2015, regarding the above referenced subject. Whereas the City of Paducah's (Sponsor) requests were received by the USACE Louisville District (District) and an appropriate MOU was executed 28 September 2015 and a subsequent Amendment Number 1 was executed 11 December 2015 between the District and the Sponsor. As you are also aware, more recent complications within the USACE Civil Works protocols prevented our project from moving forward upon our Project Authorization becoming invalid. Additionally, the \$5.5 million budgeted in the Energy and Water Development and Related Agencies Appropriations Act were not funded due to the complications associated with our Project's compromised Authorization. The Sponsor's current understanding based on the information it has received from the USACE Louisville District (District) is that the government cannot participate in ANY reconstruction efforts associated with this project at this time. With this understanding, compounded by the fact that the government is unable to determine when ANY tangible Project Reconstruction funding may become available has put the citizens of Paducah at risk.

For the record, the USACE and Sponsor are acutely aware that the Paducah LFPP Pump Stations No. 2 and No. 9 are in a condition that warrants their immediate need for reconstruction and can no longer be delayed. Therefore, given these circumstances, the Sponsor is now left with its only alternative of hiring Colonel Christopher G. Beck, P.E. an outside qualified professional engineering consultant (Consultant) to provide ALL of the appropriate engineering services that remain to successfully facilitate the complete reconstructive effort for the Paducah LFPP Pump Stations No. 2 and No. 9 as currently understood by the



EQUAL OPPORTUNITY EMPLOYER

Colonel Christopher G. Beck, P.E.

10 June 2016

Page 2 of 3

District and Sponsor. It should be noted the design documents and construction documents initiated by the District are as of this date incomplete. Therefore, the Sponsor in conjunction with its Consultant must assume the current design documents from the District in order to expedite the reconstruction of Pump Stations No. 2 and No. 9. As the Sponsor and Consultant move the Project forward, they may encounter Project omissions, design oversights, discoveries and/or complications left by the District while finalizing the Paducah LFPP Pump Stations No. 2 and No. 9 reconstruction documents. Should this occur, all said encounters will be corrected and properly illustrated in the final design and reconstruction documents.

Given the discussion herein, the Sponsor must now formally request of the District to draft an additional "Amendment" that addresses the status of the previously executed MOU and its Amendment Number 1 and that will address/include the following bulleted items:

- The USACE will provide the Sponsor for the Sponsor's use or the use of the Sponsor's Consultant's use the most up to date digital version of ALL native CADD, Word Documents and Specifications that it has generated for the complete reconstruction for both Pump Stations No. 2 and No. 9.
- Given that Pump Station No. 9 has been documented in great detail through Sponsor's correspondence and by identified MOU and its Amendment Number 1 herein, the USACE will recognize the Sponsor's by-pass/temporary pumping expenses in association with Pump Plant No. 9 from 29 December 2015 through 2 May 2016 as part of the overall Pump Plant No. 9's reconstructive effort.
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- Permit the Sponsor to receive "Authorized Project In-Kind Credit" for all expenses it will incur to remove, restore, rehabilitate, replace and/or reconstruct any/all flap gates stated within the subject

Colonel Christopher G. Beck, P.E.

10 June 2016

Page 3 of 3

LFPP's aforementioned authorization documents. This portion of the Project is characterized as "Priority No. 2, Flap Gates."

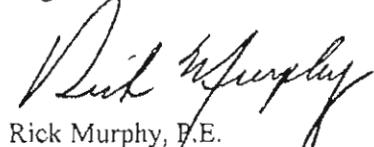
- Permit the Sponsor to receive "Authorized Project In-Kind Credit" for all expenses it will incur to permanently seal and/or modify several of the LFPP's 47 movable closures that have become obsolete to commercial use and access to the Ohio River. This portion of the Project is also described within the subject LFPP's authorized documents and has been characterized as "Priority No. 3, Seal Closures."

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

In conclusion, the Sponsor is heretofore making a formal appeal and request to the District to immediately pursue an Amendment to the current MOU discussed herein, allowing the Sponsor to receive "Authorized Project "Cash and/or In-Kind Credit" for those items listed in the bulleted points above, as well as any additional Project authorized component failures integral to the Project that may fail prior the USACE and Sponsor having the opportunity to execute a PPA.

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

Regards;



Rick Murphy, P.E.

City Engineer & Public Works Director

C: Jeff Pederson, City Manager, via email
Honorable Gayle Kaler, Mayor, via email
John R. Bock, P.E., USACE, LRL Chief, Engineering Division, via email
Michael Moore, USACE, LRL Project Manager, via email



CITY OF PADUCAH

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

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

Rick Murphy, P.E.
City Engineer

2 November, 2015

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

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

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

Dear Colonel Beck:

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

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

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

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

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

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

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

Colonel Christopher G. Beck, P.E.

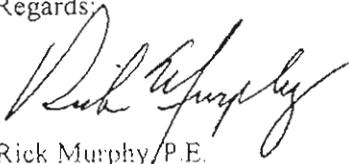
2 November, 2015

Page 3 of 3

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

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

Regards:



Rick Murphy, P.E.

City Engineer & Public Works Director

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

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

THIS AMENDMENT NUMBER 1 TO MEMORANDUM OF UNDERSTANDING
is made and entered into this 11th day of December,
2015, by and between the United States Department of the
Army (hereinafter referred to as the "Government"), acting
by and through the Commander and District Engineer, United
States Army Engineer District, Louisville and the City of
Paducah, Kentucky, a Home Rule Class city organized and
existing under and pursuant to the laws of the Commonwealth
of Kentucky (hereinafter referred to as the "Non-Federal
Interest"), acting by and through the Mayor of the City of
Paducah, Kentucky.

WITNESSETH, THAT:

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

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

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

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

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

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

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

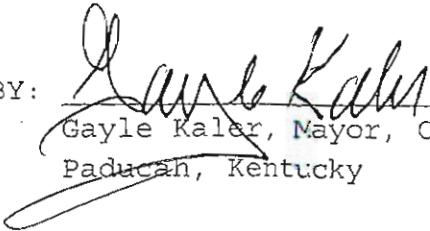
c. Permanently seal and or modify a reasonable number not to exceed twelve (12) as compared to the number set forth in the feasibility study of movable closures as determined by final design generally described in the above-referenced letter from the Non-Federal Interest.

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

IN TESTIMONY WHEREOF, witness the signature of the City of Paducah, Kentucky, a Home Rule Class city organized and existing under and pursuant to the laws of the Commonwealth of Kentucky, by its duly qualified and elected Mayor, Gayle Kaler, pursuant to a Ordinance duly passed and adopted by the affirmative vote of a majority of the duly qualified and elected members of the Board of Commissioners, City of Paducah, Kentucky, this 4~~th~~ day of DECEMBER, 2015. This Amendment Number 1 to Memorandum of Understanding shall become effective upon the date it is signed by the Commander and District Engineer, United States Army Engineer District, Louisville.

CITY OF PADUCAH, KENTUCKY

BY:



Gayle Kaler, Mayor, City of
Paducah, Kentucky

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

IN TESTIMONY WHEREOF, witness the signature of the United States Department of the Army, acting by and through the Commander and District Engineer, United States Army Engineer District, Louisville, this 11th day of December, 2015. This Amendment Number 1 to Memorandum of Understanding shall become effective upon the date it is signed by the Commander and District Engineer, United States Army Engineer District, Louisville.

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

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

CERTIFICATE OF AUTHORITY

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

Witness the signature of W. David Denton, Denton Law Firm, PLLC, City Attorney, City of Paducah, Kentucky, this 3RD day of DECEMBER, 2015.

CITY OF PADUCAH, KENTUCKY

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

MUNICIPAL ORDER NO. 1861

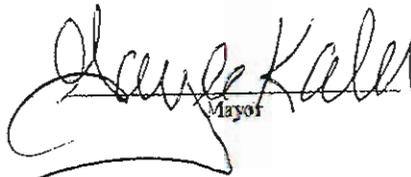
ADOPTED

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

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

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


Mayor

ATTEST:


Tammara S. Sanderson, City Clerk

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

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

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

WITNESSETH, THAT:

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

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

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

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

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

1. The Non-Federal Interest shall provide or perform the Proposed Work in accordance with the terms and conditions of this MOU. The Proposed Work shall consist of:

a. Rebuild/Rehabilitate both of Pump Station No. 9 pumps 1 and 2, respectively, as generally described in the above-referenced letter from the Non-Federal Interest.

b. Restore, rehabilitate, replace and/or reconstruct any/all flap gates as generally described in the above-referenced letter from the Non-Federal Interest.

c. Permanently seal eight movable closures as generally described in the above-referenced letter from the Non-Federal Interest.

2. The Non-Federal interest shall develop all necessary engineering plans and specifications for the Proposed Work.

3. The Non-Federal Interest shall complete all necessary environmental coordination and obtain all applicable Federal, State, and local permits required for the performance of the Proposed Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PADUCAH, KENTUCKY

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

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

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

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

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

CERTIFICATE OF AUTHORITY

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

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

CITY OF PADUCAH, KENTUCKY

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

Agenda Action Form Paducah City Commission

Meeting Date: 9 August 2016

Short Title: FLOODWALL PUMP STATION #2 REHABILITATION – DRA COMMUNITY INFRASTRUCTURE FUND (CIF)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Rick Murphy, Sheryl Chino

Presentation By: Rick Murphy

Background Information: The Delta Regional Authority (DRA) works to improve regional economic opportunity by helping to create jobs, build communities, and improve the lives of the 10 million people who reside in the 252 counties and parishes of the eight-state Delta region. DRA is offering for the first time the Community Infrastructure Fund (CIF). CIF grants may be used for flood control, basic infrastructure development and transportation improvements to benefit communities with the greatest infrastructure needs.

The Engineering Department is proposing to submit a CIF application to rehabilitate Pump Station #2 at the floodwall. Improvements include: replacement of pump plant discharge pipes; rehabilitation of various mechanical components of all seven pumps and motors; replacement of the sluice gate; installation of a manual transfer switch; installation of a fused disconnect switch; replacement of motor gate actuators and controls; and, various appurtenances.

The total preliminary project cost is estimated to be \$5,105,000, which includes construction, engineering, and advertising costs. The city is applying for 1,014,500, which includes a mandatory administration cost of \$14,500 to be paid to the Purchase Area Development District. The balance will be provided from the City's FY2017 budget.

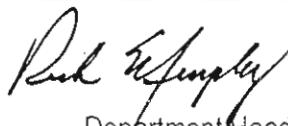
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
 Account Number:
 Project Number:
 CFDA:

Finance

Staff Recommendation: Authorize and direct the mayor to execute all grant related documents; as well as, authorize the planning department to submit the CIF application through the DRA grants management web portal.

Attachments: None

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE CITY'S PLANNING DEPARTMENT TO SUBMIT AN APPLICATION FOR A COMMUNITY INFRASTRUCTURE FUND GRANT IN THE AMOUNT OF \$1,014,500 FROM THE DELTA REGIONAL AUTHORITY FOR THE FLOODWALL PUMP STATION #2 REHABILITATION PROJECT AND AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO THE APPLICATION

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Planning Department to submit an application for a Community Infrastructure Fund Grant in the amount of \$1,014,500 from the Delta Regional Authority for the Floodwall Pump Station #2 Rehabilitation Project. A mandatory administration cost of \$14,500 will be paid to the Purchase Area Development District.

SECTION 2. The Mayor is hereby authorized to execute all documents related to the grant application.

SECTION 3. A 10% match is required from the City and will be provided from the City's FY2017 budget.

SECTION 4. 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 August 9, 2016
Recorded by Tammara S. Sanderson, City Clerk, August 9, 2016
\\mo\grants\cdbg-delta regional authority-floodwall pump station #2

Delta Regional Authority – Community Infrastructure Fund (CIF) Floodwall Pump Station #2 Rehabilitation

CIF Program Background:

The Delta Regional Authority (DRA) works to improve regional economic opportunity by helping to create jobs, build communities, and improve the lives of the 10 million people who reside in the 252 counties and parishes of the eight-state Delta region. DRA is offering for the first time the Community Infrastructure Fund (CIF). The newly created CIF grant program may be used for flood control, basic infrastructure development and transportation improvements to benefit communities with the greatest infrastructure needs.

The City is looking to qualify the project under the Flood Control Criteria. This criterion is for projects with the purpose of alleviating flooding in economic development thoroughfares and supporting community viability. Flood control project can include levee/dam projects and dredging of inland ports.

Project Scope

The Engineering Department is proposing to submit a CIF application to rehabilitate Pump Station #2 at the floodwall. Improvements include: replacement of pump plant discharge pipes; rehabilitation of various mechanical components of all seven pumps and motors; replacement of the sluice gate; installation of a manual transfer switch; installation of a fused disconnect switch; replacement of motor gate actuators and controls; and, various appurtenances.

Project Cost

DRA – Construction/Rehab Activities:	\$1,000,000
DRA – Administration to PADD	\$ 14,500
Total Project Cost:	\$5,105,000

Project Importance

- The City of Paducah operates and maintains the concrete and earthen levee system that extends 12.25 miles (9.25 miles of earthen levee and 3.0 miles of concrete).
- The concrete wall in downtown Paducah is 14 feet in height.
- The system includes 12 pump stations and several pipe gates, pipes, and 47 vehicular openings.
- The floodwall provides a level of protection equal to the record 1937 flood plus three feet.
- The floodwall protects and minimizes the flood risk for 11,000 acres and more than 25,000 people.
- According to the US Army Corps of Engineers (USACE), an estimated \$1.2 billion of City and County assets are protected by Paducah's floodwall protection system.
- USACE and the City have been working together since 1998 to bring the components of the Floodwall (including the pump stations) to an "acceptable" rating.
- USACE made an estimating error of omission for Pump Station #2, delaying USACE funding for at least 36 months.
- Pump Station #2 services 1,826 acres and serves 3,271 households.
- City has decided to pursue funding for rehab of Pump Station #2 without cost-sharing with USACE to ensure the health and safety of Paducah residents.
- Pump Station #2 is experiencing 33% pumping capacity loss.
- The loss of Pump Station #2 could lead to devastating flooding.
- Pump Station #2 serves as the discharge station for the Joint Sewer Agency.

Agenda Action Form

Paducah City Commission

Meeting Date: July 26, 2016

Short Title: Ridgewood Villas Final Subdivision and Villa Ridge Drive ROW acceptance

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:

On July 18, 2016; the Paducah Planning Commission approved a Final Subdivision Plat for Phase I of the Ridgewood Villas subdivision. The intent of this plat is to establish a property line to divide Phase I from Phase II, establish easements, establish setback lines, accept the Villa Ridge Right-of-Way and establish a condominium regime for the quad-plexes & duplexes.

The City of Paducah Engineering Department has received and approved an irrevocable letter of credit in the amount of \$250,000.00

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

Finance

Motion:

Attachments:

Planning Commission Resolution
Irrevocable Letter of Credit
Ridgewood Villas Final Subdivision Plat

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

Meeting Date: July 26, 2016

Short Title: Purchase of One (1) 2016 Wheeled Loader to be used by the Solid Waste Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.

Kathy Wyatt, EPW Admin Asst. III

Dena Alexander, EPW Admin Asst. III

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

Background Information:

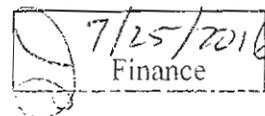
In accordance with the adopted Fleet Plan Budget, a new Wheeled Loader was authorized to be purchased for use in the EPW Solid Waste Division. The authorized Kentucky State Contract vendor for a John Deere 544K Wheeled Loader is ERB Equipment Co., Inc., located in Paducah, KY, who quoted a price of \$155,492.00 for this wheeled loader.

The Kentucky Master Agreement number is MA #758 1300000671.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Rolling Stock/Vehicles - Heavy

Account Number: 050-2211-531-4007

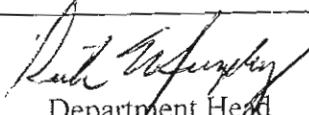
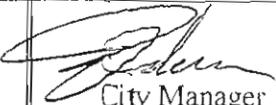


Staff Recommendation:

To authorize the purchase of a new John Deere 544K Wheeled Loader for use by the EPW Solid Waste Division from ERB Equipment Co., Inc., for a quoted price of \$155,492.00.

Attachments:

Quote and Ky Master Agreement Information

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

Meeting Date: July 26, 2016

Short Title: Purchase of One (1) 2016 Backhoe Loader to be used by the Street Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.
Kathy Wyatt, EPW Admin Asst. III
Dena Alexander, EPW Admin Ass. III
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

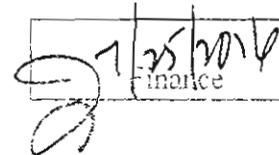
In accordance with the adopted Fleet Plan Budget, a new Backhoe Loader* was authorized to be purchased for use in the EPW Street Division. The authorized Kentucky State Contract vendor for a Case 590SN Backhoe Loader is McKeel Equipment Co., Inc., located in Paducah, KY, who quoted a price of \$112,988.60 for this backhoe loader.

The Kentucky Master Agreement number is MA #758130000673.

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

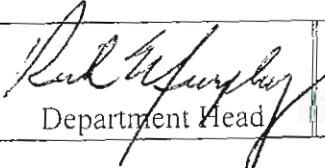
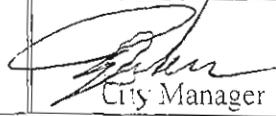

Finance

Staff Recommendation:

To authorize the purchase of a new Case 590SN Backhoe Loader for use by the EPW Street Division from McKeel Equipment Co., Inc., for a quoted price of \$112,988.60.

Attachments:

Quote and Ky Master Agreement Information

 Department Head	City Clerk	 City Manager
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* FY2017 called for Wheeled Excavator (\$227,500), but will not take place per R Crouch. Instead, this piece of equipment will be acquired.

Agenda Action Form Paducah City Commission

Meeting Date: July 26, 2016

Short Title: Purchase of One (1) 2016 Rubber Track Loader to be used by the Street Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.
Kathy Wyatt, EPW Admin Asst. III
Dena Alexander, EPW Admin Asst. III
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

In accordance with the adopted Fleet Plan Budget, a new Rubber Track Loader was authorized to be purchased for use in the EPW Street Division. The authorized Kentucky State Contract vendor for a Case TR310-T4 Rubber Track Loader is McKeel Equipment Co., Inc., located in Paducah, KY, who quoted a price of \$51,498.71 for this backhoe loader.

The Kentucky Master Agreement number is MA #758130000673.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

7/25/2016
Finance

Account Number: 071-0210-542-4005

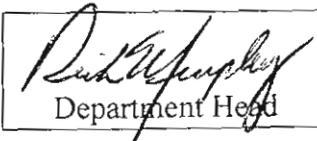
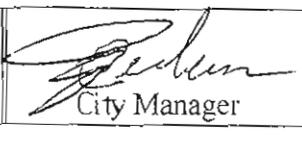
Staff Recommendation:

To authorize the purchase of a new Case TR310-T4 Rubber Track Loader for use by the EPW Street Division from McKeel Equipment Co., Inc., for a quoted price of \$51,498.71.

skidster

Attachments:

Quote and Ky Master Agreement Information

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

Meeting Date: July 26, 2016

Short Title: Purchase of One (1) 10 Cubic Yard Tom Cat Satellite Side Loader mounted on a 2017 Ford F550 Chassis to be used by the Solid Waste Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.
Kathy Wyatt, EPW Admin Asst. II
Dena Alexander, EPW Admin Asst. III
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

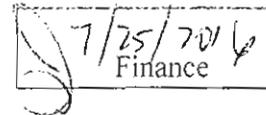
Background Information:

In accordance with the adopted Fleet Plan Budget, a new 10 Cubic Yard Tom Cat Satellite Side Loader mounted on a 2017 Ford F550 Chassis was authorized to be purchased for use in the EPW Solid Waste Division. The authorized Kentucky State Contract vendor for a 10 Cubic Yard Tom Cat Satellite Side Loader mounted on a 2017 Ford F550 Chassis is Municipal Equipment, Inc., located in Louisville, KY who quoted a price of \$100,014.71 for this side loader.

The Kentucky Master Agreement number is MA #758 160000557-1 and #758 1100000911-19.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Rolling Stock/Vehicles-Heavy



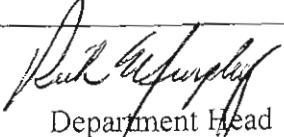
Account Number: 050-2209-531-4007

Staff Recommendation:

To authorize the purchase of a new 10 Cubic Yard Tom Cat Satellite Side Loader mounted on a 2017 Ford F550 Chassis for use by the EPW Solid Waste Division from Municipal Equipment, Inc., for a quoted price of \$100,014.71.

Attachments:

Quote and Ky Master Agreement Information

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

Meeting Date: August 9, 2016

Short Title: Contract for 911 Wireless Communications Consultant Federal Engineering

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Kyle, Brandon Barnhill
Presentation By: Steve Kyle

Background Information:

In 2013, the city commission and fiscal court commissioned a review of E-911 operations. As a result of the report, recommendations were made to establish a capital plan for replacement of equipment. Part of that plan would be identifying replacement equipment for the current equipment that has reached end of life. The Paducah/McCracken County Emergency Communications Board commissioned an RFQ/RFP for a Public Safety/Wireless Communications Consultant. The contracted services with the Public Safety/Wireless Communications Consultant will be for planning, design, and implementation assistance in the replacement of the current 911 system infrastructure, including a public safety radio/wireless communication system, a 911 telephony system, and computer-aided dispatch systems. The result of the review of the RFQ/RFP's submitted was the identification and recommendation of Federal Engineering, Inc., as the consultant to be contracted. The City Commission previously authorized \$126,086.00 for half of the consultant fee. The 911 Communications Services Department recommends to authorize the remaining \$126,086.00 and to accept and sign the Federal Engineering contract for \$252,172.00.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

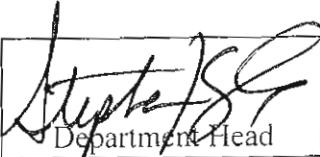
Funds Available: Account Name: General Fund, Unreserved Fund Balance
Account Number:

 8/5/16 Finance

Staff Recommendation:

Approve contract and provide the remaining funding for the wireless communications consultant.

Attachments:

 Department Head	City Clerk	City Manager
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ORDINANCE NO. 2016 _____**AN ORDINANCE AUTHORIZING AND APPROVING THE
APPROPRIATION OF FUNDS FOR PURPOSES OF
ENGAGING FEDERAL ENGINEERING, INC. TO
PERFORM CONSULTING WORK FOR CITY OF
PADUCAH 911 COMMUNICATIONS SERVICES
DEPARTMENT**

WHEREAS, the Board of Commissioners of the City of Paducah recognizes that the 911 system infrastructure is one of the most important and critical aspects of providing and delivering public safety to its citizens and visitors;

WHEREAS, the City of Paducah began 911 operations July 1, 2016 as the 911 Communications Service Department;

WHEREAS, the current 911 system infrastructure is near the end of its functional life;

WHEREAS, bids were sought for a Public Safety/Wireless Communications Consultant who could plan, design, and provide implementation assistance in the replacement of the current 911 system infrastructure, including a public safety radio/wireless communication system, a 911 telephony system, and a computer-aided dispatch system;

WHEREAS, as the respondent that submitted the best bid, and as the best suited respondent to perform the professional engineering services involved, Federal Engineering, Inc. has been selected to perform the planning and design phases, and a portion of the implementation phase, of the consulting work for a fee of \$252,172.00;

WHEREAS, the City of Paducah previously enacted an ordinance authorizing payment of one-half of the fee to Federal Engineering; and

WHEREAS, due to the current condition of the 911 equipment which will be utilized by

this Department, it is imperative to immediately proceed with the consulting work by Federal Engineering.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Federal Engineering, Inc. for consulting services to plan, design, and provide limited implementation assistance of a Public Safety/Wireless Communication System, 911 Telephony System, and Computer Aided Dispatch System.

SECTION 2. The Board of Commissioners of the City of Paducah hereby approves and consents to the additional appropriation of funds in the amount of \$126,086.00, which represents the additional one-half of the consultant's fee for the two initial stages of the Public Safety/Wireless Communications Consultant project.

SECTION 3. The Finance Director is hereby authorized to make said expenditure approved in Section 1 from the General Fund, Unreserved Fund Balance of the City of Paducah, Kentucky.

SECTION 4. 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 5. 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 6. 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 7. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2016.

Adopted by the Board of Commissioners, _____, 2016.

Recorded by City Clerk, _____, 2016.

Published by The Paducah Sun, _____, 2016.

PROFESSIONAL CONSULTING AGREEMENT

This Professional Consulting Agreement made this ____ day of July 2016, by and between Federal Engineering, Inc., a Maryland corporation, having offices at 10600 Arrowhead Drive, Suite 160, Fairfax, Virginia 22030, (hereinafter called "FE") and the City of Paducah, Kentucky, a municipal corporation (hereinafter called the "City").

RECITALS

WHEREAS, the City, along with McCracken County, Kentucky, and various public agencies and emergency responders in the City of Paducah and McCracken County, are the users of a 9-1-1 telephony system, various public radio and wireless communications systems and a Computer Aided Dispatch or "CAD" system, which includes:

- the City of Paducah and McCracken County 9-1-1 Telephony System;
- the City of Paducah 800 MHz trunked radio system;
- the McCracken County Emergency Management 800 MHz trunked radio system;
- the VHF radio system supporting various fire departments in McCracken County;
- the VHF radio system support Mercy Regional Ambulance Service;
- the Computer Aided Dispatch System (CAD) supporting the various public and emergency response agencies in the City of Paducah and McCracken County

(the "Current Systems");

WHEREAS, the City desires to develop a new countywide 9-1-1 telephony system, public radio and wireless communications system and Computer Aided Dispatch or "CAD" system (the "New Systems") that will be owned by the City but also available to other public agencies and first responders in the City of Paducah and McCracken County, including but not limited to the City of Paducah Fire Department, the City of Paducah Police Department, the City of Paducah 911 Department, various fire departments located in McCracken County, the Mercy Regional Ambulance Service, the Paducah Independent School System, the McCracken County School Board, and the electric, water and sewer utilities in McCracken County (the "Users");

WHEREAS, the City of Paducah and McCracken County Emergency Communications Board (acting on behalf of the City of Paducah and McCracken County) issued a Request for Qualifications/ Proposals RFQ/RFP #15-01 (the "RFP") for specialized professional consulting services related to the design, technical specifications, and implementation of the New Systems;

WHEREAS, in response to the RFP, FE submitted its Technical and Cost Proposals for Public Safety/ Wireless Communications Consultant dated July 10, 2015 to the City (the "Proposal");

WHEREAS, FE clarified its Proposal by issuing The City of Paducah, KY Amendment #1 to the FE Public Safety/Wireless Communications Consultant Technical Proposal July 15, 2016;

WHEREAS, the City accepts FE's Proposal, and engages FE to perform the work for the City, as described and identified in the RFP and Proposal, for the compensation identified in the Proposal, subject to the terms, conditions, warranties and covenants contained in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS, WARRANTIES AND COVENANTS DESCRIBED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS: The performance of work by FE for the City is subject to the terms and conditions contained in the following documents (the "Contract Documents"):

- a. this Agreement;
- b. the RFP, a copy of which is attached hereto as Exhibit "A";
- c. Addendum No. 1 to the RFP, a copy of which is attached hereto as Exhibit "B" ("Addendum No. 1");
- d. Addendum No. 2 to the RFP, a copy of which is attached hereto as Exhibit "C";
- e. the technical portion of FE's Proposal, a copy of which is attached hereto as Exhibit "D" (the "Technical Proposal");
- f. the cost portion of FE's Proposal, a copy of which is attached hereto as Exhibit "E" (the "Cost Proposal");
- g. The City of Paducah, KY Amendment #1 to the FE Public Safety/Wireless Communications Consultant Technical Proposal July 15, 2016 (the "Technical Proposal Amendment"), a copy of which is attached hereto as Exhibit "F"; and
- h. Any Task Orders issued by the City and accepted by FE with a copy returned to the City.

2. STATEMENT OF WORK: FE shall perform all work identified or described in the Contract Documents, including but not limited to such specialized professional consulting services necessary to:

- a. conduct a complete and comprehensive inventory, evaluation and analysis of the existing infrastructure, hardware and software components comprising the Current Systems, as well as any site conditions that may affect the operability, performance or connectivity of the New Systems, including but not limited to coverage and interference issues as described by the system users;
- b. develop and identify the needs, demands and desires of the Users with respect to the New Systems (the "Needs Assessment");
- c. identify and evaluate the most appropriate radio and wireless communications system for a countywide public agency and emergency responder radio and wireless communications system, and, if at least one additional feasible alternative exists, identify the second most appropriate system;
- d. with input from the Users, make recommendations to the City regarding technical specifications for each of the New Systems and develop and prepare those specifications;

- e. consult with electric, water, and other utility providers in the City of Paducah and McCracken County to ascertain the existence of potential conflicts or interference with respect to the New Systems; and
- f. identify and describe to the City and Users in writing the recommended and necessary changes to the Current Systems and any related or interconnected equipment, infrastructure, hardware and software for connectivity or interfacing with the New Systems;
- g. assist with the development of bids or requests for proposals and provide all technical assistance during the bid or procurement process;
- h. evaluate and review vendor proposals or responses to the requests for proposals for compliance with the technical and non-technical aspects of the City's request for proposals;
- i. make recommendations regarding the acceptance or non-acceptance of vendor proposals and responses to requests for proposals;
- j. provide 64 hours of experienced contract negotiations support and insight, including but not limited to providing insight into vendors' negotiation methods and practices, cost analysis and review, and resolution of negotiation issues;
- k. review and verify the design, drawings, fabrication, installation, acceptance and implementation of the New Systems, including but not limited to those activities described on pages 18-21 of the Technical Response as bound by paragraph 1.3.8 of FE's Cost Proposal.

(collectively referred to as the "Work"). FE shall perform the Work subject to the terms, conditions, warranties and covenants contained in the Contract Documents.

While the Technical Proposal Amendment deletes McCracken County, Kentucky as a user of the systems, other Users are located in McCracken County, Kentucky, thus all deletion references contained in the Technical Proposal Amendment shall be to McCracken County, Kentucky as a user and site surveys and analyses of current McCracken County systems, and shall not apply to other Users located within the geographic area of McCracken County, Kentucky.

FE shall perform as part of the Work (and as part of the fixed price compensation identified in Section 3 below) all work identified or described in the Technical Proposal. This shall not include all work described in the Technical Proposal as an "option" or "optional". FE warrants that the "option" or "optional" tasks excluded from the Work are not needed to develop the functional and performance specifications for the City to acquire systems that meet the City's needs. This shall also include all work involving the collection of information, observations and data that is described in the Technical Proposal as "typical" or "typically collected" as required to develop the functional and performance specifications for the City to acquire systems that meet the City's needs.

FE shall not be obligated to conduct an interactive workshop described in Section 2.4.1. However, FE shall be obligated (as part of the Work compensated as part of the fixed price in Section 3 below) to address the needs and issues described in Section 2.4.1 of the Technical Proposal as part of the Work described in Section 2.1 of the Technical Proposal.

FE shall not be obligated as part of the Work to assist with re-layout of the dispatch center, as described on page 12 of the Technical Proposal. FE shall not be obligated as part of the Work to support or assist with determining the practicality of implementing a backup center, as described on page 12 of the Technical Proposal. FE shall include consideration of the City's backup and redundancy needs described in Addendum No. 1 as part of the Work described in Section 2.1 of the Technical Proposal.

3. COMPENSATION: FE's total compensation for the Work (excluding any additional compensation identified in a Task Order) shall be as follows:

Fixed price for work related to the 9-1-1 Telephony System:	\$ 49,950
Fixed price for work related to the Radio System:	\$132,236
Fixed price for work related to the Computer Aided Dispatch:	\$ 69,966
Total:	\$252,172

Because FE is an experienced professional consulting services firm specializing in the subject matter of this Agreement, because FE has engaged in an on-site visit to ascertain existing conditions, and because FE was selected largely due to its fixed price proposal, its compensation for the Work shall be fixed as identified in this Section 3, without any equitable or other adjustment(s). Because the parties contemplate both a phased approach and an approach that separates the Work in time with respect to each of the three components of the New Systems, there shall be no adjustment to the fixed price as a result of such phased approach or separation.

FE shall separately invoice the City for the Work for each completed phase for each separate component. The separate components are the 9-1-1 Telephony System, the Radio system and the Computer Aided Dispatch System. The separate phases are Phase 1, Phase 2 and Phase 3, as identified on page 6 of the Technical Proposal. FE shall invoice the City as follows:

Phase 1 which includes 9-1-1 Telephony System, the Radio system and the Computer Aided Dispatch System together

- 40% of the total consulting cost of all three components at the completion of the phase

Phase 2 which will be performed separately for each component

- 30% upon delivery of the vendor RFP
- 20% upon completion of the vendor proposals reviews
- 9% upon vendor selection

Phase 3 which will be performed separately for each component

- 1% upon completion of the project initiation meeting

Payment of all invoices shall be due within thirty (30) days of the invoice date.

4. ADDITIONAL WORK: The City may request that FE perform work in addition to the Work described in the Contract Documents by issuing one or more written task orders for

additional work ("Task Order(s)") which may specify: (a) the statement of additional work to be performed; (b) security requirements, if any; (c) compensation for the additional work; (d) any ceiling price or amount of the order including all charges and travel authorizations, if any; and (e) any other terms, conditions, warranties or covenants. Any Task Order issued by the City shall be subject to review and acceptance by FE, which shall document its acceptance by signing the Task Order in the space provided and returning a copy to the City. FE shall not perform any additional work described in a Task Order prior to signing such Task Order and returning a copy to the City. Except as expressly provided in any Task Order, the terms, conditions, warranties and covenants contained in the Contract Documents shall apply to any work performed pursuant to any such Task Order. FE acknowledges that only the City's Mayor or City's Manager has authority to issue any Task Order.

For fixed price Task Orders, FE will submit invoices in accordance with any agreed upon milestone schedule showing the tasks that have been completed, or if no such milestones are provided, upon completion of the additional work described in the Task Order. For time or materials Task Orders, FE will submit monthly invoices in accordance with the rates and terms included in the Task Order, or, if none, in accordance with the rates included in the Cost Proposal for additional work. Such invoices shall indicate the number of days or hours worked and an itemized breakdown of other costs incurred.

5. TERMINATION. The City shall have the right to terminate or cancel this Agreement at any time for any cause or for no cause. The City shall provide immediate notice of any termination to FE.

In the event of termination prior to completion of the Work, FE shall receive compensation for any separate component or phase of the Work it has completed at the time of FE's receipt of the City's notice of termination. Payment for partial completion of a separate phase of any component shall be prorated in accordance with the Work performed as part of such phase compared to the Work yet to be performed as part of such phase.

In the event of termination prior to completion of any additional work described in a time and materials Task Order, FE shall receive compensation for the work performed at the time of FE's receipt of the City's notice of termination. In the event of termination prior to completion of any additional work described in a fixed price Task Order, FE shall receive a portion of such fixed price prorated by comparing the completed portion of the work described in such Task Order with the portion of the work described in such Task Order not complete, both at the time of FE's receipt of the City's termination notice.

6. CONFLICTS BETWEEN DOCUMENTS: Any conflict between any of the Contract Documents or any Task Order issued by the City shall be resolved using the following order of precedence:

- a. this Agreement; then
- b. the RFP; then
- c. Addendum No. 1 to the RFP; then
- d. Addendum No. 2 to the RFP; then
- e. The Technical Proposal Amendment; then
- f. the Technical Proposal; then

- g. the Cost Proposal; then
- h. any Task Order

In the event of any conflict between two or more Task Orders, the last issued Task Order shall take precedence.

7. **INDEPENDENT CONTRACTOR:** FE shall be deemed at all times to be an independent contractor. Neither FE nor its personnel shall at any time, or for any purpose be considered employees or agents of the City. The City is hereby contracting with FE for the Work. Subject to FE's obligation to perform the Work in a timely manner, FE is not required to perform the Work during a fixed hourly or daily time. If any Work is performed at the City's premises, then, subject to FE's obligation to understand the City's needs, FE's time spent at the premises is to be at the discretion of FE, subject to the City's normal business hours and security requirements. Because FE is a professional consulting services firm that specializes in the subject matter acknowledges that the City will not be required to furnish or provide any training to FE to enable FE to perform the Work. The Work shall be performed by FE. Subject to the City's obligation to make its personnel reasonably available to FE for purposes of FE ascertaining the City's needs, the City shall not be required to provide any City personnel or hire, supervise or pay any assistants to help FE perform the Work. The management of the Work, including but not limited to the order or sequence in which it is performed, shall be under the control of FE subject to the terms and conditions in the Contract Documents. Except to the extent that FE's work must be performed on or with the City's computer or software, all materials used in providing the Work shall be provided by FE. FE shall provide any insurance coverage that is required in the normal course of business as well as any specialized insurance that is specifically called for in this Agreement. The City acknowledges and agrees that as an independent contractor, FE does not have any authority to sign contracts, notes, or obligations to make purchases, or to acquire or dispose of any property for or on the behalf of the City.

8. **REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS:** FE provides the following additional representations, warranties and covenants to the City:

a. FE is not and shall not be under any obligation, contract, or agreement, nor has FE previously executed any documents whatsoever, with any person, firm, association, or corporation that would, in any manner, prevent FE from giving, and the City from receiving, the full benefit of the Work or any work described in any Task Order.

b. FE shall perform the Work in accordance with the Contract Documents, and in a competent and workmanlike manner in accordance with generally accepted engineering practices for specialists in the analysis, design and specification development for infrastructure, hardware and software systems for public safety wireless communications, radio, 9-1-1 and computer aided dispatch systems.

c. FE shall devote sufficient time and competent personnel to perform the Work in a diligent and efficient manner, and shall utilize its best efforts to complete the Work in accordance with the Schedule attached hereto as Exhibit "F", or on such extended timelines as reasonably requested by the City.

d. Any software used by FE to assist in the performance of the Work shall perform as described by FE and as necessary for the performance of the Work.

e. FE shall ensure that the City is reasonably informed of FE's progress with respect to performance of the Work and that FE has, at all critical or important stages of the Work, solicited sufficient information and feedback from the City and Users to perform the Work.

f. FE shall provide such advance notice to the City and Users, and coordinate scheduling with the City and Users to satisfy FE's timing expectations with respect to site visits and other visits to the City of Paducah and McCracken County.

g. The evaluation of the single or alternative countywide public agency and emergency responder radio and wireless communications system shall include and utilize, without limitation, the Coverage Analysis, Backhaul/Connectivity Analysis, Interoperability Analysis and Cost Analysis described on page 13 of the Technical Proposal.

h. The technical specifications for the New Systems shall comport with and satisfy the City's needs with respect to the New Systems.

i. The City shall receive advance notice from FE that FE is approaching any support limitation identified in paragraph 8 on page 4 of the Cost Proposal. Such advance notice shall be reasonably calculated to avoid any interruption in the Work and allow sufficient time for negotiation of a Task Order without jeopardizing the City's ability to receive the benefit of any Work identified in Section 2.3 of the Technical Proposal.

9. CONFIDENTIAL INFORMATION: FE hereby agrees that it, its employees and agents will forever hold inviolate and keep secret all knowledge, information, or data received or acquired by FE from the City or any other proposed user of the Systems, particularly any personally identifiable or similar information or data received or acquired by FE which relates to individual persons. FE shall not disclose confidential information to any individual, corporation, or other person(s) except when expressly authorized to do so by the City in writing; provided however, such prohibition shall not be construed to preclude FE from fully performing the Work.

FE's obligations with respect to handling and using confidential information as set forth in this agreement are not applicable to: (i) Information that at the time of disclosure under this agreement is either known to FE or disclosed in existing literature or patents or is in any other way in the public domain; (ii) Information that after disclosure under this agreement becomes known to FE by independent discovery or by casual observation or analysis of information provided by a third party other than a User; (iii) Information that after disclosure under this agreement becomes known to FE from a source other than the City or a User without breach of any obligation by the disclosing party; (iv) Information that is or has been furnished by the disclosing party to the Government with "unlimited" rights, and (v) Information available in the public domain.

FE shall not make any public release of information in any medium concerning the subject matter of this Agreement without prior review and approval by the City. Requests for review of any materials proposed for public release in any medium shall be submitted in writing to an authorized representative of the City for approval.

10. OWNERSHIP OF WORK PRODUCT: The City shall own and have all property interests in all reports, drawings, specifications, documents or electronic data developed or compiled in furtherance of the Work.

11. ASSIGNMENT: Neither party shall assign or transfer this Agreement without written consent of the other party. This Agreement shall be binding on the parties hereto, and their respective successors and any permitted assigns.

12. HOLD HARMLESS: The City shall indemnify and save FE harmless from any losses, claims, demands, suits, judgments, liabilities or out-of-pocket expenses (including but not limited to attorney's fees) incurred as a result of any claim by any third persons which is directly or indirectly caused by the City. FE shall indemnify and save the City harmless from any losses, claims, demands, suits, judgments, liabilities or out-of-pocket expenses (including but not limited to attorney's fees) incurred as a result of: (i) any claim by any third persons which is directly or indirectly caused by FE; or (ii) FE's failure to satisfy any terms, conditions, representations, warranties or covenants under the Contract Documents.

13. NON-SOLICITATION: the City hereby agrees that for the term of this Agreement, and for a period of one (1) year thereafter, that the City shall not directly or indirectly, orally, in writing, or by other method of communication, solicit any employee, agent, or consultant of FE, nor encourage any employee, agent, or consultant to terminate his or her employment or relationship with FE. The City further agrees that for the term of this Agreement, and for a period of one (1) year thereafter, should the City hire any person who is known to have been an employee, agent, or consultant of FE during the term of this Agreement, that FE is entitled to a finder's fee equal to seventy percent (70%) of the employee, agent, or consultant's first year total compensation package.

14. FORCE MAJEURE: The obligations of either party shall be suspended during any time such party is unable to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

15. GOVERNING LAW: This agreement shall be interpreted and the rights of the parties shall be determined under the laws of the Commonwealth of Kentucky. The parties hereby irrevocably consent to the exclusive jurisdiction of the state courts sitting in McCracken County, Kentucky and/or the federal court for the Western District of Kentucky, Paducah Division with respect to all matters arising out of or related to this Agreement.

16. WAIVER: The failure of either party to insist on strict performance of any of the terms and conditions hereof shall not constitute a waiver of any other provisions.

17. ATTORNEYS FEES: In the event of any dispute or controversy between the parties relating to the interpretation of the Contract Documents or to the transactions contemplated thereby, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

18. CONSTRUCTION: Paragraph numbers and headings are for convenience only and shall not affect the interpretation of this agreement. If any term or condition of this Agreement is in conflict with local, state, or federal law and becomes null and void, the remainder of the Agreement shall survive and remain in effect. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law. This Agreement shall be construed as having been negotiated between the parties and not drafted by a particular party.

19. ENTIRE AGREEMENT: This Agreement supersedes all previous agreements both oral and in writing and, along with the Contract Documents, contains all the terms and conditions of this transaction. All modifications to this agreement must be reduced to writing as amendments and duly executed by both parties hereto.

20. TIME IS OF THE ESSENCE: Time is of the essence in carrying out the provisions of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in one or more counterparts, including but not limited to facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

22. EFFECTIVE DATE: This Agreement shall become effective when executed by both parties and shall be binding upon the parties hereto, their successors and permitted assigns.

FEDERAL ENGINEERING, INC.

CITY OF PADUCAH

By: Ronald F. Bosco By: _____
Signature *Gayle Kaler, Mayor*

Ronald F. Bosco _____
Print Name *Date*

President _____
Title

July 25, 2016 _____
Date

**Agenda Action Form
Paducah City Commission**

Meeting Date: 9 August 2016

Short Title: 2016-2017 Law Enforcement Service Fee (LSF) Grant Award

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: David White, Brian Krueger, Wes Orazine, Sheryl Chino

Presentation By: Chief Brandon Barnhill

Background Information: The Paducah Police Department has been awarded \$7,396 from the Law Enforcement Service Fee (LSF) program to operate a one year DUI enforcement program. There is not a cash match for this grant.

The grant application was approved under municipal order 1896 on March 22, 2016.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name:

Account Number:

Project Number: *PO 1895 PERAH*

Finance

Staff Recommendation: Authorize and direct the Mayor to sign all required grant award documents.

Attachments: None

 Department Head	City Clerk	City Manager
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ORDINANCE NO. 2016-8-_____

AN ORDINANCE OF THE CITY OF PADUCAH ACCEPTING A 2016-2017 LAW ENFORCEMENT SERVICE FEE GRANT AWARD FOR OPERATION OF A ONE-YEAR DUI ENFORCEMENT PROGRAM BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE KENTUCKY JUSTICE CABINET

WHEREAS, the City of Paducah applied for a Law Enforcement Service Fee Grant Award adopted by Municipal Order No. 1896 on March 22, 2016, for City's Police Department to operate a one-year DUI enforcement program; and

WHEREAS, the Kentucky Justice Cabinet has approved the application and is now ready to award this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$7,396 through the Kentucky Justice and Public Safety Cabinet for a 2016-2017 Law Enforcement Service Fee Award to be used by the Paducah Police Department for operation of a one-year DUI enforcement program.

SECTION 2. That the Mayor is hereby authorized to execute a Grant Agreement and all documents relating thereto with the Kentucky Justice Cabinet to obtain a grant in the amount of \$7,396 for DUI Enforcement.

SECTION 3. Funds will be credited to Project Account PO0095.

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, August 9, 2016
Adopted by the Board of Commissioners, August _____, 2016
Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016
Published by *The Paducah Sun*, _____
ord plan grants police-2016-2017 law enforcement service fee

Agenda Action Form Paducah City Commission

Meeting Date: AUGUST 9, 2016

Short Title: Amend ABC Ordinance to Allow Distillers and Bed & Breakfast Businesses Obtain a Non-Quota 3 Retail Drink License

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Tammy Sanderson & Glenn Denton

Presentation By: Jeff Pederson, City Manager

Background Information:

The Kentucky General Assembly passed Senate Bill 11 (SB 11) into law during the 2016 legislative session. The passage of SB 11 will result in changes to Kentucky's alcoholic beverage statutes. These changes will allow the City to amend its local alcoholic beverage ordinance to permit distilleries and bed and breakfast businesses to obtain a Non-quota 3 Retail Drink License.

For distilleries, this license will allow on-premise consumption of distilled spirits, wine and malt beverages by the drink from 6:00 a.m. to 3:00 a.m. the following day. For bed and breakfast businesses it allows the same privilege if the B & B has an innkeeper who resides on, or adjacent to the B & B premises during the period of visitor occupancy.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Staff Recommendation:

To adopt the above changes to the City's ABC ordinance.

Attachments:

Department Head	City Clerk	City Manager
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CITY OF PADUCAH
ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 6,
ARTICLE II, SECTION 6-33, "ISSUANCE;
STANDARDS," AND SECTION 6-40,
"LICENSE TYPES AND FEES," OF THE
CODE OF ORDINANCES OF THE CITY OF
PADUCAH, KENTUCKY**

WHEREAS, this Ordinance amends Chapter 6, Article II, Section 6-33 "Issuance; Standards" and Section 6-40 "License Types and Fees" of the *Code of Ordinances of the City of Paducah, Kentucky*; which regulate licenses to sell or manufacture alcoholic beverages; and

WHEREAS, this Ordinance is being enacted pursuant to the passage of Senate Bill 11 during the 2016 Regular Session of the General Assembly of the Commonwealth of Kentucky, which amends KRS 241.010, 243.0305, and 243.086 to allow a licensed distillery or a "bed and breakfast" business to obtain a Non-Quota Type 3 Retail Drink License.

NOW THEREFORE be it ordained by the City Commission of the City of Paducah as follows:

SECTION 1. That Section 6-33, "Issuance; standards," is hereby amended and restated to read as follows:

Sec. 6-33. Issuance; standards.

All licenses required by this chapter shall be issued by the City Treasurer at the order and direction of the City Manager or his designee. If, in the judgment of the City Manager, the applicant for a license under this chapter has complied with all requirements of the state alcoholic beverage control laws, as well as the regulatory provisions and standards of this chapter, the license shall be issued. In such case, the City Manager or his designee shall direct the City Treasurer to prepare and issue the license to the applicant upon payment to the Treasurer of the fee required by this chapter.

The standards for the issuance and renewal of all licenses required by this chapter shall be as follows:

- (1) The applicant has complied with all requirements of the state alcoholic beverage control laws.
- (2) The applicant has complied with all regulatory provisions and standards of this chapter.
- (3) The applicant has been issued an occupational business license and has paid all fees and taxes as required by same.

(4) The applicant has been issued all permits required by state law to operate the applicant's business on the licensed premises and, if applicable, has provided a copy of the applicant's permit issued pursuant to KRS Chapter 219.

(54) The applicant has paid all fees and taxes as required under chapter 106 of this Code.

(65) The applicant has paid all city ad valorem taxes which are due and payable against the real property where the applicant's business is to be conducted and where alcoholic beverages are to be sold or dispensed.

(7) If applicable, the applicant has paid all transient room taxes required by KRS 142.400 and has provided proof of such payment.

(86) The applicant has paid all fees as required under this chapter.

(97) The applicant has paid all city property maintenance liens due and payable against the real property upon which the applicant's business is to be located and where alcoholic beverages are to be sold or dispensed.

(108) The applicant has read and executed the form entitled "City of Paducah— Acknowledgement by ABC Applicant."

(Ord. No. 2013-11-8095, 11-5-13; Ord. No. 2014-11-8200, § 3, 11-25-14)

SECTION 2. That Section 6-40, "License types and fees," is hereby amended and restated to read as follows:

Sec. 6-40. - License types and fees.

All fees due to the city will be collected at the time the application is approved by the state Alcoholic Beverage Control Board.

(1) Distilled spirit licenses as set forth in KRS 243.030:

a. Distiller's license:

1. Class A, per annum\$1,000.00

i. Distillers that produce more than fifty thousand (50,000) gallons of distilled spirits per calendar year at the premises shall obtain a distiller's license, Class A.

2. Class B, per annum\$500.00

i. Distillers that produce fifty thousand (50,000) gallons or less of distilled spirits per calendar year at the premises shall obtain a distiller's license, Class B (craft distillery).

b. Rectifier's license, per annum\$3,000.00

c. Wholesaler's distilled spirits and wine license, per annum\$3,000.00

d. Quota retail package license, per annum\$1,000.00

(2) Quota retail drink license, per annum\$1,000.00

- (3) Special temporary license, per event\$165.00
- (4) Nonquota type 1 retail drink license, per annum\$2,000.00
 - a. Nonquota type 1 (also known as "NQ-1") retail drink licenses are combination licenses.
 - b. The holder of a combination license may sell distilled spirits, wine, and malt beverages by the drink. A second retail malt beverage license is not required.
 - c. NQ-1 licenses incorporate the following former license types:
 - 1. Convention center license.
 - 2. Horse track license.
 - 3. Automobile race track license.
 - 4. Air/rail system license.
- (5) Nonquota type 2 retail drink license, per annum\$1,000.00
 - a. Nonquota type 2 (also known as "NQ-2") retail drink licenses are combination licenses.
 - b. The holder of a combination license may sell distilled spirits, wine, and malt beverages by the drink. A second retail malt beverage license is not required.
 - c. NQ-2 licenses incorporate the following former license types:
 - 1. Restaurant drink license.
 - 2. Motel drink license.
 - 3. Restaurant wine license.
 - 4. Airport drink license.
 - 5. Riverboat license.
- (6) Nonquota type 3 retail drink license, per annum\$300.00
 - a. Nonquota type 3 (also known as "NQ-3") retail drink licenses are combination licenses.
 - b. The holder of a combination license may sell distilled spirits, wine, and malt beverages by the drink. A second retail malt beverage license is not required.
 - c. An NQ-3 retail drink license may be issued to incorporate the following former license type:
 - 1. A private club in existence for longer than one (1) year prior to the license application; Special private club license.
 - 2. A bed and breakfast; or
 - 3. A distiller.
 - d. An NQ-3 qualifying as a special private club may not hold a nonquota retail malt beverage package license.

- (7) Distilled spirits and wine special temporary auction license, per event\$200.00
- (8) Special Sunday retail drink license, per annum\$300.00
- (9) Extended hours supplemental license, per annum\$300.00
- (10)Caterer's license, per annum\$800.00
- (11)Bottling house or bottling house storage license, per annum\$1,000.00
- (12)Malt beverage licenses as follows:
 - a. Brewer's license, per annum\$500.00
 - b. Microbrewery license, per annum\$500.00
 - c. Malt beverage distributor's license, per annum\$400.00
 - d. Nonquota retail malt beverage package license, per annum\$200.00
 - 1. A nonquota retail malt beverage package license permits malt beverage package sales only for consumption off the premises.
 - e. Nonquota type 4 retail malt beverage drink license, per annum\$200.00
 - 1. A nonquota type 4 (also known as "NQ-4") permits malt beverage drink sales only on the premises.
 - f. Malt beverage brew-on-premises, per annum\$100.00
- (13)The fee for each of the first five supplemental bar licenses shall be same as the fee for the primary drink license. There shall be no charge for each supplemental license issued in excess of five to the same licensee at the same premises.
 - a. A supplemental bar license authorizes the licensee to sell and serve distilled spirits and wine by the drink at retail from an additional bar location other than the main bar.
- (14)The holder of a nonquota retail malt beverage package license may obtain a nonquota type 4 malt beverage drink license for a fee of \$50.00. The holder of a nonquota type 4 malt beverage drink license may obtain a nonquota retail malt beverage package license for a fee of \$50.00.
- (15)The activities permitted by the above licenses are defined in KRS ch. 243, which is incorporated herein as [if] set out in full. Nonprofit organizations are exempted from license fees required by a special temporary license above.

(Ord. No. 2013-11-8095, 11-5-13; Ord. No. 2014-11-8200, § 4, 11-25-14; Ord. No. 2015-1-8209, § 1, 1-13-15)

SECTION 6. 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 7. 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 8. 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 9. EFFECTIVE DATE. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

CITY CLERK

Introduced by the Board of Commissioners, _____, 2016

Adopted by the Board of Commissioners, _____, 2016

Recorded by City Clerk, _____, 2016

Published by *The Paducah Sun*, _____, 2016

Agenda Action Form Paducah City Commission

Meeting Date: August 9, 2016

Short Title: Contract with GPEDC (a/k/a PED)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the Investment Fund Decision Items for FY2017, the Commission approved appropriation of funding for Greater Paducah Partners For Progress and GPEDC in the amount of \$250,000, to be paid in quarterly installments.

In addition, since GPEDC has absorbed the role and all responsibilities of EntrePaducah, an additional \$50,000 was allotted, also payable in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2017 Budget.

Account Name: Investment Fund
Account Number: 004-0401-536-2307/ED0006//ED0101

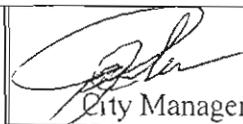

Finance

Staff Recommendation:

Authorize the Mayor to enter into one-time Contracts For Services with GPEDC for a total of \$300,000 (\$250,000 for GPEDC responsibilities and \$50,000 for EntrePaducah responsibilities)

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-8-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH THE GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL FOR SPECIFIC SERVICES THAT WILL INCLUDE SERVICES FOR ENTREPADUCAH

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Greater Paducah Economic Development Council in the amount of \$250,000. to be paid in equal quarterly allocations of \$62,500. for performance of services as outlined in said Contract. Further, the contract sets out services for EntrePaducah with funding from the City in the amount of \$50,000, to be paid in equal quarterly allocations of \$12,500. This contract shall expire June 30, 2017.

SECTION 2. This expenditure will be charged to the Investment Fund account, account number 004-0401-536-2307, with GPEDC portion from Project No. ED0006 and EntrePaducah portion from Project No. ED0101.

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

SECTION 4. 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, August 9, 2016
Adopted by the Board of Commissioners, August _____, 2016
Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016
Published by the Paducah Sun, _____
ord'contract-GPEDC fy 16-17

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2016, by and between the CITY OF PADUCAH ("City") and the GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL, a/k/a/ PADUCAH ECONOMIC DEVELOPMENT (PED), a Kentucky not-for-profit corporation.

WITNESSETH:

WHEREAS, PED is a non-profit organization charged with the economic development of Paducah and McCracken County.

WHEREAS, the services of PED as described herein are for the direct benefit of the citizens of the City of Paducah, and

WHEREAS, promoting investment and economic development in the Paducah area as well as supporting entrepreneurs and business development in the community serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with PED for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2017.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT

- A. In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PED for services described herein, the City shall pay PED Three Hundred Thousand Dollars (\$300,000) to be paid in equal quarterly allocations of \$75,000 each by the end of each quarter; provided however such payment may be reduced to recover payment if loans to PED become past due. A quarterly invoice will be provided by PED prior to payment.
- B. First Quarter Payment shall be made by September 30, 2016. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment

shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

- C. In the event this Contract for Services is terminated, the City shall not be obligated to make any further quarterly allocation payments

SECTION 4: OBJECTIVES AND SERVICES PED shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Market the greater Paducah area and promote economic development through capital investment, job creation, and business start-up and retention.
- Act as local liaison to the Kentucky Cabinet for Economic Development and other local and regional economic development organizations.
- Provide staff support to the Paducah-McCracken Industrial Development Authority.
- Incur costs and expenses related to data compilation and maintenance required by companies making site decisions. This includes conducting, analyzing, and maintaining ongoing information including: competitive studies, the local labor market area, land availability, market trends, and such other data for the promotion of economic development.
- Conduct programs and activities in support of entrepreneurs and entrepreneurial behavior in the community.
- Monitor compliance with incentive agreements for the City and County and provide periodic written reports of such to the City Manager

SECTION 5: INCENTIVES PED shall negotiate financial incentives on behalf of the City in accordance and in compliance with City of Paducah Municipal Order no. 1714, "Guidelines for Providing Economic Incentives".

SECTION 6: ACCOUNTING

- (A) PED shall conduct all accounting, payroll, financial management, and shall make regular reports of PED's expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PED, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PED shall supply an annual financial audit to the City within two (2) weeks of its completion.

SECTION 7: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided PED are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

By _____
GAYLE KALER, Mayor

PADUCAH ECONOMIC DEVELOPMENT

By _____
Title President/CEO

Agenda Action Form Paducah City Commission

Meeting Date: August 9, 2016

Short Title: Contract with Paducah Junior College, Inc. – Community Scholarship Program

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

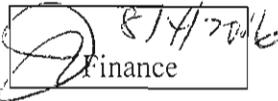
As part of the Investment Fund Decision Items for FY2017, the Commission approved appropriation of funding for the Paducah Junior College, Inc.. scholarship program in the amount of \$125,000, to be paid by June 30, 2017.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2017 Budget.

Account Name: Investment Fund
Account Number: 004-0401-536-2307


Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Junior College, Inc. in the amount of \$125,000.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-8-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. FOR THE COMMUNITY SCHOLARSHIP PROGRAM

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Paducah Junior College, Inc. in the amount of \$125,000 for the Community Scholarship Program. This contract shall expire June 30, 2017.

SECTION 2. This expenditure shall be charged to the Investment Fund account Project 004-0401-536-2307.

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, August 9, 2016
Adopted by the Board of Commissioners, August _____, 2016
Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016
Published by *The Paducah Sun*, _____
Ordinance contract - Paducah Junior College fy16-17 (community scholarship)

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2016, by and between the CITY OF PADUCAH ("City") and PADUCAH JUNIOR COLLEGE, INC. (PJC, Inc.).

WITNESSETH:

WHEREAS, promoting education to students in the Paducah/McCracken County area and exposing them to post-secondary education serves a valid public purpose; and

WHEREAS, improving the education level of our community's young people will both make the Paducah workforce more attractive to investors and employers and enhance the life potential of individual students; and

WHEREAS, the City of Paducah desires to contract with PJC, Inc., for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2017.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of \$125,000 in a one-time amount no later than June 30, 2017. PJC, Inc., shall provide an invoice to the City of Paducah prior to payment being made. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - PJC, Inc., will guarantee Paducah and McCracken County 8th graders who meet prescribed standards through their final four years of high school, a tuition scholarship for up to sixty (60) hours of college credit at WKCTC.

SECTION 5: ACCOUNTING

(A) PJC, Inc., shall conduct all accounting, payroll, and financial management.

(B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

(C) PJC will provide a written financial report as of December 31st and June 30th during the term of this contract to the City Manager's Office by the 15th day of the 2nd month following the reporting date. The financial report, at minimum, shall disclose the dollar amounts that the City, County and others (each shown separately) have contributed to the PJC for the Community Scholarship program by fiscal year and the interest earned thereon. The report shall fully disclose how funds were used by fiscal year and purpose.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PJC, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

GAYLE KALER, Mayor

PADUCAH JUNIOR COLLEGE, INC.

Name Ashley Wright
Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: August 9, 2016

Short Title: Contract with Paducah Junior College, Inc. – Paducah School of Art Funding

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

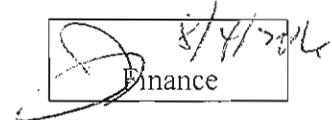
As part of the Investment Fund Decision Items for FY2017, the Commission approved appropriation of funding for the Paducah Junior College, Inc., Paducah School of Art in the amount of \$75,000, to be paid quarterly. This expenditure will be used to pay for operational expenses for the school's two locations: 905 Harrison Street and 919 Madison Street.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2017 Budget.

Account Name: Investment Fund
Account Number: 004-999-699-9040
9999

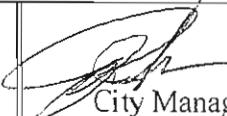

Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Junior College, Inc. in the amount of \$75,000.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-8-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. FOR THE TWO LOCATIONS OF THE PADUCAH SCHOOL OF ART

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Paducah Junior College, Inc. in the amount of \$75,000, to be paid in equal quarterly allocations of \$18,750. The funds will be used for operational expenses which shall include but not be limited to utilities, repairs and other operating expenses for the two locations of the Paducah School of Art located at 905 Harrison Street and 919 Madison Street. This contract shall expire June 30, 2017.

SECTION 2. This expenditure shall be charged to the Investment Fund, account number 004-9999-699-9040.

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. August 9, 2016
Adopted by the Board of Commissioners. August _____, 2016
Recorded by Tammara S. Sanderson. August _____, 2016
Published by The Paducah Sun. _____
ord:contract - Paducah Junior College fy16-17 school of art

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2016, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH JUNIOR COLLEGE, INC.** (PJC, Inc.).

WITNESSETH:

WHEREAS, promoting arts education to students in the Paducah/McCracken County area and exposing them to post-secondary education serves a valid public purpose; and

WHEREAS, improving the availability of art degrees to our community will both make the Paducah area more attractive to investors and enhance the life potential of individual students; and

WHEREAS, the City of Paducah desires to contract with PJC, Inc., for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2017.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of SEVENTY-FIVE THOUSAND (\$75,000) to be paid quarterly in equal amounts of \$18,750. PJC, Inc., shall provide invoices to the City of Paducah at the end of each quarter. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - PJC, Inc. will guarantee the City of Paducah that the \$75,000 will be used in the operational expenses for the Paducah School of Art located at 905 Harrison Street and 919 Madison Street. These expenses shall include but not be limited to utilities, repairs and other operating expenses at the two locations of the Paducah School of Art.

SECTION 5: ACCOUNTING

- (A) PJC, Inc.. shall conduct all accounting, payroll, and financial management.
- (B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PJC, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

GAYLE KALER, Mayor

PADUCAH JUNIOR COLLEGE, INC.

Name Ashley Wright
Title Executive Director

Agenda Action Form Paducah City Commission

Meeting Date: August 9, 2016

Short Title: Contract with Paducah Transit Authority

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the General Fund Decision Items for FY2017, the Commission approved appropriation of the sum of \$215,000 to Paducah Area Transit System, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2017 Budget.

Account Name: General Fund
Account Number: 001-0106-511-8008

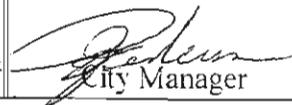

Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Transit Authority in the amount of \$215,000.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-8-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH AREA TRANSIT SYSTEM FOR PUBLIC TRANSPORTATION SERVICES

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000.00, to be paid in equal quarterly allocations of \$53,750.00, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2017.

SECTION 2. This expenditure shall be charged to account no. 001-0106-511-8008.

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, August 9, 2016

Adopted by the Board of Commissioners, August _____, 2016

Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016

Published by *The Paducah Sun*, _____

ord\contract-PATS 2016

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2016, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH TRANSIT AUTHORITY**, ("PTA").

WITNESSETH:

WHEREAS, the services of PTA as described herein are for the direct benefit of the citizens of the City of Paducah and McCracken County, and

WHEREAS, providing transportation services to the citizens in the Paducah/McCracken area serves a valid public purpose: and

WHEREAS, the City of Paducah desires to contract with PTA for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2017.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each. In the event this contract for services is terminated, the City shall not be obligated to make any further quarterly allocation payments.

The first quarterly payment shall be made by September 30, 2016. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES PTA shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Provide safe public transportation to all citizens of Paducah/McCracken County.
- Provide handicap accessible transportation.
- Provide trolley services.

- Provide maintenance for buses and trolleys.
- Provide Trolley for Downtown, Lowertown and Paducah Tours.

It is understood and agreed that PTA shall retain the right to charge trolley riders during times of their choosing (such as Quilt Week, etc.)

SECTION 5: ACCOUNTING

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2015. The second quarterly payment shall not be made until the audit is received.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PTA are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

By _____
GAYLE KALER, Mayor

PADUCAH AREA TRANSIT SYSTEM

By Arthur Boyd
Title Executive Director

Agenda Action Form Paducah City Commission

Meeting Date: August 9, 2016

Short Title: Contract with Luther F. Carson Four Rivers Center

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

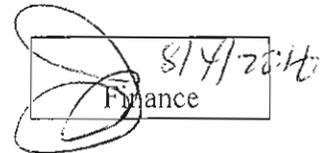
As part of the Investment Fund Decision Items for FY2017, the Commission approved appropriation of funding for the Luther F. Carson Four Rivers Center in the amount of \$63,325.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2017 Budget.

Account Name: Investment Fund
Account Number: 004-0401-536-8061

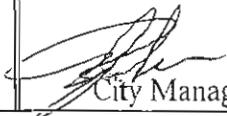

Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with the Luther F. Carson Four Rivers Center in the amount of \$63,325.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-8-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE LUTHER F. CARSON FOUR RIVERS CENTER, INC. FOR SPECIFIC SERVICES

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with the Luther F. Carson Four Rivers Center Inc. in the amount of \$63,325, to be paid in quarterly installments of \$15,831.25 each, to provide an extensive youth performance schedule in continuing with their tradition of the "Class Act" series. This contract shall expire June 30, 2017.

SECTION 2. This expenditure shall be charged to the Investment Fund 004-0401-536-8061.

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, August 9, 2016
Adopted by the Board of Commissioners, August _____, 2016
Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016
Published by The Paducah Sun. _____
ord contract-Carson Center FY2016-2017

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2016, by and between the **CITY OF PADUCAH** ("City") and **LUTHER F. CARSON FOUR RIVERS CENTER, INC.**

WITNESSETH:

WHEREAS, Luther F. Carson Four Rivers Center, Inc. will bring quality entertainment and cultural enrichment to Paducah and McCracken County; and

WHEREAS, promoting cultural enrichment quality entertainment and providing community-enhancing activities. in the Paducah area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with Luther F. Carson Four Rivers Center, Inc. for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2017.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing a youth performance schedule and to carry out the objectives of Luther F. Carson Four Rivers Center, Inc., upon receipt of quarterly invoices, the City shall pay Luther F. Carson Four Rivers Center, Inc. the sum of Sixty-Three Thousand Three Hundred Twenty-Five Dollars (\$63,325) in quarterly installments of \$15,831.25 each. The first quarterly payment shall be made by September 30, 2016. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - Luther F. Carson Four Rivers Center, Inc. shall provide an extensive youth performance schedule in continuing with their tradition of the "Class Act" series, which over the past four seasons has brought in approximately 100,000 student visitors.

SECTION 5: ACCOUNTING

- (A) Luther F. Carson Four Rivers Center, Inc. shall conduct all accounting, payroll, and financial management.
- (B) Luther F. Carson Four Rivers Center, Inc. shall supply an annual financial audit to the City within two (2) weeks of receiving same.
- (C) Prior to June 30, 2017, Luther F. Carson Four Rivers Center, Inc., shall furnish to the City a financial report that details the expenditure of the funds for the purposes specified in Section 3.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Luther F. Carson Four Rivers Center, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

Gayle Kaler, Mayor

LUTHER F. CARSON FOUR RIVERS CENTER, INC.

Name Brian Sacko
Title Exec Dir

Agenda Action Form Paducah City Commission

Meeting Date: August 9, 2016

Short Title: Contract with Barkley Regional Airport Authority

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Claudia Meeks
Presentation By: Jeff Pederson, City Manager

Background Information:

As part of the Investment Fund Decision Items for FY2017, the Commission approved appropriation of the sum of \$110,000 to Barkley Regional Airport Authority, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: This expenditure was appropriated in the FY2017 Budget.

Account Name: Investment Fund
Account Number: 004-9999-699-9040/TR0003


Finance

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Barkley Regional Airport Authority in the amount of \$110,000.

Attachments:

Ordinance
Contract

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-8-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BARKLEY REGIONAL AIRPORT FOR PROVIDING GENERAL AVIATION AND AIR CARRIER SERVICES

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Barkley Regional Airport in the amount of \$110,000 payable in quarterly installments of \$27,500, for providing general aviation and air carrier services to the citizens of McCracken County and surrounding regions. This contract shall expire June 30, 2017.

SECTION 2. This expenditure shall be charged to the Investment Fund, Project No. TR0003.

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, August 9, 2016
Adopted by the Board of Commissioners, August _____, 2016
Recorded by Tammara S. Sanderson, City Clerk, August _____, 2016
Published by *The Paducah Sun*, _____
ord-contract-airport subsidy FY16-17

CONTRACT FOR SERVICES

This Contract for Services, is effective this _____ day of _____, 2016, by and between the **CITY OF PADUCAH** and the **BARKLEY REGIONAL AIRPORT AUTHORITY**;

WITNESSETH:

WHEREAS, Barkley Regional Airport is operated by an Airport Board appointed by the Paducah Mayor and McCracken County Judge Executive; and

WHEREAS, Barkley Regional Airport provides essential public transportation services both through its general aviation facilities and the air carrier service that operates there; and

WHEREAS, reliable air service at a quality facility is an essential ingredient for the region's economic development; and

WHEREAS, loss of revenue resulting from the national economy and changes in the air carrier industry and increased expenditures caused by Federal mandates have created a monthly operating deficit for the airport; and

NOW THEREFORE, in consideration of the foregoing premises the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract, until June 30, 2017.

SECTION 2: TERMINATION the City may terminate this Contract for Services upon a thirty-day notice to Barkley Regional Airport in writing or with no notice upon discovering that the airport's financial situation has changed and the subsidy is no longer required.

SECTION 3: OPERATIONS PAYMENT Upon receipt of a quarterly invoice, the City shall pay the Barkley Regional Airport Authority the sum of One Hundred Ten Thousand and No/100 (\$110,000) Dollars in equal quarterly payments of \$27,500. The first quarterly payment shall be made by September 30, 2016. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - During the term of this contract, Barkley Regional Airport will continue to provide general aviation and air carrier services to the citizens of McCracken County and surrounding regions. The Airport Board will continue to work with the City Commission and the McCracken County Fiscal Court to develop new revenue sources so that continued subsidy from the City and County will no longer be necessary.

SECTION 5: ACCOUNTING

(A) Barkley Regional Airport shall continue to conduct all accounting, payroll, and financial management of airport operations.

(B) Barkley Regional Airport shall provide the City a quarterly report of the airport's financial operations and shall supply the City an annual financial audit within two (2) weeks of its completion.

Witness the signature of the parties as of the year and date first written above:

CITY OF PADUCAH

GAYLE KALER, Mayor

BARKLEY REGIONAL AIRPORT AUTHORITY

A. A. F. II

Title: CHAIRMAN, BRAA