



CITY COMMISSION MEETING
 AGENDA FOR AUGUST 16, 2016
 5:30 P.M.
 CITY HALL COMMISSION CHAMBERS
 300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATIONS

	I. <u>MINUTES</u>
	II. <u>APPOINTMENT</u>
	A. Paducah Transit Authority
	III. <u>MOTION</u>
	A. R & F Documents
	IV. <u>MUNICIPAL ORDER</u>
	A. Approve Sale of Surplus Property at 1908 Clay Street – S. ERVIN
	V. <u>ORDINANCES – ADOPTION</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
	VI.	<u>ORDINANCES - INTRODUCTION</u>
		A. Contract with HDR Engineering, Inc. for Engineering Design and Construction Inspection for Flood Pump Stations #2 & #9 - R. MURPHY
		B. Accept 2016-2017 Edward Byrne Memorial Justice Accountability Grant Award - POLICE CHIEF BARNHILL
		C. Approve City Manager Employment Agreement Extension - CITY MGR
	VII.	<u>WORKSHOP</u>
		A. Neighborhood Redevelopment Objectives Discussion
	VIII.	<u>CITY MANAGER REPORT</u>
	IX.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	X.	<u>PUBLIC COMMENTS</u>
	XI.	<u>EXECUTIVE SESSION</u>

AUGUST 16, 2016

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

DOCUMENTS

1. Irrevocable Letter of Credit for Subdivision Approval for Ridgewood Villas (ORD # 2016-08-8396)

BID for PLANNING DEPARTMENT

Sale of 1908 Clay Street

1. Latria Hensley*

Agenda Action Form Paducah City Commission

Meeting Date: August 16, 2016

Short Title: Declaration and Sale of Surplus Property at 1908 Clay Street

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Nancy Upchurch/Steve Ervin

Presentation By: Steve Ervin

Background Information:

This action would declare 1908 Clay Street surplus property owned by the City of Paducah and authorize the transfer to the property to the best evaluated bidder. The property was advertised in the Paducah Sun on July 17, 2016 requesting interested parties to submit a bid on or before 2 PM on July 28, 2016. Only one bid was received.

Mrs. Latria Hensley submitted a bid offering \$1 the lot. She submitted an offer for the property at 1904 and 1906 Clay Street and the Commission accepted her offer on June 7, 2016. She proposed an investment of \$182,500 for the construction of a 76 X 30 manufactured home from KY Dream Homes. The estimate included delivery, setup on permanent foundation, AC unit, gutters and downspouts. The bid also includes a two car garage, sidewalks, and steps. The acquisition of this lot would expand the property to accommodate the completion of the proposed project.

No other bid was received prior to the deadline of 2 PM July 28, 2016.

Transfer of the surplus property is based on:

Best-evaluated future use of the property	25%
Proposed reinvestment	25%
Compliance with all applicable codes	25%
Highest bid	25%

Staff Recommendations:

Based on careful evaluation of the only qualified bid staff recommends that the Commission approve the sale of the lot at 1908 Clay Street for the proposed offer of \$1.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

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

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF LATRIA HENSLEY IN THE AMOUNT OF \$1 FOR REAL PROPERTY LOCATED AT 1908 CLAY STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for real property located at 1908 Clay Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on July 17, 2016 and opened on July 28, 2016; and

WHEREAS, the City desires to accept the offer of Ms. Hensley due to her proposed investment to place a modular home with permanent foundation and a two-car garage on the real properties and includes property improvements such as gutters, downspouts, and sidewalks.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Latria Hensley in the amount of \$1 for the purchase of real property located at 1908 Clay Street.

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

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

Mayor

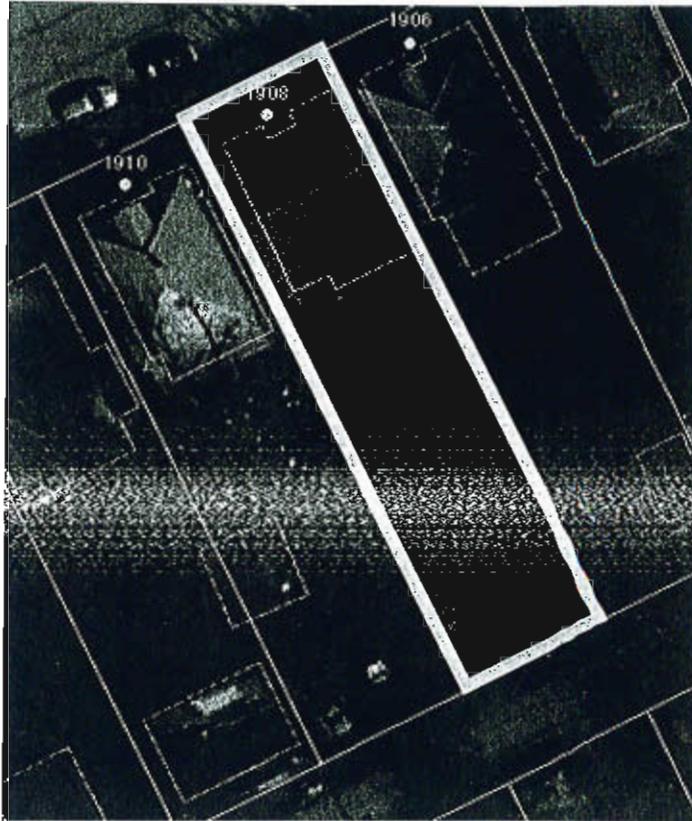
ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, August 16, 2016
Recorded by Tammara S. Sanderson, City Clerk, August 16, 2016
mo prop sale-1908 Clay Street

Sec. 2-668. Disposition of surplus or excess property.

1. Description of property: 1908 Clay Street



2. Its intended use at the time of acquisition:

The lot at 1908 Clay Street was acquired by the City of Paducah by Commissioner's Deed recorded in Deed Book 1322 Page 381 on May 24, 2016. The City did not have a specific use for the property at the time of the acquisition. The property is currently vacant.

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

Several months ago staff compiled a list of properties that the City had acquired over the years through various means. Since that time additional lots have been acquired with the goal of selling the lots to responsible citizens. This is one of the recently acquired lots. It is in the best interest of the City to transfer this property to one of the two responsible parties.

4. The method of disposition to be used:

Sealed Bid: Mrs. Latria Hensley submitted a bid offering \$1 the lot. She submitted an offer for the property at 1904 and 1906 Clay Street and the Commission accepted her offer on June 7, 2016. She proposed an investment of \$182,500 for the construction of a 76 X 30 manufactured

home from KY Dream Homes. The estimate included delivery, setup on permanent foundation, AC unit, gutters and downspouts. The bid also includes a two car garage, sidewalks, and steps. The acquisition of this lot would expand the property to accommodate the completion of the proposed project.

No other bid was received prior to the deadline of 2 PM July 28, 2016.

Transfer of the surplus property is based on:

Best-evaluated future use of the property	25%
Proposed reinvestment	25%
Compliance with all applicable codes	25%
Highest bid	25%

Staff Recommendations:

Based on careful evaluation of the bid staff recommends that the Commission approve the sale of the lots at 1908 Clay Street for the proposed offer of \$1 per lot.



Steve Ervin,
Director Planning Department

Jeff Pederson,
City Manager

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

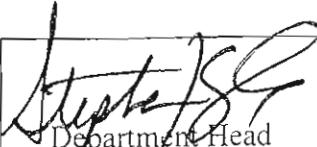
Funds Available: Account Name: General Fund. Unreserved Fund Balance
Account Number:

ASL 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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**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:

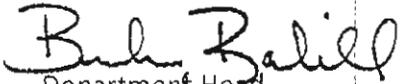
Account Number:

Project Number: *PD 1195 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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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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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

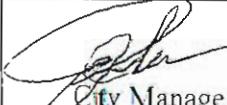
 8/4/2016
Finance

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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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:

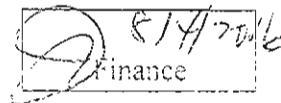
As part of the Investment Fund Decision Items for FY2017, the Commission approved appropriation of funding for the Paducah Junior College, Inc., scholarship program in the amount of \$125,000, to be paid by June 30, 2017.

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



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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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



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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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

8/4/2016
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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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:

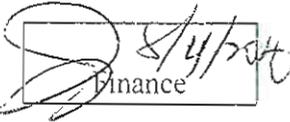
As part of the Investment Fund Decision Items for FY2017, the Commission approved appropriation of the sum of \$110,000 to Barkley Regional Airport Authority, to be paid in quarterly installments.

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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Agenda Action Form

Paducah City Commission

Meeting Date: August 16, 2016

Short Title: Professional Engineering Service Agreement with HDR Engineering, Inc., for Final Engineering Design Services and Construction Inspection Services for the City's Flood Control Pump Stations #2 and #9 Rehabilitation Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

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

Background Information:

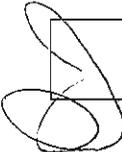
In accordance with the Design Agreement with the U.S. Department of the Army for the Design of the Ohio River Shoreline Reconstruction Project, the Preconstruction Engineering and Design (PED) activities associated with Priority #1 - Pump Station Rehab portion of the Levee System Reconstruction Project have been progressing. At this time, the USACE has completed approximately 75% of the engineering design plans for rehabilitation of Pump Stations #2 and #9.

In order to move forward with this portion of the USACE Priority #1 Project, HDR Engineering, Inc., has agreed to finalize the Project Plans for Pump Stations #2 and #9 and to assist with the bidding process at a total lump sum amount of \$57,500.00. Additionally, HDR has agreed to provide construction administration and inspection services during the construction of the Project at an hourly rate not to exceed \$75,000. Therefore, the total amount for the agreement with HDR Engineering, Inc., will not exceed \$132,500

In accordance with a MOU with the USACE, the City will be eligible for credit for the expenses incurred for the engineering work related to Pump Stations #2 and #9.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

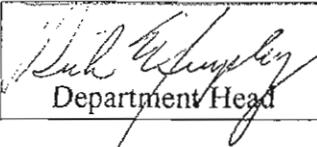
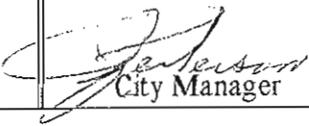
Funds Available: Account Name: 040-3315-532-2307
Account Number: FW0006

 8/12/2016
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute a Professional Engineering Service agreement with HDR Engineering, Inc., for engineering design services required to complete the Project Plans for Flood Control Pump Stations #2 and #9 at a lump sum amount of \$57,500.00; and to provide construction administration and inspection services during the construction of the Project at an hourly rate not to exceed \$75,000.00. Therefore, the total amount for the agreement with HDR Engineering, Inc., will not exceed \$132,500.

Attachments:
Agreement

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

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING A PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING
DESIGN SERVICES REQUIRED TO COMPLETE THE PROJECT PLANS FOR
FLOOD CONTROL PUMP STATIONS #2 AND #9; AUTHORIZING ADDITIONAL
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES DURING
THE CONSTRUCTION OF THE PROJECT, AND AUTHORIZING THE
EXECUTION OF SAID CONTRACT

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

SECTION 1. Recitals and Authorization. The City hereby approves the Professional Service Agreement with HDR Engineering, Inc., for engineering design services required to complete the Project Plans for Flood Control Pump Stations #2 and #9. The City also agrees for HDR to provide construction administration and inspection services during the construction of the project. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Agreement for the purposes therein specified. Further, the Mayor of the City is hereby authorized to execute the Agreement.

SECTION 2. Compensation. The City shall compensate HDR Engineering, Inc., in a lump sum amount of \$57,500 for the engineering design services. Additional compensation for the construction administration and inspection services conducted during the construction of the project is in accordance with Exhibit A, Scope of Services, Items IV & V—Time & Material Rates, of the Agreement in an amount not to exceed \$75,000. Said compensation paid by the City shall be funded through project account FW0006, account number 040-3315-532-2307.

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

SECTION 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance

were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 16, 2016
Adopted by the Board of Commissioners, August 23, 2016
Recorded by Tammara S. Sanderson, City Clerk, August 23, 2016
Published by *The Paducah Sun*, _____
ord eng agree-engineering services-floodwall pump stations #2 & #9

**AGREEMENT BETWEEN THE CITY OF PADUCAH AND HDR
ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES
FLOOD PUMP STATIONS #2 AND #9**

THIS AGREEMENT is made as of this _____ day of _____, 20____, between The City of Paducah, KY (“OWNER”) and HDR ENGINEERING, INC., (“ENGINEER”) for services in connection with the project known as Pump Stations #2 & #9 Improvements (“Project”);

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

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

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

SECTION I. SCOPE OF SERVICES

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

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

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

SECTION III. RESPONSIBILITIES OF OWNER

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

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of

- lump sum (Scope of Services I-III). The amount of the lump sum is Fifty Seven Thousand Five Hundred Dollars. (\$57,500.00).
- Hourly (Scope of Services IV-V) – based on hourly rates for an estimated not to exceed amount of Seventy Five Thousand Dollars (\$75,000) in accordance with the hourly rates listed in the attached Exhibit A.

Compensation terms are defined as follows:

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

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services in a manner as outlined in the Terms and conditions. The term of this agreement shall expire upon express termination of agreement by either party as provided in Section 9 of the attached "Terms and Conditions".

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

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

City of Paducah, Kentucky
"OWNER"

BY: _____

NAME: Gayle Kaler

TITLE: Mayor

ADDRESS: 300 South 5th Street
PO Box 2267
Paducah, KY 42002

HDR ENGINEERING, INC.
"ENGINEER"

BY: 

NAME: Ben R. Edelen, PE, PLS

TITLE: Sr. Vice President

ADDRESS: 2517 Sir Barton Way
Lexington, KY 40509

EXHIBIT A

SCOPE OF SERVICES

HDR's understanding of the scope of services is that the City of Paducah (City) is looking to finalize the plans and specifications for the Flood Pump Station's #2 & #9. These plans and specifications were originated and maintained by the US Army Corps of Engineers (USACE) and stated to be at 90% completion level. HDR's review of said plans determined the actual completion level is approximately 75% complete. Per conversations with HDR and the City, HDR will finalize the design, prepare the construction documents for bidding, and provide CA/Inspection during construction. Items I, II, and III will be provided at a lump sum fee. Items IV, and V will be based on an estimated hourly not-to-exceed amount of \$75,000 in accordance with the hourly rates attached hereto. Below are the outlined items for the project:

I. 80% Design

HDR proposes to update the existing drawings to an 80% level. HDR will review and recommend any changes to the design during this phase. Tasks under this phase include the following:

- Update the following sheets:
 - General Sheets
 - Civil Sheets
 - Process Sheets
 - Structural Sheets
 - Electrical Sheets
 - Instrumentation & Control Sheets
- Prepare & Submit EPSC/SWPPP
- Perform Design Calculations
- Calculate Quantities and Prepare Cost Estimate
- Attend 80% Review Meeting with City / USACE at a location to be determined.
- Coordination and Submittal of Bid Documents to USACE

II. 95% Design

This phase of the project will address any review comments by the and the USACE and will include the following:

- Calculate Final Quantities and Revise Cost Estimate
- Revised and Resubmit Contract Documents
- Revise and Submit Plans/Details

- Attend 95% Review Meeting with City / USACE at a location to be determined.
- Coordination and Submittal of Bid Documents to USACE

III. Final Design & Bidding Assistance

This phase will close out the scope of work provided by HDR. It will include finalizing the plans and assisting in the bidding process. Tasks under this phase include:

- Submittal of Final Plans for Bid
- Submittal of Final Contract Documents for Bid
- Submittal of Final Cost Estimate
- Attend Pre-Bid Meeting at City Hall
- Address any RFQ during Bidding Process
- Assistance with Addendums
- Coordination and Submittal of Final Documents to USACE

Items I, II, & III – Lump Sum Fee = \$57,500.00

IV. Construction Administration

This phase will include assisting the City in administration of the flood station rehabilitation projects as requested by the City Engineer. Tasks under this phase may include:

- Attend Pre-Construction Meeting
- Review Shop Drawings/Submittals
- Review Payment Application/Quantities
- General Engineering Support
- Monthly Progress Meetings
- Finalize Inspection/Punchlist
- Provide Project Certification/Issue Warranty Letters
- Prepare Record Drawings

V. Resident Engineering Services

This phase will include providing the City Resident Engineering Services as requested by the City Engineer during the course of construction.

Items IV & V – Time based on an hourly rate in an estimated no-to-exceed amount of \$75,000 in accordance with the following hourly rates:

Hourly Rates

Project Manager - \$155 /Hour

Senior Designer - \$105 /Hour

Construction Administrator - \$145 /Hour

Clerical - \$74 /Hour

Resident Engineer - \$94 /Hour

The hourly rates as shown herein shall not be changed or increased during this agreement time period.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

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

2. INSURANCE/INDEMNITY

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

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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

4. CONSTRUCTION PROCEDURES

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

5. CONTROLLING LAW

This Agreement is to be governed by the law of the Commonwealth of Kentucky where ENGINEER's services are performed. Parties further agree that the venue for any legal proceedings related to this agreement shall exclusively be held in McCracken County, Kentucky.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints,

space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

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

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests.

7. SUCCESSORS AND ASSIGNS

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

8. RE-USE OF DOCUMENTS

Upon payment of all amounts rightfully owed by Owner to the Engineer for services rendered with respect to the Services provided under this Agreement, all plans, drawings, specifications, elements of design, models, reports, submissions, mock-ups and other documents and materials that are produced by the Engineer as part of its performance of such Services hereunder (hereinafter the "Design Documents"), with the exception of those documents that constitute standard details, specifications, and/or other data and/or materials that are regularly used by the Engineer and/or the professional design industry in the normal course of business, shall be deemed to be the property of Owner. Any reuse or modification of such documents for purposes other than those intended by the Engineer shall be at the Owner's sole risk and without liability to the Engineer.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed. It is agreed that the ENGINEER is will be responsible for any additional costs that the OWNER incurs above that which the OWNER would have spent when ENGINEER is terminated for cause. In no event will ENGINEER be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

10. SEVERABILITY

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

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices. But in no case shall an undisputed invoice be paid later than 30 days from Owner's receipt.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support

of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

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

12. CHANGES

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

13. CONTROLLING AGREEMENT

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

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 601.4 (a-f), § 60.302 5 (a-e), § 60.741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990

(CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice.

16. EXECUTION

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

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$500,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. UTILITY LOCATION

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

**Agenda Action Form
Paducah City Commission**

Meeting Date: 16 August 2016

Short Title: 2016-2017 Edward Byrne Memorial Justice Accountability Grant (JAG) Application

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: David White, Sheryl Chino

Presentation By: Chief Brandon Barnhill

Background Information: The Edward Byrne Memorial Justice Accountability Grant (JAG) is a federal formula grant funded through the U.S. Department of Justice.

Through municipal order #1911 approved on June 14, ²⁰¹⁶2017, the Paducah Police Department submitted an application for the purchase of four (4) mobile radios to the 2016-2017 Edward Byrne Memorial JAG grant program and has received an award of \$11,963. The total project cost is \$12,737.04. The difference between available funds and the total cost (\$774.04) will come from the department's FY2017 general fund.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name:

Account Number:

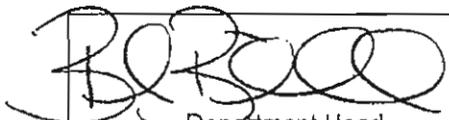
Project Number: PO-0096

CFDA: 16.738

Finance

Staff Recommendation: Authorize and direct the Mayor to execute all required grant application documents.

Attachments: None

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

AN ORDINANCE APPROVING THE EXECUTION OF AN AGREEMENT AND ALL DOCUMENTS RELATING THERETO, WITH THE U.S. DEPARTMENT OF JUSTICE FOR A 2016-2017 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT THROUGH THE U.S. DEPARTMENT OF JUSTICE TO BE USED BY THE PADUCAH POLICE DEPARTMENT

WHEREAS, the City of Paducah applied for the 2016-2017 Edward Byrne Memorial Grant Award through the U.S. Department of Justice by Municipal Order No. 1911 adopted on June 14, 2016, for the purchase of mobile radios; and

WHEREAS, the U. S. Department of Justice has approved the application and is now ready to award this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves the execution of a grant agreement, and all documents relating thereto, with the U. S. Department of Justice for a 2016-2017 Edward Byrne Memorial Justice Accountability Grant, in the amount of \$11,963.00. to be used by the Paducah Police Department to purchase mobile radios. No local match is required.

SECTION 2. These funds will be expended through project account PO0096.

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 16, 2016

Adopted by the Board of Commissioners, August 23, 2016

Recorded by Tammara S. Sanderson, City Clerk, August 23, 2016

Published by the Paducah Sun, _____

ord-plan:grant:police-2016-2017 Justice Assistance Edward Byrne 8-2016

Agenda Action Form Paducah City Commission

Meeting Date: August 16, 2016

Short Title: City Manager Employment Agreement Extension

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson
Presentation By: Jeff Pederson

Background Information:

An Employment Agreement between City Manager. Jeffrey A. Pederson, and the City of Paducah was signed on December 7, 2010. The Agreement was amended by Ordinance on December 20, 2011, subsequent to a Performance Review conducted by the City Commission, and again on April 8, 2014.

The City Commission and Mr. Pederson have agreed to renew Pederson's Employment Agreement for a three-year period, commencing July 26, 2016 through July 26, 2019, with an automatic renewal option for three additional years.

Other sections of the Agreement are amended as follows:

- Section 4 adjusts the City Manager's salary to \$165,897 annually.
- Section 6(c) allows the City Manager's unused sick leave under Option B to be paid out under resignation or retirement

Staff Recommendation: Approve the Extension of the City Manager's Employment Agreement with changes in Section 4 and Section 6(c) through July 26, 2019.

Attachments: City Manager's Employment Agreement Extension
 Ordinance

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ADDENDUM NO. 3 TO THE AGREEMENT TO EMPLOY JEFFREY A. PEDERSON AS PADUCAH CITY MANAGER

WHEREAS, by Ordinance No. 2010-10-7750 the City of Paducah approved the execution of an agreement with Jeffrey A. Pederson for employment as City Manager; and

WHEREAS, by Ordinance Nos. 2011-12-7894 and 2014-4-8132, the City of Paducah approved addendums to the Employment Agreement; and

WHEREAS, following a review of the City Manager's performance, the City Commission wishes to renew the agreement and amend it to reflect a term increase effective July 26, 2016 to July 26, 2019; a salary increase to \$165,897 annually; and an allowance for a portion of unused sick leave to be paid out upon resignation; and

WHEREAS, it is now necessary for the City to adopt an ordinance to clarify and confirm the amended agreement.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City Commission does hereby approve Addendum No. 3 to the employment agreement with Jeffrey Pederson as attached hereto and authorizes the Mayor to execute said addendum.

SECTION 2. The original employment agreement, dated December 7, 2010, and subsequent amendments thereto, as referenced above, are hereby readopted and ratified except as expressly amended by this ordinance.

SECTION 3. This ordinance shall be read on two separate days and will be published by summary pursuant to KRS Chapter 424.

MAYOR

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 16, 2016
Adopted by the Board of Commissioners, August 23, 2016
Recorded by Tammara S. Sanderson, City Clerk, August 23, 2016
Published by The Paducah Sun, _____
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**ADDENDUM NO. 3 TO AGREEMENT TO EMPLOY
JEFFREY A. PEDERSON AS PADUCAH CITY MANAGER**

WHEREAS, the City of Paducah, Kentucky, a Municipal Corporation, hereinafter referred to as "Employer" and Jeffrey A. Pederson, hereinafter referred to as "Employee" entered into an Employment Agreement on December 7, 2010, and was adopted by Ordinance No. 2010-10-7750; and

WHEREAS, the Employment Agreement was subsequently amended on both January 10, 2012, and April 8, 2014; and

WHEREAS, the parties are now desirous of amending certain sections of said agreement:

NOW, THEREFORE, the parties agree as follows:

1. Section 2 shall be amended as follows:

The term of this Amended Agreement shall be effective July 26, 2016 to July 26, 2019

2. Section 4 A., Compensation, shall be amended as follows:

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$165,897 payable in installments at the same time that the other management employees of the Employer are paid.

3. Section 6C. Vacation and Sick Leave shall be amended as follows:

C. "Employee's sick leave accrual under Sick Leave Option B shall be paid out upon resignation or retirement." Notwithstanding provisions in any previously adopted ordinances and/or addendums to the contrary this sick leave amendment controls and supersedes all prior agreements.

All remaining terms and conditions of the original Employment Contract dated December 7, 2010, and Addendums dated December 21, 2011, and April 8, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Addendum to the Employment Agreement to be executed on its behalf by the City's Mayor, and Jeffrey A. Pederson, executed this Agreement as City Manager on this the ____ day of _____, 2016.

GAYLE KALER, MAYOR
City of Paducah, Kentucky

JEFFREY A. PEDERSON
City of Paducah

ATTEST:

TANMARA SANDERSON
City Clerk
City of Paducah, Kentucky