



CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 28, 2017
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE – Reagan Davidson, PTHS Senior

ADDITIONS/DELETIONS

	I.	<u>MINUTES</u>
	II.	<u>MUNICIPAL ORDER(S)</u>
		A. Personnel Actions
		B. Amend Pay Grade Schedule – M. RUSSELL
		C. Release of Deed Restriction for 511 North 5 th Street – S. ERVIN
	III.	<u>ORDINANCE(S) – ADOPTION</u>
		A. Approve Agreement with Paducah Police Department Bargaining Unit – M. RUSSELL & CHIEF BARNHILL
		B. Approve Agreement with the Professional Fire Fighters of Paducah, Local 168 – M. RUSSELL & CHIEF KYLE
		C. Approve Audit Contract for FY2017 – FY2020 – J. PERKINS
		D. Accept Bid & Approve Contract for the Noble Park Lake Bank Stabilization Project Phase II – M. THOMPSON & R. MURPHY
		E. Amend Taxicab Ordinance – POLICE CHIEF BARNHILL
		F. Amend Upper Story Residential Grant Program Ordinance – S. ERVIN
	IV.	<u>PRESENTATION</u>
		A. Development of the City of Paducah Comprehensive Stormwater Master Plan – STRAND ASSOCIATES
	V.	<u>ORDINANCE(S) – INTRODUCTION</u>
		A. Agreement for Technical Services for the Comprehensive Stormwater Master Plan – R. MURPHY/STRAND ASSOCIATES
	VI.	<u>CITY MANAGER REPORT</u>

	VII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VIII.	<u>PUBLIC COMMENTS</u>
	IX.	<u>EXECUTIVE SESSION</u>

FEBRUARY 21, 2017

At a Regular Meeting of the Board of Commissioners, held on Tuesday, February 21, 2017, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

INVOCATION

Commissioner Holland gave the invocation.

PLEDGE OF ALLEGIANCE

Keaton Housman led the pledge.

PUBLIC HEARING

MULTI-FAMILY HOUSING REVENUE BONDS

Attorney Daniel Briscoe, representing Dinsmore & Shohl and Eric Floyd, Representative for Allied Falconite LLC, Allied Community Services Corp. led a public hearing regarding the proposal by Allied Community Services Corporation to receive tax-exempt Multifamily Housing Revenue Bonds in an amount not to exceed \$35 million. This public hearing is required by Section 147(f) of the Internal Revenue Code since the Corporation is pursuing tax-free financing for this private property transaction. If the bonds are issued, the City is not liable for payment of the bonds. The Corporation is in the process of purchasing 14 multi-family residential rental properties in McCracken and Calloway Counties. If awarded, the \$35 million tax-exempt bonds would be used to purchase the properties in addition to completing some repairs and rehabilitation. For the Corporation to be issued the tax-exempt bonds, the City Commission would need to adopt a resolution. However, if the City Commission decides not to adopt a resolution, the Corporation could then apply for taxable bonds which would not require the City's approval. Of the 14 properties, eight are located within the City limits: Cardinal Point Apartments, Fairlawn Apartments, Jordon's Crossing Apartments, Southgate Manor Apartments, Whittier Apartments, Willow Oaks Apartments, Black Oaks Apartments, and Hillcrest Apartments.

Dr. Patrick Ward, resident, didn't think there was sufficient notice given to the public about the request for the City to sponsor the bond issue. He does think bond issues can be useful but not sure Paducah should sponsor this bond issue.

Mike Ward, resident, is concerned that the local rental properties being purchased by the out-of-state not for profit organization will not properly maintain the facilities.

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the reading of the Minutes for the February 14, 2017, 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 Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

MOTION

R & F DOCUMENTS

FEBRUARY 21, 2017

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the following documents be received and filed:

DOCUMENTS

1. Certificates of Liability Insurance
 - a. Premier Fire Protection, Inc.
 - b. D & D Construction of Paducah
2. Lease Agreement with Paducah Chiefs, Inc. for Brooks Stadium (MO # 1948)

BIDS FOR ENGINEERING PUBLIC WORKS

Noble Park Lake Bank Stabilization Project – Phase II

1. Youngblood Excavating Contracting, LLC *
2. MP Lawson Construction, Inc.
*denotes recommended bid

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

ORDINANCE(S) – ADOPTION

ZONE CHANGE FOR TRI-STATE CONSTRUCTION PROPERTY

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO HBD (HIGHWAY BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 2901 & 2905 LONE OAK ROAD AND 2825 MARYLAND STREET, AND AMENDING THE PADUCAH ZONING ORDINANCE SO AS TO EFFECT SUCH REZONING.” This Ordinance is summarized as follows: The City of Paducah hereby rezones properties located at 2901 & 2905 Lone Oak Road and 2825 Maryland Street, from R-1 to HBD, and amending the Paducah Zoning Ordinance to effect such rezoning.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-2-8469; BK 35

FINAL ANNEXATION FOR TRI-STATE CONSTRUCTION PROPERTY

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY FINALIZING THE ANNEXATION OF CERTAIN PROPERTIES LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTIES TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This Ordinance is summarized as follows: The City of Paducah hereby approves the final annexation of certain tracts of property contiguous to the present city limits, located at 2901 & 2905 Lone Oak Road and at 2825 Maryland Street, containing 1.922 acres, more or less.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-2-8470; BK 35

AGREEMENT FOR CONCRETE READY-MIX FOR 2017-2018

FEBRUARY 21, 2017

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF FEDERAL MATERIALS CO., LLC, FOR SALE TO THE CITY OF ITS REQUIREMENT OF CONCRETE READY-MIX, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: That the City accepts the bid of Federal Materials Co., LLC, for sale to the City of its requirement of concrete ready-mix, for the remainder of 2017 and calendar year 2018, ending December 31, 2018; with a one-year option to renew ending December 31, 2019, and authorizes the Mayor to execute a contract for the following prices:

CONCRETE

VENDOR		Federal Materials Co., Inc.
DESCRIPTION	UNIT	TO BE DELIVERED UNIT PRICE
Class A Concrete	C.Y.	\$93.50
Class AA Concrete	C.Y.	\$96.50
Class M Concrete	C.Y.	\$126.50
Flowable Fill – 1,000 PSI	C.Y.	\$80.00
Flowable Fill – 80 PSI	C.Y.	\$77.00

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-2-8471; BK 35

PAVEMENT MARKING CONTRACT 2017-2018

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF BREHM STRIPING COMPANY, INC., FOR THE CITY OF PADUCAH'S PAVEMENT MARKING PROGRAM FOR THE REMAINING PORTION OF THE 2017 CALENDAR YEAR AND FOR THE 2018 CALENDAR YEAR ENDING DECEMBER 31, 2018." This Ordinance is summarized as follows: That the City of Paducah accepts the bid of Brehm Striping Company, Inc., for the City of Paducah's pavement marking program for the remaining portion of the 2017 calendar year and for the 2018 calendar year ending December 31, 2018, at the unit prices listed below, and authorizes the Mayor to execute a contract for same.

ITEM NO	DESCRIPTION	UNIT	CONTRACT UNIT PRICE
1	Paint – 4" Line	L.F.	\$0.25
2	Paint – 12" Stop Lines	L.F.	\$2.50
3	Paint – 24" Stop Lines	L.F.	\$5.00
4	Paint – Straight Arrow	Each	\$50.00
5	Paint - Turn Arrow	Each	\$50.00
6	Paint - Combination Arrow	Each	\$100.00
7	Paint – 8" Crosswalks	L.F.	\$1.25

FEBRUARY 21, 2017

8	Paint - "School"	Each	\$125.00
9	Paint - RR Crossings	Each	\$500.00
10	Paint - "STOP"	Each	\$200.00
11	Paint - "ONLY"	Each	\$200.00
12	Paint - Handicap Symbol	Each	\$35.00
13	Paint - 4" Parking Lot Lines	L.F.	\$0.50
14	Thermo - 4" Line	L.F.	\$1.25
15	Thermo - 12" Stop Lines	L.F.	\$4.50
16	Thermo - 24" Stop Lines	L.F.	\$9.00
17	Thermo - Straight Arrow	Each	\$100.00
18	Thermo - Turn Arrow	Each	\$100.00
19	Thermo - Combination Arrow	Each	\$250.00
20	Thermo - 8" Crosswalks	L.F.	\$3.00
21	Thermo - "School"	Each	\$275.00
22	Thermo - RR Crossings	Each	\$500.00
23	Thermo - "STOP"	Each	\$250.00
24	Thermo - "ONLY"	Each	\$250.00

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-2-8472; BK 35

CONTRACT FOR 2017-2018 EQUIPMENT RENTAL

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF DANNY COPE AND SONS FOR RENTAL OF VARIOUS EQUIPMENT FOR THE 2017 AND 2018 CALENDAR YEARS, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: That the City of Paducah accepts the bid of Danny Cope and Sons for rental of various equipment for the 2017 and 2018 calendar years at the hourly rates listed below, and authorizes the Mayor to execute a contract for same. The contract has a one-year renewal option, ending December 31, 2019, upon mutual agreement by the City and Danny Cope and Sons. The hourly rates are as follows:

ITEM NO	DESCRIPTION	HOURLY RATES
1	Tractor Scraper	\$100.00
2	Dump Truck (tandem axle)	\$65.00
3	Dump Truck (tri-axle)	\$85.00
4	Excavator	\$175.00
5	Backhoe	\$100.00
6	Skid Steer Loader	\$100.00
7	Motor Grader	\$125.00
8	Vibratory Roller - small	\$80.00

FEBRUARY 21, 2017

9	Vibratory Roller – large	\$100.00
10	Dozer	\$135.00
11	Dozer – large	\$175.00
12	Small Paver w/4-Person Crew	\$200.00
13	Labor	\$35.00
14	Landfill Disposal Fee	\$270.00

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-2-8473; BK 35

ORDINANCE(S) – INTRODUCTION

APPROVE AGREEMENT WITH PADUCAH POLICE DEPARTMENT BARGAINING UNIT

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND OTHER ASSOCIATED DOCUMENTS BETWEEN THE CITY OF PADUCAH AND THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT”. This Ordinance is summarized as follows: That the Mayor is hereby authorized to execute an agreement and other associated documents between the City of Paducah and the Paducah Police Department Bargaining Unit. This Agreement shall be effective from July 1, 2017, to June 30, 2020.

APPROVE AGREEMENT WITH THE PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.” This Ordinance is summarized as follows: That the Mayor is hereby authorized to execute an Agreement with the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters. This agreement will become effective July 1, 2017 and expire on June 30, 2020.

APPROVE AUDIT CONTRACT FOR FY2017 – FY2020

Commissioner Holland offered motion, seconded by Commissioner Abraham, that that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE ACCEPTING THE PROPOSAL OF KEMPER CPA GROUP, LLP FOR THE PREPARATION OF THE CITY’S COMPREHENSIVE ANNUAL FINANCIAL REPORTS FOR FISCAL YEARS ENDING JUNE 30, 2017, 2018, 2019 AND 2020, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME”. This Ordinance is summarized as follows: That the City of Paducah accepts the proposal of Kemper CPA Group, LLP for the preparation of the City’s Comprehensive Annual Financial Reports for Fiscal Years ending June 30, 2017, 2018, 2019 and 2020 for a total sum not to exceed \$215,000.00, and authorizing the Mayor to execute all documents relating to same.

FEBRUARY 21, 2017

ACCEPT BID & APPROVE CONTRACT FOR THE NOBLE PARK LAKE BANK STABILIZATION PROJECT PHASE II

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BASE BID OF YOUNGBLOOD EXCAVATING & CONTRACTING, LLC., FOR THE NOBLE PARK LAKE BANK STABILIZATION PROJECT-PHASE II, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: That the City of Paducah accepts the Base Bid of Youngblood Excavating & Contracting, LLC., in the amount of \$242,980.00, for Noble Park Lake Bank Stabilization Project-Phase II, and authorizes the Mayor to execute a contract for same.

AMEND TAXICAB ORDINANCE

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AMENDING SECTION 122 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This Ordinance is summarized as follows: This Ordinance amends Article II, Section 122 of the Code of Ordinances relating to the operation of taxicabs and taxicab companies to reflect that the Ordinance does not govern the operation of "transportation network company vehicles" as defined in KRS 281.010(55), commonly known as ride-share vehicles and to reflect new requirements for an individual to be granted or disqualified from receiving a taxicab driver's license by the City such that a physical fitness a mental health fitness for duty certification may be required.

The Amended Ordinance further requires taxicabs to be inspected annually and sets forth reasons for and duration of seizure, suspension, and/or revocation of taxicab drivers' licenses and taxicab inspection stickers, along with a procedure for appealing same.

The Amended Ordinance prohibits magnetic signage on taxicabs and prohibits certain conduct of taxicab drivers while a taxicab is in motion during transport and further requires taxicab drivers and employer taxicab companies to self-report charges or reasons for which a taxicab driver may be disqualified from possessing a taxicab driver's license.

Criminal penalties for violation of this Ordinance remain unchanged. However, the fees associated with taxicab inspection stickers are as follows:

FEES:

- (A) Applications for new taxicab inspection stickers shall be \$25.00 per taxicab.
- (B) Renewal of Taxicab Inspection Stickers shall be \$15.00 per taxicab, annually.

A grace period will be provided from February 28th until March 31, 2017 for existing taxicab companies and taxicab drivers, during which time stickers will be issued upon inspection without a fee charge. After April 1, 2017, the aforementioned fees shall apply.

AMEND UPPER STORY RESIDENTIAL GRANT PROGRAM ORDINANCE

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 34 ARTICLE VIII, THE UPPER STORY RESIDENTIAL GRANT PROGRAM, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY". This Ordinance is summarized as follows: That this Ordinance amends Chapter 34, Community Planning And Development, Sections 34-151 through 34-156, "Upper Story Residential Grant Program," of the Code of Ordinances of the City of Paducah, Kentucky, to allow property owners to apply for

FEBRUARY 21, 2017

financial assistance that shall not exceed 15-percent of the construction cost or a maximum of \$15,000.00 per new owner occupied residential unit.

CITY MANAGER REPORT

Mr. Pederson did not give a report.

MAYOR & COMMISSIONER COMMENTS

No comments were given.

PUBLIC COMMENTS

Alberta Davis, property owner, gave support regarding the amendment to the Upper Story Residential Grant Program ordinance.

ADJOURN

Mayor Harless offered motion, seconded by Commissioner Wilson, that the meeting be adjourned at approximately 7:00 p.m. All in favor. Motion carried.

ADOPTED: February 28, 2017

City Clerk

Mayor

CITY OF PADUCAH
February 28, 2017

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
February 28, 2017

NEW HIRE - FULL-TIME (F/T)

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Wurth, Mary Ellen	Administrative Assistant III	\$16.65/Hr	NCS	Non-Ex	March 16, 2017

TERMINATIONS - FULL-TIME (F/T)

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Raney, Jill T	Administrative Assistant III	Resignation	February 8, 2017
<u>FINANCE</u>			
Cates, Misty	Executive Assistant I	Resignation	March 3, 2017
<u>POLICE OPERATIONS</u>			
Davis, James E	Patrol Officer	Resignation	February 27, 2017

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>FIRE SUPPRESSION</u>					
Jarvis, Ward T	Firefighter \$14.02/Hr.	FF / Relief Driver \$14.64/Hr.	NCS	Non-Ex	December 11, 2016
Pendergrass, Brian	FF / Relief Driver \$14.84/Hr.	Acting Fire Lieutenant \$16.32/Hr.	NCS	Non-Ex	July 3, 2016
Pendergrass, Brian	Acting Fire Lieutenant \$16.32/Hr.	FF / Relief Driver \$14.84/Hr.	NCS	Non-Ex	August 6, 2016

Agenda Action Form

Paducah City Commission

Meeting Date: February 28, 2017

Short Title: Amend Pay Grade Schedule

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell

Presentation By: Martin Russell

Background Information: This action will amend the current Pay Grade Schedule to reflect updated job description & educational requirement for position Engineer Project Manager.

A brief summary of changes as follows:

- Move position Engineer Project Manager from N to R.

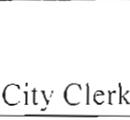
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: Adopt the amended Position & Pay Schedule

Attachments: Amended Position & Pay Schedule

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE
FY2016-2017 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF
PADUCAH, KENTUCKY

WHEREAS, the City desires to amend the Pay Grade Schedule to reflect
updated job description & educational requirements for the Engineer Project Manager
position; and

WHEREAS, the City desires to re-grade the position of Engineer Project
Manager; and

WHEREAS, in order to implement the changes it is necessary to amend
the FY2016-2017 Pay Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby adopts and approves the
amendment to the FY2016-2017 Pay Grade Schedule as attached hereto.

SECTION 2. This Order will 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, February 28, 2017
Recorded by Tammara S. Sanderson, City Clerk, February 28, 2017
\\mo\pay grade schedule- 2-28-17
Pay grade schedule is saved in excel as pay grade schedule 2 28 17

FY 2016 - 2017
Pay Grade Schedule

February 28, 2017

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Firefighter (Appointee)	A	\$24,006	\$26,685	\$29,370	\$32,095	\$34,824
Account Clerk	B	\$25,057	\$27,986	\$30,831	\$33,653	\$36,473
Admin Asst I	B	\$25,057	\$27,986	\$30,831	\$33,653	\$36,473
Accounts Payable Clerk	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Admin Asst II	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Admin Assistant 911	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Code Enforcement Assistant	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Data Entry Clerk 911	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Evidence Technician I	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Laborer	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Permit Specialist	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Records Clerk I	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Revenue Technician	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
ROW Maintenance Person	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Solid Waste Truck Driver	C	\$26,479	\$29,426	\$32,373	\$35,403	\$38,431
Administrative Asst III	D	\$27,715	\$30,853	\$33,992	\$37,087	\$40,182
Records Clerk II	D	\$27,715	\$30,853	\$33,992	\$37,087	\$40,182
Concrete Finisher	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Equipment Operator	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Firefighter	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Maintenance Technician	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Permit Technician	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Recreation Specialist	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Records Clerk III	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Traffic Tech	E	\$29,158	\$32,425	\$35,691	\$38,967	\$42,242
Asst. City Clerk	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Cemetary Sexton	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Compost Equipment Operator	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Evidence Tech II	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Executive Asst I	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Firefighter Relief Driver	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Floodwall Operator	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Telecommunicator	F	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
911Assistant Shift Supervisor	G	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Code Enforcement Officer I	G	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
Fleet Mechanic I	G	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
HR Generalist	G	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406
911 Shift Supervisor	G	\$30,600	\$34,038	\$37,476	\$40,940	\$44,406

FY 2016 - 2017
Pay Grade Schedule

February 28, 2017

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Fire Lieutenants	H	\$33,691	\$37,504	\$41,317	\$45,077	\$48,837
Help Desk Technician	H	\$33,691	\$37,504	\$41,317	\$45,077	\$48,837
Housing Specialist	H	\$33,691	\$37,504	\$41,317	\$45,077	\$48,837
Events & Promotions Specialist	H	\$33,691	\$37,504	\$41,317	\$45,077	\$48,837
Marketing Specialist	H	\$33,691	\$37,504	\$41,317	\$45,077	\$48,837
Fire Captains	I	\$35,442	\$39,413	\$43,383	\$47,398	\$51,412
Fleet Mechanic II	I	\$35,442	\$39,413	\$43,383	\$47,398	\$51,412
Executive Asst II	I	\$35,442	\$39,413	\$43,383	\$47,398	\$51,412
Journeyman Electrician	I	\$35,442	\$39,413	\$43,383	\$47,398	\$51,412
Office Manager	I	\$35,442	\$39,413	\$43,383	\$47,398	\$51,412
Accountant	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Deputy Building Inspector I	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Deputy Electrical Inspector I	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Code Enforcement II	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Deputy Fire Marshal I	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Engineering Technician	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Network Technician	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Police Officer	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Revenue Auditor	J	\$37,194	\$41,374	\$45,553	\$49,718	\$53,885
Records Division Manager	K	\$39,049	\$43,440	\$47,830	\$52,248	\$56,662
Crime Analyst	K	\$39,049	\$43,440	\$47,830	\$52,248	\$56,662
Assistant Director 911	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Code Enforcement Supervisor	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Deputy Building Inspector II	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Deputy Electrical Inspector II + Plan	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Engineer Asst II	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Fire Marshall II	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Grants Administrator	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Parks Maintenance Supervisor	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Planner I	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
EPW Supervisor -(Compost Operations, Fleet, Maintenance, Street, Solid Waste)	L	\$39,882	\$45,047	\$50,221	\$55,402	\$60,582
Chief Electrical Inspector	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Community Development Planner	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Deputy Building Inspector III/Plan Review	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Downtown Development Specialist	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569

FY 2016 - 2017
Pay Grade Schedule

February 28, 2017

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Engineer Asst III	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Fire Marshall III	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Planner II	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Special Events Coordinator	M	\$41,830	\$47,282	\$52,733	\$58,151	\$63,569
Chief Building Inspector	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
Battalion Chief	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
Engineer Project Manager	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
Fire Marshall	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
Parks Maintenance Superintendent	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
Recreation Superintendent	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
EPW Street Superintendent	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
EPW Floodwall Superintendent	N	\$43,557	\$49,682	\$55,369	\$61,118	\$66,866
EPW Fleet/Maintenance Superintendent	O	\$46,157	\$52,147	\$58,138	\$64,151	\$70,164
GIS Analyst	O	\$46,157	\$52,147	\$58,138	\$64,151	\$70,164
EPW Operations Manager	O	\$46,157	\$52,147	\$58,138	\$64,151	\$70,164
Risk Manager	O	\$46,157	\$52,147	\$58,138	\$64,151	\$70,164
Assistant to the City Manager	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
City Clerk	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
GIS/Planner	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
Network Administrator	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
Public Information Officer	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
Section 8 Housing Admin	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
Police Sergeant	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
GIS Specialist	P	\$48,424	\$54,735	\$61,043	\$67,304	\$73,563
Police Captain	Q	\$50,897	\$57,497	\$64,097	\$70,736	\$77,376
Fire Assistant Chief	Q	\$50,897	\$57,497	\$64,097	\$70,736	\$77,376
Engineer Project Manager	R	\$53,369	\$60,335	\$67,302	\$74,193	\$81,085
Storm & Drain Engineer	R	\$53,369	\$60,335	\$67,302	\$74,193	\$81,085
Deputy Fire Chief - Operations	S	\$56,048	\$63,357	\$70,668	\$77,936	\$85,206
Director of Inspection	S	\$56,048	\$63,357	\$70,668	\$77,936	\$85,206
Police Assistant Chief	S	\$56,048	\$63,357	\$70,668	\$77,936	\$85,206
Revenue Manager	S	\$56,048	\$63,357	\$70,668	\$77,936	\$85,206
Assistant Public Works Director	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533
Controller	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533
Deputy Fire Chief - Fire Prevention	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533
Director of 911	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533

FY 2016 - 2017
Pay Grade Schedule

February 28, 2017

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qrt	4th Premium
Exec Dir Paducah Riverfront Dev Aut	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533
Exec Director PRA	T	\$58,934	\$66,567	\$74,200	\$81,868	\$89,533
Director of IT	U	\$61,818	\$69,864	\$77,910	\$89,597	\$98,557
Director of Parks	V	\$64,909	\$73,357	\$81,806	\$94,076	\$103,453
Director of Planning	V	\$64,909	\$73,357	\$81,806	\$94,076	\$103,453
Human Resource Director	V	\$64,909	\$73,357	\$81,806	\$94,076	\$103,453
No Position	W	\$68,206	\$77,051	\$85,896	\$98,780	\$108,659
Fire Chief	X	\$71,606	\$80,898	\$90,190	\$103,719	\$114,091
No Position	Y	\$75,109	\$84,905	\$94,700	\$108,906	\$119,796
Assistant City Manager	Z	\$78,921	\$89,179	\$99,436	\$114,351	\$125,786
Director of Finance	Z	\$78,921	\$89,179	\$99,436	\$114,351	\$125,786
City Engineer & Public Works Director	Z	\$78,921	\$89,179	\$99,436	\$114,351	\$125,786
Police Chief	Z	\$78,921	\$89,179	\$99,436	\$114,351	\$125,786
City Manager	AA	\$106,327	\$120,133	\$133,939	\$154,030	\$169,434

Agenda Action Form Paducah City Commission

Meeting Date: Feb. 28, 2017

Short Title: Release of Deed Restriction-511 North 5th Street Tract A

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Nancy Upchurch/Steve Ervin

Presentation By: Steve Ervin

Background Information:

Municipal Order #1740 authorized the sale of the property located at 511 North 5th Street (Tract A) to Henry C. and Neva F. Rudy. The deed included a restriction allowing for the property to revert back to the City if the grantee did not complete the improvements to the lot as proposed. His proposal included the demolition of the existing structure and to build a new single family residence on the lot. Mr. Rudy changed his plans and decided to rehabilitate the existing structure. Staff feels that while he did not complete project as proposed, the investment he made was a more desirable investment in this historic neighborhood and satisfies the intent of the restriction placed on the deed.

The owners have completed the improvements and now request a release of the restrictions. This action would authorize the mayor to sign the Release of Restrictions.

Staff Recommendations:

Approval of the Release of Restrictions contained in the Deed dated Nov. 5, 2013 recorded in book 1266 Page 680.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Attachments:

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR OF THE MAYOR TO EXECUTE A RELEASE OF DEED RESTRICTION FOR A DEED DATED NOVEMBER 22, 2013, RECORDED IN BOOK 1266, PAGE 680, IN THE McCRACKEN COUNTY CLERK'S OFFICE TO HENRY C. AND NEVA F. RUDY FOR 511 NORTH FIFTH STREET TRACT A

WHEREAS, the Board of Commissioners of the City of Paducah, Kentucky by Municipal Order No. 1740, authorized the sale of 511 North Fifth Street Tract A to Henry C. and Neva F. Rudy; and

WHEREAS, the deed included a reversion clause that the property would revert back to the City if the Rudy's did not complete the improvements to the lot as proposed; and

WHEREAS, Mr. Rudy did change his plan but the investment he has made was a more desirable investment in the historic neighborhood and satisfies the intent of the restriction; and

WHEREAS, Mr. and Mrs. Rudy have now requested the City issue a release of restriction.

BE IT HEREBY ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor of the City of Paducah is hereby authorized to execute a Release of Deed Restriction, attached hereto, for a deed dated November 22, 2013, recorded in book 1266, Page 680, in the McCracken County Clerk's Office, for 511 North Fifth Street Tract A, Paducah, Kentucky, owned by Henry C. and Neva F. Rudy.

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

MAYOR

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, February 28, 2017
Recorded by Tammara S. Sanderson, City Clerk, February 28, 2017
|MO\deed-release of restriction-511 N 5th Tract A

RELEASE OF DEED RESTRICTION

THIS RELEASE OF DEED RESTRICTION is made this _____ day of February, 2017 by City of Paducah, KY, a municipal corporation of the second class existing under the laws of the Commonwealth of Kentucky, with a mailing address of Post Office Box 2267, Paducah KY, 42006-2267.

The deed dated November 22, 2013 and recorded in book 1266 Page 680, McCracken County Clerk's Office contains a restriction which reads as follows:

"The conveyance is made on the condition that substantial construction, as approved by Grantor, on the above described real estate, shall be initiated within 18 months from the date hereof. Should Grantees, his or her heirs and assigns, fail to comply and said improvements and not completed 18 months from the date hereof, the real estate herein conveyed shall revert to the Grantor, or its successors and assigns."

For and in consideration of the Grantee's full compliance with the with the provisions of the conditions of the restriction the City of Paducah hereby releases all claims to the property described as follows:

Being the north 20' of tract "A" fronting on the west side of North 5th Street, as shown by waiver of subdivision for the City of Paducah as recorded in Plat Section "M" Page 728, McCracken County Clerk's office.

CITY OF PADUCAH, KENTUCKY

BY: _____
BRANDI HARLESS, MAYOR

State of Kentucky)
) SS
County of McCracken)

SUBSCRIBED, SWORN and ACKNOWLEDGED to before me by BRANDI HARLESS as MAYOR, of and on behalf of CITY OF PADUCAH herein, on this the _____ day of February, 2017.

My Commission Expires _____

Notary Public

THIS INSTRUMENT WAS PREPARED BY:

WASHBURN, KEY, LOWRY PLLC
139 Memorial Drive
Paducah, KY 42001

Agenda Action Form Paducah City Commission

Meeting Date: February 21, 2017

Short Title: Paducah Police Department Bargaining Unit Agreement (FOP)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, Martin Russell, Jon Perkins, Brandon Barnhill,
Brian Krueger, David White, Heather Rushing
Presentation By: Martin Russell, Brandon Barnhill

Background Information: The current contract with the Paducah Police Department Bargaining Unit expires June 30, 2017. Negotiations on the new contract began on January 11, 2017 and concluded on January 25, 2017. The City has been advised that the membership has voted to approve the attached contract.

The Contract includes the following major terms and changes from the previous FOP contract:

- Administrative Changes:
 - Changed Reference to all dates to reflect new 3 year contract (July 1, 2017 -- June 30, 2020)
 - Updated wage table to include proposed wage increases
 - Dues Deduction section changed to reflect recent state Right to Work Legislation language
- Holiday's Pay
 - Members of the bargaining unit who are considered "on call" on a holiday shall receive two (2x) times their regular rate of pay for being on-call on the actual holiday. If called out on the actual holiday, officers shall receive two (2x) times their regular pay for all hours worked on the holiday.
- Wages:
 - Annual increases of 1.5%, 1.75%, 2.0% in 2017, 2018, 2019 respectively
 - Wage Rates to add longevity pay as follows:
 - July 1, 2017 Additional \$.20/Hour to members of the bargaining unit with 5 or more actual years of service
 - July 1, 2017 Additional \$.15/Hour to members of the bargaining unit with 10 or more actual years of service
 - July 1, 2017 Additional \$.11/Hour to members of the bargaining unit with 15 or more actual years of service

- July 1, 2017 Additional \$.06/Hour to members of the bargaining unit with 20 or more actual years of service
- Total wage and fringe benefit increase impact over the three year period is estimated to be \$630,000. The calculation considers maintaining current staffing levels.

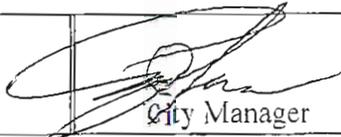
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

 2/16/2017 Finance

Staff Recommendation: Approve an ordinance authorizing the Mayor to execute the Agreement with the Paducah Police Department Bargaining Unit.

Attachments: Agreement between the City of Paducah and the Paducah Police Department Bargaining Unit.

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

Meeting Date: February 21, 2017

Short Title: The Professional Fire Fighters of Paducah Agreement (IAFF)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, Martin Russell, Jon Perkins, Steve Kyle, Kevin McKellips, Heather Rushing

Presentation By: Martin Russell, Steve Kyle

Background Information: The current contract with the Professional Fire Fighters of Paducah expires June 30, 2017. Negotiations on the new contract began on January 10, 2017 and concluded on February 7, 2017. The City has been advised that the membership has voted to approve the attached contract.

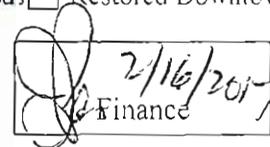
The Contract includes the following major terms and changes from the previous IAFF contract:

- Administrative Changes:
 - Changed Reference to all dates to reflect new 3 year contract (July 1, 2017 – June 30, 2020)
 - Updated wage table with proposed wage increases
 - Dues Deduction section addendum to reflect recent state Right to Work Legislation language
- Exchange of Duties and Union Business Leave:
 - Added language indicating an employee can qualify for up to six (6) months of work place coverage from qualified employees who voluntarily work or donate unused vacation time (as long as no overtime is predicted to be needed to maintain minimum staffing as contained in City policy and can't be granted any earlier than 72 hours before the start of the covered shift) as his/her replacement. The employee who is absent due to illness/injury will be paid and voluntary replacement will not receive compensation from the City or will have vacation time deducted if approved.
- Acting Pay:
 - Added language indicating Acting base wage rate
 - Captains acting as Assistant Chief #1 receive an additional \$.10/hour
- Sick Leave and Pay:
 - Employees shall accrue sick leave at the rate of 1 1/3 days per month up to a maximum of 150 days of sick leave time.

- Retirement Time Purchase. Employees that entered the system prior to 1-1-2014 and selected the retirement time purchase benefit shall be allowed to maintain the retirement time purchase option until retirement. When these employees retire, the City will purchase one day of retirement credit for each sick day accumulated up to a maximum one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time of retirement to receive this benefit. This benefit is contingent on CERS approval. Employees in the retirement time purchase group accrue sick leave at the rate of 1 ½ days per month up to a maximum of 242 days of sick leave time.
- After an employee accrues 150 days in a given year, any sick time earned after that point within that year will be purchased by the City using the following formula. Beginning sick time plus annual accrual minus annual time used divided by 3. Payment for these days shall be an amount equivalent to one day's pay multiplied by the value determined above. Payment for these sick days shall be no later than the second paycheck of February of the following month.
- Wage Rates:
 - Proposed annual increases of 1.5%, 1.75%, 2.0% in 2017, 2018, 2019 respectively
 - Total wage and fringe benefit increase impact over the three year period is estimated at \$525,000. The calculation considered maintaining current staffing levels.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:



2/16/2017
Finance

Staff Recommendation: Approve an ordinance authorizing the Mayor to execute the Agreement with the IAFF Bargaining Unit.

Attachments: Agreement between the City of Paducah and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters

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

Meeting Date: 02-21-2017

Short Title: **Financial Statement Auditor for City of Paducah, KY for fiscal years 2017 through 2020**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Audra Herndon

Presentation By: Jonathan Perkins, Audra Herndon

Background Information: KY Revised Statute 91A-040 requires an annual audit of each fund of the City by an auditor of public accounts or a certified public accountant. The City is also subject to the Federal Single Audit Act for audit reporting requirements. The independent certified public accounting firm of Kemper CPA Group, LLP has conducted this audit for the past 4 years (FY2013–FY2016). The 4 years prior to that, the firm of Williams, Williams and Lentz, LLP conducted the City's audit (FY2009–FY2012).

Although professional services do not require it, typically staff would submit 'requests for proposals' for the CAFR (comprehensive annual financial report) for the upcoming audits (FY2017-FY2020). However, the next 4 fiscal years will be anything but typical with the City's planned 4-5 year phased in financial software conversion, which is already in progress. This will include the running of two separate and distinct financial software systems simultaneously during most of the 4 years. To provide continuity during this time of transition, remaining with our current auditing partner makes the most sense. Staff negotiated with Kemper CPA Group, LLP for an additional 4 year contract; including a fixed price for their review of our software conversion during the contract period.

Kemper CPA Group, LLC has agreed to a fixed price for all 4 years, in total, not to exceed \$215,000.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

2/13/2017
Finance

Staff Recommendation: Authorize Mayor to sign all necessary documents to accept the proposal of Kemper CPA Group, LLP for the preparation of the City's financial audits (and related CAFR – comprehensive annual financial reports, forms, schedules, reviews, etc.) for the fiscal years ending June 30, 2017, 2018, 2019 and 2020. Total audit fee not to exceed \$215,000.

Attachments: Kemper CPA Group, LLP proposal

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

Meeting Date: February 21, 2017

Short Title: Authorize Agreement for Noble Park Lake Bank Stabilization Project-Phase II

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
Mark Thompson, Parks Director

Background Information:

On February 8, 2017, sealed written bids were received for the Noble Park Lake Bank Stabilization Project-Phase II. The materials and methods performed as a part of the initial project were specified throughout the Phase II portion of the project in order to maintain the project's uniformity. Two deductive alternates were included in the Bid-Form for consideration in the event the bids may have exceeded our budget. There were two responsive bids received for this Project, with YEC Excavating, LLC, submitting the lowest responsive base bid of \$242,980.00. Subsequent to reviewing the contractor's base bid and the project's available budget the value of the Base-Bid without taking any deductive alternates provides for a prolonged project life.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: 040-8821-536-2307
Account Number: PA0107 *



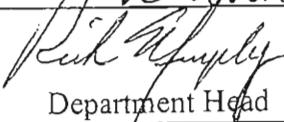
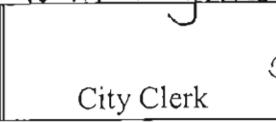
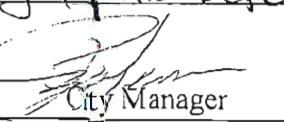
Staff Recommendation:

To receive and file the Bids, accept the Base-Bid of \$242,980.00 as submitted by YEC Excavating LLC, for the Noble Park Lake Bank Stabilization Project-Phase II and to authorize the Mayor to execute all applicable construction contract documents associated with this project.

Attachments:

Bids, Bid Tab and Advertisement

* - Funding needs in excess of project funding listed here will be covered with Engineering & Parks Dept. operating funds.

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

Meeting Date: Feb. 21, 2017

Short Title: Revise Taxi Cab Ordinance

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Assistant Chief David White, Kristen Worak of KKHB
Presentation By: Chief Brandon Barnhill

Background Information: The current taxi cab ordinance has been in effect, with two revisions, since 1952. We are seeking to update restrictions on drivers and provide more modern requirements.

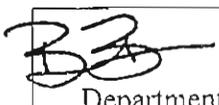
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Staff Recommendation: Approve new revision to taxi cab ordinance

Attachments:

 Department Head	 City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: February 21, 2017

Short Title: Upper Story Residential Grant Program

Ordinance Emergency Municipal Order Resolution

Staff Work By: Sheryl Chino/Stephen Ervin

Presentation By: Stephen Ervin

Background Information:

The intent of this agenda item is to amend an ordinance that established the Upper Story Residential Grant Program. Currently, property owners within a defined area (Map#1) are eligible to apply for financial assistance that shall not exceed 20% of the construction costs or a maximum of \$15,000.00 per Upper Story Residential Rental Unit.

The amendment to the ordinance will allow property owners to apply for financial assistance that shall not exceed 15% of the construction costs or a maximum of \$15,000.00 per new owner occupied residential unit. Currently the grant is only awarded for upper story rental units.

Approval of amended ordinance will:

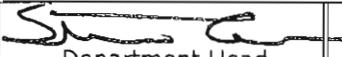
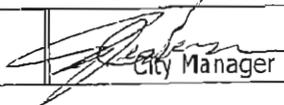
- Provide housing options downtown that will increase economic vitality, as residents will visit local businesses and help generate activity throughout the day.
- Lead to renovations of historic buildings that have fallen into disrepair.
- Support mixed use development within historic downtown Paducah.
- Improve the vitality of downtown areas through economic development. Upper story improvements will lead to 1st floor occupancy of vacant retail space.
- Lower residential/commercial vacancy rate which will indicate that downtown is an attractive place to live and work.

Funds Available: Account Name: Upper Story Residential Grant Program
Account Number: DT0033

 2/16/2017
Finance

Motion:

Attachments:

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

Meeting Date: February 28, 2017

Short Title: Professional Services Agreement for the Development of the City of Paducah Comprehensive Stormwater Master Plan

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Rick Murphy, P.E., City Engineer & Public Works Director
Eric Hickman, P.E., Stormwater & Drainage Engineer
Presentation By: Strand Associates, Inc.

Background Information:

On May 20, 2016, the City of Paducah requested proposals from qualified and experienced consulting engineering firms for the development of a Comprehensive Stormwater Master Plan (CSMP). The overall objective of this project is to compile a document which provides clear and concise explanation of the City's existing stormwater management program, presents a detailed investigation into key components of stormwater as it is related to the City, establishes stormwater management goals for the future, presents tools to meet or exceed established goals and provides a foundation for future policy decisions and projects.

Six firms submitted RFQs for Paducah's CSMP:

Strand Associates (partnered with **BFW Engineering & Testing Inc.**)
HDR (acquired the former **Florence & Hutcheson/ICA Engineering** office in 2015)
Horner & Shifrin (partnered with **Shawnee Professional Services**)
Burgess & Niple (partnered with Civil Design Group and **Shawnee Professional Services**)
AMEC Foster Wheeler (partnered with **5H Technologies**)
CDP Engineers Inc.(partnered with **Austin Engineering Inc.**)

The "Selection Committee Members" (SCMs) consisted of the following:

Rick Murphy, P.E - City Engineer & Public Works Director
Eric Hickman, P.E. - Storm Water & Drainage Engineer
John Hodges, P.E. – Executive Director of the Joint Sewer Agency
Scott Darnell - President/CEO Paducah Economic Development

Each firm's RFQ submittal was independently/individually scored by the SCMs using the following criteria:

- Firm Experience & Qualifications – 25 Total Points
- Familiarity with Project Area – 15 Total Points
- Project Approach – 25 Total Points
- Project Team, Specialized Capabilities & Availability – 20 Total Points
- Similar Projects – 15 Total Points

Combined Total Points = 100 Points

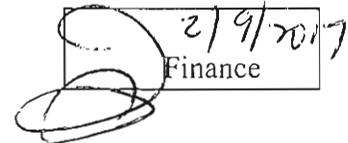
The average ranking & points for each firm before the interview process was as follows:

Firm	Ranking	Points
Strand Associates	1	95
HDR	2	83
Horner & Shifrin	3	72
Burgess Niple	4	70
AMEC Foster Wheeler	5	68
CDP Engineers, Inc.	6	30

After further deliberation, the SCMs considered the expenses incurred by each firm to assemble a presentation and travel/lodge to Paducah for the interview process. The SCMs provided the above rankings to all of the firms in order that they may decide whether or not to make a presentation before the SCMs. From the table above, three of the firms that chose to make presentations to the SCMs included the firms that ranked 1, 2, and 4.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Storm Water Study
 Account Number: 040-3315-532.23-07
 Project #: DR0009

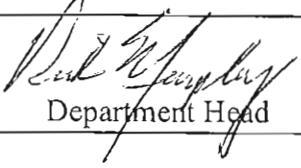
 2/9/2017
Finance

Staff Recommendation:

On August 4, 2016, each firm was allowed a one hour time allotment to present its qualifications before the SCMs. Upon the conclusion of these presentations, the SCMs discussed at length the strengths and qualifications of each firm presenting. At the conclusion of these discussions the SCMs arrived at a unanimous decision that Strand Associates partnered with BFW Engineering & Testing would be the best team to move forward with the CSMP Project. The City Engineer in collaboration with the Stormwater Master Plan engineering selection committee is recommending to adopt an Ordinance authorizing the Mayor to execute an Agreement for Technical Services with Strand Associates, Inc., for professional engineering, consulting, and related services in connection with a preliminary engineering evaluation for the CSMP Project. Services for the CSMP Project under the attached Task Order 17-01 shall not exceed \$790,000.

Attachments:

1. Agreement for Technical Services
2. Task Order No. 17-01

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2017-3-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF
PADUCAH AND STRAND ASSOCIATES, INC. FOR THE DEVELOPMENT OF A
COMPREHENSIVE STORM WATER MASTER PLAN; AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT

WHEREAS, the City of Paducah requested proposals from qualified and
experienced consulting engineering firms for the development of a Comprehensive Storm
Water Master Plan Project; and

WHEREAS, six firms submitted requests for qualifications; and

WHEREAS, each firm presented its qualifications to the Selection
Committee Members; and

WHEREAS, the Selection Committee discussed at length the strengths
and qualification of each firm and unanimously decided that Strand Associates, Inc., is
the best firm to move forward with the Project; and

WHEREAS, the professional consulting engineering firm Strand
Associates, Inc., has in its employ, persons experienced to assist with the development of
the Comprehensive Storm Water Master Plan; and

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

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

SECTION 1. Recitals and Authorization. The City hereby authorizes and
approves an Agreement for the development of a Comprehensive Storm Water Master Plan
between the City and Strand Associates, Inc., in an amount not to exceed \$790,000. It is further
determined that it is necessary and desirable and in the best interest of the City to enter into the
Agreement for the purposes therein specified. The Mayor of the City is hereby authorized to
execute the Agreement, and all other documents and instruments of any kind to be executed or
delivered in connection with the Agreement, with such changes in the Agreement not
inconsistent with this Ordinance and not substantially adverse to the City as may be approved by

the official executing the same on behalf of the City or the City Manager. The approval of such changes, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the Agreement by the authorized official.

SECTION 2. The expenditure shall be charged to the Storm Water Study account, account number 040-3315-532-2307, project account DR0009.

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

SECTION 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, February 28, 2017
Adopted by the Board of Commissioners, March 14, 2017
Recorded by Tammara S. Sanderson, City Clerk, March 14, 2017
Published by *The Paducah Sun*, _____
\ord\agree-storm water master plan 2017



Strand Associates, Inc.[®]
1525 Bull Lea Road, Suite 100
Lexington, KY 40511
(P) 859-225-8500
(F) 859-225-8501

AGREEMENT FOR TECHNICAL SERVICES

CITY OF PADUCAH AND STRAND ASSOCIATES, INC.[®]

This Agreement is made and entered into this _____ day of _____, 2017, between the City of Paducah, Kentucky, hereinafter referred to as OWNER, located at 300 South 5th Street, Paducah, Kentucky 42003, and Strand Associates, Inc.[®], 1525 Bull Lea Road, Suite 100, Lexington, Kentucky, 40511, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting, and related services (“Services”) in connection with a preliminary engineering evaluation for the Comprehensive Stormwater Master Plan “Project”; AND WHEREAS, ENGINEER desires to render these Services as described in the Scope of Services. NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

Scope of Services

ENGINEER agrees to provide Services for the Project as outlined in this Agreement and as in attached Task Order 17-01. Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER’s engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the attached Task Order No. 17-01.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order upon completion for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for subconsultants (only upon approval of OWNER), travel, meals, printing, postage, copies, computer, and long distance telephone calls will be billed at actual cost plus ten percent. Estimated costs for expenses will be included in the not to exceed compensation amounts established for each task order authorized under this Agreement.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws or other similar taxes on services are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates as shown on the attachment included with each task order that anticipates the Services will be completed as indicated. Should the completion time be extended at no fault of ENGINEER, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made as agreed by both parties.

City of Paducah
Page 2
February 7, 2017

The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services** only upon agreement by OWNER. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes. ENGINEER will not be entitled to any fee adjustments for delays caused by ENGINEER.

Schedule

Services will begin upon execution of this Agreement and attached Task Order No. 17-01 WHEREAS, THEREAFTER, ENGINEER shall perform Services in a proper, efficient and workmanlike manner. This Agreement will terminate on December 31, 2018. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under 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.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all OWNER's available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as flood pump station rated capacity and operating characteristics soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. To the best of OWNER's ability, guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. OWNER agrees to examine all ENGINEER's reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services OWNER agrees that may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

City of Paducah
Page 3
February 7, 2017

8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.

OWNER cannot make any assurances that the insurance carrier for any contractor will agree to add ENGINEER as an additional insured. In the event the insurance carrier does not agree, OWNER's obligations under this provision are relieved.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Payment Requests

ENGINEER's review of Payment Requests from OWNER's contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement and with the Scope of Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly, only upon approval by both parties.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**, only upon approval by both parties.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement, only upon approval by both parties.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses, only upon approval by both parties.

Payment

OWNER will make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. If OWNER disputes any item in ENGINEER's invoice, OWNER will promptly notify ENGINEER for clarification and/or correction. Nonpayment of any undisputed invoice 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

City of Paducah
Page 4
February 7, 2017

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

Use of Documents

OWNER may make and retain copies of all documents, information, reports, plans, findings, data, designs, specifications, or other related documents provided or furnished by ENGINEER to OWNER pursuant to this Agreement (hereafter the "Documents"). ENGINEER grants OWNER an unconditional license to use such Documents on all phases of the Project, extensions of the Project, and for related uses of OWNER, subject to receipt by ENGINEER of full payment for all services relating to preparation of such Documents.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed Services and expenses up to the date of termination, subject, however to any right of settlement OWNER may have against ENGINEER.

Notwithstanding the above, OWNER has the right to terminate this Agreement for convenience at its sole discretion. In such event, ENGINEER shall be paid for all work performed up to the point written notice of termination for convenience is provided to ENGINEER.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder.

City of Paducah
Page 5
February 7, 2017

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court within the Commonwealth of Kentucky. Parties further agree that the venue for any legal proceedings related to this Agreement shall exclusively be held in McCracken County, Kentucky.

Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

Insurance

ENGINEER will secure and maintain throughout the duration of this Agreement the following minimum insurance coverages:

1. Worker's compensation and employer's liability insurance as required by the Commonwealth of Kentucky.
2. Comprehensive automobile and vehicle liability insurance covering operation of owned, hired, and nonowned motor vehicles in the following amounts:

Bodily Injury	\$ 500,000	per person
	\$1,000,000	per occurrence
Property Damage	\$ 500,000	per occurrence
3. Comprehensive general liability and property damage insurance in the following amounts:

Bodily Injury	\$1,000,000	per occurrence
	\$1,000,000	aggregate
Property Damage	\$ 500,000	per occurrence
	\$ 500,000	aggregate
4. Professional liability coverage \$2,000,000 annual aggregate

All insurance policies shall be issued by companies authorized to do business in the Commonwealth of Kentucky.

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.

City of Paducah
Page 6
February 7, 2017

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 provision of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations 60-1.4(a-f), 60-300.5(a-e), 60-741(a-e).

Service Elements Not Included

The following services are not included in this Agreement. If such services are required by the OWNER, the ENGINEER will provide Services as noted. If necessary, additional Service Elements Not Included in the executed Task Order may be identified in a subsequently issued task order.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction. (Should have a backup?)
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
4. Bidding- and Construction-Related Services: Bidding- and construction-related services for the Task Order-specified project will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will require an amendment to this Agreement or a separate agreement with OWNER.
6. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
7. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights will be provided through a separate agreement with OWNER.
8. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.



Strand Associates, Inc.[®]
1525 Bull Lea Road, Suite 100
Lexington, KY 40511
P: 859-225-8500
F: 859-225-8501

Task Order No. 17-01
City of Paducah, Kentucky (OWNER)
and Strand Associates, Inc.[®] (ENGINEER)
Pursuant to Technical Services Agreement dated _____, 2017

Project Information

Services Name: Comprehensive Stormwater Master Plan (CSMP)

Services Description: Preliminary Engineering Evaluation for the CSMP.

Scope of Services

ENGINEER will provide the following services to OWNER.

Project Administration and Communication

ENGINEER will assist OWNER with project administration, including efforts to help facilitate engagement of the public and stakeholder groups to solicit feedback to support development of the CSMP.

1. Provide project management and overview of activities required for CSMP preliminary engineering evaluation.
2. Assist OWNER in developing implementation approach for stakeholder participation and community engagement efforts.
3. Prepare and distribute meeting minutes to document findings and feedback from committee meetings and stakeholder discussions.
4. Provide periodic updates to OWNER via e-mail and teleconferences and respond to questions.
5. Conduct up to four project team meetings with OWNER to discuss project progress.

Community Background Review and Assessment

ENGINEER will conduct a background review of reports and documents provided by OWNER to facilitate understanding of community goals and objectives that will assist in shaping the approach to the various investigations and studies to be completed in support of the CSMP.

1. Prepare for and attend Technical Advisory Group (TAG) meeting No. 1 to review and discuss preliminary engineering evaluation approach and prepare meeting minutes to summarize feedback.
2. Develop request for information to OWNER necessary to support CSMP master planning efforts.
3. Review OWNER and McCracken County (County) subdivision regulations and document areas of concern for additional follow-up discussions.

City of Paducah
Task Order No. 17-01
Page 2
February 7, 2017

4. Review OWNER and County zoning ordinances to outline requirements related to stormwater and floodplain management.
5. Review OWNER and County comprehensive plan to understand community growth goals.
6. Review renaissance area master plan and document goals and objectives for redevelopment in the riverfront areas.
7. Review previous stormwater master plan(s) to establish foundation for prior community planning initiatives.
8. Review and document historic flood data and associated flood damage surveys.
9. Document current and future planned capital improvement projects for correlation with study approach and recommendations.
10. Compile synopsis of community background review and assessment in draft report form.

Organize Existing Geographic Information System (GIS) Mapping and Datasets

ENGINEER will develop a working database and mapping template to support the various needs of the study and corresponding community outreach efforts using GIS data provided by OWNER and the City of Paducah and McCracken County Joint Sewer Agency (JSA).

1. Assemble GIS shapefiles provided by OWNER and JSA to create a working database to support CSMP master planning activities.
2. Delineate up to eight major drainage basins and 12 pump station service areas and develop a summary of watershed characteristics.
3. Integrate current LiDAR mapping overlay and develop digital terrain model to facilitate extraction of watershed attribute information.
4. Generate watershed-based mapping to support planning activities.
5. Integrate shapefiles of separate storm sewer system and review attributes of system components and extents of coverage.
6. Integrate shapefiles of combined sewer system and review attributes of system components and extents of coverage.
7. Compile statistical analysis of separate and combined system components.
8. Evaluate and document GIS data gaps and outline additional GIS/data collection needs for subsequent planning activities.
9. Summarize findings of item Nos. 1 through 8 in draft report form.

City of Paducah
Task Order No. 17-01
Page 3
February 7, 2017

Analysis of Local Flood Protection Project Components

ENGINEER will conduct a review and analysis of information provided by OWNER for its existing flood pumping stations and levee/floodwall system to document their existing operational characteristics and determine any subsequent investigations needs for the CSMP.

1. Review and document relevant facets of the existing flood pump station operations plan in support of the analysis for the CSMP.
2. Develop summary of performance criteria for OWNER's 12 existing flood pumping stations.
3. Review available documentation from the most current flood pump station condition assessments and summarize findings.
4. Review current status of United States Army Corps of Engineers Local Flood Protection project and summarize findings, including documentation of remaining upgrade improvements and implementation schedules.
5. Review existing data and information for levee/floodwall system and confirm the extents associated with each flood pump station service area.
6. Analyze and compile existing information for use in developing approach for subsequent modeling efforts.
7. Summarize findings of item Nos. 1 through 6 in draft report form.

Analysis of Stormwater Asset Management System Database

ENGINEER will review and evaluate stormwater-related GIS datasets provided by OWNER and JSA for the separate storm sewer system and combined sewer system.

1. Review and evaluate characteristics of inventoried GIS datasets and attributes provided by OWNER and JSA.
2. Obtain and evaluate existing archived drawings and associated information for stormwater system components located in identified supplemental survey areas.
3. Correlate existing GIS data with archived drawings for separate storm sewer system supplemental survey areas.
4. Correlate existing GIS information with archived drawings for combined sewer system supplemental survey areas.
5. Discuss future asset management program needs with OWNER and document objectives to inform protocol for subsequent field inventories and data collection efforts.
6. Develop field investigation procedures for supplemental data acquisition for the separate and combined sewer systems.

City of Paducah
Task Order No. 17-01
Page 4
February 7, 2017

7. Complete and document full hydraulic structure surveys with structure dimensions and photographs for up to three identified detention basin outlet control structures located in riverine areas.
8. Complete and document full hydraulic structure surveys for up to 6,650 linear feet (LF) of culvert pipes identified in riverine areas.
9. Obtain rim and invert elevations, and pipe diameters for up to 19,200 LF of separate and combined sewer identified in urban areas.
10. Review findings and develop outline approach to address additional data needs for subsequent master planning efforts.
11. Summarize findings of item Nos. 1 through 11 in draft report form.

Evaluate Existing Stormwater Modeling Tools

ENGINEER will review and evaluate existing hydraulic models for the closed pipe network combined sewer system and the Federal Emergency Management Agency (FEMA)-mapped open channel network to determine their sufficiency and adequacy for the CSMP and any additional requirements necessary to facilitate FEMA's use to support modeling for this purpose.

1. Review and evaluate existing JSA combined sewer system (CSS) XPSWMM model structure to determine adequacy for use in future stormwater modeling efforts.
2. Perform test model trial runs to calibrate with existing JSA model outputs to confirm consistency between software platforms.
3. Review existing JSA flow metering and rain gauge data and document locations.
4. Review existing JSA model calibration methodology(s) and evaluate adjustments needed to integrate comprehensive flood routing techniques.
5. Evaluate existing JSA model compatibility with XPSWMM 2D model platform and evaluate requirements to incorporate 2D output capability.
6. Review existing FEMA Hydrologic Engineering Centers River Analysis System (HEC-RAS) models for most recent community map update in riverine portions of mapped floodplain areas. These riverine areas include Cross Creek, Crooked Creek, Island Creek, and Perkins Creek.
7. Perform HEC-RAS test model trial runs to calibrate with existing FEMA model outputs to confirm consistency between software platforms.
8. Review and document existing hydrologic input criteria and evaluate adequacy for anticipated CSMP modeling evaluations and future capital improvements planning.
9. Develop field investigation procedures for supplemental bridge surveys.
10. Conduct hydraulic structure surveys for up to 25 bridges and culverts identified in riverine system areas.

City of Paducah
Task Order No. 17-01
Page 5
February 7, 2017

11. Correlate findings from bridge and/or culvert structure surveys with information from available record drawings and hydraulic model inputs supporting mapped FEMA products.
12. Compile and summarize findings of item Nos. 1 through 11 in draft report form.

Policy Review and CSMP Goal Setting

ENGINEER will assist OWNER in facilitating discussions with community stakeholders on various policy considerations and decisions necessary to support refinement of goals and objectives for the CSMP.

1. Meet with OWNER planning staff to review regulations and policies and discuss potential needs to support planning activities and implementation of the CSMP.
2. Meet with JSA to review current regulations and policies applied in the combined sewer system service area and discuss planning considerations for future infill and redevelopment.
3. Meet with County representatives to discuss interrelated planning considerations and identify areas of needs and concerns.
4. Assemble presentation materials for Stormwater Advisory Committee (SWAC) meeting No. 1 and City Commission (CC) meeting No. 1.
5. Attend SWAC meeting No. 1 to provide an overview of preliminary engineering evaluation and solicit feedback on individual stakeholder concerns and broad based community concerns.
6. Attend CC meeting No. 1 to present an overview of CSMP planning process and solicit feedback on community goals and objectives.
7. Prepare for and attend TAG meeting No. 2 to review feedback from SWAC Meeting No. 1 and CC Meeting No. 1 and to discuss alternative strategy considerations for study approach.
8. Document important policy considerations and summarize findings of item Nos. 1 through 7 in draft report form.

Study Area Inventory and Analysis

ENGINEER will conduct outreach efforts with community stakeholders and the public at large to increase understanding of community flooding related issues and communicate planning strategies and approaches for the CSMP.

1. Evaluate and synthesize information and feedback from community background review and outline key strategies and policy considerations for master planning approach.
2. Develop baseline modeling protocols and establish proposed limits for detailed studies.
3. Prepare watershed mapping, outreach materials, and citizen questionnaire to support community engagement activities and public meeting No. 1.

City of Paducah
Task Order No. 17-01
Page 6
February 7, 2017

4. Attend public meeting No. 1 and facilitate citizen input session in open house format at City Hall to obtain general feedback on community stormwater-related concerns with up to four project team representatives (meeting notification shall be responsibility of OWNER).
5. Document community feedback and summarize findings from citizen questionnaire responses.
6. Review and discuss consensus needs for key planning strategies and policy decisions at TAG meeting No. 3.
7. Assemble presentation materials for SWAC Meeting No. 2.
8. Attend SWAC Meeting No. 2 to review and discuss community feedback from public meeting No. 1 and key strategies and policy decisions for subsequent planning efforts.
9. Refine and update key policy decisions, planning considerations, and study approaches.

Work Plan Refinement

ENGINEER will document findings of the preliminary engineering evaluation, including preparation/refinement of the approach for the remaining studies and investigations required to complete the CSMP.

1. Update and refine the outline work plan approach for remaining portions of this phase of the CSMP with anticipated deliverables, including formal protocols to be applied for data acquisition and other special planning considerations such as design storm level of service and coincident riverine flood condition, and possibly others.
2. Prepare draft CSMP project schedule with key milestones.
3. Detail requirements for supplemental support services such as closed circuit television, flow monitoring, rain gauges, etc., and the recommended approach to facilitate these needs.
4. Prepare summary report of preliminary engineering evaluation for TAG review and comment.
5. Prepare draft presentation documenting preliminary engineering evaluation findings and recommendations for the subsequent tasks of the study.
6. Prepare for and attend TAG meeting No. 4 to review and discuss presentation outline and recommendations for CSMP study approach.
7. Incorporate comments and update presentation and recommendations for proposed study approach based on feedback from TAG meeting No. 4.
8. Prepare for and attend CC meeting No. 2 to present findings of the preliminary engineering evaluation and provide study approach recommendations for subsequent phases of the CSMP.

Existing Conditions Modeling, Calibration, and Flooding Problem Prioritization

ENGINEER will develop and calibrate modeling tools to known record storm events for use in establishing an existing conditions baseline model for use in evaluating a range of flood events for problem area identification using existing hydraulic models provided by JSA and FEMA.

City of Paducah
Task Order No. 17-01
Page 7
February 7, 2017

1. Determine riverine watershed hydrologic parameters for Cross Creek, Perkins Creek, Crooked Creek, and Island Creek assuming 50-acre minimum subbasin size.
2. Develop urban watershed hydrologic parameters assuming minimum 15-acre subbasin size.
3. Complete initial riverine watershed hydraulic modeling (Cross Creek, Perkins Creek, Crooked Creek, and Island Creek) and make necessary modifications and refinements to FEMA models.
4. Develop urban watershed XP-SWMM model using existing GIS data supplemented by the limited field investigations and supplemental surveys as outlined in this **Scope of Services**.
5. Obtain rim and invert elevations for up to 100 storm structures at locations to be identified as needed and make visual determinations for system connectivity.
6. Obtain surveyed high water marks based on available historical reference information at up to 15 areal flooding locations with photo documentation.
7. Compare and calibrate riverine watershed model to documented high water marks from historical rainfall/flooding events.
8. Compare and calibrate urban watershed model to documented high water marks from historical rainfall/flooding events.
9. Refine OWNER-provided JSA CSS XP-SWMM model for existing conditions analysis.
10. Document existing conditions modeling results with flood mapping showing extents and depths for range of storm events (10-, 25-, 50-, and 100-year events) for riverine watersheds.
11. Document existing conditions modeling results with flood mapping showing extents and depths for range of storm events (10-, 25-, 50-, and 100-year events) for urban watersheds.
12. Evaluate and document impacts of high Ohio River stage conditions on urban area flooding depths and extents.
13. Prepare updated outreach materials including questionnaires, exhibits, and presentation for SWAC and public meetings.
14. Discuss existing conditions findings and implications related to desired storm event level of service for subsequent alternatives development at TAG meeting No. 5.
15. Review and discuss existing conditions findings and storm event level of service considerations for alternatives development at SWAC Meeting No. 3.
16. Attend public meeting No. 2 to present existing conditions modeling results and identify documented flooding locations to solicit feedback on priority areas of concern for subsequent evaluations. The scope of services anticipates identification of ten discrete locations with flooding-related impacts for further analysis.
17. Perform additional modeling revisions to address feedback received from public meeting.

City of Paducah
 Task Order No. 17-01
 Page 8
 February 7, 2017

18. Document findings of existing conditions evaluation and level of service determination and summarize in draft report form.

Flood Mitigation Alternatives Development and Evaluation

ENGINEER will evaluate a range of alternatives for up to ten identified flooding locations to facilitate discussion of desired level of service and inform approach for the subsequent capital improvements planning phase to be authorized upon completion of this preliminary engineering evaluation.

1. Investigate and document in solutions matrix form a range of options to be considered for potential alternatives for OWNER review and concurrence. Options considered may include pipe conveyance upgrades, pumping upgrades, regional detention, flood buyouts, or combinations thereof.
2. Identify strategic locations for approximately 10,000 LF of pilot storm sewer closed-circuit television investigations by OWNER-procured contractor and summarize findings in outline form.
3. Correlate documented basement backups with flood-prone area analysis and identify study areas and potential solutions matrix for subsequent phase of remedial measures investigations.
4. Complete preliminary evaluation and modeling for up to 30 shortlisted alternatives within the ten identified flooding-related impact areas using the target design storm level of service determination from TAG meeting No. 5.
5. Document modeling results and effectiveness of the various alternatives evaluated with flood mapping showing depth and extents of flooding for a range of storm events (10-, 25-, 50-, and 100-year events) by indicating corresponding extents of reductions.
6. Summarize findings and prepare outreach materials for public meeting to facilitate feedback and discussion of results for the preliminary alternatives evaluation.
7. Review potential alternatives matrix to solicit feedback and determine shortlist for each of the ten flooding locations at public meeting No. 3. The shortlist anticipates up to three alternatives per location for subsequent discussion and evaluation of the target storm event level of service.
8. Document and correlate feedback from public meeting No. 3 and develop recommendations to reduce the alternatives identified for each of the ten flooding-related impact areas from three to two alternatives for each area.
9. Review and discuss potential alternatives findings and recommendations in relation to desired storm event level of service at TAG meeting No. 6.
10. Conduct supplemental field investigations to further inform the more detailed evaluation of the two alternatives selected for further evaluation in each of the ten flooding-related impact areas based on input from TAG meeting No. 6.
11. Refine modeling and evaluation of alternatives using the target design storm level of service and document flood reduction benefits and associated considerations for implementation.

Exhibit A
 Schedule of Hourly Rates, Expense Cost, and Billable Equipment
 January 1, 2017

<u>Personnel Category</u>	<u>Hourly Rate</u>
Principal	\$245
Senior Project Engineer	\$227
Project Manager	\$196
Project Engineer V	\$179
Project Engineer IV	\$154
Project Engineer III	\$128
Project Engineer II	\$110
Project Engineer I	\$101
GIS Specialist	\$127
Senior Engineering Technician	\$122
Engineering Technician	\$ 92
Production Assistant	\$ 73
Clerical	\$ 64

<u>Expense Name</u>	<u>Expense Cost</u>
Reimbursed Employee Expense	@ cost
Telephone	@ \$0.50 per minute
Copies	\$0.15 per copy
Accounts Payable	@ cost
Stakes & Lath	\$.40 per piece; 50 pieces per Bundle
Equipment Rental	@ cost based on Rental Rates
Covers & Bindings	@ cost per items used
Other Consultants	@ cost
Postage/UPS	@ cost
Field Expense	@ cost based on Items Used
Computer Expense	\$16.00/hour
Meals Expense	@ cost
Facsimile	\$1.50 per page
Color Copies per Copy	per Copy \$1.00
Wide Format Printing	\$0.35 per square foot/\$2.05 per square foot Mylar
Mileage	@ \$0.53 per mile

<u>Billable Equipment</u>	<u>Billing Rate</u>
Auto Sampler	\$50.00 for first day (\$25 for each additional day)
Concrete Analysis Kit	\$160.00 per month
Confined Space Meter (Gas Detector)	\$50.00 per day; \$200 per week
D.O. Meter & Probe	\$47.00 per day
Deflectometer - Lightweight	\$100.00 per use
Dewpoint Meter	\$40.00 per day
Digital Camera	\$20.00 for first two days, then \$5 each additional day
Discreted Depth Water Sampler	\$25.00 per day
Double Ring Infiltrometer Kit	\$50.00 per day
Dredge Sampler	\$25.00 per day
Dynamic Cone Penetrometer	\$100.00 per day
Electronic Scale	\$25.00 per day
Fall Protection Kit	\$300.00 one time project charge
Field Kit	\$75.00
Filtration Equipment	\$22.00 per day
Flow Poke	\$25.00 per day; \$100 per week
Flow Through Cell	\$10.00 per day
Flowmeters	\$180.00 per week
Gauge Box - Sanitary	\$65.00 per day
Gauge Box - Water	\$65.00 per day
GPS - Texas	
GPS Hand-Held	\$125.00 per day/per recorder (\$78/half day)
GPS w/ Cell Phone	\$300.00 per day (\$185/half day)
Hach Kits (Water Test Kits)	\$25.00 per day
Hand Corer	\$75.00 per day
Hydrant Pressure Recorder	\$75.00 per use
Landfill Gas Meter	\$100.00 per day; \$300 per week
Laser Scanner	\$1,400.00 per day
Microphone/Amplifier	\$100.00 per day
Noise Meter	\$75.00 per day
PA System	\$100.00
Paint Gauge	\$50.00 per month (\$20/week)
Peristaltic Pump	\$40.00 per day
pH, Conductivity, Temperature Meter and Probes	\$20.00 per day
Pump Meter	\$275.00 per week - Lexington
Rain Gauge	\$75.00 per week
Redox Meter and Probe	\$25.00 per day
Robotic Total Station	\$220.00 per day (\$135/half day)
Rotating Laser	\$25.00 per day; or \$300/month
RTS - Texas	\$30.00 per hour
Sanitary Sewer Smoker	\$75.00 per day; \$300 per week
Sediment Corer	\$75.00 per day
Sensidyne Air Sampler	\$10.00 per day
Spectrophotometer	\$60.00 per day
Submersible Pump	\$55.00 per day
Teflon Bailers	\$5.00 per day
Thermo Anemometer	\$25.00 per day
Traffic Counter	\$50.00 per day/per counter (#3 has 4 counters)
Trailer - Closed	\$50.00 per day

Billable Equipment

Trailer - Open
Tripod/Winch
TSK - Total Station Kit
Turbidimeter
Ultrasonic Steel Thickness Gauge
Water Level Indicator (Well Tape)

Billing Rate

\$25.00 per day
\$50.00 per day, \$150 per week
\$130.00 per day (\$85.00 per half day)
\$193.75 per month
\$100.00 per day
\$50.00 per day

Tasks	Standard					B/W					Total				
	Project Mgr.	SW Planner	SW Engineer	Check/Rev	Engineer PE	Engineer EIT	GIS	Technician	Production	Total		Engineer 1	Surveyor	Technician	Production
Investigate and document identified range of alternatives (solutions matrix development) - options considered will include pipe conveyance upgrades, pumping applications, regional detention, flood buyouts, or combinations thereof	8	8	16	74	40	37	74			117	8				24
Identify strategic locations for 10,000 L pilot stormwater CCTV investigations by DWR/E procure subcontractor and determine findings of pipe conditions				4	8					12	8				20
Conduct documented basement backups with flood prone area analysis and identify study areas and potential solutions matrix for subsequent phase of remedial measures, investigations	2	2	2	7	8		8			22	4				4
Finalize evaluation and modeling of selected alternatives (baseline #1) for selected 100+ year storm in the 10 defined flooding areas	4	4	24	60	100	80	40			312	8				74
Document modeling results and effectiveness of various alternatives enhanced if base modeling shows extent and depth of flooding for a range of storm events (10-, 75-, 50-, 100 year events) - show flooding extent and depth reductions	8	8	12	24	80	60	60			230					0
Summarize findings and prepare outreach materials for public meeting to review and discuss findings and results of preliminary alternatives evaluation	2		8	8	16					34					0
PMA3 - Review Potential Alternatives Matrix and Create Shortlist for each of the 10 flooding locations (assume 3 alternatives per location) - discuss and select Targeted Level of Service design storm	16	14	16							46	8				8
Document and complete feedback from PMA3 and develop recommendations to reduce alternatives for each of the 10 flooding areas from 3 to 2 alternatives for each area	8	8	8	8					4	17	8				16
TAG6 - Review and discuss potential alternatives findings and recommendations in relation to design storm event level of service	12	12							4	28	2				6
Conduct supplemental field investigations to inform the more detailed evaluation of the 7 selected alternatives for each of the 10 flooding impact areas based on input from TAG6	2				24					26		8			24
Refine modeling and evaluation of alternatives using the target design storm level of service and document flood reduction benefits and associated considerations for implementation	8	4	8		40	30	20			110	4				16
Prepare preliminary summary of probable cost for each alternative and complete benefit cost analysis for inclusion in a draft solutions matrix for each of the 10 flooding areas	16	6	74		160	80			20	306					36
Review alternatives for DWR/E's consideration and inclusion in proposed stormwater capital improvements plan using DWR/E's preferred CIP evaluation technique	8	4	4	4	24	16				56	8				16
Prepare draft CIP presentation on preliminary engineering evaluation alternative findings for TAG review and comment	8	8	12	16	24	36	40		24	148	8				8
TAG7 - Review and discuss CIP alternatives and outline talking points for presentation to CIP	8	8	8		6	8			8	46	6				6
Finalize presentation to CIP	12	12			12				4	40	2				6
Finalize presentation to CIP	8	8			4	4			4	24	8				8
CIP - Review presentation on preliminary findings and recommendations with DWR/E and discuss by their steps	16	16	140	144	560	376	192	0	72	1700	40	8	0	0	708



Strand Associates, Inc.¹
1525 Bull Lea Road, Suite 100
Lexington, KY 40511
(P) 859-225-9500
(F) 359-225-9501

AGREEMENT FOR TECHNICAL SERVICES

CITY OF PADUCAH AND STRAND ASSOCIATES, INC.[®]

This Agreement is made and entered into this _____ day of _____, 2017, between the City of Paducah, Kentucky, hereinafter referred to as OWNER, located at 300 South 5th Street, Paducah, Kentucky 42003, and Strand Associates, Inc.[®], 1525 Bull Lea Road, Suite 100, Lexington, Kentucky, 40511, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting, and related services (“Services”) in connection with a preliminary engineering evaluation for the Comprehensive Stormwater Master Plan “Project”; AND WHEREAS, ENGINEER desires to render these Services as described in the Scope of Services. NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

Scope of Services

ENGINEER agrees to provide Services for the Project as outlined in this Agreement and as in attached Task Order 17-01. Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER’s engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the attached Task Order No. 17-01.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order upon completion for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for subconsultants (only upon approval of OWNER), travel, meals, printing, postage, copies, computer, and long distance telephone calls will be billed at actual cost plus ten percent. Estimated costs for expenses will be included in the not to exceed compensation amounts established for each task order authorized under this Agreement.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws or other similar taxes on services are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates as shown on the attachment included with each task order that anticipates the Services will be completed as indicated. Should the completion time be extended at no fault of ENGINEER, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made as agreed by both parties.

City of Paducah
Page 2
February 7, 2017

The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services** only upon agreement by OWNER. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes. ENGINEER will not be entitled to any fee adjustments for delays caused by ENGINEER.

Schedule

Services will begin upon execution of this Agreement and attached Task Order No. 17-01 WHEREAS, THEREAFTER, ENGINEER shall perform Services in a proper, efficient and workmanlike manner. This Agreement will terminate on December 31, 2018. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under 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.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all OWNER's available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as flood pump station rated capacity and operating characteristics soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. To the best of OWNER's ability, guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. OWNER agrees to examine all ENGINEER's reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services OWNER agrees that may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

City of Paducah
Page 3
February 7, 2017

8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.

OWNER cannot make any assurances that the insurance carrier for any contractor will agree to add ENGINEER as an additional insured. In the event the insurance carrier does not agree, OWNER's obligations under this provision are relieved.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Payment Requests

ENGINEER's review of Payment Requests from OWNER's contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement and with the Scope of Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly, only upon approval by both parties.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services, only upon approval by both parties.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement, only upon approval by both parties.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses, only upon approval by both parties.

Payment

OWNER will make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. If OWNER disputes any item in ENGINEER's invoice, OWNER will promptly notify ENGINEER for clarification and/or correction. Nonpayment of any undisputed invoice 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

City of Paducah
Page 4
February 7, 2017

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

Use of Documents

OWNER may make and retain copies of all documents, information, reports, plans, findings, data, designs, specifications, or other related documents provided or furnished by ENGINEER to OWNER pursuant to this Agreement (hereafter the "Documents"). ENGINEER grants OWNER an unconditional license to use such Documents on all phases of the Project, extensions of the Project, and for related uses of OWNER, subject to receipt by ENGINEER of full payment for all services relating to preparation of such Documents.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed Services and expenses up to the date of termination, subject, however, to any right of settlement OWNER may have against ENGINEER.

Notwithstanding the above, OWNER has the right to terminate this Agreement for convenience at its sole discretion. In such event, ENGINEER shall be paid for all work performed up to the point written notice of termination for convenience is provided to ENGINEER.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder.

City of Paducah
Page 5
February 7, 2017

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court within the Commonwealth of Kentucky. Parties further agree that the venue for any legal proceedings related to this Agreement shall exclusively be held in McCracken County, Kentucky.

Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

Insurance

ENGINEER will secure and maintain throughout the duration of this Agreement the following minimum insurance coverages:

1. Worker's compensation and employer's liability insurance as required by the Commonwealth of Kentucky.
2. Comprehensive automobile and vehicle liability insurance covering operation of owned, hired, and nonowned motor vehicles in the following amounts:

Bodily Injury	\$ 500,000	per person
	\$1,000,000	per occurrence
Property Damage	\$ 500,000	per occurrence
3. Comprehensive general liability and property damage insurance in the following amounts:

Bodily Injury	\$1,000,000	per occurrence
	\$1,000,000	aggregate
Property Damage	\$ 500,000	per occurrence
	\$ 500,000	aggregate
4. Professional liability coverage \$2,000,000 annual aggregate

All insurance policies shall be issued by companies authorized to do business in the Commonwealth of Kentucky.

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.

City of Paducah
Page 6
February 7, 2017

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 provision of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations 60-1.4(a-f), 60-300.5(a-e), 60-741(a-e).

Service Elements Not Included

The following services are not included in this Agreement. If such services are required by the OWNER, the ENGINEER will provide Services as noted. If necessary, additional Service Elements Not Included in the executed Task Order may be identified in a subsequently issued task order.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction. (Should have a backup?)
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
4. Bidding- and Construction-Related Services: Bidding- and construction-related services for the Task Order-specified project will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will require an amendment to this Agreement or a separate agreement with OWNER.
6. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
7. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights will be provided through a separate agreement with OWNER.
8. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.

City of Paducah
Page 7
February 7, 2017

- 9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
- 10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction is not included in the scope of this Agreement. Service of this type by ENGINEER will be provided through an amendment to this Agreement.
- 11. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the Task Order-specified project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
- 12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
- 13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF PADUCAH


Matthew S. Richards
Corporate Secretary

Date

Brandi Harless

Mayor

Date



Strand Associates, Inc.[®]
1525 Bul. Lea Road, Suite 100
Lexington, KY 40511
(P) 859-225-8500
(F) 859-225-8501

Task Order No. 17-01
City of Paducah, Kentucky (OWNER)
and Strand Associates, Inc.[®] (ENGINEER)
Pursuant to Technical Services Agreement dated _____, 2017

Project Information

Services Name: Comprehensive Stormwater Master Plan (CSMP)

Services Description: Preliminary Engineering Evaluation for the CSMP.

Scope of Services

ENGINEER will provide the following services to OWNER.

Project Administration and Communication

ENGINEER will assist OWNER with project administration, including efforts to help facilitate engagement of the public and stakeholder groups to solicit feedback to support development of the CSMP.

1. Provide project management and overview of activities required for CSMP preliminary engineering evaluation.
2. Assist OWNER in developing implementation approach for stakeholder participation and community engagement efforts.
3. Prepare and distribute meeting minutes to document findings and feedback from committee meetings and stakeholder discussions.
4. Provide periodic updates to OWNER via e-mail and teleconferences and respond to questions.
5. Conduct up to four project team meetings with OWNER to discuss project progress.

Community Background Review and Assessment

ENGINEER will conduct a background review of reports and documents provided by OWNER to facilitate understanding of community goals and objectives that will assist in shaping the approach to the various investigations and studies to be completed in support of the CSMP.

1. Prepare for and attend Technical Advisory Group (TAG) meeting No. 1 to review and discuss preliminary engineering evaluation approach and prepare meeting minutes to summarize feedback.
2. Develop request for information to OWNER necessary to support CSMP master planning efforts.
3. Review OWNER and McCracken County (County) subdivision regulations and document areas of concern for additional follow-up discussions.

City of Paducah
Task Order No. 17-01
Page 2
February 7, 2017

4. Review OWNER and County zoning ordinances to **outline** requirements related to stormwater and floodplain management.
5. Review OWNER and County comprehensive plan to **understand** community growth goals.
6. Review renaissance area master plan and document **goals** and objectives for redevelopment in the riverfront areas.
7. Review previous stormwater master plan(s) to establish **foundation** for prior community planning initiatives.
8. Review and document historic flood data and **associated** flood damage surveys.
9. Document current and future planned capital **improvement** projects for correlation with study approach and recommendations.
10. Compile synopsis of community background review **and** assessment in draft report form.

Organize Existing Geographic Information System (GIS) Mapping and Datasets

ENGINEER will develop a working database and mapping **template** to support the various needs of the study and corresponding community outreach efforts using GIS data provided by OWNER and the City of Paducah and McCracken County Joint Sewer Agency (JSA).

1. Assemble GIS shapefiles provided by OWNER and JSA to create a working database to support CSMP master planning activities.
2. Delineate up to eight major drainage basins and 12 **pump** station service areas and develop a summary of watershed characteristics.
3. Integrate current LiDAR mapping overlay and develop digital terrain model to facilitate extraction of watershed attribute information.
4. Generate watershed-based mapping to support planning activities.
5. Integrate shapefiles of separate storm sewer system **and** review attributes of system components and extents of coverage.
6. Integrate shapefiles of combined sewer system and review attributes of system components and extents of coverage.
7. Compile statistical analysis of separate and combined system components.
8. Evaluate and document GIS data gaps and outline **additional** GIS/data collection needs for subsequent planning activities.
9. Summarize findings of item Nos. 1 through 8 in draft report form.

City of Paducah
Task Order No. 17-01
Page 3
February 7, 2017

Analysis of Local Flood Protection Project Components

ENGINEER will conduct a review and analysis of information provided by OWNER for its existing flood pumping stations and levee/floodwall system to document their existing operational characteristics and determine any subsequent investigations needs for the CSMP.

1. Review and document relevant facets of the existing flood pump station operations plan in support of the analysis for the CSMP.
2. Develop summary of performance criteria for OWNER's 12 existing flood pumping stations.
3. Review available documentation from the most current flood pump station condition assessments and summarize findings.
4. Review current status of United States Army Corps of Engineers Local Flood Protection project and summarize findings, including documentation of remaining upgrade improvements and implementation schedules.
5. Review existing data and information for levee/floodwall system and confirm the extents associated with each flood pump station service area.
6. Analyze and compile existing information for use in developing approach for subsequent modeling efforts.
7. Summarize findings of item Nos. 1 through 6 in draft report form.

Analysis of Stormwater Asset Management System Database

ENGINEER will review and evaluate stormwater-related GIS datasets provided by OWNER and JSA for the separate storm sewer system and combined sewer system.

1. Review and evaluate characteristics of inventoried GIS datasets and attributes provided by OWNER and JSA.
2. Obtain and evaluate existing archived drawings and associated information for stormwater system components located in identified supplemental survey areas.
3. Correlate existing GIS data with archived drawings for separate storm sewer system supplemental survey areas.
4. Correlate existing GIS information with archived drawings for combined sewer system supplemental survey areas.
5. Discuss future asset management program needs with OWNER and document objectives to inform protocol for subsequent field inventories and data collection efforts.
6. Develop field investigation procedures for supplemental data acquisition for the separate and combined sewer systems.

City of Paducah
 Task Order No. 17-01
 Page 4
 February 7, 2017

7. Complete and document full hydraulic structure surveys with structure dimensions and photographs for up to three identified detention basin outlet control structures located in riverine areas.
8. Complete and document full hydraulic structure surveys for up to 6,650 linear feet (LF) of culvert pipes identified in riverine areas.
9. Obtain rim and invert elevations, and pipe diameters for up to 19,200 LF of separate and combined sewer identified in urban areas.
10. Review findings and develop outline approach to address additional data needs for subsequent master planning efforts.
11. Summarize findings of item Nos. 1 through 11 in draft report form.

Evaluate Existing Stormwater Modeling Tools

ENGINEER will review and evaluate existing hydraulic models for the closed pipe network combined sewer system and the Federal Emergency Management Agency (FEMA)-mapped open channel network to determine their sufficiency and adequacy for the CSMP and any additional requirements necessary to facilitate FEMA's use to support modeling for this purpose.

1. Review and evaluate existing JSA combined sewer system (CSS) XPSWMM model structure to determine adequacy for use in future stormwater modeling efforts.
2. Perform test model trial runs to calibrate with existing JSA model outputs to confirm consistency between software platforms.
3. Review existing JSA flow metering and rain gauge data and document locations.
4. Review existing JSA model calibration methodology(s) and evaluate adjustments needed to integrate comprehensive flood routing techniques.
5. Evaluate existing JSA model compatibility with XPSWMM 2D model platform and evaluate requirements to incorporate 2D output capability.
6. Review existing FEMA Hydrologic Engineering Centers River Analysis System (HEC-RAS) models for most recent community map update in riverine portions of mapped floodplain areas. These riverine areas include Cross Creek, Crooked Creek, Island Creek, and Perkins Creek.
7. Perform HEC-RAS test model trial runs to calibrate with existing FEMA model outputs to confirm consistency between software platforms.
8. Review and document existing hydrologic input criteria and evaluate adequacy for anticipated CSMP modeling evaluations and future capital improvements planning.
9. Develop field investigation procedures for supplemental bridge surveys.
10. Conduct hydraulic structure surveys for up to 25 bridges and culverts identified in riverine system areas.

City of Paducah
Task Order No. 17-01
Page 5
February 7, 2017

11. Correlate findings from bridge and/or culvert structure surveys with information from available record drawings and hydraulic model inputs supporting mapped FEMA products.
12. Compile and summarize findings of item Nos. 1 through 11 in draft report form.

Policy Review and CSMP Goal Setting

ENGINEER will assist OWNER in facilitating discussions with community stakeholders on various policy considerations and decisions necessary to support refinement of goals and objectives for the CSMP.

1. Meet with OWNER planning staff to review regulations and policies and discuss potential needs to support planning activities and implementation of the CSMP.
2. Meet with JSA to review current regulations and policies applied in the combined sewer system service area and discuss planning considerations for future infill and redevelopment.
3. Meet with County representatives to discuss interrelated planning considerations and identify areas of needs and concerns.
4. Assemble presentation materials for Stormwater Advisory Committee (SWAC) meeting No. 1 and City Commission (CC) meeting No. 1.
5. Attend SWAC meeting No. 1 to provide an overview of preliminary engineering evaluation and solicit feedback on individual stakeholder concerns and broad based community concerns.
6. Attend CC meeting No. 1 to present an overview of CSMP planning process and solicit feedback on community goals and objectives.
7. Prepare for and attend TAG meeting No. 2 to review feedback from SWAC Meeting No. 1 and CC Meeting No. 1 and to discuss alternative strategy considerations for study approach.
8. Document important policy considerations and summarize findings of item Nos. 1 through 7 in draft report form.

Study Area Inventory and Analysis

ENGINEER will conduct outreach efforts with community stakeholders and the public at large to increase understanding of community flooding related issues and communicate planning strategies and approaches for the CSMP.

1. Evaluate and synthesize information and feedback from community background review and outline key strategies and policy considerations for master planning approach.
2. Develop baseline modeling protocols and establish proposed limits for detailed studies.
3. Prepare watershed mapping, outreach materials, and citizen questionnaire to support community engagement activities and public meeting No. 1.

City of Paducah
Task Order No. 17-01
Page 6
February 7, 2017

4. Attend public meeting No. 1 and facilitate citizen input session in open house format at City Hall to obtain general feedback on community stormwater-related concerns with up to four project team representatives (meeting notification shall be responsibility of OWNER).
5. Document community feedback and summarize findings from citizen questionnaire responses.
6. Review and discuss consensus needs for key planning strategies and policy decisions at TAG meeting No. 3.
7. Assemble presentation materials for SWAC Meeting No. 2.
8. Attend SWAC Meeting No. 2 to review and discuss community feedback from public meeting No. 1 and key strategies and policy decisions for subsequent planning efforts.
9. Refine and update key policy decisions, planning considerations, and study approaches.

Work Plan Refinement

ENGINEER will document findings of the preliminary engineering evaluation, including preparation/refinement of the approach for the remaining studies and investigations required to complete the CSMP.

1. Update and refine the outline work plan approach for remaining portions of this phase of the CSMP with anticipated deliverables, including formal protocols to be applied for data acquisition and other special planning considerations such as design storm level of service and coincident riverine flood condition, and possibly others.
2. Prepare draft CSMP project schedule with key milestones.
3. Detail requirements for supplemental support services such as closed circuit television, flow monitoring, rain gauges, etc., and the recommended approach to facilitate these needs.
4. Prepare summary report of preliminary engineering evaluation for TAG review and comment.
5. Prepare draft presentation documenting preliminary engineering evaluation findings and recommendations for the subsequent tasks of the study.
6. Prepare for and attend TAG meeting No. 4 to review and discuss presentation outline and recommendations for CSMP study approach.
7. Incorporate comments and update presentation and recommendations for proposed study approach based on feedback from TAG meeting No. 4.
8. Prepare for and attend CC meeting No. 2 to present findings of the preliminary engineering evaluation and provide study approach recommendations for subsequent phases of the CSMP.

Existing Conditions Modeling, Calibration, and Flooding Problem Prioritization

ENGINEER will develop and calibrate modeling tools to known record storm events for use in establishing an existing conditions baseline model for use in evaluating a range of flood events for problem area identification using existing hydraulic models provided by JSA and FEMA.

City of Paducah
Task Order No. 17-01
Page 7
February 7, 2017

1. Determine riverine watershed hydrologic parameters for Cross Creek, Perkins Creek, Crooked Creek, and Island Creek assuming 50-acre minimum subbasin size.
2. Develop urban watershed hydrologic parameters assuming minimum 15-acre subbasin size.
3. Complete initial riverine watershed hydraulic modeling (Cross Creek, Perkins Creek, Crooked Creek, and Island Creek) and make necessary modifications and refinements to FEMA models.
4. Develop urban watershed XP-SWMM model using existing GIS data supplemented by the limited field investigations and supplemental surveys as outlined in this **Scope of Services**.
5. Obtain rim and invert elevations for up to 100 storm structures at locations to be identified as needed and make visual determinations for system connectivity.
6. Obtain surveyed high water marks based on available historical reference information at up to 15 areal flooding locations with photo documentation.
7. Compare and calibrate riverine watershed model to documented high water marks from historical rainfall/flooding events.
8. Compare and calibrate urban watershed model to documented high water marks from historical rainfall/flooding events.
9. Refine OWNER-provided JSA CSS XP-SWMM model for existing conditions analysis.
10. Document existing conditions modeling results with flood mapping showing extents and depths for range of storm events (10-, 25-, 50-, and 100-year events) for riverine watersheds.
11. Document existing conditions modeling results with flood mapping showing extents and depths for range of storm events (10-, 25-, 50-, and 100-year events) for urban watersheds.
12. Evaluate and document impacts of high Ohio River stage conditions on urban area flooding depths and extents.
13. Prepare updated outreach materials including questionnaires, exhibits, and presentation for SWAC and public meetings.
14. Discuss existing conditions findings and implications related to desired storm event level of service for subsequent alternatives development at TAG meeting No. 5.
15. Review and discuss existing conditions findings and storm event level of service considerations for alternatives development at SWAC Meeting No. 3.
16. Attend public meeting No. 2 to present existing conditions modeling results and identify documented flooding locations to solicit feedback on priority areas of concern for subsequent evaluations. The scope of services anticipates identification of ten discrete locations with flooding-related impacts for further analysis.
17. Perform additional modeling revisions to address feedback received from public meeting.

City of Paducah
 Task Order No. 17-01
 Page 8
 February 7, 2017

18. Document findings of existing conditions evaluation and level of service determination and summarize in draft report form.

Flood Mitigation Alternatives Development and Evaluation

ENGINEER will evaluate a range of alternatives for up to ten identified flooding locations to facilitate discussion of desired level of service and inform approach for the subsequent capital improvements planning phase to be authorized upon completion of this preliminary engineering evaluation.

1. Investigate and document in solutions matrix form a range of options to be considered for potential alternatives for OWNER review and concurrence. Options considered may include pipe conveyance upgrades, pumping upgrades, regional detention, flood buyouts, or combinations thereof.
2. Identify strategic locations for approximately 10,000 LF of pilot storm sewer closed-circuit television investigations by OWNER-procured contractor and summarize findings in outline form.
3. Correlate documented basement backups with flood-prone area analysis and identify study areas and potential solutions matrix for subsequent phase of remedial measures investigations.
4. Complete preliminary evaluation and modeling for up to 30 shortlisted alternatives within the ten identified flooding-related impact areas using the target design storm level of service determination from TAG meeting No. 5.
5. Document modeling results and effectiveness of the various alternatives evaluated with flood mapping showing depth and extents of flooding for a range of storm events (10-, 25-, 50-, and 100-year events) by indicating corresponding extents of reductions.
6. Summarize findings and prepare outreach materials for public meeting to facilitate feedback and discussion of results for the preliminary alternatives evaluation.
7. Review potential alternatives matrix to solicit feedback and determine shortlist for each of the ten flooding locations at public meeting No. 3. The shortlist anticipates up to three alternatives per location for subsequent discussion and evaluation of the target storm event level of service.
8. Document and correlate feedback from public meeting No. 3 and develop recommendations to reduce the alternatives identified for each of the ten flooding-related impact areas from three to two alternatives for each area.
9. Review and discuss potential alternatives findings and recommendations in relation to desired storm event level of service at TAG meeting No. 6.
10. Conduct supplemental field investigations to further inform the more detailed evaluation of the two alternatives selected for further evaluation in each of the ten flooding-related impact areas based on input from TAG meeting No. 6.
11. Refine modeling and evaluation of alternatives using the target design storm level of service and document flood reduction benefits and associated considerations for implementation.

City of Paducah
Task Order No. 17-01
Page 9
February 7, 2017

- 12. Prepare preliminary opinions of probable cost for each alternative and complete a benefit-cost analysis for inclusion in a draft solutions matrix for each of the ten identified flooding-related impact areas.
- 13. Rank alternatives for OWNER’s consideration and inclusion in a proposed Stormwater capital improvement plan (CIP) using OWNER’s preferred project evaluation technique.
- 14. Prepare summary of findings for CIP in draft report form for TAG review and comment.
- 15. Prepare draft CC presentation on preliminary engineering evaluation alternative findings for TAG review and comment.
- 16. Review and discuss ranked CIP alternatives at TAG meeting No. 7 and outline talking points for presentation to CC.
- 17. Incorporate TAG meeting comments and finalize discussion outline and presentation for CC meeting.
- 18. Make presentation at CC meeting No. 3 on preliminary engineering findings and CIP recommendations including interactive discussion on desired next steps.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses in an amount not to exceed \$790,000 in accordance with the hourly rate schedule in attached Exhibit A. The hourly rate schedule shall remain in effect throughout the duration of this task order.

The anticipated labor hours for the task order are attached in Exhibit B.

Schedule

Services will begin upon execution of the AGREEMENT and this Task Order, and are scheduled for completion on or within 12 months.

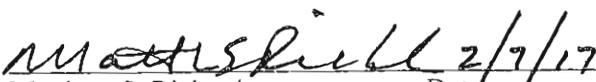
TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF PADUCAH


 Matthew S. Richards
 Corporate Secretary

Date

 Brandi Harless
 Mayor

Date

Exhibit A
 Schedule of Hourly Rates, Expense Cost, and Billable Equipment
 January 1, 2017

<u>Personnel Category</u>	<u>Hourly Rate</u>
Principal	\$245
Senior Project Engineer	\$227
Project Manager	\$196
Project Engineer V	\$179
Project Engineer IV	\$154
Project Engineer III	\$128
Project Engineer II	\$110
Project Engineer I	\$101
GIS Specialist	\$127
Senior Engineering Technician	\$122
Engineering Technician	\$ 92
Production Assistant	\$ 73
Clerical	\$ 64

<u>Expense Name</u>	<u>Expense Cost</u>
Reimbursed Employee Expense	@ cost
Telephone	@ \$0.50 per minute
Copies	\$0.15 per copy
Accounts Payable	@ cost
Stakes & Lath	\$.40 per piece; 50 pieces per Bundle
Equipment Rental	@ cost based on Rental Rates
Covers & Bindings	@ cost per items used
Other Consultants	@ cost
Postage/UPS	@ cost
Field Expense	@ cost based on Items Used
Computer Expense	\$16.00/hour
Meals Expense	@ cost
Facsimile	\$1.50 per page
Color Copies per Copy	per Copy \$1.00
Wide Format Printing	\$0.35 per square foot/\$2.05 per square foot Mylar
Mileage	@ \$0.53 per mile

<u>Billable Equipment</u>	<u>Billing Rate</u>
Auto Sampler	\$50.00 for first day (\$25 for each additional day)
Concrete Analysis Kit	\$160.00 per month
Confined Space Meter (Gas Detector)	\$50.00 per day; \$200 per week
D.O. Meter & Probe	\$47.00 per day
Deflectometer - Lightweight	\$100.00 per use
Dewpoint Meter	\$40.00 per day
Digital Camera	\$20.00 for first two days, then \$5 each additional day
Discreted Depth Water Sampler	\$25.00 per day
Double Ring Infiltrometer Kit	\$50.00 per day
Dredge Sampler	\$25.00 per day
Dynamic Cone Penetrometer	\$100.00 per day
Electronic Scale	\$25.00 per day
Fall Protection Kit	\$300.00 one time project charge
Field Kit	\$75.00
Filtration Equipment	\$22.00 per day
Flow Poke	\$25.00 per day; \$100 per week
Flow Through Cell	\$10.00 per day
Flowmeters	\$180.00 per week
Gauge Box - Sanitary	\$65.00 per day
Gauge Box - Water	\$65.00 per day
GPS - Texas	
GPS Hand-Held	\$125.00 per day/per recorder (\$78/half day)
GPS w/ Cell Phone	\$300.00 per day (\$185/half day)
Hach Kits (Water Test Kits)	\$25.00 per day
Hand Corer	\$75.00 per day
Hydrant Pressure Recorder	\$75.00 per use
Landfill Gas Meter	\$100.00 per day; \$300 per week
Laser Scanner	\$1,400.00 per day
Microphone/Amplifier	\$100.00 per day
Noise Meter	\$75.00 per day
PA System	\$100.00
Paint Gauge	\$50.00 per month (\$20/week)
Peristaltic Pump	\$40.00 per day
pH, Conductivity, Temperature Meter and Probes	\$20.00 per day
Pump Meter	\$275.00 per week - Lexington
Rain Gauge	\$75.00 per week
Redox Meter and Probe	\$25.00 per day
Robotic Total Station	\$220.00 per day (\$135/half day)
Rotating Laser	\$25.00 per day; or \$300/month
RTS - Texas	\$30.00 per hour
Sanitary Sewer Smoker	\$75.00 per day; \$300 per week
Sediment Corer	\$75.00 per day
Sensidyne Air Sampler	\$10.00 per day
Spectrophotometer	\$60.00 per day
Submersible Pump	\$55.00 per day
Teflon Bailers	\$5.00 per day
Thermo Anemometer	\$25.00 per day
Traffic Counter	\$50.00 per day/per counter (#3 has 4 counters)
Trailer - Closed	\$50.00 per day

Billable Equipment

Trailer - Open
Tripod/Winch
TSK - Total Station Kit
Turbidimeter
Ultrasonic Steel Thickness Gauge
Water Level Indicator (Well Tape)

Billing Rate

\$25.00 per day
\$50.00 per day; \$150 per week
\$130.00 per day (\$85.00 per half day)
\$193.75 per month
\$100.00 per day
\$50.00 per day

Tasks	Stand					Total	BFW					Total			
	Project Mgr.	SW Planner	SW Engineer	Modeling/QC Engineer	PE		Engineer EIT	GIS	Technician	Production	Engineer 1		Engineer 2	Surveyor	Survey Crew
Investigate and document identified range of alternatives (options matrix development) - options considered will include pipe conveyance upgrades, pumping upgrades, regional detention, flood buyouts, or combinations thereof	6	8	16	74	60	17	74				16				74
Identify strategic locations for 10,000 CF plain stormwater CCTV investigations by OWSNE personnel subcontractor and summarize findings of pipe conditions				4	8						17				20
Correlate documented basement backups with flood prone area analysis and identify study areas and potential solutions matrix for subsequent phase of conceptual measures investigations	2	2	2	2	8		8				4				4
Preliminary evaluation and modeling of shortlisted alternatives (assume 30) for targeted US-26 storm in the 10 remaining flooding areas	4	4	24	60	100	80	60				16				74
Document modeling results and effectiveness of various alternatives evaluated (flood mapping showing extent and depth of flooding for a range of storm events (10-, 25-, 50-, 100-year events) - show flooding extent and depth restrictions)	6	6	12	24	60	60	60				250				0
Summarize findings and prepare out reach materials for public meeting to review and discuss findings and results of preliminary alternatives evaluation	7		8	8	16						34				0
PM82 - Review Potential Alternatives Matrix and Create Shortlist for each of the 10 flooding locations (assume 3 alternatives per location) - discuss and select top rated base of service design storm	16	16	16								46				8
Document and correlate feedback from staff and develop recommendations to reduce alternatives for each of the 10 flooding areas from 3 to 2 alternatives for each area	8	8	8	8	8						32				16
Table - Review and discuss potential alternatives findings and recommendations in relation to detailed base of service level of service	17	17									4				8
Conduct supplemental field investigations to attain the more detailed evaluation of the 2 selected alternatives for each of the 10 flooding impact areas based on input from staffs	7				24						26				74
Perform modeling and evaluation of alternatives using the final design storm level of service and document flood reduction benefits and associated considerations for implementation	8	8	8		60	60	70				177				16
Prepare preliminary estimate of probable cost for each alternative and complete benefit cost analysis for inclusion in a draft solutions matrix for each of the 10 flooding areas	16	8	24		160	80					306				16
Meet alternatives for OWSNE's consideration and inclusion in proposed stormwater capital improvements plan using DRAIN 4.2 prior to EIP evaluation meeting	4	4	4	4	24	16	40				20				16
Prepare draft EIP presentation on preliminary engineering, evaluation alternative findings for JAC review and comment	8	8	12	16	24	16					44				16
Reconfirm findings for JAC review and comment	8	8	8	8	8	8					46				6
Finalize the EIP presentation for JAC review and comment	17	17			17						40				6
City Commission meeting	4	4			4						24				4
Make presentation on preliminary findings and recommendations including interactive discussion on work steps	16	16	140	146	562	176	107	0	72	1700	50	8	0	0	6
Sub Total	144	116	140	146	562	176	107	0	72	1700	50	8	0	0	208