



CITY COMMISSION MEETING
AGENDA FOR MAY 8, 2018
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

SWEARING IN- Human Rights Commission New Appointees

PROCLAMATION: Beaux Tie Day – B. FORD

National Gun Violence Awareness Day- Ashley Valentine-Hall

AWARD: Dogwood Trail – J. SMITH

Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.

	I.	<u>CONSENT AGENDA:</u>
		A. <u>MINUTES</u>
		B. <u>MOTION(S)</u>
		1. R & F Documents
		C. <u>MUNICIPAL ORDER(S)</u>
		1. Personnel Actions – M. RUSSELL
		2. Grant Application to Firehouse Subs for Fire Prevention Material for Fire Department – S. KYLE
		3. Declaration & Sale of Surplus Property – 1320 Oscar Cross – T. TRACY
		4. Accept Bid for Roof Replacement Civic Center and Probation & Parole Buildings – R. MURPHY

	II.	<u>MUNICIPAL ORDER(S)</u>
		A. City's Strategic Plan -- MAYOR HARLESS
	III.	<u>ORDINANCE(S) – INTRODUCTION</u>
		A. Remove Positions from Civil Service Ordinance – M. RUSSELL
		B. Pump Station #2 HDR Amended Agreement - R. MURPHY
		C. 2018 – 2019 Asphalt Program Award – R. MURPHY
	IV.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>

APRIL 24, 2018

At a Regular Meeting of the Board of Commissioners, held on Tuesday, April 24, 2018, 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 Public Information Officer, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

INVOCATION

Commissioner Holland gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

PRESENTATION(S)

OPIOID EPIDEMIC

The Paducah Board of Commissioners heard the fourth presentation in a series of presentations regarding the opioid crisis. Paducah Lifeline Ministries Executive Director Terry Peeler outlined the mission of Paducah Lifeline Ministries and its sister agency, Ladies Living Free. Paducah Lifeline Ministries is a Christ-centered solution for those battling drug and alcohol addiction. It is a residential and non-residential community-based recovery program for women and men. Peeler says Paducah Lifeline Ministries has a 62 percent success rate with folks completing the nine month program staying sober or drug free for a year or more. Ashley Miller also addressed the Board and told her personal story. She explained how Paducah Lifeline Ministries changed her life and assisted her in overcoming drug addiction.

ENERGY EFFICIENCY & SAVINGS THROUGH PERFORMANCE CONTRACTING

Greg Copley representing the University of Kentucky's Center for Applied Energy Research explained how the Center provides partnerships with local governments and industries by assisting them in developing energy projects that would provide efficiencies and utility cost savings. There is no charge for this public-private partnership. Copley says the average electric rate has been steadily increasing across Kentucky over the past 15 years or so. Copley suggests using Energy Savings Performance Contracting (ESPC) as a means to finance building improvements and the increasing cost of utilities. ESPC is defined as *the use of guaranteed savings from the maintenance and operations budget (utilities) as capital to make needed upgrades and modernizations to your building environmental systems, financed over a specified period of time*. Copley says KRS 45A.370 and several following KRS sections address the use of ERPC by local governments and the competitive bidding process. UK's Center for Applied Energy Research can assist cities in the process through the preparation, evaluation, and negotiation regarding the request for proposals and the selection of an energy contractor. Copley says the Center has assisted several other communities including McCracken County.

(The above summaries for the presentations are an excerpt from the City Commission Highlights prepared by Pam Spencer, Public Information Officer.)

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. No one asked for any items to be removed. The Mayor asked the Public Information Officer to read the remaining items on the Consent Agenda.

I(A)	Minutes for the April 10, 2018 and April 17, 2018 City Commission Meetings
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APRIL 24, 2018

I(B)1	Appointment of Eri Gjergji to the Board of Ethics to replace Marlene Anderson whose term has expired. This term will expire February 10, 2020.
I(B)2	Appointment of Eve Silverstein & Dann Patterson to the Human Rights Commission to fill the unexpired terms of Andrew Wiggins and Sam Bussey who have resigned. These terms will expire February 14, 2020 and August 22, 2020, respectively.
I(C)1	<p><u>Receive & File Documents</u></p> <p><u>Minute File:</u></p> <ol style="list-style-type: none">1. Notice of Called Meeting for the Board of Commissioners of the City of Paducah for April 17, 20182. Certificates of Liability Insurance:<ol style="list-style-type: none">a. Burnett Custom Homesb. Hall Boys, Inc. <p><u>Contract File:</u></p> <ol style="list-style-type: none">3. Agreement with Tyler Technologies for Computer Assisted Dispatch (CAD) Purchase & Installation for E-911 (ORD # 2018-4-8524)4. Agreement with Equature, Inc. for Logging Records Purchase and Installation for E-911 (ORD # 2018-4-8525)5. Agreement with Xybix for Dispatch Console Furniture for E-911 (ORD # 2018-4-8526)
I(D)1	Personnel Actions
I(D)2	A MUNICIPAL ORDER AMENDING SECTION (C), INFORMATION TECHNOLOGY, OF THE FY2017-2018 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY TO ABOLISH THE NETWORK TECHNICIAN POSITION AND CREATE THE POSITION OF I.T. SPECIALIST I (M.O.#2089; BK 10)
I(D)3	A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2017-2018 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (M.O.#2090; BK 10)
I(D) 4	A MUNICIPAL ORDER OF THE CITY OF PADUCAH AUTHORIZING THE MAYOR TO EXECUTE A LEGAL SERVICES AGREEMENT WITH BRYANT LAW CENTER P.S.C. AND FRIEDMAN, DAZZIO, ZULANAS & BOWLING, P.C. ("ATTORNEYS") FOR LEGAL REPRESENTATION IN THE PURSUIT OF DAMAGES INCURRED AS A RESULT OF THE ILLEGAL SALE, DISTRIBUTION AND MARKETING OF OPIOIDS AND OPIOID DERIVATIVE DRUGS IN THE CITY OF PADUCAH ((M.O.2091; BK 10)
I(D)5	A MUNICIPAL ORDER ADOPTING "CITY OF PADUCAH, KENTUCKY, ADMINISTRATIVE PLAN FOR 2018 HOUSING CHOICE VOUCHER PROGRAM, EFFECTIVE MAY 1, 2018" WITH SAID ADMINISTRATIVE PLAN INCLUDING

APRIL 24, 2018

	REVISIONS TO THE UTILITY ALLOWANCES FOR THE SECTION 8 HOUSING PROGRAM AS REQUIRED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS REVISED (M.O.#2092; BK 10)
I(D)6	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FOR FUNDS IN THE AMOUNT OF \$10,000, FOR STRUCTURAL FIREFIGHTING GEAR, BOOTS AND GLOVES FOR THE PADUCAH FIRE DEPARTMENT AND TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS TO FACILITATE AND ADMINISTER THE PROJECT AND TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT. THIS MUNICIPAL ORDER ALSO ESTABLISHES PROCUREMENT POLICY FOR ANY KOHS APPROVED PROJECT FOR THE FY2018 APPLICATION CYCLE (M.O.#2093; BK 10)
I(D)7	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FOR FUNDS IN THE AMOUNT OF \$105,000, FOR BOMB SUITS FOR THE PADUCAH POLICE DEPARTMENT BOMB SQUAD AND TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS TO FACILITATE AND ADMINISTER THE PROJECT AND TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT. THIS MUNICIPAL ORDER ALSO ESTABLISHES PROCUREMENT POLICY FOR ANY KOHS APPROVED PROJECT FOR THE FY2018 APPLICATION CYCLE (M.O.2094; BK 10)

Mayor Harless offered motion, seconded by Commissioner Rhodes, that the items on the consent agenda be adopted as presented.

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

ORDINANCE(S) – ADOPTION

TERMINATION OF EASEMENT WITH FOUR RIVERS BEHAVIORAL HEALTH

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION OF EASEMENT WITH WESTERN KENTUCKY REGIONAL MENTAL HEALTH AND MENTAL RETARDATION ADVISORY BOARD, INC. DBA FOUR RIVERS BEHAVIORAL HEALTH FOR A PARKING LOT AREA LOCATED ON THE SOUTHSIDE OF JEFFERSON STREET BETWEEN NORTH FOURTH AND NORTH FIFTH STREETS.” This Ordinance is summarized as follows: The City of Paducah does hereby authorize the Mayor to execute a Termination of Easement with Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc., DBA Four Rivers Behavioral Health, for a parking lot area located on the southside of Jefferson Street between North Fourth and North Fifth Streets.

APRIL 24, 2018

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD.#2018-4-8526; BK 35)

APPROVE AMENDMENT TO PROFESSIONAL CONSULTING AGREEMENT FOR COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM IMPLEMENTATION OVERSIGHT SUPPORT

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners of the City of Paducah adopt an Ordinance entitled "AN ORDINANCE AUTHORIZING AND APPROVING FIVE (5) AMENDMENT AGREEMENTS WHICH SUPPLEMENT THE PROFESSIONAL CONSULTING AGREEMENT THAT WAS MADE WITH FEDERAL ENGINEERING, INC." This Ordinance is summarized as follows: This Ordinance approves five (5) amendment agreements which supplement the Professional Consulting Agreement that was executed between the City and Federal Engineering, Inc. on August 18, 2016, all of which relate to the planning, design and implementation of the City's upgraded 911 system.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).(ORD#2018-4-8528; BK35)

PAT & JIM BROCKENBOROUGH ROTARY HEALTH PARK PHASE I - CHANGE ORDER

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1, CHANGE ORDER NO. 2, CHANGE ORDER NO. 3 AND CHANGE ORDER NO. 4 FOR THE PAT & JIM BROCKENBOROUGH ROTARY HEALTH PARK PROJECT PHASE I." This Ordinance is summarized as follows: The Mayor is hereby authorized to execute Change Order No. 1, 2 & 4 in the combined amount of \$560.93 with Wilkins Construction, Inc. for additional items that are in excess of the original contract for the Pat & Jim Brockenborough Rotary Health Park Project – Phase I, which will change the total contract amount to \$619,730.29. Further, the Mayor is hereby authorized to execute Change Order No. 3 which increases the contract time of completion by 52 days.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD.#2018-4-8529; BK 35)

DISCUSSION

CITY STRATEGIC PLAN

Mayor Brandi Harless introduced to the Board a draft strategic plan for the City of Paducah that includes updated vision, mission, and values statements. The proposed vision statement is as follows: Paducah is a city where people strive to reach their full potential through lifelong learning, creativity, culture, and compassion for one another. She also provided an overview of eight key performance areas. The key performance areas are:

- Maintain high level of safety for all
- Develop healthy and sustainable neighborhoods
- Maintain thoughtful and modern infrastructure
- Provide open, smart, and engaged government
- Enhance arts, culture, and tourism
- Empower upward economic mobility for all
- Provide excellent recreation experiences for all ages and abilities
- Celebrate a diverse community.

APRIL 24, 2018

Numerous draft objectives are listed under each key performance area. The discussion on the strategic plan will continue at an upcoming Commission meeting.

COMMENTS

COMMENTS FROM THE CITY MANAGER

Proposed budget workshop dates will be offered to the Commission soon.

COMMISSIONER COMMENTS

Discussed dates of May 9, 21, and 22 for executive session for city manager personnel discussion.

PUBLIC COMMENTS

- Donald McNeil, requested a copy of the 1994 grant agreement for maintenance for the Martin Luther King Memorial and the list of all private properties which are being maintained by the city.
- Danny Kohn, resident, commented on city improvements.

EXECUTIVE SESSION

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board go into closed session for discussion of matters pertaining to the following topics:

- Proposed or pending litigation, as permitted by KRS 61.810(1)(c).

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

OPEN SESSION

Mayor Harless offered motion, seconded by Commissioner Abraham, to reconvene in open session.

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

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Holland to adjourn the meeting. All in favor.

Meeting ended at approximately 8:27 p.m.

ADOPTED: May 8, 2018

Public Information Officer

Mayor

City Clerk

May 8, 2018

Minute File:

1. Notice of Called Meeting for the Board of Commissioners of the City of Paducah for May 1, 2018
2. Certificate of Liability Insurance & Right of Way Bond for Kirk Timpe DBA Big Ed's Concrete

Contract File:

3. Legal Services Agreement with Bryant Law Center and Friedman Dazzio for Opioid Litigation (MO # 2091)
4. Change Orders 1-4 with Wilkins Construction for Pat & Jim Brockenborough Rotary Health Park – Phase I (ORD # 2018-4-8529)
5. Amendments #2, #3, #5, #6 & # 7 to the Professional Consulting Agreement with Federal Engineering for E-911 CAD System Consulting (ORD # 2018-4-8528)
6. Agreement with Huffman Construction, LLC for Pump Station #2 Construction (ORD # 2018-4-8523)
7. Certifications of Compliance with PHA Plans and Related Regulations with US Department of Housing and Urban Development (MO # 2092)
8. Section 8 Administrative Plan for 2018 Housing Choice Voucher Program (MO # 2092)

Financials File:

9. Paducah Water Financial Highlights for March 2018

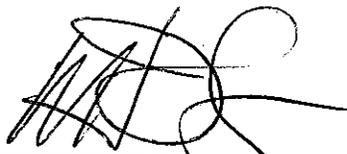
Bid File:

1. Sale of 1320 Oscar Cross Avenue – Planning Department
 - a. Michael L. Taylor *
 - b. Kim Askew
2. Roof Replacement Project – Civic Center and Probation & Parole Building – Engineering Public Works Department
 - a. Minter Roofing Company *
 - b. Southern Roofing Co.
 - c. Klapp Roofing Co.
3. 2018-2019 Street Resurfacing Program – Engineering Public Works Department
 - a. Jim Smith Contracting, LLC *

*Denotes recommended bid

CITY OF PADUCAH
May 8, 2018

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

5.3.2018

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
May 8, 2018**

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Watkins, Hunter	Laborer	\$9.00/Hr.	NCS	Non-Ex	May 17, 2018
Anderson, Isabella K.	Pool Attendant	\$7.87/Hr.	NCS	Non-Ex	May 10, 2018
Anderson, Ajiyah M.	Pool Attendant	\$7.87/Hr.	NCS	Non-Ex	May 10, 2018
Donaldson, Nikaya D.	Pool Attendant	\$7.87/Hr.	NCS	Non-Ex	May 10, 2018
Perkins, Tristyn	Pool Attendant	\$7.87/Hr.	NCS	Non-Ex	May 10, 2018
Scott, Amiyah S.	Pool Attendant	\$7.87/Hr.	NCS	Non-Ex	May 10, 2018
Watkins, Kristen	Pool Attendant	\$7.87/Hr.	NCS	Non-Ex	May 10, 2018
Tyler, Victorion	Pool Attendant	\$7.87/Hr.	NCS	Non-Ex	May 10, 2018
Uhlik, Clare	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Massa, Trevor J.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Kirby, Malachi J.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Dortch, Zyla B.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Renuaud, Mary	Recreation Leader - Class Instructor	\$17.00/Hr.	NCS	Non-Ex	April 25, 2018
Willett, Thomas D.	Laborer	\$9.00/Hr.	NCS	Non-Ex	May 10, 2018
Spencer, Shelbi M.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Pickett, Latajaya J.	Pool Attendant	\$7.87/Hr.	NCS	Non-Ex	May 10, 2018
Harned, Halle K.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Buckingham, Madelyn P.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Ferrell, Hannah R.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Espinoza, Franchesca	Laborer	\$9.00/Hr.	NCS	Non-Ex	May 10, 2018
Matteson, Kelsy	Laborer	\$9.00/Hr.	NCS	Non-Ex	May 10, 2018

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>PARKS SERVICES</u>					
Sims, Tanner S.	Recreation Leader \$11.00/Hr.	Lifeguard \$8.37/Hr.	NCS	Non-Ex	May 21, 2018
Bilak, Chloe	Recreation Leader \$8.50/Hr.	Lifeguard \$8.37/Hr.	NCS	Non-Ex	May 21, 2018
McCallaum, Anntoinette M.	Pool Attendant \$7.75/Hr.	Head Pool Attendant \$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Hutson, William E.	Camp Coordinator \$9.50/Hr.	Recreation Leader/ Coach \$11.75/Hr.	NCS	Non-Ex	May 10, 2018
<u>EMERGENCY COMMUNICATION SRVCS</u>					
Powell, Sandra F.	911 Data Entry Clerk \$16.78/Hr.	911 Data Entry Clerk \$17.28/Hr.	NCS	Non-Ex	May 10, 2018

TERMINATIONS - FULL-TIME (FT)

<u>EMERGENCY COMMUNICATION SRVCS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Coffie-Grubbs, Heather	Telecommunicator	Resigned	April 20, 2018
<u>PARKS SERVICES</u>			
Holland, Richard K.	ROW Maintenance Person	Retired	April 30, 2018

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
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CITY OF PADUCAH
PERSONNEL ACTIONS
May 8, 2018

Knight, Robert P.	Laborer	NoShow	April 11, 2018
Beardsley, Deborah S.	Temp Pump Operator	Termination	May 1, 2018
Covent, Lloyd K.	Temp Pump Operator	Termination	May 1, 2018
Ford Jr., Presley D.	Temp Pump Operator	Termination	May 1, 2018
Green, Randall K.	Temp Pump Operator	Termination	May 1, 2018
Hayden Jr, Charles T.	Temp Pump Operator	Termination	May 1, 2018
Hill, Waylon T.	Temp Pump Operator	Termination	May 1, 2018
Mack-Jones, Robert	Temp Pump Operator	Termination	May 1, 2018
Malmgren, Kenneth E.	Temp Pump Operator	Termination	May 1, 2018
Wilson, Chris D.	Temp Pump Operator	Termination	May 1, 2018

Agenda Action Form
Paducah City Commission

Meeting Date: 8 May 2018

Short Title: Firehouse Subs Public Safety Foundation Grant Application

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Greg Cherry and Adam Shull
Presentation By: Steve Kyle

Background Information:

Firehouse Subs Public Safety Foundation is dedicated to improving the life-saving capabilities and the lives of local heroes and their community by funding: Lifesaving equipment, prevention education, scholarships and continued education, support for members of the military, and disaster preparedness and disaster relief.

Applicants must be located within 60 miles of a Firehouse Subs restaurant and the grant requests must be between \$15,000 and \$25,000.

The Paducah Fire Department is seeking a grant from the Firehouse Subs grant program for purchase of public education and engagement equipment. The equipment includes an inflatable firehouse that can be used in the department's public education and community risk reduction initiatives. No match is required.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

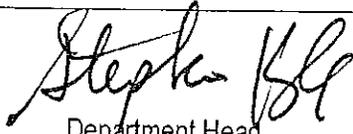
Funds Available:

Account Name:
Account Number:

Finance

Staff Recommendation: Authorize and direct the planning department to submit an online grant application through the Firehouse Sub Public Safety Foundation grant portal. *Requesting \$15,000 AP*

Attachments:

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PLANNING DEPARTMENT TO APPLY FOR AN ONLINE GRANT THROUGH THE FIREHOUSE SUB PUBLIC SAFETY FOUNDATION GRANT PORTAL TO REQUEST \$15,000 FOR THE FIRE DEPARTMENT TO PURCHASE PUBLIC EDUCATION AND ENGAGEMENT EQUIPMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City hereby authorizes the Planning Department to apply for an online grant through the Firehouse Sub Public Safety Foundation grant portal for funding in the amount of \$15,000 for the Paducah Fire Department to purchase an inflatable firehouse to be used in the Fire Department's public education and community risk reduction initiatives. No local cash or in-kind match is required.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners May 8, 2018
Recorded by Tammara S. Sanderson, City Clerk, May 8, 2018
\\mo\grants\app-firehouse subs public safety foundation grant



STAFF REPORT & DETERMINATION

DISPOSITION OF ASSETS

SOA 2018-18

April 23, 2018

General Information

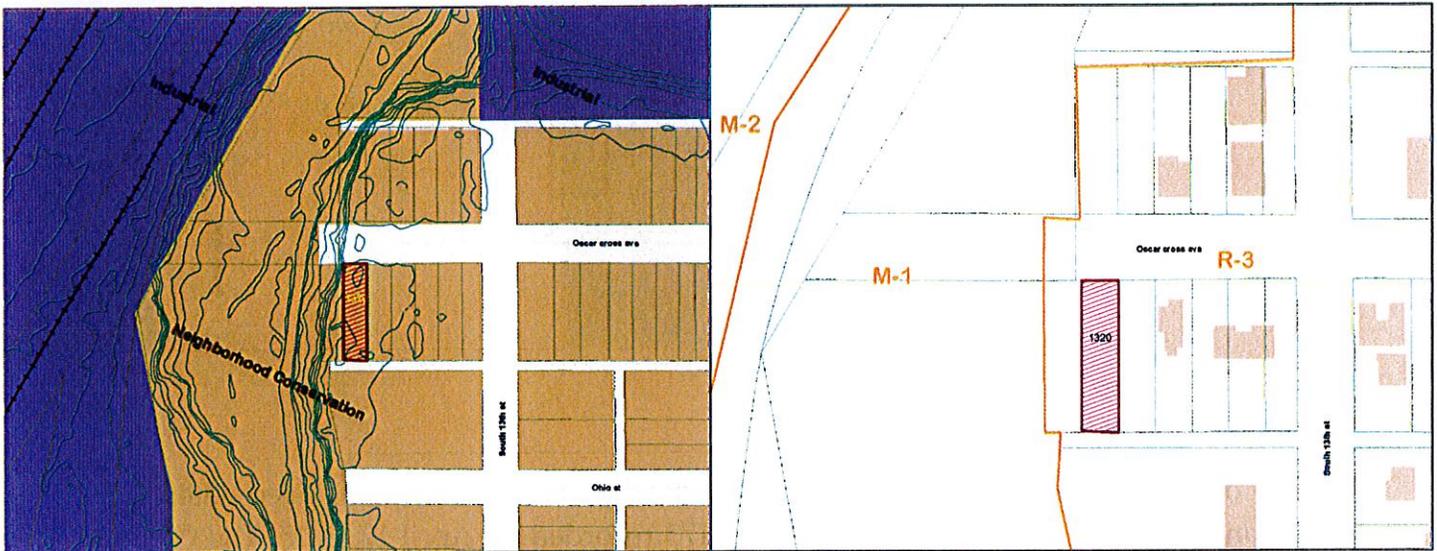
The disposition of surplus or excess property is governed by City Code Section 2-668; the sealed bid procedure is set out in City Code Section 2-645.

The disposition of any property requires a written determination that includes: a description of the property; its intended use at the time of acquisition; the reason why it is in the best interest of the city to dispose of the item; and the method of disposition to be used.

Property Description & Information

ADDRESS	1320 Oscar Cross Avenue	
CASE NO.	SOA 2018-18	
SIZE OF PROPERTY	6547 sq. ft.; 40' by 165' approx.	
IMPROVEMENTS	None	
ZONING	R-3	
COMPREHENSIVE PLAN	Neighborhood Conservation	
FLOODPLAIN	Outside of the Hazard Area	

General Vicinity Map



Comprehensive Land Use Plan

Zoning Map

Aerial of property



Floodway map



Acquisition of the Property

The City of Paducah acquired the property at 1320 Oscar Cross Avenue by deed dated April 2, 2015 and recorded in Deed Book 1299 Page 173 recorded on April 17, 2015. The City had no intended use at the time of the acquisition.

Disposition of the Property

It is in the best interest of the City to transfer ownership of this property to a responsible citizen placing the property back on the tax rolls and eliminating the maintenance and liability costs, provided the development would not destabilize or undermine property values in the surrounding area or be counter to future land use goals.

Bid Information

In accordance with these regulations, a legal ad ran in the Paducah Sun on March 25, 2018 requesting interested parties to submit a sealed bid on or before 9 AM on April 10, 2018. Notice was also posted on the property requesting sealed bids. Two bids were received before the deadline.

BID # 1	Michael L. Taylor	Bid Amount: \$326
	Construct a small home on the property.	
BID # 2	Kim Askew	Bid Amount: \$200
	Clean lot and general upkeep	

Staff Recommendation

Infill development is generally always preferred and encouraged; however, it must occur carefully so not to harm surrounding development, both existing and future. Consequently, any new home should be compatible and uphold the existing residential development pattern.

Therefore, it is recommended to **accept Bid #1 and transfer the property** to Michael L. Taylor for his offer of \$326 subject to the review and approval by the Director of Planning of the final site plan, elevations and construction plans of the home that would be located on the property.

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF MICHAEL L. TAYLOR IN THE AMOUNT OF \$326.00 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 1320 OSCAR CROSS AVENUE AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for real property located at 1320 Oscar Cross Avenue, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on March 25, 2018 and opened bids on April 10, 2018; and

WHEREAS, the City desires to accept the bid of Michael L. Taylor who proposes to put a small home on the property and add landscaping for the purpose of creating a personal residence.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Michael L. Taylor for the purchase of real property located at 1320 Oscar Cross Avenue for \$326.00 plus recording and deed preparation fees.

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

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, May 8, 2018
Recorded by Tammara S. Sanderson, City Clerk, May 8, 2018
\\mo\prop sale-1320 Oscar Cross Ave

Agenda Action Form Paducah City Commission

Meeting Date: May 8, 2018

Short Title: Roof Replacement on the Civic Center and the Probation & Parole Building

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.
Dena Alexander, EPW Admin Asst. III

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

Background Information:

On April 17, 2018 the Engineering Public Works Department opened sealed bids for roof replacement on the Civic Center and the Probation & Parole building. Two responsive and responsible bids were received with Minter Roofing having the lowest evaluated bid in the amount of \$144,070.00.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Civic Center Funding: Project- PF0075

Probation & Parole Funding: 11000211-533050

Finance 5/11/2018

Staff Recommendation:

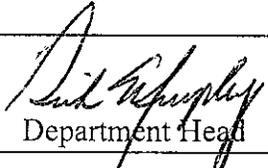
To receive and file the bids and adopt a municipal order authorizing the Mayor to execute a contract with Minter Roofing in the amount of \$ 144,070.00, for the roof replacement on the Civic Center and Probation & Parole building.

a.) \$88,610 CC

B.) \$55,460 P&P (ok)

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF MINTER ROOFING IN THE TOTAL AMOUNT OF \$144,070 FOR ROOF REPLACEMENT FOR THE CIVIC CENTER AND THE PROBATION & PAROLE BUILDING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. That the City of Paducah accepts the bid of Minter Roofing for roof replacement for the Civic Center and the Probation & Parole Building, said purchase being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Minter Roofing, dated April 17, 2018.

SECTION 2. The Mayor is hereby authorized to execute a contract with Minter Roofing for roof replacement for the Civic Center and the Probation & Parole Building in a total amount of \$144,070, as authorized in Section 1 above, according to the specifications, bid proposal, and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. Payment for Civic Center roof replacement in the amount of \$88,610 will be charged to Project PF0075 and payment for the Probation & Parole Building roof replacement in the amount of \$55,460 will be charged to Account Number 1100211-533050.

SECTION 4. 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, May 8, 2018
Recorded by Tammara S. Sanderson, City Clerk, May 8, 2018
\\mo\bid-roof replace Civic Center & Probation and Parole Buildings

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT**

**AGREEMENT
ROOF REPLACEMENT
CIVIC CENTER AND PROBATION & PAROLE BUILDING**

THIS AGREEMENT, made this _____ day of _____, 2018 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **MINTER ROOFING COMPANY INC.**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the Roof Replacement at the Civic Center and the Probation & Parole Building. All Work shall be in accordance with this Agreement, the Specifications and any Addendum(s) issued.

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

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project **within Thirty (30)** consecutive calendar days thereafter.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **One Hundred Forty-Four Thousand Seventy Dollars and Zero Cents (\$144,070.00)** as quoted in the Bid Proposal by the Contractor dated April 16, 2018 which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit a Request for Payment for work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty **(30)** days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent **(10%)** retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due after the work is fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. GOVERNING LAW

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

ARTICLE 7. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

MINTER ROOFING COMPANY INC.

BY _____
TITLE _____

ADDRESS:
1922 Church Grove Rd
Benton, Kentucky 42025

CITY OF PADUCAH

BY _____
Brandi Harless, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

Roof Replacement Project - Civic Center and Probation & Parole Building
Bid Opening: Thursday, Apr 17, 2018, 2:00 PM CST
Responsive Lowest Bid

OFFICIAL BIDDER OF RECORD:		Minter Roofing Company Wesley Coursey 1922 Church Grove Rd Benton, Ky 42025	Southern Roofing Co. Doug Graham 400 Nip Drive Paducah, KY 42003	Klapp Roofing Co. Michael Jackson 1403 State Route 940 Mayfield, KY 42066
Total Bid Amount		\$144,070.00	\$201,779.00	Non-responsive
REQUIRED DOCUMENTS:				
	1. Bid Bond - 5% of Bid	Yes	Yes	Yes
	2. Bidder's Required Certification Signed & Notarized	Yes	Yes	No
	3. Manufacturer Specification Sheets	Yes	Yes	Yes
	4. Roof Warranty Information	Yes	Yes	Yes
	5. Addendum #1 Signed	Yes	Yes	Yes
PREFERENCE TO KENTUCKY BIDDERS:				
	State Bidder is Resident	Yes	Yes	Yes
	If Not KY Resident - Preference given			
	Addition Reciprocal Preference for KY Bidders			
RESPONSIVE & RESPONSIBLE BIDDER:				
		Yes	Yes	Non-responsive
BID RECOMMENDED FOR ACCEPTANCE				
		Yes	No	No

Agenda Action Form Paducah City Commission

Meeting Date: May 8, 2018

Short Title: Reclassification of the City Clerk & Chief Building Inspector positions.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell
Presentation By: Martin Russell

Background Information: Reference: Municipal Order reclassifies the positions of the City Clerk and the Chief Building Inspectors from Civil Service to Non-Civil Service. Notwithstanding the reclassification persons currently in those positions will continue under Civil Service until their employment ends.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

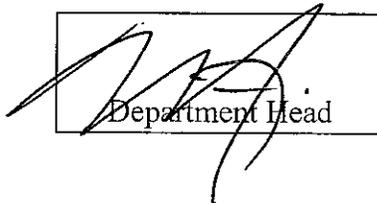
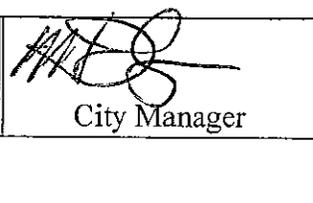
Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: The following classes of positions at the City of Paducah are hereby designated as Non-Civil Service:

- City Clerk
- Chief Building Inspector

Attachments:

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2018-____ - _____

AN ORDINANCE RECLASSIFYING THE CITY CLERK AND CHIEF BUILDING INSPECTOR POSITIONS WITHIN THE CITY OF PADUCAH AS NON-CIVIL SERVICE.

WHEREAS, the City of Paducah's City Clerk position and Chief Building Inspector position are presently classified as civil service and are therefore governed by the provisions of KRS Chapter 90 et. seq; and

WHEREAS, pursuant to said Chapter, the City of Paducah may exclude from the definition of civil service "employee", "persons in a class of employees designated by ordinance to be non-civil service positions"; and

WHEREAS, it is the opinion of the Board of Commissioners that it would be beneficial to the City to reclassify all City Clerk and Chief Building Inspector positions within the City of Paducah employment as non-civil-service.

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

SECTION 1. The following classes of positions at the City of Paducah are hereby designated as non-civil service:

City Clerk

Chief Building Inspector

Section 2. Persons currently employed in the previously-referenced positions upon the effective date of this Ordinance shall continue to be covered by the provisions of KRS Chapter 90 for such time as he/she is employed in such position notwithstanding the reclassification of the position to non-civil service.

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

Brandi Harless, Mayor

ATTEST:

City Clerk

Introduced by the Board of Commissioners, May 8, 2018

Adopted by the Board of Commissioners, _____, 2018

Recorded by the City Clerk, _____, 2018

Published by *The Paducah Sun*, _____, 2018

ord\Civil Service-Reclassify City Clerk & Chief Building Inspector

215523

FW 0006 9.237 ~~9.237~~
FW 0009 9.280

**Agenda Action Form
Paducah City Commission**

Meeting Date: May 8, 2018

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

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Maegan Mansfield, P.E., EPW Proj Mgr

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

Background Information:

Original Contract Information

As a part of the design agreement with the U.S. Department of the Army (USACE) for the design of the Floodwall Rehabilitation Project (a/k/a Ohio River Shoreline Reconstruction Project), an original contract with HDR Engineering, Inc. (HDR) was executed in August of 2016. The original contract scope is as follows:

- To finalize project plans for Pump Stations #2 and #9 for a fee of \$57,500.
- To provide construction administration and inspection services at an hourly rate not to exceed \$75,000.
- The total contract amount with HDR Engineering, Inc. is \$132,500.

At the beginning of the Floodwall Rehabilitation Project, USACE was responsible for design and construction administration services on Pump Station #2 and #9. HDR was contracted to assist with Pump Stations #2 and #9, because pump stations were in immediate need for repair and it was too risky to wait for USACE to secure federal funding for the entire project, which was not a guarantee.

Design Services

USACE communicated to the City that HDR would receive 75% complete plans to finalize and prepare for construction. HDR's review of the plans exposed several design errors and constructability issues. The plans failed to meet USACE design requirement as well as local code enforcement requirements, forcing a re-design overhaul for both Pump Stations #2 and #9.

Pump Station #9 design is a much smaller project compared to Pump Station #2. USACE did not have significant input or findings on Pump Station #9, resulting in a relatively seamless design effort by HDR.

As HDR proceeded with Pump Station #2 design, USACE determined design oversights on Pump Stations #7 and #11 through their in-house design team. USACE and HDR worked congruently on their respective projects, and as a result USACE requested several reviews and specification vetting with HDR. Upon completion of HDR's design, unforeseen

components had been added at the request of USACE resulting in an increased scope in HDR's original contract.

The City had many conversations with USACE about scope additions increasing the design and construction administration costs assigned to HDR. However, USACE exercised its position outlined in the Project Partnership Agreement (PPA) and ruled the additions as imperative to successful project delivery.

Construction Administration and Resident Inspection Services

Construction of Pump Station #9 (a more simplistic and straight forward pump station) is being performed in-house by the City. Construction administration and resident inspection services for Pump Station #9 are performed primarily through City staff. However, HDR provides occasional technical support and HDR will be responsible for providing as-built plans to the City.

The construction administration for Pump Station #2 portion of HDR's contract was established based on the understanding that costs would be further defined at the end of completing Pump Station #2 design due to the risks of defining a cost value based on ambiguous design information available at the beginning of the project. Furthermore, USACE added several additional construction administration requirements and **a third party inspection requirement, meaning that the construction administration scope has significantly expanded.** It is now required that HDR will have technical expertise on site, at every major interval of the project. For further expanded scope definition, see attached information.

Recommendation

- The original contract amount is \$132,500
- The remaining contract amount at present is \$36,673.54, which will remain on the contract for Pump Station #9 construction administrations and inspection expenses.
- \$93,683.46 was spent on Pump Stations #2 and #9 design, USACE coordination, and bidding assistance
 - \$78,312 of the \$93,683.46 was spent on Pump Station #2.
 - The \$78,312 will be reimbursed from the SRF/KIA loan received for Pump Station #2 project.
- HDR has projected new construction and inspection fees for Pump Station #2 that are not to exceed, time and materials amounts. These amounts are based on expanded scope and added third party inspection requirements.
 - Construction Administration-\$91,542
 - Resident Inspection Services-\$136,263
 - Total: \$227,805
 - The total \$227,805 was included in the approved SRF/KIA loan application. See attached SRF/KIA loan project cost summary.
- The recommendation is to amend HDR's current contract to adjust the construction administration not to exceed amount from \$75,000 to \$264,478.54.
 - Construction administration/inspection shall now include the expanded scope of services, as required by USACE, for Pump Station #2 as attached to this document, a/k/a \$227,805.
 - Construction administration/inspection shall retain the remaining contract balance of \$36,673.54 for Pump Station #9 expenses.

- The construction administration/inspection portion of the contract is a time and materials, not to exceed contract. HDR will bill based on actual hours accrued on the contract.
- Upon approval, the new agreement would update the original design services amount of \$57,500 to \$93,683.46 for design services, and approve construction administration and inspection hourly services to a not to exceed amount of \$264,478.54.

Supporting documentation attached: KIA/SRF Loan Project Cost Summary, HDR Updated Scope of Services, Original Contract, Original Ordinance

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

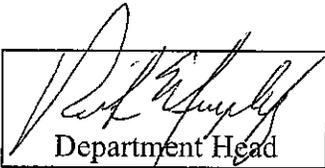
Funds Available: Account Name:
Account Number: FW0006, FW0009


 5/2/2018
 Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute an amended agreement with HDR Engineering, Inc., to reflect actual design expenses accrued of \$93,683.46 and for expanded construction administration and third party inspection services at an hourly rate, not to exceed \$264,478.54. All dollars spent on this original and amended contract regarding Pump Station#2 will be reimbursed or funded through KIA/SRF Loan and/or CDBG and DRA grants.

Attachments: KIA/SRF Loan Project Cost Summary, HDR Updated Scope of Services, Original Contract, Original Ordinance

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2018 - _____

**AN ORDINANCE OF THE CITY OF PADUCAH KENTUCKY,
APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICE
AGREEMENT FOR ENGINEERING SERVICES REQUIRED TO COMPLETE THE
PROJECT DESIGN PLANS, CONSTRUCTION ADMINISTRATION AND
INSPECTION SERVICES FOR THE IMPROVEMENT OF FLOOD CONTROL PUMP
STATIONS #2 AND #9 WITH HDR ENGINEERING, INC.; AND AUTHORIZING THE
EXECUTION OF SAID FIRST AMENDMENT**

WHEREAS, on August 30, 2016, the City and HDR Engineering, Inc., (the “Engineer”) entered into a Short Form Agreement for Professional Services (the “Agreement”) whereby the City engaged the Engineer to provide professional engineering, design, consulting and related services in connection with the improvement and rehabilitation of Flood Control Pump Stations #2 and #9 (the “Project”); and

WHEREAS, the services to be rendered by the Engineer are a part of a larger project and agreement between the City and the U.S. Department of the Army (the “USACE”) for the design of the Floodwall Rehabilitation Project (a/k/a Ohio River Shoreline Reconstruction Project); and

WHEREAS, subsequent to the commencement of the services by the Engineer, USACE requested that unforeseen components be added to the design, construction administration, inspection services of Pump Station # 2, which has resulted in significant expansion of the services to be rendered by the Engineer as to Flood Control Pump Station #2 under the Agreement; and

WHEREAS, the City and the Engineer are in agreement to amend the Agreement in order to accommodate the expansion of the Scope of Services by the Engineer and to adjust the compensation of the Engineer for the additional services; and

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

SECTION 1. Recitals and Authorization. The City hereby approves the First Amendment to the Professional Service Agreement with HDR Engineering, Inc., which expands the scope of services to be rendered by the Engineer in connection with the design, construction administration, inspection services of Flood Control Pump Station # 2 as required by USACE. It is further determined that it is necessary and desirable and in the best interests of the City to enter into this First Amendment for the purposes therein specified. Further, the Mayor of the City is hereby authorized to execute the First Amendment in substantially the form attached hereto as Exhibit A and made part hereof, with such changes in the First Amendment 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. The approval of such changes by said official, that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the First Amendment by such official.

SECTION 2. Compensation. Pursuant to the First Amendment and as a result of the expansion of the scope of services, the City shall compensate HDR Engineering, Inc., in a lump sum amount of \$93,683.46 for the engineering design services for Flood Control Pump Stations #2 and #9. Additional compensation for the construction administration and inspection services conducted during the construction of the rehabilitation of Flood Control Pump Stations #2 and #9 in accordance with **Exhibit A**, Scope of Services, Items IV & V—Time & Material Rates, of the Agreement and in accordance with **Exhibit A-1** of the First Amendment in an amount not to exceed \$264,478.54. Said compensation paid by the City shall be funded through project account FW0006, account number 040-3315-532-2307.

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

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

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

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

Mayor Brandi Harless

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, _____, 2018

Adopted by the Board of Commissioners, _____, 2018

Recorded by Tammara S. Sanderson, City Clerk, _____, 2018

Published by The Paducah Sun, _____, 2018

ord\eng\agree-amend HDR floodwall pump stations #2 & #9

EXHIBIT A

211700

**FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF PADUCAH
AND HDR ENGINEERING, INC., FOR PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT (this "Amendment") made and entered into on this ____ day of May, 2018 (the "Effective Date") by and among the **CITY OF PADUCAH**, a Kentucky home rule class city having an address of 300 South 5th Street, PO Box 2267, Paducah, KY 42002-2267 (hereinafter referred to as the "City") and **HDR ENGINEERING, INC.**, ("Engineer") for professional services in connection with the project known as Pump Stations #2 & #9 Improvements (the "Project").

WITNESSETH:

WHEREAS, on August 30, 2016, the City and the Engineer, entered into a Short Form Agreement for Professional Services (the "Agreement") whereby the City engaged the Engineer to provide professional engineering, consulting and related services (the "Services") in connection with the Project; and

WHEREAS, the Services to be rendered by Engineer were described in Section I, Scope of Services; and

WHEREAS, the Services to be rendered by Engineer are a part of a larger project and agreement between the City and the U.S. Department of the Army (the "USACE") for the design of the Floodwall Rehabilitation Project (a/k/a Ohio River Shoreline Reconstruction Project); and

WHEREAS, subsequent to the commencement of the Services by Engineer, USACE requested that unforeseen components be added to the design and construction administration of Pump Station # 2, which has resulted in significant expansion of the Services to be rendered by Engineer as to Pump Station #2 under the Agreement; and

WHEREAS, the City and Engineer are in agreement to amend the Agreement in order to accommodate the expansion of the Scope of Services by the Engineer and to adjust the compensation of the Engineer for the additional services; and

NOW THEREFORE, for and in consideration of \$1.00 cash in hand paid, the receipt and sufficiency is hereby acknowledged by all parties, and the mutual covenants and conditions contained herein the parties agree as follows:

1. Amendments to the Agreement. As of the Effective Date, the Agreement is amended as follows:

1.1. **SECTION I, SCOPE OF SERVICES**, of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached **Exhibit A** and **Exhibit A-1**.

1.2. The City and the Engineer expressly agree that **Exhibit A-1 "Design Services During Construction - Scope of Services"**, which is attached hereto, is hereby added and incorporated into the Agreement.

1.3. **SECTION IV, COMPENSATION**, of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION IV. COMPENSATION

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

- lump sum (Scope of Services Items I-III of **Exhibit A** and **Exhibit A-1**). The amount of the lump sum is Ninety Three Thousand Six Hundred Eighty-Three and 46/100 Dollars. (\$93,683.46).

- Hourly (Scope of Services Items IV-V of **Exhibit A** and **Exhibit A-1**) - based on hourly rates for an estimated not to exceed the amount of Two Hundred Sixty-Four Thousand Four Hundred Seventy-Eight and 54/100 Dollars (\$264,478.54) in accordance with the hourly rates listed in the attached Exhibit A.

Compensation terms are defined as follows:

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

2. **Reaffirmation of the Agreement.** Except for the modifications set forth herein, all other terms and provisions of the Agreement entered into between the parties are expressly acknowledged, reaffirmed, and ratified by all parties hereto. All parties hereby agree to perform in strict accordance with the terms and provisions as set forth under the Agreement.

3. **Miscellaneous Provisions.** This Amendment shall be fully binding upon the parties hereto and their successors, and assigns as of the Effective Date. This Amendment or the Agreement shall not be altered, amended, modified, terminated, waived, released, or discharged,

except in a writing signed by the parties or their successors or assigns. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have respectively caused this Amendment to be executed on the day and year first above written.

HDR ENGINEERING, INC.
"Engineer"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 2517 Sir Barton Way
Lexington, KY 40509

City of Paducah, Kentucky
"City"

BY: _____

NAME: Brandi Harless

TITLE: Mayor

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

**EXHIBIT A-1
DESIGN SERVICES DURING CONSTRUCTION
SCOPE OF SERVICES**

See attached.



Exhibit A-1

Flood Pump Station No. 2 Rehabilitation Project Design Services During Construction Scope of Services

HDR will provide Engineering Services and Resident Project Representative on an as-needed basis during the construction of the above referenced projects up to the contract fee limit outlined below. This amount will not be exceeded without City of Paducah's (City) approval. As-needed services may include:

- Resident Project Representation (RPR) for the projects.
- Schedule and conduct on-site construction progress and coordination meetings.
- Visually inspect and approve or reject materials, equipment, and supplies to be delivered to the site of the work.
- Observe the contractor's work with respect to quality, suitability, and conformance with the Contract requirements and provide prompt notice to the City of any observed defects or failure on the part of contractor to conform to the Contract requirements.
- Keep records of construction and installation progress.
- Review maintenance and operation instructions and parts lists which the construction contractor submits in compliance with the Contract Documents.
- Process Pay Requests from the contractor.
- Perform services as necessary to insure the project progresses on schedule and within budget.
- Make a final technical inspection of the project in company with City's representative.
- Review of submittals, including shop drawings, operation & maintenance manuals, and materials testing reports for consistency with the design requirements. This review shall not include review of the accuracy and completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor.
- Manage all construction related project documentation using HDR's construction management software "Project Tracker".
- Respond to requests for clarifications/information (RFIs) from the Contractor on the contract documents, respond to questions from City, and other miscellaneous communication.
- Assist in the evaluation and preparation of change orders related to the project as requested by the City.
- Provide start-up assistance.
- Perform substantial completion walk-through and prepare a punch-list for the Contractor.
- Preparation of record drawings for the project.
- Review and preparation of O&M Manual,

Project Cost Summary

Project Title: Pump Station #2 Rehabilitation

WRIS#: SX21145012

Project Budget: Estimated enter date enter date enter date Revised

Cost Classification	SRF KIA Loan	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1 Administrative Expenses									
2 Legal Expenses									
3 Land, Appraisals, Easements									
4 Relocation Expenses & Payments									
5 Planning									
6 Engineering Fees – Design	78312								78312
7 Engineering Fees – Construction	91542								91542
8 Engineering Fees – Inspection	136263								136263
9 Engineering Fees – Other									
10 Construction	3555000	1000000	392000						4947000
11 Equipment									
12 Miscellaneous	7500								7500
13 Contingencies	742050								742050
Total	\$4,610,667	\$1,000,000	\$392,000	\$0	\$0	\$0	\$0	\$0	\$6,002,667

Funding Sources	Amount	Date Committed
1 CDBG	\$1,000,000	10/09/17
2 DRA Grant	\$392,000	12/15/16
3		
4		
5		
Total	\$1,392,000	

Local Funding Sources	Amount	Date Committed
1		
2		
3		
Total	\$0	
Total Funding		\$6,002,667

Cost Categories	Funding Source	Total Cost
Treatment (DW)		
Transmission and Distribution (DW)		
Source (DW)		
Storage (DW)		
WWTP Secondary Portion (CW)		
WWTP Advanced Portion (CW)		
Inflow and Infiltration Correction (CW)		
Major Sewer Rehabilitation (CW)		
Collector Sewers (CW)		
Combined Sewer Overflow Correction (CW)		
Interceptor Sewers Including Pump Station (CW)	SRF/CDBG/DRA	\$4,610,667
Purchase of Systems (DW and CW)		
Restructuring (DW and CW)		
Land Acquisition (DW and CW)		
Total Costs		\$4,610,667

Agenda Action Form Paducah City Commission

Meeting Date: May 8, 2018

Short Title: Contract for the 2018-2019 Street Resurfacing Program

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Maegan Mansfield, P.E., Engineering Project Manager
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On April 17, 2018, sealed bids were received for the City of Paducah's 2018-2019 Street Resurfacing Program. This program consists primarily of the bituminous resurfacing and milling of city streets in accordance with the yearly street resurfacing program. Jim Smith Contracting Company, LLC, submitted the only bid for the unit bid prices shown on the attached bid tab. The contract unit prices shall begin upon execution of the contract and end December 31, 2019. The contract has the option for an additional one-year renewal, ending December 31, 2020, upon the mutual agreement of both parties.

In accordance with the Specifications, the Contract unit prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Street Rehabilitation
Account Number: ~~003-2217-531-4227~~

2300 0217 5422 707
2300 2217 542 230

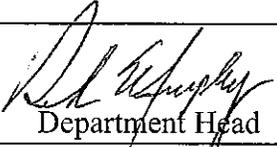
5/2/2018
Finance

Staff Recommendation:

To receive and file the bid submitted for the 2018-2019 Street Resurfacing Program and adopt an Ordinance authorizing the Mayor to enter into an agreement with Jim Smith Contracting Company, LLC., for the unit prices listed on the attached bid tab for the 2018 and 2019 calendar year ending December 31, 2019, and allow "Price Adjustments" in accordance with the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, to execute a "One-Year Renewal Agreement" extending the contract time period for the 2020 calendar year ending December 31, 2020, upon the mutual agreement of both parties.

Attachments:

Advertisement, Bid, Bid Tab, Notice of Award, Contracts

 Department Head	City Clerk	 City Manager
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LEGALS

Resurfacing Program at 2:00 P.M., Tuesday, April 17th, 2018. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky. Copies of specifications may be obtained at the office of the Engineering-Public Works Department located in City Hall. More information regarding this project may be found at the City of Paducah's website: www.paducahky.gov under Request for Bids.

PUBLIC NOTICE

The City of Paducah, Engineering-Public Works Department will receive bids for the City of Paducah's 2018-2019

ORDINANCE NO. 2018-____ - _____

AN ORDINANCE ACCEPTING THE BID OF JIM SMITH CONTRACTING COMPANY, LLC, FOR THE CITY OF PADUCAH'S CALENDAR YEARS 2018 AND 2019 STREET RESURFACING PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Jim Smith Contracting Company, LLC, for the City of Paducah's calendar years 2018 and 2019 street resurfacing program with the option of a one-year renewal agreement upon the mutual agreement of both parties, said bid being in substantial compliance with the bid specifications and advertisement for bids, and as contained in the bid of Jim Smith Contracting Company, LLC, of April 17, 2018.

SECTION 2. The City of Paducah accepts the bid of Jim Smith Contracting Company, LLC, for roadway resurfacing, repair, and miscellaneous construction of various streets within the City of Paducah at the following unit bid prices:

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT BID PRICES</u>
1	Bituminous Surface/Base	TON	\$75.00
2	Milling Texture	TON	\$50.00
3	Shoulder Construction	TON	\$40.00

Said bid prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

SECTION 3. That the Mayor is hereby authorized to execute a contract with Jim Smith Contracting Company, LLC, for roadway resurfacing, repair, and miscellaneous construction of various streets as accepted in Sections 1 and 2 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 4. The contract shall be binding upon the City and the Contractor, his partners, successors, assigns and legal representatives for the remaining portion of the 2018

calendar year and the 2019 calendar year ending December 31, 2019. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party. Further, the Mayor is hereby authorized, subsequent to the recommendation of the City Engineer-Public Works Director, to execute an additional one-year renewal agreement extending the contract period for the 2020 calendar year ending December 31, 2020, upon the mutual agreement of both parties. If agreed, this renewal option will be exercised by both parties executing and delivering the written one-year renewal agreement. The City reserves the right to have said contract work completed at the quoted prices until the one-year renewal agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past December 31, 2019.

SECTION 5. This expenditure shall be charged to the Street Rehabilitation Account No. 2300-2217-542270.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, May 8, 2018

Adopted by the Board of Commissioners, _____

Recorded by Tammara S. Sanderson, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\eng\resurfacing 2018-2019

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT**

AGREEMENT FOR THE 2018-2019 RESURFACING PROGRAM

THIS AGREEMENT, made this 25th day of April, 2018 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **Jim Smith Contracting Co., LLC**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **2018-2019 RESURFACING PROGRAM**. All Work shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

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

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the **2018** calendar year and the **2019** calendar year ending **December 31, 2019**. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for an additional one-year term, ending **December 31, 2020**, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have said contract work completed at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past **December 31, 2019**.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Asphalt Milling and Resurfacing work as quoted in the Bid Proposal by the Contractor dated **April 17, 2018**, which shall constitute full compensation for the work and services authorized herein. The Contractor agrees that no minimum amount of purchase shall be required.

Contract Unit Prices shall begin upon execution of this Agreement. Said Contract Unit Prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

RESURFACING UNIT PRICES

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$75.00
2.	Milling Texture	Ton	\$50.00
3.	Shoulder Construction	Ton	\$40.00

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for Work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty, (30) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (10%) retainage may be held until final completion and acceptance of the work.

Compensation for any "Price Adjustments" agreed to by the City Engineer will be paid in accordance with Section 109.07.03 of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, (60) days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

JIM SMITH CONTRACTING CO., LLC

BY



Eric McDowell, Contract Administrator

CITY OF PADUCAH, KENTUCKY

BY

Brandi Harless, Mayor

ADDRESS:
1108 Dover Road
Grand Rivers, KY 42045

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT**

2018-2019 STREET RESURFACING PROGRAM BID TAB

Bid Opening: Tuesday, April 17, 2018 2:00 PM CST

BIDDERS			Recommend Acceptance
			Jim Smith Contracting, LLC 1108 Dover Road Grand Rivers, KY 42045
ITEM NO	DESCRIPTION	UNIT	UNIT PRICE
1	Bituminous Surface/Base	Ton	\$75.00
2	Milling Texture	Ton	\$50.00
5	Shoulder Construction	Ton	\$40.00

Subcontractors:

Charbon Contracting - Milling

