



**CITY COMMISSION MEETING
AGENDA FOR MARCH 26, 2019
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

INTRODUCTION: Welcome Anita Dixon from Kansas City, MO (UNESCO Creative City of Music) - Mary Hammond

PROCLAMATION: Limb Loss Awareness Month - Jim Pollard

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. Approve Minutes for March 12, 2019
		B. Receive & File Documents
		C. Personnel Actions
		D. Amend Pay Grade Schedule - M RUSSELL
		E. National Parks Service Historic Revitalization Subgrant Program Application - T TRACY
		F. Kentucky Office of Homeland Security FY18 Grant modification of scope - B LAIRD
		G. Kentucky League Of Cities (KLC) Insurance Services Safety Grant Application and Acceptance - M TOWNSEND
		H. Adopt Interlocal Agreement with McCracken County for Rescue Services - S KYLE
		I. Authorize an Extension of Time to rehabilitate 421 North 5th Street - T TRACY
	II.	<u>RESOLUTION(S)</u>

		A. Tennessee RiverLine Pilot Community Program Application - M THOMPSON
	III.	<u>ORDINANCE(S) - EMERGENCY</u>
		A. Approve Addendum to Agreement for Demolition Services for Kresge Building - J ARNDT
	IV.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Ridgewood Villas Phase II - R MURPHY
		B. City Hall Improvements Project: Marcum Engineering: Contract Amendment - R MURPHY
		C. Approve Change Order No. 1 for Kresge Building Demolition - J ARNDT
	V.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Repeal Paducah Water Rates Ordinances - B ROBERTSON
		B. Approve New Paducah Water Rates - B ROBERTSON
		C. Adopt City of Paducah Addressing Standards - S KYLE
	VI.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>

March 12, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, March 12, 2019, 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, McElroy, Watkins, Wilson and Mayor Harless (5).

INVOCATION

Commissioner Wilson gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

ADDITIONS/DELETIONS

City Manager Arndt let the Commission know that item III(D) on the agenda relating to Change Order No. 1 for the Kresge Building Demolition had been added.

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 for separate consideration. Mayor Harless asked the City Clerk to read the items on the Consent Agenda.

I(A)	Minutes for the February 19, 2019 & February 26, 2019 City Commission Meetings
I(B)	Reappointment of Jeanne Stroup, Bill Wells, and Steve Seltzer to the Paducah Golf Commission. These terms shall expire March 26, 2023.
I(C)	<p>Receive & File Documents</p> <p><i>Minute File:</i></p> <ol style="list-style-type: none">1. Notice of Called Joint Meeting for the Board of Commissioners of the City of Paducah, Kentucky and McCracken Fiscal Court on February 19, 20192. Certificate of Liability Insurance – Central Paving Co., of Paducah, Inc.3. Declaration of a Local State of Emergency – Mayor Brandi Harless – February 18, 20194. Emergency Authorization for the Former Kresge Building Demolition – February 20, 2019, James Arndt, City Manager5. Designation of Applicant’s Agent - Designation of Chris Yarber to execute FEMA documents for 2019 flood event6. Joint Resolution – Paducah and McCracken County – TIF District in Downtown Riverfront Development Area7. Tax Increment Financing Development (TIF) Plan for the Downtown Riverfront Development Area – prepared for Joint Meeting between City of Paducah Board of Commissioners and McCracken County Fiscal Court on February 19, 20198. Paducah TIF District Hotel Market Study prepared by ConsultEcon, Inc. <p><i>Deed File:</i></p> <ol style="list-style-type: none">1. Commissioner’s Deed – 440 Kinkead Street2. Commissioner’s Deed – 1011 Oscar Cross Avenue3. Commissioner’s Deed – 1201 Oscar Cross Avenue

	<p><u>Contract File:</u></p> <ol style="list-style-type: none"> 1. Escrow Agreement between EMD Properties (Developer), CFSB Bank (Bank) and the City of Paducah – LaBarri Farms Subdivision ORD #2019-2-8560 2. TIF Development Plan for the Downtown Riverfront Development Area 3. Contract For Services – Kenny’s Lawn Care and More - MO #2208 4. Contract For Services – Innovations Branding House – ORD #2019-2-8562 5. Agreement for Demolition Services – Danny Cope & Sons – Kresge Building ORD #2019-2-8561 <p><u>Financials File:</u></p> <ol style="list-style-type: none"> 1. Independent Auditor’s Report and Financial Statements for Edwin J. Paxton Park Golf Course – Year ended December 31, 2018 2. Paducah Water Works – Financial Highlights For period through January 31, 2019 3. Barkley Regional Airport Authority – Years ended June 30, 2018 and 2017 <p><u>Bids</u></p> <ol style="list-style-type: none"> 1. City Owned Lots Grounds Maintenance Contract <ol style="list-style-type: none"> a. Solomon Lawn Service b. Kenny’s Lawn Care & More 2. 2019 Dump Truck w/Snow Plow and Salt Spreader <ol style="list-style-type: none"> a. Stringfellow, Inc. – Nashville, TN* Recommended For Acceptance b. TAG Truck Centers – Calvert City, KY 3. Eight (8) Police Pursuit Rated SUVs <ol style="list-style-type: none"> a. Linwood Motors – Paducah, KY* Recommended For Acceptance b. Paducah Ford – Paducah, KY (Disqualified)
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2019-2020 KENTUCKY HOUSEHOLD HAZARDOUS WASTE GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT IN AN AMOUNT OF \$25,500 TO ASSIST IN FUNDING THE CITY/COUNTY ANNUAL SPRING CLEAN-UP DAY AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2213 BK 11)
I(F)	A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FOR A FY16 STATE HOMELAND SECURITY GRANT IN THE AMOUNT OF \$54,082 FOR THE PURCHASE OF BOMB SUITS AND RELATED ITEMS FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2214 BK 11)

March 12, 2019

I(G)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF BOMB SUITS, HELMETS AND SUIT REPAIR KITS FOR THE PADUCAH POLICE DEPARTMENT IN AN AMOUNT OF \$48,154 THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION COOPERATIVE PURCHASING SCHEDULE 84 VENDOR MED-ENG AND ADDITIONAL RELATED ITEMS IN AN AMOUNT OF \$5,928 THROUGH VENDOR MED-ENG AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2215 BK 11)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF HAND-HELD MOTOROLA RADIOS FOR THE PADUCAH POLICE DEPARTMENT IN AN AMOUNT OF \$27,745 THROUGH THE KENTUCKY MASTER AGREEMENT VENDOR MOTOROLA SOLUTIONS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2216 BK 11)
I(I)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 4051 PECAN DRIVE TO BE SURPLUS PROPERTY, AND AUTHORIZING THE TRANSFER OF SAID PROPERTY TO ATMOS ENERGY ALONG WITH PERMANENT PUBLIC UTILITY EASEMENTS AT 4063, 4075, AND 4161 PECAN DRIVE AND TEMPORARY CONSTRUCTION EASEMENT FOR AN IN CONSIDERATION OF \$36,600.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED, EASEMENT AGREEMENTS AND ALL DOCUMENTS RELATED TO SAME (MO #2217 BK 11)

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

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

ORDINANCE(S) – EMERGENCY

ESTABLISHMENT OF A 911 COMMUNICATIONS DIVISION AND ABOLISHING THE 911 COMMUNICATIONS DEPARTMENT

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners introduce and adopt an Emergency Ordinance entitled, “AN ORDINANCE ESTABLISHING A 911 COMMUNICATIONS DIVISION OF THE PADUCAH POLICE DEPARTMENT, ABOLISHING THE 911 COMMUNICATIONS DEPARTMENT, AND DECLARING AN EMERGENCY TO EXIST.” This Ordinance is summarized as follows: In this Emergency Ordinance the City of Paducah amends Chapter 2 of the Paducah Code of Ordinances to abolish the 911 Communications Services Department and create a 911 Communication Services Division of the Paducah Police Department.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).
(ORD #2019-3-8563; BK 35)

March 12, 2019

ORDINANCE(S) – INTRODUCTION

RIDGEWOOD VILLAS PHASE II

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 319 BLEICH ROAD; ACCEPTING THE DEDICATION OF RIGHT OF WAY; ACCEPTING PUBLIC UTILITY EASEMENTS; AND AUTHORIZING THE MAYOR TO SUBSCRIBE A CERTIFICATE OF APPROVAL ON THE PLAT.” This ordinance is summarized as follows: That the City of Paducah does hereby approve the final report of the Paducah Planning Commission respecting the proposed final subdivision of property of Ridgewood Villas Condominiums – Phase 2 for property located at 319 Bleich Road, and accepting the dedication of right of way and easements. In addition, the City of Paducah hereby accepts an updated letter of credit in an amount of \$100,000 and authorizes the Mayor to subscribe a certificate of approval on the plat.

CITY HALL IMPROVEMENTS PROJECT: MARCUM ENGINEERING CONTRACT AMENDMENT

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE APPROVING CONTRACT AMENDMENT NO. 1 WITH MARCUM ENGINEERING, LLC, FOR A PRICE INCREASE IN THE AMOUNT OF \$59,500.00 FOR ADDITIONAL SERVICES FOR THE CITY HALL PHASE I PROJECT.” This Ordinance is summarized as follows: The City of Paducah approves Contract Amendment No. 1 with Marcum Engineering for an overall price increase in the amount of \$59,500.00 for additional services for the City Hall Phase I Project, henceforth, increasing the total contract price to \$396,500.00 and authorizes the Mayor to execute the contract amendment.

TAX INCREMENT FINANCING (TIF) DISTRICT FOR DOWNTOWN RIVERFRONT AREA

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH MAKING CERTAIN FINDINGS CONCERNING AND ESTABLISHING A DEVELOPMENT AREA FOR ECONOMIC DEVELOPMENT PURPOSES WITHIN THE CITY OF PADUCAH, MCCracken COUNTY, KENTUCKY, TO BE KNOWN AS THE DOWNTOWN RIVERFRONT DEVELOPMENT AREA; APPROVING A LOCAL PARTICIPATION AGREEMENT BETWEEN THE CITY OF PADUCAH, THE COUNTY OF MCCracken, AND THE CITY OF PADUCAH FINANCE DEPARTMENT ESTABLISHING THE PROCESS FOR ADMINISTERING THE PLAN; ESTABLISHING AN INCREMENTAL TAX SPECIAL FUND FOR APPROVED PUBLIC INFRASTRUCTURE COSTS AND REDEVELOPMENT ASSISTANCE; AND DESIGNATING THE CITY OF PADUCAH FINANCE DEPARTMENT AS THE AGENCY RESPONSIBLE FOR OVERSIGHT, ADMINISTRATION, AND IMPLEMENTATION OF THIS ORDINANCE AND THE SPECIAL FUND; AUTHORIZING THE MAYOR TO TAKE SUCH OTHER APPROPRIATE ACTIONS AS ARE NECESSARY OR REQUIRED IN CONNECTION WITH THE ESTABLISHMENT OF THE DEVELOPMENT AREA.” This Ordinance is summarized as follows: The City of Paducah hereby establishes a Downtown Riverfront Development Area to encourage investment and redevelopment within the development area, approves a local participation agreement with McCracken County Fiscal Court to establish the process for administering the plan, establishes an Incremental Tax Special Fund for approved public infrastructure costs and designates the Paducah Finance Department as the oversight agency, administration and implementer of the ordinance and special fund; further, the Mayor is hereby authorized to execute all documents relating to same.

March 12, 2019

APPROVE CHANGE ORDER NO. 1 FOR KRESGE BUILDING DEMOLITION

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE APPROVING A CHANGE ORDER TO THE AGREEMENT FOR DEMOLITION SERVICES WITH DANNY COPE AND SONS EXCAVATING, LLC, RELATING TO THE KRESGE BUILDING LOCATED AT 316, 318 & 320 BROADWAY IN AN AMOUNT OF \$14,160.00 AND RATIFYING THE MAYOR’S EXECUTION OF SAID CHANGE ORDER.” This Ordinance is summarized as follows: The City of Paducah approves Change Order No. 1 to the Demolition Services Agreement with Danny Cope and Sons Excavating for an overall price increase in the amount of \$14,160.00 for services related to additional brackets for bracing for the Kresge Demolition project, henceforth, increasing the total contract price to \$587,160.00 and ratifies the Mayor’s execution of said Change Order.

COMMENTS

BOARD OF COMMISSIONERS COMMENTS

Commissioner Wilson invited everyone to the groundbreaking of the Midtown Development at 130 Lone Oak Road on Thursday, March 14 @ 4 p.m.

Mayor Harless, Judge Clymer and Jay Matheny attended the Kentucky Aerospace Day in Frankfort. They were able to meet with industry related vendors. She had the opportunity to have lunch with the owner of the parent company of Phoenix Paper. The Mayor, Commissioner Wilson and Glen Anderson will travel to GenCanna in Winchester next Friday to tour their facility. The Mayor welcomed the Citizens Academy’s participants. Mayor Harless attended the Volunteer Dinner for Main Street volunteers that Katie Axt put together. There was a great turnout. The Mayor reminded the Commission and public that there will be a Joint Meeting with the County Fiscal Court next week (March 19). Two topics are on the agenda for discussion (1) Mark Wattier will attend and give a presentation on the 2020 Census and (2) 911 discussions.

PUBLIC COMMENTS

Randy Beeler made comments regarding the Veterans Day Parade.

ADJOURN

Mayor Harless offered motion, seconded by Commissioner McElroy, to adjourn the meeting. All in favor.

Meeting ended at approximately 5:51 p.m.

ADOPTED: March 26, 2019

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

March 26, 2019

Minute File:

1. Notice of Called Joint Meeting of the Board of Commissioners of the City of Paducah and the McCracken County Fiscal Court – March 19, 2019 @ 5:30 p.m.
2. Certificate of Liability Insurance – Ohio Machinery Co., Inc.
3. Certificate of Liability Insurance – Sonny Ridgeway Construction, Inc.
4. Right-of-Way Bond –Ridgeway Construction Inc.

Contract File:

1. Agreement to Purchase One Diesel Dump Truck w/Snow Plow and Salt Spreader from Stringfellow MO #2210
2. Agreement to Purchase eight (8) Police Pursuit Rated SUV's from Linwood Motors MO #2209

**CITY OF PADUCAH
PERSONNEL ACTIONS
March 26, 2019**

NEW HIRE - FULL-TIME (F/T)

<u>POLICE - OPERATIONS</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Kerley Jr., Carlos W.	Police Officer	\$24.54/Hr.	NCS	Non-Ex	April 25, 2019
<u>FINANCE</u>					
Guardian, Melanie	Revenue Technician I	\$15.00/Hr.	NCS	Non-Ex	April 4, 2019

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

<u>EPW - ADMINISTRATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Mansfield, Maegan L.	Engineer Project Manager	\$53.00/Hr.	NCS	Non-Ex	March 18, 2019
<u>PARKS SERVICES</u>					
Dortch, Zyla B.	Lifeguard	\$8.50/Hr.	NCS	Non-Ex	May 16, 2019
Watkins, Kristen S.	Pool Attendant	\$7.99/Hr.	NCS	Non-Ex	May 16, 2019
Elrod, Aviona T.K.	Pool Attendant	\$7.99/Hr.	NCS	Non-Ex	May 16, 2019
Jernigan, Jaylen A.	Coach	\$8.50/Hr.	NCS	Non-Ex	March 28, 2019
Bilak, Chloe	Coach	\$8.50/Hr.	NCS	Non-Ex	March 28, 2019
Davidson, Andrew M.	Coach	\$8.50/Hr.	NCS	Non-Ex	March 28, 2019
Ramirez, Miguel	Coach	\$8.50/Hr.	NCS	Non-Ex	March 28, 2019
Cates, Tristan G.	Recreation Leader	\$8.50/Hr.	NCS	Non-Ex	May 23, 2019
Edmonds, Lance M.	Coach	\$8.50/Hr.	NCS	Non-Ex	March 28, 2019
Tyler, Victorion J.	Recreation Leader	\$8.50/Hr.	NCS	Non-Ex	May 23, 2019
Anderson, Aliyah M.	Recreation Leader	\$8.50/Hr.	NCS	Non-Ex	May 23, 2019
Uhlik, Clare M.	Lifeguard	\$8.50/Hr.	NCS	Non-Ex	May 16, 2019
Ferrell, Hannah R.	Lifeguard	\$8.50/Hr.	NCS	Non-Ex	May 16, 2019
Gillituk, Joseph	Coach	\$8.50/Hr.	NCS	Non-Ex	March 28, 2019

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>EMERGENCY COMMUNICATION SRVCS</u>					
Peery, Laura J.	Administrative Assistant 911 \$17.36/Hr.	Administrative Assistant III \$17.88/Hr.	NCS	Non-Ex	March 14, 2019
<u>FIRE - SUPPRESSION</u>					
Crane, Tyler J.	Firefighter \$14.68/Hr.	Firefighter/Relief Driver \$15.32/Hr.	NCS	Non-Ex	March 7, 2019
Hansen, Kurt B.	Firefighter/Relief Driver \$15.37/Hr.	Acting Fire Lieutenant \$16.85/Hr.	NCS	Non-Ex	January 25, 2019
Hansen, Kurt B.	Acting Fire Lieutenant \$16.85/Hr.	Firefighter/Relief Driver \$15.37/Hr.	NCS	Non-Ex	March 11, 2019
Noland, Nicholas N.	Firefighter/Relief Driver \$15.60/Hr.	Acting Fire Lieutenant \$16.85/Hr.	NCS	Non-Ex	February 2, 2019
<u>PARKS SERVICES</u>					
Hollar, Noah C.	Lifeguard \$8.37/Hr.	Coach \$8.50/Hr.	NCS	Non-Ex	March 28, 2019
Meier, Matthew C.	Lifeguard \$8.37/Hr.	Coach \$8.50/Hr.	NCS	Non-Ex	March 28, 2019
Hudspeth, Elijah B.	Lifeguard	Coach	NCS	Non-Ex	March 28, 2019

**CITY OF PADUCAH
PERSONNEL ACTIONS**

March 26, 2019

	\$8.37/Hr.	\$8.50/Hr.			
Harned, Halle K.	Lifeguard \$8.37/Hr.	Coach \$8.50/Hr.	NCS	Non-Ex	March 28, 2019
Perkins, Tristyn L.	Pool Attendant \$7.87/Hr.	Coach \$8.50/Hr.	NCS	Non-Ex	March 28, 2019
Caruthers, Katie N.	Lifeguard \$8.37/Hr.	Coach \$8.50/Hr.	NCS	Non-Ex	March 28, 2019
Pickett, Latajaya J.	Pool Attendant \$7.87/Hr.	Pool Attendant \$7.99/Hr.	NCS	Non-Ex	May 16, 2019
Boyarski, Zachary P.	Recreation Leader \$9.00/Hr.	Recreation Leader \$11.00/Hr.	NCS	Non-Ex	February 28, 2019

TERMINATIONS - FULL-TIME (F/T)

EPW - ADMINISTRATION

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Mansfield, Maegan L.	Engineer Project Manager	Resignation	March 15, 2019

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

EPW - FLOODWALL

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Edmonds, Broderick K.	Temp-Pump Operator	Termination	March 7, 2019
McDonald, Mark A.	Temp-Pump Operator	Termination	March 8, 2019

Agenda Action Form Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Amend Pay Grade Schedule - **M RUSSELL**

Category: Municipal Order

Staff Work By: Martin Russell

Presentation By: Martin Russell

Background Information: October 9, 2018 the Commission adopted a new Pay Grade Schedule; this action will create a 911 Communication Services Manager position in category (T) & Assistant 911 Communication Services Manager position in category (L) on the Pay Grade Schedule. In addition this action will abolish the 911 Director position in category (T) & Assistant 911 Director position in category (L) on the Pay Grade Schedule.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt the amended Pay Grade Schedule

Attachments:

1. Municipal Order
2. Pay Grade Schedule 3-26-19

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2018-2019 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah adopted the FY2018-2019 Pay Grade Schedule by Municipal Order No. 2115 on June 26, 2018; and

WHEREAS, the City amended the Pay Grade Schedule on July 24, 2018 by Municipal Order No. 2126 to create the position of Business Systems Analyst in Pay Grade (P); and

WHEREAS, the City amended the Pay Grade Schedule on October 9, 2018 by Municipal Order No. 2157 to create the position of Revenue Technician II; and

WHEREAS, the City desires to amend the Pay Grade Schedule to create the positions of 911 Communication Services Manager and Assistant 911 Communication Services Manager and abolish the 911 Director and Assistant 911 Director positions; and

WHEREAS, in order to implement the change it is necessary to amend the FY2018-2019 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 FY2018-2019 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.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 26, 2019
Recorded by Lindsay Parish, City Clerk, March 26, 2019
\\mo\pay grade schedule 3-26-19

**FY 2018 - 2019
Pay Grade Schedule**

March 26, 2019

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qrt	4th Premium
Firefighter (Appointee)	A	\$24,915	\$27,695	\$30,481	\$33,310	\$36,142
Account Clerk	B	\$26,005	\$29,046	\$31,998	\$34,927	\$37,853
Admin Asst I	B	\$26,005	\$29,046	\$31,998	\$34,927	\$37,853
Accounts Payable Clerk	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Admin Asst II	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Admin Assistant 911	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Code Enforcement Assistant	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Data Entry Clerk 911	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Evidence Technician I	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Laborer	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Permit Specialist	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Records Clerk I	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Revenue Technician	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
ROW Maintenance Person	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Solid Waste Truck Driver	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Administrative Asst III	D	\$28,764	\$32,021	\$35,279	\$38,491	\$41,703
Records Clerk II	D	\$28,764	\$32,021	\$35,279	\$38,491	\$41,703
Revenue Technician II	D	\$28,764	\$32,021	\$35,279	\$38,491	\$41,703
Concrete Finisher	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Equipment Operator	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Firefighter	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Maintenance Technician	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Permit Technician	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Recreation Specialist	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Records Clerk III	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Traffic Tech	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Asst. City Clerk	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Cemetery Sexton	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Compost Equipment Operator	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Evidence Tech II	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Executive Asst I	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Firefighter Relief Driver	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Floodwall Operator	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Telecommunicator	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Code Enforcement Officer I	G	\$33,362	\$37,100	\$40,840	\$44,585	\$48,332
Fleet Mechanic I	G	\$33,362	\$37,100	\$40,840	\$44,585	\$48,332
HR Generalist	G	\$33,362	\$37,100	\$40,840	\$44,585	\$48,332
911 Shift Supervisor	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Arts & Culture Coordinator	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686

**FY 2018 - 2019
Pay Grade Schedule**

March 26, 2019

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Fire Lieutenants	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Help Desk Technician	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Housing Specialist	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Events & Promotions Specialist	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Marketing Specialist	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Fire Captains	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Fleet Mechanic II	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Executive Asst II	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Executive Asst II/Assistant City Clerk	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Journeyman Electrician	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Office Manager	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Accountant	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Deputy Building Inspector I	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Deputy Electrical Inspector I	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Code Enforcement II	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Deputy Fire Marshal I	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Engineering Technician	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
IT Specialist I	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Police Officer	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Revenue Auditor	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Records Division Manager	K	\$40,527	\$45,084	\$49,641	\$54,226	\$58,806
Crime Analyst	K	\$40,527	\$45,084	\$49,641	\$54,226	\$58,806
Assistant Director 911	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Assistant 911 Communication Manager	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Code Enforcement Supervisor	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Deputy Building Inspector II	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Deputy Electrical Inspector II + Plan	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Engineer Asst II	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Fire Marshall II	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Grants Administrator	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Parks Maintenance Supervisor	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Planner I	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
EPW Supervisor -(Compost Operations, Fleet, Maintenance, Street, Solid Waste)	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Chief Electrical Inspector	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Community Development Planner	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Deputy Building Inspector III/Plan Review	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975

**FY 2018 - 2019
Pay Grade Schedule**

March 26, 2019

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Downtown Development Specialist	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Engineer Asst III	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Fire Marshall III	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Planner II	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Special Events Coordinator	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Chief Building Inspector	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
Battalion Chief	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
Fire Marshall	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
Housing Coordinator	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
Parks Maintenance Superintendent	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
Recreation Superintendent	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
EPW Street Superintendent	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
EPW Floodwall Superintendent	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
EPW Fleet/Maintenance Superintendent	O	\$47,904	\$54,121	\$60,339	\$66,579	\$72,819
GIS Analyst	O	\$47,904	\$54,121	\$60,339	\$66,579	\$72,819
EPW Operations Manager	O	\$47,904	\$54,121	\$60,339	\$66,579	\$72,819
Risk Manager	O	\$47,904	\$54,121	\$60,339	\$66,579	\$72,819
Assistant to the City Manager	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Business Systems Analyst	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
City Clerk	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Crime Analyst II	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
GIS/Planner	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Network Administrator	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Planning Project Manager	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Public Information Officer	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Section 8 Housing Admin	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Police Sergeant	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
GIS Specialist	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Police Captain	Q	\$52,824	\$59,673	\$66,523	\$73,414	\$80,305
Fire Assistant Chief	Q	\$52,824	\$59,673	\$66,523	\$73,414	\$80,305
Engineer Project Manager	R	\$55,389	\$62,619	\$69,849	\$77,001	\$84,154
Storm & Drain Engineer	R	\$55,389	\$62,619	\$69,849	\$77,001	\$84,154
Deputy Fire Chief - Operations	S	\$58,169	\$65,755	\$73,342	\$80,886	\$88,431
Director of Inspection	S	\$58,169	\$65,755	\$73,342	\$80,886	\$88,431
Police Assistant Chief	S	\$58,169	\$65,755	\$73,342	\$80,886	\$88,431
Revenue Manager	S	\$58,169	\$65,755	\$73,342	\$80,866	\$88,431
Assistant Public Works Director	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922

**FY 2018 - 2019
Pay Grade Schedule**

March 26, 2019

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
911 Communication Services						
Manager	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922
Controller	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922
Deputy Fire Chief - Fire Prevention	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922
Director of 911	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922
Exec Director PRA	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922
Director of IT	U	\$64,157	\$72,508	\$80,859	\$92,988	\$102,287
Director of Parks	V	\$67,366	\$76,133	\$84,902	\$97,637	\$107,369
Director of Planning	V	\$67,366	\$76,133	\$84,902	\$97,637	\$107,369
Human Resource Director	V	\$67,366	\$76,133	\$84,902	\$97,637	\$107,369
No Position	W	\$70,787	\$79,967	\$89,147	\$102,519	\$112,772
Fire Chief	X	\$74,316	\$83,960	\$93,604	\$107,644	\$118,410
No Position	Y	\$77,952	\$88,119	\$98,284	\$113,028	\$124,330
Assistant City Manager	Z	\$81,908	\$92,555	\$103,200	\$118,679	\$130,547
Director of Finance	Z	\$81,908	\$92,555	\$103,200	\$118,679	\$130,547
City Engineer & Public Works Director	Z	\$81,908	\$92,555	\$103,200	\$118,679	\$130,547
Police Chief	Z	\$81,908	\$92,555	\$103,200	\$118,679	\$130,547
City Manager	AA	\$110,352	\$124,680	\$139,009	\$159,860	\$175,847

Agenda Action Form

Paducah City Commission

Meeting Date: March 26, 2019

Short Title: National Parks Service Historic Revitalization Subgrant Program Application - **T TRACY**

Category: Municipal Order

Staff Work By: Melanie Townsend, Katie Axt

Presentation By: Tammara Tracy

Background Information: The Department of the Interior, National Parks Service (NPS) offers the Historic Revitalization Subgrant Program. The goal of the program is to support the rehabilitation of historic properties at the National, State, and local level of significance in order to rehabilitate, protect, and foster economic development of rural communities through subgrants which come from States, Tribes, Certified Local Governments, and non-profits able to support a subgrant program. These programs will fund physical preservation projects for historic sites to include architectural/engineering services and physical preservation.

The Paducah Planning Department proposes to develop a subgrant program to focus on historic asset exterior rehabilitation. Per the NPS grant program guidelines, all properties must reside within the legal limits of the City of Paducah, all properties must be listed or be eligible for listing on the National Register of Historic Places, and all projects must advance the economic development of Paducah.

The Planning Department anticipates requesting NPS funding of \$750,000, the maximum allowable by the grant, in order to establish the subgrant program. Local match is not required by NPS but is considered a competitive factor in grant application review. The *Paducah Historic Asset Exterior Rehabilitation Grant Program* will include a subgrantee match requirement of at least 10% awardee match. Match may be cash or in-kind.

No City funds will be required beyond the personnel time and effort to manage the subgrant program.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Planning Department to submit an application for the NPS Historic Revitalization Subgrant Program on grants.gov.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A NATIONAL PARKS SERVICE HISTORIC REVITALIZATION SUBGRANT THROUGH THE DEPARTMENT OF THE INTERIOR IN AN AMOUNT OF \$750,000 TO ESTABLISH A SUBGRANT PROGRAM IN PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of a Historic Revitalization Subgrant Program application through the Department of the Interior, National Parks Service in the amount of \$750,000 to establish the Paducah Historic Asset Exterior Rehabilitation Grant Program. No local match is required.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 26, 2019
Recorded by Lindsay Parish, City Clerk, March 26, 2019
\\mo\grants\app-historic revitalization subgrant 2019

Agenda Action Form

Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Kentucky Office of Homeland Security FY18 Grant modification of scope - **B LAIRD**

Category: Municipal Order

Staff Work By: Joe Hayes, Matt Hopp, Melanie Townsend

Presentation By: Brian Laird

Background Information: The City of Paducah Police Department (PPD) was awarded a FY18 State Homeland Security Grant Program award in the amount of \$63,500 for the purchase of two (2) bomb suits and related items as approved by MO #2094 & #2185. Due to cost savings realized through the use of General Services Administration (GSA) Cooperative Purchasing, a surplus of funds will be realized after the purchase of the approved bomb suits and related items.

PPD has requested and received from the Kentucky Office of Homeland Security (KOHS) approval to change the scope of the grant contract to include the purchase of tactical body armor carriers, body armor plates and medical kits for the PPD FBI Certified Bomb Unit. These items will be purchased with excess grant funds. No local funds are required.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the change of scope for the KOHS FY18 State Homeland Security Grant Program award to include the purchase of body armor carriers, body armor plates and medical kits and direct the Mayor to sign all necessary grant documents for same.

Attachments:

1. Municipal Order
2. Modified Grant Agreement City of Paducah

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING MUNICIPAL ORDER NO. 2185 ENTITLED "A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FOR A FY18 STATE HOMELAND SECURITY GRANT IN THE AMOUNT OF \$63,500 FOR THE PURCHASE OF BOMB SUITS FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME" TO CHANGE THE SCOPE OF SAID GRANT TO INCLUDE THE PURCHASE OF TACTICAL BODY ARMOR CARRIERS, BODY ARMOR PLATES AND MEDICAL KITS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a FY18 State Homeland Security Grant through the Kentucky Office of Homeland Security, adopted by Municipal Order No. 2094 on April 24, 2018, to be used for the purchase of Bomb Suits for the Paducah Police Department; and

WHEREAS, the Kentucky office of Homeland Security has approved the application and is now ready to award this grant.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$63,500.00 through the Kentucky Office of Homeland Security for a FY18 State Homeland Security Grant for the purchase of IED/EOD Protective Ensembles (bomb suits), body armor carriers, body armor plates and medical kits for the Paducah Police Department and authorizes the Mayor to execute the Grant Agreement and all related documents. No local or in kind match is required.

SECTION 4. This order shall be in full force and effect from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners March 26, 2019

Recorded by Lindsay Parish, City Clerk March 26, 2019

MO\grants\Award – KOHS Bomb Suits Police Dept 2018 Amend Scope



Commonwealth of Kentucky

CONTRACT MODIFICATION

DOC ID NUMBER:

SC 094 1900001169

Version: 2

Record Date:

Document Description: City of Paducah 18-085

 Cited Authority: EMW-2018-SS-0052-S01
 FFY 2018 State Homeland Security Grant award

Reason for Modification: The reason for this modification is to revise the scope of work to include the purchase of four sets of body armor plate carriers, NIJ certified body armor Level IV front plates, side plates and four first aid kits designed to be attached to the plate carriers. The original dollar amount of the agreement will remain the same at \$63,500. The effective date December 1, 2018 and the expiration date June 30, 2020 will remain the same.

Issuer Contact:

 Name: Jennifer Annis
 Phone: 502-564-2081
 E-mail: jennifer.annis@ky.gov

Vendor Name:
 CITY OF PADUCAH

PO BOX 2267

PADUCAH KY 42002-2267

Vendor No. KY0033652

Vendor Contact

 Name: CORIE COLE
 Phone: 270-444-8512
 Email: CCOLE@PADUCAHKY.GOV

Effective From: 2018-12-01

Effective To: 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		City of Paducah 18-085	\$0.000000	\$63,500.00	\$63,500.00

Extended Description:

Deliverable/Scope of Work: The second party shall enhance law enforcement on scene security, protection, and terroristic preparedness capabilities through the purchase of two IED/EOD Personal Protection Equipment (PPE) Suits and related items for the Paducah Police Department FBI Certified Bomb Squad Unit as stated in the application submitted by the City of Paducah.

The reason for this modification is to revise the scope of work to include the purchase of four sets of body armor plate carriers, NIJ certified body armor Level IV front plates, side plates and four first aid kits designed to be attached to the plate carriers. The original dollar amount of the agreement will remain the same at \$63,500. The effective date December 1, 2018 and the expiration date June 30, 2020 will remain the same.

Effective Date: December 1, 2018

Expiration Date: June 30, 2020

Shipping Information:

 Kentucky Office of Homeland Security
 200 Mero Street

Billing Information:

 Kentucky Office of Homeland Security
 200 Mero Street

Frankfort	KY	40622	Frankfort	KY	40622
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TOTAL CONTRACT AMOUNT:	\$63,500.00
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FFY 2018 HOMELAND SECURITY GRANT PROGRAM

GRANT INFORMATION AND IDENTIFICATION

CFDA Number: 97.067

CFDA Title: Homeland Security Grant Program

Award Year: FFY 2018

Federal Agency: Department for Homeland Security/FEMA

Pass-Through Agency: Kentucky Office of Homeland Security

IDENTIFICATION AND OBLIGATIONS OF THE PARTIES

First Party

The Kentucky Office of Homeland Security (KOHS) (as the First Party), in the exercise of its lawful duties, has determined that the functions outlined in this agreement and in the attachment(s) thereto, are necessary for compliance with either the statutory and regulatory requirements of the U.S Department of Homeland Security or the Kentucky Office of Homeland Security.

Second Party

The Second Party is the contractor as defined by KRS 45A.030(9) and agrees that they are willing, available and qualified to perform the scope of work as detailed in this agreement and as specifically outlined.

Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Choice of Law and Forum

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Cancellation

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

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Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

Invoices for fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this agreement. Expenses submitted shall be documented by certified copies.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

Travel expenses, if authorized

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates.

Other expenses, if authorized herein

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

Purchasing and specifications

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

Campaign finance:

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Access to Records

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

Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of

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violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

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

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

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous

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places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

The Second Party must, in addition to the assurances made as part of their application, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

The Second Party agrees that all allocation and use of funds under this agreement will be in accordance with the appropriate FFY2018 Homeland Security Grant Program Notice of Funding Opportunity and must support the goals and objectives included in the State Homeland Security Strategy.

Applicable Law

This agreement is incidental to the implementation of a federal grant program. Accordingly, this agreement shall be governed by and construed according to Federal law as it may affect the right, remedies, and obligations of the United States.

Governing Regulations

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To the extent not inconsistent with the express terms of this agreement, the provisions of 2 CFR , Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements and OMB Circular A-87 which are hereby incorporated by reference as if fully set forth herein, shall govern this agreement.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission, recipients are only required to

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submit updates. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. **Sub-recipients are not required to complete and submit this tool to DHS.** The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Compliance with Federal Civil Rights Laws and Regulations

The Second Party is required to comply with Federal civil rights laws and regulations. The Second Party must comply with all regulations, guidelines, and standards adopted under the below listed statutes. The Second Party is also required to submit information, as required, to the DHS Office for Civil Rights and Civil Liberties concerning its compliance with these laws and their implementing regulations. Specifically, the grantee is required to provide assurances as a condition for receipt of federal funds that its programs and activities comply with the following:

Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).

and www.dhs.gov/publication/dhs-handbook-safeguarding-sensitive-pii.

Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24

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C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. § 100.201.)

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
 Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Limited English Proficiency (Civil Rights Act of 1964, Title VI)
 Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Rehabilitation Act of 1973
 Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. § 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, as amended
 Prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA. In addition, Executive Order 13347, Individuals with Disabilities in Emergency Preparedness, signed in July 2004, requires the Federal government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. Executive Order 13347 requires the Federal government to encourage consideration of the needs of individuals with disabilities served by State, local, tribal, and territorial governments in emergency preparedness planning.

Certifications and Assurances
 Certifications and assurances regarding the following apply:

Activities Conducted Abroad
 Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Best Practices for Collection and Use of Personally Identifiable Information (PII)
 Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity

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of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf,
HYPERLINK "https://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf"

Classified National Security Information

As defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

No funding under this award shall be used to support a contract, sub award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

Such contracts, sub awards, or other agreements shall be processed and administered in accordance with the DHS -Standard Operating Procedures, Classified Contracting by States and Local Entities, - dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>

Clean Air Act of 1970 and Clean Water Act of 1977

All recipients of financial assistance will comply with the requirement of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Copeland "Anti-Kickback" Act

The Second Party agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in United States Department of Labor Regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Copyright

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Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Disadvantaged Business Requirement

To the extent that the Second Party uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable. The Kentucky Procurement Technical Assistance (PTAC) may be available to post bid notifications or provide bid matching services with MBE/WBE businesses for Homeland Security Grant sub-recipients. Refer to www.kyptac.com or contact their office at (859)251-6019.

Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Environmental Standards

The recipient will comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding.

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The Second Party shall provide such information as may be requested by KOHS to ensure compliance with any applicable environmental laws and regulations. Second Party shall not undertake any construction project without the approval of First Party and DHS, as required by the grant guidance.

National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. § 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. § 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.)

Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Fusion Center

The Second Party agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

Hatch Act

The Second Party agrees to comply with the Hatch Act (5 U.S.C. 1501 –1508 and 7324 – 7328), as implemented by the United States Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local

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governments whose employment is connected to an activity financed in whole or part with Federal funds.

Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, (15 U.S.C. § 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended,(15 U.S.C. § 2225).

Integrating Individuals with Disabilities into Emergency Planning

The Second Party must integrate individuals with disabilities into any emergency planning activity.

Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

National Initiatives

All award recipients must be aware of and support the following national preparedness initiatives:

HSPD-8: National Preparedness

The Second Party must be aware of and support HSPD-8 that establishes policies to strengthen the preparedness of the United States to prevent and respond to threatened or actual domestic terrorist attacks, major disasters, and other emergencies by requiring a National Preparedness Goal, establishing mechanisms for improved delivery of federal preparedness assistance to state and local governments, and outlining actions to strengthen preparedness assistance to state and local governments, and outlining actions to strengthen preparedness capabilities of federal, state, and local entities.

National Preparedness Reporting Compliance

The Government Performance and Results Act of 1993 (Public Law 103-62) requires the Department

collect and report performance information on all programs. For grant programs, the prioritized Investment Justifications and their associated milestones provide an important tool for assessing grant performance and complying with these national preparedness reporting requirements. FEMA will work with grantees to develop tools and processes to support this requirement. FEMA anticipates using this information in making future-year grant program funding decisions. Award recipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by DHS, the Office of the Inspector General, or the Government Accountability Office (GAO).

National Response Plan (NRP)

The Second Party must be aware of and support and in all respects comply with the NRP that is an all-discipline, all-hazards plan that establishes a single, comprehensive framework for the management of domestic incidents. It provides the structure and mechanisms for the coordination of federal support to state and local incident managers

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and for exercising direct federal authorities and responsibilities. The NRP assists in the important homeland security mission of preventing terrorist attacks within the United States; reducing the vulnerability to all natural and manmade hazards and minimizing the damage and assisting in the recovery from any type of incident that occurs. Compliance with the NRP coordinating structures, protocols and processes is essential for ensuring a national comprehensive approach to domestic incident managements

Nondiscrimination in Matters Pertaining to Faith- Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

Recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Protected Critical Infrastructure Information (PCII)

The PCII Program, established pursuant to the Critical Infrastructure Act of 2002 (Public Law 107296) (CII Act), created a framework which enables members of the private sector, states, local jurisdictions, and tribal nations to voluntarily submit sensitive information regarding critical infrastructure to DHS. The Act provides statutory protection from public disclosure and civil litigation for CII that is validated as PCII. When validated as PCII, the information can only be shared with government employees who complete the training requirement, who have homeland security duties and a need to know. PCII accreditation is a formal recognition that the

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covered government entity has the capacity and capability to receive and store PCII appropriately.

Publications Statement

Second Party agrees that all publications created with funding under any grant award shall prominently contain the following statement: "This document was prepared under a grant from the Kentucky Office of Homeland Security (KOHS), Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of KOHS or FEMA/GPD or the U.S. Department of Homeland Security." Additionally, any publication created with funding under this agreement shall bear on it the logos of the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security

Reporting Requirements

Reporting requirements must be met throughout the life of the grant. Any reports or documents prepared as a result of this grant shall be in compliance with Federal "plain English" policies, directives, etc.

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance officers exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.C.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Sub-awards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Sub-awards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Technology Requirements

National Information Exchange Model (NIEM).

FEMA requires all grantees to use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.

Geospatial Guidance

Geospatial technologies capture, store, analyze, transmit and/or display location-based information (i.e., information that can be linked to a latitude and longitude). FEMA

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encourages grantees to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

28 CFR Part 23 Guidance

FEMA requires that any information technology system funded or supported by these funds comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if this regulation is determined to be applicable.

Best Practices for Government Use of CCTV

DHS recommends that grantees seeking funds to purchase and install closed circuit television (CCTV) systems, or funds to provide support for operational CCTV systems, review and utilize the guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles* available on the DHS Privacy Office website at <http://www.dhs.gov/xlibra>

Terrorist Financing Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000 Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

USA Patriot Act of 2001

Recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. §2324, 41 U.S.C. §§ 4304 and 4310.

KOHS Terms and Conditions

KOHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing KOHS access to records, accounts, documents, information, facilities, and staff.

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1. Sub-recipients must cooperate with any request by KOHS staff to inspect any resource acquired through the program.
2. Sub-recipients notify KOHS immediately of any degradation of capabilities or critical resources.
3. Sub-recipients must establish and maintain an intelligence liaison officer (ILO) to the Kentucky Intelligence Fusion Center as established by the guidelines of the KIFC ILO program and the recipient's ILO must liaison with the KIFC at least quarterly.
4. Sub-recipients must respond to all informational requests by KOHS staff in a timely manner.
5. Sub-recipients that submitted applications that included the sharing of resources must adhere to that agreement.

Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this agreement.

Confidentiality

The Second Party agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the Second Party by the First Party in the administration of this contract.

Data Collection/Analysis Limitations

No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this agreement.

Extensions and Amendments to this Agreement

The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of KOHS, the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee. The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311)

Any mutually agreed upon changes to the agreement must be approved, in writing, by KOHS prior to implementation or obligation and shall be incorporated in written amendments to this agreement. This procedure for changes to this approved agreement is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Liability and Indemnity

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this agreement shall be determined according to applicable law.

Notices

Any notice, transmittal, approval, or other official communication made under this agreement shall be in writing and shall be delivered by hand, facsimile transmission, email, or by mail to the other party.

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Severability

If any provision of this agreement is held judicially invalid, the remainder of the agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Sole Benefit

This agreement is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government, and is not intended to create any other beneficiaries.

Subcontractor Requirement

The Second Party agrees that all requirements of this agreement shall also be applicable and binding on any subcontractor the Second Party may contract with to meet the statement of work, method of payment, and deliverables of this agreement. All Second Party subcontractors are subject to First Party approval.

Successors and Assigns

This agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this agreement shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Waiver of Breach

If a party waives enforcement of any provision of this agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

IDENTIFICATION OF THE SUBJECT MATTER OF THE CONTRACT

Environmental Planning and Historic Preservation (EHP)

The Second Party acknowledges that any project considered to constitute construction or renovation must receive prior approval from FEMA before any work or financial expenditures can be made.

Intellectual Properties

The contractor agrees that any formulae, methodology, other reports and compilations of data provided by the First Party to the contractor for the purposes of meeting the terms and conditions of this agreement, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this agreement shall be the exclusive property of the First Party. Any use of this material for purposes other than those specifically outlined and authorized by this agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

Kentucky Wireless Interoperability Executive Committee

Any portion of this agreement that involves data or voice communication equipment or projects, including data or voice interoperability equipment or projects shall be presented by the Second Party for action by the Kentucky Wireless Interoperability Executive Committee (KWIEC). Furthermore, it is a condition of this agreement that all recommendations of the KWIEC, will be accepted and implemented by the Second Party prior to the commencement of the project addressed in this agreement. A copy of the KWIEC decision will be provided to the First Party by the Second Party.

Mutual Aid and Interoperability Memorandum of Understanding

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The Second Party and any other local entities receiving benefit from these grant funds must have a Mutual Aid Memorandum of Understanding with the Kentucky State Police.

NIMS Requirements

In accordance with HSPD-5, *Management of Domestic Incidents*, the adoption of the national Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.

Project Implementation

The subrecipient agrees to implement this project within 60 days following the grant award effective date or be subject to automatic cancellation of the grant.

Property Control

Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property.

Title: Subject to the obligations and conditions set for in 28 CFR Part 66, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Use and disposition: Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subrecipient shall request, in writing, disposition instructions from KOHS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to KOHS immediately.

Inventory: The Second Party must submit to the First Party an inventory of all equipment purchased with these federal funds. This inventory must include a description of the property, a serial number or other identification number, the source of the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

Annually, second party will submit all inventories to the KOHS via an online database or any other form or process deemed by the first party.

Equipment Marking

The Second Party agrees that, when practicable, equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security" in order to facilitate their own audit processes, as well as Federal audits and monitoring visits, which may result from receiving Federal funding. Additionally, any equipment purchased with funding under this agreement shall, when practicable, bear on it the logos of the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security.

Property Purchased by the First Party (KOHS)

Property purchased by the First Party for the purposes of fulfilling the requirements of the scope of services for this agreement, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of the First Party and shall remain the property of the First Party.

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Scope of Work

This grant will provide reimbursement funding to the Second party for the specific scope of work described in the Extended Description. Successful completion by the Second party shall include the deliverables as listed in the Extended Description.

Entire Agreement

This agreement forms the entire agreement between the parties as to scope and subject matter of this Agreement. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

CONSIDERATION AND CONDITIONS FOR PAYMENT

Availability of Federal Funds

This grant award is contingent upon availability of federal funds approved by Congress.

Consultant Rate

Approval of this agreement does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted and approved by the First Party and FEMA's National Preparedness Directorate prior to obligation or expenditure of such funds.

Earliest Date of Payment

No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695 (7). Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Financial Management System

The Second Party agrees to establish and/or maintain a financial management system which shall provide for: Accurate, current, and complete disclosure of the financial results of the functions/services performed under this agreement in accordance with the reporting requirements as set forth in this agreement and attachment(s) thereto; Records that identify the source and application of funds for activities/functions/ services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, un-obligated balances, if applicable, assets, liabilities, expenditures and income; Effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement; Procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this agreement and any attachment(s) thereto; and Accounting records that are supported by source documentation.

Interest Income

Grant funds not reimbursed immediately to a vendor, subcontractor, etc. must be placed in an interest bearing account. The applicant agrees to be accountable for all interest earned with respect to these grant funds. Interest earned by this grant during the project must be reported and returned to KOHS quarterly.

Procurement

The acquisition of goods and services by the Contractor in performance of this agreement shall be according to applicable Commonwealth of Kentucky contracting

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procedures, the standards and procedures contained in applicable federal regulations (2 CFR).

For the purpose of any Kentucky Office of Homeland Security (KOHS)-funded projects using FY-2018 funds the sub-recipient will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$20,000 three (3) quotes will be obtained. For any equipment and/or services that exceeds \$20,000 the provisions of KRS 45A will apply.

Program Income

The applicant agrees to be accountable for all interest or other income earned by the Second Party with respect to grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, rebates, etc.). All program income generated by this grant during the project must be reported to KOHS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from KOHS.

Reimbursement

The Second Party is required to sign this agreement with the Kentucky Office of Homeland Security to gain access to its allocated funds. No funds will be forwarded. The funds are allocated on a cost reimbursement basis. To receive reimbursement, the Second Party is required to provide the Kentucky Office of Homeland Security with copies of all obligation documents executed under this agreement and an inventory for equipment purchased.

Total Amount of Contract and Contract Period

The Second Party's and/or Third Party's fees and expenses relative to the performance of the scope of services outlined in this agreement and in the detailed attachment(s) (if applicable) to this agreement shall not exceed the Total Order Amount as set forth in this agreement. The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payments

Payments to Second Party:

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. **All invoices must be dated between the effective date and expiration date of this agreement.** All reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer.

Final Request for Reimbursements:

Final request for reimbursements must be submitted to the First Party no later than 45 days after the expiration of this agreement.

Transfer of Funds

The Second Party is prohibited from transferring funds between programs (State Homeland Security Grant Program, Law Enforcement Terrorism Prevention Program, Emergency Management Performance Grant, Interoperable Emergency

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Communications Grant Program, Emergency Operations Center Grant Program, or any other Federal Grant Program).

Vendor Verification

The Second Party must verify that the grant lead applicant/sub-recipient and any vendor providing services is not on the *Federal Excluded Parties Listing System* prior to any contracts funded by federal funds. This verification must be submitted with each reimbursement request to verify that the vendor is not debarred at the time of order. This information may be found at <https://sam.gov/portal/SAM/##11>. Reimbursement will not be made without this verification.

Closeout

The First Party will close out this award when it determines that all applicable administrative actions and all required work of the grant have been completed. Within 30 days after the expiration or termination of this agreement, the Second party must submit all financial, performance and other reports required as a condition of this grant.

Cooperation

It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of the First Party in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any federal or state regulations, statues and guidelines with respect to the grant rests with the Second Party and as such, will ensure that every effort is made to honor that compliance guidance.

Exercise Evaluation and Improvement Reports

Any Second Party funded to provide exercises must report on any scheduled exercise and ensure that an After Action Report (AAR) and Improvements Plan (IP) are prepared for each exercise conducted with FEMA support (grant funds or direct support) and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise.

Required submissions: AARs and IPs (as applicable)

Financial and Compliance Audit Report

The Second Party agrees to submit each year, financial information on the total amount of federal funds expended. If the Second Party expends \$750,000 or more in total federal grant money during the sub recipient's fiscal year, an annual audit will be performed and a copy provided to the Kentucky Office of Homeland Security no later than 30 days after receipt of the final audit report. 2 CFR part 200, subpart F Audit of the States, Local Governments, and Non-Profit Organizations.

Monitoring

The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the First Party may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party. The Second Party agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Quarterly Reports

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The Second Party agrees to submit within 30 days after the end of each calendar quarter a written report on all programmatic and financial activities. Quarterly reports will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party.

Open Records

Request for information under the Kentucky Open Records Act which may reasonably lead to the discovery of any information related to homeland security records as defined by KRS 61 may not be disclosed without the written approval of the KOHS Executive Director.

Performance Timeline

Upon request by the First Party, the Second Party will provide summaries of progress made to date on this agreement. Should the First Party find the performance unacceptable, the First Party shall provide written notification and may cancel the agreement immediately.

Retention of Records

Records must be retained for three years from the day that the Kentucky Office of Homeland Security submits its final expenditure report for the federal grant funding this project.

Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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Second Party:

Signature

Title

Printed Name

Date

First Party:

Signature

Executive Director

Title

John W. Holiday

Printed Name

Date

Approved as to form and legality.

Agenda Action Form Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Kentucky League Of Cities (KLC) Insurance Services Safety Grant Application and Acceptance
- **M TOWNSEND**

Category: Municipal Order

Staff Work By: Mary Wurth, Martin Russell, Melanie Townsend

Presentation By: Melanie Townsend

Background Information: KLCIS Safety Grant Program is available to current members of KLCIS program with Workers' Compensation (WC) insurance coverage. This grant has a 50/50 matching funds requirement that will reimburse a city up to \$3,000 for prior-approved items/equipment that will reduce Workers' Compensation exposures.

For this funding cycle, Human Resources will request reimbursement of \$300 for attendance of 1 person at the KLC Safety Conference. The Parks Department will request reimbursement for staff training, personal protective equipment and safety signage in the amount of \$5944 with a reimbursement of \$2,700.

The maximum amount to be awarded is \$3,000.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to sign all necessary grant documents and approve the acceptance of any grant award that is offered by KLCIS.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2018-2019 MATCHING INSURANCE SERVICES SAFETY GRANT IN THE AMOUNT OF \$3,000 THROUGH THE KENTUCKY LEAGUE OF CITIES FOR REIMBURSEMENT FOR HUMAN RESOURCES DEPARTMENT PERSONELL ATTENDANCE AT THE KLC SAFETY CONFERENCE AND STAFF TRAINING, PERSONAL PROTECTIVE EQUIPMENT AND SAFETY SIGNAGE FOR THE PADUCAH PARKS DEPARTMENT, ACCEPTING ANY GRANT FUNDS AWARDED BY KLCIS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a 2018-2019 matching Insurance Services Safety Grant in the amount of \$3,000 from the Kentucky League of Cities. The grant will cover the cost of one Human Resources employee's attendance at the KLC Risk and Safety Conference in the amount of \$300 and reimbursement to the Parks Department for staff training, personal protective equipment and safety signage in an amount of \$2,700. The 50/50 matching requirement has been fulfilled by prior purchases related to reducing worker's compensation exposures.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the Kentucky League of Cities Insurance Services Safety Grant and authorizes the Mayor to execute the Grant Agreement and all related documents.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 26, 2019
Recorded by Lindsay Parish, City Clerk, March 26, 2019

\mo\grants\klc safety grant 2018-2019

Agenda Action Form

Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Adopt Interlocal Agreement with McCracken County for Rescue Services - **S KYLE**

Category: Ordinance

Staff Work By: Steve Kyle, Nathan Torian

Presentation By: Steve Kyle

Background Information: The City of Paducah Fire Department and McCracken County Rescue Squad have had an existing agreement for many years for the ability to work and respond together for different types of emergencies in the county. The last agreement was done in 2004 and it needs to be upgraded. The new attached agreement covers search and rescue activities and responses to fires on the river. Both agencies have reviewed and approved the agreement.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:

Account Number:

Staff Recommendation: Adopt agreement with McCracken County

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT FOR FIRE AND RESCUE SERVICES BETWEEN THE CITY OF PADUCAH, KENTUCKY, McCRACKEN COUNTY, KENTUCKY, AND THE PADUCAH-McCRACKEN COUNTY OFFICE OF EMERGENCY MANAGEMENT TO PROVIDE SERVICES RELATED TO FIRE AND RESCUE SERVICES

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

SECTION 1. That the Mayor is hereby authorized to execute an Interlocal Agreement for Fire and Rescue Services in substantially the form attached hereto and made part hereof (**Exhibit A**), between the City of Paducah, Kentucky, the County of McCracken, Kentucky, and the Paducah-McCracken County Office of Emergency Management (the “MCOEM”) to coordinate joint responses by the McCracken County Disaster Emergency Services Rescue Squad and the City of Paducah Fire Department to emergencies in Paducah and McCracken County. The term of this Agreement shall be for a period beginning on the effective date and ending on January 1, 2020. This Agreement shall automatically renew for an unlimited number of successive one (1) year renewal terms, unless terminated by the City, the County or the MCOEM.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 26, 2019
Recorded by Lindsay Parish, City Clerk, March 26, 2019
\\mo\interlocal agreement – Fire and Rescue Services

EXHIBIT A

**INTERLOCAL AGREEMENT
FOR FIRE AND RESCUE SERVICES**

THIS INTERLOCAL AGREEMENT made this _____ day of _____, by and between the City of Paducah, a city of the second class of the Commonwealth of Kentucky, (the “City”), McCracken County, Kentucky, (“County”), and the Paducah-McCracken County Office of Emergency Management (“MCOEM”).

WITNESSETH:

WHEREAS, the McCracken County Disaster and Emergency Services (DES) Rescue Squad is a rescue squad organized by the County and officially affiliated with the Paducah-McCracken County Disaster and Emergency Services organization under KRS 39F.120(9);

WHEREAS, the City of Paducah Fire Department is the municipal fire department for the City of Paducah and regularly performs water fire prevention, extraction and rescue operations in the City;

WHEREAS, the parties desire to coordinate joint responses by the McCracken County DES Rescue Squad and the City of Paducah Fire Department to water fire and rescue emergencies in Paducah and McCracken County; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained in the Agreement, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Requirements of Interlocal Agreement. This is an Interlocal Cooperative Agreement by and between the City, the County and the MCOEM entered into under the authority of the Interlocal Cooperation Act, KRS 65.210 *et seq.* Pursuant to KRS § 65.250, the purpose of this Agreement is as set forth in Section 2, *Purpose*. Its duration is as set forth in Section 3, *Duration*. Its method of Termination is set forth in Section 4, *Termination*. Its manner of administration is set forth in Section 5, *Administration*. No party to this Agreement shall be required to pay compensation to any other party for services rendered hereunder. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon a complete or partial termination of this Agreement. This Agreement shall be effective upon the later of the date above, or approval of this Agreement from the Attorney General or the Department for Local Government of the Commonwealth of Kentucky.

2. Purpose. Pursuant to the Interlocal Cooperation Act, KRS 65.210 *et seq.*, the City, County and MCOEM hereby enter into this Agreement to provide for a joint response by the McCracken County DES Rescue Squad and the City of Paducah Fire Department to water fire and rescue emergencies in the City of Paducah and McCracken County.

3. Duration. This Agreement shall remain in full force and effect for a period beginning on the effective date of this Agreement and ending on January 1, 2020. Unless notice of termination is given at least ninety (90) days before January 1 of each year, this Agreement shall automatically renew for an unlimited number of successive one (1) year renewal terms.

4. Termination. The City, the County or the MCOEM may terminate this Agreement with or without cause by providing ninety (90) days advance written notice. Any notice of termination or non-renewal given by one party shall in no way affect the agreement among the remaining parties to this Agreement.

5. Administration. This Agreement shall be administered jointly by the City of Paducah Fire Chief, the Paducah-McCracken County Emergency Management Director and the Paducah-McCracken County Search and Rescue (SAR) Coordinator. The City of Paducah Fire Department and the McCracken County DES Rescue Squad shall each liaison with the other to:

- a. establish a joint action plan for each incident;
- b. organize and facilitate joint training of personnel for responding to water-related Incidents;
- c. maintain and at least annually exchange a list of certified personnel qualified to respond to water related incidents; and
- d. maintain and at least annually exchange a list of equipment available for response to water related incidents.

6. Joint Response Incidents. The City of Paducah Fire Department and the McCracken County DES Rescue Squad shall jointly respond to any water-related Incident within any of the following geographic areas:

- a. Ohio River – between Dam 52 and Livingston Point (mile marker 939 to 933) on the Ohio River;
- b. Tennessee River –between the confluence of the Ohio and Tennessee Rivers to the US 60 Ledbetter bridge (mile marker 0 to 5.5); or
- c. Clarks River – between the confluence of the Clarks and Tennessee Rivers and the Clarks River Road Bridge in McCracken County.

An Incident shall be any of the following:

- a. Drowning or suspected drowning;
- b. Boat in distress, or reported boat sinking;
- c. Person overboard off a marine craft or vessel;
- d. Person injured on, by, or involving a marine craft or vessel;
- e. Person falling into a lake, pond, river, creek, stream or similar body of water;

- f. Person in distress due to flash flooding from a lake, pond, river, creek, stream
or similar body of water;
- g.
- h. River-based fire;
- i. Swift water or flood water rescue;
- j. Ice rescue;
- k. Search and rescue operations that involve a lake, pond, river, creek, stream
or similar body of water.
- l. Water rescue and recovery stand-by for planned events.
- m. Surface water rescue.
- n. Dive rescue operations.
- o. Injured person on a commercial or recreational vessel on a waterway.
- p. Disabled/lost vessel.
- q. Submerged vehicle.

The McCracken County DES Rescue Squad, or the Paducah-McCracken County SAR Coordinator may request a joint response or other assistance from the City of Paducah Fire Department for body recovery operations or any other event not described above, including any incident in or relating any lake, pond, creek, stream or similar body of water in the City of Paducah or McCracken County (other than the locations in the Ohio, Tennessee and Clarks Rivers for which a joint response is required above).

When acting under this agreement, the City of Paducah Fire Department shall be officially affiliated with the Paducah-McCracken County Disaster and Emergency Services Organization under KRS 39F.120(9).

7. Unified Command. The parties shall utilize a unified command structure in any joint response under this agreement.

8. Limitations, Duties, and Level of Services

a. Rendition of service, standards of performance, discipline of employees, and other matters incident to performance of services and control of personnel shall remain with each respective party.

b. Disputes and disagreements as to the level of services and standards of performance required of any party shall be reported to the party's chief officer for resolution.

c. The City of Paducah Fire Department shall have no obligation to provide an extra-jurisdictional response where when doing so could seriously jeopardize its emergency service status as determined by that party's chief available officer. In the event that the responding non-jurisdictional party becomes aware of an emergency within its jurisdiction, the non-jurisdictional party may, upon

coordination with other responding parties, recall whatever equipment and personnel as may be needed to respond to the emergency within its jurisdiction.

d. No party to this agreement shall be required to pay compensation to the any other party for services rendered under this agreement.

9. Liability-Indemnification. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of any party when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties outside their respective jurisdictions pursuant to this Agreement. The parties hereto, their respective officers and employees, shall be deemed not to assume any liability for the acts, omissions, and negligence of any other party. Except as otherwise provided, all liability for injury to personnel, and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment, and all parties shall carry sufficient insurance to cover all such liabilities. The cost of fuel and other expendable supplies shall be borne by the party incurring them. All compensation for personnel shall be borne by the party employing such personnel. All parties shall be held harmless against any and all third-party claims for bodily injury, sickness, disease, personal injury or death or damage to property or loss of use resulting from, arising out of this Agreement, or any, service provided by the other parties pursuant to this Agreement. All parties expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with applicable law.

10. Miscellaneous Provisions.

(a) This Agreement represents the entire understanding and agreement reached between the parties, and all prior covenants, agreements, presentations and understandings are merged herein.

(b) This Agreement shall not be modified or altered, except by written amendment approved by all parties hereto.

(c) Notices made or given by either party in connection with this Agreement must be in writing to be effective. They shall be deemed given if delivered personally (which includes notices given by messenger) or, if delivered by U.S. mail.

(d) The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Kentucky. The venue of any legal dispute shall be the courts of the Commonwealth of Kentucky.

(e) Any term or provision of this Agreement, which is invalid or unenforceable by virtue of any statute, ordinance, court order, court ruling, final administrative order or otherwise, shall be ineffective to the extent of such invalidity or

unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

(f) Each party binds itself, its successors, assigns and legal representatives to the other parties with respect to all covenants, agreements and obligations contained in this Agreement. No party shall assign this Agreement or any rights or obligations hereunder.

(g) No action or failure to act by any party will constitute a waiver of any right or duty of such party under this Agreement, nor will any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

11. Effective Date. This Agreement shall be effective on the date when this Agreement is executed by all undersigned parties after the approval by governing body of each.

IN WITNESS WHEREOF the parties hereto have set their hands on the date below written.

By: _____
Craig Z. Clymer, McCracken County, Kentucky Judge Executive

By: _____
Brandi Harless, Mayor of the City of Paducah, Kentucky

By: _____
Jerome Mansfield, Director of the Paducah-McCracken
County Office of Emergency Management

Agenda Action Form Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Authorize an Extension of Time to rehabilitate 421 North 5th Street - **T TRACY**

Category: Municipal Order

Staff Work By: Tammara Tracy

Presentation By: Tammara Tracy

Background Information: At the September 15, 2015 Paducah City Commission meeting, a proposal was submitted for the transfer and redevelopment of the last structure in the City-owned inventory of Lower Town. The proposal was approved by the Commission and the deed was transferred to and recorded at the McCracken County Courthouse on September 21, 2015. In compliance with Planning Department policy, the deed contained the customary eighteen month reversion clause.

Owners completed the stabilization, re-pointing of the brick and a new roof on the structure in September of 2016. The property also has been cleaned up and the non-historic deck removed from the front facade. At the time of transfer of 421 N. 5th Street, the owners had just begun an extensive rehabilitation project on two adjacent downtown historic properties at 224-226 Broadway. This was a substantial investment of approximate \$1,100,000. An extension of time was requested and granted on November 14, 2017 to allow the Broadway project to be completed first. As the Broadway project was reaching completion, complications arose during the review and awarding of the historic tax credits causing delays in financing. Now resolved and completed, the Broadway project has provided the City of Paducah with two new vibrant commercial businesses and four new residential upper story apartments in historic downtown.

The owners are requesting a second extension of time to complete the home restoration project at 421 North 5th Street. While delays in construction projects are common, the overarching objective is the rehabilitation and occupancy of the structure as quickly as possible. An additional extension of time needs to be accompanied by additional documentation to insure that adequate provisions are made to complete the project and that it can be monitored. The owners have provided that information indicating a completion by July 2020.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval of an extension time to July 31, 2020 to complete rehabilitation.

Attachments:

1. Municipal Order
2. MOU 421 N5thSt Time Extension

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH BRANDI HARLESS AND HUSBAND, ADAM MOYERS GRANTING AN EXTENSION OF TIME UNTIL JULY 31, 2020, FOR COMPLETING THE REHABILITATION OF REAL PROPERTY LOCATED AT 421 NORTH 5TH STREET

WHEREAS, Brandi Harless and husband, Adam Moyers (hereinafter called the “Owners”), purchased a parcel of real estate located at 421 North 5th Street from the City of Paducah by deed dated September 23, 2015 approved by Ordinance No. 2015-9-8299; and

WHEREAS, this property is located in the Lower Town Historical District (hereinafter referred to as “HARC”), and all proposals must meet the standards for historical rehabilitation promulgated by the Secretary of Interior and be approved by the Historical and Architectural Review Commission of Paducah, Kentucky; and

WHEREAS, this property contained a reversion clause that if the project is not completed within eighteen months from transfer, the property would revert to the City; and

WHEREAS, through efforts of the Owners regarding the 421 North 5th property, they have cleaned and stabilized the property, installed a new roof, repainted brick, anon-historic deck has been removed from the front of the structure; and

WHEREAS, the Owners requested and received a one-year extension of time ending upon November 14, 2018, approved by Municipal Order No. 2042; and

WHEREAS, the Owners also during this time period completed an extensive rehabilitation of downtown properties located at 224-226 Broadway which required their efforts and capital to be committed longer than anticipated; and

WHEREAS, to complete the rehabilitation of 421 North 5th Street additional time is necessary, which a detailed schedule submitted by the Owners projects a completion date of July 31, 2020, therefore the Owners request an extension of the reversion clause from the City; and

WHEREAS, the City of Paducah after reviewing the work done to stabilize and upgrade the structure and being cognizant of the completion of rehabilitation of the two structures on Broadway as set out above, agree to extend the period to July 31, 2020; and

WHEREAS, all parties involved have reached understandings and now wish to memorialize their understandings by entering into a written Memorandum of Understanding.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY as follows:

Section 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor Pro Tem of the City of Paducah, Kentucky, is hereby authorized and directed to enter into a Memorandum of Understanding (this “MOU”) between City and Brandi Harless and Adam Moyers granting an extension of time to July 31, 2020, to complete the rehabilitation of real property located at 421 North 5th Street in substantially the form attached hereto as Exhibit A and made a part hereof. It is hereby found and determined that this MOU is to be entered into in furtherance of proper public purposes of City and that it is necessary and desirable and in the best interests of City to enter into this MOU for the purposes therein specified.

Section 2. Severability. If any section, paragraph or provision of this Order 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 Order.

Section 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Order were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Order are, to the extent of such conflict, hereby repealed and the provisions of this Order shall prevail and be given effect.

Section 5. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

Richard Abraham, Mayor Pro Tem

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 26, 2019
Recorded by Lindsay Parish, City Clerk, March 26, 2019
\\mo\MOU-extension for 421 N 5th - 2019

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (Agreement) made and entered into on the ____ day of March, 2019, by and between the **City of Paducah**, (the "City") and **Brandi Harless and husband, Adam Moyers**, (the "Owners") of 421 North 5th Street.

WHEREAS, Brandi Harless and husband, Adam Moyers (hereinafter called the "Owners"), purchased a parcel of real estate located at 421 North 5th Street from the City of Paducah by deed dated September 23, 2015 approved by Ordinance No. 2015-9-8299; and

WHEREAS, this property is located in the Lower Town Historical District (hereinafter referred to as "HARC"), and all proposals must meet the standards for historical rehabilitation promulgated by the Secretary of Interior and be approved by the Historical and Architectural Review Commission of Paducah, Kentucky; and

WHEREAS, this property contained a reversion clause that if the project is not completed within eighteen months from transfer, the property would revert to the City; and

WHEREAS, through efforts of the Owners regarding the 421 North 5th property, they have cleaned and stabilized the property, installed a new roof, repainted brick, anon-historic deck has been removed from the front of the structure; and

WHEREAS, the Owners requested and received a one-year extension of time ending upon November 14, 2018 approved by Municipal Order No. 2042; and

WHEREAS, the Owners also during this time period completed an extensive rehabilitation of downtown properties located at 224-226 Broadway which required their efforts and capital to be committed longer than anticipated; and

WHEREAS, to complete the rehabilitation of 421 North 5th Street additional time is necessary, which a detailed schedule submitted by the Owners projects a completion date of July 31, 2020, therefore the Owners request an extension of the reversion clause from the City; and

WHEREAS the City of Paducah after reviewing the work done to stabilize and upgrade the structure and being cognizant of the completion of rehabilitation of the two structures on Broadway as set out above, agree to extend the period to July 31, 2020

NOW, THEREFORE, all parties involved have reached understandings and now wish to memorialize their understandings by entering into a written Memorandum of Understanding, the legal adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties do covenant and agree as follows:

A. Owners agree to the following:

1. Owners shall forthwith proceed to complete the rehabilitation as approved by the HARC Board.
2. Owners shall complete the project by July 31, 2020 or the terms set out in the reversion clause in the vesting deed.

If the above conditions are complied with by Owners,

B. CITY agrees to the following:

1. The City does hereby agree to amend the reversion clause to extend the period for Owners to complete the rehabilitation to July 31, 2020.
2. The City shall file for record a copy of this Memorandum to give notice of the modification of Owners' Deed In the McCracken County Court Clerk's Office.

C. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

1. **Assignment.** This Agreement shall be binding upon and shall be to the benefit of the parties hereto, and their respective legal representatives, heirs, successors and permitted assigns. The Owners shall not assign its rights and obligations hereunder, in whole or in part, without the prior consent of the City, but in no event, shall any assignment hereunder release or relieve Owners from any obligations of this Agreement for which Owners shall remain fully bound to City.

2. **Merger Clause.** It is agreed and understood between the parties that this Agreement represents the entire and exclusive agreement between the parties, and that all prior representations, covenants, warranties, understandings and agreements are merged herein. This Agreement may only be modified in a writing executed by all parties hereto.

3. **Construction.** This Agreement shall be governed and construed under the laws of the Commonwealth of Kentucky.

4. **Assurances.** The City and the Owners agree to execute such further documents and instruments as shall be necessary to fully carry out the terms of this Agreement.

5. **Amendments.** This Agreement may not be modified or amended unless by a writing signed by both parties hereto

6. **Execution and Delivery.** This Agreement shall be of no force or effect unless and until it shall have been executed by both the City and the Owners.

7. **Time.** All times referred to herein shall be strictly construed, as all of such times shall be deemed of the essence.

WITNESS signatures of the parties as of the year and date first above written.

CITY:

CITY OF PADUCAH, KENTUCKY

By _____
Richard Abraham, Mayor Pro Tem

OWNERS:

BRANDI HARLESS AND HUSBAND, ADAM MOYERS

By _____
Brandi Harless

By _____
Adam Moyers

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (Agreement) made and entered into on the _____ day of March, 2019, by and between the **City of Paducah**, (the "City") and **Brandi Harless and husband, Adam Moyers**, (the "Owners") of 421 North 5th Street.

WHEREAS, Brandi Harless and husband, Adam Moyers (hereinafter called the "Owners"), purchased a parcel of real estate located at 421 North 5th Street from the City of Paducah by deed dated September 23, 2015 approved by Ordinance No. 2015-9-8299; and

WHEREAS, this property is located in the Lower Town Historical District (hereinafter referred to as "HARC"), and all proposals must meet the standards for historical rehabilitation promulgated by the Secretary of Interior and be approved by the Historical and Architectural Review Commission of Paducah, Kentucky; and

WHEREAS, this property contained a reversion clause that if the project is not completed within eighteen months from transfer, the property would revert to the City; and

WHEREAS, through efforts of the Owners regarding the 421 North 5th property, they have cleaned and stabilized the property, installed a new roof, repainted brick, anon-historic deck has been removed from the front of the structure; and

WHEREAS, the Owners requested and received a one-year extension of time ending upon November 14, 2018 approved by Ordinance No. 2042; and

WHEREAS, the Owners also during this time period completed an extensive rehabilitation of downtown properties located at 224-226 Broadway which required their efforts and capital to be committed longer than anticipated; and

WHEREAS, to complete the rehabilitation of 421 North 5th Street additional time is necessary, which a detailed schedule submitted by the Owners projects a completion date of July, 2020, therefore the Owners request an extension of the reversion clause from the City; and

WHEREAS the City of Paducah after reviewing the work done to stabilize and upgrade the structure and being cognizant of the completion of rehabilitation of the two structures on Broadway as set out above, agree to extend the period to July 31, 2020

NOW, THEREFORE, all parties involved have reached understandings and now wish to memorialize their understandings by entering into a written Memorandum of Understanding, the legal adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties do covenant and agree as follows:

A. Owners agree to the following:

1. Owners shall forthwith proceed to complete the rehabilitation as approved by the HARC Board.
2. Owners shall complete the project by July 31, 2020 or the terms set out in the reversion clause in the vesting deed.

If the above conditions are complied with by Owners,

B. CITY agrees to the following:

1. The City does hereby agree to amend the reversion clause to extend the period for Owners to complete the rehabilitation to July 31, 2020.
2. The City shall file for record a copy of this Memorandum to give notice of the modification of Owners' Deed In the McCracken County Court Clerk's Office.

C. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

1. **Assignment.** This Agreement shall be binding upon and shall be to the benefit of the parties hereto, and their respective legal representatives, heirs, successors and permitted assigns. The Owners shall not assign its rights and obligations hereunder, in whole or in part, without the prior consent of the City, but in no event, shall any assignment hereunder release or relieve Owners from any obligations of this Agreement for which Owners shall remain fully bound to City.

2. **Merger Clause.** It is agreed and understood between the parties that this Agreement represents the entire and exclusive agreement between the parties, and that all prior representations,

covenants, warranties, understandings and agreements are merged herein. This Agreement may only be modified in a writing executed by all parties hereto.

3. **Construction.** This Agreement shall be governed and construed under the laws of the Commonwealth of Kentucky.

4. **Assurances.** The City and the Owners agree to execute such further documents and instruments as shall be necessary to fully carry out the terms of this Agreement.

5. **Amendments.** This Agreement may not be modified or amended unless by a writing signed by both parties hereto

6. **Execution and Delivery.** This Agreement shall be of no force or effect unless and until it shall have been executed by both the City and the Owners.

7. **Time.** All times referred to herein shall be strictly construed, as all of such times shall be deemed of the essence.

WITNESS signatures of the parties as of the year and date first above written.

CITY:

CITY OF PADUCAH, KENTUCKY

OWNERS:

BRANDI HARLESS AND HUSBAND, ADAM MOYERS

By _____
Richard Abraham, Mayor Pro Tem

By _____
Brandi Harless

By _____
Adam Moyers

Agenda Action Form

Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Tennessee RiverLine Pilot Community Program Application - **M THOMPSON**

Category: Resolution

Staff Work By: Mark Thompson, Katie Axt, Melanie Townsend

Presentation By: Mark Thompson

Background Information:

The Tennessee RiverLine is a vision for a continuous system of multi-modal trail experiences that provide users with continuous access to the 652-mile river and its 470,000 acre system of nine reservoirs, as well as the national and state parks, wildlife refuges, TVA recreational land and existing trails that line its banks. The Tennessee RiverLine is a strategic investment in economic, social and environmental infrastructure that has the potential to stimulate new economies, businesses and amenities that benefit diverse user groups and communities.

The Tennessee RiverLine Partnership includes tourism professionals, scholars, planners, agency leaders and non-profit leaders. The Partnership includes support of National Park Service, The Nature Conservatory, Tennessee Valley Authority, University of Tennessee School of Landscape Architecture, Tennessee Department of Health, City of Knoxville, River Discovery Center (Paducah, KY) and the Tennessee Aquarium.

Paducah, KY is designated as the terminus port for the Tennessee RiverLine. This program is a pilot program to engage river communities in order to gain valuable feedback regarding the vision, to begin understanding how the vision might benefit and be realized in individual communities. The Pilot Program includes a community leader workshop, a community engagement event, and research report submission, as well as other follow up.

The Tennessee RiverLine Partnership aligns with both the Park Master Plan and the City Strategic Plan in the area of waterfront development. Participation in the Tennessee RiverLine Partnership will allow Paducah to capitalize on a collaboration that encompasses the entire Tennessee River community.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): E-04: Continue developing the riverfront from the Carson Center to the Convention Center.

R-04: Create and promote new shoreline and river based recreation activities/competitions.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve resolution supporting Paducah's application to the Tennessee RiverLine Pilot Community Program and supporting Paducah's responsibilities if selected as a Pilot Community.

Attachments:

1. Tennessee Riverline Joint Resolution

COMMONWEALTH OF KENTUCKY
MCCRACKEN COUNTY FISCAL COURT
CITY OF PADUCAH, KENTUCKY
JOINT RESOLUTION NO. 2019-02

**A RESOLUTION ADOPTED JOINTLY BY THE
CITY OF PADUCAH, KENTUCKY AND THE
MCCRACKEN COUNTY FISCAL COURT STATING
SHARED SUPPORT OF BOTH ENTITIES IN THE
TENNESSEE RIVERLINE PILOT COMMUNITY
PROJECT AND THE SHARED INTENT OF BOTH
ENTITIES TO COMPLETE AN APPLICATION
FOR PARTICIPATION IN THE PROJECT**

WHEREAS, the City of Paducah and the McCracken County Fiscal Court have determined that cooperation between the two organizations is of benefit for both in order to utilize resources in an effective manner to better serve all residents; and

WHEREAS, Paducah's position at the confluence of the Tennessee River has played and continues to play an important role in the history, economy and lifestyle of residents of Paducah and McCracken County; and

WHEREAS, the Tennessee RiverLine is a vision for a continuous system of multi-modal trail experiences that provide users with continuous access to the 652-mile river and its 470,000 acre system of nine reservoirs, as well as national and state parks, wildlife refuges, TVA recreational land and existing trails that line its banks; and

WHEREAS, the Tennessee RiverLine is a vision of strategic investment in economic, social and environmental infrastructure that has the potential to stimulate new economies, businesses and amenities that benefit diverse groups and communities; and

WHEREAS, the City of Paducah in McCracken County is designated as the terminus of the Tennessee RiverLine; and

WHEREAS, the City of Paducah and McCracken County Fiscal Court believe that the Tennessee RiverLine is a worthwhile endeavor with great potential for improving the lives of residents of the area and increasing tourist exposure to the historical, cultural and recreational resources of the area; and

WHEREAS, the Tennessee RiverLine is currently accepting applications for the Tennessee RiverLine Pilot Community Program in which the City of Paducah and McCracken County Fiscal Court wish to participate.

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE CITY OF PADUCAH, KENTUCKY, AND THE FISCAL COURT OF MCCRACKEN COUNTY, COMMONWEALTH OF KENTUCKY, AS FOLLOWS:

Section 1. Statement of Intent to Apply For Participation in Program.

The Board of Commissioners of the City of Paducah and the McCracken County Fiscal Court hereby state their collective intent to complete the necessary application process for participation in the Tennessee RiverLine Pilot Community program.

Section 2. Statement of Support of Tasks Associated with Program.

The Board of Commissioners of the City of Paducah and the McCracken County Fiscal Court agree to jointly support the tasks associated with being designated as a Tennessee RiverLine Pilot Community.

Section 3. Compliance With Open Meetings Act.

The McCracken County Fiscal Court hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of said legislative body and that all deliberations of the Fiscal court, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Effective Date.

This Resolution shall become effective on _____.

MCCRACKEN COUNTY FISCAL COURT

CITY OF PADUCAH

Craig Z. Clymer
McCracken County Judge Executive

Brandi Harless
Mayor, City of Paducah, Kentucky

ATTEST:

ATTEST:

Julie Griggs, County Clerk

Lindsay Parish, City Clerk

Adopted by Fiscal Court: _____
Recorded by County Clerk: _____

Adopted by City Commission: _____
Recorded by City Clerk: _____

Agenda Action Form

Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Approve Addendum to Agreement for Demolition Services for Kresge Building - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt

Presentation By: James Arndt

Background Information: This is an addendum to the agreement for demolition services with Danny Cope & Sons Excavating to allow for partial payments per the percentage completed at the Kresge building demolition. This action authorizes and directs the Finance Director to make periodic payments to Danny Cope & Sons Excavating for the emergency demolition of the Kresge building, so long as the total partial payments do not exceed the amount previously approved by the City Commission, with approved change orders.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Kresge Demolition

Account Number: MR0073

Staff Recommendation: Approve the addendum to the agreement, authorize the Mayor to execute the addendum and declare an emergency to exist.

Attachments:

1. Ordinance & Addendum

ORDINANCE 2019-_____

AN ORDINANCE APPROVING AN ADDENDUM TO THE AGREEMENT FOR DEMOLITION SERVICES WITH DANNY COPE AND SONS EXCAVATING, LLC FOR EMERGENCY DEMOLITION SERVICES OF THE KRESGE BUILDING LOCATED AT 316, 318 & 320 BROADWAY; AUTHORIZING THE MAYOR TO EXECUTE THE ADDENDUM AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, the City Manager entered into an Agreement for Demolition Services on February 21, 2019 relating to demolition of the Kresge Building, on behalf of the City of Paducah with Danny Cope and Sons Excavating, LLC after determining that an emergency existed; and

WHEREAS, the Board of Commissioners ratified the Agreement for Demolition Services with Danny Cope and Sons Excavating, LLC, for the emergency demolition of the Kresge Building and the City Manager's written determination of an emergency on February 26, 2019; and

WHEREAS, the Original Agreement with Danny Cope and Sons Excavating, LLC stated that the City would make payment to Danny Cope and Sons Excavating, LLC in one lump sum following completion of the demolition work on the Kresge Building; and

WHEREAS, Danny Cope and Sons Excavating, LLC has informed the City of Paducah that, due to the costs associated with the demolition, including payments due to vendors, periodic payments, rather than one lump sum payment, are necessary for the continuation of the demolition process; and

WHEREAS, the City of Paducah has agreed to amend the Demolition Agreement to reflect a process whereby the City Manager is authorized to pay Danny Cope and Sons Excavating, LLC periodic payments throughout the demolition process so long as the total amount paid does not exceed the amount approved by the City Commission in the original Demolition Agreement and approved change orders.

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

SECTION 1. Authorizations & Recitals. The City hereby authorizes and approves an Addendum to the Agreement for Demolition Services, in substantially the same form attached hereto as **Exhibit A**, with Danny Cope & Sons Excavating, LLC, and

authorizes the Finance Director to make periodic payments to Danny Cope & Sons Excavating, LLC, pursuant to said Addendum, for the emergency demolition of the building located at 316, 318 & 320 Broadway, known as the Kresge Building, so long as the total partial payments do not exceed the amount previously approved by the City Commission, with approved change orders. Further, the Mayor is hereby authorized to execute the Addendum to the Agreement for Demolition Services. This expenditure shall be charged to Project Account # MR0073.

SECTION 2. Emergency Declared. Pursuant to KRS 83A.060, the City Commission suspends the requirement of a second reading of this ordinance. As grounds therefor, the City Commission does hereby declare an emergency to exist due to the need for immediate action to prevent public harm and property damage that could result from the instability of the building.

SECTION 3. Effective Date. This ordinance shall become effective immediately upon its adoption by affirmative vote of 2/3 or more of the legislative body.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced & Adopted by the Board of Commissioners March 26, 2019

Recorded by Lindsay Parish, Paducah City Clerk, March 26, 2019

Published by The Paducah Sun, _____

ORD\Emergency – Kresge Addendum to the Agreement for Demolition Services

Ordinance Prepared by Stacey Blankenship, KKHB

226603

EXHIBIT A

ADDENDUM TO THE AGREEMENT FOR DEMOLITION SERVICES

This **ADDENDUM TO THE AGREEMENT FOR DEMOLITION SERVICES** (hereafter “Addendum”) is hereby effective this ___ day of March, 2019 by and between **DANNY COPE & SONS EXCAVATING LLC** (hereinafter referred to as “Contractor”), and the **CITY OF PADUCAH, KENTUCKY** (hereinafter referred to as “City”) (collectively referred to as “Parties”) who hereby agree as follows:

WHEREAS, the Parties entered into an Agreement for Demolition Services (hereafter the “Demolition Agreement”) effective February 21, 2019 for the demolition of the building located at 318 Broadway in Paducah, Kentucky commonly referred to as the Kresge Building (hereafter the “Demolition Project”); and

WHEREAS, the Demolition Agreement provided for a lump sum payment to be paid by the City to the Contractor upon completion of the Demolition Project; and

WHEREAS, the Parties desire to amend the Demolition Agreement to permit periodic payments to Contractor as set forth under the terms of this Addendum.

NOW THEREFORE, for and in consideration of the foregoing, the undertakings of the Parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to amend the Demolition Agreement as follows:

3.5.1 Payment of the Contract Sum. At periodic intervals, the Contractor may submit an Application for Payment to the City requesting partial payment of the Contract Sum. The Application for Payment shall not be more than a reasonable estimate of the percentage of completion of the Demolition Project as of the date of the Application. The City shall review the Application for Payment and may consult with its structural engineer or other consultants. In the event the City disputes the amount requested in the Application for Payment, the Parties shall immediately confer in a good faith effort to resolve such dispute. In the event the Parties cannot mutually resolve the dispute, the City shall pay the amount for which it does not dispute.

3.5.2 Partial/Final Lien Waivers. As a condition of payment for any amounts requested in the Application for Payment, Contractor must include the following along with the Application for Payment:

- A. A partial conditional lien waiver from the Contractor in the form approved by the City for the total payment requested in the Application for Payment;
- B. A partial or final conditional lien waiver in the form approved by the City from all subcontractors or vendors on whose account the Contractor is seeking payment in the Application for Payment for the total amount of such payment requested;

- C. A partial unconditional lien waiver in the form approved by the City from the Contractor for the sum of all previously paid progress payments;
- D. A notarized statement from the Contractor certifying that: (1) the Application for Payment is correct; (2) the Contractor is not aware of any filed or threatened mechanics' or other liens; and (3) all due and payable bills with respect to the Work which has been paid in full or will be paid in full from the proceeds of the Application for Payment;
- E. The Contractor shall supply any other information substantiating Contractor's right to Payment as the City or its structural engineering consultant may request;
- F. The Contractor may include in an Application for Payment a request for payment on account of changes in the Work which have been properly authorized by a Change Order or Change Directive; and
- G. Contractor shall not request any sums on account of any subcontractor, vendor, materialmen or laborer for which it does not intend to pay from the proceeds requested in any Application for Payment.

3.5.2 Final Payment. The Contractor's right to payment for the final Application for Payment shall be conditioned upon City's final approval and acceptance of the Work. In addition, Contractor shall deliver final lien waivers from all subcontractors and materialmen on such forms as may be required by the City as well as a final lien waiver and release from the Contractor on such forms as the City may require.

3.5.3 Non Waiver. Unless specifically amended by the terms of this Addendum, all terms and conditions of the Demolition Agreement shall remain in effect and shall be fully binding upon the Parties.

IN WITNESS WHEREOF, the parties have, through their authorized representatives, executed this Addendum to the Agreement for Demolition Services as of the date first written above.

DANNY COPE & SONS EXCAVATING LLC

By _____ (Title) _____

Printed Name _____

Date _____

CITY OF PADUCAH, KENTUCKY

By _____ (Title) _____

Printed Name _____

Date _____

Agenda Action Form

Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Ridgewood Villas Phase II - **R MURPHY**

Category: Ordinance

Staff Work By: Maegan Mansfield

Presentation By: Rick Murphy

Background Information: The final plat for Ridgewood Villas Phase II has been approved by the Engineering Department and Planning Commission. Both Phase I and Phase II infrastructure were approved by engineering via letter on July 22nd, 2016. At this time, the final plat for Phase II and a letter of credit for \$100,000 have been submitted. Originally, a letter of credit for \$250,000 was submitted at the initiation of Phase I. This letter has been updated to extend the expiration date and to reduce the overall amount in order to account for infrastructure in place as of completion of Phase I.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the Final Plat of Subdivision for Ridgewood Villas Phase II. Authorize the Mayor to sign the plat and all related documents for execution.

Attachments:

1. Ordinance
2. Resolution
3. Sub Plans Approval Letter_07-22-2016
4. Paducah Bank - Irrevocable Letter of Credit no. 8083
5. Sheet 1 of 3_Final Plat of Sub. Ridgewood Villas Phase 2
6. Sheet 2 of 3_Final Plat of Sub. Ridgewood Villas Phase 2
7. Sheet 3 of 3_Final Plat of Sub. Ridgewood Villas Phase2

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 319 BLEICH ROAD; ACCEPTING THE DEDICATION OF RIGHT OF WAY; ACCEPTING PUBLIC UTILITY EASEMENTS; AND AUTHORIZING THE MAYOR TO SUBSCRIBE A CERTIFICATE OF APPROVAL ON THE PLAT

WHEREAS, the Paducah Planning Commission held a public hearing on March 2, 2015, and adopted a preliminary subdivision plan for property located at 319 Bleich Road; and

WHEREAS, by Resolution dated December 3, 2018, the Paducah Planning Commission recommends to the Board of Commissioners the adoption of an ordinance approving the revised final plat of subdivision of property of Ridgewood Villas Condominiums – Phase 2; and

WHEREAS, the City Engineer has received and approved an Irrevocable Letter of Credit in the amount of \$100,000, for surety as to the completion of public improvements, in accordance with the proposed subdivision plan and the City’s specifications.

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

SECTION 1. That a resolution adopted by the Paducah Planning Commission on December 3, 2018, entitled, “A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 319 BLEICH ROAD”, be approved as the final report of said Commission respecting the matters set forth therein.

SECTION 2. That the subdivision of said property shall be, and it is hereby, approved as shown on the plat referred to in said subdivision, which plat is entitled, “Final Plat of Subdivision & Establishment Ridgewood Villas Condominiums – Phase 2 Bleich Road & Lakewood Drive, Paducah, McCracken County, Kentucky”, and said property is hereby declared to be subdivided as shown on said plat.

SECTION 3. That the City hereby accepts Irrevocable Letter of Credit No. 8083 in the amount of \$100,000.00, for surety of the completion of the street, curbs, gutters and right-

of-way in the development that meets the minimum standards required by the City of Paducah Engineering Department pursuant to the City of Paducah Code of Ordinances.

SECTION 4. That the dedication of the public right-of-way and public utility easements shown on said plat shall be, and they are hereby, accepted and shall be maintained by the City of Paducah, but such acceptance shall not constitute an undertaking on the part of this Board or the City of Paducah, Kentucky, for the construction or improvements of said right-of-way. The Mayor is hereby authorized to subscribe a certificate of approval on the plat.

SECTION 5. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 6. This ordinance shall have two separate readings and will become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 12, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\plan\subd- Ridgewood Villas Phase 2

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED FINAL SUBDIVISION FOR PROPERTY LOCATED AT 319 BLEICH ROAD.

WHEREAS, a public hearing was held on March 2, 2015 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, all matters regarding the final plat have been made known to the Commission, and

WHEREAS, a final plat of said subdivision has been submitted to the Paducah Planning Commission, being entitled Ridgewood Villas Condominiums – Phase 2.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and Board of Commissioners the adoption of the final plat and the subdivision reflected thereon.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That said plat shall be released for recording purposes after favorable action by the Mayor and Commission upon this report.

SECTION 4. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.


Cathy Crececius, Chair

Adopted by the Paducah Planning Commission on December 3, 2018



CITY OF PADUCAH

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

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

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

July 22, 2016

Damon Turner, P.E.
SiteWorx Survey & Design, LLC
124 South 31st Street
Paducah, KY 42001

RE: Ridgewood Villas Subdivision

Dear Mr. Turner,

The Final Plat of Subdivision, the Subdivision Plans, the Erosion Prevention and Sediment Control Plan and the Stormwater Management Plan submitted for the above referenced subdivision have been reviewed and are approved subject to the following conditions:

GENERAL COMMENTS

1. The Developer will be responsible to employ a professional engineer to ensure the construction of all improvements required by the City of Paducah's Subdivision Ordinance are completed in accordance to the plans as approved by the City Engineer and in conformity with all applicable City standards. The Developer will be responsible for all field verifications and inspections and all costs incurred.
2. An Engineering Department's representative will be on site to periodically spot-check the construction in progress. The Engineering Department will not be held responsible for work that is not completed in accordance to the approved subdivision's construction plans.
3. ALL construction of public improvements to be dedicated to the City of Paducah, the quality of construction, materials, and testing shall equal or exceed the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction.
4. The Engineer of Record and the City Engineer shall approve all shop drawings, materials, etc. prior to ordering/purchasing these materials.
5. The responsibility of the construction of the improvements and the ownership and maintenance responsibilities during construction shall be those of the developer. Lack of installation of the facilities in accordance with all City requirements will result in the subdivision not being accepted.
6. Prior to final acceptance of the subdivision, a licensed professional engineer must submit the certification that all required improvements were constructed in accordance with the approved plans, specifications, and subdivision ordinance.
7. A one-year warranty period will begin for the entire system on the date of the acceptance letter of the City Engineer.
8. A final set of Construction As-Built plans may be required to be submitted at the completion of the project.
9. It shall be understood the City reserves the right to make field corrections as a result of inadvertent oversights, deficiencies or unforeseen errors to the plans as made evident during



EQUAL OPPORTUNITY EMPLOYER

construction of any project. It shall also be understood all financial responsibilities resulting from said field revisions will not include the City of Paducah's participation. If any revisions are required, said revisions shall be completed under the direct supervision and approval of the City Engineer's Office.

10. The approval herein shall not in any manner be interpreted as being any type of approval, statement or warranty concerning the location and/or extension of the depicted utility services. The Property Owner/Developer shall be responsible for obtaining the necessary approvals and permits for connections/extensions of utility services through the various utility companies. The approval of this site plan shall be construed as being in conformance with City Ordinance for the site plan requirements.

ROADWAY - CURB AND GUTTER

1. The developer's engineer/developer/contractor shall notify the City Engineer's office 48 Hours in advance of the following construction procedures:
 - a. Prior to the placing the D.G.A. Sub-base on any soil subgrade. (Proof rolling required)
 - b. Prior to pouring any curb and gutter placement. (Verification of positive drainage)
 - c. Prior to any asphalt base placement. (Proof rolling required)
2. A Kentucky Transportation Encroachment permit shall be obtained for work within the right of way of Bleich Road. The City of Paducah's approval regarding the access to this site is limited strictly to the location and dimensions noted on this plan. All materials, construction methods, standards, specifications and inspections shall be in accordance with the Kentucky Department of Highway District No. 1 Permit office. All questions pertaining to this entrance shall be directed to the Kentucky Department of Highway District No. 1 Permit office.
3. Three days prior to the start of construction, the developer will be required to call "Before You Dig" (BUD) Kentucky Underground Protection, Inc., 1-800-752-6007.
4. Traffic control shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.
5. Once field staking has been completed, the Engineer/Contractor shall notify the City Engineer's office for approval prior to constructing the curb and gutter.
6. When the contractor feels the DGA is ready for final inspection, this office will verify the prepared surface allows for the designed cross slope, as well as consistent and proper depth of asphalt.
7. No more than 24 hours immediately prior to paving, facilitate a proof roll utilizing, at minimum, a tandem truck with at least 20 tons.
8. At the time of completion of the curb and gutter, the Engineer/Contractor shall notify the City Engineer's office for approval of the work completed prior to the placement of asphalt.
9. Any pavement and/or curb and gutter grading resulting in water standing will be rejected, and corrected immediately. All costs associated with any necessary corrections shall be born by the developer. The City will not be responsible for any oversights made by the engineers or contractors.
10. All trench backfill within the City of Paducah's right of way shall be in accordance with the City of Paducah's Utility Roadway Trench Detail.
11. Trench Backfill for sanitary sewer and water line - 80 psi Flowable fill required if roadway is paved immediately following installation of roadway base. However, if roadway base is allowed to settle for a time period approved by the City Engineer, Flowable Fill will not be required and DGA can be used for backfill.
12. Verification of all required testing and inspection reports shall be submitted to this office by the Developer's Engineer to verify compliance of the approved construction of all public infrastructure. The Developer's Engineer shall also submit verification of all required testing and inspection reports to the appropriate public and private agencies to verify compliance of the construction.

13. Existing roadways damaged during construction shall be repaired to the City Engineer's satisfaction when construction is complete.
14. Prior to any deviation from the approved plans or specifications during construction, approval shall be obtained from the City Engineer in writing.

CONCRETE

1. All concrete constructed adjacent to existing asphalt pavement shall be 100% formed or slip-formed. Once the concrete construction is complete, a uniform pavement saw cut shall be made parallel to the newly constructed area and all material remaining between the saw cut and the newly constructed concrete shall be removed and new pavement constructed. The new pavement constructed shall consist of 8" of compacted DGA and 3" of Bituminous Surface Class I. The new concrete constructed shall not be poured against the roadside edge. **Concrete constructed directly against the roadside edge shall be rejected.**
2. It is the responsibility of the developer to construct sidewalks, curbs, gutters, and/or driveway entrance aprons as required by the City Engineer for this development. All construction shall comply with City of Paducah and ADA standards. ADA sidewalk ramps shall be constructed at street intersections.
3. It is the responsibility of the developer to repair and /or replace roadways, sidewalks, curbs, gutters, and/or driveway entrance aprons previously damaged or damaged during construction in accordance with City of Paducah and ADA standards.

PUBLIC UTILITIES

1. The Property Owner/Developer shall be responsible for obtaining the necessary approvals and permits for connections/extensions of utility services through the various utility companies.
2. Verification of all required testing, inspection reports and certifications shall be submitted to the appropriate public and private utility agencies by the Developer's Engineer to verify compliance of the approved construction.
3. A copy of the approval and acceptance by the public and private utility agencies shall be provided to the City Engineer prior to subdivision acceptance.

DRAINAGE & GRADING

1. The drainage pattern created by the development of this site shall be consistent with the previous stormwater drainage patterns or with the previously approved stormwater drainage plan. The adjacent property owners shall not realize any change in runoff to their property.
2. All pipe for storm sewer purposes within the City right of way shall be Bituminous Coated or Aluminized CMP inside and out or R.C.P., gage and class to be determined by depth. See KDOT Standard Drawing RDI-001-04.
3. The Kentucky Department of Transportation has a net zero stormwater increase policy on state right of way. The developer/owner/engineer shall be required to contact the Kentucky Department of Highway District No. 1 permit office at 270-898-2431 prior to commencement of this work in order to comply with K.D.O.T. drainage standards.
4. PVC and/or HDPE pipe depicted for storm sewer purposes shall not be allowed in the City's right of way.
5. Perpetuation of existing drainage not affected by the proposed project shall be maintained at all times.
6. All ditches disturbed during construction shall be returned to their original lines and grades. The improvement of this site shall not detour or obstruct the necessary drainage required.
7. Provisions for erosion control shall be implemented at each outlet pipe and/or concrete flume. Class II Rip-Rap shall be placed at the outlets of pipes and/or concrete flumes.
8. A one-foot absolute minimum with a two (2) foot desirable cover is required for all cross drains within the roadway. This cover does not include any portion of the roadway pavement structure

or the wall thickness of the pipe. The cover should be measured from the outside of the pipe wall. We request that the engineer certify that the proposed structures are adequate for standard truck traffic.

EROSION PREVENTION AND SEDIMENT CONTROL APPROVAL

The Erosion Prevention and Sediment Control Plan dated July, 2015 submitted by Damon Turner, P.E. was approved on October 20, 2015 in accordance with City of Paducah Code of Ordinances Chapter 50, Article IV "Erosion Prevention and Sediment Control" with the following conditions:

- All potential erosion shall be maintained and controlled within the development site in accordance with the approved EPSC plan.
- Applicable erosion control devices/measures shall be perpetually maintained during the construction phase of this project until a proper vegetative ground cover is established.

SWM APPROVAL

The Regional Stormwater Management Plan was submitted for this subdivision on October 14, 2015 by Damon Turner, P.E. is approved in accordance with Section 50 Article III - "Stormwater Conveyance and Management" with the following conditions:

1. **Section 50-155 (7) Construction Certification:** "Prior to final approval of the development, the licensed professional engineer must submit certification that the storm water management and conveyance facilities were constructed in accordance with the approved plan. Final approval shall also provide evidence of the recording of all storm water conveyance and management facilities deed restrictions, easements and rights-of-way. Any request for deviation from the approved plan during construction shall be submitted to the city plan review staff in writing for approval."
2. The Engineer shall verify that the detention facility has positive drainage with side slopes being at least 3:1 for the purpose of maintenance.
3. **The bottom of all detention basins shall be graded/sloped with a 1% grade directly to the outlet point to allow for continuous drainage. No flat bottom detention ponds will be accepted. The ENTIRE detention pond shall be maintained in a "LAWN STATE" for the duration of the detention pond.**

SUBDIVISION PLAT PROCESS

1. An Irrevocable Letter of Credit dated July 21, 2016, in the amount of \$250,000 has been submitted by Higdon Development, Inc., as surety for the public improvements and installations that are proposed to be dedicated to the City.
2. The subdivision and final plat can now be considered by the Board of Commissioners for acceptance of the dedicated right of way and public easements.
3. Subsequent to approval by the Board of Commissioners, the Final Plat of Subdivision will need to be recorded at the McCracken County Clerk's office.

PUBLIC IMPROVEMENT COMPLETION & ACCEPTANCE PROCESS

1. Subsequent to completion of the subdivision construction, a licensed professional engineer must submit a letter to the City Engineer stating that all required subdivision improvements, including all public improvements, monumentation, stormwater management system, etc., were constructed in accordance with the approved plans, specifications, and City of Paducah's Subdivision Ordinance.
2. Following receipt of the correspondence from the licensed professional engineer of the completion of the subdivision, a walk-through inspection can be scheduled. The notification of the walk-through meeting date and time shall be addressed to all parties concerned in writing.
3. Subsequent to the walk-thru, if all necessary items have been completed by the developer, a letter will be issued by this office stating that all improvements required by the City of Paducah's

Subdivision Ordinance have been completed in conformity with all City standards. A one-year warranty period will begin for the entire system on the date of the letter.

4. Until full subdivision acceptance by the City, the responsibility of the construction of the improvements and the ownership along with all maintenance responsibilities shall be those of the developer. Lack of installation of the facilities in accordance with all City requirements will result in the subdivision not being accepted.

FOLLOW-UP - CONCLUSIONS

Enclosed, please find a compact disk that contains the electronic version of the approved plans for your files along with a subdivision checklist documenting the current status of the subdivision in accordance with the City of Paducah's Subdivision Ordinance. If you have any questions regarding this matter, please call.

Sincerely,



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

RM:aw,eh

cc: Steve Ervin, Planning Director
Phil Higdon, Developer
Jason Goins, P.E. SiteWorx Survey & Design

**CITY OF PADUCAH
ENGINEERING DEPARTMENT**

SUBDIVISION CHECK LIST

FOR: RIDGEMOOD VILLA SUBD. * MO4

PUBLIC HEARING - PRELIMINARY SUBDIVISION PLAT 3-2-15

SUBDIVISION PLANS APPROVED BY EPW
STREET 07-22-16
SWM _____
OTHER _____

FINAL SUBDIVISION PLAT APPROVED BY P&Z 07-18-16

BONDING
TYPE LOFC
AMOUNT \$250,000
DATE 07-21-16
EXPIRATION 07-21-17

FINAL PLAT APPROVED BY BOARD OF COMMISSIONERS
Ord# _____
Date _____
Recorded _____

ROADWAY
SHOP DRAWINGS APPROVED _____
TESTING & INSPECTION REPORTS _____
ROADWAY - CURB & GUTTER _____
PAVEMENT MARKINGS _____
SIDEWALKS _____
MONUMENTS/PROPERTY CORNERS _____
AS-BUILTS (IF CHANGES HAVE BEEN MADE) _____
ENGINEER CERTIFICATION _____

STORMWATER MANAGEMENT
INSPECTION REPORTS _____
MAINTENANCE AGREEMENT _____
RECORDING INFO _____
AS-BUILTS (IF CHANGES HAVE BEEN MADE) _____
ENGINEER CERTIFICATION _____

UTILITIES - Approval and Acceptance Letter _____

PUNCH LIST _____

FINAL INSPECTION _____

READY FOR ACCEPTANCE _____

DATE OF ACCEPTANCE _____

ONE YEAR MAINTENANCE PERIOD _____

WOW

February 12, 2019

IRREVOCABLE LETTER OF CREDIT NO. 8083

City of Paducah
Engineering Department
City Hall
Paducah KY 42001

Dear Sir or Madam:

We hereby establish our Irrevocable Letter of Credit No. 8083 in your favor for the account of **Higdon Development, Inc.**, dated February 12, 2019, available by your drafts(s) on us at sight, up to the aggregate amount of **One Hundred Thousand Dollars and No/100 (\$100,000.00)**.

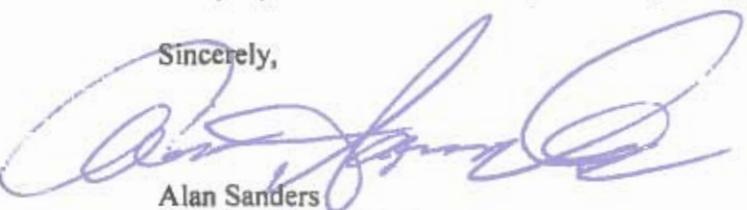
Drafts are not to be presented for collection unless construction of the streets, roads, curbs, gutters and right-of-way in the development known as Ridgewood Villas Phase 2 does not meet the minimum standards required by the City of Paducah Engineering Department. Each draft so drawn under this credit must be marked, "Drawn under The Paducah Bank and Trust Company, 555 Jefferson Street, Paducah, Kentucky, Credit No. 8083, dated February 12, 2019," and be accompanied by a signed statement from an authorized representative of the City of Paducah Engineering Department that Higdon Development, Inc. is in default of the road and infrastructure bond agreement with the City of Paducah Engineering Department and the amount drawn represents the balance required to properly construct the streets, roads, curbs, gutters and right of way in the development known as Ridgewood Villas, Phase 2.

This credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by an agreement in which this credit is referred to or to which this credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

This Letter of Credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590.

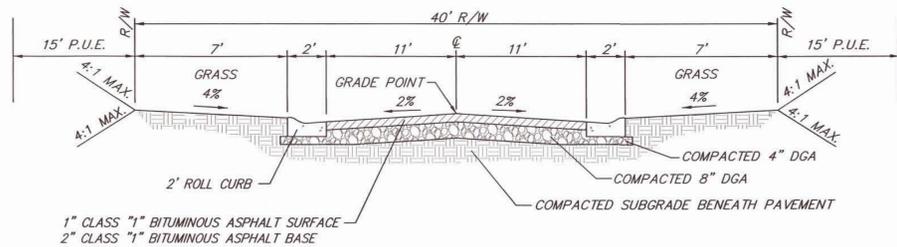
We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our main office, The Paducah Bank and Trust Company, 555 Jefferson Street, Paducah, Kentucky. This Letter of Credit expires February 12, 2020.

Sincerely,



Alan Sanders
Senior Vice President

PADUCAH BANK



VILLA RIDGE DRIVE
TYPICAL STREET SECTION 40' R/W
 NOT TO SCALE

CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN

I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE.

GIVEN UNDER MY SEAL THIS _____ DAY OF _____
 AND RECORDED IN PLAT SECTION _____, PAGE _____

McCRACKEN COUNTY COURT CLERK DEPUTY COURT CLERK

PROFESSIONAL ENGINEER'S CERTIFICATE

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THESE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS OF THE RIDGEWOOD VILLAS CONDOMINIUMS AS THEY EXISTED AT THE TIME OF THIS SURVEY, AND THAT THIS PLAT MEETS THE REQUIREMENTS SET FORTH IN KRS 381.9141.

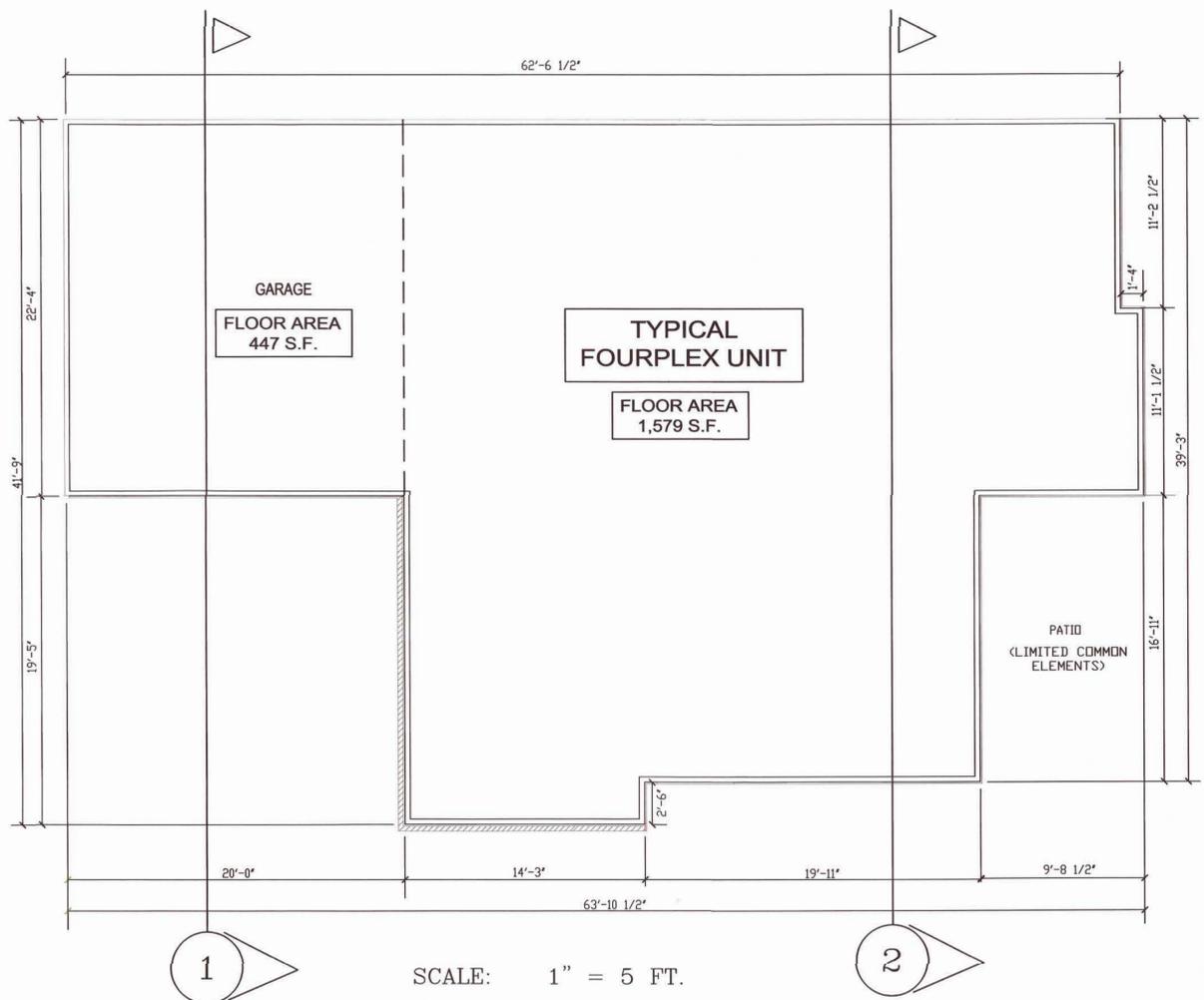
Damon J. Turner
 DAMON J. TURNER, KY P. E. #24501
 DATE: 12-3-18



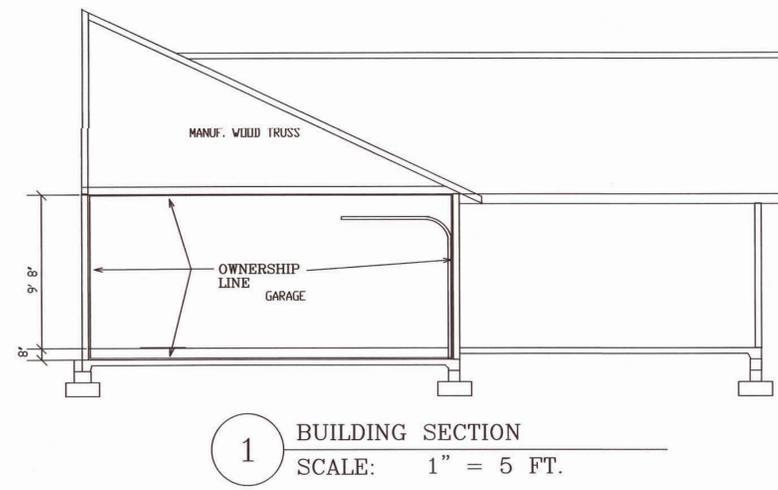
CONDOMINIUM UNIT DIMENSIONS AND OWNERSHIP LINES

NOTE: 4 UNITS PER STRUCTURE
 OWNERSHIP LINE = INTERIOR UNFINISHED CEILING, INTERIOR UNFINISHED FLOOR, AND INTERIOR UNFINISHED WALL

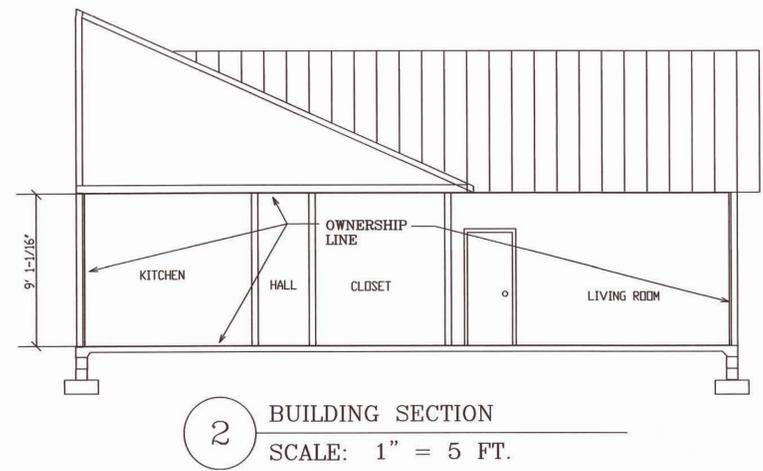
NOTE: DIMENSIONS SHOWN BELOW ARE TO OUTSIDE OF BUILDING LINE
 NOTE: DIMENSIONS ARE SHOWN FOR PATIO AREA AND OR SCREENED PATIO ENCLOSURE



SCALE: 1" = 5 FT.



1 BUILDING SECTION
 SCALE: 1" = 5 FT.



2 BUILDING SECTION
 SCALE: 1" = 5 FT.

siteworx
 SURVEY & DESIGN, LLC
 124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
 www.siteworxdesign.com

FINAL PLAT OF SUBDIVISION & ESTABLISHMENT
CONDOMINIUM DEVELOPMENT & DEDICATION
RIDGEWOOD VILLAS CONDOMINIUMS - PHASE 2
BLEICH ROAD & LAKEWOOD DRIVE
PADUCAH, McCRACKEN CO., KY

PROJECT NO. : 13106
 DATE: DECEMBER 3, 2018
 DRAWN BY: JLG & DJT

REV.	DESCRIPTION

SHEET
2
 OF 3

CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN

I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE.
 GIVEN UNDER MY SEAL THIS _____ DAY OF _____
 AND RECORDED IN PLAT SECTION _____, PAGE _____

McCRACKEN COUNTY COURT CLERK DEPUTY COURT CLERK

PROFESSIONAL ENGINEER'S CERTIFICATE

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THESE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS OF THE RIDGEWOOD VILLAS CONDOMINIUMS AS THEY EXISTED AT THE TIME OF THIS SURVEY, AND THAT THIS PLAT MEETS THE REQUIREMENTS SET FORTH IN KRS 381.9141.

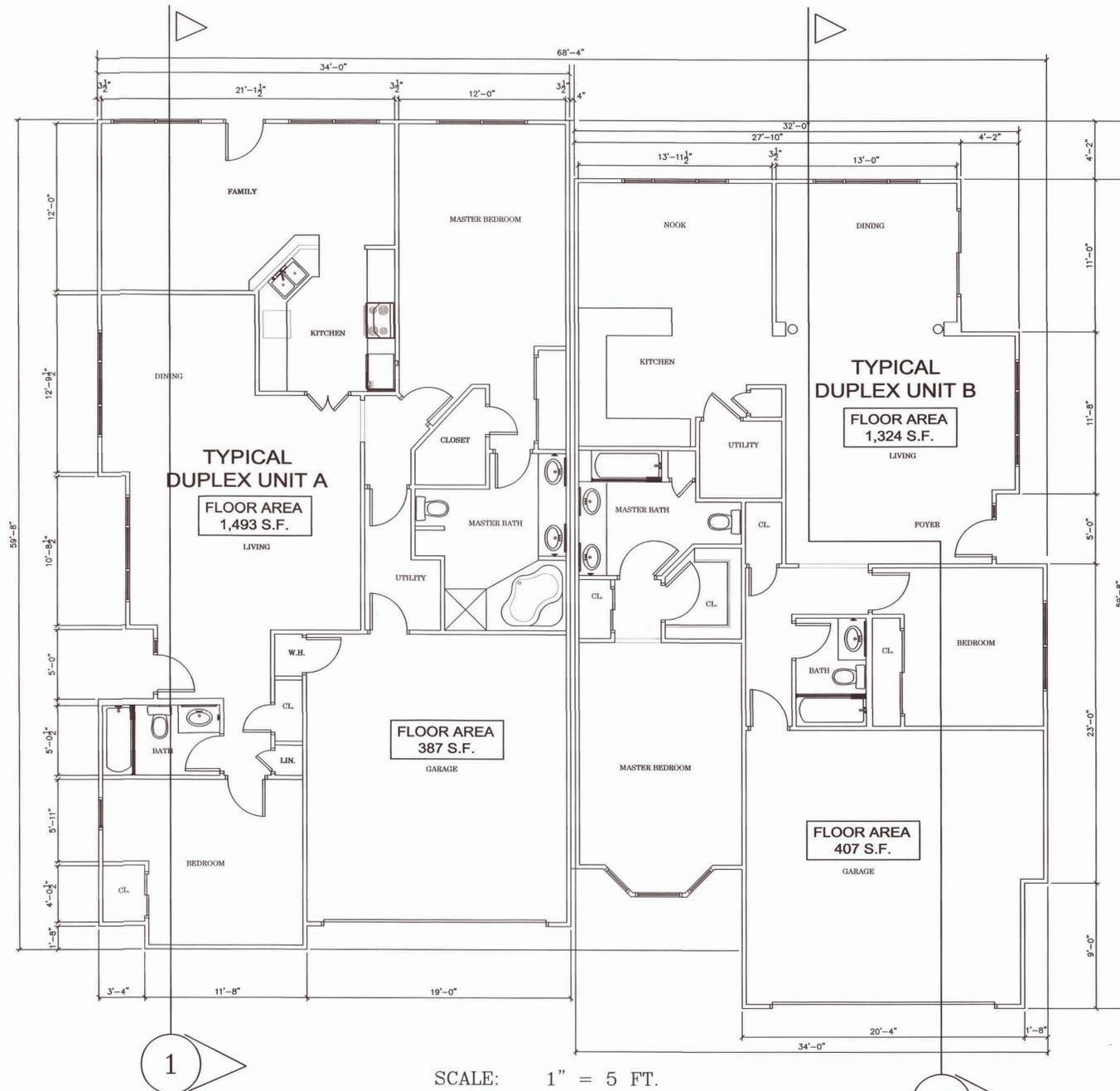
Damon J. Turner
 DAMON J. TURNER, KY P. E. #24501
 12-3-18
 DATE



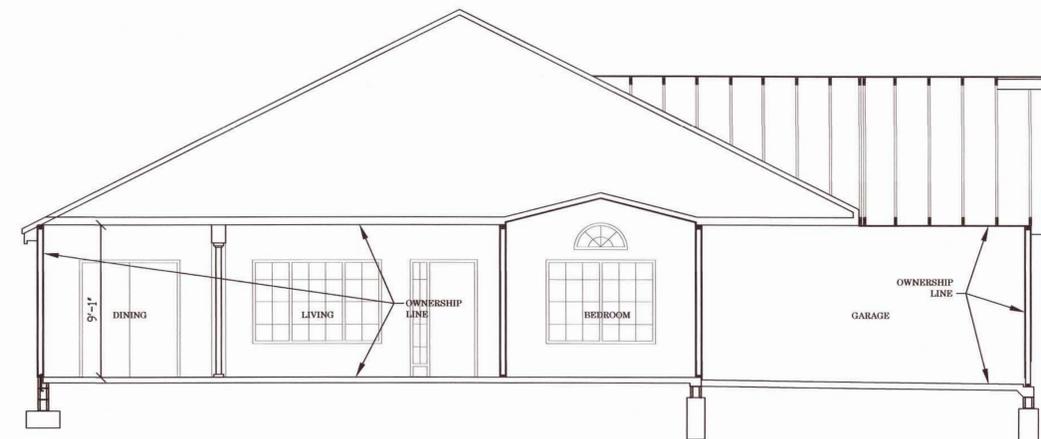
CONDOMINIUM UNIT DIMENSIONS AND OWNERSHIP LINES

NOTE: 2 UNITS PER STRUCTURE
 OWNERSHIP LINE = INTERIOR UNFINISHED CEILING, INTERIOR UNFINISHED FLOOR, AND INTERIOR UNFINISHED WALL

NOTE: DIMENSIONS SHOWN BELOW ARE TO OUTSIDE OF BUILDING LINE
 NOTE: DIMENSIONS ARE SHOWN FOR PATIO AREA AND OR SCREENED PATIO ENCLOSURE



1 BUILDING SECTION
 SCALE: 1" = 5 FT.



2 BUILDING SECTION
 SCALE: 1" = 5 FT.

siteworx
 SURVEY & DESIGN, LLC
 124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
 www.siteworxdesign.com

FINAL PLAT OF SUBDIVISION & ESTABLISHMENT
 CONDOMINIUM DEVELOPMENT & DEDICATION
 RIDGEWOOD VILLAS CONDOMINIUMS - PHASE 2
 BLEICH ROAD & LAKEWOOD DRIVE
 PADUCAH, McCRACKEN CO., KY

PROJECT NO.: 13106
 DATE: DECEMBER 3, 2018
 DRAWN BY: JLG & DJT
 REV. DESCRIPTION

SHEET
3
 OF 3

ALL RIGHTS RESERVED - SITEWORK SURVEY & DESIGN, LLC. RESERVES ALL RIGHTS TO THE INFORMATION SHOWN HEREON. THESE PLANS MAY NOT BE REPRODUCED OR COPIED WITHOUT THE EXPRESS WRITTEN CONSENT OF SITEWORK SURVEY & DESIGN, LLC.

Agenda Action Form Paducah City Commission

Meeting Date: March 12th, 2019

Short Title: Contract Amendment #1: Marcum Engineering Services: City Hall Rehabilitation Project

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:

Marcum Engineering, LLC is contracted by the City of Paducah to provide design and construction administration services on the City Hall Rehabilitation Project. The original contract for design and construction administration was a lump sum fee of \$337,000 and went into effect on 03/13/2017. Since the original contract date, civil, landscape, and lighting services were added to the scope of the project. Also, the project encountered some unknowns through the construction process, which resulted in more construction administration time than originally estimated. At this point in time, Marcum Engineering is requesting additional fees for services provided as follows:

- 1.) Fee for added civil, landscape, and lighting services to the project.
 - a. **Additional Fee Request: \$18,000**
- 2.) Fee for facilitating the window changes and coordination with Kentucky Heritage Council.
 - a. **Additional Fee Request: \$4,100**
- 3.) Fee for additional services provided upon discovery of asbestos containing materials found within the atrium ceiling finish and subsequent ceiling replacement.
 - a. **Additional Fee Request: \$18,200**
- 4.) Fee for additional services provided for podium concrete changes.
 - a. **Additional Fee Request: \$5,700**
- 5.) Fee for additional services due to time extension requested by A&K Construction.
 - a. **Additional Fee Request: \$6,000**
- 6.) Fee for additional services provided when the project team determined it would be necessary to meet biweekly instead of monthly.
 - a. **Additional Fee Request: \$7,500**

The total requested amount for additional services is **\$59,500**. We recommend approval of this contract amendment in order to pay for overages incurred by the design team on this project.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: City Hall Phase I
Improvements
Account Number: PF0076-001-20000-20002
Project Number: PF0076

Finance

Staff Recommendation:

Authorize the Mayor to modify the contract with Marcum Engineering, which increases Marcum Engineering’s contract by \$59,500.00 for City Hall design and construction administration services. This will increase their total contract amount to \$396,500.

Attachments:

MO #1963, Marcum Engineering Contract, Change Order Request, Marcum Engineering Additional Professional Services Letter

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

ORDINANCE 2019-____ - _____

AN ORDINANCE APPROVING CONTRACT AMENDMENT NO. 1 WITH MARCUM ENGINEERING , LLC, FOR A PRICE INCREASE IN THE AMOUNT OF \$59,500.00 FOR ADDITIONAL SERVICES FOR THE CITY HALL PHASE I PROJECT

WHEREAS, the City Commission approved Municipal Order No. 1963 on April 25, 2017, to enter into a contract with Marcum Engineering for Engineering and Architectural Professional services in the lump sum amount of \$337,000.00 plus reimbursable expenses for the City Hall Phase I Project; and

WHEREAS, Amendment No. 1 to the Contract is now required for additional services which were added to the scope of the project; and

WHEREAS, the sum of the additional fees create a net increase to the contract of \$59,500, for a total contract price of \$396,500.00.

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

SECTION 1. The Mayor is hereby authorized to execute Contract Amendment No. 1 with Marcum Engineering for additional services in a total amount of \$59,500.00 for a total contract price of \$396,500. Additional Services provided include the following:

- Added civil, landscape and lighting services - \$18,000
- Facilitation of window changes and coordination with the Kentucky Heritage Council - \$4,100
- Additional services provided upon discovery of asbestos containing materials found within the atrium ceiling finish and subsequent ceiling replacement - \$18,200
- Additional services provided for podium concrete changes - \$5,700
- Additional services due to time extension requested by A & K Construction - \$6,000
- Additional services provided for biweekly meetings instead of monthly - \$7,500

SECTION 2. This expenditure shall be charged to the City Hall Phase I Improvements Account Number PF0076-001-20000-20002.

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:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners March 12, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, Paducah City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\Contract Amendment – Marcum Engineering City Hall Phase I



AIA[®] Document B102[™] – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Thirtieth day of March in the year Two Thousand and Seventeen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Paducah
300 South 5th Street
Paducah, KY 42003

and the Architect:

(Name, legal status, address and other information)

Marcum Engineering, LLC
500 South 17th Street
Paducah, KY 42003

NOTE: All further references to Architect shall be inferred to mean Engineer.

for the following Project:

(Name, location and detailed description)

Paducah City Hall Improvements – Phase 1
Paducah, Kentucky

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1952807001)

TABLE OF ARTICLES

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- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Engineering and Architectural professional services for the following improvements to City Hall: canopy stabilization and façade repairs; roof replacement; window replacement; and HVAC source equipment replacement

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See attached "Certificate of Liability Insurance"

.2 Automobile Liability

See attached "Certificate of Liability Insurance"

.3 Workers' Compensation

See attached "Certificate of Liability Insurance"

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4 Professional Liability

See attached "Certificate of Liability Insurance"

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (*Specify*)

§ 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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User Notes:

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Lump Sum Fee of \$337,000 (Three Hundred Thirty Seven Thousand Dollars and No Cents)

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of Ten percent (10 %) of the expenses incurred.

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§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

Not applicable.

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One and One Half Percent % 1.5

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

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information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not applicable.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:

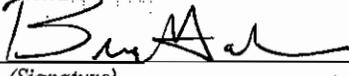
.3 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Certificates of Liability Insurance
2017 Professional Services Rate and Reimbursement Schedule

This Agreement entered into as of the day and year first written above.

OWNER

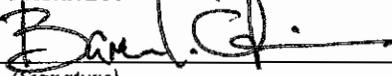


(Signature)

Bruce Harless, Mayor

(Printed name and title)

ARCHITECT



(Signature)

Baccus L. Oliver Principal/Engineer

(Printed name and title)

init.



MARCUM
ENGINEERING, LLC

500 South 17th Street
P.O. Box 120
Paducah, KY 42002-0120
Phone (270) 444-9274; Fax (270) 443-1904
www.marcumengineering.net

2017 PROFESSIONAL SERVICES RATE AND REIMBURSEMENT SCHEDULE

PRINCIPAL	\$130.00/HR
PROJECT MANAGER	\$120.00/HR
PROJECT ENGINEER I	\$ 86.00/HR
PROJECT ENGINEER II	\$ 80.00/HR
ENGINEER	\$ 70.00/HR
CONSTRUCTION ADMINISTRATOR	\$ 83.00/HR
SENIOR DESIGNER	\$ 88.00/HR
DESIGNER	\$ 73.00/HR
SENIOR DRAFTER	\$ 55.00/HR
DRAFTER	\$ 50.00/HR
CLERICAL	\$ 45.00/HR
MILEAGE – Subject to Change Based on IRS Guidelines	\$ 0.55/MI
PREAPPROVED TRAVEL EXPENSES (incl. mileage, lodging, and meals)	REIMBURSEMENT OF FURNISHED RECEIPTS
REPRODUCTION OF PLANS	\$ 0.30/FT. ² INHOUSE or PRINTER'S INVOICED AMOUNT PLUS 15%
REPRODUCTION OF SPECIFICATIONS	\$ 0.30/SHEET INHOUSE or PRINTER'S INVOICED AMOUNT PLUS 15%
COURIER SERVICE (UPS, FEDEX, ETC.)	INVOICED AMOUNT PLUS 15%
PLAN SETS FOR BUILDING CODE REVIEW	APPLICATION FEE PLUS 15% AND REPRODUCTION COSTS
SCANNED DOCUMENTS	\$3.50/SHEET

1. SCHEDULE IS EFFECTIVE BEGINNING JANUARY 1, 2017.
2. PREAPPROVED OVERTIME IS 1.5 TIMES RATE. SUNDAYS AND HOLIDAYS EXCLUDED.

DESCRIPTIONS (Continued from Page 1)

Endorsement ILE1037 is included on the General Liability coverage part. When required by written contract and subject to all terms, provisions and conditions of the insurance policy : 1) Certificate holder is included as an Additional Insured for the purpose of the General Liability coverage part and/or 2) General Liability coverage part shall be primary and non-contributory.

MUNICIPAL ORDER NO. 1963

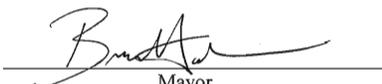
A MUNICIPAL ORDER APPROVING AN AGREEMENT WITH MARCUM ENGINEERING, LLC FOR ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES FOR THE CITY HALL IMPROVEMENTS PHASE I PROJECT IN THE LUMP SUM OF \$337,000 PLUS REIMBURSABLE EXPENSES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1. The City hereby approves an agreement with Marcum Engineering, Inc., for engineering and architectural professional services for the City Hall Improvements Phase I project which includes canopy stabilization and façade repairs; roof replacement; window replacement; and HVAC source equipment replacement . Further, the Mayor of the City is hereby authorized to execute the Agreement.

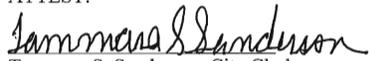
SECTION 2. The City shall compensate Marcum in a lump sum amount of \$337,000 for the professional services plus reimbursable expenses. Said compensation paid by the City shall be funded through the City Hall Building Renovation – Phase I project account FP0076, account number 040-0102-511-2307.

SECTION 3. 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, April 25, 2017
Recorded by Tammara S. Sanderson, City Clerk, April 25, 2017
\\mo\agree-arch & eng services-Phase I City Hall

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Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the fourth day of March
in the year Two Thousand Nineteen (2019)
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Paducah
300 South 5th Street
Paducah, Ky. 42003

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

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500 South 17th Street
Paducah, Ky. 42003

for the following Project:
(Name, location and detailed description)

Paducah City Hall Improvements--Phase 1
Paducah, Kentucky

The Owner and Architect agree as follows.

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§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment

suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation Or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Lump Sum Fee of \$396,500.00 (Three Hundred Ninety-Six Thousand, five Hundred Dollars and No Cents).

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of Ten percent (10 %) of the expenses incurred.

§ 6.3 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

Not Applicable

§ 6.4 Payments to the Architect

§ 6.4.1 An initial payment of

(\$ Zero (0.00)) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One and One Half-Percent% 1.5%

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not applicable

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Certificates of Liability Insurance
2017 Professional Services Rate and Reimbursement--Schedule--

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Brandi Harless Mayor
(Printed name and title)

 3/5/2019

ARCHITECT (Signature)

Baccus L. Oliver--Principal/Engineer
(Printed name and title)



February 11, 2019

Mr. Rick Murphy, P.E.
City of Paducah
300 South 5th Street
P.O. Box 2267
Paducah, KY 42002-2267

Re: Additional Professional Services
Exterior Restoration Project
Paducah City Hall
City of Paducah
Marcum No. 17519

Dear Rick,

Now that the project is nearing completion, we can propose our Additional Professional Services for a one-time fee adjustment. We have reviewed the entire project and have identified all the services that exceeded the scope of the Contract between the City of Paducah and Marcum Engineering.

Following is a list of proposed fees and the associated additional services that have occurred since the Contract signing of 3/13/2017:

1. **\$18,000** fee for added civil, landscape, and lighting services to the project at a construction cost of approximately \$384,000.
2. **\$4,100** fee for facilitating the window change and coordination with Kentucky Heritage Council to save approximately \$218,000 in construction cost.
3. **\$18,200** fee for additional services for the ACM found within the Atrium ceiling finish and ceiling replacement at a construction cost of approximately \$218,000.
4. **\$5,700** fee for additional services for Podium concrete changes for a net savings of approximately \$151,000 in construction cost.
5. **\$6,000** fee for additional Construction Administration services for a one-month extension of construction time.
6. **\$7,500** fee for additional services for seven (7) intermediate construction meetings.

Re: Additional Professional Services
Exterior Restoration Project
Paducah City Hall

The total for the Additional Professional Services above is \$59,500. As requested, Item 1 was reduced by \$12,700 to the current \$18,000 amount. As discussed, this will be a one-time adjustment and no additional fees should be warranted to finish the project.

Thank you for allowing Marcum Engineering to be of service for this important project. If you have any questions or concerns about this proposal, please contact me at (270) 444-9274.

Sincerely,

MARCUM ENGINEERING, LLC



Baccus L. Oliver, PE, CxA, LEED AP
Principal/Project Manager

ACCEPTANCE:

City of Paducah

Name: Brandi Harless, Mayor

Sign.: _____

Date: _____

Marcum Engineering

Name: Baccus Oliver, Principal

Sign.:  _____

Date: 3/5/2019 _____

Agenda Action Form

Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Approve Change Order No. 1 for Kresge Building Demolition - **J ARNDT**

Category: Ordinance

Staff Work By: Greg Cherry, James Arndt, Lindsay Parish, Stacey Blankenship
Presentation By: James Arndt

Background Information: On February 19, 2019, several bricks fell from the façade of the former Kresge Building which created a public safety hazard. The structural engineer assigned to the Kresge Building Demolition Project, Gardner Engineering Consultants, confirmed that the Kresge Building poses a threat to human life, as well as property damage, and recommended an emergency demolition of the facility.

The City Commission approved a demolition agreement with Danny Cope and Sons Excavating, LLC, by Ordinance 2019-2-8561 on February 26, 2019.

During demolition, an issue was encountered by Danny Cope and Sons that was not apparent until demolition began. Support brackets are now needed to add additional support to the adjoining structure while demolition continues, per the engineer's request. The additional work breaks down as follows:

- Material \$4,000
- Welding \$4,680
- Labor \$5,480.00

The total cost of the Change Order is \$14,160 which brings the total Demolition Services Agreement to \$587,160. Because work needs to continue on demolition for public safety reasons, the Mayor will sign the Change Order. This action is to approve the Change Order and ratify the Mayor's signature on the Change Order.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Kresge Demolition

Account Number: MR0073

Staff Recommendation: Approve and ratify the Mayor's signature on a Change Order for the Demolition Services Agreement with Danny Cope & Sons.

Attachments:

1. Kresge Demolition Change Order No. 1

ORDINANCE 2019-____ - _____

AN ORDINANCE APPROVING A CHANGE ORDER TO THE AGREEMENT FOR DEMOLITION SERVICES WITH DANNY COPE AND SONS EXCAVATING, LLC, RELATING TO THE KRESGE BUILDING LOCATED AT 316, 318 & 320 BROADWAY IN AN AMOUNT OF \$14,160.00 AND RATIFYING THE MAYOR'S EXECUTION OF SAID CHANGE ORDER

WHEREAS, on February 19, 2019, several bricks fell from the façade of the former Kresge Building which created a public safety hazard; and

WHEREAS, the structural engineer assigned to the Kresge Building Demolition Project, Gardner Engineering Consultants, confirmed that the Kresge Building posed a threat to human life, as well as property damage, and recommended an emergency demolition of the facility; and

WHEREAS, the City Manager made a written determination that an emergency existed, with that declaration of emergency being ratified by the City Commission on February 26, 2019; and

WHEREAS, the City Manager entered into an Agreement for Demolition Services on February 21, 2019, on behalf of the City of Paducah with Danny Cope and Sons Excavating, LLC for \$573,000, with that Agreement being ratified by the City Commission on February 25, 2019 by Ordinance No. 2019-2-8561; and

WHEREAS, during demolition, an issue was encountered by Danny Cope and Sons that was not apparent until demolition began, resulting in a Change Order to the original Agreement being necessary, increasing the total cost of demolition from \$573,000 to \$587,160;

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

SECTION 1. Authorizations & Recitals. The City hereby authorizes and approves Change Order No. 1, attached hereto as **Exhibit A**, with Danny Cope & Sons Excavating, LLC, in an amount of \$14,160.00 which hereby increases the total amount of the cost of demolition of the building located at 316, 318 & 320 Broadway, known as the Kresge Building from \$573,000 to \$587,160. Further, the City hereby ratifies the Mayor's execution of the Change Order to the Agreement for Demolition Services. This expenditure shall be charged to Project Account # MR0073.

SECTION 2. Effective Date. 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:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners _____, 2019
Adopted by the Board of Commissioners _____, 2019
Recorded by Lindsay Parish, Paducah City Clerk, _____, 2019
Published by The Paducah Sun, _____, 2019
ORD\Kresge Demolition Change Order No. 1
Ordinance Drafted by Stacey Blankenship, Edited by Lindsay Parish

226073

EXHIBIT A

DANNY COPE & SONS EXCAVATING LLC

530 SHARPE SCHOOL RD. - CALVERT CITY, KY 42029
(270) 898-7636 270-462-4399

CHANGE ORDER

TO City of Paducah

PHONE _____ DATE 3-12-19
JOB NAME/LOCATION Kresge Building Demolition
318 Broadway
Paducah Ky. 42001

JOB DESCRIPTION:

> Welding support brackets to steel beams in wall next to
Regions Bank building. These brackets will support steel beams
so they can be unbolted to remove and set damage
wall to remain. There are eighteen beams to brace before removal

Material @ 4000.00
Welding @ 4680.00
Labor @ 5480.00

Approved by: Brandi Hartless, Mayor

> Signature:

Date:

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE.
IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL
PRICE INCREASE OR ADDITIONAL LABOR AND MATERIALS WHICH MAY
BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE
WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED JOB COST \$ 14,160.00

ESTIMATED BY Danny Cope

Agenda Action Form

Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Repeal Paducah Water Rates Ordinances - **B ROBERTSON**

Category: Ordinance

Staff Work By: Bill Robertson , Alex Blackwell
Presentation By: Bill Robertson, Tillman Burnett

Background Information: Over the past eight years the cost to comply with Federal water quality regulations, increased pensions costs, increased electricity costs and a general decline in water use per customer have reduced net operating revenue to a point that Paducah Water has insufficient revenue to properly operate and maintain their facilities. The current rate structure does not provide adequate revenue to meet existing needs or provide funding to replace water meters or remove of lead service lines within the distribution system.

The current declining block rate structure sells water to large users at a price below the average cost of service. This situation results in smaller users subsidizing large users.

This ordinance is proposed to repeal the current ordinances setting water rates in order for new rates to be enacted.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance repealing the following ordinances related to Paducah Water Rates:

Ordinance No. 2001-10-6420

Ordinance No. 2003-3-6631

Ordinance No. 2009-11-7629

Ordinance No. 2009-11-7630

Ordinance No. 2010-6-7692

Attachments:

1. Ordinance

ORDINANCE NO. 2019-4-_____

ORDINANCE REPEALING ORDINANCE NO. 2001-10-6420, ORDINANCE NO. 2003-3-6631, ORDINANCE NO. 2009-11-7629, ORDINANCE NO. 2009-11-7630, AND ORDINANCE NO. 2010-6-7692.

WHEREAS, this Ordinance will repeal Ordinance No. 2001-10-6420, Ordinance No. 2003-3-6631, Ordinance No. 2009-11-7629, Ordinance No. 2009-11-7630, and Ordinance No. 2010-6-7692 in their entirety; and

WHEREAS, the aforementioned ordinances had previously been used to set water rates and charges for water provided by The Paducah Water Works to its customers; and

WHEREAS, subsequent to the passage of this ordinance, the City plans to enact an ordinance which will instate the applicable water rates and fees.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PADUCAH AS FOLLOWS:

SECTION 1. Repeal of Ordinances. Upon the publication and on the effective date of this ordinance, the following ordinances will be repealed in their entirety:

Ordinance No. 2001-10-6420

Ordinance No. 2003-3-6631

Ordinance No. 2009-11-7629

Ordinance No. 2009-11-7630

Ordinance No. 2010-6-7692

SECTION 2. Effective Date. 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, Lindsay Parish

Introduced by the Board of Commissioners, _____, 2019

Adopted by the Board of Commissioners, _____, 2019

Recorded by City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

ORD\PWW Repeal Water Rate Ordinances

Ordinance by Alex Blackwell, Denton Law Firm

Agenda Action Form Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Approve New Paducah Water Rates - **B ROBERTSON**

Category: Ordinance

Staff Work By: Bill Robertson, Alex Blackwell
Presentation By: Bill Robertson, Tillman Burnett

Background Information: Over the past eight years the cost to comply with Federal water quality regulations, increased pensions costs, increased electricity costs and a general decline in water use per customer have reduced net operating revenue to a point that Paducah Water has insufficient revenue to properly operate and maintain their facilities. The current rate structure does not provide adequate revenue to meet existing needs or provide funding to replace water meters or remove of lead service lines within the distribution system.

The current declining block rate structure sells water to large users at a price below the average cost of service. This situation results in smaller users subsidizing large users.

The proposed rates include an initial flat rate per customer increase of \$2.00 the first F.Y. with additional increases of \$1.00 per customer in F.Y. 2020 and 2021. The proposed flat rate increases will provide sufficient revenue to operate and maintain the system. The proposed rates will also eliminate the largest rate block so that all water is sold at a price that is above the average cost of service. The rate block elimination change will be revenue neutral.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt the ordinance setting the new rates for Paducah Water Works.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-4-_____

AN ORDINANCE ESTABLISHING NEW WATER RATES AND CHARGES FOR WATER PROVIDED BY THE PADUCAH WATER WORKS TO ITS CUSTOMERS

WHEREAS, pursuant to Section 114.298 of the Paducah Code of Ordinances, the Commissioners of Waterworks (“Water Commission”) has full authority and control over the operation of the Paducah Water Works (“PWW”), and the water treatment facility and distribution system related thereto (“Facilities”), subject to the rates and charges that are promulgated by the City Commission; and

WHEREAS, by reason of such authority, the Water Commission is charged with the responsibility of maintaining the Facilities in a sound and operable condition that is compliant with all federal and state water quality laws, and with the responsibility of making repairs, replacements, or improvements that are necessary to preserve and protect the reliability and legal compliance of those Facilities; and

WHEREAS, PWW is experiencing extraordinary increases in the cost for electricity, pension system contributions, and operating costs associated with Stage 2 Disinfection Byproducts Rule compliance, as well as a decrease in water sales per customer; and

WHEREAS, the Water Commission has adopted plans to locate and eliminate all lead service lines in the distribution system, and replace water meters so that all customers receive a monthly bill based on a monthly reading; and

WHEREAS, to carry out these responsibilities, the Water Commission has evaluated the physical condition and capability of the Facilities and determined that the current rate structure will not generate sufficient revenue to maintain the Facilities; and

WHEREAS, the Water Commission has evaluated the current rate structure and determined that the rates do not accurately account for the cost of providing service to minimum consumption customers or for providing water to customers who consume large volumes of water and are charged for usage in the “all over 1,000,000 gallons” per month rate block; and

WHEREAS, to provide sufficient revenue to operate and maintain the Facilities the Water Commission has recommended the City Commission approve and adopt revisions to two of the seven rate blocks and adopt a “Flat Fee per Customer” over a three year period, the specifics of which are contained in this ordinance; and

WHEREAS, an ordinance was passed repealing all prior ordinances and amendments which proscribed the water rates and charges to be charged by Paducah Water Works to its customers; and

WHEREAS, the passage of this Ordinance will instate a new rate and fee schedule to be charged by Paducah Water Works.

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

Section 1. Acceptance of Rate Increases. The City accepts the recommendation of the Commissioners of Waterworks to implement the new rate and charges structure as set forth herein.

Section 2. Rate Schedule and Fees. The rate schedule and fees for all customers of Paducah Water Works are available online and on file at the Paducah Water Works office. These schedules of fees include:

- a. Rate Schedule;
- b. Minimum Monthly Charges;

- c. Fire Protection Fees;
- d. Connection Charges; and
- e. Capital Replacement and Expansion Fees.

These rates and fees will be reviewed annually during the budgeting process and will be adjusted from time to time based upon the Mixed Inflation Index to fund the payment of inflation increases and other unfunded costs of operation as discussed in detail in Section 6. All schedules of fees and charges which are posted online and available on file at the Paducah Water Works office will reflect any such adjustments which have been made.

Section 3. Water Rate for Industrial Customers. The Commissioners of Waterworks shall be authorized to negotiate and set the water rates for water consumption by industrial customers utilizing in excess of 1,000,000 gallons of water per month, which rates shall thereafter be ratified and adopted by ordinance

Section 4. Water Rate for West McCracken Water District. Pursuant to Ordinance No. 2015-8-8280, a contract was entered into between Paducah Water Works and the West McCracken Water District which provides the rates which Paducah Water Works will charge the West McCracken Water District. These rates were previously approved by the Public Service Commission of Kentucky.

Section 5. Flat Charge Per Customer. A “Flat Charge Per Customer” will be charged in addition to other applicable fees charged to Paducah Water Works customers as follows:

<u>Effective July 1, 2019</u>	<u>\$2.00 per month</u>
<u>Effective July 1, 2020</u>	<u>\$3.00 per month</u>
<u>Effective July 1, 2021</u>	<u>\$4.00 per month</u>

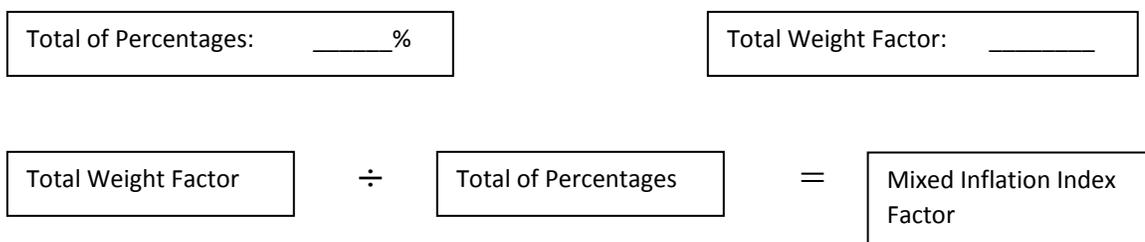
The Flat Charge Per Customer shall become effective on the designated effective date, and shall be added to the water charges and fees that are contained in water bills rendered on or after that effective date. These fees shall be in addition to regular charges for water services. These fees shall remain in effect for subsequent years until amended or rescinded by subsequent ordinance. The Water Commission shall have the authority to revise these fees in the same manner as rates and other charges, based on the Mixed Inflation Index Factor.

Section 6. Revision of Rates and Charges. The Water Commission shall have the right and authority to make annual adjustments to the rates and charges under this Ordinance to pay for inflation-related price increases and other unfunded costs of operation. In making those adjustments, the Water Commission shall utilize the “Mixed Inflation Index Factor” that is defined in the computation schedule set forth under this Section, using the calendar month of March as the determinative factor being the initial base month. Each annual adjustment shall be made effective on July 1 of the calendar year in which the adjustment is made, and shall be incorporated in all water bills rendered from and after that effective date. The “Mixed Inflation Index Factor” shall be calculated in accordance with the method that is provided in the following computation schedule:

**COMPUTATION OF
MIXED INFLATION INDEX FACTOR**

CLASSIFICATION FACTOR OF PWW COSTS	% OF PWW COSTS		INFLATION INDEX STANDARD	WEIGHT
• Capital Improvements	_____ %	x	Construction Cost Index (Engineering News Record)	= _____
• Wages & Benefits	_____ %	x	Consumer Price Index (for S.E. Urban Region)	= _____
• Utilities	_____ %	x	Utility Index (Bureau of Labor Statistics)	= _____
• Chemicals	_____ %	x	Chemical Manufacturing Index	= _____

(Bureau of Labor Statistics)



The terms used in this computation schedule shall be defined and used in accordance with the following provisions:

“PWW Costs” shall mean the overall costs and expenses of PWW’s operation, including costs of improvements.

“Classification of Costs”: The Classification of Costs identifies the four (4) specific cost items that will be utilized in determining the Mixed Inflation Index Factor.

“% of PWW Costs”: The Percentage of PWW Costs is the percentage of PWW Costs that is attributable to each cost item that is identified in the classification. The percentage amount for a cost item shall be determined by dividing the sum total costs under that cost item by the total amount of the PWW Costs.

“Inflation Index Standard”: The Inflation Index Standard identifies the index standard that will be used to determine the inflation factor for each cost item. The inflation factor of a cost item shall be measured by the Index Standard that is designated for that item, and shall be based on the reporting source that is ascribed to that standard.

“Weight Factor”: The Weight Factor is the weight that is assigned to each cost item to compute the overall Mixed Inflation Index Factor. The Weight Factor for a cost item shall be determined by multiplying the “% of PWW Costs” of that item by the “Inflation Index Standard” that is designated for that item.

“Total of Percentages” shall mean the sum total of the “% of PWW Costs” that is allocated to the cost items.

“Total Weight Factor” shall mean the sum total of the “Weight Factors” that are assigned to the cost items.

“Mixed Inflation Index Factor” is determined by dividing the “Total Weight Factors” by the “Total of Percentages”.

Section 7. Sales Tax. The foregoing rates and charges do not include any applicable sales tax. Any applicable sales tax shall be added to each bill as a separate charge.

Section 8. Connection Charges. As to new customers of the Paducah Water Works within the City and County, the connection charges for each customer shall be based upon a fee schedule determined by the Commissioners of Waterworks. Connection charges shall be uniformly applicable to all customers. The fee schedule to be determined by the Commissioners of Waterworks shall approximate the actual costs incurred by the Paducah Water Works regarding connections.

Section 9. Customer Pays Cost of Running Lines on His Premises. Each customer is responsible for constructing and bearing the cost of running his water line from the building located on his premises to the point in his property line or easement where such water service has been brought or to such other point to which such water line has been brought by the City to serve his premises. The construction of said private lines shall be in accordance with the Paducah Water Works regulation for materials and construction.

Section 10. Indemnification and Supervision. Each property owner shall indemnify the City of Paducah and Paducah Water Works from any loss or damage

that may directly or indirectly be occasioned by the construction of a water line from the respective premises to the point where the Paducah Water Works has brought such line or lines, and all water connections shall be made under the supervision of the Paducah Water Works.

Section 11. All Customers Metered: No Free Service. It shall be mandatory for all customers of the Paducah Water Works to be metered. No one shall receive or be entitled to free water service without paying the full rates herein specified. If any person is discovered using water from fire connections for any purpose other than fire purposes, such person shall be charged for such water at the applicable rates prescribed in Section (2) above, and shall further be required, at his own expense, to install a meter on such connection.

Section 12. Records and Audits. That the rates and charges for use of and services rendered by the Paducah Water Works shall be billed and collected by the Utility, and the full amount of the proceeds for such service shall be deposited as received and set aside into the water revenue fund designated, in such manner as the Water Works may require, but subject to any different designation which may be in any ordinance relating to the issuance of Revenue Bonds. The records of the Paducah Water Works with respect to charging, billing, collecting and accounting for water service shall be audited at least once each twelve months by an independent Certified Public Accountant, and a report thereof shall be filed with the city clerk, or such report shall be filed in such manner and at such other time or times as may be provided in any ordinance relating to the issuance of Revenue Bonds. The cost of such audit shall be classified and paid as an expense of operation and maintenance of the Water Works.

Section 13. Severability. If any clause, provision, paragraph or section of this Ordinance shall be ruled void or unenforceable by any court of competent jurisdiction, the remainder hereof is intended to be enacted and shall be in full force and effect notwithstanding.

Section 14. Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are to the extent of such conflict, hereby repealed.

Section 15. This Ordinance shall be read on two separate days and will become effective upon publication in full pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

City Clerk, Lindsay Parish

Introduced by the Board of Commissioners, _____, 2019
Adopted by the Board of Commissioners, _____, 2019
Recorded by City Clerk, _____, 2019
Published by *The Paducah Sun*, _____, 2019
ORD\ PWW New Water Rates & Fees 2019
Ordinance by Alex Blackwell, Denton Law Firm

Agenda Action Form Paducah City Commission

Meeting Date: March 26, 2019

Short Title: Adopt City of Paducah Addressing Standards - **S KYLE**

Category: Ordinance

Staff Work By: Steve Kyle, Greg Cherry, Chad Clark
Presentation By: Steve Kyle

Background Information: Based upon review of current systems and processes in preparation of the implementation of a new ERP system, an indication arose that some sort of standardized addressing system was needed to continue to be able to implement MUNIS. In order to import the data from our old system, it had to be “cleaned up” to minimize errors during import. We reviewed over 17,000 local addresses during the process and found a multitude of errors, duplications, inconsistencies, and improper entries, and thus realized that something needed to be done to prevent future problems in MUNIS. We discovered that each department had its own way of entering addresses rather than a standardized method. This lack of a standardized method was a large concern because of emergency response agencies not having consistent addressing. In an effort to correct these inconsistencies, an addressing standard was developed and is being presented for adoption. It was also discovered that the Fire Prevention Division needed to be able to create and change these addresses based on where projects are in the process. As a result, the responsibility of addressing is being transferred from the Engineering Department to the Fire Department.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: To approve City of Paducah Addressing Standards and transfer responsibility for addressing to the Fire Department.

Attachments:

1. Ordinance
2. Paducah Addressing Standards 03 19 19

CITY OF PADUCAH
ORDINANCE NO. 2019-__ - _____

**AN ORDINANCE AMENDING CHAPTER 46,
FIRE PREVENTION AND PROTECTION,
SECTIONS 46-4 to 46-30, AND 46-34 OF THE
CODE OF ORDINANCES OF THE CITY OF
PADUCAH, KENTUCKY**

WHEREAS, this Ordinance amends Chapter 46, Sections 46-4 to 46-30, and Section 46-40 of the *Code of Ordinances of the City of Paducah, Kentucky*; and

WHEREAS, this Ordinance is being enacted to create standard addressing for properties and buildings in the City of Paducah.

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

SECTION 1. That Sections 46-4 to 46-30, are hereby amended and restated to read as follows:

Sec. 46-4. - Penalty.

Whoever violates any provision of this chapter for which another penalty is not already otherwise provided shall be guilty of a misdemeanor and shall, upon conviction, be subject to a fine of not more than \$500.00, or imprisonment for not more than thirty (30) days, or both, for each offense.

(1) For notification of fines and penalties see KRS 227.336

(2) Any fee collected under the provisions of this section by the Fire Prevention Division shall be payable to the City of Paducah. KRS 227.336 (3)

(3) For appeals see section 46-34.

(Code 1996, § 95.99; Code 1997, § 46-4)

State Law reference— Penalty for ordinance violations, KRS 83A.065 .

Secs. 46-5—46-9 46-30. - Reserved.

Sec. 46-10. Property Addressing; Purpose and Intent.

This Ordinance hereby adopts use of a comprehensive addressing standard, entitled “City of Paducah Addressing Standard” and provides authority for the administration, enforcement and amendment thereof. The addressing standard describes the regulation of addresses for all properties and buildings within the legal limits of the City of Paducah. The objective of the

addressing standard is to establish an efficient, uniform, and intuitive identification system of parcels and buildings for emergency response services and the general public.

Sec. 46-11. Addressing Property and Buildings; Display of Identifiers.

- (1) Parcels and Buildings within the City of Paducah shall be assigned an official address by the Fire Department, Fire Prevention Division. Existing addresses to be deleted and new addresses to be established will be assigned as a part of the plat review process. The Engineering Public Works Department will assign addresses for new subdivisions, waiver of subdivisions, and any other projects submitted via plat. The Engineer or Surveyor of Record shall ensure all addresses and/or address revisions are shown on plats prior to approval of plat by the City of Paducah.
- (2) The Fire Prevention Division shall maintain an address data-base containing the official addresses. The Fire Prevention Division is hereby empowered to prescribe, adopt, promulgate, and enforce rules and regulations relating to any matter or thing pertaining to the administration and enforcement of the provisions of sections 46-10 through 46-14, and that are not otherwise inconsistent with this section.
- (3) All buildings and leasable/salable portions of such buildings with separate and direct exterior entrances shall have the address permanently and prominently displayed at the expense of the owners thereof.
- (4) Minimum Criteria: Any address identifier required to be posted pursuant to sections 46-10 through 46-14 shall comply with the requirements established in the Kentucky Building Code and the City of Paducah Addressing Standards.
- (5) No private access easement shall be addressed without the prior approval of the Fire Department, Fire Prevention Division.
- (6) The Fire Prevention Division shall furnish owners of property, or their authorized agents, with information necessary for placing identifiers on their parcels and/or building or unit, and shall, when required, give notification of the proper identifier applicable to any parcel and/or buildings.
- (7) The City of Paducah Addressing Standards are available in the City Clerk's office.

Sec. 46-12. New Buildings.

When any person shall build upon any parcel within the legal limits in the City, such person shall, prior to construction/permitting of such building, apply to the Fire Department, Fire Prevention Division for an address to be placed on site. Once the appropriate building permit(s) is issued, the owner of the property is required to post the assigned address(s) for the site on a temporary sign that is visible from the street, until such time as the permanent address can be

displayed in accordance with the requirements of this section. Completion of final address display is due prior to final inspection for occupancy.

(Code 1968, § 28-47; Code 1996, § 101.48; Code 1997, § 98-94; Ord. of 8-10-2009)

Sec. 46-13. Address Revisions.

- (1) Whenever, in the opinion of the Fire Prevention Division, it shall become necessary or advisable to readdress any or all parcels and buildings, the Fire Prevention Division shall designate the address for all such properties and buildings, and notify the owners and/or occupants.
- (2) The Fire Prevention Division will assign revised addresses as required for parcels and buildings. Any changes or modifications to parcels and/or buildings will require a submittal documenting such changes so that the Fire Prevention Division can give notice of such change, update or modification to all affected parties. Engineering Public Works Department will assign building and property revised addresses related to subdivisions, waiver of subdivisions and commercial developments as those related plats originate in the Planning Department with Engineering Public Works oversight.
- (3) Any property owner requesting a change or modification to a parcel or building address shall be responsible for the payment of all costs incurred as a result of the change or modification. All such requests shall be submitted in writing to the Fire Prevention Division and shall be reviewed and subject to the approval by the Fire Prevention Division.
- (4) A request for an address change is subject to a fee of \$100.00.

Sec. 46-14. Maintenance of Address Display; Defacement; Noncompliance, Penalties.

- (1) The Fire Prevention Division is authorized to require the owner of any business or residential parcel or building within the City to replace or repair a damaged or missing address display or identifier at the expense of the owners thereof. Fire Prevention Division may issue notices of violations to enforce sections 46-10 through 46-14 and such violations may be enforced as civil offenses pursuant to the procedure set forth in section 46-4.
- (2) Violations. The following shall constitute violations:
 - (a) The failure of any owner of a business or residential structure to affix an address or property identifier, or any part thereof, upon a structure or other device, within thirty (30) business days of notification by the Fire Prevention Division;
 - (b) Defacing, moving, or removing by any person, any address or property identifier, or any part thereof, in such a way to cause the address not to be clearly visible and identifiable at all times during daylight hours, including, but not limited to, obstruction preventing visibility;

(c) Naming a private access easement without the prior approval of the Fire Prevention Division, or

(d) Placing or causing to be placed any sign bearing an identifier not approved by the Fire Prevention Division, upon any private access easement.

Sec. 46-15 – 46-30 Reserved.

SECTION 2. That Section 46-34, is hereby amended and restated to read as follows:

Sec. 46-34. - Appeals.

All final decisions of the Fire Prevention Division, Fire Chief, or his or her designee shall be appealable to the Building, Electrical and Fire Codes Appeals Board (Section 18-123) pursuant to the procedures adopted by the City.

(Code 1996, § 95.13; Code 1997, § 46-34; Ord. No. 92-1-4709, 1-14-1992; Ord. No. 2003-2-6621, § 1, 2-25-2003; Ord. No. 2012-6-7928, § 6, 6-26-2012)

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.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 26, 2019

Adopted by the Board of Commissioners, _____

Recorded by City Clerk, _____

Published by *The Paducah Sun*, _____

ORD\46-addressing standard

City of Paducah

Addressing Standards

03.19.2019



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City of Paducah Addressing Standards

Overview

The addressing standards established in this document are designed to clarify how addresses in the City of Paducah should be assigned and when an existing address should be modified. All discrepancies that are not directly addressed by this document should be deferred to the judgment of the Fire Prevention Division (FPD). Applying addressing standards allows for a more consistent assignment of addresses for structures and properties. Addressing standards help reduce the amount of time dedicated to assigning addresses, manage customer and staff expectations, and prevent inconsistencies within the addressing database.

This document is designed as a reference and serves to provide city staff, developers, and property owners the addressing standards for residential properties, commercial properties, and other situations in which an address is necessary for permitting or utility metering.

Definitions

The following terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building: structure having a roof supported by columns or walls for the shelter, support or enclosure of persons, animals, chattels or equipment. When appropriately separated, each portion of such building may be deemed a separate building. For the purposes of this article, the term "building" may also include other manmade structures.

Structure: A non-occupiable construction that would not normally be considered a building such as ATM kiosks, cell towers, rail road infrastructure, etc.

Driveways: a private way beginning at the property line of a parcel abutting a public road, private road, easement or private right-of-way, giving access from that public road, recorded easement, recorded private road or right-of-way, and leading to a building, use or structure on that lot.

Road: a public or private way leading from one place to another for ingress and/or egress. Such road may be of various types including frontage roads, rear access roads, roads with cul-de-sacs, and dead-end roads. This definition includes secondary roads, but does not include driveways.

Address: A unique identification of a location which consists of any combination of street number, street direction, street name, street type, and unit, at a minimum, a number and a name is required.

Parcel number: The street number component, or any part thereof, of an address. This number may or may not be the same as the property number.



Building identifier: The identifier or any part thereof, assigned to a building. Where there is more than one (1) building on a property, each building will be assigned either a building identifier or other site identifier.

Principal building: A building such as an office building, apartment building, retail building or other similar structure wherein the primary or major activity on the property takes place. The term as used in this section does not include accessory or incidental structures such as garages, storage sheds or similar structures. The Fire Prevention Division shall determine whether, for purposes of this section only, a structure constitutes a principal building or structure.

Private access easement: The result of the right of a land owner to ingress and egress to his property over any adjoining property of another for the purpose of accessing the public right-of-way.

Addresses and Components

Assignment of Addresses by Address Coordinator

All addresses for parcels, buildings, and establishments shall be assigned by the FPD following the procedures and guidelines contained in this manual. **Addresses assigned by any other person or entity shall not be recognized.** A change of address by the Address Coordinator, particularly in the following cases, is not an optional change: out-of-sequence address, illogical address, request by a representative of the FPD, or when a road is renamed.

- Addresses shall be assigned to any new addressable structure shown on a site development plan or parcel created by subdivision.
- Addresses shall not be officially assigned until the final site development plan or subdivision plat has been approved.
- Addresses may also be assigned when requested by individuals for new or existing structures that do not require site development plan or subdivision approval.
- The new and changed official address(es) must be processed internally and any notification letters sent to the property owners within 45 days.
- The property owner must display the new address within 30 days of the date of the notification letter.

Addressing Concepts

Address Numbering

Addresses for structures will be comprised of a numerical identifier followed by a location identifier. The identifier will be comprised of Arabic numerals, 1, 2, 3, 4, 5, 6, 7, 8, 9 and 0. All ten numerals will be applied in accordance with a structure's location along a block range.

Additional refinement for locating a residence or business may be provided by assignment of a specific identifier for a building, unit, or suite. These identifiers may be comprised of letters, numbers, or a combination, as described in the body of this document.



Properties and/or buildings on the streets of the City shall be numbered as follows:

1. The odd numbers shall apply to the north and west side of the street.
2. On all streets running in a northerly and southerly direction, the numbering shall commence with number 100 at Broadway, and shall increase north and south at the rate of one hundred (100) numbers for each block, as near as the ranging series of streets will admit. Thus, Broadway and all the streets parallel therewith and their continuations east and west shall be rectified lines of uniformity in numbering north and south.
3. On all streets running in a westerly direction, the numbering shall commence at the river, where the streets extend to the river, or on the first street parallel to the river to which the numbered streets extend, and the numbering shall increase going westwardly at the rate of one hundred (100) numbers for each block, as the ranging series of streets will admit. Thus, all streets parallel with the river and their continuations northwardly and southwardly shall be rectified lines of uniformity in numbering westwardly.

River Relative Numbering System

Paducah uses its geographic relationship to the river to establish the zero/starting points for street address sequencing. This may occur in numerous directions dependent upon the street's perpendicular relationship with the river. The red arrows below are examples of starting points in multiple directions.



Figure 1

Distance between Structures/Lots and Address Assignment

Less than 50 feet: If the distance between two neighboring structures or the midpoint of two neighboring lots is less than 50 feet, the structures may be assigned address numbers that increase by two digits (example: 101, 103).

Between 50 feet – 100 feet: If the distance between two neighboring structures or the midpoint of two neighboring lots is between 50 feet and 100 feet, the structures/lots may be assigned address numbers that increase by four digits (example 101, 105).

100 feet or more: If the distance between two neighboring structures or the center of two neighboring lots is 100 feet or greater, the address may be assigned based on the driveway access and its location along the street range. If a driveway does not exist, Addressing may assign an address based on where the lot's midpoint intersects the street range.

PFD reserves the right to assign addresses by an increment that is consistent with the subdivision being addressed or existing neighboring plans. For lots greater than 100 feet or more, PFD Address Coordinator may choose a greater increment than four digits in order to maintain addressing consistency throughout a subdivision.

Addressable structures are assigned addresses based on distance to the access point for the structure. The PFD uses 5.28 linear foot spacing, assigning address intervals of one address every 5.28 feet, or 1,000 addresses per mile.

Minimum Posting Criteria

An address shall be made up of characters, contrasting in color with the background on which they are affixed, that clearly identify the correct building or structure and that are clearly visible and identifiable at all times during daylight hours to persons in vehicles traveling in both directions of all streets or named easements from which the structure is accessed.

Unless determined otherwise by the Fire Prevention Division, it shall be a minimum of four inches in height, except for industrial or commercial buildings or structures from which such numbers are not readily visible from the street or named easement, shall be a minimum of ten (10) inches in height, with a minimum width of one and three-quarter (1.75) inches, and which shall be affixed above or beside the main entrance of such industrial or commercial building or structure whenever possible.

It shall be affixed to the building or structure and at least three (3) feet above ground level.

It shall be affixed to the building or structure or displayed not more than four (4) feet from the street or named easement upon which the building or structure is located and addressed (i.e., on both sides of a single mailbox); however, postings will only be satisfactory if they clearly indicate the correct structure.



Notwithstanding the above, where more than one (1) principal building or structure is located upon a property and where the site number is clearly displayed at the street entrance to the property, each principal building or structure shall not be required to display the site number so long as each building or structure is clearly identified by a unique building identifier.

See ordinance 126-76 for sign restrictions where applicable.

Internal Administration

Retiring an Address

The FPD may retire an address that is no longer in use. This can occur when a building is demolished, an address is changed (i.e. a new address is issued), or under other circumstances where it is fitting to remove an address from use. Any parcel that does not have an addressable building or structure on it shall retain an address; the address in use shall remain until it is fit to assign a new address, at which point a logical address(es) will be assigned to the parcel and or structure(s).

Notifying the Property Owner of the Official Address

Within 30 days of issuing a new address or changing an existing address, the property owner must be notified in writing of new official address. The owner will be advised of the legal requirement to display the new address on the building within 30 days. Any other entities or persons will be responsibility of the owner to notify of the change. The USPS, at the time of the writing of this document, forwards First Class Mail (not including periodicals) for a 12 month period after a change of address, during which they will honor both the old and new address, provided the change of address is filed with the USPS either in person, via telephone, or online. For information on the USPS's Change of Address program, visit <http://www.usps.com>

Agencies and Departments to be notified

In addition to the owner, the FPD will notify the following of any address change or issuance.

- EE911
- Utility Billing
- Local USPS
- Mercy Regional
- UPS
- PVA
- FedEx
- Comcast Cable



Building and Unit Standards

The City of Paducah Addressing Standard uses a standardized Building and Unit numbering system for the following:

- Apartment Complexes
- Condominium Complexes (See also: Pseudo Subdivision and Private Driveways Naming Criteria)
- Office Buildings and High-rises (Residential and Commercial)
- Office Parks
- Retail Establishments

This addressing standard prevents the duplication of unit numbering on a property, and helps to clearly identify the building number, floor number, and suite number for a work or living space. This standard also prevents using the same number for both the building and the unit (Incorrect: Building #1 Unit #1). Buildings and Units, for the structure types listed above, will be represented using numeric designators only. No letter designators (A, B, C, etc.) will be used for the principle buildings (unless the type of building is listed in Table A).

Building designations are used when there are multiple structures on a parcel, lot, or site. Unit designations are used when there are multiple addressable spaces within a building. The term “Unit” is used and is used for “apartment”, etc. while “suite” designates a commercial space.

Assigning unit numbers: Leave numerical space between unit numbers to allow for future expansion (example: #100, #105, & #110), a recommended two digit increase for every 10 ft. of frontage. Unit numbers increase in value as the street range increases in value.

The Building and Unit standard is illustrated in *Figure 2 & Figure 3*.

Table A: Building and Unit Types

Building/Unit identifier	Description	Building and/or Unit
ATM	automatic teller machine building	BLDG/UNIT
BATH	bath house	BLDG
BLBD	Billboard	UNIT
BSMT	basement	UNIT
CP	car port	BLDG
CT	cell tower	BLDG/UNIT
CLUB	clubhouse	BLDG/UNIT
BD	boat dock	BLDG
DP	detention pond	UNIT
ELEV	elevator	UNIT
ENTR	entrance	UNIT
FT	food truck	UNIT
FLR	floor	UNIT



GAR	garage	BLDG
GATE	gate	BLDG
GAZEBO	gazebo	BLDG
GRHOUSE	greenhouse	BLDG
GS	guard station	BLDG
GUEST	guesthouse	BLDG
HP	house panel	UNIT
HVAC	heating and cooling	BLDG
IM	irrigation meter	UNIT
KIOSK	kiosk	BLDG/UNIT
LAUNDRY	laundry	BLDG/UNIT
LDOCK	loading dock	UNIT
LEASE	leasing office	BLDG/UNIT
LIGHT	lighting	UNIT
LOBBY	lobby	UNIT
MAIL	mail house	BLDG
MAINT	maintenance	BLDG/UNIT
MECH	mechanical room	UNIT
OFFICE	office	UNIT
PKEN	park entrance	UNIT
POOL	pool	BLDG/UNIT
PUMP	pump house/station	BLDG
REC	recreation, gym, exercise	BLDG/UNIT
SHOP	work shop	BLDG/UNIT
SIGN	signage	UNIT
STOR	storage building	BLDG/UNIT
TEMP	temporary address	BLDG/UNIT
TOLL	toll booth/tag reader	BLDG/UNIT
WELL	well house	BLDG

Address Changes and Corrections

A change of address may be initiated by a property owner or the Fire Prevention Division. A FPD initiated address change occurs when an address poses an emergency service response delay for the property owner or surrounding neighbors. EE911 Addressing is notified of these issues by emergency service providers, property owners, and City staff. If the existing address meets one or more of the following criteria, an address change will be initiated:

- Out-of-sequence with the neighboring addresses.
- An odd address on the even side of the street.
- An even address on the odd side of the street.



- A duplicate address.
- Property is incorrectly using an address assigned to another property.
- Property is accessed from a different street than the address in use.
- There is no space between house numbers for forthcoming development.
- The street name has changed or an easement has been named.

If the address change is to correct one of the above addressing issues, or is initiated by FPD staff, a fee will not be charged. Property owners may request a change of address to their existing valid address, for a fee, as long as the new address meets the addressing standards outlined in this document. The FPD can deny a request to change an address for the following reasons:

- The request conflicts with the City of Paducah Addressing Standards.
- There is no space in the number sequence to accommodate the request.
- The property's address has been changed, by the current property owner, within the last year. All customer initiated address changes are reviewed by the FPD prior to approval and processing.

Streets

Street identifiers will be at minimum, a street name followed by a street type. Directional prefixes may be applied if a street crosses the center axes of the city (Broadway & Buckner), in order to avoid assignment of duplicate addresses. The street name and type may be followed by post-directional indicators, which indicate the route of traffic for certain types of highways or access roads.

Interstate and Service Roads

If the property's access is off the service road, the address will be assigned off the service road, based on the structure's location along the street range. If the access is off the freeway or expressway, the address will be assigned off the freeway or expressway based on the structures location along the street range. Note: The same address whole number should not exist both on the service road and the freeway/express way.

Private Drive/Access Easement Naming Criteria

In order to name a private driveway or an access easement, the following criteria must be met:

- Not an apartment complex.
- Not an office park or complex.
- A minimum of three primary residential structures.
- Four or less units per structure.
- Multiple properties abutting the easement



Named private driveways will be assigned an address range and structures along the private driveway or easement will be assigned a main address. If the access easement does not meet the Private Drive/Easement Naming Criteria, the easement itself will be assigned an address based on the access location along the street range, and all structures accessed off the easement will be assigned a building number. FPD will review all requests to name private driveways and access easements.

Pseudo Subdivision and Private Driveways Naming Criteria

Pseudo Subdivisions (i.e. mobile home communities, residential/commercial site plans) have private driveways that mimic a street-like network. Often times it is more effective to name and assign a street range to the private driveway and address the structures with individual addresses, similar to a recorded subdivision. In order to be classified as a Pseudo Subdivision, and have individual addressing assigned to structures, the following criteria must be met:

- Is not an apartment complex.
- It has a minimum of two private driveways.
- It has a minimum of 2 intersections (one at the entrance and one internal).
- Has a minimum of three structures (commercial or residential); with at least one existing on an opposing private drive.

When to name an Access Easement

FPD may suggest, during subdivision and site plan review, that an access easement be named if it meets the Private Driveway Naming Criteria. Only access easements may be named; utility easements and conservation easements will not be named.

Alleys

Alleys are unnamed accesses and will not be assigned a street name. Structures only accessible by an alley will be reviewed on a case by case basis. Possible address assignments include:

- An address off the closest intersecting street.
- A unit off the main property address.
- A unit off an address on the closest intersecting street.

Apartment Complexes

FPD uses a standard building and unit numbering schema for apartment addressing. See *Figure 2* in the Examples section of this document for assigning Building and Units to properties.



Building, Stand-alone

When there is one building located on a single parcel/lot/site, the address is assigned off the street with front door access.

Campus Addressing – University

The addressing schema for new university campuses and additions to older campuses will be reviewed on a case by case basis by a panel of FPD personnel.

Commercial Site – Single Building

For stand-alone commercial structures (not part of a larger commercial site and not on a corner) the address will be based on entrance access along the street range. If multiple units exist in the building, the Building and Unit standards shall apply. For stand-alone commercial structures (not part of a larger commercial site and located on a corner lot) with the front entrance off one street and the driveway entrance off another, efforts will be made to assign the address off the major arterial unless it poses an emergency issue. If multiple units exist in the building, the Building and Unit standards shall apply.

Figure 2:

Single Multi-story Building

Floor 50	#5001	#5010	#5018
Floor 25	#2501	#2510	#2518
Floor 10	#1001	#1010	#1018
Floor 02	#201	#210	#218
Floor 01	#101	#110	#118

Apt./Unit/Suite



Commercial Site – Multiple Buildings

For a commercial site with multiple buildings, a single main address will be assigned, based on the entrance access along the street range, with building numbers for each separate building. If multiple units exist within each building, the Building and Unit standards shall apply. For commercial site with multiple buildings located on a corner lot, with the front entrance off one street and the driveway entrance off another, efforts will be made to assign the main address off the major arterial unless it poses an emergency issue. If multiple units exist within each building, the Building and Unit standards shall apply.

Figure3:
Multiple Multi-story Buildings

Floor 50	#15001	#15010	#15018	#25001	#25010	#25018
Floor 25	#12501	#12510	#12518	#22501	#22510	#22518
Floor 10	#11001	#11010	#11018	#21001	#21010	#21018
Floor 02	#1201	#1210	#1218	#2201	#2210	#2218
Floor 01	#1101	#1110	#1118	#2101	#2110	#2118
	Building 1			Building 2		

Condominium Complexes

The addressing schema for Condominium Complexes will be reviewed on a case by case basis by FPD addressing personnel. Depending on the design and layout of the complex, addresses could be assigned using one of the following methods:

- Standard building and unit numbering schema, where site has similar layout as an apartment complex. See Figure 3.
- A main address is assigned to each structure based on the front door access along the street range.
- Pseudo Subdivision and Private Driveways Naming Criteria for assigning street names to private driveways may be applied. At which time, individual addresses will be assigned based on front door access along the street range.

See Pseudo Subdivision and Private Driveway Naming Criteria for assigning street names to private driveways.



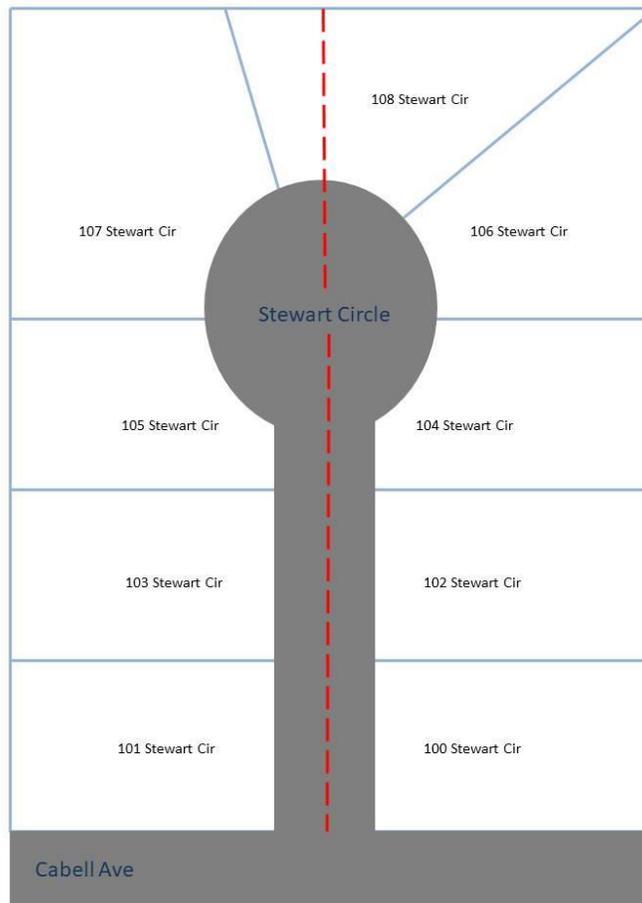
Corner lots

For all vacant corner lots within a subdivision, a main address will be assigned off the “short” side of the lot and added to the addressing database. Only one address will be labeled on the plat to prevent addressing confusion. The customer reserves the right to change their address to the opposing street (at no charge) if they do so prior to developing the lot. For residential corner lots that consist of a duplex, triplex, quadplex, or townhome that has front doors facing different streets, separate addresses will be assigned based off of the street that the front doors face.

Cul-de-sacs

The cul-de-sac and the street it intersects shall have opposing address ranges. Using a different address range for the cul-de-sac (different from the intersecting street) should prevent duplicate and often confusing main addresses on the corner lots of both streets. A cul-de-sac will be addressed as even on one side of the road and odd on the other, where the bulb at the end will be split down the middle to have even on one side and odd on the other. In no instance other. In no instance will other methods of addressing cul-de-sacs be permitted.

Figure 4:
Cul-de-sac



Demolition Properties

Use the existing main address of the structure to be demolished.

Duplexes (*Two Family Residences*)

A main address will be assigned with letter unit designators, starting with the letter A. Separate main addresses can be assigned to corner lot duplexes with entrances on different streets (see Corner Lot). Duplexes separated by a property line and with individual owners shall utilize individual street addresses.

Triplexes (*Multi-Family Residences*)

A main address will be assigned with letter unit designators, starting with the letter A. Separate main addresses can be assigned to corner lot triplexes with entrances on different streets (see Corner Lot).

Quadplexes (*Multi-Family Residences*)

A main address will be assigned with letter unit designators, starting with the letter A. Separate main addresses can be assigned to corner lot quadplexes with entrances on different streets (see Corner Lot). Quadplexes with individual owners shall utilize individual street addresses.

Garage Apartments

Garage apartments will be assigned as a unit #100 at the main address of the primary structure. Second floor units shall be #200 etc.

Hospitals

The addressing schema for new hospital campuses will be reviewed on a case by case basis by a panel of FPD personnel.

Mobile Home Communities

“All streets in a [mobile home] park shall be named and mobile home spaces numbered to conform to block numbers on adjacent public streets.” Provide signage located on the street front of each lot indicating lot identifier, see Ordinance Section 126.76. See Pseudo Subdivision and Private Driveway Naming Criteria for assigning street names to private driveways.

Office Building

FPD uses a standard building and unit numbering schema for office building addressing. See *Figure 2* and *Figure 3* in the Examples section of this document for assigning Building and Units to properties.



Park Facing or Courtyard Facing Structures

Addresses will be assigned off the street the front door faces, even if park land is located between the structure and street access. If the residential structure is facing an interior courtyard with no door facing a street, the addressing will be assigned on a case by case basis.

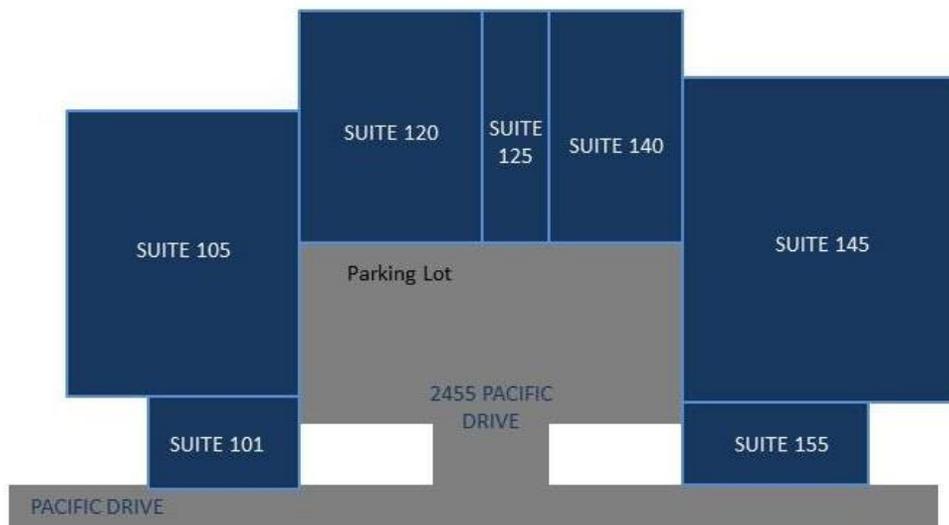
Residential, Primary structures

Address is assigned off the street with front door access. Address number is determined by the structure's location along the street range.

Shopping Center, Shopping Plaza and Strip Malls

Shopping Centers will be assigned a single main address with unit numbers for each business. See Unit Standards for additional information.

Figure 4:
Retail Centers



Shopping Mall – Enclosed

A main address, with unit numbers designated for each business, will be assigned based on structure access along the street range. If the mall has multiple access points from various streets, one street will be chosen to host the main address.

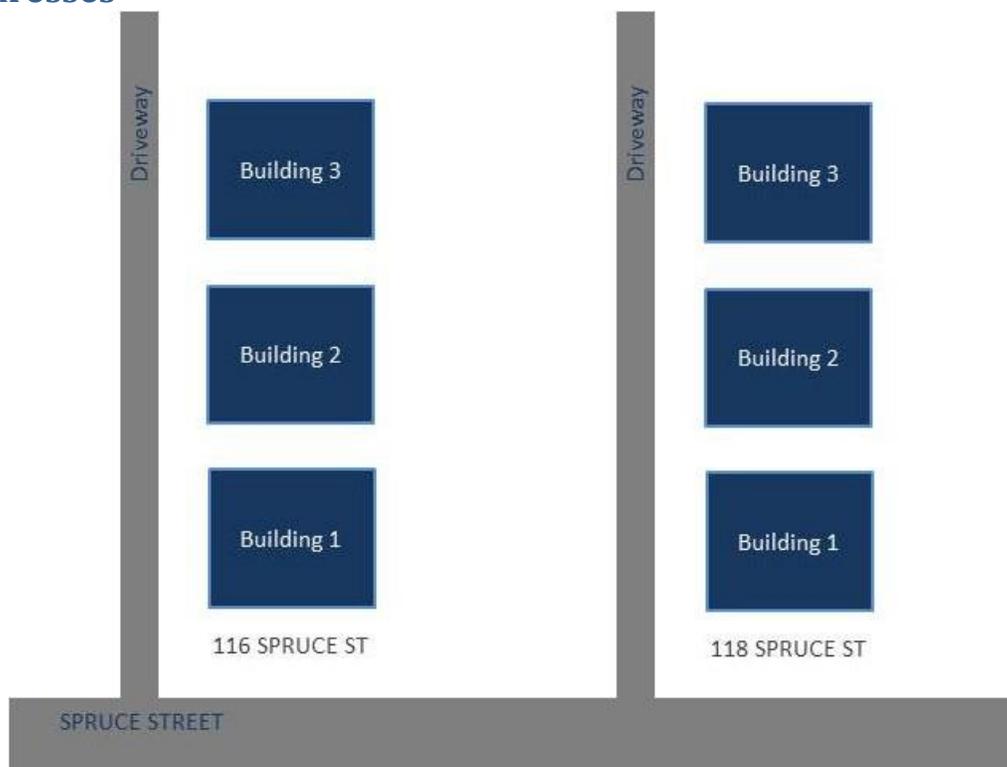


Stacked Parcels and Buildings

Stacked buildings are residential structures that share a common access. If the access driveway does not meet the Private Drive/ Naming criteria, the access itself will be assigned an address based on its location along the street range, and all structures accessed off the easement will be assigned a building number or unit number.

It is not recommended that Secondary Address Unit Designators be used to address stacked parcels. Each parcel should have a unique address, with the parcel closest to the primary roadway having an address that is lower in the sequence of addresses, and the rear parcel(s) having increasingly larger addresses in sequence with the rest of the addresses on the primary roadway.

Figure 5:
Stacked Addresses



Through Lots

A through lot has an adjacent lot on either side and street frontage on two streets. The lot goes “through” the block to the other side. One structure on a through lot: Address is assigned off the street the front door faces. Multiple structures on a through lot: FPD will review on a case by case basis. Accessory buildings will be addressed based on access. New subdivision with through lots: FPD will review plat notes or contact the developer for access information prior to address assignment.



Townhomes, Single-family attached

A townhome is a single family dwelling unit constructed in a group of three or more attached units. Each unit extends from foundation to roof and with a yard or public way on at least two sides. An address is assigned on the street with front door access. Each residential space will be assigned a main address based on the location of entry along the street range. Separate main addresses can be assigned to corner lot structures with entrances on different streets (see Corner Lot).

Figure 6:
Townhomes



Vacant Properties

When vacant property exists within a subdivision, address will be assigned based on the address plat (See also: Corner Lot).

When vacant property with road frontage is larger than 50 feet, address assigned based on entrance access along the street range. If no access information is available, address will be assigned where the property's midpoint intersects the street range. FPD reserves the right to change the address once an access has been determined.

Mixed-Use Addressing Standards

Downtown Mixed-use Development

Downtown mixed-use developments will be reviewed on a case by case basis. Depending on the site plan layout and how the commercial and residential units are accessed (street access or lobby access); downtown mixed-use developments may be addressed using one or more of the following standards:

- Building and Unit Standards

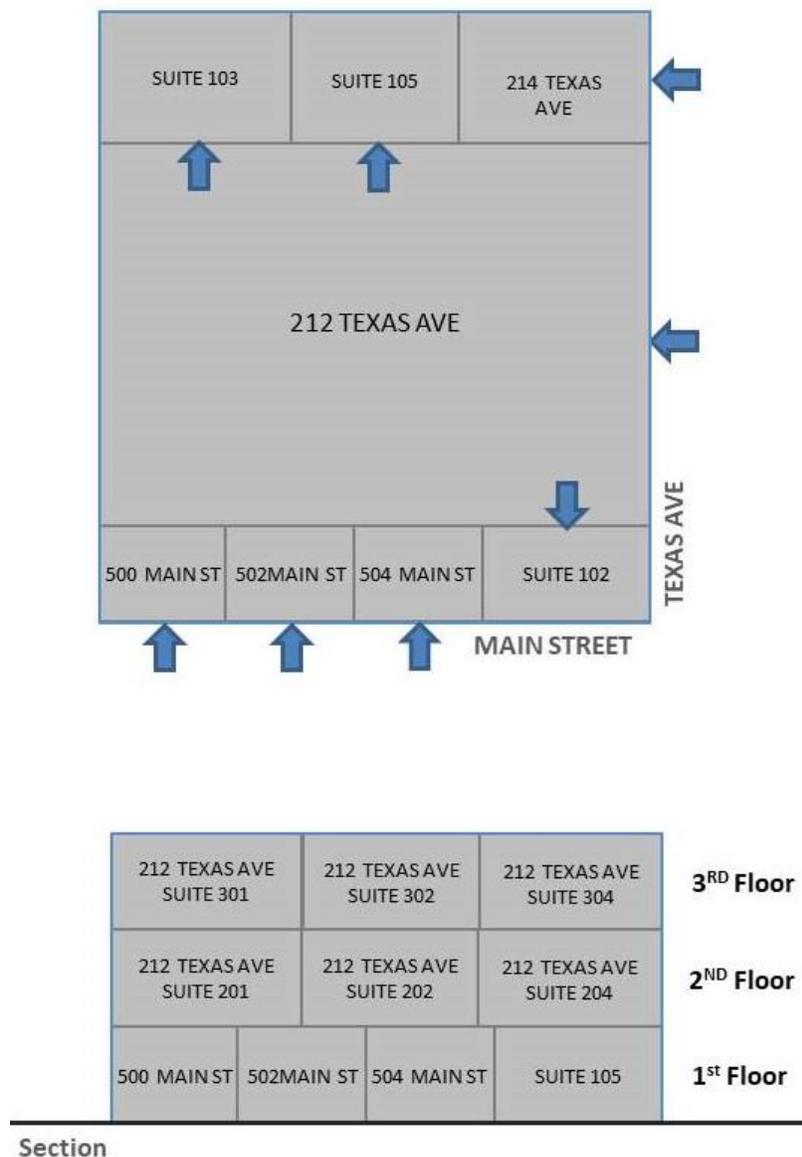


- High-rise Residential
- Street level Mixed-use

Considerations for addressing downtown mixed-use development:

- Existing addresses. If the a new development shares a block with existing buildings, the existing addresses should NOT be changed in order to accommodate the new development. First floor addressing of units accessed off of the street may have to use unit number with base address.

Figure 7:
Mixed Use Development



Mixed-use Development

Address assignments for mixed-use developments will be reviewed on a case by case basis. Depending on the site plan layout, street-like networks, and commercial and residential building access, mixed-use developments may be addressed using one or more of the following standards:

- Building and Unit Standards
- Strip Malls, Shopping Centers, Shopping Plazas
- High-rise Residential • Shopping Mall
- Pseudo Subdivision and Private Driveway Naming Criteria
- Street level Mixed-use
- Downtown Mixed-use Development
- Townhomes

Street Level Mixed-use

Residences or businesses with front door access to the street will be assigned a main address, based on the entrance's location along the street range. Residences or businesses sharing door access to the street will be assigned unit numbers at a single main address, based on the entrance's location along the street range.

See *Figure 7* for assigning addresses to Street Level Mixed use.

Building and Unit Types

For certain building and unit types, FPD will assign a designator that describes the building/unit type. For a complete list of building/unit types, see Table A.

Boat Docks

A boat dock with one or more slips, requiring an address for a meter or permit, is assigned the main address of the property with the unit "BD" as a designator with the addition of a number (BD1, BD2, BD3, etc.). No dashes should be used.

Example with one slip:

- 5520 Lakeshore Dr #BD

Example with multiple slips:

- 1234 Sunnyvale St (Main Address)
- Boat slip 1 = 1234 Sunnyvale St #BD1
- Boat slip 2 = 1234 Sunnyvale St #BD2
- Boat slip 15 = 1234 Sunnyvale St #BD15



Carport

A carport, requiring an address for a meter or permit, is assigned the main address of the property with the unit “CP” as a designator. If multiple carports exist on a property, each carport will be assigned the unit “CP” with the addition of a number (CP1, CP2, CP3, etc.). No dashes should be used.

Dumpster

All commercial dumpsters are assigned the main address of the property with the unit serial number as a designator. The size of the unit will also be incorporated into the data for each unit.

Food Trailers

Permanently installed food trailers are assigned the main address of the property they reside on, with the unit “FT” as a designator. If multiple food trailers exist on a property, each food trailer will be assigned the unit “FT” with the addition of a number (FT1, FT2, FT3, etc.). No dashes should be used.

Parking Garage

A stand-alone parking garage, requiring an address for a meter or permit, is assigned the main address of the property with the building “GAR” as a designator. If multiple parking garages exist on a property, each parking garage will be assigned the building “GAR” with the addition of a number (GAR1, GAR2, GAR3, etc.). No dashes should be used. A parking garage that is contained within a building (i.e. first few levels of a building, such as a hotel), requiring an address for a meter or permit, is assigned the main address of the property with the unit “GAR” as a designator.

Pools

Pool at apartment complex or condominiums: Building #POOL will be assigned under main address. Pool at Municipal Park: If the pool shares the same access as the park, use building #POOL at the main address. If pool access is different from main park access, assigned a separate whole address (not ½) to the pool.

Guard Station

If the guard station exists on a property with an existing main address, the main address with a building designation of #GS (Guard Station) will be used. If the guard station exists as a single structure with street access, a main address will be assigned based on the structure’s access along the street range. Do not assign a ½ address.

Figure 10: Circular Streets

One of the intersections with the originating roadway will be designated the starting point (choose either the beginning or end of the road, if the road intersects the originating road more than twice). This starting point will act as the point from which the road direction will be determined, and all numbering will increase or decrease from that point in a continuous fashion. See Cul-de-sacs



Formatting Punctuation

With the exception of the hyphen in the ZIP+4 codes, punctuation should be omitted in the delivery address block. Punctuation is normally limited to periods, slashes, and hyphens when required in the Name or Address field:

Periods: 39.2 RD

Slashes (fractional addresses): 101 1/2 MAIN ST

Hyphens (hyphenated addresses): 289-01 MONTGOMERY AVE

MID ISLAND PLZ

Remove special characters, multiple blanks, and punctuation in order as listed below. Special Characters Double spaces/blanks change to single space or blank, except between state abbreviations and ZIP Codes or ZIP+4 codes. * Asterisks, except in the Optional Endorsement Line

& Ampersand

' Apostrophes

@ At

: Colons

, Commas

- Hyphens, except in the ZIP+4 code and in the primary number used in the Delivery Address Line. Spaces before and after the hyphen or slashes (/) should be removed from the address or firm line.

() Parentheses

. Periods

“ ” Quotations

; Semi-colons

Spelling of City Names

Spell city names in their entirety. When abbreviations must be used due to labeling constraints, use only the approved 13-character abbreviations.

Directionals

Directional Abbreviations

Abbreviate directionals (if they are one of the eight standard directionals i.e., N, S, E, W, NE, NW, SE, S) to the appropriate one or two-character abbreviation.

234 NW SMITH ST

678 MAIN DR S

101 N BAY DR

599 BAY BLVD SW



Single Directionals

Pre-directional Field

When parsing the address from right to left, if a directional word is found as the first word in the street name and there is no other directional to the left of it, abbreviate it and locate it in the pre-directional field of the ZIP+4 File for standardization purposes.

N BAY ST
E END AVE

Post directional Field

When parsing from right to left, if a directional word is located to the right of the street name and suffix, abbreviate it and locate it in the post directional field.

BAY DR W

Two Directionals

When two directional words appear consecutively as one or two words, before the street name or following the street name or suffix, then the two words become either the pre- or the post directionals. Exceptions are any combinations of NORTH-SOUTH or EAST-WEST as consecutive words. In these cases the second directional becomes part of the primary name and is spelled out completely in the primary name field.

NE MAIN ST
BAY AVE SW
N SOUTH OAK ST
MAPLE COURT EAST W

The other exception is when the local address information unit has determined that one of the directional letters is used as an alphabet indicator and not as a directional.

COUNTY ROAD N E Preferred

COUNTY RD NE Unacceptable

Note: In this example, the two-word directional is the primary street name.

SOUTHEAST FREEWAY NORTH

Directional as Part of Street Name

When parsing from right to left, if the directional word appears between the street name and the suffix, then it appears as part of the primary name spelled out in the ZIP+4 File and is spelled out on the mail piece.

BAY WEST DR
NORTH AVE



Suffixes

Abbreviations

The suffix of the address should conform to the standard suffix abbreviations listed in the ZIP+4 File (see Appendix C).

Two Suffixes

If an address has two consecutive words that appear on the suffix table (Appendix C), abbreviate the second of the two words according to the suffix table and place it in the suffix field. The first of the two words is part of the primary name. Spell it out on the mail piece in its entirety after the street name.

789 MAIN AVENUE DR
4513 3RD STREET CIR W

Numeric Street Names

Numeric street names, for example, 7TH ST or SEVENTH ST, should be output on the mail piece exactly as they appear in the ZIP+4 File. Spell out numeric street names only when there are duplicate street names within a postal delivery area and the only distinguishing factor is that the one you matched is spelled out.

Corner Addresses

Corner addresses are replaced by physical street addresses in all AIS files.

514 HIGH ST

Highways

The following are recommended standardized examples of county, state, and local highways

Examples:

COUNTY ROAD 25
INTERSTATE 45
STATE HIGHWAY 123
STATE ROUTE 335
US HIGHWAY 39

Rural Route Addresses

241 Format Print rural route addresses as: RR N BOX NN. Do not use the words RURAL, NUMBER, NO., or the pound sign (#).

RR 2 BOX 152
RR 9 BOX 23A



Leading Zero

A leading zero before the rural route number is not necessary. RR 03

RR 3 BOX 98D

Hyphens

Print hyphens as part of the box number only when they are part of the address in the ZIP+4 File.

RR 4 BOX 19-1A

Designations RFD and RD

Change the designations RFD and RD (as a meaning for rural or rural free delivery) to RR.

RR 4 BOX 87A

Additional Designations

There should be no additional designations, such as town or street names, on the Delivery Address Line of rural route addresses. Because street names used together with route and box numbers can create potential matching difficulty, mailers are encouraged to use only one style of addressing. If secondary name information is used, however, place it above the Delivery Address Line.

HC 72 BOX 18 BRYAN DAIRY RD	Incorrect
HC 72 BOX 18	Correct

ZIP+4

When applying a ZIP+4 code to a highway contract route address, an exact match is preferred. If a box number is included in the address, the mail piece must bear the appropriate ZIP+4 code representing the range for that box number. When box number information is not available, the highway contract base record must be used.

Post Office Box Addresses

Format

Post Office Box addresses are output as PO BOX NN on the mail piece.

PO BOX 11890

PO BOX G

Leading Zero

Post Office Box numbers that are preceded by significant leading zeroes are identified in the ZIP+4 File by a hyphen (-) preceding the box number. Convert the hyphen into a zero on the output mail piece.



PO BOX -0145 ZIP+4 File

PO BOX 00145 Mail piece

Designations

PO Box addresses often appear with the word CALLER, FIRM CALLER, BIN, LOCKBOX, or DRAWER. Change these to PO BOX as output on a mail piece.

ABC COMPANY DRAWER L Incorrect

ABC COMPANY PO BOX L Correct

Address Data Element Compression Guidelines

The Postal Service and commercial MLOCR equipment can read a maximum of 40 characters per line within a maximum of 8 separate words per line. If either parameter is exceeded, the MLOCR ignores the entire line. Apply the following steps if it is necessary to reduce the number of words or characters from business address data elements applied to a mail piece. Use the order listed.

Removal and Deletion Restrictions

Do not remove or delete any characters or symbols from line #1 Optional Endorsement Line, line #2 Key Line Data, or line #3 POSTNET Address Block Barcode.

Abbreviations

Use the standard business and address word abbreviations for address data elements whenever necessary. These abbreviations can be found in Appendix G. It is recommended that you only abbreviate the last word. You should not abbreviate words when the name length meets the user's character length requirements.

MS MILDRED DOE Optional

PROFESSIONAL ENGR

BIG BUSINESS INC

12 E BUSINESS LN STE 209

KRYTON TN

38188-0002

MS MILDRED DOE Preferred

PROFESSIONAL ENGINEER



BIG BUSINESS INCORPORATED

12 E BUSINESS LN STE 209

KRYTON TN 38188-0002

Use of Abbreviations

353 Right-to-Left Evaluation Evaluate each of the business address data elements in each business address line separately. Always work from the right to the left within each address line.

MS MILDRED DOE

PROFESSIONAL ENGR

BIG BUSINESS INCORPORATED

12 E BUSINESS LN STE 209

KRYTON TN 38188-0002

Option #1

MS MILDRED DOE

PRO ENGR

BIG BUSINESS INCORPORATED

12 E BUSINESS LN STE 209

KRYTON TN 38188-0002

Option #2 Preferred

MS MILDRED DOE

PROFESSIONAL ENGINEER

BIG BUSINESS INCORPORATED

12 E BUSINESS LN STE 209

KRYTON TN 38188-0002



Special Characters

Remove special characters, multiple blanks, and punctuation in order as listed below. Special Characters Double spaces/blanks change to single space or blank, except between state abbreviations and ZIP Codes or ZIP+4 codes. * Asterisks, except in the Optional Endorsement Line

, Commas

. Periods

() Parentheses

“ ” Quotations

: Colons

; Semi-colons

' Apostrophes

- Hyphens, except in the ZIP+4 code and in the primary number used in the Delivery Address Line. Spaces before and after the hyphen or slashes (/) should be removed from the address or firm line.

@ A t

& Ampersand

MS MILDRED DOE Acceptable

PROFESSIONAL ENGINEER

(MAIN OFFICE)

BIG BUSINESS INCORPORATED

12 E BUSINESS LN

STE-209

KRYTON, TN 38188-0002

MS MILDRED DOE Preferred

PROFESSIONAL ENGINEER

MAIN OFFICE

BIG BUSINESS INCORPORATED

12 E BUSINESS LN



STE 209

KRYTON TN 38188-0002

JOHN SMITH Acceptable

PIZZA DELIVERY COMPANY

61-20 E RIVER DR

NEW YORK, NY 10021-0905

JOHN SMITH Preferred

PIZZA DELIVERY COMPANY

61-20 E RIVER DR

NEW YORK NY 10021-0905

Remove Certain Words

Replace or remove certain words as listed below. However, the use of standard business word abbreviations is preferred over removal of words. The following compression technique should be applied only if the standard abbreviations do not meet particular business needs.

- Replace and with space.
- Replace space & space with space.
- Replace number words with numeric symbols: first with 1ST.
- Remove etc., i.e., in care of, and et al.
- Remove words like the, of, by, for, at, also.
- Remove ATTENTION, ATTN:.
- Remove gender words like MS, MRS, MISS, MR, SIR.
- Remove title words like DR, PHD, DDS, RN.

Line #9 Compression

When compressing line #9, Business/Firm Name, do not alter the first and second words (leftmost), if possible, except when the first word is THE, which may be removed.

GENERAL DEVELOPMENT EMPORIUM Optional

THE GENERAL DEVELOPMENT EMPORIUM Preferred

Line #9 — Business/Firm Name

Standard State Name Abbreviations When an individual state name that appears anywhere in a business address must be compressed or abbreviated because of space restrictions, use the standard State abbreviation listed in Appendix B.

Note: Use US for United States. Use USA for United States of America.



VA CONSTRUCTION CORPORATION Optional

VIRGINIA CONSTRUCTION CORPORATION Preferred

Line #9 — Business/Firm Name

1435 VA HILL WAY Optional

1435 VIRGINIA HILL WAY Preferred Line

#10 — Delivery Address Line

Repetitive Word Removal

Remove repetitive words; however, standard business word abbreviations are preferred over word removal. The compression technique in this step should be applied only if standard abbreviations do not meet your business needs.

GOODMAN WILSON AND HAROLDSON Optional

GOODMAN GOODMAN WILSON AND HAROLDSON Preferred

Line #9 — Business/Firm Name

Short-Ending Substitution Substitute short endings on words.

Ending Substitute

- an = n
- er = r
- ial = l
- al = l
- ies = s
- es = s
- ed = d
- ing = ng
- tion = tn

Last Word Abbreviations

If the last word of an address line is any of those listed below, first replace the word with the standard abbreviation. If additional compression is still required, remove the word or its standard abbreviation. Note: This step can be applied only to address lines #6, 7, 8, and 9.

Word	Abbreviations
ADMINISTRATION	ADMN
AGENCY	AGCY
BRANCH	BRNCH, BR
CENTER	CTR
COMPANY	CO
CORPORATION	CORP
DIVISION	DIV
ENTERPRISE	ENTRPRS
GOVERNMENT	GOVT
GROUP	GRP
HEADQUARTERS	HDQTRS
INCORPORATED	INC
LABORATORY	LAB



LIMITED	LTD
MANAGEMENT	MGMT
MANUFACTURER	MFR, MFG
MUNICIPAL	MNCPL
NATIONAL	NATL
PARTNERSHIP	PRTNRSH
SYSTEM	SYS

Vowel Removal

It is recommended that vowels not be removed if the desired address data element compression can be obtained by first using standard word abbreviations. From the right side of the address line, beginning with the rightmost word, remove vowels as necessary on a word-by-word basis to achieve desired compression. Leave the last vowel; if the first character of a word is a vowel, do not remove that character. It is also recommended that the vowels not be removed from the leftmost words

Street Abbreviations

The following table lists examples of suffix forms that are primary street suffix names, common street suffixes or suffix abbreviations, and recommended official Postal Service Standard Suffix Abbreviations

A

ALLEY	ALY
ANNEX	ANX
ARCADE	ARC
AVENUE	AVE

B

BAYOO	BYU
BEACH	BCH
BEND	BND
BLUFF	BLF
BLUFFS	BLFS
BOTTOM	BTM
BOULEVARD	BLVD
BRANCH	BR
BRIDGE	BRG
BROOK	BRK
BROOKS	BRKS
BURG	BG
BURGS	BGS
BYPASS	BYP

C



Fire Prevention Division

Promote Safety - Serve Community - Protect Life

CAMP	CP
CANYON	CYN
CAPE	CPE
CAUSEWAY	CSWY
CENTER	CTR
CENTERS	CTRS
CIRCLE	CIR
CIRCLES	CIRS
CLIFF	CLF
CLIFFS	CLFS
CLUB	CLB
COMMON	CMN
CORNER	COR
CORNERS	CORS
CORNERS	CORS
COURSE	CRSE
COURT	CT
COURTS	CTS
COVE	CV
COVES	CVS
CREEK	CRK
CRESCENT	CRES
CREST	CRST
CROSSING	XING
CROSSROAD	XRD
CURVE	CURV

D

DALE	DL
DAM	DM
DIVIDE	DV
DRIVE	DR
DRIVES	DRS

E

ESTATE	EST
ESTATES	ESTS
EXPRESSWAY	EXPY
EXTENSION	EXT
EXTENSIONS	EXTS



F

FALL	FALL
FALLS	FLS
FERRY	FRY
FIELD	FLD
FIELDS	FLDS
FLAT	FLT
FLATS	FLTS
FORD	FRD
FORDS	FRDS
FOREST	FRST
FORGE	FRG
FORGES	FRGS
FORK	FRK
FORKS	FRKS
FORT	FT
FREEWAY	FWY

G

GARDEN	GDN
GARDENS	GDNS
GATEWAY	GTWY
GLEN	GLN
GLENS	GLNS
GREEN	GRN
GREENS	GRNS
GROVE	GRV
GROVES	GRVS

H

HARBOR	HBR
HARBORS	HBRs
HAVEN	HVN
HEIGHTS	HTS
HIGHWAY	HWY
HILL	HL
HILLS	HLS



HOLLOW

HOLW

I

INLET

INLT

ISLAND

IS

ISLANDS

ISS

ISLE

ISLE

J

JUNCTION

JCT

JUNCTIONS

JCTS

K

KEY

KY

KEYS

KYS

KNOLL

KNL

KNOLLS

KNLS

L

LAKE

LK

LAKES

LKS

LAND

LAND

LANDING

LNDG

LANE

LN

LIGHT

LGT

LIGHTS

LGTS

LOAF

LF

LOCK

LCK

LOCKS

LCKS

LODGE

LDG

LOOP

LOOP

M

MALL

MALL

MANOR

MNR



MANORS	MNRS
MEADOW	MDW
MEADOWS	MDWS
MEADOWS	MDWS
MEADOWS	MDWS
MEWS	MEWS
MILL	ML
MILLS	MLS
MISSION	MSN
MOTORWAY	MTWY
MOUNT	MT
MOUNTAIN	MTN
MOUNTAINS	MTNS

N

NECK	NCK
------	-----

O

ORCHARD	ORCH
OVAL	OVAL
OVERPASS	OPAS

P

PARK	PARK
PARKWAY	PKWY
PASS	PASS
PASSAGE	PSGE
PATH	PATH
PIKE	PIKE
PINE	PNE
PINES	PNES
PLACE	PL
PLAIN	PLN
PLAINS	PLNS
PLAZA	PLZ
POINT	PT
POINTS	PTS
PORT	PRT
PORTS	PRTS



PRAIRIE PR

R

RADIAL	RADL
RAMP	RAMP
RANCH	RNCH
RAPID	RPD
RAPIDS	RPDS
REST	RST
RIDGE	RDG
RIDGES	RDGS
RIVER	RIV
ROAD	RD
ROADS	RDS
ROUTE	RTE
ROW	ROW
RUE	RUE
RUN	RUN

S

SHOAL	SHL
SHOALS	SHLS
SHORE	SHR
SHORES	SHRS
SKYWAY	SKWY
SPRING	SPG
SPRINGS	SPGS
SPUR	SPUR
SQUARE	SQ
SQUARES	SQS
STATION	STA
STRAVENUE	STRA
STREAM	STRM
STREET	ST
STREETS	STS
SUMMIT	SMT

T

TERRACE	TER
---------	-----



Fire Prevention Division

Promote Safety - Serve Community - Protect Life

THROUGHWAY	TRWY
TRACE	TRCE
TRACK	TRAK
TRAFFICWAY	TRFY
TRAIL	TRL
TUNNEL	TUNL
TURNPIKE	TPKE

U

UNDERPASS	UPAS
UNION	UN
UNIONS	UNS

V

VALLEY	VLV
VALLEYS	VLVS
VIADUCT	VIA
VIEW	VW
VIEWS	VWS
VILLAGE	VLG
VILLAGES	VLGS
VILLE	VL
VISTA	VIS

W

WALK	WALK
WALL	WALL
WAY	WAY
WAYS	WAYS
WELL	WL
WELLS	WLS

Secondary Unit Designators

Description	Approved Abbreviation
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Apartment	APT
Basement	BSMT**
Building	BLDG



Department	DEPT
Floor	FL
Front	FRNT**
Hanger	HNGR
Key	KEY
Lobby	LBBY**
Lot	LOT
Lower	LOWR**
Office	OFC**
Penthouse	PH**
Pier	PIER
Rear	REAR**
Room	RM
Side	SIDE**
Slip	SLIP
Space	SPC
Stop	STOP
Suite	STE
Trailer	TRLR
Unit	UNIT
Upper	UPPR**

Unusual Addressing Situations

There are a number of addressing situations that can create matching and standardization difficulties. The standards contained in this document do not account for every type of addressing situation that may occur; however, these standards are comprehensive and reflect a majority of address styles. There are some addressing situations of which a mailer should be aware. These include:

Hyphenated Address Ranges

These are prevalent in New York City (for example, 112-10 BRONX RD), Hawaii, and areas in southern California. The hyphen in the primary range should not be removed if matched to the ZIP+4 File.

Grid Style Addresses

These contain significant punctuation, such as periods (for example, 39.2 RD, 39.4 RD). There are also grid style addresses in Salt Lake City that include double directionals (for example, in 842 E 1700 S: E is a predirectional, S is a postdirectional, and 1700 is located in the primary name field).

Alphanumeric Combinations of Address Ranges

For example, N6W23001 BLUEMOUND RD, as found in Wisconsin and Northern Illinois.

Fractional Addresses

These are represented as three or four character positions (for example, 123 1/2 MAIN ST). 123 1/2 takes seven character positions in the range field.

