



**CITY COMMISSION MEETING  
AGENDA FOR OCTOBER 22, 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 OF NEW EMPLOYEES** Corey Gist, Laborer, Chris Marshall, Laborer & James Weems, Assistant Recreation Specialist

**PRESENTATION** GPED Update - Bruce Wilcox

*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.*

	<b>I.</b>	<b><u>CONSENT AGENDA</u></b>
		A. Approve Minutes for October 8, 2019
		B. Receive & File Documents
		C. Reappoint Henry Barbour to the Tree Advisory Board
		D. Personnel Actions
		E. Acceptance of the FM Global Fire Prevention Grant in the amount of \$1,500 - <b>S KYLE</b>
		F. Acceptance of Recreational Trails Program grant award in the amount of \$100,000 for the Perkins Creek "Bob Leeper" Bridge Project - <b>R MURPHY</b>
		G. Approval of contract with HDR, Inc. for geotechnical and environmental review services for an amount not to exceed \$72,000 - <b>K AXT</b>
	<b>II.</b>	<b><u>MUNICIPAL ORDER(S)</u></b>
		A. Approve Tyler Technologies, Inc. Contract Amendment for the reduction of services in the amount of \$65,560 - <b>B LAIRD</b>

	<b>III.</b>	<b><u>ORDINANCE(S) - ADOPTION</u></b>
		A. Amend Code of Ordinances Sections 54-51 & 54-52 related to Smoking in Public Places - <b>J ARNDT</b>
		B. Approve a Budget Amendment in the Amount of \$72,000 for Professional Geotechnical Analysis and Environmental Review Services for City Block - <b>J ARNDT</b>
	<b>IV.</b>	<b><u>ORDINANCE(S) - INTRODUCTION</u></b>
		A. Approve Interlocal Cooperative Agreement with the McCracken County PVA in an amount of \$13,335 from the Administrative Contingency Account - <b>J ARNDT</b>
	<b>V.</b>	<b><u>DISCUSSION</u></b>
		A. Restricting Dogs at Community Events - <b>G WATKINS</b>
		B. Project Update: City Block Pre-Development Agreement - <b>K AXT</b>
	<b>VI.</b>	<b><u>COMMENTS</u></b>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	<b>VII.</b>	<b><u>EXECUTIVE SESSION</u></b>

October 8, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, October 8, 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, and Mayor Harless (4). Commissioner Wilson was unable to attend.

**INVOCATION:**

Commissioner Watkins led the Invocation

**PLEDGE OF ALLEGIANCE**

Mayor Harless led the pledge.

**PRESENTATIONS**

**ANNOUNCEMENT OF DISCRETIONARY FUNDING AWARD FROM KENTUCKY TRANSPORTATION CABINET FOR SOUTH 25<sup>TH</sup> STREET PROJECT**

The following summary is provided by Public Information Officer Pam Spencer.

*The Paducah Board of Commissioners started the meeting with an exciting announcement from the Kentucky Transportation Cabinet (KYTC). KYTC Department of Rural and Municipal Aid Commissioner Gray Tomblyn, II announced that the City of Paducah will be receiving \$650,000 in discretionary funds for the South 25<sup>th</sup> Street Project. This project will improve the overall safety of South 25<sup>th</sup> Street from Jackson Street (U.S 45/60) toward Mayfield Road (KY 994). The roadway needs restoration and widening in addition to drainage and sidewalk improvements. The funding request application prepared by the City states, "The completion of this project will be of great value to both the City and KYTC as it will provide the interconnectivity of several area neighborhoods for safe walks to Paducah Tilghman High School, connections to area parks, and enhanced emergency access to Baptist Hospital." Mayor Brandi Harless says, "I'm grateful that the Kentucky Transportation Cabinet is providing this funding to immensely improve South 25<sup>th</sup> Street. This is a complete street and sidewalk restoration project for a roadway that connects several neighborhoods to Baptist Health Paducah, Paducah Tilghman High School, the Housing Authority of Paducah, and Brooks Stadium. This is one of those rare projects that checks numerous boxes. A revitalized South 25<sup>th</sup> Street will improve drainage, walkability, connectivity, and safety. It's an incredible win for Paducah." City Manager Jim Arndt says, "This funding is an investment in Paducah and in Western Kentucky as a whole due to the visibility and use of the South 25<sup>th</sup> Street corridor. In addition to increasing the safety and quality of life for our citizens, this project will enhance the experience in Paducah for visitors to popular locations such as Brooks Stadium and Paducah Tilghman High School." In addition to improving traffic flow, reconstruction of South 25th Street will improve connectivity for approximately 2,000 citizens and 45 businesses.*

**EMPLOYEE BENEFIT PLANS BRIEFING**

The following summary is provided by Public Information Officer Pam Spencer.

October 8, 2019

*Benefits Advisor DJ Story with Peel & Holland provided an overview of the City of Paducah's 2020 health insurance plan through Anthem Blue Cross Blue Shield as the City's third-party administrator. Those who participate in the City's health plan will have no change to their health insurance premiums as compared to this current year. The City has maintained the same health insurance premium rates for eight consecutive years which is quite unusual and an indication of the good management of the health plan and the City's dedication to employee wellness. The City of Paducah has a self-insured health insurance plan which means the premiums paid into the plan by the employees are used to pay the claims. Story says, "Your employees haven't had to experience the peaks and valleys other employers have had. Kuddos to everyone involved."*

**CONSENT AGENDA**

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed for separate consideration. No items were removed for separate consideration. Mayor Harless asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	Approve Minutes for the September 24, 2019 Board of Commissioners Meeting
I(B)	<p>Receive and File Documents</p> <p><u>Minute File:</u></p> <ol style="list-style-type: none"><li>1. Surplus Property Determination – Recycling Equipment September 16, 2019</li><li>2. Certificate of Liability Insurance – William Briggs d/b/a Wiggins Concrete Construction</li></ol> <p><u>Contract File:</u></p> <ol style="list-style-type: none"><li>1. Interlocal Cooperation Agreement – City of Paducah, County of McCracken, Paducah -McCracken County Tourist and Convention Commission, Paducah-McCracken County Convention Center and McCracken County Sports Tourism Commission - ORD 2019-8-8585</li><li>2. Community Block Grant – CenterPoint Recovery Center 2019 – MO #2267</li><li>3. Agreement to Purchase Seven Police Pursuit-Rated SUV's from Linwood Motors in the amount of \$255,625 MO #2278</li><li>4. Amended to Contract with Tyler Technologies – Adding EnerGov – MO #2284</li></ol> <p><u>Financials File:</u></p> <ol style="list-style-type: none"><li>1. Paducah Water Works – Month ending August 31, 2019</li><li>2. Midtown Alliance of Neighbors, Inc. – year ended December 31, 2018</li></ol> <p><u>Bids</u></p> <ol style="list-style-type: none"><li>1. Paducah Police Department Records Scanning/Digitizing Project<ol style="list-style-type: none"><li>a. DRMS</li><li>b. KOFILE Technologies</li><li>c. US Imaging, Inc.</li><li>d. Doc Scan</li></ol></li></ol>

October 8, 2019

I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1321 SOUTH 8 <sup>TH</sup> STREET FROM ISIAH AND LUVERTA SHAW TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE <b>(MO #2285, BOOK 11)</b>
I(E)	A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR A 2019-2020 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT IN THE AMOUNT OF \$11,280 FOR THE PURCHASE OF FIVE (5) HANDHELD RADIOS FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME <b>(MO #2286, BOOK 11)</b>
I(F)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2019 KENTUCKY LITTER ABATEMENT GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE ENGINEERING/PUBLIC WORKS DEPARTMENT STREET LITTER ABATEMENT PROGRAM, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME <b>(MO #2287, BOOK 11)</b>
I(G)	A MUNICIPAL ORDER APPROVING AND ADOPTING THE COMPREHENSIVE HEALTH INSURANCE BENEFIT PLAN PREMIUMS, THE VISION INSURANCE PLAN PREMIUMS, AND THE DENTAL PLAN PREMIUMS FOR CALENDAR YEAR 2020 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME <b>(MO #2288, BOOK 11)</b>
I(H)	A MUNICIPAL ORDER ACCEPTING THE RATES FOR STOP LOSS INSURANCE COVERAGE AND AUTHORIZING AN AGREEMENT FOR ADMINISTRATIVE SERVICES WITH ANTHEM BLUE CROSS BLUE SHIELD FOR THE GROUP HEALTH INSURANCE PLAN FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2020 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME <b>(MO #2289, BOOK 11)</b>
I(I)	A MUNICIPAL ORDER ESTABLISHING POLICY FOR USE OF SPENDING CREDITS TOWARD THE PURCHASE OF CERTAIN BENEFITS SUCH AS HEALTH, DENTAL OR VISION PURSUANT TO THE CITY'S GROUP HEALTH INSURANCE PLAN FOR THE 2020 PLAN YEAR <b>(MO #2290, BOOK 11)</b>
I(K)	A MUNICIPAL ORDER AUTHORIZING PAYMENT TO THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY FOR TAX INCREMENT FINANCING (TIF) CONSULTANT SERVICES, IN AN AMOUNT OF \$85,185 AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME <b>(MO #2291, BOOK 11)</b>

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

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, and Mayor Harless (4).

## **ORDINANCE(S) – INTRODUCTION**

### **AMENDMENT OF CHAPTER 54, ARTICLE II – SMOKING IN PUBLIC PLACES**

Commissioner Watkins offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 54, ARTICLE II ‘SMOKING IN PUBLIC PLACES,’ DIVISION 2, ‘ENCLOSED PUBLIC PLACES, PLACES OF EMPLOYMENT, AND CERTAIN OUTDOOR PLACES’ OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This ordinance is summarized as follows: This ordinance amends sections 54-51 and 54-52 of the Code of Ordinances to allow for the operation of Cigar Bars or Cigar Lounges in the city of Paducah. A Cigar Bar or Cigar Lounge must clearly state in its name and marketing that it is a “cigar bar” or ”cigar lounge”, derive at least ten percent (10%) of its gross revenue from the on-site sale of tobacco products which products shall not include the sale of cigarettes, electronic smoking devices, or vaping liquids, and maintain an on-site walk-in humididor storing tobacco products for the intent of resale of said tobacco products. Smoking in a Cigar Bar or Cigar Lounge shall be limited to cigars and pipe tobacco.

### **AMENDMENT OF BUDGET ORDINANCE NO. 2019-6-8578**

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2019-6-8578, ENTITLED, ‘AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.’” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020, Ordinance No. 2019-6-8578, be amended by the following re-appropriation:

- Transfer \$72,000 from the FY20 Unreserved General Fund Fund Balance to the City Block Project Account

## **DISCUSSION**

### **PROJECT UPDATE: CITY BLOCK PRE-DEVELOPMENT AGREEMENT**

The following summary is provided by Public Information Officer Pam Spencer.

*Principal Planner Katie Axt provided an update to the Paducah Board of Commissioners on the City Block Project. In April 2019, the City entered into a 12-month preliminary development agreement with Louisville-based Weyland Ventures Development to undertake planning, design, and development for a 3-acre mixed use development on the existing municipal parking lot in downtown bounded by Second Street, Broadway, North Water Street, and Jefferson Street. The project, called City Block, would take the block and redevelop it with features that could include a 4-story, 120-room hotel along Jefferson Street between Water and 2<sup>nd</sup> Street, public parking spaces, open space for*

October 8, 2019

*public gatherings, and mixed-use buildings along Broadway between Water and 2<sup>nd</sup> Street. In this agreement, the City is responsible for undertaking due diligence work for the site including environmental review, geotechnical analysis, utility assessment, and a parking assessment.*

## **COMMENTS**

### **CITY MANAGER COMMENTS**

- Commended City employees and the insurance team on their efforts to keep the insurance premiums at the same level as last year. Through these efforts, City employees will see no increase in premiums.
- Expressed gratitude for the \$650,000 discretionary funding through KYTC for road funding.

### **COMMISSION COMMENTS**

- Commissioners Watkins and Abraham expressed concerns about people bringing their dogs to BBQ on the River.
- Commissioner McElroy spoke about the Music Garden in Noble Park being established by the local Garden Clubs.

### **PUBLIC COMMENTS**

Randy Beeler – offered comments about the change in the Smoking Ordinance

Ronald Ward – offered comments about the Project Update

Alberta Davis – offered comments about the Project Update

Marshall Davis – offered comments about the new hotel location

Rebecca Ausbrooks – offered comments about the Project Update

Melinda Winchester – offered comments about the Project Update

Randall Knight – offered comments about the new hotel location

## **ADJOURN**

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

Meeting ended at approximately 6:58 p.m.

ADOPTED: October 22, 2019

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

October 22, 2019

Deed File:

1. Commissioner's Deed – 322 Ashcraft Avenue

Contract File:

1. Contract For Services – Paducah-McCracken County Convention & Visitors Bureau – Fall 2019 Quilt Show – CM Signed
2. Tax Increment Financing – Contract Invoice with Kentucky Economic Development Finance Authority – MO #2291
3. Litter Abatement Program Grant Funding – MO #2287
4. Agreement to Purchase Three pickup trucks – Linwood Motors – MO #2283
5. Health, Vision and Dental Benefit Plan Premiums for 2020 – MO #2288
6. Administrative Services and Stop Loss Insurance with Anthem BC/BS – MO #2289
7. Professional Services Agreement with Bacon, Farm, Workman Engineering & Testing – Hydro Study – Signed by Rick Murphy per PUR 1, Revision 1
8. Agreement to Purchase Front Loader Refuse Truck – McBride Mack – MO #2282

Financials

1. Paducah Water Works – Financial Statements – years ended June 30, 2019 and 2018

Bids

1. Clerk's Office Scanning & Microfilm Project
  - a. US Imaging
  - b. DRMS
  - c. Written Procurement Determination – both bids rejected

Proposals

1. Request For Qualifications – Athletic Fields & Associates Facilities
  - a. PFGW Architects
  - b. Lose Design -
  - c. Strand Associates
  - d. Brandstetter Carroll, Inc. – Qualifications and Supplemental Information
  - e. Barge Design Solutions
  - f. Lose Design – Supplemental Information
  - g. RDG Planning & Design
  - h. Rosstarrant Architects
2. Request For Qualifications – Indoor Aquatics and Recreational Facility
  - a. Perkins & Will
  - b. Baysinger Architects
  - c. HDR
  - d. Brandstetter Carroll
  - e. RDG Planning & Design
  - f. PFGW Architects

CITY OF PADUCAH  
October 22, 2019

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

  
\_\_\_\_\_  
City Manager's Signature

10/18/19  
\_\_\_\_\_  
Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
October 22, 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>
<b><u>PARKS SERVICES</u></b>					
Clark, Amie R.	Recreation Superintendent \$30.09/hr	Recreation Superinterdent \$30.69/hr	NCS	Ex	October 10, 2019
<b><u>FINANCE</u></b>					
Guardian, Melanie	Revenue Technician I \$15.30/hr	Revenue Technician I \$15.68/hr	NCS	Non-Ex	October 24, 2019
<b><u>FIRE-SUPPRESSION</u></b>					
Hines, Ronnie	Captain \$18.66/hr	Captain \$18.71/hr	NCS	Non-Ex	October 15, 2019
Hatton, Michael W.	Captain \$18.90/hr	Captain \$19.45/hr	NCS	Non-Ex	October 15, 2019
Campbell, Heston	Lieutenant \$17.52/hr	Captain \$18.66/hr	NCS	Non-Ex	October 16, 2019
Powless, Chris	Captain \$18.66/hr	Captain \$18.81/hr	NCS	Non-Ex	October 15, 2019
Kirkham, Tim	Captain \$18.66/hr	Captain \$18.71/hr	NCS	Non-Ex	October 14, 2019
<b><u>POLICE-OPERATIONS</u></b>					
Thompson, Steven L.	Police Officer \$26.56/hr	Operations Sergeant \$28.00/hr	NCS	Non-Ex	October 24, 2019

**TERMINATIONS - FULL-TIME (FT)**

<u>POLICE-OPERATIONS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Winebarger, Adam K.	Police Officer	Resignation	October 17, 2019
Jackson, Victoria	Telecommunicator	Resignation	October 5, 2019
Teague, Jeremy A.	Police Officer	Resignation	October 15, 2019
<b><u>FIRE-PREVENTION</u></b>			
Howe, David	Deputy Fire Marshall	Resignation	October 25, 2019
<b><u>FIRE-SUPPRESSION</u></b>			
Looney, Billy J.	Captain	Retirement	October 19, 2019
Huskey, John	Captain	Retirement	October 16, 2019
<b><u>CUSTOMER EXPERIENCE</u></b>			
Howell, Nelvin C.	Customer Experience Representative	Resignation	October 25, 2019

CITY OF PADUCAH  
PERSONNEL ACTIONS  
October 22, 2019

EPW-FLEET

Alexander, Dena

Administrative Assistant III

Resignation

October 31, 2019

# **Agenda Action Form Paducah City Commission**

Meeting Date: October 22, 2019

Short Title: Acceptance of the FM Global Fire Prevention Grant in the amount of \$1,500 - **S KYLE**

Category: Municipal Order

Staff Work By: Greg Cherry, Ty Wilson

Presentation By: Steve Kyle

**Background Information:** FM Global offers financial support to organizations working to combat fire. Through the FM Global Fire Prevention Grant Program, fire departments can apply for funding to support a wide array of fire prevention, preparedness and control efforts, including pre-incident planning, fire prevention education/training and arson prevention/fire investigation.

The Paducah Fire Department was authorized by Municipal Order 2256 on June 25, 2019 to apply for a grant through FM Global Fire Prevention Grant Program. The Fire Department has been awarded a grant in the amount of \$1,500 for the purchase of 1 laptop to aid in fire investigations. The total project cost is \$1,444.75. Excess funds will be used towards a future item or for other items to support fire investigation and pre-incident planning efforts.

No match is 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: Authorize and direct the Mayor to execute all required grant award documents.

Attachments:

1. Municipal Order
2. 19-269 - Fire Prevention Grant Award Letter

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH FM GLOBAL FIRE PREVENTION GRANT IN THE AMOUNT OF \$1,500 FOR THE PURCHASE OF ONE LAPTOP COMPUTER TO AID IN FIRE INVESTIGATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a Fire Prevention Grant through FM Global, adopted by Municipal Order No. 2256 on June 25, 2019, to be used for the purchase of one laptop computer to aid in fire investigations; and

WHEREAS, FM Global 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 \$1,500 for the purchase of a laptop to aid in fire investigations, and authorizes the Mayor to execute the Grant Agreement and all related documents. The total project cost is \$1,444.75. Excess funds will be used towards a future item or for other items to support fire investigation and pre-incident planning efforts. No local or in-kind match is required.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners October 22, 2019  
Recorded by Lindsay Parish, City Clerk October 22, 2019  
MO\grants\award – FM Global Fire Prevention Grant 2019



October 1, 2019

Chief Kyle  
City of Paducah Fire Department  
P.O. Box 2267  
Paducah, Kentucky 42002-2267  
United States

Dear Chief Kyle:

Congratulations. Your grant application for an FM Global fire prevention grant stood out among the hundreds we received, and we will be funding \$1500 towards the purchase of laptops with software. We hope the additional funding will help to strengthen your efforts to ultimately, and more effectively prevent fire—the leading cause of property destruction worldwide.

In the coming weeks, you will be contacted by an FM Global representative to set up a formal presentation. In the meantime, award checks will be mailed in October to your attention at the address above. Please feel free to use the attached news release that we've prepared for you to promote news media interest—be it in advance of or after the formal presentation.

During the past 40 years, FM Global has awarded millions of dollars in funding to fire departments and related agencies worldwide. With a shared philosophy that the majority of property loss is preventable—not inevitable—we can make a difference in preventing the frequency and severity of fire...together.

Once again, congratulations on your recent fire prevention grant awarded by FM Global, one of the world's largest commercial property insurers.

If you have any questions regarding your award, please feel welcome to e-mail me.

Best wishes for continued success in your fire prevention endeavors.

A handwritten signature in dark ink, appearing to read "Michael Spaziani".

Michael Spaziani  
Assistant Vice President, Manager - Fire Service Programs

*CC: Bill Smith - Cleveland Operations  
19-269 - City of Paducah Fire Department*



# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: October 22, 2019

**Short Title:** Acceptance of Recreational Trails Program grant award in the amount of \$100,000 for the Perkins Creek "Bob Leeper" Bridge Project - **R MURPHY**

**Category:** Municipal Order

Staff Work By: Rick Murphy, Melanie Townsend

Presentation By: Rick Murphy

**Background Information:** The Recreational Trails Program (RTP) is funded by the Federal Highway Administration (FHWA). It can be used to provide assistance for acquisition of easements, development and/or maintenance of recreational trails and trailhead facilities for both motorized and non-motorized use. All trails that have received FHWA funding must remain open to the public and maintained for perpetuity. The Governor of Kentucky designated the Department for Local Government as the state agency responsible for administering the RTP.

As approved by Municipal Order #2088 on April 10, 2018, the City of Paducah in partnership with McCracken County Fiscal Court applied for and received a \$100,000 Recreational Trails Program grant for the installation of a pedestrian footbridge over Perkins Creek in order to connect the City's Greenway Trail to the McCracken County Trail System.

The City will serve as grant fiscal agent and project management with assistance from McCracken County. The total project cost is estimated to be \$250,000 with \$80,000 from the City, \$30,000 from the County, \$30,000 from Four Rivers Nuclear Partnership, \$5,000 from Veolia North America, and \$5,000 from Geosyntec Consultants. The City's contribution will be paid from Project PA0119.

**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: Leeper bridge

Account Number: PA0119

**Staff Recommendation:** Authorize and direct the Mayor to execute all required documents to accept the \$100,000 Recreational Trails Program grant for the Perkins Creek "Bob Leeper" Bridge Project.

**Attachments:**

1. Municipal Order
2. Paducah RTP 567-18

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE FEDERAL HIGHWAY ADMINISTRATION FOR A RECREATIONAL TRAILS PROGRAM GRANT IN THE AMOUNT OF \$100,000 FOR THE PERKINS CREEK “BOB LEEPER” BRIDGE PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a Recreational Trails Program Grant through the Federal Highway Administration, adopted by Municipal Order No. 2088 on April 10, 2018, to be used for the Perkins Creek “Bob Leeper” Bridge Project; and

WHEREAS, the Federal Highway Administration 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 \$100,000 through the Federal Highway Administration for a Recreational Trails Program Grant to be used for the Perkins Creek “Bob Leeper” Bridge Project and authorizes the Mayor to execute the Grant Agreement and all related documents. The City of Paducah will serve as grant fiscal agent and project management with assistance from McCracken County. The total project cost is estimated to be \$250,000 with City of Paducah contribution being \$80,000, McCracken County contribution being \$30,000, Four Rivers Nuclear Partnership contribution being \$30,000, Veolia North America contribution being \$5,000 and Geosyntec Consultants contribution being \$5,000. The City’s contribution shall be paid through the Leeper Bridge Project Account No. PA0119.

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 October 22, 2019  
Recorded by Lindsay Parish, City Clerk October 22, 2019  
MO\grants\award- Bob Leeper Bridge Grant Acceptance



# Commonwealth of Kentucky CONTRACT

**DOC ID NUMBER:**

PON2 112 2000000728

Version: 1

Record Date:

Document Description: Paducah RTP# 567-18

Cited Authority: KRS148.022  
Outdoor Recreation Programs

Reason for Modification:

**Issuer Contact:**Name: Jodie Williams  
Phone: 502-573-2686  
E-mail: Jodie.Williams@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@PADUCAH.KY.GOV**Effective From:** 2019-10-15**Effective To:** 2021-10-01

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Paducah RTP# 567-18	\$0.000000	\$100,000.00	\$100,000.00

**Extended Description:**

Paducah will construct a pre-fab pedestrian bridge, trailside facilities in the Perkins Creek Nature Preserve. The project is federally funded by the Federal Highway Administration and expires October 1, 2021.

**Shipping Information:**Department for Local Government - Office of Grants  
100 Airport Rd, 3rd Fl

Frankfort KY 40601

**Billing Information:**Department for Local Government - Office of Grants  
100 Airport Rd, 3rd Fl

Frankfort KY 40601

**TOTAL CONTRACT AMOUNT:****\$100,000.00**

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Memorandum of Agreement

COMMONWEALTH OF KENTUCKY  
DEPARTMENT FOR LOCAL GOVERNMENT  
OFFICE OF FEDERAL GRANTS  
RECREATIONAL TRAILS PROGRAM (RTP)

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department for Local Government ("the Commonwealth") and City of Paducah ("the Contractor") to establish an agreement for Perkins Creek Pedestrian Bridge. The initial MOA is effective through October 1, 2021.

Scope of Services:

**1 - OBLIGATIONS OF DLG**

DLG covenants and agrees, conditioned upon the timely performance by the other parties of their respective obligations, to undertake the following obligations:

A. DLG shall, subject to the availability of the appropriate federal funds for the project, reimburse to the Local Agency an amount not to exceed (\$100,000.00.) The Local Agency shall make full payment for the cost of an item and/or provide documentation for in-kind contributions before submitting a request for reimbursement of eligible project costs. During the term of this Agreement, eligible project costs are identified in Attachment A, Scope of Services and Budget. Reimbursement requests should be made Quarterly. A request for reimbursement may not be submitted to DLG for less than 25 percent of the total eligible project costs. The rate of reimbursement will be 50 percent. The final 25 percent of the National Recreational Trails Fund grant will be withheld until the project is completed, inspected, and accepted by DLG staff and representatives of the Federal Highway Administration (FHA) and a permanent trail easement in favor of DLG is filed.

B. DLG and FHA may, but are not required to, make periodic inspections of the Project and may send inspection reports to the Local Agency. The Local Agency shall correct deficiencies identified in the inspection report and their correction reported in writing to DLG within two weeks of receipt of the inspection report.

C. DLG shall cooperate fully with the Local Agency in order to facilitate the obligations set out in this Agreement.

**2 - OBLIGATIONS OF THE LOCAL AGENCY**

The Local Agency covenants and agrees to undertake the following obligations:

A. The Local Agency shall perform and cause to be performed all necessary acts to plan, design and construct the Project in accordance with applicable law and the provisions stated herein. Refer to the Local Public Agency (LPA) manual for guidance.

B. The Local Agency shall obtain all necessary permits, licenses and approval from the appropriate governmental entities for construction of the Project.

C. The Local Agency shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies and require all contractors employed by the Local Agency to comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies. In particular, the Local Agency, and its contractors shall comply with 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. As evidence of the grant recipient's intention to comply, a Standard Form 424D, Assurances - Construction Programs, shall be signed by the authorized certifying official and made a part of this Agreement. If applicable, the Local Agency shall provide documentation to show compliance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1990 as amended. This documentation must be submitted before the first request for reimbursement is made. The Local Agency shall use its own procurement procedures that reflect applicable state and local laws for all purchases of goods or services related to the Project.

D. The Local Agency shall appropriately address any advisory comments that are attached to the Kentucky State Clearinghouse's notification letter relating to the grant recipient's project. If applicable, evidence that the advisory comments have been satisfactorily addressed must be submitted to DLG before any work can begin on this project. Additionally, during the period of performance, the Local Agency shall notify DLG immediately if any significant adverse environmental impacts result from project implementation and shall cease all project activity until an evaluation is made by DLG and its representatives to determine what actions are necessary and appropriate.

E. In the design, construction, rehabilitation, and maintenance of trails funded by the Recreational Trails Program (except that federal land management agencies will use their own standards), the Local Agency shall use standards that are listed in the following publications:

- Standard Specifications for Construction of Trails, U.S. Forest Service.
- Trails Management Handbook, U.S. Forest Service.
- Guide for the Development of Bicycle Facilities, The American Association of State Highway and Transportation Officials.
- Americans with Disabilities Act Accessibility Guidelines for Buildings and

Facilities, 49 CFR Part 37 (Local Agencies shall make efforts to provide and improve recreational access opportunities for people with disabilities within reasonable costs and environmental constraints).

F. The Local Agency agrees that signs and traffic control devices shall comply with the Manual on Uniform Traffic Control Devices and Standard Highway Signs, U.S. Federal Highway Administration.

G. The Local Agency shall retain all records relating to the project until DLG audits the records, or for three years after the Project is closed out, whichever occurs first. The records include, but are not limited to, the following:

- Payroll register by pay period showing names, hours worked, hourly rate, benefits, deductions, gross pay, and net pay.
- Final cost summary of all payroll registers.
- Time sheets signed by both employees and their respective supervisors.
- Invoices for purchased materials.

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- Invoices for all design and construction costs.
- Each invoice shall have the date paid and check number indicated on it.
- Cancelled checks or copies thereof.
- Copies of documents used in procurement (advertisements, plans and specifications, bid tabulations, contracts, and change orders).
- Statements specifying donations to the project signed by the donor.

H. A copy of the Local Agency's resolution authorizing the execution of this Agreement is attached hereto and made a part hereof.

I. The Local Agency shall cooperate fully with DLG and provide any documentation requested by DLG in order to facilitate the obligations set out in this Agreement.

J. The Local Agency shall submit quarterly progress reports to DLG in the form prescribed by DLG until the Project is closed out by DLG. The reports shall be submitted by the 15th day of the month following the last day of each calendar quarter (i.e., January 15th, April 15th, July 15th, and October 15th). The report shall list, at a minimum, the line items in the cost estimate and the percent of completion as well as any indication of problems or time delays. The final quarterly progress report shall act as the Project Completion Report. The Progress Completion Report must be approved by DLG. Any deficiencies found in the Progress Completion Report shall be remedied by the Local Agency no later than 2 weeks from receipt of notification.

K. The Local Agency shall execute and record in the public property records of the county clerk's office a limitation of use notice, deed of restriction, or other appropriate document dedicating the property in perpetuity to public outdoor recreation in accordance with the Conditions set forth below. The document shall identify the property by the project boundary map submitted with the application to the Department. The document and the County Clerk's filing certification shall be submitted to DLG along with the Local Agency's first request for reimbursement under this agreement. A permanent trail easement in favor of the DLG must be approved prior to receiving final reimbursement.

Upon Project completion, the Local Agency shall operate and maintain the Project as follows:

- Facilities shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
- Facilities shall be kept reasonably safe for public use.
- Facilities shall be kept open for public use at reasonable hours and times of the year for perpetuity.
  - Facilities shall be kept open for all persons regardless of race, color, sex, national origin, or disability.

L. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this Agreement shall be deemed a default of this Agreement by the Local Agency, with the Local Agency returning those funds to DLG, if DLG has made reimbursement to the Local Agency.

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### 3 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of any party to fulfill its obligations under this Agreement or the failure of any event to occur by a date established by this Agreement shall constitute a breach of it unless the fulfillment of such obligation is waived or modified by written agreement of the parties.
- B. In the event of default by the Local Agency, including the failure to meet any time deadlines or provisions set out in this Agreement, DLG may declare this Agreement void from the beginning without further obligation to the Local Agency and may commence appropriate legal or equitable action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.
- C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their obligations under this Agreement and no party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.
- D. Both parties, DLG and the Local Agency, acknowledge that this Agreement is entered into under the provision of KRS 45A.023, and that future Kentucky General Assemblies may discontinue funding in subsequent budgets.

### 4 - MISCELLANEOUS PROVISIONS

- A. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.
- B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of all parties hereto.
- D. No decision-making official or employee of the Local Agency involved in discussions regarding a contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract.
- E. No person performing services for the Local Agency in connection with this project shall have a financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed in the Local Agency's public meeting and reflected in the Public Agency's public meeting minutes, and such officer, employee, or person has not participated in the acquisition of said property for or on behalf of the Local Agency.
- F. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, superseded all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

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G. Time is of the essence in the performance of each of the terms and conditions of this Agreement.

H. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.

I. The Grantee hereby agrees to adopt the provisions of DLG's Implementation Plan for Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq (nondiscrimination in use of federal funds), a copy of which is available upon request. In lieu of this requirement, the Grantee may adopt its own Title VI Implementation Plan, provided that the Grantee attaches hereto a copy of its Title VI Implementation Plan and any applicable annual updates.

J. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

If to DLG: Department for Local Government  
1024 Capital Center Drive, Suite 340  
Frankfort, Kentucky 40601  
ATTENTION: Jodie Williams

If to the Local Agency: City of Paducah  
PO Box 2267  
Paducah, Kentucky 42002  
ATTENTION: Mayor Brandi Harless

K. Disadvantaged Business Enterprises (DBE)

The Local Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The Local Agency shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Local Agency's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Agency of its failure to carry out its approved program, DLG may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C.3801 et seq.).

L. The Local Government Agency complies with the Local Public Agencies (LPA) manual for federal aid assistance created by the Kentucky Transportation Cabinet and the Federal Highway Administration.

M. The FHWA's Buy America policies require a domestic manufacturing process for all steel or iron products that are permanently incorporated in a Federal-aid highway construction project. Title 23 Section 313 and FHWA's regulations in 23 CFR 635.410 provide that the Administrator may issue a waiver if, (1) the application of Buy America provisions would be inconsistent with the public interest or (2) iron and steel materials/products are not produced in the United States in sufficient and reasonably available quantities which are of satisfactory quality. The statute and regulations also waive Buy America provisions at the time of contract

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award if a State elects to include an alternate bidding provision in the project advertisement for foreign and domestic steel and iron products, and the lowest overall bid based on using domestic products is 25 percent more than the lowest overall bid based on using foreign products. Additionally, the FHWA's regulations permit a minimal use of foreign steel and iron in the amount of \$2,500 or one-tenth of one percent, whichever is greater, to be used in a Federal-aid project.

N. FHWA Required Posters for contactors need to display at job site. Please provide a photo of the bulletin board displaying these posters for any RTP projects that are utilizing contractors. [www.fhwa.dot.gov/programadmin/contracts/poster.cfm](http://www.fhwa.dot.gov/programadmin/contracts/poster.cfm)

**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.

Department for Local Government:

\_\_\_\_\_  
 Sandra K. Dunahoo                      Date  
 Commissioner, DLG

\_\_\_\_\_  
 DLG Attorney                      Date

City of Paducah:

\_\_\_\_\_  
 Signature                      Title

\_\_\_\_\_  
 Printed Name                      Date

\_\_\_\_\_  
 LPA Signature                      Date

\_\_\_\_\_  
 Printed Name

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Approved as to form and legality:

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Attorney

## SCOPE OF WORK

### Perkins Creek Pedestrian Bridge

SCOPE: Construct a prefab pedestrian footbridge, trailside facilities within the Perkins Creek Nature Preserve.

#### BUDGET:

Pre-Fab Bridge	\$134,270.00
Footbridge Installation	\$13,000.00
Abutments	\$13,000.00
Clearing/Grubbing	\$7,000.00
Channel Lining	\$13,630.00
Landscaping	\$1,100.00
DGA	\$1,500.00
Trailside Facilities	\$15,000.00
<b>Total Project Costs</b>	<b>\$200,000.00</b>

#### FUNDING:

RTP Grant	\$100,000.00
Local Match	\$100,000.00

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Total Funds      \$200,000.00

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### **Memorandum of Agreement Standard Terms and Conditions**

#### **1.00 Cancellation clause:**

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.

#### **2.00 Funding Out Provision:**

The state agency may terminate this agreement 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 agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

#### **3.00 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.

#### **4.00 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

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deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**5.00 Effective Date:**

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement 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.

**6.00 Violation of tax and employment laws:**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement 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 agreement shall report any such final determination(s) of 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 agreement 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 agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

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[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

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.

**7.00 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

**8.00 Discrimination:**

This section applies only to agreements 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 agreement, 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,

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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 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 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 agreement or with any of the said rules, regulations or orders, this agreement 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 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

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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.

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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.

Department for Local Government:

\_\_\_\_\_  
 Sandra K. Dunahoo                      Date  
 Commissioner, DLG

\_\_\_\_\_  
 DLG Attorney                      Date

City of Paducah:

\_\_\_\_\_  
 Signature                      Title

\_\_\_\_\_  
 Printed Name                      Date

\_\_\_\_\_  
 LPA Signature                      Date

\_\_\_\_\_  
 Printed Name

Approved as to form and legality:

\_\_\_\_\_  
 Attorney

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: October 22, 2019

**Short Title:** Approval of contract with HDR, Inc. for geotechnical and environmental review services for an amount not to exceed \$72,000 - **K AXT**

**Category:** Municipal Order

Staff Work By: Katie Axt

Presentation By: Katie Axt

**Background Information:** In April 2019, the City of Paducah entered into a preliminary development agreement with Weyland Ventures to perform planning, design, and development tasks associated with future development of the city-owned parcel located at S. 2nd and Broadway ("City Block"). Under this agreement, the City of Paducah committed to performing a geotechnical analysis and Environmental review. The City of Paducah recommends entering into a contract with HDR, Inc. to perform this work.

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

**If yes, please list the Action Step Item Codes(s):** E-3: Promote occupancy of all downtown buildings.

**E-4:** Continue developing the riverfront from the Carson Center to the Convention Center

**Funds Available:** Account Name: TIF / OZ project

Account Number: DT044

**Staff Recommendation:** Approve and authorize the Mayor to sign the related documents.

**Attachments:**

1. Municipal Order
2. Paducah-Phase II Prelim Env Site and Geo Investigation-Agrmt (002)

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND HDR ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$72,000 FOR PROFESSIONAL GEOTECHNICAL ANALYSIS AND ENVIRONMENTAL REVIEW SERVICES FOR THE CITY-OWNED PARCEL LOCATED AT SOUTH 2<sup>ND</sup> AND BROADWAY (“CITY BLOCK”)

WHEREAS, the City of Paducah entered into a preliminary development agreement with Weyland Ventures to perform planning, design, and development tasks associated with future development of the city-owned parcel located at South 2<sup>nd</sup> and Broadway (“City Block”); and

WHEREAS, under this agreement with Weyland Ventures, the City committed to performing geotechnical analysis and environmental review; and

WHEREAS, the City of Paducah is now ready to enter into an agreement with HDR, Inc. for geotechnical analysis and environmental review services; and

WHEREAS, a written determination has been made by the City Manager that this agreement with HDR Engineering, Inc. is for professional services and will be a noncompetitive negotiation purchase, pursuant to KRS 45A.380(3).

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

SECTION 1. The City hereby authorizes and approves an Agreement with HDR Engineering, Inc., in an amount not to exceed \$72,000, in substantially the same form attached hereto and made part hereof (**Exhibit A**), for professional services related to geotechnical analysis and environmental review services for “City Block”. Further, the Mayor is authorized to execute the Agreement and all related documents.

SECTION 2. This expenditure shall be charged to the TIF/Opportunity Zone Project No. DT0044.

SECTION 3. 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, October 22, 2019  
Recorded by Lindsay Parish, City Clerk, October 22, 2019  
MO\agree- HDR City Block Environmental Review

# Exhibit A



October 4, 2019

Ms. Tammara Tracy  
Director of Planning  
City of Paducah  
P.O. Box 2267  
300 South 5th Street  
Paducah, KY 42002-2267

**Re: Geotechnical Investigation and Phase II Preliminary Environmental Site Investigation  
City Block (bounded by Broadway, Jefferson, North 2<sup>nd</sup>, and Water Street)**

Dear Ms. Tracy,

HDR appreciates this opportunity to provide the City of Paducah with a cost estimate to provide engineering services associated with the proposed project. The Subject Property is located near the intersection of North 2nd Street and Broadway, encompassing the city block parking lot bounded by Jefferson St. to the north, Broadway to the south, Water St. to the east, and North 2nd Street to the west. Please find the following cost estimates to perform a geotechnical investigation and a phase II preliminary environmental site assessment for your consideration.

**GEOTECHNICAL INVESTIGATION**

A total of fifteen (15) borings are proposed for this investigation. The proposed drilling would consist of 1- 100' boring, 1-80' boring, and 5-40' borings for the hotel and 1-80' boring and 3-40' borings for each of the two mixed-use buildings. The borings would include standard penetration tests or shelly tubes at intervals of every 2.5' in the upper 10' and every 5' thereafter until the boring termination depth. Additional samples will be collected for Environmental testing. Both initial and 24 hour groundwater measurements will be obtained where possible.

The recovered soil samples will be delivered to our Paducah Materials Laboratory for testing which will include natural moisture content of all recovered samples; and representative samples will be selected for Atterberg limits, sieve analysis, unconfined compression, unconsolidated undrained triaxial testing, consolidation testing, and corrosion series testing.

Once the drilling and lab testing is completed, we will prepare a geotechnical report that summarizes the field and laboratory results and provides recommended parameters for typical foundation types utilized in building construction. The Geotechnical Report would include shallow and deep foundation alternatives, along with settlement analyses associated with each the foundation type.

We agree to perform the geotechnical investigation for a lump sum fee of **\$54,500**.

*Geotechnical Investigation - Assumptions/Clarifications/Exceptions*

1. The Owner (or its agents) will provide suitable access to the site. This will require closing or partially closing the parking lot during our drilling operations.
2. The proposed borings would be located using existing topo and other available mapping. No survey monies have been included.
3. The Owner (or its agents) will assist in the location and identification of buried utilities which cannot be identified by the Kentucky 811 system.
4. No construction phase services are included in this proposal.
5. Due to the history of this site, there is potential for false refusals to occur on abandoned foundations or other abandoned subsurface structures during our investigation. This may require some borings to be moved or offset from the proposed locations. Each boring will be terminated after a maximum of two (2) attempts to reach the planned depth. Should this occur, we will contact the Owner to discuss options for obtaining the necessary subsurface data.
6. Each boring will be backfilled with auger cuttings. Alternative backfill materials could be utilized if requested (grout, bentonite, etc...) for an additional fee.
7. Initial and 24 hour ground water readings will be taken in the borings where possible. Some boring locations may be deemed as unsafe to leave open unattended and prevent us from obtaining the 24 hour reading.
8. The seismic site class will be determined based on SPT values of the deepest boring. No shear wave velocity testing or site specific studies are included.
9. No pavement designs for entrances or parking lots, ground modification analyses, retaining walls, or other below grade structures will be included in the Geotechnical Report.
10. The Geotechnical Report will provide recommended soil parameters and recommended bearing capacities for typical foundation types. Our estimate includes a maximum of four deep foundation analysis options. Additional cost will be necessary if additional foundation alternatives or specific foundation designs are requested. In the future, once actual foundation loadings are available we could provide these additional services under a separate agreement.
11. The site is currently a parking lot that was constructed in the late 1980s or early 1990s. Previous to the parking lot, the site contained buildings that included factories. The site is likely to contain un-engineered fill, concrete rubble from the buildings and foundations, and other waste or spoil. No amount of drilling and field exploration will uncover all of subsurface conditions that exist at the site. However, the more information that is gathered during the design phase will help with the interpolation of subsurface data that will be required between the samples and borings.

## **PHASE II PRELIMINARY ENVIRONMENTAL SITE INVESTIGATION**

HDR has completed a Phase I Environmental Site Assessment for the City of Paducah (City) in our report dated July 24, 2019 "Phase I Environmental Site Assessment (ESA) of 2<sup>nd</sup> Street City Block Parking Lot".

The property has been actively developed since the early 1800s with several former commercial and light industrial facilities up until the early 1980s, when the block was razed and later developed in the current public parking lot. Several former businesses were identified from a historic review of the site that could pose an environmental concern for future development. In response to the presence of these former businesses, specifically regarding potential historic releases of hazardous materials into the subsurface, the report recommends a Preliminary Site Investigation (PSI).

The goal of a Phase II Investigation (such as this PSI) is to identify the presence or absence of potential contaminants associated with former site activities. This PSI will quantify soil and groundwater concentration of potential contaminants identified in the Phase I ESA. If there is gross

contamination of the soil and/or groundwater HDR will stop work, notify the client and determine the appropriate course of action. If the impact is agreed by HDR and City to meet the state reportable quantity threshold or is a threat to human health and the environment (KRS 224.1-400), the Emergency Response Branch of the

Kentucky Energy and Environment Cabinet will be notified. HDR proposes the following scope of work for this PSI.

#### Field Investigation

To identify possible impacts to the soil and groundwater, HDR proposes to advance soil test borings at the site. It is understood test borings will be advanced in concurrence with the upcoming geotechnical investigation to minimize costs and streamline due diligence for the City. No costs for separate mobilization of drilling equipment nor advancement of additional borings for environmental have been included in this proposal.

By coordinating with the geotechnical team, it is understood that 15 borings will be advanced at the site. Based on this number of borings, HDR proposes to collect a maximum of nine (9) soil samples for environmental testing from the geotechnical test borings. An HDR environmental professional will be on-site during the geotechnical investigation to log and screen all soil samples from designated environmental borings with a photoionization detector (PID). At least two samples will be collected from each assigned boring where monitoring devices indicate the greatest impact to soil or there is observation of contamination as deemed by the onsite geologist. A maximum of three (3) groundwater grab samples will also be collected during the PSI with the use of a peristaltic pump, dedicated tubing, and disposable in-line filters (for metals analysis).

#### Laboratory Analysis

HDR will prep and ship the collected samples to an appropriately certified analytical laboratory for analysis. Soil and groundwater samples will be analyzed for USEPA Method 8260, Method 8270, Target Analyte List (TAL) Metals (including Mercury), and PCBs. The final numbers and locations will be based on field observation at the time of sampling and is subject to change. HDR anticipates a maximum of four (4) days of field work for the PSI sampling effort.

#### Reporting

HDR will provide a report summarizing the results of the PSI. The report will document our methods and procedures for sampling, as well as providing a summary of analytical data compared to US EPA Regional Screening Levels. Recommendations for further investigation will also be provided, if warranted. The goal of the report is to provide sufficient information to determine a strategy for site redevelopment.

We agree to perform the phase II preliminary site investigation for a lump sum fee of

**\$16,600. GEOTECHNICAL INVESTIGATION AND PHASE II PRELIMINARY SITE**

#### **INVESTIGATION**

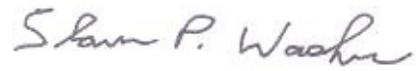
The combined lump sum fee for the geotechnical and phase II preliminary site investigations is **\$71,100**. We appreciate this opportunity to provide geotechnical and environmental services to the City of Paducah. Please contact my office if you have questions or would like to meet in order to discuss this proposal in detail.

Sincerely,

HDR

Handwritten signature of Kevin E. Walker in black ink.

Kevin E. Walker, PE (AL, GA, NC, PA, TX) Shawn P. Washer, PE Senior  
Geotechnical Engineer Vice President

Handwritten signature of Shawn P. Washer in black ink.

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between **CITY OF PADUCAH, KENTUCKY** (“OWNER”), with offices at PO BOX 2267, 300 South 5<sup>th</sup> Street, Paducah, KY 42002-2267, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as **PHASE II PRELIMINARY ENVIRONMENTAL SITE AND GEOTECHNICAL INVESTIGATIONS** (“Project”);

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

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

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

**SECTION I. SCOPE OF SERVICES**

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

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

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

**SECTION III. RESPONSIBILITIES OF OWNER**

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

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on a Lump Sum basis. The amount of the lump sum is **Seventy-one Thousand One Hundred Dollars** (\$71,100).

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

**SECTION VI. SPECIAL PROVISIONS**

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

CITY OF PADUCAH, KENTUCKY  
"OWNER"

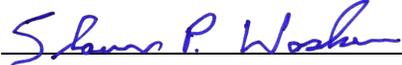
BY: \_\_\_\_\_

NAME: Brandi Harless

TITLE: Mayor

ADDRESS: PO Box 2267  
300 South 5<sup>th</sup> Street  
Paducah, KY 42002-2267

HDR ENGINEERING, INC.  
"ENGINEER"

BY: 

NAME: Shawn P. Washer, PE

TITLE: Vice President/Office Principal

ADDRESS: 4645 Village Square Drive  
Suite F  
Paducah, KY 42001

**EXHIBIT A**

**SCOPE OF SERVICES**



October 4, 2019

Ms. Tammara Tracy  
Director of Planning  
City of Paducah  
P.O. Box 2267  
300 South 5th Street  
Paducah, KY 42002-2267

**Re: Geotechnical Investigation and Phase II Preliminary Environmental Site Investigation  
City Block (bounded by Broadway, Jefferson, North 2<sup>nd</sup>, and Water Street)**

Dear Ms. Tracy,

HDR appreciates this opportunity to provide the City of Paducah with a cost estimate to provide engineering services associated with the proposed project. The Subject Property is located near the intersection of North 2nd Street and Broadway, encompassing the city block parking lot bounded by Jefferson St. to the north, Broadway to the south, Water St. to the east, and North 2nd Street to the west. Please find the following cost estimates to perform a geotechnical investigation and a phase II preliminary environmental site assessment for your consideration.

### **GEOTECHNICAL INVESTIGATION**

A total of fifteen (15) borings are proposed for this investigation. The proposed drilling would consist of 1-100' boring, 1-80' boring, and 5-40' borings for the hotel and 1-80' boring and 3-40' borings for each of the two mixed-use buildings. The borings would include standard penetration tests or shelly tubes at intervals of every 2.5' in the upper 10' and every 5' thereafter until the boring termination depth. Additional samples will be collected for Environmental testing. Both initial and 24 hour groundwater measurements will be obtained where possible.

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#### **Geotechnical Investigation - Assumptions/Clarifications/Exceptions**

1. The Owner (or its agents) will provide suitable access to the site. This will require closing or partially closing the parking lot during our drilling operations.

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4. No construction phase services are included in this proposal.
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Sincerely,

HDR



Kevin E. Walker, PE (AL, GA, NC, PA, TX)  
Senior Geotechnical Engineer



Shawn P. Washer, PE  
Vice President

**EXHIBIT B**

**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Professional Services

## 1. STANDARD OF PERFORMANCE

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

## 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

## 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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

## 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those

set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

## 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

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

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

## 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### **9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### **10. SEVERABILITY**

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

#### **11. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

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

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### **12. CHANGES**

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

#### **13. CONTROLLING AGREEMENT**

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

#### **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### **15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

**18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

**19. NO THIRD PARTY BENEFICIARIES**

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

**20. UTILITY LOCATION**

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

**21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

**22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to,

cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

# Agenda Action Form Paducah City Commission

Meeting Date: October 22, 2019

Short Title: Approve Tyler Technologies, Inc. Contract Amendment for the reduction of services in the amount of \$65,560 - **B LAIRD**

Category: Municipal Order

Staff Work By: Justin Crowell

Presentation By: Brian Laird

**Background Information:** Under Ordinance No. 2018-4-8524, the City of Paducah previously authorized the expenditure of \$916,282.00 to Tyler Technologies, Inc. for the initial cost and fees associated with the the establishment of a Computer Aided Dispatch System that is to be utilized in the operation of the City's 911 System.

Under Municipal Order 2180, the City of Paducah authorized the Mayor to execute Change Order No 1 and Change Order No. 2 with Tyler Technologies, in the amount of \$59,745, which reduced the total agreement amount to \$856,537.

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: E911 CAD Upgrade

Account Number: E91105

**Staff Recommendation:**

The City now desires to amend this the contract through 1 Change Order in order to remove certain services from the contract that have become unnecessary for the City of Paducah. Additionally, the City desires to approve a contract amendment for the removal of certain software from the original contract that have become unnecessary for the City of Paducah and purchase an additional item of software.

This Municipal Order seeks for the City Commission to approve Change Order No. 3, which removes certain services no longer needed from the agreement resulting in a price reduction of \$65,560, and authorize the Mayor to execute this Change Order on behalf of the City.

Additionally, this Municipal Order seeks for the City Commission to approve a contract amendment which removes certain software software from the contract agreement, resulting in a credit of \$24,050, and approve the purchase of an additional item of Software ("State Photo Download") in the amount of \$5,200, resulting in a total credit of \$18,850 that the City may use to purchase additional software through Tyler Technologies, Inc. and authorize the Mayor to execute this contract amendment on behalf of the City. This results in no additional

cost to the City.

**Attachments:**

1. Municipal Order
2. Tyler New World Paducah Change Order 3-Not Signed

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ADOPTING CHANGE ORDER NO. 3 TO THE LICENSE AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR THE COMPUTER AIDED DISPATCH SYSTEM FOR THE CITY OF PADUCAH 911 SERVICES DIVISION FOR A PRICE REDUCTION IN A TOTAL AMOUNT OF \$65,560, THE PURCHASE OF STATE PHOTO DOWNLOAD SOFTWARE AND THE ELIMINATION OF OTHER SOFTWARE RESULTING IN A SOFTWARE CREDIT OF \$18,850 TO BE USED ON FUTURE SOFTWARE NEEDS AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER

WHEREAS, by Ordinance No. 2018-4-8524, the City of Paducah authorized a License and Services Agreement with Tyler Technologies, Inc. for the purchase and installation of a computer aided dispatch system for the City's 911 Communication Services Division; and

WHEREAS, by Municipal Order No. 2180, the City of Paducah amended the License and Services Agreement through Change Orders No. 1 & 2 to decrease the total contract amount to \$856,537; and

WHEREAS, the City of Paducah now desires to enter into Change Order No. 3 to the License and Services Agreement to eliminate certain services for a decrease to the contract amount by \$65,560, to add State Photo Download Services to the contract and to remove certain software services which results in a credit to the City of Paducah in a net amount of \$18,850 to be used on future software needs.

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

SECTION 1. The City Commission hereby approves Change Order No. 3 to the License and Services Agreement with Tyler Technologies, Inc. in order to remove certain services from the agreement resulting in a price decrease of \$65,560. Further, this Change Order removes certain software services from the agreement resulting in a credit to the City of \$24,050 and approves the purchase of state photo download software in an amount of \$5,200 for a total net credit amount of \$18,850 that the City may use to purchase additional software through Tyler Technologies, Inc. Further, the Mayor is hereby authorized to execute Change Order No. 3 in behalf of the City.

SECTION 2. The adoption of Change Order No. 3, as authorized in Section 1 above, decreases the License and Services Agreement by a total of \$65,560, henceforth reducing the total agreement to an amount of \$790,977.

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

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 22, 2019

Recorded by Lindsay Parish, City Clerk, October 22, 2019

\\ord\change order 3 CAD 911



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Paducah, with offices at 300 South 5th Street, Paducah, Kentucky 42003 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of April 10, 2018 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software set forth in Exhibit 1 to this Amendment is hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
  - a. Additional software fees, if any, will be invoiced 100% on the Amendment Effective Date.
  - b. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Paducah, KY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Date: 8/23/2019  
 Quote Expiration: 11/3/2019  
 Quote Name: Paducah PD State Photo Download  
 Quote Number: 2019-27957-3  
 Quote Description: State Photo Download

**Sales Quotation For**  
 Paducah Police Department  
 PO Box 2267  
 Paducah , KY 42002-2267  
 Phone: +1 (270) 444-8547

**Tyler Software and Related Services**

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
<b>Mobile</b>					
State Photo Download ( 80 )	\$8,000	0	\$0	\$8,000	\$1,092
<b>Other Software</b>					
	<i>Sub-Total:</i>		<i>\$0</i>	<i>\$8,000</i>	<i>\$1,092</i>
	<u>\$8,000</u>		<u>\$0</u>	<u>\$8,000</u>	<u>\$0</u>
	<b>TOTAL:</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,092</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0	\$1,092
Total Annual Fees		\$0
Total Tyler Services	\$0	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$0	\$0
Travel and Living Expenses	\$0	
<b>Summary Total</b>	<b>\$0</b>	<b>\$1,092</b>

**Tyler Discount Detail**

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance
<b>Mobile</b>				
State Photo Download	\$8,000	\$0	\$8,000	\$1,092
<b>Other Software</b>				
	<i>Sub-Total:</i>	\$8,000	\$0	\$8,000
		\$0	\$8,000	\$1,092
		<i>\$8,000</i>	<i>-\$8,000</i>	<i>\$0</i>
	<b>Total:</b>	<b>\$8,000</b>	<b>\$8,000</b>	<b>\$0</b>
		<b>\$8,000</b>	<b>\$0</b>	<b>\$1,092</b>

## Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.



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## Change Request Form

<b>Customer:</b>	<b>Contract Date:</b>
Paducah KY	4/10/18
<b>Submitted by:</b>	<b>Date:</b>
Danen Lott	8/23/19
<b>Customer Code:</b>	<b>Project Code(s):</b>
PAD1927	C1801F01, C1801G05, C1801G06
<b>Problem/Concern/Reason for Scope Change:</b>	
See below	
<b>Description of Change:</b>	

**DELETE**

C1801B10 – Pre-Arrival Questionnaire Interface Install = \$1,160  
 C1801G05 – Custom Cassdian Reverse 911 Interface = 19,200  
 C1801G06 – Custom Logging Recorder Interface = 19,200

The above items will be cancelled and closed.

**Change in Scope:** Reduce original cost of \$83,000 by \$26,000 = \$57,000

C1801F01 – Data File Conversion

**Remove the following items: (\$26,000)**

Fire Record Base Incident Data (one source) = \$20,000  
 Inspection Conversion = \$3,000  
 Business/Building Conversion = \$3,000

A credit \*\* of \$32,780 for amount paid in invoices #130-2397 and #130-4053 will be applied towards outstanding invoices.

The final three milestones will be adjusted as follows:

Milestone / Event Description	Previously adjusted M/S	** CREDITS	New M/S Amount
<b><u>Services</u></b>			
Complete and Approve the Project Plan	\$98,170	**\$16,390	
Base System Install (including CAD, Mobile, Message Switch and GIS)	\$96,140	**\$16,390	
Conduct End User Training	\$115,368	\$19,668	\$95,700
Conduct Cutover to Live Operations: Go-Live	\$38,456	\$6,556	\$31,900
Conduct Final Acceptance	\$38,456	\$6,556	\$31,900
	<b>\$386,590</b>	<b>\$65,560</b>	<b>\$159,500</b>



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**Acknowledged and Agreed to by: (Tyler)**

**Operations**

Name/Title: Kevin Flynn – Vice President of Professional Services – Public Safety

Date: 8/23/19

Signature: *Kevin Flynn*

**Acknowledged and Agreed to by: (Customer)**

Name/Title:

Date:

Signature:

## Current Contract Deletions Services

<u>Services Cancelled</u>		<u>Contract Price</u>
Powerphone Interface Installation Fee		(1,160)
Fire data conversion		(26,000)
Base Conversion	(20,000)	
Inspections Conversion	(3,000)	
Buildings Conversion	(3,000)	
Casidain Reverse 911 Interface		(19,200)
Sounds Communication Audio Log Call Export		(19,200)
		<b>(65,560)</b>
 <u>Services Additions</u>		 <u>Contract Price</u>
		0
		0
		0
		0
 <b>Services Credit Remaining</b>		 <b>(65,560)</b>

## Software Credits / Purchases

<u>Sotware Removed From SSMA</u>	<u>List Price</u>	<u>Contract Price</u>	<u>SSMA</u>
Nemsis Reporting	(12,000)	(7,800)	(1,638)
Powerphone Interface	(7,000)	(4,550)	(956)
Activity Reporting and Scheduling	(5,000)	(3,250)	(683)
Alarm Tracking and Billing	(8,000)	(5,200)	(1,092)
Career Criminal	(5,000)	(3,250)	(683)
		(24,050)	(5,052)
 <u>No Charge SW Additions</u>			
	<u>QTY</u>	<u>Total List</u>	<u>Purchase Price</u>
State Photo Download	80	8000	5,200
TBD		0	0
TBD		0	0
TBD		0	0
 <b>Software Credit Remaining</b>		 <b>(18,850)</b>	

\*\*\*\* Current and future New World no charge software licensing additions will be subtracted from the software credit at a calculated rate of 65% of then current list price. Tyler will allow the addition of no charge software licensing at this calculated rate until the software credit balance is zero. All no charge software licensing additions will include an annual SSMA cost of 21% of the calculated rate.

**From:** [Accounts.Receivable](#)  
**To:** [Shull, Kent](#)  
**Subject:** Form Needed to Discontinue Software Maintenance for PADUCAH, KY 49694 - Please sign and return  
**Date:** Monday, September 9, 2019 10:10:50 AM  
**Attachments:** [sgimage0.png](#)

---



September 9, 2019

## **Discontinuance of Maintenance on Licensed Software**

### **Acknowledgement Document- PADUCAH, KY 49694**

Client requests **NOT** to receive support and maintenance services, as defined in its License and Services Agreement with Tyler, on the following applications (the “Cancelled Applications”):

- NEMSIS electronic reportig
- Pre-Arrival questionair interface
- Activity reporting and scheduling Alarm tracking and billing
- Career Criminal registry

By discontinuing maintenance on the Cancelled Applications, Client understands that it is losing the rights and benefits, and accepting the consequences, summarized below:

- The Maintenance and Support Agreement set forth in Client’s contract with Tyler will no longer apply to the Cancelled Applications;
- Client will only receive maintenance and support on a time and materials basis, at Tyler’s then-current rates or such other rates as Tyler deems necessary to account for Client’s lack of ongoing training on the Cancelled Applications, with all of those services being charged at a two (2) hour minimum for every support call Client makes;
- Client will receive the lowest priority under the applicable Support Call process; and
- Client will be required to purchase new releases of the Cancelled Applications, including fixes, enhancements, patches; and platform upgrades.

**If Client decides to reinstate maintenance on a Cancelled Application, then Client will be required to (a) pay all past due maintenance and support fees, including all fees for the periods during which services were suspended; or (b) re-license the Cancelled Application at Tyler’s then-current software fees for that application or its functional equivalent.**

*Tyler is dedicated to providing superior customer service to all our clients. In order to improve our processes, we ask that you provide a reason for your discontinuance of maintenance and support on the Cancelled Applications by selecting one of the following:*

     *Don’t use*

\_\_\_ *Dissatisfied with product*

\_\_\_ *Dissatisfied with service*

\_\_\_ *Our decision is related to cost*

\_\_\_ *Other:* \_\_\_\_\_

\_\_\_\_\_  
**Client Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Printed Name & Title**

\_\_\_\_\_  
**Date**

**PLEASE PRINT THIS PAGE - SIGN & REPLY TO THIS E-MAIL**

# Agenda Action Form

## Paducah City Commission

Meeting Date: October 22, 2019

Short Title: Amend Code of Ordinances Sections 54-51 & 54-52 related to Smoking in Public Places - **J ARNDT**

Category: Ordinance

Staff Work By: Lindsay Parish, James Arndt

Presentation By: James Arndt

**Background Information:** This ordinance amends Code of Ordinances sections 54-51 and 54-52 related to Smoking in Public Places. This ordinance is being brought to allow for a Cigar Bar or Cigar Lounge to operate within the City of Paducah. For a business to be considered as a Cigar Bar or Cigar Lounge under this amended ordinance, the business must:

- Clearly state in its name and marketing that it is a “cigar bar” or ”cigar lounge.”
- Derive at least ten percent (10%) of its gross revenue from the on-site sale of tobacco products (which does not include the sale of cigarettes, electronic smoking devices, or vaping liquids).
- Maintain an on-site walk-in humidor storing tobacco products for the intent of resale of tobacco products.

This ordinance would amend section 54-52 of the Code of Ordinances to allow a Cigar Bar or Cigar Lounge as an exception to the Smoking Ordinance. However, smoking in a Cigar Lounge or Cigar Bar would be limited only to cigars and pipe tobacco. No other types of smoking (such as cigarettes, e-cigarettes or vapor products, etc.) would be allowed in a Cigar Bar or Cigar Lounge.

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

If yes, please list the Action Step Item Codes(s): E-1 Encourage and assist local business retention and expansion.

Funds Available: Account Name:  
Account Number:

Staff Recommendation: To adopt the amendment to the Code of Ordinances Sections 54-51 and 54-52.

Attachments:

1. Ordinance

**AN ORDINANCE AMENDING CHAPTER 54, ARTICLE II “SMOKING IN PUBLIC PLACES,” DIVISION 2, “ENCLOSED PUBLIC PLACES, PLACES OF EMPLOYMENT, AND CERTAIN OUTDOOR PLACES” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY**

**WHEREAS**, the City Commission hereby finds that with the adoption of Chapter 54, Article II, it was the City Commission’s intent to allow Retail Tobacco Stores to allow smoking within such establishments; and

**WHEREAS**, the City Commission hereby finds that the Ordinance as set forth for the City of Paducah does not further the City Commission’s intent to allow for Retail Tobacco Stores to develop opportunities to create and develop cigar-themed Bars within the City of Paducah; and

**WHEREAS**, as a result of the foregoing, the City Commission hereby declares that it is in furtherance of the intent of the City Commission to amend Chapter 54, Article II of the Paducah Code of Ordinances to allow for cigar bars or cigar lounges.

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

**Section 1.** That Chapter 54, Section 51, “Definitions” is hereby amended as follows:

(5) *Electronic smoking device* means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor. This term shall also include liquid nicotine or any other liquid, vapor, or aerosol manufactured for use with such devices.

**Section 2.** Further, that Chapter 54, Section 51, “Definitions” is hereby amended as follows:

(15) *Retail Tobacco Store* means a retail store devoted primarily to the sale of any tobacco product, including, but not limited to cigarettes, cigars, pipe tobacco and chewing tobacco, and accessories in which the sale of other products is merely incidental. The sale of such other products shall be considered incidental if such sales generate less than one-third (1/3) of the total annual gross sales. Notwithstanding anything to the contrary stated herein, the term “Retail Tobacco Store” shall also include a “cigar bar” or “cigar lounge”. A “cigar bar” or “cigar lounge” is any Bar that is cigar-themed and focused, as evidenced by the following: (1) clearly states in its name and marketing that it is a “cigar bar” or “cigar lounge,” (2) derives at least ten percent (10%) of its gross revenue from the on-site sale of tobacco products, which products shall not include the sale

of cigarettes, electronic smoking devices, or vaping liquids, and (3) maintains an on-site walk-in humidor storing tobacco products for the intent of resale of tobacco products. A “cigar bar” or “cigar lounge” shall not include any establishment which is primarily a Bar or Restaurant, as herein defined, and which undertakes the retail offering of tobacco products as a means to circumvent the purposes of this ordinance. If an establishment meets the requirements for designation as a “cigar bar” or “cigar lounge” as stated herein, the fact that such establishment generates more than one-third of total gross annual sales from the sale of alcohol shall not disqualify it as such.

**Section 3.** That Chapter 54, Section 52, is hereby amended as follows:

(a) No person shall smoke within any building or enclosed public place except in one (1) of the following locations:

(1) In any dwelling, unless the dwelling is also used as a childcare facility, adult day care center, assisted living facility, hotel/motel guest room, or health care facility.

(2) In a private vehicle.

(3) In a retail tobacco store-, except that, in places meeting the definition of “cigar bar” or “cigar lounge,” smoking shall be limited only to cigars and pipe tobacco and smoking of all other tobacco products shall be prohibited.

(4) Smoking areas provided in state or Federal governmental office buildings or workplaces pursuant to KRS 61.165.

(5) In all enclosed places owned and occupied by private organizations or clubs.

(b) Smoking shall be prohibited in all places of employment, except as otherwise expressly provided in section 54.52 A above.

(c) Smoking shall be prohibited in all private and semiprivate rooms in all health care facilities, nursing homes, assisted living facilities, and hotel and motel guest rooms.

(d) Nothing in this division shall prevent a person in control of any place whatsoever from prohibiting smoking completely in such place, and no person shall fail to abide by such a private prohibition.

(e) Nothing in this division shall authorize smoking in any place where it is otherwise prohibited by statute, ordinance, regulation, or by order of the Fire Marshall.

#### **Section 4. Severability.**

If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

#### **Section 5. Effective Date.**

This ordinance shall be read on two separate days and shall become effective upon summary publication in accordance with 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, City Clerk, \_\_\_\_\_, 2019

Published by *The Paducah Sun* on \_\_\_\_\_, 2019

ORD\54-51 Amend Smoking Ordinance – Cigar Lounge

# Agenda Action Form Paducah City Commission

Meeting Date: October 22, 2019

**Short Title:** Approve a Budget Amendment in the Amount of \$72,000 for Professional Geotechnical Analysis and Environmental Review Services for City Block - **J ARNDT**

**Category:** Ordinance

Staff Work By: James Arndt, Lindsay Parish, Audra Herndon  
Presentation By: James Arndt

**Background Information:** The City of Paducah entered into a preliminary development agreement with Weyland Ventures to perform planning, design, and development tasks associated with future development of the city-owned parcel located at South 2nd and Broadway (“City Block”). Under this agreement with Weyland Ventures, the City committed to performing geotechnical analysis and environmental review of the property.

The City is ready to enter into an agreement for the geotechnical analysis and environmental review services, but funding is needed to enter into the agreement. For this reason, \$72,000 must be moved from the FY20 Unreserved General Fund Fund Balance into the City Block Project Account.

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

If yes, please list the Action Step Item Codes(s): E-4 Continue developing the riverfront from the Carson Center to the Convention Center.

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Approve a budget amendment in the amount of \$72,000.

**Attachments:**

1. Ordinance

ORDINANCE NO. 2019-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 2019-6-8578, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.”

WHEREAS, the City of Paducah entered into a preliminary development agreement with Weyland Ventures to perform planning, design, and development tasks associated with future development of the city-owned parcel located at South 2nd and Broadway (“City Block”); and

WHEREAS, under this agreement with Weyland Ventures, the City committed to performing geotechnical analysis and environmental review; and

WHEREAS, the City of Paducah is now ready to enter into an agreement with HDR Engineering, Inc. for the geotechnical analysis and environmental review services; and

WHEREAS, in order to enter into the agreement with HDR Engineering, Inc., \$72,000 must be moved from the FY20 Unreserved General Fund Fund Balance into the City Block Project Account; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY20 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as adopted by Ordinance No. 2019-6-8578, be amended by the following re-appropriations:

- Transfer \$72,000 from the FY20 Unreserved General Fund Fund Balance to the City Block Project Account

SECTION 2. 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, October 8, 2019

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\ord\finance\budget amend 2019-20 - October 2020 (1<sup>st</sup> Amendment)

# Agenda Action Form Paducah City Commission

Meeting Date: October 22, 2019

**Short Title:** Approve Interlocal Cooperative Agreement with the McCracken County PVA in an amount of \$13,335 from the Administrative Contingency Account - **J ARNDT**

**Category:** Ordinance

Staff Work By: James Arndt, Denton Law Firm, Claudia Meeks  
Presentation By: Lindsay Parish

**Background Information:** The newly-elected PVA for McCracken County discovered that property inspections in McCracken County have not been completed per Kentucky statute in many years. The PVA has set a goal of completing county-wide inspections within four years, as required by statute. However, due to insufficient staffing, inspection of all properties within McCracken County cannot be completed within that timeframe.

This ordinance approves an Interlocal Cooperative Agreement between the City and the PVA for an additional staff person can be employed by the PVA to provide assessments of both commercial and residential properties within the City Limits of Paducah. The total amount of the Interlocal Agreement will be \$13,335.

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: Services Other (Admin Contingency)

Account Number: 1000 0106 523070 (1000 0106 524500)

**Staff Recommendation:** To approve the Interlocal Cooperative Agreement with the McCracken County PVA.

**Attachments:**

1. Ordinance
2. PVA Agreement 2019\_

**ORDINANCE NO. 2019 - \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,  
APPROVING AND AUTHORIZING THE EXECUTION OF AN  
INTERLOCAL COOPERATIVE AGREEMENT AMONG THE CITY  
OF PADUCAH, KENTUCKY AND THE MCCRACKEN COUNTY  
PROPERTY VALUATION ADMINISTRATOR FOR THE HIRING OF  
A NEW EMPLOYEE TO COMPLETE PROPERTY INSPECTIONS  
WITHIN THE CITY LIMITS OF PADUCAH, KENTUCKY

WHEREAS, the newly-elected Property Value Administrator (“PVA”) for McCracken County has discovered that property inspections in McCracken County have not been completed per Kentucky statute in many years; and

WHEREAS, the PVA has set a goal of completing inspections on all properties in McCracken County within the next four (4) years; and

WHEREAS, to complete this goal, it is necessary for the PVA to hire an additional staff person; and

WHEREAS, the City and the PVA desire to enter into an Interlocal Cooperation Agreement, as governed by Sections 65.210 to 65.300 of the Kentucky Revised Statutes, whereby the City will provide funding in the amount of \$13,335.00 to the PVA, to be used for the purpose of employing an additional staff person to complete property inspections within the city limits of the Paducah, Kentucky;

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

Section 1. Recitals and Authorization. The City of Paducah, Kentucky, hereby approves the Interlocal Cooperative Agreement between the City and the PVA in substantially the form attached hereto as Exhibit A and made a part hereof. It is hereby found and determined that the Interlocal Cooperative Agreement furthers the public purposes of the City and it is in the best interest of the citizens, residents and inhabitants of the City that the City enter into the Interlocal Cooperative Agreement for the purposes therein specified and the execution and delivery of the Interlocal Cooperative Agreement is hereby authorized and approved. The Mayor is hereby authorized to execute the Interlocal Cooperative Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Interlocal Cooperative Agreement with such changes in the Interlocal Cooperative Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such Interlocal Cooperative Agreement by such official.

Section 2. 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 3. 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 4. 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 5. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

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\interlocal agreement with McCracken County PVA

Ordinance prepared by Denton Law Firm

**EXHIBIT A**  
**INTERLOCAL COOPERATIVE AGREEMENT**

## INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperative Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF PADUCAH** and the **McCRACKEN COUNTY PROPERTY VALUATION ADMINISTRATOR (PVA)**.

**WHEREAS**, the newly-elected PVA for McCracken County discovered that property inspections in McCracken County have not been completed per Kentucky statute in many years.

**WHEREAS**, the PVA has set a goal of completing county-wide inspections within four years, as required by statute. However, due to insufficient staffing, inspection of all properties within McCracken County cannot be completed within that statutory timeframe.

**WHEREAS**, it is the desire of the City and the PVA to enter into an agreement whereby an additional staff person can be employed by the PVA to provide assessments of both commercial and residential properties within the City Limits of Paducah, Kentucky.

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

**SECTION 1: TERM.** The term of this Interlocal Cooperative Agreement shall be from the effective date of the Agreement until September 30, 2020.

**SECTION 2: TERMINATION:** The City may terminate this Interlocal Cooperative Agreement for any reason or no reason upon a thirty-day notice to PVA in writing. The City may terminate this Interlocal Cooperative Agreement with no notice upon discovering that the PVA's financial situation has changed and the subsidy is no longer required, or if sufficient information is not provided to the City regarding the status of assessments of properties within the City Limits.

**SECTION 3: OPERATIONS PAYMENT:** Upon receipt of a quarterly invoice, the City shall pay to the PVA the sum of THIRTEEN THOUSAND THREE HUNDRED THIRTY-FIVE

DOLLARS (\$13,335.00), in quarterly installments of Three Thousand Three Hundred Thirty-Three Dollars and 75/100 (\$3,333.75). This subsidy shall be used to provide compensation to a new staff person to be hired by PVA for the purpose of providing assessments of commercial and residential properties within the City Limits of Paducah, Kentucky. The first quarterly installment shall be paid by January 15th.

**SECTION 4: OBJECTIVES AND SERVICES:** During the term of this contract, the PVA will continue its efforts to assess all commercial and residential properties contained within the City Limits of Paducah, Kentucky.

**SECTION 5: ACCOUNTING:**

(A) This additional staff member will be the employee of the PVA, and as such, the PVA shall conduct all accounting, payroll, and benefits afforded to said staff member.

(B) The PVA shall provide quarterly reports to the City of Paducah setting forth the progress of the reassessment efforts for commercial and residential properties within the City Limits of the City of Paducah.

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

**SECTION 7: WITHDRAWAL OF FUNDS:** Notwithstanding any other provision in this Interlocal Cooperative Agreement, in the event it is determined that any funds provided to the PVA are used for purposes other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Interlocal Cooperative Agreement without advance notice, and

shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

**CITY OF PADUCAH**

\_\_\_\_\_  
Brandi Harless  
Mayor

**OFFICE OF McCRACKEN COUNTY PROPERTY  
VALUATION ADMINISTRATOR**

\_\_\_\_\_  
BILL DUNN  
McCracken County PVA

**Office of the Attorney General**  
700 Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
(502) 696-5300

This Interlocal Cooperation Agreement is in proper form and is compatible with the laws of the Commonwealth of Kentucky; therefore, it is approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**OFFICE OF KENTUCKY ATTORNEY  
GENERAL, ANDY BESHEAR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

