



**CITY COMMISSION MEETING
AGENDA FOR NOVEMBER 12, 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

EMPLOYEE INTRODUCTIONS Robyn Hood, 911 Division Manager & Melanie Reason, Neighborhood Project Planner

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

	I.	<u>CONSENT AGENDA</u>
		A. Approve Minutes for October 22, 2019
		B. Receive & File Documents
		C. Personnel Actions
		D. Approve Strategic Health Risk Advisor & Strategic Benefit Placement Services with Peel & Holland - M SMOLEN
		E. Acceptance of the Linda and Jerry Bruckheimer Preservation Fund for Kentucky grant in the amount of \$10,000 - T WILSON
		F. Accept Donation of Property at 831 Campbell Street - G CHERRY
		G. Authorize the application for \$300,000 EPA Brownfields Grant in partnership with BCA Environmental Consulting and authorize the Mayor to sign the necessary application forms - T TRACY
	II.	<u>MUNICIPAL ORDER(S)</u>
		A. Change Order #1 in the amount of a decrease of \$16,208.00 for the Youngblood Excavating & Contracting, LLC contract for Greenway Trail Phase IV project - R MURPHY

	III.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Approve Interlocal Cooperative Agreement with the McCracken County PVA in an amount of \$13,335 from the Administrative Contingency Account - J ARNDT
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Contract Amendment #2 in the amount of an increase of \$46,689 for the HDR Engineering, Inc for Greenway Trail Phase IV - R MURPHY
		B. Authorize the City Manager and Finance Director to implement service fees for the acceptance of credit cards, debit cards and e-check payments by the City of Paducah - M SMOLEN
		C. Amend Code of Ordinances Chapter 14 related to Dogs at Special Events - J ARNDT
		D. Amend Code of Ordinances Section 106-126 to raise the City's Insurance Premium Tax from 6% to 7% - J ARNDT
		E. Authorize a Bond Issuance of \$22,000,000 in General Obligation Bonds, Series 2020A, for Construction of an Indoor Aquatic and Recreation Center - J ARNDT & MARK RAWLINGS
	V.	<u>DISCUSSION</u>
		A. Holiday Meeting Schedule - November 26th, December 10th & 17th
	VI.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>

October 22, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, October 22, 2019, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). Mark Thompson was present as Acting City Manager

INVOCATION:

Commissioner Abraham led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

INTRODUCTION OF NEW EMPLOYEES: Mark Thompson introduced three new Parks employees, Corey Gist and Chris Marshall – Maintenance Laborers and James Weems - Assistant Recreation Specialist.

PRESENTATION

Public Information Officer Pam Spencer offered the following summary of the presentation by Bruce Wilcox, GPED's President/CEO:

Greater Paducah Economic Development (GPED) Update

Bruce Wilcox addressed the Paducah Board of Commissioners for the first time since starting his role in September as Greater Paducah Economic Development's President/CEO. Wilcox says he has spent his first six weeks as GPED president engaged with the community. He has attended or participated in more than 50 meetings, conference calls, conferences, and site visits.

Wilcox also summarized a conference he attended that was organized by the Kentucky Institute for Economic Development. At that conference, Wilcox talked to representatives from numerous cities and learned that Paducah has a variety of assets and we are utilizing a variety of economic development tools. In other words, we are doing a lot to promote economic development which was encouraging for him to hear as he made comparisons.

Wilcox also learned some interesting statistics including that 60 to 80 percent of economic growth comes from the expansion of existing businesses. Wilcox says, "It's important for us to have a business and retention strategy." He also heard statistics about the decline of large-scale projects. A large-scale project has either a \$1 million minimum capital investment, generates at least 50 jobs, or requires at least 20,000 square feet of space. In 2000, the number of large-scale projects that communities were trying to attract was approximately 12,500. That number dropped to 6500 in 2005 and to 4900 in 2018. Wilcox says, "Big scale opportunities are hard to find."

Therefore, Wilcox is focusing on activities that drive long-term economic growth including reaching out to local utility providers. Wilcox says, "All of our efforts are to eliminate barriers to growth." Wilcox added that GPED is working on 11 prospective projects with four of those projects added in the past six weeks.

Wilcox most recently provided leadership as the President and Director of Petter Holdings and has served as Chair of the Paducah Area Chamber of Commerce.

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Item I(G) – was removed for separate consideration. Mayor Harless asked the City Clerk to read the remaining items on the Consent Agenda.

October 22, 2019

I(A)	Approve Minutes for the October 8, 2019, Board of Commissioners Meeting
I(B)	<p>Receive and File Documents</p> <p><u>Deed File:</u></p> <ol style="list-style-type: none">1. Commissioner's Deed – 322 Ashcraft Avenue <p><u>Contract File:</u></p> <ol style="list-style-type: none">1. Contract For Services – Paducah-McCracken County Convention & Visitors Bureau – Fall 2019 Quilt Show – CM Signed2. Tax Increment Financing – Contract Invoice with Kentucky Economic Development Finance Authority – MO #22913. Litter Abatement Program Grant Funding – MO #22874. Agreement to Purchase Three pickup trucks – Linwood Motors – MO #22835. Health, Vision and Dental Benefit Plan Premiums for 2020 – MO #22886. Administrative Services and Stop Loss Insurance with Anthem BC/BS – MO #22897. Professional Services Agreement with Bacon, Farm, Workman Engineering & Testing – Hydro Study – Signed by Rick Murphy per PUR 1, Revision 18. Agreement to Purchase Front Loader Refuse Truck – McBride Mack – MO #2282 <p><u>Financials</u></p> <ol style="list-style-type: none">1. Paducah Water Works – Financial Statements – years ended June 30, 2019 and 2018 <p><u>Bids</u></p> <ol style="list-style-type: none">1. Clerk's Office Scanning & Microfilm Project<ol style="list-style-type: none">a. US Imagingb. DRMSc. Written Procurement Determination – both bids rejected <p><u>Proposals</u></p> <ol style="list-style-type: none">1. Request For Qualifications – Athletic Fields & Associates Facilities<ol style="list-style-type: none">a. PFGW Architectsb. Lose Design -c. Strand Associatesd. Brandstetter Carroll, Inc. – Qualifications and Supplemental Informatione. Barge Design Solutionsf. Lose Design – Supplemental Informationg. RDG Planning & Designh. Rosstarrant Architects2. Request For Qualifications – Indoor Aquatics and Recreational Facility<ol style="list-style-type: none">a. Perkins & Willb. Baysinger Architectsc. HDR

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	d. Brandstetter Carroll e. RDG Planning & Design f. PFGW Architects
I(C)	Reappoint Henry Barbour to the Tree Advisory Board. This term shall expire July 26, 2023.
I(D)	Personnel Actions
I(E)	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 MO #2292, BK 11
I(F)	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 MO #2293, BK 11
I(G)	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 ND AND BROADWAY ("CITY BLOCK") (REMOVED FROM CONSENT AGENDA AND ADOPTED SEPERATELY)

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, Wilson and Mayor Harless (5).

SUSPENSION OF RULES OF ORDER

Mayor Harless offered motion, seconded by Commissioner McElroy, to suspend the Rules of Order insofar as the conflict with the printed agenda to move Item I(G) related to the agreement with HDR Engineering, Inc. to after Ordinance Adoptions.

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

MUNICIPAL ORDER

APPROVE CHANGE ORDER NO. 3 WITH TYLER TECHNOLOGIES, INC.

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt a Municipal Order entitled, "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

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\$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”

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). **(MO # 2294; BK 11)**

ORDINANCE(S) – ADOPTIONS

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

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt 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 humidior 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.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). **(ORD # 2019-10-8594; BK 35)**

AMENDMENT OF BUDGET ORDINANCE NO. 2019-6-8578

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt 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

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). **(ORD # 2019-10-8595; BK 35)**

MUNICIPAL ORDER

APPROVE AGREEMENT WITH HDR, INC. FOR GEOTECHNICAL & ENVIRONMENTAL REVIEW

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AND APPROVING AN

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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 2ND AND BROADWAY (“CITY BLOCK”).”

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). (MO # 2295; BK 11)

ORDINANCE(S) – INTRODUCTION

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners introduce an Ordinance entitled, “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.” This ordinance is summarized as follows: This ordinance authorizes the execution of an Interlocal Cooperative Agreement between the City of Paducah and the McCracken County Property Valuation Administration (PVA) for the purpose of hiring a new employee for the PVA to complete property inspections within the City of Paducah. This Interlocal Cooperative Agreement will be in the amount of \$13,335 with a term beginning on the date of execution until September 30, 2020.

DISCUSSION

RESTRICTING DOGS AT COMMUNITY EVENTS

Public Information Officer Pam Spencer offered the following summary:

“At the previous meeting of the Paducah Board of Commissioners, Commissioner Gerald Watkins and Commissioner Richard Abraham mentioned their concerns about allowing dogs at crowded community events such as Barbecue on the River. The discussion continued at this meeting with a reiteration of the concern for the public’s safety at large festivals, especially those that provide food. The Board discussed various topics including restricting dogs from all festivals or from festivals of a minimum size and enforcement challenges. The Board would like more information to be gathered regarding how other cities address the topic of dogs at community events.”

DISCUSSION

PROJECT UPDATE: CITY BLOCK PRE-DEVELOPMENT AGREEMENT

Public Information Officer Pam Spencer offered the following summary:

“To increase awareness and further the public engagement regarding the proposed City Block Project, Principal Planner Katie Axt provided an overview of the project and answered several of the community’s frequently asked questions. For concept drawings showing the proposed project and a list of the frequently asked questions and answers, visit <http://www.paducahky.gov/downtown-redevelopment>.

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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 2nd Street, public parking spaces, open space for public gatherings, and mixed-use buildings along Broadway between Water and 2nd 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.

At this meeting, the Paducah Board of Commissioners approved an ordinance for a budget amendment in the amount of \$72,000 for professional geotechnical analysis and environmental review services for City Block. This amendment moves the funding from the Unreserved General Fund Balance into the City Block Project Account. In related action, the Board approved a \$72,000 contract with HDR, Inc. for the geotechnical and environmental services."

COMMENTS

COMMISSION COMMENTS

- Mayor Harless mentioned the Ribbon Cutting on Saturday from 10:00 a.m. to Noon for the new bike lanes on Joe Clifton Drive (South 28th Street)
- Commissioner Wilson mentioned the Block Party on Friday at the 400 Block of Broadway

PUBLIC COMMENTS

- Randy Beeler made comments about dilapidated buildings on the Southside
- Evita Lynne made comments about low income housing and downtown renewal
- Ron Ward made comments about 29 vacant storefronts and Teletech moving from downtown
- Alberta Davis made comments on the downtown hotel development

ADJOURN

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

Meeting ended at approximately 6:36 p.m.

ADOPTED: November 12, 2019.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

November 12, 2019

Minute File:

1. Certificate of Liability Insurance – Thomas & Sons Concrete, LLC
2. Letter of Transfer – recycling equipment to Ballard County Recycling Center

Deed File:

1. Deed of Conveyance – Luverta Shaw to City of Paducah 1321 South 8th Street – MO #2285

Contract File:

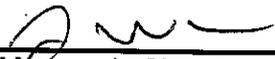
1. Contract For Services – River Heritage Museum – CM Signed
2. Contract Amendment – Tyler Technologies, Inc. – MO #2294
3. Contract with HDR for geotechnical and environmental review – City Block – MO #2295
4. Contract For Services – Bacon, Farmer, Workman Engineering & Testing, Inc. – Riverfront Landmass Flood Scour – CM Signed
5. Contract For Services – Bacon, Farmer, Workman Engineering & Testing, Inc. – Facilities Survey and Plan – CM Signed

Financials File:

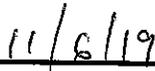
1. Paducah Water – month ended September 30, 2019

CITY OF PADUCAH
November 12, 2019

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



City Manager's Signature



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
November 12, 2019**

NEW HIRE - FULL-TIME (F/T)

<u>CUSTOMER EXPERIENCE</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Warmath, Christopher Justin	Customer Experience Representative	\$17.00/hr	NCS	Non-Ex	November 21, 2019
Sherwood, Alexandra	Customer Experience Representative	\$17.00/hr	NCS	Non-Ex	November 21, 2019

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Crouch, Mary R.	Park Ranger	\$10.00/hr	NCS	Non-Ex	November 14, 2019

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>FIRE SUPPRESSION</u>					
Murphy, William Coty	Relief Driver \$15.91/hr	Acting Lieutenant \$17.19/hr	NCS	Non-Ex	October 2, 2019
Oliver, Dylan	Accountant \$19.61/hr	Accountant \$20.20/hr	NCS	Ex	November 21, 2019

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Williams, Markqs J.	Laborer	End of Season	November 1, 2019
Inman, Bobbie J.	Laborer	End of Season	November 1, 2019
Lee, Aaron J.	Laborer	Termination	June 27, 2019
Orr, Chance	Laborer	Resignation	August 6, 2019
Johnson, Jerry L.	Laborer	Resignation	August 14, 2019

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2019

Short Title: Approve Strategic Health Risk Advisor & Strategic Benefit Placement Services with Peel & Holland - **M SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

Background Information:

The City has utilized the Health Risk Advisor services with Peel & Holland since July 1999 pertaining to issues regarding the administration, renewal, claim resolution, cost containment and bidding process of the City's health insurance plan. Staff recommends entering into a contract with Peel & Holland to continue these services for calendar year 2020.

The 1 year contract with Peel & Holland remains flat at \$78,900. This fee is payable in four equal installments of \$19,725 to be billed quarterly. In addition, there is a fee of \$200 per hour subject to a minimum retainer of \$5,000 for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes of other similar issues.

In addition to this cost is an Advisory Agreement Services Addendum. This Addendum would only be in effect if services from the attached form are requested and additional charges and fees will apply. These fees also remained flat.

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: Other Contract Services

Account Number: 73000208-523070

Staff Recommendation: Authorize the Mayor to execute a contract between the City of Paducah and Peel Holland pertaining to the administration of the City's health insurance.

Attachments:

1. Municipal Order
2. Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES WITH PEEL & HOLLAND FINANCIAL GROUP FOR ADMINISTRATION OF THE CITY OF PADUCAH'S HEALTH INSURANCE IN AN AMOUNT OF \$78,900 PLUS \$200 PER HOUR, SUBJECT TO A MINIMUM RETAINER OF \$5,000, FOR REQUESTED SERVICES RELATED TO EMPLOYEE BARGAINING, LEGAL MATTERS, AND DISPUTES OR OTHER SIMILAR ISSUES AND AUTHORIZES THE EXECUTION OF THE ADVISORY AGREEMENT SERVICES ADDENDUM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute a contract for a Strategic Health Risk Advisor and Strategic Benefit Placement Services with Peel & Holland Financial Group, in the amount of \$78,900, payable in four equal installments of \$19,725 each, for administration services pertaining to the administration of the City of Paducah's health insurance. An additional fee of \$200 per hour, subject to a minimum retainer of \$5,000, will be charged for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes or other similar issues.

SECTION 2. The City of Paducah hereby authorizes the Mayor to execute an Advisory Agreement Services Addendum with Peel & Holland Financial Group, which provides for additional fees if specific additional services are requested including Carrier Billing Reconciliation, Enrollment Errors, and Benefit Administration System Maintenance for \$150 per hour with a \$300 minimum and ACA Reporting for \$150 per hour with a \$1,500 minimum.

SECTION 3. Said contract and addendum authorized in Sections 1 and 2 above will be for the 2020 calendar year. This expenditure shall be charged to the Other Contract Services account 73000208-523070.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 12, 2019

Recorded by Lindsay Parish, City Clerk, November 12, 2019

mo\contract – Peel & Holland Strategic Health Risk Advisor & Benefit Placement Services 2020

STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES

THIS CONTRACT, made and entered into on this **12th day of November 2019**, by and between Peel & Holland Financial Group, 1120 Main, P.O. Box 427, Benton, Kentucky 42025, hereinafter referred to as "ADVISOR," and **City of Paducah, Kentucky** hereinafter referred to as the "CLIENT,"

WITNESSETH:

WHEREAS, CLIENT desires to engaged ADVISOR to access its "Strategic Health Risk Advisor System and Strategic Insurance Placement Services System", hereinafter referred to as "SYSTEM" and ADVISOR desires to accept such engagement; and

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

A. ADVISOR perform the following services on behalf of the CLIENT:

1. Review all insurance contracts and employer forms relating to health, vision, dental, and drug benefits, HRA, H.S.A. and make recommendations to the CLIENT on such contracts.
2. Coordinate on-site enrollers or web-based enrollments and assistance with annual open enrollment for eligible employees during the period(s) contracted.
3. Provide assistance with questions on behalf of CLIENT including but not limited to health insurance claims, eligibility, plan selection for employees.
4. Provide consultation on issues relating to cost share, stop-loss and plan administration, and oversight in bid processes annually.
5. Review and provide commentary on plan data such as claims, administrative and reinsurance costs and comparisons of data for varying years on a quarterly basis agreed to committees and/or the City Commission, or City Manager as agreed to by CLIENT.

6. Prepare annual request for proposals (RFP) for years CLIENT requests formal bid processes. Provide oversight and coaching services in review of bids, assembly of data received by bidders and make specific recommendations to CLIENT for placement or procurement of health/drug, dental and vision insurance contracts.
7. Review preferred provider agreements and assist client in comparing and selecting preferred provider organizations (PPO).
8. Assist CLIENT with meetings and coach on benefit plan issues with employee groups as requested by CLIENT.
9. When qualified provide advice for all other areas of health, dental and drug plan operations as requested by CLIENT.
10. Provide COBRA administrative services via a separate administrative party as per a separate agreement between, U.S. Admin, LLC. and CLIENT.
11. Provide expert witness services in connection for employer and employee bargaining, legal matters, disputes, or similar issues, as requested by the employer or the employer's legal counsel.
12. Provide data analytics via Acclaim Health Analytics and NavMD Design180 with customized reporting and care management integration with disease management firms chosen independently by CLIENT.
13. Access to Compliance Dashboard, tool to help assure compliance with health plan laws.

B. For the services rendered as described in Paragraph A, Subparagraphs 1 through 10, CLIENT shall pay ADVISOR a fee of \$78,900 per annum (fee includes \$72,000 for Items 1-10, \$6,300 for item 12, and \$600 for Item #13). Services shall be billed and payable at a rate of \$19,725 per quarter and due each of the following dates: January 1, 2020, April 1, 2020, July 1, 2020, and October 1, 2020, payable within 30

days of each billing statement. Services shall continue for one calendar year from the inception date of this agreement. For services rendered as described in Paragraph A, Subparagraph 11 above, CLIENT shall pay ADVISOR a separate fee of \$200.00 per hour subject to a minimum retainer of \$5,000.00 per year should services be requested in item 11 above. Invoice for services rendered or retained under Paragraph A, Subparagraph 11, shall be billed monthly as accrued and payable no later than the 10th of the following month after the billed date. Assuming no services Paragraph A, Subparagraph 11 are requested, then no fee shall be paid under this separate section of the services. Also, due to the nature of benefits such as dental, vision, life, voluntary plans, etc. certain carriers may not waive standard commissions and if such relationship exists then these commissions shall be disclosed, and commissions may be earned in addition to other fees specified within this agreement. The charging of these fees and expenses by ADVISOR for the services enumerated shall not preclude his charging and receiving a commission or fee as an agent or consultant in a separate transaction between CLIENT and ADVISOR should there be any such separate transaction.

C. CLIENT acknowledges that, with respect to providing advice and assistance placing insurance-related products, ADVISOR is acting as an insurance agent (as defined in KRS Chapter 304.9-020) and subject to provisions of KRS Chapter 304.11-020 TO 304.11-050. Further CLIENT meets the definition of "client" as denoted in KRS Chapter 304.11-020 TO 304.11-050 for health insurance.

D. CLIENT agrees that ADVISOR's sole responsibility is to provide its best advice in an objective manner in accordance with the terms of the contract. CLIENT understands and acknowledges that in many instances ADVISOR's advice will simply consist of his opinion. Although CLIENT may delegate to ADVISOR certain decisions as part of the service rendered by ADVISOR pursuant to this contract, only CLIENT, and not ADVISOR, shall be responsible for such decisions. ADVISOR's obligation to CLIENT shall be limited to providing CLIENT with his best opinion based upon his professional experience at the time such opinion is presented. CLIENT acknowledges

that ADVISOR makes no representations nor warranties concerning the quality, effectiveness, or results of his coaching services, and CLIENT assumes full risk for, and shall hold ADVISOR harmless from, all results of following or rejecting ADVISOR's advice or recommendations.

E. CLIENT shall release ADVISOR from providing any services required herein and ADVISOR shall provide a refund to CLIENT, prorated with the length of service rendered, if ADVISOR is prevented from providing the services by sickness, death, or events beyond his control, or if any outstanding bill which is due and payable by CLIENT to ADVISOR for past services is not paid in accordance with this contract.

F. Termination: CLIENT agrees that the initial term of this agreement and associated fees shall continue through December 31, 2020 and may continue into the future, as mutually agreed and by extending the agreement in writing. Afterward, either party may terminate this agreement, at any time, for any reason, provided a ninety (90) day notice is provided in writing. Fees shall continue to become due and payable throughout the length and term of the entire agreement, even if terminated, unless stipulated otherwise in section E. above.

G. This agreement has been entered into by City of Paducah, Paducah, Kentucky and Peel & Holland Financial Group.

IN TESTIMONY WHEREOF, Peel & Holland Financial Group and City of Paducah each has caused their name to be hereunto affixed on this date first written above.

11/12/2019
Date: _____



DJ Story, Authorized Peel & Holland Representative

Date:

City of Paducah Kentucky

Advisory Agreement Services Addendum

Additional Human Resources and Financial Support Services

Our advisory services assume each client shall maintain employment records, system information and provide for their own carrier bill reconciliation. In the event the services indicated below are requested additional charges and fees will apply.

- Carrier Billing Reconciliation: \$150 per hour, \$300 minimum
 - Auditing carrier invoices;
 - Retrospective billing resolution and dispute mitigation
- Enrollment Errors: \$150 per hour, \$300 minimum
 - Enrollment corrections;
 - Carrier communications;
 - Dispute resolution;
- Benefit Administration System Maintenance: \$150 per hour, \$300 minimum
 - System build, implementation and testing;
 - Entering, maintaining and updating various records
- ACA Reporting: \$150 per hour, \$1,500 minimum
 - Training, support and online assistance outside the initial system implementation;
 - Entering data, uploading reports and assistance with retrospective corrections

I/We understand the services as listed above require additional time, effort, support and additional charges shall apply.

Date:

City of Paducah, Authorized Representative

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2019

Short Title: Acceptance of the Linda and Jerry Bruckheimer Preservation Fund for Kentucky grant in the amount of \$10,000 - **T WILSON**

Category: Municipal Order

Staff Work By: Melanie Townsend, Ty Wilson

Presentation By: Ty Wilson

Background Information:

The Linda and Jerry Bruckheimer Preservation Fund for Kentucky supports the preservation of historic buildings, communities and landscapes in the state of Kentucky. Main Street members of the National Trust are eligible to apply for funding from the Linda and Jerry Bruckheimer Preservation Fund for Kentucky. The City of Paducah in partnership with the Paducah Art House Alliance (PAHA), having been authorized by Municipal Order 2235, applied for funding for the roof restoration on the Columbia Theatre located at 504 Broadway in Downtown Paducah.

The City has been awarded \$10,000 in funding that will be matched 50/50 by the PAHA and combined with a \$32,500 roof stabilization grant from the City of Paducah. No match money will be provided by the City of Paducah.

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. Bruckheimer Grant Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE LINDA AND JERRY BRUCKHEIMER PRESERVATION FUND FOR A GRANT IN THE AMOUNT OF \$10,000 IN PARTNERSHIP WITH THE PADUCAH ART HOUSE ALLIANCE (PAHA) FOR THE COLUMBIA THEATER ROOF RESTORATION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a Linda and Jerry Bruckheimer Preservation Fund Grant by Municipal Order No. 2235 on May 14, 2019, to be used for the Columbia Theater Roof Restoration; and

WHEREAS, the grant application has been approved and the grant is now ready to be awarded.

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 \$10,000.00 through the Linda and Jerry Bruckheimer Preservation Fund for the restoration of the Columbia Theater roof and authorizes the Mayor to execute the Grant Agreement and all related documents. The City has been awarded \$10,000 in funding that will be matched 50/50 by the Paducah Art House Alliance and combined with a \$32,500 roof stabilization grant from the City of Paducah. No local or in kind match will be provided by the City of Paducah.

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 November 12, 2019
Recorded by Lindsay Parish, City Clerk November 12, 2019
MO\grants\award – Linda and Jerry Bruckheimer Preservation Grant



**National Trust for
Historic Preservation**

Save the past. Enrich the future.

October 24, 2019

Melanie Townsend
City of Paducah
300 South 5th Street
PO Box 2267
Paducah, KY 42002-2267

Dear Melanie:

It is a pleasure to inform you that your application for a National Trust Preservation Fund grant has been approved. We have allocated \$10,000.00 from the Linda and Jerry Bruckheimer Preservation Fund for Kentucky to match local funds to help support the roof stabilization of the historic Columbia Theatre.

The National Trust for Historic Preservation is very supportive of your worthwhile preservation activity. It was selected from a large number of qualified applicants competing for a very limited amount of funds. We hope that this letter of support and financial commitment will assist your organization in raising any additional funds needed for this historic preservation activity.

Acceptance of this grant is indication of your willingness to conduct your project in conformance with the following special conditions:

1. **Required Match.** This grant must be matched with other funding on a one-to-one basis. Evidence of the match must be submitted in the final report required in Paragraph 9.
2. **National Trust Concurrence with Consultant Selection.** We concur with your selection of Matt Jennings & Paul Siemborski, Westlake Reed Leskosky for this project. If you wish to change consultants, new approval must be sought from the National Trust.
3. **Competitive Procurement Process.** You agree that all procurement of goods and services shall be conducted in a manner that provides maximum open and free competition. When a procurement exceeds \$50,000, you must seek at least three (3) competitive bids or quotes. (This applies to any procurement greater than \$50,000 that is part of this grant-assisted project, whether financed through National Trust funds or through the matching funds that make up the rest of the project's approved budget.) You should also maintain procedures to ensure that procurement of goods and services, including consultant services, do not present a conflict of interest.
4. **Equal Opportunity.** You agree not to discriminate against any employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status.

5. **Retention of Records.** You must maintain auditable records of all expenditures under this grant for three (3) years after completion of this grant-assisted project.
6. **Planning for Preservation Work.** Any documents or plans for preservation work that result from the project must conform to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, as appropriate.
7. **Publicity and Acknowledgement of Grant Assistance.** For your assistance, we enclose a sample press release format for use in publicizing the grant. The National Trust must be listed as a supporter in any printed material and publicity releases. Should material emanating from this preservation activity be published for distribution, appropriate acknowledgement of the Trust's participation should be given using the following statement:

"This project has been funded in part by a grant from the BRU - Bruckheimer Fund of the National Trust for Historic Preservation."

In accepting this grant, the grantee agrees to provide the National Trust for Historic Preservation in the United States with a non-exclusive, royalty-free license to use, and to allow others to use, any reports or other materials funded by the grant.

8. **Project End Date.** The time limit for completing your grant-assisted project will be **one year**, commencing from the date of your grant disbursement from the National Trust. Should any problems arise, a written request for an extension of the project must be submitted to our office for consideration within ten (10) days of the project end date.
9. **Final Report.** Within 30 days of the project end date, you agree to submit a final report and financial accounting on the use of the grant, as well as any materials or reports emanating from the grant to the National Trust. **The final report must be submitted online in the same system used to submit the grant application.** See the "Find Funding" section of our website (Forum.SavingPlaces.org) for the link to that system.
10. **The Requirement of Return of Funds.** The National Trust shall require that you return the grant funds, plus accumulated interest, in the event that you: (1) fail to complete the project as described in your application; (2) fail to complete the project within one year of the disbursement date; (3) fail to obtain written approval from the National Trust prior to making a material change to the project; (4) fail to match the grant funds on a dollar-for-dollar cash basis; or, (5) fail to submit the final report within 30 days of the project end date.

We would like to complete disbursement of funds to your organization as soon as possible. If we do not hear from you by **November 24, 2019** the funds obligated for the project will be returned to our regional fund reserve for the National Trust Preservation Funds program.

Please sign and return the original of this letter to my office as soon as possible as your acceptance of this agreement. By doing this you acknowledge that these grant funds will be used expressly for the purposes described in your grant application and are subject to the conditions contained in this letter of agreement.

Please contact our office for any additional assistance. We are pleased to assist in your preservation project and trust that this grant will prove valuable to your effort.

Sincerely,



Nicky Vann
Director, Administration, Grants, and Affinity Programs

CONCUR _____ **DATE** _____

TITLE _____

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2019

Short Title: Accept Donation of Property at 831 Campbell Street - **G CHERRY**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: Sabrina Inc., Richard O'Hair would like to donate 831 Campbell Street to the City of Paducah. This will benefit the City to receive this property versus foreclosure expenses. This property will be turned over to Planning for future re-development.

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 Mayor Brandi Harless to sign a deed transferring 831 Campbell Street to the City of Paducah.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 831 CAMPBELL STREET FROM SABRINA, INC. AND RICHARD O'HAIR TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby approves and consents to the donation of the Property located at 831 Campbell Street from Sabrina, Inc. and Richard O'Hair.

SECTION 2. The Mayor is hereby authorized to execute the Consideration Certificate in the Deed of Conveyance to accept the donation of property as approved in Section 1 above. It is determined that it is necessary and desirable and in the best interest of the City to accept this donation and execute the Consideration Certificate contained in said Deed of Conveyance, which deed of conveyance and consideration certificate are hereby authorized and approved.

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, November 12, 2019
Recorded by Lindsay Parish, City Clerk, November 12, 2019
\mo\prop donated -831 Campbell Street

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2019

Short Title: Authorize the application for \$300,000 EPA Brownfields Grant in partnership with BCA Environmental Consulting and authorize the Mayor to sign the necessary application forms - **T TRACY**

Category: Municipal Order

Staff Work By: Tammara Tracy, Ty Wilson

Presentation By: Tammara Tracy

Background Information: U.S. EPA announced the Request for Applications for the FY2020 Brownfield Grants to assess and cleanup brownfields. The EPA expects to award approximately \$31M in total to approximately 100 communities in the form of a cooperative agreement. Staff has partnered with BCA Environmental Consultants to write and submit a \$300,000 application (No local match is required). The areas targeted include the Opportunity Zones as well as a few targeted sites just outside the OZ. The Columbia Theatre is included in this request. The funds are for assessment and cleanup.

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

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

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

N-2 Encourage, incentivize, and/or support more housing options throughout the City

N-4 Assist with the creation and development of a neighborhood boundary, asset map, vision map, and a plan for redeveloping vacant property

Funds Available: Account Name:

Account Number:

Staff Recommendation: Approval

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A BROWNFIELDS GRANT THROUGH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY IN AN AMOUNT OF \$300,000 FOR ASSESSMENT AND CLEANUP OF BROWNFIELDS IN AND AROUND THE OPPORTUNITY ZONE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of a Brownfields Grant application through the United States Environmental Protection Agency in an amount of \$300,000 for assessment and cleanup of brownfields in and around the opportunity zone. No local cash or in-kind match is required.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 12, 2019
Recorded by Lindsay Parish, City Clerk, November 12, 2019
mo\grants\app – brownfields grant 2019

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2019

Short Title: Change Order #1 in the amount of a decrease of \$16,208.00 for the Youngblood Excavating & Contracting, LLC contract for Greenway Trail Phase IV project - **R MURPHY**

Category: Municipal Order

Staff Work By: Melanie Townsend, Scott Brown (HDR)

Presentation By: Rick Murphy

Background Information:

On April 9, 2019, the City of Paducah approved Municipal Order No. 2226 authorizing a construction contract with Youngblood Excavating and Contracting in the amount of \$475,619.00 for the construction of Greenway Trails Phase IV.

As part of the Greenway Trails Phase IV Project, Change Order #1 is recommended to reduce the project by \$16,208.00, adjusting the total construction project from \$475,619.00 to \$459,411.00.

Change Order #1 includes five items that are recommended as follows:

1. Pavement Marking Adjustments: **\$(15,523.00)**

a) Original design plans called for pedestrian pavement marking in the Convention Center parking lot directing pedestrians along the flood wall and across the side parking lot to the riverbank. On site observations determined that the markings along the flood wall path could cause vehicular and pedestrian confusion and were removed resulting in a reduction in pavement marking costs.

\$(2,466.00)

b) Original design plans called for parallel striping of the Convention Center flood wall crosswalks. Crosswalk design was changed from parallel striping to a diamond pattern resulting in less thermoplastic being used. \$(13,057.00)

2. Sidewalk and Concrete Adjustments: **\$(17,699.00)**

a) Original plans called for areas of existing concrete to be removed and replaced. Existing concrete was not removed and replaced resulting in a reduction of 230 square yards of sidewalks. \$(14,950.00)

b) Areas of concrete designated to be stamped in the original plans were not stamped resulting in a reduction of 725 square yards of stamped concrete. \$(7,250.00)

c) Sidewalk turndowns were added to the current-facing edges of all sidewalks on the landmass resulting in an addition of 2700 linear feet of turndowns. \$3,768.70

d) Additional curb and gutter were installed resulting in an increase of 37 linear feet of curb and gutter. \$1,443.00

e) Areas of concrete were thickened in order to account for the installation of pedestrian shelters and benches resulting in an increase of 104 linear feet of concrete. \$1,014.00

f) DGA base was reduced due to deleting some areas of sidewalk. \$(1,724.70)

3. Light Pole Deletions: \$(1,554.00)

a) Two light poles were removed from the original lighting plan.

4. Additional Seeding & Protection: \$18,568.00

a) Due to extended high water the landmass had experienced a significant amount of scour prior to start of the project. The contractor was requested to spread any spoils around the site in a manner to insure an appropriate lawn area. The additional work required additional seeding and protection resulting in an addition of 4,642 square yards of seeding and protection

Net Total for Change Order No. 1 \$(16,208.00)

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

If yes, please list the Action Step Item Codes(s): N-1: Design and construct sidewalks, pedestrian walkways/bike paths, and/or bike lanes to connect our neighborhoods

Funds Available: Account Name: Greenway Trail Phase IV

Account Number: PA0092

Staff Recommendation: Authorize the Mayor to accept and execute Change Order #1 and any associated documents. Authorization decreases Youngblood Excavating & Contracting's contract by \$16,208.00. The approval of the change order will decrease the total contract amount of \$475,619.00 to \$459,411.00.

Attachments:

1. Municipal Order
2. MO 2226 GWT PH IV Youngblood
3. GWT 4_Change Order No. 1

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING CHANGE ORDER NO. 1 WITH YOUNGBLOOD EXCAVATING & CONTRACTING, LLC, FOR A CONTRACT REDUCTION IN THE AMOUNT OF \$16,208 FOR CONSTRUCTION OF THE GREENWAY TRAIL PHASE IV AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER

WHEREAS, the City approved Municipal Order No. 2226 on April 9, 2019, to enter into a contract with Youngblood Excavating & Contracting, LLC, in the amount of \$475,619 for the Greenway Trail Phase IV Project; and

WHEREAS, pavement marking adjustments, sidewalk and concrete adjustments, light pole deletions, and additional seeding and protection has resulted in a net decrease to the total price of the contract; and

WHEREAS, the City of Paducah now desires to approve Change Order No. 1 to decrease the contract with Youngblood Excavating & Contracting, LLC, by \$16,208.

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

SECTION 1. The City hereby approves Change Order No. 1 with Youngblood Excavating & Contracting, LLC, for a price decrease in the amount of \$16,208 for the City of Paducah's Greenway Trail Phase IV Project, henceforth reducing the total contract amount to \$459,411.

SECTION 2. The City hereby authorizes the Mayor to execute Change Order No. 1, as authorized in Section 1 above.

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, November 12, 2019
Recorded by Lindsay Parish, City Clerk, November 12, 2019
\mo\chgord 1-greenway trail ph 4 Youngblood decrease

ADOPTED

A MUNICIPAL ORDER ACCEPTING THE BID OF YOUNGBLOOD EXCAVATING & CONTRACTING, LLC, FOR CONSTRUCTION OF THE GREENWAY TRAIL PHASE IV IN A TOTAL AMOUNT OF \$475,619 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Youngblood Excavating & Contracting, LLC, for construction of the Greenway Tail Phase IV, in an amount of \$475,619 said bid being in substantial compliance with bid specifications, and as contained in the bid of Youngblood Excavating & Contracting, LLC, of February 26, 2019.

SECTION 2. The Mayor is hereby authorized to execute a contract with Youngblood Excavating & Contracting, LLC, for construction of the Greenway Tail Phase IV, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. Funding for the Greenway Trail Phase IV shall be provided by FHWA Transportation Enhancement Grant monies with a 20% City match being provided by the Boyles Estate Community Foundation and a 2014 Investment Fund transfer.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 9, 2019
Recorded by Lindsay Parish, City Clerk, April 9, 2019
MO\Greenway Trail Ph IV – Youngblood Contract 4-2019

OWNER-CONTRACTOR AGREEMENT

**Phase 4 Greenway Trail Improvements – Shultz Park/Paducah Riverfront
Federal ID #: STPE 3000 (784)**

THIS AGREEMENT, made April 9, 2019, By and Between the City of Paducah hereinafter called the OWNER, and Youngblood Excavating & Contracting, LLC, hereinafter called the CONTRACTOR, for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Project Manual entitled Phase 4 Greenway Trail Improvements – Shultz Park/Paducah Riverfront prepared by HDR, acting as Engineer, and shall do everything required by this Agreement, and the Contract Documents.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The work to be performed under this Contract shall be commenced within fifteen (15) calendar days after receipt of the Notice to Begin Work from the Owner and shall be fully completed ninety (90) consecutive calendar days after receipt of the aforementioned written Notice.

Failure of the Contractor to complete the work in the time specified shall result in the assessment of liquidated damages for the delay (not as a penalty) in accordance with Section 108 of the KYTC Standard Specifications.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: \$475,619.00 quoted in the Bid Proposal by the Contractor, dated February 19, 2019 which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payment in accordance with Section 109 of the KYTC Standard Specifications and these Contract Documents.

ARTICLE 5. THE CONTRACT DOCUMENTS

The following documents shall comprise the Contract Documents. Items 1 through 12 are collectively referred to as the Project Manual:

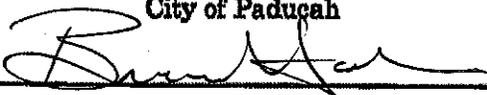
1. Invitation for Bids
2. Instructions to Bidders
3. Bid Form, Dated 02/19/2019
4. Owner-Contractor Agreement
5. Form of Bid Bond

6. Performance Bond
7. Labor and Material Payment Bond
8. Notice of Award
9. Notice to Begin Work
10. Change Order
11. Insurance
12. Technical Specifications prepared by HDR. (as applicable)
13. Drawings prepared by HDR.
14. Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2012 Edition (a.k.a KYTC Standard Specifications)
15. Supplement Specification to the KYTC Standard Specifications, 2008 Edition
16. KYTC Standard Drawings, Current Edition
17. Addenda 1, 2, 3 & 4.

IN WITNESS WHEREOF:

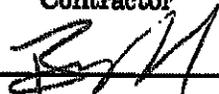
The parties hereto have executed this Agreement, the day and year first above written.

Witness

City of Paducah
BY 

TITLE Mayor


Witness

Contractor
BY 

TITLE President



**Kentucky Transportation Cabinet
Office of Local Programs
LOCAL PUBLIC AGENCY CHANGE ORDER**

TC 20-32
7/2010
Page 1 of 3

Page _____
 Contract ID **PO2-628-1500003084** Project Sponsor **City of Paducah**
 Change Order No **No. 1** County **McCracken**
 Contractor **Youngblood Excavating & Contracting** Project Number **01-03015**
 Contractor _____ Project Name **Paducah Greenway Trail Ph4**
 Address **150 Hickory Road, Hickory, KY 42051**

Proposed Changes in Connection with Contract Items:

Item No.	Description	Quantity	Unit	Unit Price	Amount
11	Pave Striping- Perm Paint 4 inch	-3,288.000	LF	0.75	-2,466.00
12	Thermo X-walk 12 inch	-1,187.000	LF	11.00	-13,057.00
13	Sidewalk 5 in concrete	-230.000	SY	65.00	-14,950.00
16	Turndowns	2,700.000	LF	1.40	3,780.70
17	Concrete Stamping	725.000	SY	(10.00)	-7,250.00
<i>Total for this Page</i>					-33,954.30
<i>Total for Continuation Page(s)</i>					17,746.30
<i>Total Contract Items</i>					-16,208.00

Proposed Items of Supplemental Agreement:

Ref. No.	Description	Quantity	Unit	Unit Price	Amount
<i>Total for this Page</i>					
<i>Total for Continuation Page(s)</i>					
<i>Total Supplemental Agreement</i>					
Total Decrease Amount					(\$ -16,208.00)

Time Extension/Explanation:

Reasons for Proposed Changes and Cost Analysis:

Item No. 11: The amount of pavement striping through the parking lot was reduced. The City Engineer determined that excess striping within the parking lot would not improve pedestrian and cyclist safety but rather would cause confusion for automobiles within the parking lot.

Item No. 12: Instead of using diagonal hatch marks across the multi-use crosswalks, a diamond shape was utilized which required less thermoplastic to achieve equal results.

Item No. 13: The total quantity of sidewalk was reduced during construction. A large existing concrete pad was incorporated into the sidewalk design instead of being removed and replaced. This also resulted in a deductive alternative in the concrete stamping line item as shown on pay app.

If approved by Transportation Cabinet, the undersigned contractor agrees to do the work outlined herein and to accept as payment in full the basis of payment as set forth herein.

Requested *Scott Brown* 10-31-19
 Project Engineer DATE

Recommended _____
 District LPA Coordinator DATE

Recommended _____
 Commissioner of Rural & Municipal Aid DATE

Approved _____
 LPA Signature Authority DATE

 Title DATE

Approved _____
 Secretary of Transportation Cabinet DATE

By: *Kevin Reed* YEC, LLC
 Contractor
11-1-19
 Date



Kentucky Transportation Cabinet
Office of Local Programs
LOCAL PUBLIC AGENCY CHANGE ORDER

TC 20-32
7/2010
Page 3 of 3

Page 3

Contract ID	PO2-628-1500003084	Project Sponsor	City of Paducah
Change Order No	No. 1	County	McCracken
Contractor	Youngblood Excavating & Contracti	Project Number	01-03015
Contractor		Project Name	Paducah Greenway Trail Ph4
Address	150 Hickory Road, Hickory, KY 420		

Reasons for Proposed Changes and Cost Analysis:

Item No. 20: The concrete slabs prepared for the pedestrian shelters (pavilions) were required to be thickened as per spec sheets from the manufacturer of the shelters. The quantity of additional concrete was calculated and cost plus markup plus profit was used to determine the value of the additional concrete.

Item No. 21: Additional seeding and protection was necessary to finish the site to appropriate state. Due to flooding during spring of 2019, the vegetation existing on the site was washed out and spotty. The entire site was dressed with soil and seeded with matting. Matting was used due to the windiness of the site with its proximity to the river. The cost was based on calculated square yardage of actual matting observed on site and the contract unit cost.

Item No. 1: Reduction in DGA Base due to deleting some areas of sidewalk.

Agenda Action Form Paducah City Commission

Meeting Date: November 12, 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.

Brandi Harless, Mayor

ATTEST:

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: _____

Agenda Action Form Paducah City Commission

Meeting Date: November 12, 2019

Short Title: Contract Amendment #2 in the amount of an increase of \$46,689 for the HDR Engineering, Inc for Greenway Trail Phase IV - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Scott Brown (HDR), Shawn Washer (HDR)
Presentation By: Rick Murphy

Background Information:

On October 25, 2016, the City of Paducah approved Ordinance 2016-11-8443 for the execution of a professional services contract with HDR, Inc in the amount of \$53,700 for design services for the Greenway Trail Phase IV project. On May 6, 2019, the City of Paducah exercised the option authorized in Ordinance 2016-11-8443 to utilize HDR, Inc for construction administration and inspection services with Contract Amendment #1 to be billed on an hourly basis, not-to-exceed \$32,000 and for an additional survey cost of \$1800 resulting in a contract amount of \$87,500.

During the execution of the construction administration and inspection, additional man-hours were needed in order to insure a quality project that followed the design plans. The original contract completion date was August 23, 2019. The final substantial completion date was September 23, 2019. The final light poles were installed on October 25, 2019. HDR, Inc has submitted a Contract Amendment to finish out the project with an amount not-to-exceed of \$46,689.

Contract Amendment #2 includes two items that are recommended as follows:

1. Work Already Completed: \$43,089.00

HDR has already performed 449.70 labor hours of work through October 5, 2019 that are beyond the initial contract amount.

2. Remaining Work to be Completed: \$3,600 NTE

HDR anticipates completing remaining work of Final Record Drawings, Final Walkthrough, and Approval of Remaining Payment Applications.

NET TOTAL for CONTRACT AMENDMENT No. 2: \$46,689.00

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

If yes, please list the Action Step Item Codes(s): N1: Design and construct sidewalks, pedestrian walkways/bike paths, and/or bike lanes to connect our neighborhoods

Funds Available: Account Name: Greenway Trails Phase IV

Account Number: PA0092

Staff Recommendation: Authorize the Mayor to accept and execute Contract Amendment #2 and any associated documents. Authorization increases HDR's contract by \$46,689.00. The approval of the contract amendment will increase the total contract amount of \$55,500 to \$134,189.00.

Attachments:

1. Ordinance
2. ORD 2016-11-8443 HDR Contract - Greenway Trail Phase IV
3. HDR amendment 1 GWT4
4. HDR amendment 2 GWT4

ORDINANCE 2019-____ - _____

AN ORDINANCE APPROVING CONTRACT AMENDMENT NO. 2 WITH HDR ENGINEERING, INC. FOR A PRICE INCREASE IN THE AMOUNT OF \$46,689 FOR PROFESSIONAL DESIGN SERVICES FOR THE GREENWAY TRAIL PHASE IV PROJECT

WHEREAS, the City Commission approved Ordinance No. 2016-11-8443 on October 25, 2016, to enter into a contract with HDR Engineering, Inc. in the lump sum amount of \$53,700 plus the option for construction administration and inspection services as needed not to exceed \$32,000 for the Greenway Trail Phase IV Project; and

WHEREAS, on May 6, 2019, the City exercised the option authorized in Ordinance 2016-11-8443 through Contract Amendment #1 with \$32,000 for construction administration and inspection services and \$1,800 for an additional survey cost resulting in a contract amount of \$87,500; and

WHEREAS, Amendment No. 2 to the Agreement with HDR Engineering, Inc. is now needed for additional labor hours already completed in an amount of \$43,089 and final record drawings, final walkthrough, and approval of remaining payment applications in an amount of \$3,600.

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

SECTION 1. The Mayor is hereby authorized to execute Contract Amendment No. 2 with HDR Engineering, Inc., for labor hours already performed in an amount of \$43,089 and for the completion of final record drawings, final walkthrough, and approval of remaining payment applications in an amount of \$3,600 for an overall price increase in the amount of \$46,689 for the Greenway Trail Phase IV Project, henceforth, increasing the total contract price to \$134,189. This shall be charged to the Greenway Trails Phase IV Project Account No. PA0092.

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 November 12, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, Paducah City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\agree-engineering services – Greenway Trail Phase 4 HDR

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A SHORT FORM AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE GREENWAY TRAIL PHASE 4 PROJECT; AUTHORIZING THE OPTION FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES DURING THE CONSTRUCTION OF THE PROJECT, AND AUTHORIZING THE EXECUTION OF SAID CONTRACT

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

SECTION 1. Recitals and Authorization. The City hereby approves the Short Form Agreement with HDR Engineering, Inc., for engineering design services required for the Greenway Trail Phase 4 Project. The City is authorized to exercise the option for HDR to provide construction administration and inspection services during the construction of the project. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Agreement for the purposes therein specified. Further, the Mayor of the City is hereby authorized to execute the Agreement.

SECTION 2. Compensation. The City shall compensate HDR Engineering, Inc., in a lump sum amount of \$53,700 for the engineering design services. If the City utilizes the construction administration and inspection services of HDR for the project, compensation will be paid on an hourly as needed basis with an hourly not to exceed fee of \$32,000. Said compensation paid by the City shall be funded through project account PA0092.

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

SECTION 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City

Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 25, 2016

Adopted by the Board of Commissioners, November 1, 2016

Recorded by Tammara S. Sanderson, City Clerk, November 1, 2016

Published by *The Paducah Sun*, _____

\\ord\eng\agree-engineering services-Greenway Trail Phase 4

**AMENDMENT #1 TO AGREEMENT FOR ENGINEERING SERVICES
GREENWAY TRAIL PHASE IV**

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on November 28, 2016 to perform engineering services for CITY OF PADUCAH, KENTUCKY ("OWNER");

CITY OF PADUCAH, KENTUCKY desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and CITY OF PADUCAH, KENTUCKY do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I shall be amended to include scope of services in attached Exhibit A.

Section IV shall be amended to:

ORIGINAL CONTRACT FEE:	\$53,700 Lump Sum
AMENDMENT #1 FEE: Additional Survey	<u>\$ 1,800</u> Lump Sum
	\$55,500
AMENDMENT #1 FEE: Construction Administration and Observation	\$32,000 Hourly, Not-To-Exceed

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF PADUCAH, KENTUCKY ("OWNER")

By: 

By: 

Name: Ben R. Edelen, PE, PLS

Name: Brandi Harless

Its: Sr. Vice President/Area Manager

Its: Mayor

Date: 04/24/2019

Date: 05/06/2019

EXHIBIT A

SCOPE OF SERVICES

Supplemental Survey

Provide additional surveying services.

Construction Administration

HDR will assign an experienced project manager engineer to attend progress meetings, coordinated the materials submittal process, answer contractor inquiries, to provide interpretation of the project drawings when necessary, and review pay requests. Our project engineering representative will also compile weekly inspection reports and forward to your project representative.

Following the Contractor's notification of completion, a final on-site punch list inspection will be held with representatives of the contractor, City of Paducah and HDR. Deficiencies noted during the inspection will be documented with a report submitted to all parties outlining necessary corrective actions. A follow-up inspection will be conducted upon notification from the contractor that all deficiencies have been corrected.

Once the construction process has been completed, HDR will conduct a final inspection with representatives from all parties invited for review. Any deficiencies will be noted, and issued in the meeting notes for corrective action by the contractor.

Construction Observation

HDR will provide a qualified technician to observe and report daily construction activities for construction of the Greenway Trail Phase IV. For preparation of this proposal, we estimate that our construction representative will be on site six (6) hours per day, five days per week for project duration for 90 days.

During times when our construction observation representative(s) are on site, they will coordinate with HDR's project manager, respond to questions concerning interpretation of the plans, observe construction activities, notify the contractor of known non-conforming work, measure completed work, and prepare a daily log of activities both with written reports and with photographic representation. Any problems noted during observation times will be documented with instructions given to the contractor for corrective action and documented in the daily reports for each respective problem.

Our field representative will coordinate daily pay quantities and review with the contractor on a daily basis in an effort to streamline the pay application process.

HDR will also provide the concrete cylinder testing per KKYTC specifications. This will include a set of cylinders on the first unit and then a set of cylinders for each subsequent 1100 cubic yards. As a part of this project HDR will take 4 sets of concrete cylinders for compressive testing.

Fee

HDR proposes to perform the scope of work described herein for a lump sum fee as follows:

Survey	\$ 1,200
30% Design Plans	\$12,900
60% Design Plans	\$28,200
90% Design Plans	\$ 6,800
Procurement	<u>\$ 4,600</u>
Total Lump Sum	\$53,700
Amend #1 As-Built Survey	<u>\$ 1,800</u>
TOTAL	\$55,500

Work performed in addition to that described herein will be performed on an hourly basis in accordance with HDR's current fee schedule.

Construction Administration and Observation will be performed on an hourly as-needed basis with an hourly Not-To-Exceed fee of \$32,000.



EFFECTIVE JANUARY 2019

HOURLY FEE SCHEDULE

Principal	\$250.00/Hour
Project Manager / Sr. Project Engineer / Sr. Geologist	\$150.00/Hour
Project Engineer/Licensed Surveyor	\$120.00/Hour
Engineering Intern/Designer	\$100.00/Hour
Engineering Technician	\$90.00/Hour
Clerical	\$65.00/Hour
Senior Inspector/Field Technician III	\$97.00/Hour
Inspector/Field Technician II	\$73.00/Hour
Inspector/Field Technician I	\$54.00/Hour
Mileage	\$0.75/Mile
Meals	\$40.00/Person/Day
Motel	Actual Cost + 10%
Additional Expenses	Actual Cost + 10%

NOTES:

1. Overtime and work over water will be invoiced at 1.25 times the regular hourly rate.
2. Travel time to and from the Project will be charged at the above rates.
3. Hourly rates for projects older than six months are subject to adjustment.

AMENDMENT #2 TO AGREEMENT FOR ENGINEERING SERVICES
GREENWAY TRAIL PHASE IV

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on November 28, 2016 to perform engineering services for **CITY OF PADUCAH, KENTUCKY ("OWNER")**;

CITY OF PADUCAH, KENTUCKY desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and **CITY OF PADUCAH, KENTUCKY** do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I shall be amended to include scope of services in attached Exhibit A.

Section IV shall be amended to:

ORIGINAL CONTRACT FEE:	\$ 53,700 Lump Sum
AMENDMENT #1 FEE:	
Additional Survey	\$ <u>1,800</u> Lump Sum
	\$ 55,500
AMENDMENT #1 FEE:	
Construction Administration and Observation	\$ 32,000 Hourly, Not-To-Exceed
AMENDMENT #2 FEE:	\$ <u>46,689</u> Hourly, Not-To-Exceed
TOTAL CONTRACT FEE:	\$134,189

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF PADUCAH, KENTUCKY ("OWNER")

By: 

By: _____

Name: Ben R. Edelen, PE, PLS

Name: Brandi Harless

Its: Sr. Vice President/Area Manager

Its: Mayor

Date: 10/11/2019

Date: _____



October 8, 2019

Ms. Melanie Townsend
Engineering Projects Manager
City of Paducah Engineering-Public Works Dept.
300 South 5th Street
Paducah, KY 42002

Re: Greenway Trail Phase 4 – Amendment No. 2

Dear Melanie:

We are very pleased to be working with the City of Paducah on the Greenway Trail Phase 4 Project. HDR was initially awarded a contract to perform the design for the project, and then later issued Contract Amendment No. 1 to also perform the construction inspection and construction administration. Contract Amendment No. 1 was originally to be for the duration of construction of the project with a completion date of August 23rd, 2019.

Upon initiation of construction, it was quickly evident that the Contractor, Youngblood Excavating and Contracting, would require much more observation than originally planned. The Contractor struggled with deficient work, poor planning, and did not provide an adequate foreman for the project. As a result, HDR's field inspector and office personnel had to perform duties beyond the original scope outlined in Contract Amendment No. 1 with much more time spent in the field and having to answer far more questions and provide much more guidance than planned. HDR kept Rick Murphy abreast of the issues with the Contractor, as well as the timeline in which the scope of Contract Amendment No. 1 would run out. On August 7, 2019, you sent an email stating that:

Rick (Murphy) has informed me that HDR has requested authorization to expend additional time and materials to finish the Greenway Trails Phase 4 construction administration and observation. Per Rick Murphy, City Engineer and Public Works Director, please consider this your authorization to move forward in order to complete the project. Please supply a final change order for actual time and materials at the conclusion of the Greenway Trails Phase 4 project.

The email is in Attachment A. HDR continued with the project to completion as directed. The Contractor's eventual substantial completion date was Monday, September 23rd, 2019 with a few backordered light poles still remaining to be installed the second week of October. HDR still needs to complete the Final Record Drawings once the Contractor provides the redline drawings to HDR, as well as the final walkthrough of the project, and approval of the remaining payment applications. The project scope for Contract Amendment No. 2 is as follows:

1. Work Already Completed

HDR is due the amount of \$43,089 for work already completed beyond Contract Amendment No. 1 through October 5, 2019. Please see Attachment B for more information.

2. Remaining Work to be Completed

HDR anticipates remaining work for the Final Record Drawings, Final Walkthrough, and Approval of Remaining Payment Applications to be \$3,600.

The amount proposed for Contract Amendment No. 2 is an hourly not-to-exceed amount of \$46,689 performed in accordance with the current attached HDR hourly fee schedule, Attachment C.

Respectfully Submitted,

HDR Engineering, Inc.

Shawn Washer, PE
Vice President



Attachment A



Brown, Scott

From: Melanie Townsend <mtownsend@paducahky.gov>
Sent: Wednesday, August 7, 2019 4:00 PM
To: Brown, Scott
Cc: Rick Murphy
Subject: Construction admin & observation GWT Ph4

Scott,

Rick has informed me that HDR has requested authorization to expend additional time and materials to finish the Greenway Trails Phase 4 construction administration and observation. Per Rick Murphy, City Engineer and Public Works Director, please consider this your authorization to move forward in order to complete the project. Please supply a final change order for actual time and materials at the conclusion of the Greenway Trails Phase 4 project.



Melanie Townsend
Engineering Project Manager
City of Paducah
270-444-8511 ext. 2016
www.paducahky.gov | map-gis.org
[Tell Us How We're Doing](#)



Attachment B





HDR Engineering, Inc.
 Paducah, KY 42001
 Phone: (270) 444-9691

UNBILLED

Invoice

Reference Invoice Number with Payment

HDR Invoice No. **1200000000**
 Invoice Date
 Invoice Amount Due **\$ 43,840.80**
 Payment Terms **Net 30**

City of Paducah
 ATTN: Rick Murphy
 P O Box 2267
 Paducah, KY 42002-2267

Remit to P O Box 74008202
 Chicago, IL 60674-8202
 Electronic Payment Bank of America ML US
 ABA #0081000032
 Account # 355004076604

Greenway Trail Phase 4

Professional Services

From: 07/19/2019 To: 10/05/2019

Professional Services	Hours	Rate	Amount
Labor:			
Project Manager	146.50	\$ 150.00	\$ 21,975.00
Inspector	286.50	\$ 73.00	\$ 20,914.50
Field Technician I	12.20	\$ 54.00	\$ 658.80
Clerical	4.50	\$ 65.00	\$ 292.50
Total Labor	449.70		\$ 43,840.80

TOTAL AMOUNT DUE THIS INVOICE \$ 43,840.80

Original Fee:	\$ 53,700.00
Amendment #1 Fee:	\$ 33,800.00
Total Fee:	\$ 87,500.00
Previously Billed:	\$ 86,748.20
Invoice Total:	\$ 43,840.80
Balance Remaining:	\$ (43,089.00)

HDR Internal Reference Only	
Client Number	466017
Cost Center	10081
Project Number	10050132



Attachment C





EFFECTIVE JANUARY 2019

HOURLY FEE SCHEDULE

Principal	\$250.00/Hour
Project Manager / Sr. Project Engineer / Sr. Geologist	\$150.00/Hour
Project Engineer/Licensed Surveyor	\$120.00/Hour
Engineering Intern/Designer	\$100.00/Hour
Engineering Technician	\$90.00/Hour
Clerical	\$65.00/Hour
Senior Inspector/Field Technician III	\$97.00/Hour
Inspector/Field Technician II	\$73.00/Hour
Inspector/Field Technician I	\$54.00/Hour
Mileage	\$0.75/Mile
Meals	\$40.00/Person/Day
Motel	Actual Cost + 10%
Additional Expenses	Actual Cost + 10%

NOTES:

1. Overtime and work over water will be invoiced at 1.25 times the regular hourly rate.
2. Travel time to and from the Project will be charged at the above rates.
3. Hourly rates for projects older than six months are subject to adjustment.

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2019

Short Title: Authorize the City Manager and Finance Director to implement service fees for the acceptance of credit cards, debit cards and e-check payments by the City of Paducah - **M SMOLEN**

Category: Ordinance

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

Background Information: The Munis Project aims to implement an integrated software solution to support City staff in the delivery of services and activities, take advantage of best practices and significantly improve the efficiency and effectiveness of customer service and business processes. Upcoming phases of the software project will enhance customer service due to the implementation of new features for interacting with the City's customers. One of the new features is the ability to accept credit/debit card and electronic check payments. Services for electronic payment processing will include, but are not limited to, the following revenues: Occupational Licenses, Property Taxes, Permits, and other miscellaneous revenue sources. Given the budget challenges facing the City, it is staff's recommendation to pass on the fee associated with the optional use of credit cards, debit cards and echeck payment processing. This ordinance gives the City Manager and Finance Department the authority to pass along the appropriate service fee associated with processing the payment. The service fee shall not exceed 4% for debit cards and credit cards or \$1.50 for echecks. This form of payment is voluntary and the customer can avoid paying the service fee by utilizing other forms of payment.

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

If yes, please list the Action Step Item Codes(s): O-2: Create and sustain a customer centric culture aligned with our organizational values

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt the ordinance authorizing the City Manager and Financing Director to implement service fees for the acceptance of credit card, debit cards and e-check payments by the City of Paducah.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY OF PADUCAH AUTHORIZING THE CITY MANAGER AND FINANCING DIRECTOR TO IMPLEMENT SERVICE FEES FOR THE ACCEPTANCE OF CREDIT CARD, DEBIT CARD, AND E-CHECK PAYMENTS BY THE CITY OF PADUCAH.

WHEREAS, the City of Paducah has a duty to collect payments from members of the public for various services and fees; and

WHEREAS, in order to provide a convenience to members of the public, the City of Paducah accepts payments by credit card, debit card, and e-check; and

WHEREAS, it is appropriate to establish and implement policies for the acceptance of these payment methods by the City;

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

Section 1: Service Fees. The City of Paducah hereby authorizes the City Manager and the City Finance Director to establish and implement a credit card and debit card service fee not to exceed four percent (4%) and an e-check processing fee of \$1.50 to cover the City's costs of accepting such payment forms.

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.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 12, 2019

Adopted by the Board of Commissioners, _____, 2019

Recorded by City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

Ord/Credit Card Fee Implementation

Ordinance prepared by Denton Law Firm

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2019

Short Title: Amend Code of Ordinances Chapter 14 related to Dogs at Special Events - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Mark Thompson

Presentation By: James Arndt

Background Information: The City of Paducah sponsors and holds numerous events and festivals which are attended by families and feature or include the sale of food. Dogs are routinely brought to the events and festivals from homes outside the geographical area of the events and festivals. The inclusion of non-service related dogs in crowds with children and food poses a threat to public safety and public welfare, because the dogs' demeanor, training, and certifications cannot be verified.

This ordinance amends Chapter 14 of the Paducah Code of Ordinances to limit dogs at community events to service dogs and dogs whose owner resides within the area designated for the special event.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the ordinance to amend Chapter 14 of the Paducah Code of Ordinances.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING CHAPTER 14
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH

WHEREAS, the City of Paducah sponsors and holds numerous events and festivals which are attended by families and feature or include the sale of food;

WHEREAS, dogs are routinely brought to the events and festivals from homes outside the geographical area of the events and festivals;

WHEREAS, the inclusion of non-service related dogs in crowds with children and food poses a threat to public safety and public welfare, because the dogs' demeanor, training, and certifications cannot be verified;

WHEREAS, Chapter 14 of the Paducah Code of Ordinances must be amended to restrict non-service and non-neighborhood dogs at community events.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 14 of the Paducah Code of Ordinances by amending the following sections:

Sec. 14-31. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

[...]

Service Dog means a service animal as defined in KRS 525.010, including dogs used by law enforcement for official law enforcement purposes (bomb detection dogs, narcotic detection dogs, patrol dogs, tracking dogs, search and rescue dogs, accelerant detection dogs, cadaver dogs), or any assistance dog which is trained to meet the requirements of a service animal as set forth in KRS 258.500.

Sec. 14-32. – Dogs permitted at special community events; restrictions.

- (a) No such person shall bring a dog into an area designated for special community events during the times such events are occurring unless ~~[the dog is]~~:
- (1) ~~[Licensed by McCracken County Animal Control or by any other State or County]~~ **The dog is certified as a Service Dog;**
 - (2) ~~[Restrained by a leash or other lead that is no longer than three (3) feet.]~~ **The dog's owner's residence is located within the area designated for special events and is restrained by a leash or other lead that is no longer than three (3) feet; or.**
 - (3) **The permit for the event specifically provides for and includes that dogs may be brought into the area for the permitted event and the dog is restrained by a leash or other lead that is no longer than three (3) feet.**
- (b) Special community events include **all events permitted within City limits, regardless of whether the City is the organizer or sponsor**~~[, but are not limited to, the Paducah Summer Festival, Barbeque on the River, Parades, Saturday Night After Dinner Program, and other similar events].~~

SECTION 2. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2019

Adopted by the Board of Commissioners, _____, 2019

Recorded by the City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

ord\14-31 Dogs at Special Events

Ordinance Prepared by KKHB

234090

Agenda Action Form Paducah City Commission

Meeting Date: November 12, 2019

Short Title: Amend Code of Ordinances Section 106-126 to raise the City's Insurance Premium Tax from 6% to 7% - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt

Presentation By: James Arndt

Background Information: This Ordinance increases the City's Insurance Premium Tax from 6% to 7%. This 1% increase is estimated to generate approximately \$700,000 in revenue on an annual basis. The additional revenue will be earmarked to retire a portion of the annual debt service associated with the issuance of the 2020A Bond Issue for construction of the City's indoor recreation and aquatic facility. The remainder of the annual debt service payment will come from monies that will become available as other current debt service requirements retire from the City's current debt schedule. This new tax will not be collected until July 1st 2020 and the City will not receive any revenue generated by this new tax until October of 2020. The Construction of the City's indoor recreation and aquatic facility is identified in the City's Strategic Plan as a WIN (What's Important Now) initiative. The indoor facility is now under design and construction is anticipated to begin in late summer of 2020.

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

If yes, please list the Action Step Item Codes(s): R-1 Research, plan, design and construct a sports plex and recreation aquatic facility.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the amendment to Code Section 106-126.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING CHAPTER 106
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH

WHEREAS, the Kentucky Revised Statutes authorize the collection of license taxes;

WHEREAS, since 2007, the City of Paducah has collected license taxes at a rate of six (6) percent on premiums collected for insurance policies written or received within the preceding calendar quarter as a means to fund City expenses and projects;

WHEREAS, it is the Board of Commissioners' opinion that additional revenue from collection of said license taxes is necessary to assist in the funding of employee pensions, as well as the funding for the design, construction administration, and construction of an indoor recreation and aquatic facility for use by the citizens of the City of Paducah;

WHEREAS, to that end, Chapter 106 of the Paducah Code of Ordinances is hereby amended to increase the license tax from six (6) percent to seven (7) percent.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 106 of the Paducah Code of Ordinances by amending the following sections:

Sec. 106 -126. – Insurance companies.

[...]

(b) *Life insurance.* Each life insurance company doing business in the City shall pay a license tax based upon the first (1st) year's premiums actually collected from policies written within the preceding calendar quarter upon the lives of persons residing within the corporate limits of the City in the amount of [~~six (6)~~] **seven (7)** percent.

(c) *Other forms of insurance.* Each insurance company, other than those specified in subsection (b) of this section, doing business in the City shall pay a license tax based upon a percentage of the premiums received by the company within the preceding calendar quarter for insurance on risks located within the corporate limits of the City on those classes of business which such company is authorized to transact, less all premiums returned to policyholders, at a rate of [~~six (6)~~] **seven (7)** percent of the premiums actually collected within each calendar quarter; provided, however, that the license tax shall not include premiums for insuring employers against liability for personal injuries to their employees, or death caused thereby, under the provisions of the Workmen's Compensation Act of Kentucky, and shall not include premiums received on policies of group health insurance provided for State employees under KRS 18A.225(2).

SECTION 2. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____, 2019

Adopted by the Board of Commissioners, _____, 2019

Recorded by the City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

ord\106-126 Increase Insurance Premium Tax

Ordinance Prepared by KKHB

233052

Agenda Action Form Paducah City Commission

Meeting Date: November 12, 2019

Short Title: Authorize a Bond Issuance of \$22,000,000 in General Obligation Bonds, Series 2020A, for Construction of an Indoor Aquatic and Recreation Center - **J ARNDT & MARK RAWLINGS**

Category: Ordinance

Staff Work By: James Arndt
Presentation By: James Arndt

Background Information: This Ordinance authorizes the City to issue \$22,000,000 in General Obligation Bonds which amount may be increased by up to \$2,200,000 or decreased by any amount in order to cover the project costs associated with the construction of an indoor aquatic and recreation center in Bob Noble Park. The construction of the indoor recreational facility is identified in the City's Strategic Plan as a WIN Initiative (What's Important Now). The Mayor and Board of Commissioners directed City Staff to make this project a priority at the Board of Commissioners Retreat early in 2019. The Design for this facility is currently underway. The current opinion of costs for both soft and hard costs is \$20,321,896. This bond issue includes the cost of issuance. This is a 20-year Term Bond Issue that includes capitalized interest. The planned method of repayment includes monies generated by an increase in Insurance Premium Tax and monies that become available after the retirement of debt per our current debt schedule. The City plans to go out to bid on this project in the late spring of 2020 and be under construction in the summer to early fall of 2020.

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

If yes, please list the Action Step Item Codes(s): R-1 Research, plan, design and construct a sports plex and recreation aquatic facility.

Funds Available: Account Name: Bond Fund

Account Number: 4200

Staff Recommendation: Approve the issuance of Bond Series 2020A.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2020A IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$22,000,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING PRINCIPAL AMOUNT OF BONDS BY UP TO \$2,200,000 OR DECREASING THE PRINCIPAL AMOUNT OF BONDS BY ANY AMOUNT) FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, EQUIPPING, AND INSTALLATION OF A MUNICIPAL SPORTS AND RECREATIONAL FACILITY LOCATED WITHIN THE JURISDICTIONAL BOUNDARIES OF THE CITY; APPROVING THE FORMS OF THE BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF A NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING A BOND PAYMENT FUND; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BIDS OF THE BOND PURCHASER FOR THE PURCHASE OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the City of Paducah, Kentucky (the “City”) has determined and does hereby confirm that it is a public purpose of the City to acquire, construct, equip, and install a municipal sports and recreational facility located within the jurisdictional boundaries of the City consisting of, without limitation, (i) an indoor aquatic facility with competitive swimming, warm water, and therapy amenities, (ii) basketball, volleyball, weight lifting, fitness, running, and walking amenities, (iii) concession amenities, (iv) viewing areas, (v) locker rooms, (vi) childcare space, and (vii) meeting space (the “Project”), for the well-being and benefit of the citizens of the City; and

WHEREAS, in order to achieve the foregoing objectives of the City, the City has determined and does hereby confirm that it is necessary and desirable at this time for the City to proceed with the issuance of its General Obligation Bonds, Series 2020A in the approximate principal amount of \$22,000,000 (which amount may be increased by up to \$2,200,000 or decreased by any amount) (the “Bonds”) to finance all or a portion of the costs of the Project; and

WHEREAS, pursuant to the Constitution and Laws of the Commonwealth of Kentucky, and particularly Sections 66.011 et. seq. of the Kentucky Revised Statutes, as amended (the “General Obligation Act”) and Sections 58.010 et. seq. of the Kentucky Revised Statutes, as amended (the “Public Project Act”), a city may issue bonds, subject to the requirements of the General Obligation Act or the Public Project Act, to pay all or any portion of the costs of financing or refinancing any public project to the extent that the city is authorized to cause the acquisition, construction, installation, and equipping thereof; and

WHEREAS, the City desires to cause the Project to be financed through the issuance of the Bonds to be sold and awarded to the successful bidder (the “Purchaser”) at public, competitive

sale in accordance with the provisions of Chapter 424 of the Kentucky Revised Statutes, as amended.

NOW, THEREFORE, BE IT ORDAINED by the City of Paducah, Kentucky, as follows:

Section 1 -- Necessity, Authorization, and Purpose. The City hereby declares that it is desirable and necessary to issue, and hereby authorizes the issuance, of its General Obligation Bonds, Series 2020A, in the aggregate principal amount of \$22,000,000, subject to a permitted adjustment (the “Permitted Adjustment”) increasing the principal amount of the Bonds awarded to the purchaser thereof by up to \$2,200,000 or decreasing the principal amount of the Bonds awarded to the purchaser thereof by any amount, for the purpose of (i) paying the costs of the Project, (ii) paying capitalized interest on the Bonds, if any, and (iii) paying the costs of issuance of the Bonds.

The exact principal amount of the Bonds to be issued shall be established in the Certificate of Award (as hereinafter defined).

Section 2 -- Form of Bonds. The Bonds shall be issued as fully registered Bonds, shall be designated “General Obligation Bonds, Series 2020A”, shall each express upon their face the purpose for which they are issued, that they are issued under the Act, and shall be substantially in the form set forth in EXHIBIT A attached hereto.

The Bonds shall be in denominations as requested by the Purchasers, which shall be in integral multiples of five thousand dollars (\$5,000). The Bonds shall each be dated their date of initial issuance and delivery, or such other date as is determined in a certificate of award accepting the bid of the Purchaser thereof (the “Certificate of Award”) to be executed by the Mayor, the City Manager, or the Finance Director of the City on the date of the sale of the Bonds.

Interest on the Bonds shall be payable each February 1st and August 1st (an “Interest Payment Date”), commencing August 1, 2020, at the stated interest rate or rates on the principal amounts thereof, calculated on the basis of a 360 day year with 30 day months.

The Bonds shall be serial or term Bonds maturing or subject to mandatory sinking fund redemption on February 1, 2023 and each February 1st thereafter in the years and in the amounts to be established in the Certificate of Award after advertised competitive sale of the Bonds based on the interest rates set forth in the successful bid for the Bonds the (“Bid”) and the provisions of this Section 2, provided that the final maturity date of the Bonds shall be as set forth in the Certificate of Award but shall be no later than February 1, 2040.

The interest rate or rates on the Bonds shall be determined in the Certificate of Award based on the Bids; provided that the aggregate net interest cost of the Bonds shall not exceed five percent per annum.

The Bonds issued as term Bonds shall be subject to mandatory sinking fund redemption on the dates, in the years, and in the amounts as set forth in the Certificate of Award.

The Bonds shall be subject to optional redemption prior to their maturity on any date on or after February 1, 2027, in whole or in part, in such order of maturity as shall be designated in

writing by the City, and by lot within a maturity, at the election of the City upon thirty-five days' written notice to the Paying Agent and Registrar (as hereinafter defined) at a redemption price equal to the par amount thereof, plus accrued interest to the date of redemption.

At least thirty days before the optional or mandatory sinking fund redemption date of any Bonds, the Paying Agent and Registrar shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive series, number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Bond Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

The Bonds may be issued in book-entry-only form through the services of the Depository Trust Company ("DTC"). If the City determines to issue the Bonds in book-entry-only form the Designated Officers (hereinafter defined) are authorized to execute all documents necessary to accomplish such form of issuance.

Section 3 -- Execution and Delivery. The Bonds shall be executed by the manual or facsimile signature of the Mayor and duly attested by the manual or facsimile signature of the City Clerk (which, together with any other person as may be authorized by resolution or municipal order are referred to as "Designated Officers") and may have the seal of the City or a facsimile thereof affixed thereto. Additionally, the Bonds shall bear the manual authenticating signature of an authorized representative of the paying agent designated in the Certificate of Award (the "Paying Agent and Registrar"). The Designated Officers are further authorized and directed to deliver the Bonds to the Purchaser, upon the terms and conditions provided herein, in the Certificate of Award and in the Bids for the Bonds, receive the proceeds therefor, execute, and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale, and delivery of the Bonds.

The City authorizes and directs the Paying Agent and Registrar to authenticate the Bonds and to deliver the Bonds to the Purchasers upon payment of the purchase price thereof.

Section 4 -- Payment. Payment of or on account of the interest on and principal of the Bonds shall be made directly to the Paying Agent and Registrar for the account of the registered owner. Interest on the Bonds shall be payable by check, mailed to the person whose name appears on the fifteenth day preceding an Interest Payment Date on the bond registration records as the

registered owner, on each Interest Payment Date or by other transfer of funds acceptable to such registered owner and the Paying Agent and Registrar. Principal shall be payable in such coin or currency of the United States of America as shall be legal tender for the payment of public and private debts at the time and place of payment upon delivery of the Bonds to the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid.

Section 5 -- Filing. The Designated Officers are hereby authorized to undertake and cause all filings which may be required by law to be filed by the City with respect to the Bonds including without limitation the filing with the State Local Debt Officer required by law.

Section 6 -- Bond Payment Fund; Payment of Bonds. There is hereby established with the Paying Agent and Registrar a bond payment fund in the name of the City to be known as General Obligation Bonds, Series 2020A Bond Payment Fund (the "Bond Payment Fund"), into which the City covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit from the City's General Fund, on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Bonds on such Interest Payment Date. The Paying Agent and Registrar shall, without further authorization from the City, withdraw from the Bond Payment Fund, on such Interest Payment Date, the amounts necessary to pay principal of, and interest on, the Bonds to the registered owner of the same.

The Paying Agent and Registrar is hereby appointed depository of the Bond Payment Funds with respect to the Bonds.

If the City shall fail or refuse to make any required deposit in the Bond Payment Funds from the Sinking Fund, the Paying Agent and Registrar shall (i) notify any agency of the Commonwealth of Kentucky or any political subdivision thereof which may collect and distribute taxes or revenues for the City to seek any available necessary or proper remedial action; and (ii) upon being indemnified against cost and expense, exercise any remedy provided in the Act or at law or in equity for the benefit of the owner of the Bonds or its assignee, and shall disburse all funds so collected to the owners of the Bonds as payment of the Bonds.

Section 7 -- General Obligation. The Bonds shall be full general obligations of the City and, for the payment of said Bonds, and the interest thereon, the full faith, credit, and taxing power of the City are hereby pledged for the prompt payment thereof. During the period the Bonds are outstanding, there shall be and there hereby is levied on all the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Bonds when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied, and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended, and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other lawfully available funds of the City are available for the payment of the Bonds, and

are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other funds so available and appropriated.

Section 8 -- Maintenance of Sinking Fund. The Sinking Fund heretofore established by the City is hereby ordered to be continued and maintained as long as any of the Bonds shall remain outstanding. The funds derived from the tax levy required by Section 7 hereof or other lawfully available funds shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the interest on and principal of all bonds issued under the Act and Tax-Supported Leases, as defined in the Act, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to the Bond Payment Funds at the times and in the amounts required by Section 6 hereof.

Section 9 -- Sale of Bonds; Certificate of Award. The Designated Officers are hereby directed to sell the Bonds to the Purchasers at advertised competitive sale, the final principal amount of, the principal amortization of, the interest rate or rates on the Bonds, and the identity of the Paying Agent and Registrar to be established in accordance with the requirements of Sections 1 through 3 hereof by adoption of the Certificate of Award. Each of the Mayor, the City Manager, and the Finance Director of the City is hereby authorized to execute the Certificate of Award establishing the terms of the Bonds and the identifies of the Paying Agent and Registrar and the 2020A Construction Fund Depository described herein without any further action by the City Commission.

The City shall comply with the requirements of KRS Chapters 66 and 424 by advertising for bids for the purchase of the Bonds. Actions heretofore taken by the City in connection with the preparation of such instruments and the distribution of such information by the City as shall be necessary to accomplish the foregoing, including the preparation of a Preliminary Official Statement and final Official Statement which Preliminary Official Statement and Official Statement shall be deemed final by the Mayor in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), are hereby ratified and approved.

Section 10 -- Bonds Registered Owners; Transfer; Exchange. As long as the Bonds executed and delivered hereunder shall remain outstanding, the Paying Agent and Registrar shall maintain an office for the Registration of such Bonds and shall also keep at such office books for such registration and transfers. The registered owner of the Bonds, as set forth in the registration books maintained by the Paying Agent and Registrar on the fifteenth day preceding an Interest Payment Date, or its assignees, for purposes of this Bond Ordinance, to the extent of its interest, shall be treated as the owner of the applicable Bonds and shall be entitled to all rights and security of the owner of the Bonds hereunder.

Upon surrender for registration of transfer of Bonds at the office of the Paying Agent and Registrar with a written instrument of transfer satisfactory to the Paying Agent and Registrar, duly executed by the registered owner or the registered owner's duly authorized attorney, the Paying Agent and Registrar shall execute and deliver, in the name of the designated transferee or transferees, one or more Bonds of the same series of any authorized denomination and of a like tenor and effect.

All Bonds, upon surrender thereof at the office of the Paying Agent and Registrar, may, at the option of the registered owner thereof be exchanged for an equal aggregate principal amount of Bonds of the same series of any authorized denomination.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Paying Agent and Registrar shall execute and deliver Bonds in accordance with the provisions of this Section. Every such exchange or transfer of Bonds, whether temporary or definitive, shall be without charge; provided that the Paying Agent and Registrar may impose a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

Section 11 -- Disposition of Proceeds of Bonds. The proceeds of the sale of the Series 2020A Bonds shall be deposited, together with other available funds of the City, as follows: (a) accrued interest and a rounding amount, if any, shall be deposited to the Bond Payment Fund created in Section 6 hereof; (b) an amount representing capitalized interest, if any, shall be deposited in the Bond Payment Fund created in Section 6 hereof, (c) an amount sufficient to pay the costs of issuing the Bonds shall be deposited to a special cost of issuance fund hereby directed to be established and designated as the “City of Paducah, Kentucky General Obligation Bonds, Series 2020A Cost of Issuance Fund” (the “Series 2020A Cost of Issuance Fund”); and (d) the remainder of the proceeds shall be deposited to a special construction fund (the “City of Paducah 2020A Construction Fund”) to be held by the construction fund depository designated in the Certificate of Award (the “2020A Construction Fund Depository”) and used for the acquisition, construction, installation, and equipping of the Project.

Section 12 -- Further Actions. In connection with the undertaking and implementation by the City of the plan of financing herein described, which is hereby expressly directed, the Designated Officers are hereby authorized and directed to take and carry out such further necessary, desirable, or appropriate actions to effect such plan of financing, including executing and delivering a financial advisory services agreement with the City’s financial advisor, Robert W. Baird & Co., Inc.

Section 13 -- Designation of Bonds. The Bonds are *not* designated as “qualified tax-exempt obligations” for the purposes set forth in § 265(b)(3) of the Internal Revenue Code of 1986, as amended because the City anticipates issuing more than \$10,000,000 of “qualified tax-exempt obligations” during calendar year 2020.

Section 14 -- Discharge of Bond Ordinance. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Bonds the total principal and interest due or to become due thereon through maturity, in the manner stipulated therein and in this Bond Ordinance, then the pledges made under this Bond Ordinance, and all covenants, agreements, and other obligations of the City hereunder, shall thereupon cease, terminate, and become void and be discharged and satisfied.

Section 15 -- Severability. If any one or more of the provisions of this Bond Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such

provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

Section 16 -- Inconsistent Actions. All prior ordinances, resolutions, orders, or parts thereof inconsistent herewith are hereby repealed.

Section 17 -- Open Meetings Compliance. All meetings of the City Commission and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.805 through 61.850.

Section 18 -- Effective Date. This Bond Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

[Signature page to follow]

SIGNATURE PAGE TO BOND ORDINANCE

INTRODUCED AND PUBLICLY READ ON FIRST READING on November 12, 2019.

PUBLICLY READ, ADOPTED AND APPROVED ON SECOND READING, this November 26, 2019.

CITY OF PADUCAH, KENTUCKY

By: _____

Brandi Harless
Mayor

Attest:

By: _____

Lindsay Parish
City Clerk

Ord\bond - aquatic recreation facility series 2020A

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct, and complete copy of a Bond Ordinance duly enacted by the City Commission of the City at a duly convened meeting held on November 26, 2019, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand and the seal of said City as of November 26, 2019.

Lindsay Parish
City Clerk

purpose of (i) financing all or a portion of the costs of the acquisition, construction, equipping, and installation of a municipal sports and recreational facility located within the jurisdictional boundaries of the City consisting of, without limitation, (i) an indoor aquatic facility with competitive swimming, warm water, and therapy amenities, (ii) basketball, volleyball, weight lifting, fitness, running, and walking amenities, (iii) concession amenities, (iv) viewing areas, (v) locker rooms, (vi) childcare space, and (vii) meeting space (the “Project”), (ii) paying capitalized interest on the Bonds, if any, and (iii) paying the costs of issuance of the Bonds, all pursuant to and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the City Commission of the City on November 26, 2019 (the “Bond Ordinance”) upon the affirmative vote of at least a majority of the members of its City Commission at a public meeting duly and regularly held, and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Bond and the issue of which it forms a part is a general obligation of the City and the full faith, credit, and taxing power of the City are pledged to the payments due hereunder. THIS BOND IS CONTINUALLY SECURED BY THE FAITH, CREDIT, AND TAXING POWER OF THE CITY.

The Bonds mature on February 1st of the following years, in the respective principal amounts and bear interest at the following rates of interest:

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate Per Annum</u>
February 1, 2023		
February 1, 2024		
February 1, 2025		
February 1, 2026		
February 1, 2027		
February 1, 2028		
February 1, 2029		
February 1, 2030		
February 1, 2031		
February 1, 2032		
February 1, 2033		
February 1, 2034		
February 1, 2035		
February 1, 2036		
February 1, 2037		
February 1, 2038		
February 1, 2039		

The Bonds maturing on or after February 1, 2028 shall be subject to optional redemption prior to their maturity on any date on or after February 1, 2027, in whole or in part, in such order of maturity as shall be designated in writing by the City, and by lot within a maturity, at the election

of the City upon thirty-five days' written notice to the Paying Agent and Registrar at a redemption price equal to the par amount thereof, plus accrued interest to the date of redemption.

[INSERT ANY MANDATORY SINKING FUND REDEMPTION REQUIREMENTS]

At least thirty days before the redemption date of any Bonds the Paying Agent and Registrar shall cause a notice of such redemption signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the City, as such, either directly or through the City, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived, and released as a condition of and as consideration for the issuance, execution, and acceptance of this Bond.

It is hereby certified that all acts, conditions, and things required to be done, to occur or be performed precedent to and in the issuance of this Bond, or in the creation of the obligations of which this Bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law; that the faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Bond is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Bond as it falls due and to provide for the redemption of this Bond at maturity or upon earlier redemption.

[Signature page to follow]

SIGNATURE PAGE TO BOND

IN WITNESS WHEREOF, the City has caused this Bond to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its City Clerk and an impression or facsimile of the City's seal to be imprinted hereon, as of the date set forth above.

[Seal]

CITY OF PADUCAH, KENTUCKY

By: _____

Brandi Harless
Mayor

Attest:

By: _____

Lindsay Parish
City Clerk

CERTIFICATE OF AUTHENTICATION

This is to certify that this Bond is one of the Bonds described hereinabove.

Authorized Signature
[Paying Agent Name]
Paying Agent and Registrar

Date of Authentication: _____

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Covington, Kentucky, regarding the issue of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

Lindsay Parish
City Clerk

[FORM OF APPROVING OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

(please print or typewrite social security number or other identifying number and name and
address of transferee)

the within Bond and does hereby irrevocably constitute and appoint the _____

_____ or its successor as Bond Paying Agent and Registrar to transfer the said

Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Note: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.