

CITY COMMISSION MEETING  
 AGENDA FOR DECEMBER 17, 2013

**5:30 P.M.**

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION: Presentation of Columbia Theater Conceptual Plan – Columbia Club

	I.	<u>MINUTES</u>
	II.	<u>APPOINTMENT</u>
		A. Brooks Stadium Commission
	III.	<u>MOTIONS</u>
		A. R & F Documents
	IV.	<u>MUNICIPAL ORDERS</u>
		A. Personnel Actions – <b>C. MEDFORD</b>
	V.	<u>ORDINANCES – ADOPTION</u>
		A. Strategic Health Risk Advisor and Strategic Benefit Placement Services – <b>C. MEDFORD</b>
		B. Agreement for Services with Edumedics – <b>C. MEDFORD</b>
		C. Hotel Development Agreement – <b>S. DOOLITTLE</b>
		D. Loan to Paxton Park Municipal Golf Course – <b>CITY MANAGER</b>
	VI.	<u>ORDINANCE – INTRODUCTION</u>
		A. Authorize Mayor to Execute A Cooperation Agreement with the United States Army Corps of Engineers for Paducah Levee Repairs Sustained During the 2011 Flood – <b>R. MURPHY</b>
	VII.	<u>CITY MANAGER REPORT</u>
	VIII.	<u>MAYOR &amp; COMMISSIONER COMMENTS</u>
	IX.	<u>PUBLIC COMMENTS</u>
	X.	<u>EXECUTIVE SESSION</u>

**BOARDS and COMMISSIONS  
APPOINTMENTS and REAPPOINTMENTS  
FOR CITY COMMISSION CONFIRMATION**

Appointment

Reappointment

Joint Appointment    NAME: Dr. Frank Hideg

Joint Reappointment

NAME OF BOARD OR COMMISSION: \_\_\_\_\_

Brooks Stadium Commission

DATE TO BE PLACED ON AGENDA: December 17, 2013

EXPIRATION OF TERM DATE: December 5, 2017

**APPOINTEE'S HOME ADDRESS:**

Street: 3550 Tulipwood Drive

City/Zip: Paducah, KY 42001

Phone: Work: 444-6774    Mobile: 519-7845

Email Address: fhdcc22@aol.com

**Appointee's Business Name:** \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**TO REPLACE ON BOARD:** \_\_\_\_\_

Thank you

Resigned

ADDRESS: \_\_\_\_\_

Term Expired

Other (explain)

City/Zip: \_\_\_\_\_

**Appointee Confirmation:** Date: \_\_\_\_\_ By: \_\_\_\_\_

**Board of Commission Approval:** \_\_\_\_\_

Original to: Tamara S. Sanderson, City Clerk  
Cc: file

**BOARD CHAIRMAN:**

\_\_\_\_\_

**BOARDS and COMMISSIONS  
APPOINTMENTS and REAPPOINTMENTS  
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment

Joint Appointment    **NAME:** Greg McKeel

Joint Reappointment

**NAME OF BOARD OR COMMISSION:** \_\_\_\_\_

Brooks Stadium Commission

**DATE TO BE PLACED ON AGENDA:** December 17, 2013

**EXPIRATION OF TERM DATE:** December 5, 2017

**APPOINTEE'S HOME ADDRESS:**

**Street:** 2000 Jefferson Street

**City/Zip:** Paducah, KY 42001

**Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Appointee's Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**TO REPLACE ON BOARD:** \_\_\_\_\_

- Thank you
- Resigned

**ADDRESS:** \_\_\_\_\_

- Term Expired
- Other (explain)

**City/Zip:** \_\_\_\_\_

**Appointee Confirmation:** Date: \_\_\_\_\_ By: \_\_\_\_\_

**Board of Commission Approval:** \_\_\_\_\_

Original to: Tammara S. Sanderson, City Clerk  
Cc: file

**BOARD CHAIRMAN:**

\_\_\_\_\_

**BOARDS and COMMISSIONS  
APPOINTMENTS and REAPPOINTMENTS  
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment
- Joint Appointment
- Joint Reappointment

NAME: Howard Finley

NAME OF BOARD OR COMMISSION: 0

Brooks Stadium Commission

DATE TO BE PLACED ON AGENDA: December 17, 2013

EXPIRATION OF TERM DATE: December 5, 2016

**APPOINTEE'S HOME ADDRESS:**

Street: 3258 Monroe

City/Zip: Fadeducah, Ky 42001

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Appointee's Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

TO REPLACE ON BOARD: \_\_\_\_\_

- Thank you
- Resigned

ADDRESS: \_\_\_\_\_

- Term Expired
- Other (explain)

City/Zip: \_\_\_\_\_

Appointee Confirmation: Date: 12/13/13 By: Lindsay Paush

Board of Commission Approval: \_\_\_\_\_

Original to: Tamara S. Sanderson, City Clerk  
Cc: file

**BOARD CHAIRMAN:**  
\_\_\_\_\_

I move that the following documents be received and filed:

**DOCUMENTS**

1. Commercial Guaranty Loan Instrument with Regions Bank for the Greater Paducah Economic Development Council (GPEDC) (ORD # 2013-11-8100)
2. Agreements/Contracts:
  - a. Change Order No. 1 with Midstates Construction Company for Bob Noble Park Pool Concessions Renovation Project (ORD # 2013-12-8101)
  - b. Concrete Program One-Year Renewal Agreement with Harper Construction, LLC. (ORD # 2012-03-7909)
  - c. Agreement to Purchase Police Vehicles with Linwood Chrysler Dodge Hyundai, LLC. (ORD # 2013-12-8104)
  - d. Limestone One-Year Renewal Agreement with Pine Bluff Sand and Gravel Company (ORD # 2012-03-7912)
3. Paducah Water Works Financial Highlights for October 2013

CITY OF PADUCAH  
December 17, 2013

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



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City Manager's Signature



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Date

CITY OF PADUCAH  
PERSONNEL ACTIONS  
December 17, 2013

NEW HIRE - FULL-TIME (F/T)

EPW - STREET

Mead, Michael

<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
EPW Supervisor - Streets	\$22.50/Hr	NCS	Ex	January 2, 2014

# Agenda Action Form Paducah City Commission

Meeting Date: December 17, 2013

Short Title: Strategic Health Risk Advisor and Strategic Benefit Placement Services Renewal with Peel and Holland.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Cindy Medford  
Presentation By: Cindy Medford

### Background Information:

The City has utilized the Health Risk Advisor services of Greg Carlton through 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. During this time the City has received exceptional service from Greg Carlton. The City will pay Peel and Holland \$71,900 for the 2014 year's service. This fee is payable in four equal installments of \$17,975 to be billed quarterly. The fee includes the same \$65,000 advisor fee as last year, but has a couple of additional features. The city will have the use of data analytics via Acclaim health Analytics and NavMD Design 180 with customized reporting and care management integration with disease management firm chosen by the city for \$6,300. Data analytics of this nature are critical to the success of the Edumedics layer of Health Coaching we are adding for 2014 as discussed in Greg Carlton's presentation to the commission on October 22, 2013. There is also a newly added compliance dashboard for \$600 that is helpful to stay in compliance with the changing laws related to health and health information.

There will be an additional 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, or other similar issues. The services provided by Greg Carlton will continue effective January 1, 2014.

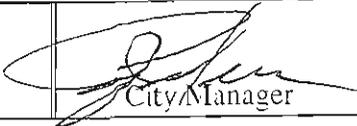
Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Insurance Claims  
Account Number: 07302085422307

 12/6/13  
Finance

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: Strategic Health Risk Advisor and Strategic Benefit Placement Services Agreement

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

Meeting Date: December 17, 2013

Short Title: Edumedics, LLC Agreement for Services.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Cindy Medford, Jon Perkins, Audra Herndon, Glen Denton, Greg Carlton

Presentation By: Cindy Medford

### Background Information:

On October 22, 2013 the commission heard a presentation from Greg Carlton, the city's Risk Advisor for Health Insurance. During that presentation, it was recommended and discussed that the city enter into a contract for services intended to improve the health and claims data associated with those adults on the city's self-insured health insurance that manage chronic conditions including:

- o Diabetes
- o Hypertension
- o Hyperlipidemia

Attached is a two year agreement that provides health coaching and care management for individuals on the city's health insurance initially targeting the above conditions.

The agreement contains a one-time fee of \$7,100, a program management fee, and a 10% share of cost savings calculated by comparison to a baseline of claims data that is to be re-calculated every 6 months.

Some direct costs are expected as well including an hourly rate of up to \$85 per hour for the health care practitioner as well as clinical laboratory services, and some durable medical equipment including blood pressure cuffs and glucose monitoring kits.

As a reminder, the health insurance renewal rates accepted from Anthem included discounts for implementing this type of strategy for 2014 that will help to offset the expense to the Health Insurance Fund.

The services provided be will be effective January 1, 2014.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Insurance Claims  
Account Number: 07302085422307

Finance
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Staff Recommendation: Authorize the Mayor to execute a contract between the City of Paducah and Edumedics, LLC.

Attachments: Agreement for Services

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

Meeting Date: 12/10/13

Short Title: AUTHORIZE THE MAYOR TO ENTER INTO A HOTEL DEVELOPMENT AGREEMENT WITH PADUCAH CONVENTION HOTEL, LLC, DAVID M. PUCKETT, TODD M. CLARK, JOHN M. CLARK, DAVID B. JONES, GLENN R. MALONE, EDDIE CORLEY, AND GARRETT FORBES MATHIEU FOR THE CONSTRUCTION OF A CONVENTION CENTER HOTEL IN DOWNTOWN PADUCAH

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Steve Doolittle

Presentation By: Steve Doolittle

Background Information: The Development Agreement spells out the respective responsibilities between the City of Paducah and the developers proposing to build a hotel on property owned by the City of Paducah near the convention center in downtown Paducah.

In brief, the developers agree to:

1. Developer constructs an upscale brand hotel franchised by a major hotel chain with not less than 120 hotel rooms.
2. Hire the services of architects, engineers, interior designers, contractors and other consultants necessary for the development and construction of the Hotel and the Non-Hotel Improvements.
3. To fully satisfy the Investment Commitments by the Developer expending a minimum \$17.5 million.
4. Have the Hotel fully operational and open for occupancy by no later than mid- 2015.
5. Obtain funding for the Investment Commitments from a financial institution and/or other investment group(s).
6. To diligently complete and submit its application to the Kentucky Tourism Development Commission for sales tax credits issued pursuant to the Kentucky Tourism Development Act.
7. To obtain and maintain all licensing, permitting and certification requirements for the lawful construction of the Hotel and the Non-Hotel Improvements and operation of the Hotel.
8. Develop, construct, and operate the Hotel in conformity with all applicable laws and regulations.
9. Provide, at their expense, written reports reasonably satisfactory to the City of the Developer's progress in satisfying the Investment Commitments.
10. Negotiate and execute management and/or operational agreements with PMCCC to

- operate the Convention Center.
11. That the development and construction of the Hotel is secured by proper performance and payment bonds in an amount sufficient to ensure satisfactory completion.
  12. To secure, at their sole cost and expense, comprehensive commercial general liability insurance covering the development and construction of the Hotel on the Property and the Non-Hotel Improvements.
  13. To relocate, at their sole cost and expense, all utility lines and facilities necessary for the development and construction of the Hotel and Non-Hotel Improvements.
  14. To promptly pay when due real property taxes, personal property taxes, and any and all other governmental levies, assessments or taxes of every kind and nature whatsoever, which are assessed, levied, imposed upon, or would become due and payable out of or with respect to the Property, the Hotel, or any personal property, equipment or other facility used in the operation of the Hotel; and any charges for utilities, communications and other services rendered or used in or about the Hotel, the Property, and the Non-Hotel Improvements.
  15. Contribute \$200,000 to an Occupancy Stabilization Fund.
  16. Negotiate and execute definitive agreements with the City to repay the General Obligation Bonds with interest and cost of issuance.
  17. Pay the City \$500,000 over 20 years.

In return, the City will agree to:

1. Transfer long-term use and occupancy of the Property (Tract I) to the Developer by sale or lease for a nominal sum and upon such other terms as are mutually agreeable among the parties.
2. Lease unto the Developer Tract II for purposes of surface parking at a nominal annual cost.
3. To reimburse the Developer for all reasonable and necessary expenses up to an amount not to exceed \$900,000.00, in connection with the development and construction of surface parking lot on Tract II, a pedestrian bridge over the floodwall linking the Hotel to the Conventions Center, a rear entrance connecting the surface parking lot on Tract II through the flood wall to the Hotel, and for kitchen improvements to the Convention Center
4. Waive permit, inspection, and building inspector fees and zoning, and platting fees.
5. To aid and/or participate in the financing necessary for the development and construction of the Hotel by the Developer as follows:
  - a. Issuance of taxable general obligation bonds to fund a portion of the costs of improvements related to the Hotel to the principal amount that can be amortized from the sales tax credits awarded to the Developer under the Kentucky Tourism Development Act. The Developer agrees to promptly apply the sales tax credits as they are collected to the payment of the lease payments.
  - b. Issuance of Industrial Revenue Bonds for a term up to twenty-five (25) years at the sole cost of the Developer in accordance with KRS Chapter 103.
6. To provide a Hotel Occupancy Stabilization Fund to the Developer and provide financial assistance to the Developer. The fund provided by City shall be \$300,000

and can only be accessed when monthly revenue falls below \$74 RevPar. The assistance shall be repaid at the end of 36 months

- 7. The City shall not offer Economic Incentives within the Downtown Market Area to any Hospitality Project for a period of two (2) years commencing with the execution of this Development Agreement.

Work remains to be done, in order for the developers to complete design work and obtain permits for construction. This includes executing a definitive agreement with the PMCCC, and to secure the requisite tax credits required to finance the bonds. We expect another four to five months will be required before construction can be initiated. Concurrently with this work the developer is completing, the City will have to undertake the process to sell General Obligation (GO) notes and approve Industrial Revenue Bonds (IRB). While, we have an absolute duty to repay the GO notes, the IRB repayment represents the bank financing. The city has no obligation to repay the IRB.

There are other government partners in this transaction. Those include the Paducah Convention and Visitors Bureau (CVB), the Paducah-McCracken Convention Center Corp.(CCC), and the Kentucky Tourism, Arts and Heritage Cabinet. The CVB will be financing \$500,000 of the eventual GO note with the use of room taxes generated by the project. The CCC is the owner of the convention center and a significantly detailed agreement for operations must be completed.

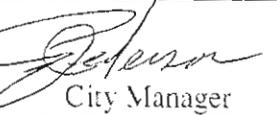
Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name:  
Account Number:

Finance

Staff Recommendation: Approval of the above.

Attachments:

 Department Head	 City Clerk	 City Manager
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# Agenda Action Form

## Paducah City Commission

Meeting Date: December 10, 2013

**Short Title: REQUEST FOR LOAN FROM CITY OF PADUCAH BY  
PAXTON PARK MUNICIPAL GOLF COURSE BOARD**

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By:            Jeff Pederson  
Presentation By:         Jeff Pederson, Bill Griggs

**Background Information:** The Board of Directors of the Paxton Park Municipal Golf Course has requested a loan from the City for the purpose of making facility improvements and equipment purchases. To accommodate this, the City will make the loan from the Fleet Enterprise Fund for a period of ten years. Annual payment on the loan will be \$22,500, plus annual accrued interest at a rate that reflects the earning on City demand deposits, not to exceed 2.5%.

Loan proceeds will be utilized as follows:

Clubhouse Repair and Equipment Purchase	\$122,900
Course Upgrades	35,380
Paving	19,600
Contingency	7,525
TOTAL	\$225,000

**Goal:**    Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

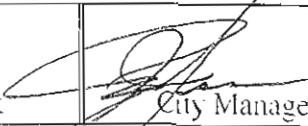
**Funds Available:** Account Name: Interfund Loan from Fleet Trust  
Account Number:

Finance

**Staff Recommendation:**

Adopt an Ordinance approving a loan to The Paxton Park Municipal Golf Course Board

**Attachments:** Itemization and detail of projects  
Ordinance

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

Meeting Date: December 17, 2013

Short Title: Cooperation Agreement with the USACE for Paducah Levee Repairs Sustained During the 2011 Flood

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

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

### Background Information:

On May 18, 2011, the US Army Corps of Engineers notified the City of Paducah that under Public Law 84-99 the City was eligible to request Rehabilitation Assistance for damages sustained to the Paducah Levee System during the 2011 Flood. On June 27, 2011, correspondence was sent to the USACE documenting the 2011 Flood damages sustained on the Paducah Levee System and formally requesting the USACE to provide the rehabilitation benefits pursuant to provisions under Public Law 84-99. In March of 2012, the USACE inspected the flood damages made to the Paducah Levee System as described in a Project Information Report (PIR). On November 21, 2013, the USACE Division Engineer approved the rehabilitation work described in the PIR.

In order to proceed with the 2011 Flood Damage Rehabilitation Effort listed in the PIR, the USACE has requested the City execute a Cooperation Agreement. In accordance with this Cooperation Agreement, the USACE will complete all rehabilitation repairs noted within the PIR. The City of Paducah will be responsible to establish a suitable borrow site that will be utilized to procure the volume of soil needed for the proposed riverbank embankment fill. The City has located a suitable borrow site having a sufficient volume in close proximity of the project. The cost for the fill material is estimated at \$10,000 to \$15,000.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Floodwall Repairs/Upkeep  
Account Number: 001-3308-532-3305

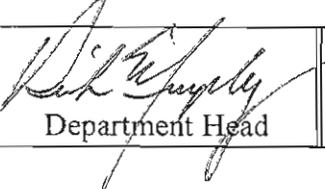
Finance
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### Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute a Cooperation Agreement with the United States of America, Department of the Army Corps of Engineers for Rehabilitation Assistance for damages sustained to the City of Paducah Levee System during the 2011 Flood pursuant to Public Law 84-99 as documented in the USACE's Project Information Reports approved by the Division Engineer on November 21, 2013.

Attachments:

USACE May 18, 2011 Notice, City Formal Request June 27, 2011, Cooperative Agreement

 Department Head	City Clerk	City Manager
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ORDINANCE NO. 2013-1-\_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY CORPS OF ENGINEERS FOR REHABILITATION OF A FEDERAL FLOOD CONTROL WORK

WHEREAS, on May 18, 2011, the US Army Corps of Engineers notified the City of Paducah that under Public Law 84-99 the City was eligible to request Rehabilitation Assistance for damages sustained to the Paducah Levee System during the 2011 Flood; and

WHEREAS, on June 27, 2011, correspondence was sent to the USACE documenting the 2011 Flood damages sustained on the Paducah Levee System and formally requesting the USACE to provide the rehabilitation benefits pursuant to provisions under Public Law 84-99; and

WHEREAS, in March of 2012, the USACE inspected the flood damages made to the Paducah Levee System as described in a Project Information Report (PIR); and WHEREAS, on November 21, 2013, the USACE Division Engineer approved the rehabilitation work described in the PIR; and

WHEREAS, in order to proceed with the 2011 Flood Damage Rehabilitation Effort listed in the PIR, the USACE has requested the City execute a Cooperation Agreement.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a Cooperation Agreement between the United States of America, Department of the Army Corps of Engineers for rehabilitation assistance for damages sustained to the City of Paducah Levee System during the 2011 Flood pursuant to Public Law 84-99 as documented in the USACE's Project Information Reports approved by the Division Engineer on November 21, 2013.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, December 17, 2013

Adopted by the Board of Commissioners, January 14, 2013

Tammara S. Sanderson, City Clerk, January 14, 2013

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

\\ord\eng\agree-floodwall levee-army

**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE CITY OF PADUCAH, KENTUCKY  
FOR  
REHABILITATION OF A FEDERAL FLOOD CONTROL WORK**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Louisville District, U.S. Army Corps of Engineers, and the CITY OF PADUCAH, KENTUCKY, (hereinafter referred to as the "Public Sponsor"), represented by the Mayor of the City of Paducah, Kentucky.

**WITNESSETH THAT:**

**WHEREAS**, the Government constructed a flood control project (hereinafter referred to as the project) authorized by section 5 of the Flood Control Act of June 22, 1936 and section 1 of the Flood Control Act of August 28, 1937, and governed by assurances of local cooperation (dated May 2, 1938) which remain in full effect;

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by floods;

**WHEREAS**, via written correspondence, the Public Sponsor has requested that the Government repair or restore the project, which was damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort of the authorized project in accordance with the terms of this Agreement:

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean all materials, supplies, and labor to repair the levee system located in the City of Paducah, McCracken County, Kentucky. The project consists of three items. (1) Repair riverbank slope failure adjacent to the existing floodwall for a length of approximately 300 feet. Repair will consist of removal and stockpile of existing riprap and bedding material, installing a sheetpile cutoff wall, regrading and recompacting the slope, and replacing the riprap and bedding material. (2) Repair the loss of vegetative cover at three locations along the riverside of the existing levee for a total area of 3.6 acres. (3) Repair rutting along the crown of the existing levee for approximately 900 feet and repair rutting along the toe and on the embankment at one location as generally described in the Project Information Report Paducah Levee System dated March 2012 and approved by the Division Engineer on 21 November 2013.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include but is not necessarily limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute

settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XII. The term shall not include any costs for operation and maintenance, any costs to correct deferred or deficient maintenance; any costs for betterments; any costs for Public Sponsor-preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a feature accomplished on behalf of, or at the request of, the Public Sponsor in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

## ARTICLE II – OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States, and using those funds (*and using funds provided by the Public Sponsor*) shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Government construction of Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the project and the Rehabilitation Effort.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to \$0.00 towards the total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort and any authorized project-related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208.10).

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

## ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or

excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort and the authorized project. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$1,666,000.00 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs are currently estimated to be \$0.00. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$0.00. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred, and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED, Louisville" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Spncsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of

whatever sum is required to meet the Public Sponsor's required share of the total Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### **ARTICLE V - CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0.00 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

#### **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall continue to operate and maintain the completed Rehabilitation Effort as part of the project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Title 33, Code of Federal Regulations, Part 208.10, Engineer Regulation 500-1-1, and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the authorized project for the purposes of completing, operating, and maintaining the project. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

#### **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

#### **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

## ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

## ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

## ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections. 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort and the authorized Project. Should the Government and the Public Sponsor determine to proceed or continue with the construction

after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement.

In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort, or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the authorized project in a manner that will not cause liability to arise under CERCLA.

#### ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows.

If to the Public Sponsor:  
Mayor  
City of Paducah, Kentucky  
City Hall  
300 South 5<sup>th</sup> Street  
Paducah, Kentucky 42003

If to the Government:  
District Engineer  
U.S. Army Engineer District, Louisville  
P.O. Box 59  
Louisville, Kentucky 40201-0059

AND (send to both Mayor and City Engineer)

City Engineer and Public Works Director  
City of Paducah, Kentucky  
City Hall  
300 South 5<sup>th</sup> Street  
Paducah Kentucky 42003

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

CITY OF PADUCAH, KENTUCKY

BY \_\_\_\_\_

BY \_\_\_\_\_

Luke T. Leonard  
Colonel, Corps of Engineers  
District Commander  
DATE: \_\_\_\_\_

Gayle Kaler  
Mayor, City of Paducah, Kentucky  
DATE: \_\_\_\_\_

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013

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Gayle Kaler  
Mayor, City of Paducah, Kentucky

## Angela Weeks

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**From:** Rick Murphy  
**Sent:** Monday, December 09, 2013 10:05 AM  
**To:** Angela Weeks  
**Cc:** Jon Perkins; Jeff Pederson; Pam Spencer; Beckham, Theresa C LRL (Theresa.C.Beckham@usace.army.mil); Babey, Amy S LRL (Amy.S.Babey@usace.army.mil)  
**Subject:** FW: Paducah Levee Rehabilitation Cooperation Agreement and Paducah Reconstruction Project non-Federal funding  
**Attachments:** Paducah Cooperation Agreement FINAL legally cert 111513r.pdf

Ang:

As you are aware we've been dealing with a host of outside projects requiring our attention. Our doing has let some of our projects get put on the back burner. Given the Paducah Floodwall qualifies under Public Law 84-99 to have damages due to the 2011 Flood repaired by the USACE, the City will experience minimal cost to support this effort. The USACE Louisville District has estimated the cost to repair the damages to the levee yield by the 2011 Flood at \$1.66 million. The City's portion of these cost is estimated at approximately \$10,000 to \$15,000. The City's cost is to pay for the soil fill needed to be placed behind a steel sheet piling designed and constructed by the USACE.

The anticipated construction repair window to the City's LFPP left by the 2011 Flood is planned for the spring of 2014.

Thank You,

Rick Murphy, P.E.  
City Engineer &  
Public Works Director  
City of Paducah  
P.O. Box 2267  
Paducah, KY 42002-2267  
[rmurphy@paducahky.gov](mailto:rmurphy@paducahky.gov)  
Office: (270) 444-8511  
Fax: (270) 444-8689

Physical Address:  
300 South 5th Street  
Paducah, KY 42003

-----Original Message-----

**From:** Beckham, Theresa C LRL [<mailto:Theresa.C.Beckham@usace.army.mil>]  
**Sent:** Tuesday, November 26, 2013 1:14 PM  
**To:** Rick Murphy  
**Cc:** Amy Nuckolls; Babey, Amy S LRL; Bond, Sharon M LRL  
**Subject:** Paducah Levee Rehabilitation Cooperation Agreement and Paducah Reconstruction Project non-Federal funding

Hi, Rick,

Please find attached the Paducah Cooperation Agreement for the Paducah Levee Rehabilitation Project. This is ready for signature at your end. Please have three copies ("originals") signed and send them back to us. Please let me know whether you will need to wait for a city council meeting to have the agreement signed at your end and let me know when you anticipate being able to send the three signed copies back to us.

Regarding the Paducah Reconstruction Project, could you advise on the status of the non-Federal funding? Did you receive the instructions for the EFT process? Is there anything you need from us?

Thanks, Rick,  
Theresa

Theresa C. Beckham, PMP  
Project Manager  
USACE, Louisville District

office: 502-315-6875  
cell phone: 502-297-4021



**CITY OF PADUCAH**

300 South 5th Street

P. O. Box 2267

Paducah, KY 42002-2267

www.paducahky.gov

Rick Murphy, P.E.  
City Engineer

Phone: (270) 444-8511

Fax: (270) 444-8689

June 27, 2011

CORPS OF ENGINEERS, LOUISVILLE DISTRICT  
Emergency Management and Security Branch  
ATTN: CELRL-OP-E  
P.O. Box 59  
Louisville, Kentucky 40201-0059

**RE: Rehabilitation Assistance for Flood-Damaged Flood Control Projects**

Dear Sir,

Please receive this correspondence in response to Mr. Steven W. Rager's notification dated 18 May, 2011. It is also requested that the USACE also receive this letter as a formal request for benefits afforded to the City of Paducah under the provisions of Public Law 84-99. This request is being sent to you to supplement an e-mail notification sent directly to Mr. Dan Frank on 6 June, 2011. Please see attached.

**Non-Federal Sponsor Point of Contact Information:**

Rick Murphy, P.E., City Engineer & Public Works Director  
Paducah, Kentucky Local Flood Protection Project  
Office (270) 444-8511, Cell (270) 994-7396  
Periodic Inspection, Contract No: W912QR-08-D-0005 Task Order: 009  
City of Paducah, McCracken County, Kentucky

To date I am reporting that the Paducah LFPP has sustained the following damage:

- Section "A": Riverside washout right of approximate Sta. 190+00 to Sta. 200+00.
- Pump Plant No. 2 Discharge Pipe Flap Gates were severally damaged during 2011 flood event and need to be replaced.
- Section "B": Riverside toe sloughing right of approximate Sta. 17+00 to Sta. 19+50.
- Section "B": Riverside slope failure from approximate Sta. 12+00 to Sta. 16+00.
- Section "C": The top of the levee and several landside and riverside levee slopes were damaged during the 2011 Flood fighting efforts. This damage is random from approximate Sta. 29+00 to Sta. 90+00.

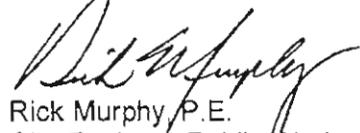
CORPS OF ENGINEERS, LOUISVILLE DISTRICT  
June 27, 2011  
Page 2 of 2

The City of Paducah acknowledges that the USACE will be limited to work that can be economically justifiable and that the City of Paducah will have a 20 percent cost share with any repair work that is performed.

On behalf of the City of Paducah I am requesting that an appropriate USACE representative come and inspect the damage sustained and identified to our LFPP herein.

I look forward to hearing from a USACE representative very soon

Sincerely,



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

RM:an

C: Dan Frank, LRL, Levee Safety Program Manger  
Jeff Pederson, City Manager  
Jon Perkins, C.P.A. Finance Director  
Flood 2011 Project File

## Rick Murphy

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**From:** Rick Murphy  
**Sent:** Monday, June 06, 2011 5:51 PM  
**To:** daniel.d.frank@usace.army.mil  
**Cc:** Jeff Pederson; Kenny Brannon; Chris Yarber; Angela Weeks  
**Subject:** Flood Damage Assist. Public Law 84-99

Dan:

Due to the recent historic Flood of record initiating in April and extended in to May of 2011 the City of Paducah anticipates that it will discover damages caused by the recent flood as the flood waters subside.

Therefore, please receive this e-mail correspondence as the City of Paducah's formal notification and request that we will be making use of the applicable benefits afforded to us to repair the damage to the City's LFPP resulting from the recent flood event.

Please be advised we will be in contact with your office as we determine the extent of any damage to our project.

Thx Rick

Sent from my iPhone

US ARMY CORPS  
OF ENGINEERS

NOTICE TO PUBLIC SPONSORS

DATE: May 18, 2011

REPLY TO:  
CORPS OF ENGINEERS, LOUISVILLE DISTRICT  
Emergency Management and Security Branch  
ATTN: CELRL-OP-E  
P. O. Box 59  
Louisville, Kentucky 40201-0059

APPLICATION PERIOD EXPIRES ~~30 June 2011~~

REHABILITATION ASSISTANCE FOR FLOOD-DAMAGED FLOOD CONTROL PROJECTS

Public Sponsors of flood control projects that sustained damages due to flooding during the period between March 15, 2011 and May 31, 2011, have until June 30, 2011 to apply for Public Law 84-99 Rehabilitation Assistance from the US Army Corps of Engineers, Louisville District.

The Corps of Engineers has authority under Public Law 84-99 to supplement local efforts in the repair of both Federal (Corps-constructed, locally operated and maintained) and non-Federal (constructed by non-Federal interests or by the Work Projects Administration (WPA)) flood control projects damaged by flood.

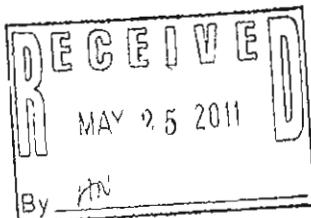
- ✓ a. For a non-Federal flood control project to be eligible for Rehabilitation Assistance, it must have been inspected, evaluated, and accepted into the Corps Rehabilitation and Inspection Program (i.e., granted Active status) *prior to* the onset of the flood, and still be Active (based on the latest Continuing Eligibility Inspection) at the time of the flood.
- ✓ b. For a Federal flood control project to be eligible for Rehabilitation Assistance, it must be in an Active status by having passed its last inspection.
- ⓐ Rehabilitation Assistance will be provided by the Corps only when the work is economically justifiable, the damage was sustained during the recent flood event, and the cost of repairs is more than \$15,000.
- d. Rehabilitation Assistance for a non-Federal project is cost shared between the Public Sponsor and the Corps of Engineers. The Public Sponsor must provide 20 percent of the cost of the Rehabilitation Assistance.

All requests for assistance made to the Corps will be coordinated with the Federal Emergency Management Agency (FEMA) and the Natural Resources Conservation Service (NRCS) to prevent duplication of benefits.

If the Public Sponsor believes that its project may qualify for Rehabilitation Assistance, a written request must be submitted to the Corps of Engineers at the address above. The request must be signed by an officer or responsible official of the Public Sponsor, and must include:

- ✓ Name and telephone number of the Public Sponsor's point of contact;
- ✓ Legal name of the flood control project;
- ✓ Date and results of the last inspection by the Corps of Engineers;
- ✓ Location of the flood control project by township, section, range, city, and county;
  - Location(s) of the damaged section(s), and extent of the damage at each location; and
  - Waterway causing the flood.

Upon receipt of the Public Sponsor's request, the Corps of Engineers will schedule an inspection with the Public Sponsor. If you have any questions, you may contact the Corps of Engineers Emergency Management and Security Branch at 502-315-6912 or the Levee Safety Program at 800-272-3530 for assistance.



  
Steven W. Rager  
Chief, Emergency Management  
and Security Branch