



CITY COMMISSION MEETING  
 AGENDA FOR SEPTEMBER 2, 2014  
 5:30 P.M.  
 CITY HALL COMMISSION CHAMBERS  
 300 SOUTH FIFTH ST

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE – Palmer Stroup, Paducah Tilghman High School Student**

**ADDITIONS/DELETIONS**

**PRESENTATION & PROCLAMATION: Kentucky Storytelling Week – Meg Hancock & Palmer Stroup, PTHS Students**

**PROCLAMATION: Smart City Day**

**PRESENTATION: Prairie State – Dave Clark – THIS PRESENTATION IS BEING RESCHEDULED**

	<b>I.</b>	<b><u>MINUTES</u></b>
	<b>II.</b>	<b><u>MUNICIPAL ORDER</u></b>
		A. Personnel Changes
		B. 2014 Kentucky Office of Homeland Security LEPP Grant Application – <b>POLICE CHIEF</b>
		C. Declaration and Sale of Surplus Property Located at 2306 Eulah Street – <b>S. ERVIN</b>
	<b>III.</b>	<b><u>ORDINANCES – ADOPTION</u></b>
		A. 2014 Community Development Block Grant (CDBG): Four Rivers Recovery Center (Center Point) – <b>S. ERVIN</b>
		B. Sale of Bonds Authorization – Series 2014C-- \$2,415,000 & Series 2014D--\$4,325,000 – <b>J. PERKINS</b>
		C. 2% Increase to Recipients of Police and Fire Fighters' Retirement Fund – <b>CITY MGR</b>
		D. Contract for Services for Luther F. Carson Four Rivers Center – <b>CITY MGR</b>

		E. Contract for Services for Paducah Symphony Orchestra – <b>CITY MGR</b>
	<b>IV.</b>	<b><u>ORDINANCES – INTRODUCTION</u></b>
		A. Enterprise Resource Planning Software Consultant Services – <b>G. MUELLER</b>
		B. Accept Funds for the 2009 Boating Infrastructure Grant Program – <b>R. MURPHY/S. ERVIN</b>
		C. Approve Contract for Master Planning and Design Services for a Certain Tract of Land Along the Riverfront Owned by the City – <b>S. DOOLITTLE</b>
	<b>V.</b>	<b><u>CITY MANAGER REPORT</u></b> A. Discussion – TAP Funding for Riverfront Phase 1 Unfunded – <b>S. ERVIN</b>
	<b>VI.</b>	<b><u>MAYOR &amp; COMMISSIONER COMMENTS</u></b>
	<b>VII.</b>	<b><u>PUBLIC COMMENTS</u></b>
	<b>VIII.</b>	<b><u>EXECUTIVE SESSION</u></b>

CITY OF PADUCAH  
September 2, 2014

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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  
September 2, 2014

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>EPW - STREET</u> Shelton, Joshua A. (Andy)	ROW Maintenance Person \$14.85/Hr	EPW Supervisor - Street \$21.90/Hr	NCS	Ex	September 10, 2014

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE SUPPRESSION</u> Hair, Robert J.	Firefighter	Retirement			August 30, 2014
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**Agenda Action Form  
Paducah City Commission**

Meeting Date: 2 September 2014

Short Title: 2014 KY Office of Homeland Security LEPP Grant Application

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work By:    Asst. Chief Stacey Grimes; Sheryl Chino

Presentation By:    Chief Brandon Barnhill

Background Information: The Kentucky Office of Homeland Security (KOHS), Law Enforcement Protection Program (LEPP) will reimburse law enforcement agencies for prior-approved items including body armor, duty weapons, ammunition and electronic control devices. The Police Department has received awards from this program in the past with the most recent allocation being in 2013 for Ballistics vests.

The Police Department is proposing to submit an application in the amount of \$9,310, to reimburse the city for the purchase of 14 body armor vests. The grant award does not require any match funds; however purchase must be made prior to reimbursements.

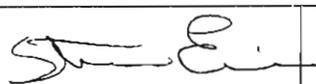
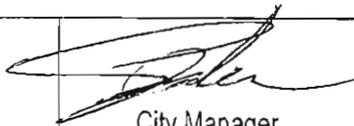
If the Commission chooses to support this grant application, it must authorize and direct the Mayor or Mayor's designee to sign all required grant application documents.

Goal:  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

Funds Available: Project Title:  
Project #:  
File #:  
Account #:

Finance

Staff Recommendation: Approval

 Police Dept. Head	 Planning Dept. Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO OBTAIN A 2014 KENTUCKY BODY ARMOR REIMBURSEMENT GRANT THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY, LAW ENFORCEMENT PROTECTION PROGRAM, TO BE USED FOR THE PURCHASE OF BODY ARMOR BY THE PADUCAH POLICE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary to obtain a 2014 Kentucky Body Armor Reimbursement Grant through the Kentucky Office of Homeland Security, Law Enforcement Protection Program, to be used for the Paducah Police Department to reimburse the City for the purchase of fourteen (14) body armors.

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

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 2, 2014  
Recorded by Tammara S. Sanderson, City Clerk, September 2, 2014  
\\mo\grants\police-body armor app KOHS LEPP 2014

# Agenda Action Form Paducah City Commission

Meeting Date: September 2, 2014

**Short Title: Declaration and Sale of Surplus Property at 2306 Eulah Street**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Steve Ervin

Presentation By: Steve Ervin

**Background Information:**

This action would declare 2306 Eulah St. surplus property owned by the City of Paducah and authorize the sale of the lot. The Planning Department advertised the property in the Paducah Sunday, August 3, 2014 and requested sealed bids. Only one Bid was received prior to the bid opening on August 18, 2014. Jamie DeSantiago and Irma Rios submitted a bid to purchase the lot and offer to pay \$300. They propose to use the lot to plant vegetables and state in the offer that they will keep it clean and mowed,.

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

**Funds Available:** Account Name: N/A  
Account Number: N/A

Finance
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**Attachments:** Additional supporting documentation to meet requirements Sec. 2-668 of the Paducah Code of Ordinances.

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER APPROVING THE SALE OF REAL  
PROPERTY LOCATED AT 2306 EULAH STREET FOR AND IN CONSIDERATION  
OF \$300 TO JAMIE DeSANTIAGO AND IRMA RIOS

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of  
Paducah, Kentucky, a written determination has been made by the City Manager that the  
City does not have any use at this time or in the future for property located at 2306 Eulah  
Street, which constitutes surplus real estate.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves the sale of real  
property located at 2306 Eulah Street, Paducah, Kentucky for and in consideration of  
\$300 to Jamie DeSantiago and Irma Rios

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

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

\_\_\_\_\_  
Mayor

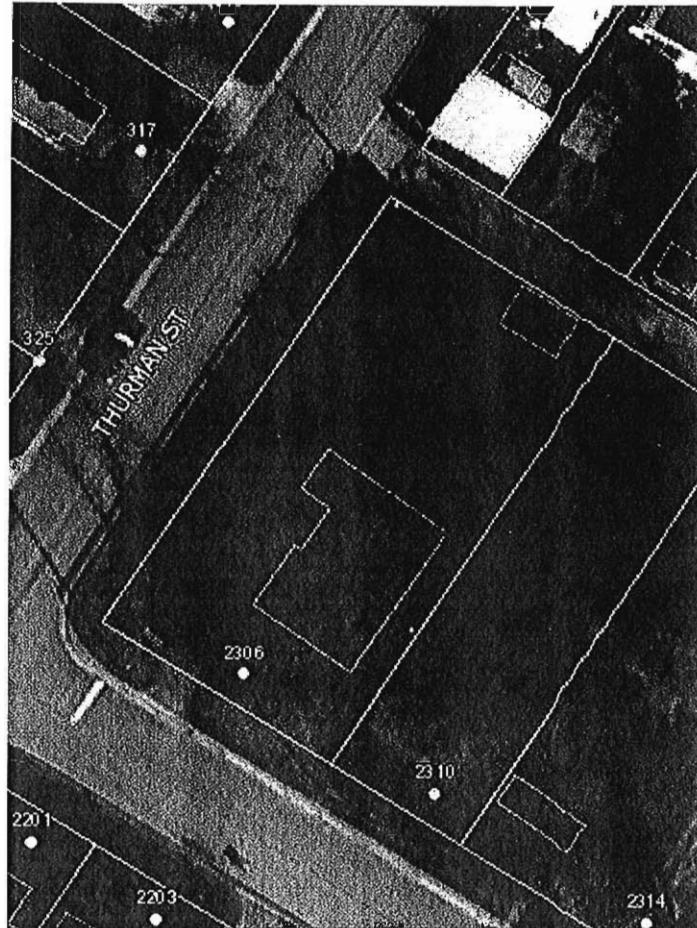
ATTEST:

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

Adopted by the Board of Commissioners, September 2, 2014  
Recorded by Tammara S. Brock, City Clerk, September 2, 2014  
\\mo\prop sale --2306 Eulah St

## **Sec. 2-668. Disposition of surplus or excess property.**

### **1. Description of property: 2306 Eulah Street**



### **2. Its intended use at the time of acquisition:**

This lot was acquired by the City of Paducah by Commissioner's Deed recorded in Deed Book 1274 1Page 765 on April 10, 2014. The City did not have a specific use for the property at the time of the acquisition.

### **3. The reason why it is in the best interest of the City to dispose of the item:**

This lot is on the list of properties staff deemed as surplus. The City of Paducah has owned and maintained the property since April 2014. It is in the best interest of the City of Paducah to transfer surplus properties to responsible owners thus saving the city the cost of maintaining them.

**4. The method of disposition to be used:**

An ad was placed in the Paducah Sun requesting bids for this property. Jamie DeSantiago and Irma Rios submitted the only bid for the lot. They offer \$300. If approved by the commission the property will be transferred to the sole bidder and they will also pay for the deed preparation and the recording of the deed.



Steve Ervin,  
Director Planning Department



Jeff Pederson,  
City Manager

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 26 August 2014

Short Title: **2014 Community Development Block Grant (CDBG): Four Rivers Recovery Center**

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By: Sheryl Chino

Presentation By: Steve Ervin

Background Information: In 2006, the City of Paducah accepted a Community Development Block Grant (CDBG) Award from the Kentucky Department for Local Government on behalf of the sub-recipient, Four Rivers Behavioral Health's Center Point Recovery Center, of which the grant agreement expired June 2012. The City also accepted CDBG funding in 2013 to continue the project in amount of \$250,000.

On April 22, 2014, the Commission through Municipal Order 1770 authorized the execution of a 2014 Four River Recovery Center CDBG application. The Kentucky Department of Local Government has accepted the application and issued a preliminary approval letter to the City of Paducah in the amount of \$250,000 on behalf of the Four Rivers Behavioral Health's Center Point Recovery Center.

The City of Paducah will receive \$12,500 for grant administration, monitoring and maintaining records with the amount of \$237,500 to be spent on salaries at Center Point Recovery Center. A local match is not required.

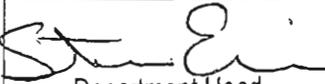
If the Commission desires to accept the grant offered by Department for Local Government it must authorize and direct the Mayor or Mayor's designee to sign a legally binding agreement with Four Rivers Behavioral Health, LLC; as well as, all other required grant award documents including the Kentucky CDBG Procurement Policy.

Goal:    Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

Funds Available:	Project Title: CDBG – Recovery (3) Project #: CD0084 File #: 6.265 Acct. #: 006-1213-513.23-07 Budget: \$250,000 Source of Funds: Federal grant, no local match required	Finance
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Staff Recommendation: Approval

Attachments: Kentucky CDBG Procurement Policy

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

Meeting Date: August 26, 2014

Short Title: Sale of Bonds authorization – Series 2014C, \$2,415,000\*  
Sale of Bonds authorization – Series 2014D, \$4,325,000\*

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jonathan Perkins, Steve Doolittle, Audra Herndon  
Presentation By: Jonathan Perkins, Steve Doolittle, Audra Herndon

**Background Information:**

The 2014C & 2014D bond issues will be publicly sold September 18, 2014. Second reading of the ordinance September 2, 2014.

Bond proceeds are to be used to finance renovations of the Convention Center's showroom (2014C); and for the construction of a downtown hotel (2014D). The bond issues is expected to have a 12-year life and the bond size will be approximately (2014C) \$2,415,000\*, and (2014D) \$4,325,000\*, including the cost of issuance.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Bond Issue – 2014C & 2014D  
Account Number: Bond Fund



Staff Recommendation: That the Mayor & Commission approve the proposed bond ordinance.

Attachments: Draft of Ordinance

Department Head	City Clerk	 City Manager
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\* - Ordinance provides for a 10% variance in size of financing.

# Agenda Action Form

## Paducah City Commission

Meeting Date: August 26, 2014

### SHORT TITLE: 2% INCREASE TO RECIPIENTS OF POLICE AND FIRE FIGHTER PENSION FUNDS

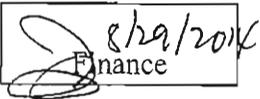
Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jonathan Perkins and Jeff Pederson  
Presentation By: Jeff Pederson

#### Background Information:

The City of Paducah at present has sixty individuals receiving retirement benefits under terms specified in KRS 95.989. Financial assets are managed in a Pension Fund, which is supplemented by an annual appropriation by the City. Due to limitations of fund investment earnings, the vast majority of participants have not realized an increase to their monthly pension payment since 2008. Although the City is not obligated to fund an increase to pensioner's payments, it has done so from time to time.

Recently the City refinanced a General Obligation Bond that had been issued in 2005 to meet the City's obligations for the fund to be solvent. The net present savings from that refinancing was \$365,000.

**Funds Available:** Account Name: Gen. Fd. - Fd. Bal. Reserve  
Account Number:  Finance

#### Staff Recommendation:

It is recommended that the City increase Pension Fund assets in the amount of \$212,000 in order to provide for a 2% increase to payments to pensioners. The funding would come from unrestricted cash in the General Fund, to be replaced by future savings the \$365,000 reduction to the 2005 bond interest costs.

**Attachments:** Ordinance

Department Head	City Clerk	 City Manager
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# Agenda Action Form

## Paducah City Commission

Meeting Date: August 26, 2014

**Short Title:** Contract with Luther F. Carson Four Rivers Center

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Claudia Meeks  
Presentation By: Jeff Pederson, City Manager

### Background Information:

As part of the Investment Fund Decision Items for FY2015, the Commission approved appropriation of funding for the Luther F. Carson Four Rivers Center in the amount of \$80,240

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

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

**Funds Available:** This expenditure was appropriated in the FY2015 Budget.

Account Name: Investment Fund  
Account Number: 004-0401-536-8061

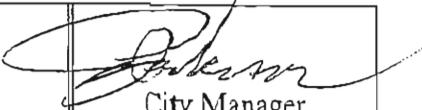
 8/22/14  
Finance

### Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with the Luther F. Carson Four Rivers Center in the amount of \$80,240.

### Attachments:

Ordinance  
Contract

Department Head	City Clerk	 City Manager
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# Agenda Action Form

## Paducah City Commission

Meeting Date: August 26, 2014

**Short Title:** Contract with Paducah Symphony Orchestra

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Claudia Meeks  
Presentation By: Jeff Pederson, City Manager

### Background Information:

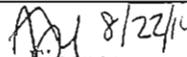
As part of the Investment Fund Decision Items for FY2015, the Commission approved appropriation of funding for the Paducah Symphony Orchestra in the amount of \$22,855.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

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

**Funds Available:** This expenditure was appropriated in the FY2015 Budget.

Account Name: Investment Fund  
Account Number: 004-0401-536-8055

  
Finance

### Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with the Paducah Symphony Orchestra in the amount of \$22,855.

### Attachments:

Ordinance  
Contract

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

Meeting Date: 9/2/2014

Short Title: Enterprise Resource Planning Software Consultant Services

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: G. Mueller, S. Kyle, J. Perkins, A. Herndon, A. Copeland  
Presentation By: G. Mueller

**Background Information:** The City of Paducah has reached a point in its current Enterprise Resource Planning (ERP) software lifecycle that require us to evaluate upgrading or replacing our Sungard (formerly HTE) system in order to meet the city's changing business needs. As city staff members began to collect software options and pricing from our current ERP software provider (Sungard) it became apparent this project will be expensive, time consuming, technologically complex and will impact every city department.

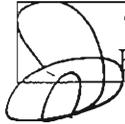
A Request For Proposal process the best tool to ensure the City receives the most cost effective ERP software solution that meets our current and future needs. To assist with the creation and evaluation of this RFP the City proposes contracting with the management consulting firm Plante & Moran, PLLC. The proposed contractual services include:

1. Conducting an ERP Needs Assessment – This assessment includes the current state of software and IT infrastructure, review of current city departmental processes, and identification of future city ERP software needs.
2. ERP RFP Preparation – Based on the information collected in the Needs Assessment, develop an RFP that will allow the City to evaluate vendor responses based on defined selection criteria and weighting factors.
3. ERP Solution Selection – Assist the City in conducting due diligence activities such as proposal response analysis, vendor demonstrations, reference checking, perform assessment of the solution's relative strengths and weaknesses

The projected time frame for Plante & Moran's services is 8-9 months. The cost for the 3 phases is quoted at \$70,840.00.

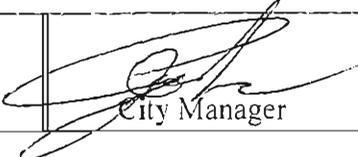
Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: EQ0022 Software Upgrade  
Account Number:

 8/29/2014  
Finance

Staff Recommendation: Adopt an ordinance authorizing the Mayor to execute a contract with Plante & Moran for Enterprise Resource Planning Consultant Services. A copy of the contract is available for review in the City Clerk's office.

Attachments: Plante Moran ERP Consultant Services Proposal Executive Summary

Department Head	City Clerk	 City Manager
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AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,  
APPROVING AN AGREEMENT FOR ENTERPRISE RESOURCE PLANNING  
CONSULTANT SERVICES; AND AUTHORIZING THE EXECUTION OF SAID  
CONTRACT

WHEREAS, the City of Paducah has reached a point in its current Enterprise Resource Planning (ERP) software lifecycle that require us to evaluate upgrading or replacing our Sungard (formerly HTE) system in order to meet the city's changing business needs; and

WHEREAS, as city staff members began to collect software options and pricing from our current ERP software provider (Sungard) it became apparent this project will be expensive, time consuming, technologically complex and will impact every city department; and

WHEREAS, a Request For Proposal process is the best tool to ensure the City receives the most cost effective ERP software solution that meets our current and future needs; and

WHEREAS, the management consulting firm Plante & Moran, PLLC has in its employ, persons experienced to assist with the creation and evaluation of the RFP; and

WHEREAS, the City desires to approve and authorize the Mayor to execute the contract.

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

SECTION 1. That the City of Paducah hereby approves an Agreement with Plante & Moran, for consulting services to assist with the creation and evaluation of the Request for Proposals for the upgrading or replacement of the City's current Sungard system in an amount not to exceed \$70,840,008 and authorizes the Mayor to execute an agreement for same.

SECTION 2. Funding for this expenditure shall be charged to project account EQ0022.

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.

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, September 2, 2014  
Adopted by the Board of Commissioners, September 16, 2014  
Recorded by Tammara S. Sanderson, City Clerk, September 16, 2014  
Published by *The Paducah Sun*, \_\_\_\_\_  
\\ord\infosves\contract-consulting services-HTE software

## Plante Moran ERP Consultant Services Proposal Executive Summary

The City of Paducah has reached a point in its current Enterprise Resource Planning (ERP) software lifecycle that require us to evaluate upgrading or replacing the system in order to meet the city's business needs. Several factors are driving this review and include enhancements and improvements in city business processes, reporting capabilities, access to information, and payment options to name a few.

Enterprise Resource Planning software is a necessary tool for conducting city business and touches all departments. It is expensive, complex, and numerous factors influence how we will proceed.

### How we got where we are today.

The City of Paducah has been a customer of Sungard (formerly HTE) since 1994. We currently have most of Sungard's Naviline suite of products which include:

GMBA	Cash Receipts	Accounts Receivable	Payroll/Personnel
Purchasing	Tax Billing	Business Licenses	Building Permits
Code Enf.	Land Mgmt.	Planning/Engineering	Work Orders/Facility Mgmt
Fleet Mgmt.	Fires Mgmt.	Crimes Management	Computer Aided Dispatch

The primary benefit of the Sungard products is they integrate with one another and share common data into what is known as an ERP. Had the City not made the decision to purchase and implement Sungard's software in the early 1990's we would likely find ourselves with a hodge-podge of specialty software in varying data formats. This would have created multiple silos of data throughout the organization with little or no potential for future integration.

Currently, Sungard's products run on an IBM iSeries (AS/400) server. The system has proven to be reliable and continues to be used in government and business datacenters. However, the use of the iSeries, and software written for it, has declined over the years as business software vendors turned more toward developing applications for Microsoft systems.

Sungard has followed that same trajectory and in the past few years has rolled out a Windows based product line called OneSolution. The OneSolution product has a number of features and enhancements that are not available on the Naviline system. Improved ease of use, navigation, automated processes and notifications, improved reporting capabilities, etc. caught City staff's attention and thus began the discovery process of what it would take to upgrade from Naviline to OneSolution.

The Naviline products we currently have are stable and functional. There is no immediate urgency to upgrade. This gives us ample time to evaluate the best way to proceed. Sungard maintains that it will not discontinue Naviline anytime in the near future. However, it is not anticipated to see any significant

new innovations to Sungard's iSeries based products. Rather, most of their resources will be focused on developing and enhancing Windows based products.

### **Wow, that's a lot of money!**

The past three years the City Finance and Fire Dept. staff have attended Sungard's annual user's conference. OneSolution products were the topic of many of the conference workshops, thus giving staff exposure to live versions of the product. In February, Sungard staff provided live product demonstrations onsite allowing City staff from all departments to participate and ask questions.

Feedback from City staff was positive. Questions and concerns from staff end users seemed to be satisfactorily answered and addressed by Sungard.

Sungard has provided a budgetary quote for their non-public safety OneSolution products (Crimes, Fires, and E911 Compute Aided Dispatch are not included in this). After several additions and deletions to the quote, numerous conference calls and e-mails the upgrade cost is now estimated at more than \$900,000. In addition, this cost does not include important security enhancements such as off-site hosting and redundancy.

The majority of the costs are for professional services specifically for data conversion and migration, training, and project management. Because we are an existing client, Sungard has waived the software license fees it would normally charge to a new customer.

Sungard is the sole source provider for both the Naviline and OneSolution products. Sungard argues this makes them uniquely qualified to perform the upgrade, integrate the Naviline and OneSolution products during the migration phases, and provide support for the OneSolution product once it has been implemented.

Sungard recommends a phased approach to this upgrade. Finance applications would occur first with Community applications like Land Management, Building Permits, and Code Enforcement implemented second. Work Orders and Facility Maintenance would follow last. The overall time span for the full implementation will be approximately 3 years.

After careful review and consideration of Sungard's OneSolution option it is evident that this is much more than a simple upgrade. Rather, this is more of a complete ERP replacement. Based on the estimated costs and the fact that this is a completely different system it has become apparent that a formal Request for Proposal (RFP) is necessary.

### **What other ERP solutions are there?**

There are not many fully integrated software systems specifically designed for local government from which to choose. Listed below are some we have found.

Tyler Technologies – [www.tylertech.com](http://www.tylertech.com)

New World Systems – [www.newworldsystems.com](http://www.newworldsystems.com)

Business Management Systems, Inc. – [www.bmsi-fund.com](http://www.bmsi-fund.com)

Harris Local Government – [www.harrislocalgov.com](http://www.harrislocalgov.com)

Asking another vendor to provide us with a quote for new system similar to what we have would give us an idea of the cost of a completely different system. However, due to the inherent complexity of ERP systems, comparing one with another will be difficult, albeit necessary to ensure the city receives the best value.

Developing a Request for Proposals for a replacement to our existing Sungard system will be complex and time consuming. The structure of the RFP will be critical to the evaluation phase to ensure we are making fair comparisons. However, before the RFP is developed it has been recommended by the consulting firm Plante Moran that we first conduct an ERP Needs Assessment. This assessment would focus on *“review of ERP-related processes to generate critical requirements, interfaces and process improvements as well as identification of inefficiencies and shadow systems associated with existing processes. The intent of this phase is to define high level people, process, and technology-related issues and opportunities as well as the identification of critical and unique software needs of the City for inclusion in a subsequent RFP document.”* While we have an excellent in-house team assembled to work through this process, the team recognizes it would benefit from consultant services specializing in ERP projects.

### **What can Plante Moran do for us?**

Plante Moran is a management consulting and public accounting firm with considerable experience in local government ERP consultant services. Plante Moran’s services came to the surface during internet searches for local governments similar to Paducah who were implementing or replacing their ERP software. The City of Hallendale Beach, FL was one such city going through an ERP replacement that has retained Plante Moran’s services. Like Paducah, Hallendale Beach was a Sungard Naviline customer who has gone through an RFP process. They are currently implementing an ERP solution provided by a competitor of Sungard.

Plante Moran proposes the following phases to assist Paducah in this project:

#### **Phase 1: ERP Needs Assessment**

*The purpose of this phase is to conduct a needs assessment related to key municipal process areas relevant to the project for the purpose of defining process-related issues and opportunities as well as the identification of functional requirements that will be used as part of the process for evaluating proposed ERP solutions. Activities to be included in this phase are as follows:*

- *Meet with staff to begin the establishment of expectations and vision for a future environment composed of new technologies, changes in business operations and organizational structure*

- *Obtain and review relevant documents to obtain background information on the current and desired ERP environment*
- *Assess the City's current technology infrastructure and ERP environment*
- *Conduct departmental interviews*
- *Develop an ERP Needs Assessment Report encompassing the various functional areas in the City*

#### Phase 2: ERP RFP Preparation

*The purpose of this phase is to develop a Request for Proposal (RFP) for purposes of soliciting responses from vendors who provide ERP implementation services and solutions for entities similar in size and complexity to the City. This will include the following activities:*

- *Define Vendor Selection Criteria and Weighting Factors to evaluate vendor responses*
- *Define a Decision-Making process that will be used to guide the evaluation and ultimate decision on a selected vendor*
- *Develop and finalize ERP Software Specifications*
- *Develop and distribute a Request for Proposal (RFP) to providers of ERP software solutions*

#### Phase 3: ERP Solution Selection

*The purpose of this phase is to conduct due diligence activities associated with respondents to the RFP and to assist the City in conducting due diligence activities to reach a decision on a selected vendor. This will include the following activities:*

- *Assist with ERP Vendor Q&A prior to the proposal due date*
- *Assist with Vendor Pre-Bid Meeting*
- *Present Proposal Response Analysis*
- *Provide guidance on additional due diligence activities (i.e., vendor demonstrations, reference checking, site visits, etc.)*
- *Assist with conclusion on a preferred vendor*

Following the ERP selection, Plante Moran also offers ERP Statement of Work and Contract Negotiations as well as ERP Implementation Management Assistance. These services are optional and would be priced later in the project if needed.

The projected time frame for Plante Moran's services is 8-9 months. The cost for the 3 phases is quoted at \$70,840.00

Plante Moran's 79 page proposal and contract is available for review in the City Clerk's office or can be e-mailed on request.

# Agenda Action Form Paducah City Commission

Meeting Date: 2 September 2014

Short Title: 2009 Boating Infrastructure Grant Program (BIG)

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By: Rick Murphy; Steve Ervin; Angie Weeks; Sheryl Chino  
Presentation By: Rick Murphy; Steve Ervin

Background Information: The Federal BIG program was established to provide funding to States and Territories for the development and maintenance of facilities for transient recreational vessels 26 feet or longer in length. Only designated State Administrative Agencies can apply for and receive BIG monies but, the program encourages those entities to partner with units of local government and other eligible agencies. Kentucky's designated agency, the Department of Fish and Wildlife Resources (KDFWR), agreed to partner with the City on the project.

Submittal of the application was approved on September 8, 2009 under municipal order 1479.

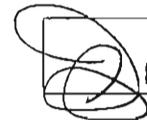
The city has been awarded \$910,000 in BIG funds. The local match requirement is \$320,000. The project will allow for the construction of a transient boat dock as part of the Paducah Riverfront Redevelopment Plan. The City will be required to maintain the facility has a transient boat dock for 20 years. Should the dock be destroyed or the use altered within 20 years, the city will be required to reimburse the KY Department of Fish & Wildlife pro rata for the value of the remaining useful life of the project. This grant requires construction of four items:

1. Transient Dock and Anchorage
2. Fuel System-Fuel Dock
3. Power Pedestals
4. Sewer Pump Out - Grinder Pump

Given that the City of Paducah has been awarded the subject grant for the amounts stated herein, the City Commission must accept of this grant award.

Goal:  Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

Funds Available:   Account Name:   RF; BIG  
Account Number:   040-3315-532.23-07  
Project Number:   DT0026  
CFDA Number:   15.622

 9/29/2014  
Finance

Staff Recommendation: The City Commission authorize and direct the Mayor or Mayor's designee to sign all required grant related documents in order that the City of Paducah may receive the grant funds.

Attachments: Commonwealth of Kentucky Contract

 Engineering Dept. Head	 Planning Dept. Head	City Clerk	 City Manager
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ORDINANCE NO. 2014-9-\_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES (KDRWR) AND THE CITY OF PADUCAH, KENTUCKY, FOR A REIMBURSABLE GRANT AWARD FOR CONSTRUCTION OF A TRANSIENT BOAT DOCK AS PART OF THE PADUCAH RIVERFRONT REDEVELOPMENT PLAN

WHEREAS, the City of Paducah requested the Kentucky Department of Fish and Wildlife Resources to apply for a 2009 Boating Infrastructure Matching Grant from the U. S. Department of Interior in the amount of \$1,000,000 by Municipal Order No. 1479 on September 8, 2009; and

WHEREAS, the United States Department of Interior has approved the application with the Kentucky Department of Fish and Wildlife Resources; and

WHEREAS, the Kentucky Department of Fish and Wildlife Resources is now ready to award this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves a grant agreement all documents relating thereto with the Kentucky Department of Fish and Wildlife Resources for a Boating Infrastructure Grant in the amount of \$910,000 for construction of a transient boat dock as part of the Paducah Riverfront Development Plan. The local cash match requirement is \$320,000.

SECTION 2. The Mayor is hereby authorized to execute a grant agreement and all documents relating to same with the Kentucky Department of Fish and Wildlife Resources as authorized in Section 1 above.

SECTION 3. Funds shall be credited to project number DT0026.

SECTION 4. 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, September 2, 2014  
Adopted by the Board of Commissioners, September 16, 2014  
Recorded by Tammara S. Sanderson, City Clerk, September 16, 2014  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\plan\grants\fish & wildlife-boating infrastructure grant



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT:**  
Show Doc ID number on all packages, invoices and correspondence.

Doc Description: City of Paducah - BIG P	
Doc ID No: PON2 660 1500000331 1	Procurement Folder:
Procurement Type: Grant	
Administered By: Barry Stigers	Cited Authority: BIGRANT-Y-6-B
Telephone: 502-564-7109	Issued By: Barry Stigers

Line	GL Description	Due Date	Quantity	Unit Price	Contract Amt	Total Price
1	City of Paducah - BIG P		0.00	0.00000	910,000.00	910,000.00

Extended Description

The purpose of this contract is to provide Boating Infrastructure Grant Program (BIG-P) funding to public/private marinas, as well as city/local governments to construct transient boat dock facilities and their associated amenities in waters described as "navigable" across Kentucky. The City of Paducah, as part of a Riverfront Development Project at Schultz Park, desires to construct an approximately 400 foot transient boat dock as part of the Riverfront Development Project. This transient dock will be equipped with power pedestals, water hookups, and marine sewage pumpout facilities for short term dockage of vessels 26 feet or greater in length. No General Fund or State Game and Fish Funds will be used for this project. City of Paducah will provide the 26% match. This contract is not valid until approved by the government contract review committee. Effective dates will be 8/15/14 - 9/30/15

BILL TO	233564 COM FW DEPT FISH AND WILDLIFE #1 SPORTSMAN'S LANE  FRANKFORT KY 40601 US	SHIP TO	
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**Total Order Amount:** 910,000.00

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**Memorandum of Agreement Terms and Conditions for Agreements  
Between A State Agency and Other Governmental Body or Political Subdivision  
Terms and Conditions  
Revised January 2012**

**Scope of Services:**

The City of Paducah will construct the transient dock facility according to their project proposal that was submitted for Federal FY2010 Boating Infrastructure Grant Program Tier II funding. This proposal outlined the construction of an approximately 400 foot transient boat dock, complete with fueling stations, power pedestals, water hookups, and marine sewage pumpout facilities.

**Pricing:**

Funding for this project shall be provided solely by the Boating Infrastructure Grant Program (BIG-P). Total project cost is estimated at \$1,230,000. The Federal Share shall be \$910,000 (74%) and the State Share shall be \$320,000 (26%). The State Share shall be provided by non-federal funds from the City of Paducah.

**Budget Line Items**

400 feet of transient dock and anchorage (\$1,880 per linear foot)	\$ 752,000
Floating fuel system/fuel dock	\$ 350,000
Power pedestals	\$ 70,000
Marine sewage pumpout system	58,000
<b>TOTAL COST</b>	<b>\$1,230,000</b>

**Cancellation clause:**

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.

**Funding Out Provision:**

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

**Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

**Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS

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61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

**Effective Date:**

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

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

**Violation of tax and employment laws**

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

**Decisions of the State:**

The extent and character of the work and services to be performed by Contractor shall be subject to the general supervision, direction, control and approval by the KDFWR, to whom Contractor shall report and be responsible. In the event that there shall be any dispute with regard to the extent and character of the work to be done, the decision of the KDFWR shall govern, but Contractor shall have the right to appeal for resolution by a mutually agreed upon third party.

**Indemnity:**

Contractor shall indemnify and hold harmless KDFWR and all of its officers, agents, and employees from all suits, actions or claims of any character because of any injuries or damages received by any person, persons, or property resulting from implementation of this project based upon this agreement, to the extent allowed by Kentucky law. No part of this agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Section 231, and the United States Constitution, Eleventh Amendment.

**Sovereign Immunity:**

The contractor agrees to be responsible for claims arising as a result of its actions under this contract, to the extent allowed by law. Further, this contract is intended for the sole benefit of the parties hereto and no rights under this contract shall be bestowed upon any third party or parties as a result of the provisions contained herein. KDFWR is in no way responsible for the actions of the contractor. No part of this agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Section 231, and the United States Constitution, Eleventh Amendment.

**Choice of Law and Forum:**

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

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To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

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

Contractor must check one:

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

The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

Registration with the Secretary of State by a Foreign Entity.

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

### Approvals

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

1st Party:

\_\_\_\_\_  
 Gregory K. Johnson Commissioner Date  
 Fish and Wildlife Resources

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

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2nd Party:

\_\_\_\_\_  
City of Paducah                      Date

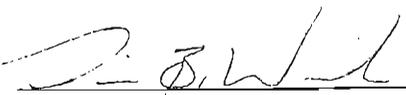
\_\_\_\_\_  
City Corporate Counsel                      Date

Other Party

\_\_\_\_\_  
Bob Stewart, Cabinet Secretary      Date  
Tourism, Arts and Heritage Cabinet

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

Approved as to form and legality:

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 \_\_\_\_\_  
David Wicker, General Counsel      Date 8/14/14  
Department of Fish and Wildlife Resources

\_\_\_\_\_  
William R. Dexter, Executive Director, Office of Legal Affairs  
Tourism, Arts and Heritage Cabinet

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## FINANCE AND ADMINISTRATION CABINET

### Vendor Document Disclosure

**WHEREAS**, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

**WHEREAS**, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

**WHEREAS**, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

**NOW, THEREFORE**, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.
- III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.
- IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor

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or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.

V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

**Project 1. Construction of a transient boat dock facility at Schultz Park, Ohio River.**

Need:

The Dingell-Johnson Act (Sport Fish Restoration Act) of 1950, later amended by Wallop-Breaux, was enacted to aid with the restoration and management of fish species having material value (also known as sport fish) and their habitats. Subsequently, the Sportfishing and Boating Safety Act of 1998 established the Boating Infrastructure Grant Program (BIG-P) to provide funding for the development and maintenance of boating infrastructure facilities for transient, nontrailerable recreational vessels. Since 2000, the Kentucky Department of Fish and Wildlife Resources has provided over \$2,000,000 in pass-thru BIG-P funds to both public and private marinas to construct and operate transient facilities across the state.

The City of Paducah has initiated a significant Riverfront Development project located at Schultz Park along the Ohio River. The intent of project is to improve access to the Ohio River, as well as improve access to the city from those vessels located on the Ohio River.

One component of this Riverfront Development project is the construction of a transient boat dock facility located at Schultz Park. Presently, there are no accommodating transient dock facilities located at the City of Paducah. This new boat dock facility will create a 400 foot transient dock facility offering transient vessels an ideal and safe destination near the City of Paducah. This pier will allow operators of transient vessels an ideal location to rest and obtain fuel.

Additionally, this facility will help to improve recreational tourism to the City of Paducah. Users of the transient dock facility will be able to visit local tourist attractions, restaurants, and other amenities during their short term dockage and stay at the facility.

Implementation of this project will ultimately relate to the mission statement of the Kentucky Department of Fish and Wildlife Resources, which is "to conserve and enhance fish and wildlife resources and provide opportunity for hunting, fishing, trapping, boating, and other wildlife-related activities. This project also relates to the purpose of the BIG-P, to create dockage for transient recreational boats 26 feet or more in length for recreational opportunities and safe harbors.

Purpose and Objectives:

The purpose is to improve transient boater amenities along the Ohio River, specifically near the City of Paducah. The objective is to construct a 400 foot transient dock facility that includes amenities such as a fuel, power pedestals, water hookups, and marine sewage pumpout facilities.

Results and Benefits Expected:

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Implementation of this project will help to increase access for transient vessels along the Ohio River and improve tourism to the City of Paducah area. Construction of this transient dock facility will be the first such transient structure in this particular stretch of the Ohio River. This facility will provide an ideally located stopping destination for transient vessels along the Ohio River.

Approach:

The City of Paducah will construct the transient dock facility according to their project proposal that was submitted for Federal FY2010 Boating Infrastructure Grant Program Tier II funding. This proposal outlined the construction of an approximately 400 foot transient boat dock, complete with fueling stations, power pedestals, water hookups, and marine sewage pumpout facilities.

Useful Life:

The useful life all capital improvements will be 20 years. The City of Paducah will commit to maintaining these improvements during the useful life period of the project. Useful life will begin upon completion of the project and inspection by KDFWR staff.

Geographic Location:

This project will be implemented at Schultz Park along the Ohio River at the City of Paducah.

This project will be administered from the headquarters office of the Kentucky Department of Fish and Wildlife Resources, #1 Sportsman's Lane, Frankfort, KY. 40601.

Principal Investigator(s):

Ryan Oster is the Federal Assistance Program Coordinator for the Fisheries Division, he will oversee the administration of this project and that its activities follow all Special Conditions, in addition to all pertinent federal and state laws.

Program Income:

No program income will be generated as a result of grant supported activities under this project.

Budget Narrative:

Funding for this project shall be provided solely by the Boating Infrastructure Grant Program (BIG-P). Total project cost is estimated at \$1,230,000. The Federal Share shall be \$910,000 (74%) and the State Share shall be \$320,000 (26%). The State Share shall be provided by non-federal funds from the City of Paducah.

Budget Line Items

400 feet of transient dock and anchorage	
(\$1,880 per linear foot)	\$ 752,000
Floating fuel system/fuel dock	\$ 350,000
Power pedestals	\$ 70,000
Marine sewage pumpout system	58,000

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TOTAL COST \$1,230,000

General:

The approach set forth in this project are eligible for funding and are substantial in character and design under 50 CFR 86.20(a) "Construct, renovate, and maintain either publicly or privately owned boating infrastructure tie-up facilities."

For services mentioned above, the Kentucky Department of Fish and Wildlife Resources (KDFWR) agrees to pay City of Paducah actual allowable costs incurred, not to exceed \$910,000 upon receipt of invoice. This amount represents the 74% federal fund share portion of the project. City of Paducah shall be responsible for providing the remaining 26% state match (non-federal funds) share portion of the project. The total cost of this project has been estimated at \$1,230,000. In order to receive reimbursement of federal funds, City of Paducah shall submit copies of actual invoices and cancelled endorsed checks to KDFWR. The KDFWR shall withhold the final 10% of the federal share reimbursement (\$91,000) until the project has been fully completed and inspected by KDFWR staff.

The effective dates for this MOA shall be for the period of its effective date through September 30, 2015. All project related invoices must be received by the KDFWR by September 30, 2015. Any invoices received after September 30, 2015, shall not be eligible for reimbursement and shall be the sole responsibility of City of Paducah.

The non-federal portion of this grant shall be covered by matching funds from City of Paducah.

City of Paducah acknowledges and agrees that the transient dock facility will be designed and constructed to meet a minimum longevity and lifespan of 20 years. [50 CFR 86.70]

City of Paducah agrees that the useful life of a transient dock facility and its associated amenities (power pedestals, water/cable hookups, marine sewage dump stations) funded with Boating Infrastructure Grant Program funds shall be 20 years, beginning from the date of completion of the project (this date is defined as the date of completion of the project as outlined in the final performance report of the Boating Infrastructure Grant Y-13-D). This date shall be provided to City of Paducah upon the final inspection of the project. City of Paducah shall maintain a working and usable transient dock facility during the useful life period. Once the useful life period of the project has expired, City of Paducah is under no further obligation to maintain a working transient dock facility.

City of Paducah acknowledges that only transient, nontrailerable recreational vessels shall be allowed to utilize the transient facility constructed with Boating Infrastructure Grant Program funds. Transient nontrailerable vessels are defined as "non-trailerable motorized boats 26 feet or more in length manufactured for and operated primarily for pleasure, including vessels, leased, rented, or chartered to another person for his or her pleasure". The term transient means "passing through or by a place, staying 10 days or less". Transient tie-up or dock facilities means "facilities that transient nontrailerable recreational vessels occupy temporarily, not to exceed 10 consecutive days". [50 CFR 86.12]

City of Paducah shall give credit to the Boating Infrastructure Grant Program (BIG-P) by displaying signage at the facility, stating that the construction or improvement of the facility was with funds from the Boating Infrastructure Grant Program. The following is suggested language: "This facility was built (or improved) using Federal Aid in

	Document Phase	Document Description	Page
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Sport Fish Restoration as the source of funding for the Boating Infrastructure Grant Program." [50 CFR 86.91]			

City of Paducah shall acknowledge the use of Federal Aid in Sport Fish Restoration program as the source of funding for the Boating Infrastructure Grant Program in all reports or advertisements produced, that pertain to the project. [50 CFR 86.91]

City of Paducah shall allow all public recreational transient vessels access to the transient dock facility funded under the Boating Infrastructure Grant Program during the useful life of the project. [50 CFR 86.30]

City of Paducah may charge the public only a reasonable fee, based on the prevailing rate in the area. City of Paducah must determine a fee that does not pose an unreasonable, competitive amount, based on other publicly or privately owned tie-up facilities in the area. The rate that City of Paducah decides to charge shall be approved by the KDFWR. KDFWR shall approve this rate based upon the prevailing rates in the area. Any change in fee structure during the useful life period of the project shall be approved by the KDFWR. [50 CFR 86.31]

City of Paducah agrees that by accepting Boating Infrastructure Grant Program funding, the KDFWR retains a proprietary interest in the project during the useful life period. Per 50 CFR 80.14, should the City of Paducah destroy or alter the use of the project during its useful life or the transit dock facility be destroyed by means beyond the city of Paducah's control, then the City of Paducah shall reimburse the KDFWR pro rata for the value of the remaining useful life of the project.

Upon completion of this project funded with Boating Infrastructure Grant Program funds, City of Paducah agrees to allow the KDFWR to complete a site inspection of the project area and equipment purchased to document that the project is completed, acceptable, and that project expenses are limited to only those costs that are necessary and reasonable for accomplishment of approved Boating Infrastructure Grant Program activities [50 CFR 86.20] and that applicable Federal cost principles have been met [43 CFR 12.60(b)].

Upon the completion of the project, the City of Paducah shall provide to the KDFWR a letter on behalf of the City of Paducah's engineer that the facility has been constructed in accordance with plans and specifications of the project to meet a minimum longevity and lifespan of at least 20 years.

# Agenda Action Form Paducah City Commission

Meeting Date: 9/02/2104

Short Title: An Ordinance authorizing the Mayor to enter in a contract with RATIO Architects, Inc and BFW Engineering, Inc of Paducah for master planning and design services for certain tract of land owned by the City of Paducah.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Doolittle  
Presentation By: Doolittle

ANTE  
\$ 34,000

## Background Information:

On the former Executive Inn site, there are approximately 6 acres of land along the Ohio Riverfront between the Shultz Park improvements and the improvements associated with the hotel. (see attached graphic). The Renaissance Area Master Plan (RAMP) conceptually proposed a mix of green space and low density private development. While we have all recognized that something needs to happen to the property, we have not decided what to do. During the FY 2015 budget session, the City Manager proposed an appropriation to be used for design to address the needs as well as make land use and transportation decisions for the property. PRDA approved a proposal solicitation document (attached) and Bacon, Farmer, Workman of Paducah, partnered with RATIO (They are a multi-discipline architecture, landscape and urban planning firm from Indiana) responded to that request. The designers will work with PRDA, the City Manager and staff to produce an implementable plan for the use of the property.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Services, Other  
Account Number 001-0301-518-2307\*

8/29/2014  
Finance

Staff Recommendation: Authorize Mayor to execute a contract with RATIO for planning and design services.

\* - \$30K 001-0301-518-2307, \$4K Admin. Cont.

Attachments:

- 1. PRDA proposal solicitation
- 2. RATIO/BFW Proposal.

		
Department Head	City Clerk	City Manager

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH RATIO ARCHITECTS, INC., AND BACON FARMER WORKMAN ENGINEERING & TESTING, INC., FOR MASTER PLANNING AND DESIGN SERVICES FOR A CERTAIN TRACT OF LAND ALONG THE RIVERFRONT OWNED BY THE CITY OF PADUCAH, KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves an Agreement with RATIO Architects, Inc. and Bacon Farmer Workman Engineering & Testing, Inc., for master planning and design services for approximately 6 acres of land along the Ohio Riverfront between the Schultz Park improvements and the boundary of the proposed downtown hotel in an amount not to exceed \$34,000 and authorizes the Mayor to execute an agreement for same.

SECTION 2. This expenditure shall be charged to account number 001-0301-518-2307.

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

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

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

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Introduced by the Board of Commissioners, September 2, 2014  
Adopted by the Board of Commissioners, September 16, 2014  
Recorded by Tammara S. Sanderson, City Clerk, September 16, 2014  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\downtown dev\agree-planning & design services - land - riverfront

## Scoping the Small Area Plan

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### Background:

Paducah, KY is situated on the southern bank of the Ohio River in far Western Kentucky at the confluence of the Tennessee River in McCracken County. Paducah is the largest city in both the county and the surrounding 15-county region. The Paducah market has established itself as the cultural, economic, medical, retail, and hospitality center for the population base of well over 250,000 people in Western Kentucky, Southern Illinois, Northwest Tennessee, and Southwest Missouri. Being the most significant in-land water port in the US, Paducah is home to 18 towing company operators, making it the hub of the inland waterway system. Paducah's population is 25,048 and the total McCracken County population is 65,549.

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The City of Paducah and its downtown development agency, the *Paducah Riverfront Development Authority* (PRDA) has been tasked with generating a design solution for a small section on the northside of the downtown area in Paducah. While the area in question is a modest size, being six-square blocks, it plays a critically important part in redeveloping and strengthening the urban fabric of Paducah.

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former hotel site. Consequently, since a number of issues remain unresolved, we have not decided how to blend the new park investment into the balance of the property; and 2) we want people at the new hotel to circulate easily by car or foot to the interior portions of the downtown. We know the best way to accomplish this is by promoting development that is attractive and interesting; we need assistance in determine what and how that may be done.

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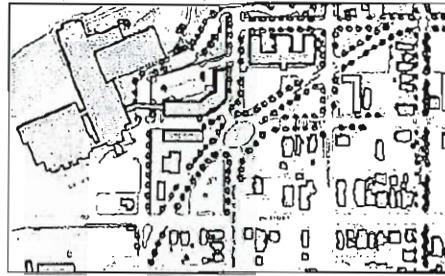


2014 Current Conditions – Hotel Razed and Park Started

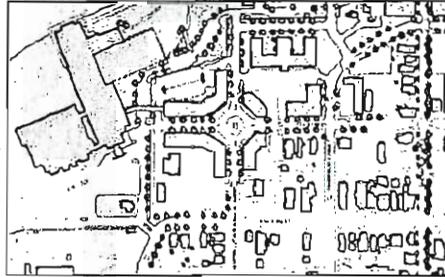


Roundabout Example

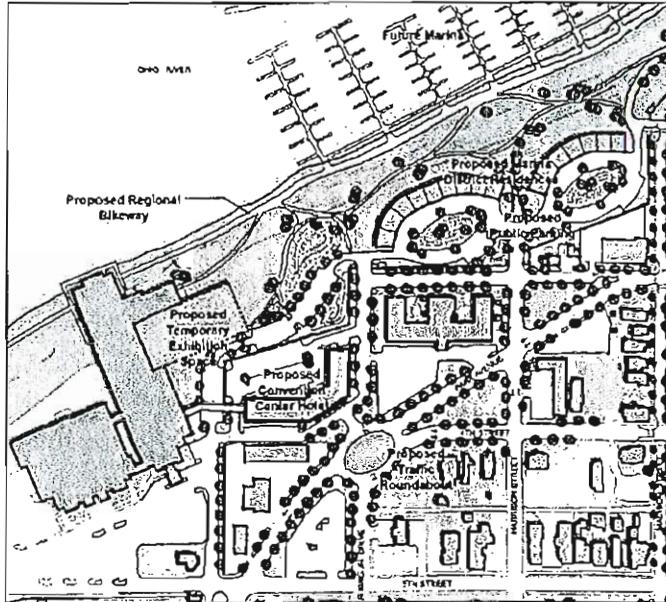
Executive Inn Roundabout



Alternative 1



Alternative 2



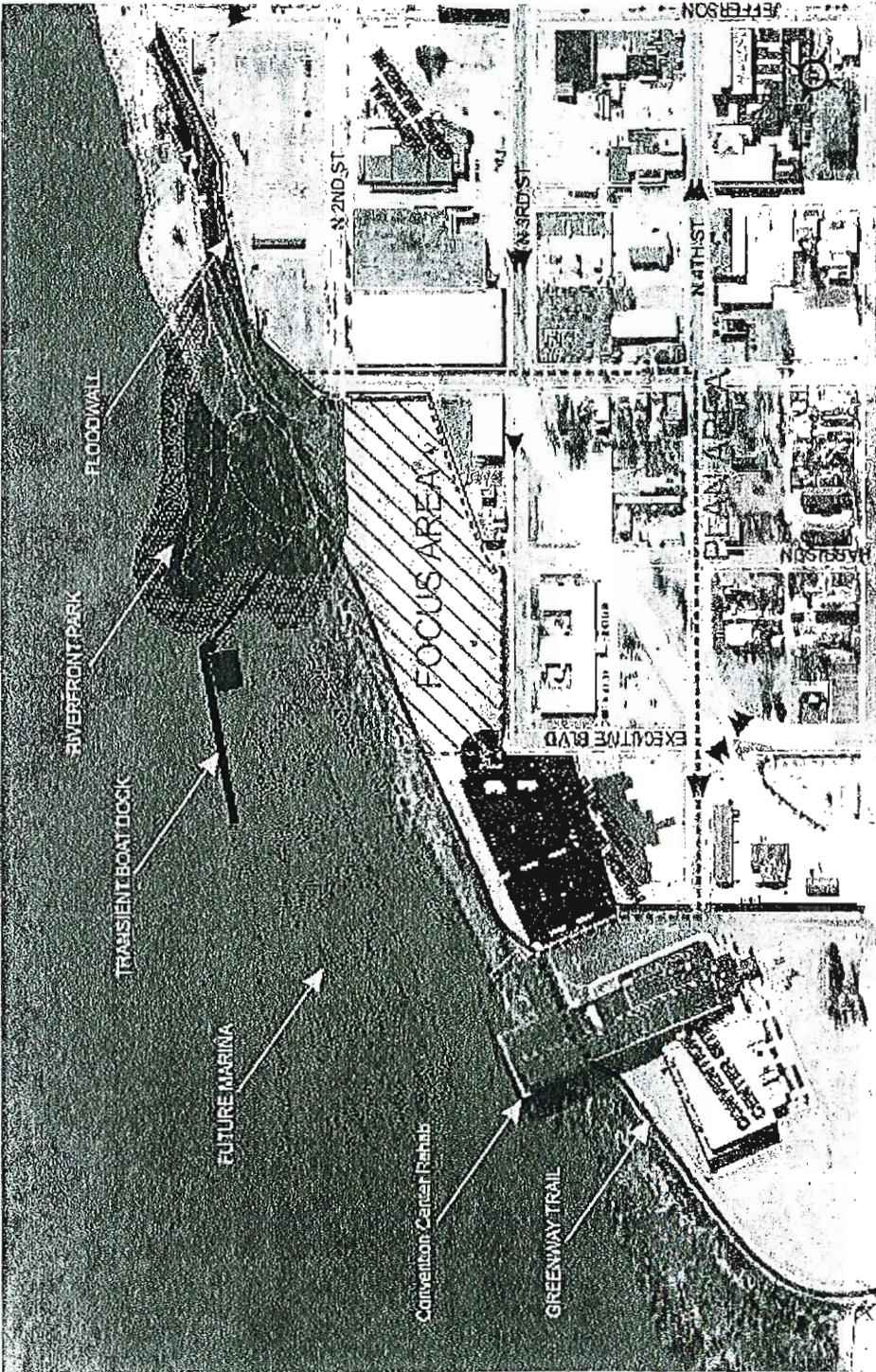
Executive Inn Site Residential

## Plan Process

### Plan Outcomes

We desire a relatively brief report with written descriptions and drawings, along with cost estimates for implementation.

1. Identify opportunities primarily inside the plan area.
2. Determine land uses, features, appropriate densities and relative locations in the focus area.
3. Development Regulations -- Examine regulations, e.g., zoning, flood plain. And determine feasibility of desired outcomes
4. Transportation – Plan new pedestrian, vehicular and parking network through the former Executive Inn Property. We want typical schematic cross sections developed.
5. Utilities - Examine the existing records for existing water, sanitary, storm, electric and gas with regard to capacity, condition and projected loads.
6. Community Facilities – Should the Park simply be expanded into this area?
7. Identify property for acquisition – There may be tracts of land not currently owned by the City of Paducah that should be acquired if there is some strategic purpose.





## RATIO

Architecture Preservation Interior Design Landscape Architecture Urban Design + Planning Graphic Design

August 26, 2014

Mr. Jeff Pederson  
City Manager  
City of Paducah  
300 S. 5<sup>th</sup> Street  
Paducah, KY 42003

Re: Riverfront Small Area Master Plan

Dear Jeff,

Thank you again for the opportunity to submit a proposal for master planning services related to redevelopment opportunities between the new park and hotel on the riverfront in downtown Paducah. I very much enjoyed the time we spent together on July 7<sup>th</sup>, and hope that this initial project is the first of many ways that RATIO will be able to serve the community for years to come. As requested, the following represents the proposed scope and associated compensation for a RATIO/Bacon Farmer Workman planning team.

### PROJECT SCOPE

The project consists of a master plan for redevelopment of an approximately 6 square block area located on the riverfront in Paducah, Kentucky. The site is key in that it exists between a planned 120 room Hilton Garden Inn and a new \$12M park. The City's recent Renaissance Area Master Plan (RAMP) made a number of recommendations for this area. These include green space along the riverfront, medium density residential, and the relocation of a temporary inflatable dome currently used for the annual quilt show (the quilt show is a major annual cultural and economic driver for the City and part of the overall mission of the National Quilt Museum located nearby). The goals of the master plan include (1) blending the new park into the study area, (2) facilitating pedestrian and vehicular traffic from the riverfront to the downtown core (and back), (3) accommodating and extending the City's proposed regional bikeway, and (4) formally deciding on appropriate uses in order to craft an implementable plan. The ultimate goal is to offer the property for private development, with the products of the planning process being included in a develop RFP.

### DESIGN SERVICES

Subject to further discussion and collaboration with you, RATIO and Bacon Farmer Workman have developed the following approach to the project. The details of the approach follows:

## PHASE 1: INVESTIGATION

During the Investigation Phase, the RATIO team will initiate the Project and gather existing site information that will inform the design process. Specifically, the RATIO/BFW team will:

- 1.1 Conduct a SITE INVENTORY AND ANALYSIS using available mapping information from Paducah. The purpose of the site inventory and analysis is to:
  - a. Define Project limits
  - b. Identify areas of coordination and/or permitting required with agencies and utilities
  - c. Review and understand environmental, cultural, historical, and social resources and how these resources could inspire the master plan.
  - d. Conduct inventory and analysis of existing reports, plans, studies, data and related documents impacting the study area.
  - e. Review soil characteristics, grading and drainage of the study area.
  - f. Review accessibility issues
  - g. Compile photographic inventory of project site
  - h. Identify the need for additional site survey efforts, if applicable
  - i. Review and document shoreline improvement best practices

Deliverables: Graphic and written documentation of the inventory and analysis in a report form, to be included in the final document.

## PHASE 2: COLLABORATION

During the Collaboration Phase, the RATIO team will use the information gathered during Phase I to develop initial concepts for the study area. Simply put; during this Phase, we marry our creativity and experience with the real needs and aspirations of the community of Paducah. To that end, we propose to:

- 2.1 Conduct a site visit and Stakeholder Interview Session. The interview sessions will include, at a minimum, the following stakeholders:
  1. Mayor Kaler
  2. City Manager
  3. City Engineering

4. City Planning
5. Paducah Riverfront Development Authority (PRDA) Leadership

## 2.2 Mini Workshop

Following the morning site visit and the stakeholder interviews, the RATIO/BFW team will conduct a mini workshop in Paducah. The goal of the workshop will be to develop 2-3 conceptual approaches that can be shared with Paducah leadership for review and comment before the design team departs. We envision the meeting with the City occurring the morning following the team's workshop session. The goal of the meeting will be to identify the preferred development scenario and determine what refinements the team needs to pursue in the next task.

Deliverables: The RATIO team shall document the input gathered and provide it in a report form. The report will include written information as well as graphic, depending on how the input can best be communicated.

## 2.3 Plan Refinement

Following the workshop, the RATIO team will meet internally and will refine the preferred concept plan. Additional tasks during this phase will include:

- a. Identification of phasing/interim and or transitional use scenarios
- b. Development of cost estimates
- c. Advancement of character-defining elements like signage, architectural elements, and landscape character (both hardscape and softscape concepts).

## 2.4 Present the refined concept plan to Paducah leadership in Indianapolis. The purpose of the meeting is to:

- a. Show how the input gathered at the workshop has been incorporated into the design.
- b. Review phasing scenarios.
- b. Review proposed probable costs
- c. Review character defining elements
- d. Identify any missing pieces that would need to be part of a develop RFP

Deliverables: Illustrative plans, sections and illustrations as needed to convey design intent. The RATIO team shall prepare and distribute minutes of the meeting and post the graphic and written information to CommunityCollaborate.com.

### PHASE 3: DOCUMENTATION

During the Documentation Phase, the RATIO team will consolidate the input, finalize aspects of the plan requiring further refinement, and compose the information graphically in a bound 8 ½ x 11 report. Specifically, the RATIO team will:

3.1 Revise the preferred plan as needed based on input from the leadership team meeting in Indianapolis and document the process in a preliminary **master plan document**. This document will include:

- a. A brief description of the planning and review process.
- b. Documentation of steering committee input.
- c. Documentation of regulations, ecological, cultural, environmental, historic, social, economic land use and geologic features and conditions.
- d. Documentation of existing utility information for storm, sanitary, water, electric and gas, and a review the existing condition of these utilities. Team will review the capacity of the existing utility infrastructure to manage the proposed development.
- e. Documentation of land uses, features, appropriate densities and locations of primary program elements.
- f. Documentation of interim and or transitional use scenarios
- g. Proposed pedestrian and vehicular circulation systems and diagrammatic cross sections.

Deliverables: the final deliverables consist of ten (10) bound copies of the **master plan document**, three (3) 24"x36" boards, and a digital version of the document in pdf format.

The final products will be complete to a concept design level, and will be suitable for inclusion in a developer RFP.

### ASSUMPTIONS AND CLARIFICATIONS

- Topographic survey services are not included in the scope. The team assumes that all existing condition base information will be provided by the City of Paducah.
- The proposed changes to vehicular circulation will not be informed by detailed traffic studies, analysis or formal transportation planning. The design team can provide additional transportation planning services in the event that the City wishes to more thoroughly understand the ramifications of any proposed changes.

- Architectural design services will be limited to general character and massing studies typical of master planning efforts. The design team can provide additional architectural design services in the event that the City wishes to more thoroughly develop any of the conceptual ideas predicted in the master plan.

**DESIGN TEAM**

RATIO proposes the following design team for the Project:

RATIO	Urban Design, Planning and Economic Development
Bacon, Farmer, Workman	Civil engineering and transportation consulting

**SCHEDULE**

Subject to further discussion with City of Paducah leadership, we offer the following preliminary schedule:

**PRELIMINARY SCHEDULE:**

Phase I INVESTIGATION	September 1 – September 19
Phase II COLLABORATION	
Site Visit/Workshop	September 25th – 26th
Design Refinement	September 29 <sup>th</sup> – October 10th
Meeting in Indianapolis	October 15th
Phase III DOCUMENTATION	October 20th – November 7th

**COMPENSATION**

In consideration of the Project Scope, Design Services, and Schedule we propose to provide these services for a lump sum fee of Thirty-Two Thousand Dollars (\$32,000), not including reimbursable expenses. The fee breaks down as follows:

Basic Services:  
RATIO ..... \$28,000  
Bacon, Farmer, Workman..... \$4,000  
Basic Services Total..... \$32,000, not including

**REIMBURSABLE EXPENSES**

Expenses attributable to your project will be invoiced as a Reimbursable Expense at 1.10 times the item's expense. Expenses may include:

- A. Drawing Reproduction/Photographic Reproduction
- B. Copying
- C. Supplies

Mr. Jeff Pederson

Page 6

August 26, 2014

- D. Mailing/Express Mail
- E. Mileage/Lodging/Meals/Auto Rental/Travel per Diem
- F. Renderings
- G. Agency reviews and fees
- H. Other, approved, miscellaneous expenses

We estimate reimbursable expenses will not exceed Two Thousand Dollars (\$2,000.00). We will only invoice for expenses incurred in the interest of the project and will provide back-up receipts with our invoicing as required. Any monies remaining within this estimate at the completion of the project will revert back to the client in full.

### **ADDITIONAL SERVICES**

Any additional services beyond the identified Design Services, which you may request, will be invoiced at the hourly rate of the personnel assigned to the task.

Firm Titles	2014 Hourly Rates (Subject to annual adjustment)
1. Principal 1	\$235.00
2. Principal 2	\$210.00
3. Associate Principal 1	\$200.00
4. Associate Principal 2	\$175.00
4. Senior Associate	\$160.00
5. Associate	\$150.00
6. Senior Professional	\$140.00
7. Professional	\$115.00
8. Graduate Professional	\$ 100.00
9. Intern	\$ 75.00
10. Administrative	\$ 75.00

If an additional service is requested, we will prepare a written proposal, identifying our services and compensation, for your review and approval prior to initiating the requested services.

### **PAYMENT SCHEDULE**

Invoices will be sent monthly and shall be in proportion to services performed. Payment is due upon receipt. Amounts unpaid thirty (30) days after being received will bear interest at one and one half percent (1 1/2%) per month accrued.

### **INSURANCE**

In consideration of the Project Scope, Design Services and Compensation, RATIO Architects will maintain insurance coverage for this project with the following limits:

General Liability

\$1,000,000 each Occurrence Limit, \$2,000,000 Aggregate

Automobile Liability

Mr. Jeff Pederson

Page 7

August 26, 2014

\$1,000,000 CSL each accident, \$1,000,000 for Hired and Non-Owned Liability  
Worker's Compensation

\$500,000 each Accident, \$500,000 Disease Policy Limit  
Professional Liability  
\$5,000,000 per Claim, \$5,000,000 Aggregate

**ABANDONMENT**

If the project is abandoned, in part or in whole, payment on account of the services performed will be made upon presentation of a final accounting of services rendered and expenses incurred since the last paid invoice to the date of such action.

Please review this proposal and if all is in order, return an executed original for our file. If you have any questions, do not hesitate to contact me directly. Thank you for considering RATIO Architects for your interesting project.

Sincerely,



John D. Jackson, ASLA, LEED AP  
Principal | Director of Landscape Architecture and Urban Design

cc: Mark Workman  
attachments: City of Paducah Small Area Plan Scoping Document

**AUTHORIZATION TO PROCEED:**

---

Designated Representative \_\_\_\_\_ Date \_\_\_\_\_  
City of Paducah

## Scoping the Small Area Plan

---

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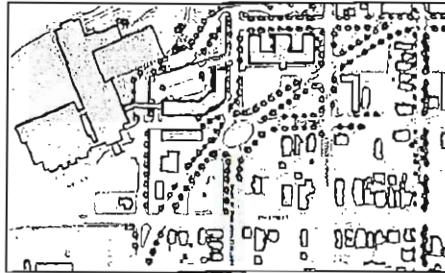


2014 Current Conditions – Hotel Razed and Park Started



Roundabout Example

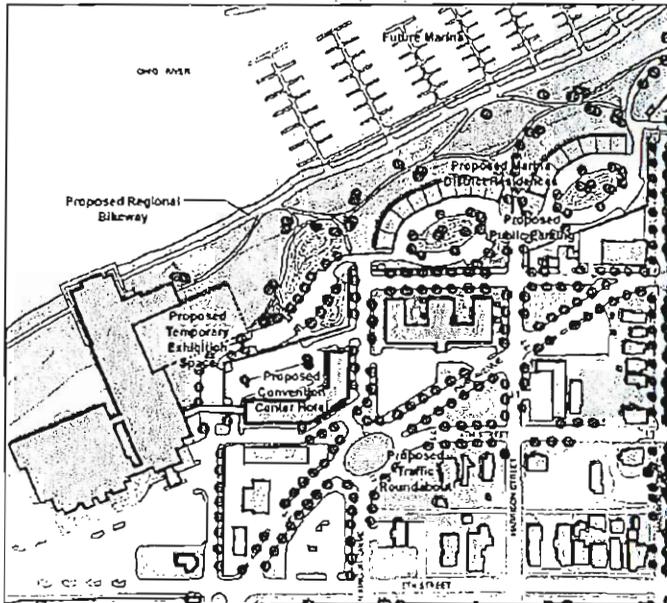
Executive Inn Roundabout



Alternative 1



Alternative 2



Executive Inn Site Residential

## Plan Process

### Plan Outcomes

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