

**CITY COMMISSION MEETING**  
**AGENDA FOR MAY 12, 2015**  
**5:30 P.M.**  
**CITY HALL COMMISSION CHAMBERS**  
**300 SOUTH FIFTH STREET**

**ROLL CALL**

**INVOCATION--**

**PLEDGE OF ALLEGIANCE—Brante Green, PTHS Senior**

**ADDITIONS/DELETIONS**

**PROCLAMATIONS**

- **Building Safety Month – Fire Marshal Cherry**
- **Travel & Tourism Week – Fowler Black, Paducah-McCracken County Convention & Visitors Bureau**

**PRESENTATION**

- **City Hall – Growth, Inc.**

	<b>I.</b>	<b><u>MINUTES</u></b>
	<b>II.</b>	<b><u>APPOINTMENTS</u></b>
		A. Civic Beautification
		B. Paducah-McCracken County Urban Renewal & Community Development Agency
	<b>III.</b>	<b><u>MOTION</u></b>
		A. R & F Documents
	<b>IV.</b>	<b><u>MUNICIPAL ORDER</u></b>
		A. Personnel Actions
		B. Port Security Grant Application – <b>POLICE CHIEF BARNHILL</b>
	<b>V.</b>	<b><u>ORDINANCE – ADOPTION</u></b>
		A. Intent to Annex 2675, 2665, 2655 & 2645 Holt Road – <b>S. ERVIN</b>
	<b>VI.</b>	<b><u>ORDINANCES – INTRODUCTION</u></b>
		A. Approve and Authorize Execution of Agreement with Kentucky Transportation Cabinet for the Riverfront Redevelopment Project Phase 1-B – <b>R. MURPHY</b>

		B. Construction Contract for Olivet Church Road Improvement Project – <b>R. MURPHY</b>
		C. Purchase Front Loading Refuse Truck – <b>R. MURPHY</b>
		D. Purchase Sidearm Loading Refuse Truck – <b>R. MURPHY</b>
		E. Authorize Payment to AES Environmental Services, LLC for Disposal of Waste for Spring Clean-up Day – <b>R. MURPHY</b>
	<b>VII.</b>	<b><u>CITY MANAGER REPORT</u></b>
	<b>VIII.</b>	<b><u>MAYOR &amp; COMMISSIONER COMMENTS</u></b>
	<b>IX.</b>	<b><u>PUBLIC COMMENTS</u></b>
	<b>X.</b>	<b><u>EXECUTIVE SESSION</u></b>

APRIL 28, 2015

At a Called Meeting of the Board of Commissioners, held on Tuesday, April 28, 2015, at 4:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

**INVOCATION**

Rev. Kamal Maddala, Missionary to India, gave the invocation.

**PLEDGE OF ALLEGIANCE**

Carter Vaughn, Paducah Tilghman High School Senior, led the pledge.

**MOTION**

**R & F CALLED MEETING NOTICES**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Notice of Called Meeting for Tuesday, April 28, 2015, be received and filed.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5).

**SUSPEND ORDER OF BUSINESS**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the rules for conducting City Commission Meetings be suspended insofar as they are in conflict with the printed agenda for this meeting; otherwise the rules are to remain in full force and effect.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5).

**EX. SESSION**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board go into closed session for discussion of matters pertaining to the following topics:

- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g).

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5).

**RECONVENE OPEN SESSION**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board reconvene in open session.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5).

**PRESENTATIONS**

**DOGWOOD TRAIL AWARDS**

Paducah Civic Beautification Board members Dabney Haugh and Mary Lynn Thompson announced this year's winners for the Dogwood Trail awards.

On Trail Winners:

Cheryl Pierce – 200 Cardinal Lane  
Winston Barnard – 4405 Buckner  
Steve and Kaye Keiler – 685 Whitney  
Carl and Polly LeBuhn – 644 Woodland Drive  
Denny Roof and Amy Troyer – 226 Wallace Lane  
Jessiann McCarthy – 422 N 36<sup>th</sup> Street  
Dr. and Mrs. J. Patrick Ward – 2723 Jefferson  
Lisa Massie – 1919 Jefferson  
Doug and Linda Painter – 2414 Jefferson

Off Trail Winners:

Joyce Goodman – 205 Forest Circle  
Mason and Valerie DeJarnett – 3501 Savoy Circle  
Jason and Heather Coltharp – 231 Fountain Avenue

Church Award:  
First Baptist Church – 2890 Broadway

**DOGWOOD TRAIL ART & PHOTOGRAPHY CONTEST AWARDS**

Paducah Civic Beautification Board member Rita McKeel announced the following winners.

Fine Art Category:

- First Place – Jenny Fuller
- Second Place – Elizabeth R. Kelly
- Third Place – Ellen Hunt

Photography Category:

- First Place – Basil Drossos
- Second Place – Phyllis Russell
- Third Place – Kathy McHaney

**MINUTES**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the reading of the Minutes for the April 14, 2015 and April 21, 2015 City Commission meetings be waived and that the Minutes of said meetings prepared by the City Clerk be approved as written.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5).

**MOTION**

**R & F DOCUMENTS**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the following documents and bids be received and filed:

1. Contracts/Agreements:
  - a. Contract for Services with Greater Paducah Sustainability Project, Inc. (Executed by CM)
  - b. Interlocal Cooperation Agreement with the City of Murray, Kentucky for administration of a coordinated investigations program for the Paducah Police Department and Murray Police Department (ORD 2014-12-8205)
  - c. Agreement with the Kentucky Transportation Cabinet for Federal Funding of the Greenway Trail Phase 4 Project (ORD 2015-03-8221)
  - d. Contract with Alert Alarm Systems for purchase and installation of a surveillance system for the Paducah Police Department (ORD 2015-03-8228)
  - e. Agreement with Central Paving Company for 2015-2016 Equipment Rental (ORD 2015-03-8222)
  - f. Agreement with Jim Smith Contracting, LLC for the 2015-2016 Resurfacing Program (ORD 2015-03-8223)
  - g. Agreement with Pine Bluff Sand and Gravel Company for 2015-2016 Limestone (ORD 2015-03-8224)
2. Statement of Compliance with National Bridge Inspection Standards, Bridge Posting Requirements for Paducah, Kentucky (MO 1798)

**BIDS FOR ENGINEERING-PUBLIC WORKS DEPARTMENT**

**2015-2016 Concrete Program: Removal and Replacement**

1. Harper Construction, LLC \*
2. Wilkins Construction Co., Inc.

\* Denotes Recommended Bid

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5).

**MUNICIPAL ORDERS**

**PERSONNEL ACTIONS**

Commissioner Gault offered motion, seconded by Commissioner Wilson, that 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.

(SEE MUNICIPAL ORDER BOOK)

Adopted on call of the roll, yeas. Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5).

**2015 US BULLETPROOF VEST PARTNERSHIP GRANT APPLICATION**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH PLANNING DEPARTMENT TO APPLY FOR A 2015 U.S. BULLETPROOF VEST PARTNERSHIP GRANT IN AN AMOUNT NOT TO EXCEED \$13,000 THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR USE BY THE POLICE DEPARTMENT." be adopted.

Adopted on call of the roll, yeas. Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5). M.O.#1836: BK 9

**CENTER POINT RECOVERY CENTER – 2015 COMMUNITY DEVELOPMENT BLOCK GRANT**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2015 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$250,000 FROM THE OFFICE OF THE GOVERNOR'S DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS RECOVERY CENTER POINT PROJECT." be adopted.

Adopted on call of the roll, yeas. Commissioners Abraham, Gault, Rhodes, Wilson, and Mayor Kaler (5). M.O.#1837: BK 9

**ORDINANCES – INTRODUCTION**

**APPROVE CONTRACT FOR THE 2015-2016 CONCRETE PROGRAM**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE ACCEPTING THE BID FOR THE CITY OF PADUCAH'S CALENDAR YEARS 2015 AND 2016 CONCRETE PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This ordinance is summarized as follows: That the City of Paducah accepts the bid of Harper Construction, LLC, for the calendar years 2015 and 2016 concrete program, at the unit prices and hourly rates listed below, and authorizes the Mayor to execute a contract for same. The contract has a one-year renewal option, ending December 31, 2017, upon mutual agreement by the City and Harper Construction. The prices are as follows:

**CONCRETE REMOVAL AND REPLACEMENT**

ITEM NO	a. DESCRIPTION		UNIT BID PRICE
1	Curb & Gutter (Remove & Construct)	L.F.	\$40.40
2	Curb & gutter (Adjacent to Roadside Edge)	L.F.	\$22.25
3	Curb & Gutter (New Construction)	L.F.	\$23.82
4	Concrete Sidewalk (Remove & Construct)	S.Y.	\$59.70
5	Concrete Sidewalk (New Construction)	S.Y.	\$45.37
6	Concrete Handicap Ramp	S.Y.	\$65.00
7	Concrete Entrance Pavement – 6" (Residential)	S.Y.	\$64.92
8	Concrete Entrance Pavement – 8" (Commercial)	S.Y.	\$69.85
9	Concrete Entrance Pavement – 6" M-Mix	S.Y.	\$78.37
10	Concrete Entrance Pavement - 8" M-Mix	S.Y.	\$82.90
11	Granite Curb Reset with new Concrete Gutter	L.F.	\$47.14
12	Gutter Replacement – Granite Curb in Place	L.F.	\$39.00
13	Concrete Barrier Median	S.Y.	\$75.00
14	Concrete Header Curb – 12"	L.F.	\$28.20

15	Concrete Header Curb – 18"	L.F.	\$36.00
16	Non-Reinforced Concrete 8"	S.Y.	\$64.10
17	Inlet Repair (Existing)	Each	\$810.00
18	Reinforced Concrete New Construction –Class A	C.Y.	\$1,100.00
19	Deep Saw Cut	L.F.	\$6.00
20	Perforated Pipe – 4"	L.F.	\$16.00

EXCAVATION RATES

ITEM NO	DESCRIPTION	UNIT	UNIT BID PRICE
1	Trackhoe	HR	\$118.50
2	Backhoe	HR	\$95.00
3	Compactor/Roller	HR	\$79.00
4	Dump Truck	HR	\$92.00
5	Backhoe with Breaker	HR	\$100.00
6	Small Dozer	HR	\$120.00
7	Laborer	HR	\$58.50

**AUTHORIZE SUBLEASE OF CITY PROPERTY BETWEEN SEAMEN'S CHURCH AND AMERICAN BUREAU OF SHIPPING**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE SUBLEASE OF CITY OF PADUCAH PROPERTY BETWEEN SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC. AND AMERICAN BUREAU OF SHIPPING, A NEW YORK NOT-FOR-PROFIT CORPORATION." This ordinance is summarized as follows: This Ordinance authorizes the City of Paducah, Kentucky (the "City") to approve and consent to a Sublease ("Sublease") between Seamen's Church Institute of New York and New Jersey, Inc., ("SCI"), and American Bureau of Shipping, a New York not-for-profit corporation ("ABS"). Pursuant to the Sublease ABS shall lease office space from SCI. The Ordinance approves the form of the Sublease presented to the Board of Commissioners of the City.

**CITY MANAGER REPORT**

**OLIVET CHURCH ROAD IMPROVEMENT PROJECT UPDATE**

The Engineering-Public Works Department received bids for the construction phase of the Olivet Church Road Improvement project on Friday, April 24, 2015. Bids were \$1.4M in excess of the \$6.2M allocated from the Kentucky Department of Transportation. Both bids received were rejected and the City will now enter into competitive negotiations with the bidders.

**RIVERFRONT REDEVELOPMENT PROJECT**

City Engineer-Public Works Director Rick Murphy informed the Paducah Board of Commissioners that the Kentucky Transportation Cabinet contacted him today to let him know that the Riverfront Redevelopment Project has been approved. The City can move forward with the advertising for bids for the next phase of the project.

**MAYOR & COMMISSIONER COMMENTS**

None were given.

Upon motion the meeting adjourned.

**ADOPTED:** May 12, 2015

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

MAY 12, 2015

WHEREAS, subject to the approval of the Board of Commissioners, I hereby appoint Jill Jones and Monica Feiler to the Civic Beautification Board to replace Alberta Davis and Anita Stamper. These terms will expire July 1, 2018 and July 1, 2019, respectively.

May 12, 2015

WHEREAS, subject to the approval of the Board of Commissioners, I hereby appoint Calvin Shanks as a member to the Paducah-McCracken County Urban Renewal and Community Development Agency to fill the unexpired term of Burford Wilson who has resigned. This term will expire February 23, 2016.

I move that the following documents and bids be received and filed:

**DOCUMENTS**

1. Certificate of Liability Insurance for Linwood Chrysler Dodge Hyundai/Lindwood Motors
2. Commissioner's Deeds:
  - a. 626 S. 12<sup>th</sup> Street
  - b. 634 South 12<sup>th</sup> Street
  - c. 1115 Ohio Street
  - d. 2315 Powell Street
  - e. 1320 Oscar Cross Avenue
  - f. 1016 South 5<sup>th</sup> Street
3. Contracts/Agreements:
  - a. Purchase Agreement with Katherine Anderson Knotts for 717 Harrison Street (ORD 2014-10-8195)
  - b. Sublease between Seamen's Church Institute of New York and American Bureau of Shipping for real property located at the northwest intersection of Kentucky Avenue and South Water Street (ORD 2015-05-8236)
  - c. Agreement with Linwood Motors for a one-half ton pick-up truck for use by the Fire Department (ORD 2015-02-8215)
  - d. Contract for Services with the Paducah-McCracken County Convention & Visitors Bureau for marketing and promoting for the 2015 American Quilters Society Show (ORD 2015-04-8234)
4. 2-Year Commercial Guaranty Loan Instrument with Regions Bank for a loan re-issued to the Greater Paducah Economic Development Council (GPEDC) for the construction of the Information Age Park (ORD 2015-03-8225)
5. Paducah Water Works Financial Highlights for March 31, 2015

**BIDS FOR ENGINEERING-PUBLIC WORKS DEPARTMENT**

**2015 Front Loader**

1. McBride Mack\*
2. Stringfellow

**2015 Side Arm Refuse Truck**

1. McBride Mack \*
2. Stringfellow

**Olivet Church Road Improvement Project Competitive Negotiation Proposals**

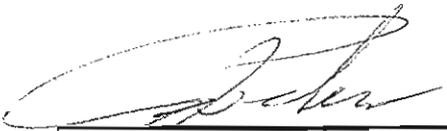
1. Jim Smith Contracting Co., LLC\*
2. Harold Coffey Construction Co., Inc

\* Denotes Recommended Bid

CITY OF PADUCAH  
May 12, 2015

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



City Manager's Signature

May 8, 2015

Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
May 12, 2015**

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Adams, Tanner L	Lifeguard	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Brown, Hunter N	Lifeguard	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Clark, Neal P	Lifeguard	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Cook, Jacob T	Lifeguard	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Grewelle, Courtney R	Pool Manager	\$10.00/Hr	NCS	Non-Ex	May 8, 2015
Hack, Katelyn F	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 14, 2015
Jez, Elise N	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 14, 2015
Key, Kolbee A	Lifeguard	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Krone, Matthew D	Lifeguard	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Reinhardt, Victoria	Recreation Leader	\$8.00/Hr	NCS	Non-Ex	May 28, 2015
Shannon, Mack	Lifeguard	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Vega, Sergio	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 14, 2015
Waltmon, Mykala G	Pool Attendant	\$7.50/Hr	NCS	Non-Ex	May 14, 2015
Young, Dana M	Lifeguard	\$8.00/Hr	NCS	Non-Ex	May 14, 2015
Byrd, Jesse P	Recreation Leader*	\$11.00/Hr	NCS	Non-Ex	April 24, 2015

\*on Personnel Actions dated 04-28-15, Mr. Byrd was hired as a Sports Official (\$20/Game); Additionally, he will work at the City Rec Center.

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Ivory, Donald	Painter**	\$15.00/Hr	NCS	Non-Ex	May 18, 2015
Ivory, Oreese	Painter**	\$15.00/Hr	NCS	Non-Ex	May 18, 2015

\*\*Donald and Oreese are being hired, through Parks, to complete the Train Painting Project. Budget has a maximum # of hours to be paid.

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Burgett, James C	Recreation Leader	Resignation	April 9, 2015
Hollowell, Isaac L	Sports Official	Termination	May 5, 2015

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>POLICE - OPERATIONS</u>	<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>
Crowell, Justin P	Detective \$24.78/Hr	Sergeant / Operations \$25.07/Hr	NCS	Non-Ex	May 14, 2015
Hayes, Joseph A	Sergeant / Support Services \$27.03/Hr	Captain / Operations \$29.56/Hr	NCS	Ex	May 14, 2015

TERMINATIONS - FULL-TIME (F/T)

<u>EPW - STREET</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Peterson, Chad S	ROW Maintenance Person	Termination	April 30, 2015

# Agenda Action Form Paducah City Commission

Meeting Date: 12 May 2015

**Short Title:** U.S. Department of Homeland Security/FEMA – 2015 Port Security Grant Program

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Brandon Barnhill, Stacey Grimes, Sheryl Chino

Presentation By: Brandon Barnhill

**Background Information:** The FY2015 Port Security Grant Program (PSGP) directly supports maritime transportation infrastructure security activities. PSGP is one tool in the comprehensive set of measures authorized by Congress and implemented by the U.S. Department of Homeland Security to strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks. The City of Paducah was awarded funding through this program in 2009 and in 2013 for security camera installation at the new boat ramp.

The Paducah Police Department is proposing to apply to the PSGP program for a portable surveillance/camera system to aid in providing security of the floodwall and downtown infrastructure. The total estimated cost is \$48,900. This program requires a 25-percent match. The City will apply for \$36,675 from the Port Security Grant Program. \$12,225 in matching funds is required and, if funded, will be allocated from the police department's FY16 budget.

If an award is offered, it will be brought before the Commission for consideration.

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

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

Finance

**Staff Recommendation:** Authorize and direct the Mayor to sign all required grant application documents and authorize the submittal of the grant application through Grants.gov and the ND grants web portal.

**Attachments:** None

  
Department Head

City Clerk

City Manager

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE U. S. DEPARTMENT OF HOMELAND SECURITY FOR A 2015 PORT SECURITY GRANT IN THE AMOUNT OF \$36,675, FOR THE RIVERFRONT VIDEO SECURITY PROJECT PHASE II

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 through the U. S. Department of Homeland Security for a 2015 Port Security Grant in the amount of \$36,675, for the Riverfront Video Security Project Phase II for a portable surveillance/camera system to aid in providing security of the floodwall and downtown infrastructure. Local cash match of \$12,225 will be allocated from the Police Department's FY2016 budget.

SECTION 2. 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, May 12, 2015  
Recorded by Tammara S. Sanderson, City Clerk, May 12, 2015  
\\mo\grants\homeland security-riverfront video ph ii 2015

PA

# Agenda Action Form

## Paducah City Commission

Meeting Date: May 5, 2015

Short Title: Annexation of property owned by OJ Real Estate, LLC

Ordinance  Emergency  Municipal Order  Resolution

Staff Work By: Stephen Ervin

Presentation By: Stephen Ervin

### Background Information:



The intent of this agenda item is to adopt an intent to annex ordinance for property located at 2675, 2665, 2655 & 2645 Holt Road. This is a consensual annexation. The property owner (OJ Real Estate LLC) has requested the annexation. The property is contiguous to the City limits of Paducah. The property is currently vacant. After the intent to annex ordinance is approved, a public hearing will be held with the

Planning Commission to assign zoning. An annexation ordinance and zone change ordinance will be introduced by the City Commission on May 26th.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available:      Account Name:  
   Account Number:

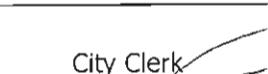
Finance

### Staff Recommendation:

Approve intent to annex ordinance

### Attachments:

Annexation Plat  
Request for Annexation Letter

 Department Head	 City Clerk	 City Manager
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# Agenda Action Form

## Paducah City Commission

Meeting Date: May 12, 2015

Short Title: Agreement with the Commonwealth of Kentucky, Transportation Cabinet for administration of FHWA Federal Funds in the amount of \$3,920,000 to be allocated toward the Riverfront Improvement Project Phase 1-B

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:

The Federal Highway Administration (FHWA) has authorized the allocation of federal funds in the amount of \$3,920,000 to be utilized by the City of Paducah for the "Paducah Waterfront Development," aka "Riverfront Redevelopment Project Phase 1-B." The FHWA federal funds allocated will be administered by the Commonwealth of Kentucky, Transportation Cabinet (KYTC) as defined in the attached Agreement. The Agreement stipulates that the City will be reimbursed by the KYTC after the work has been completed in accordance with all FHWA and KYTC regulations, policies and procedures.

On April 28, 2015, the KYTC issued official approval to the City for the submitted LPA Project documents, along with authorization to advertise. The Project was advertised on May 3, 2015 with bid proposals to be received on May 27, 2015.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

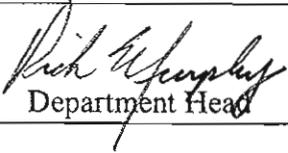
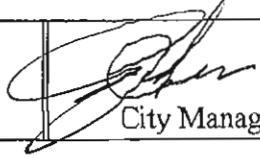
Funds Available: Account Name: RF 1-B FHWA  
Project Number: 040-3315-532-2307  
Account Number: DT0020

5/12/2015  
Finance

### Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute the attached agreement entitled: "Agreement between the Commonwealth of Kentucky, Transportation Cabinet - City of Paducah, Paducah Waterfront Development. 3015(027/PO2-625-1500004634, \$3,920,000," of which establishes the FHWA funding allocated toward the Riverfront Redevelopment Project, Phase 1-B.

Attachments: Agreement

 Department Head	City Clerk	 City Manager
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AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET AND THE CITY OF PADUCAH, KENTUCKY, FOR FEDERAL HIGHWAY ADMINISTRATION (FHWA) FUNDS TO BE ALLOCATED TOWARD THE RIVERFRONT IMPROVEMENT PROJECT PHASE 1-B AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves an Agreement with the Commonwealth of Kentucky, Transportation Cabinet for reimbursable FHWA funds in the amount of \$3,920,000 for the Riverfront Improvement Project Phase 1-B.

SECTION 2. The City hereby authorizes the Mayor to execute the agreement with the Commonwealth of Kentucky, Transportation Cabinet for FHWA funding for the Riverfront Improvement Project Phase 1-B approved in Section 1 above.

SECTION 3. Reimbursement FHWA funds from the Transportation Cabinet shall be deposited in the RF 1-B FHWA project account DT0020, account number 040-3315-532-2307.

SECTION 4. 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. 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, May 12, 2015  
Adopted by the Board of Commissioners, May \_\_\_\_\_, 2015  
Recorded by Tammara S. Sanderson, City Clerk, May \_\_\_\_\_, 2015  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\eng\agree-ky-riverfront phase 1-B

**AGREEMENT BETWEEN THE  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
CITY OF PADUCAH  
PADUCAH WATERFRONT DEVELOPMENT  
3015(027)/ PO2-625-1500004634  
\$3,920,000**

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the City of Paducah, hereinafter the "RECIPIENT".

**WITNESSETH:**

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved \$3,920,000 in federal funding for the Paducah Waterfront Development Project hereinafter the "PROJECT", known as Federal Project Number 3015-027 and the applicable Catalog of Federal Domestic Assistance number is 20.205-Highway Planning and Construction,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), and 23 Code of Federal Regulations (CFR),

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose in perpetuity, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT in perpetuity on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;]

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall be the PROJECT end date of December 31, 2018 unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT may request from the Administering Office a contract extension for a period of time.

Funding Out Provision. The CABINET 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 CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 3. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 4. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. The funding was approved as part of the Consolidated Appropriations Act, 2008- Division K, Title I, Section 129 Surface Transportation Projects, Public Law 110-161. The Federal share of the total cost of this AGREEMENT shall not exceed \$3,920,000 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to \$3,920,000 in Federal reimbursement funding available as authorized for eligible PROJECT costs and shall be responsible for any costs in excess of \$3,920,000 necessary for completion of the approved

Scope of Work and any authorized changes to the PROJECT. The PROJECT is 100% federally funded. The RECIPIENT is not required to provide any matching funds.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 5. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2 CFR 225-OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" or 2 CFR 230-OMB Circular A-122 "Cost Principles for Non-Profit Organizations" or 2 CFR 220-OMB Circular A-21 "Cost Principles for Educational Institutions."

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. Reimbursement by the CABINET shall not be provided to the RECIPIENT if any requirements listed within 23 CFR 123 are not met. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 33 and 36 hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 6. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts,

grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement in accordance with 49 CFR Part 18.42.

Section 7. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 8. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT and the RECIPIENT does not have the authority to acquire property by eminent domain, the applicability of the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act, 49 CFR Part 24 (as amended) shall be limited to the following requirements: (1) Prior to making an offer for the property, the property owner shall be advised in writing that should negotiations fail to result in an amicable agreement, the RECIPIENT will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the RECIPIENT believes to be

the fair market value of the property based upon a fair market value appraisal approved prior to any offer by the CABINET, Division of Right of Way and Utilities.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) If the RECIPIENT chooses to use an acquisition consultant on all or any portion of the PROJECT, the selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired,
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 9. Restrictive Easements. The RECIPIENT acknowledges that the CABINET will require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 10. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the project development party and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The project development party shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the party responsible for the PROJECT construction will negotiate, execute the agreement, and inspect the relocation work, under direct advisement of the project development party. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination.

Section 11. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The project development party shall perform a review and approval of the relocation per agency policy and procedure. The project development party shall inspect the relocation and document the proper installation of the facilities. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination.

Section 12. General Railroad Coordination. The party obligated to execute the project development portion of the PROJECT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The project development party shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 13. General Utility Coordination. The party obligated to execute the project development portion of the PROJECT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The project development party shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the PROJECT, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work.

Section 14. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 15. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for

Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the Institute of Transportation Engineers' (ITE) Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 16. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 17. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a

contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from re-advertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 18. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed

in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 19. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 20. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 21. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 22. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

- a. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- c. The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

- d. The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g. The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subRECIPIENT or vendor. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a subRECIPIENT or vendor as a result of such direction by the agency, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any RECIPIENT of Federal assistance.

Section 23. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 24. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within ten (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 25. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

Section 26. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 27. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 28. Standards for the Treatment of Historic Properties. Historic preservation projects shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 29. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in perpetuity and in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance in perpetuity. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The RECIPIENT shall obtain concurrence from the CABINET's District 1 Chief District Engineer in Paducah of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.]

Section 30. Americans with Disabilities Act. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 31. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 32. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 33. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary

paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 49 CFR 18.42, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 34. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 225-OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" or 2 CFR 230-OMB Circular A-122 "Cost Principles for Non-Profit Organizations" or 2 CFR 220-OMB Circular A-21 "Cost Principles for Educational Institutions." If the RECIPIENT has expended more than \$500,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations" audit reports within 9 months of their fiscal year end. The RECIPIENT shall provide the CABINET with copies of any audits or reviews prepared as a result of that Act.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), 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 of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and

Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 35. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 36. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 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 law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

Section 37. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 38. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 39. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 40. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 41. Resolution. The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A sample resolution is provided in Attachment B for the RECIPIENT's reference in creating an acceptable resolution. A copy of the resolution shall be attached to the AGREEMENT and returned to the CABINET prior to full execution of this PROJECT.

CITY OF PADUCAH  
PADUCAH WATERFRONT DEVELOPMENT  
ITEM NO. 1-122.02  
PO2-625-1500004634  
\$3,920,000 FD52 FUNDS

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

**COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:**

Approved as to form and legality:

\_\_\_\_\_  
Attorney  
Transportation Cabinet

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

\_\_\_\_\_  
Michael W. Hancock, P.E.,  
Secretary

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

**CITY OF PADUCAH**

Approved as to form and legality:

  
\_\_\_\_\_  
Attorney

Date: 4/28/2015

\_\_\_\_\_  
Gayle Kaler  
Mayor

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

**ATTACHMENT A**

**SCOPE OF WORK AND BUDGET SUMMARY**

**Scope of Work:**

The Riverfront Redevelopment Project Phase 1-B, Gangway, Transient Dock, and Land Mass is being partly funded through the FHWA administered by the CABINET and by a Boating Infrastructure Grant Program (BIG-P) administered by the Kentucky Department of Fish and Wildlife Resources. The PROJECT will be located along the Ohio Riverfront within the general vicinity from the extension of Madison Street to the extension of Harrison Street, downtown Paducah, Kentucky.

The PROJECT will include the following items:

- Construction of a three-acre lawn area covered Land Mass within the Ohio River.
  - The completion of the Land Mass will consist of the installation of approximately 52,500 tons of stone fill, 18,600 cubic yards of earth fill and 2,500 yards of topsoil.
- Miscellaneous improvement such as asphalt installation, curb and gutter, sidewalks, concrete stairs, stone work, lighting, etc. (Included in the Land Mass Construction)
- Construction of a new three section Gangway system.
  - The twelve steel pile guide structures for the gangway were installed-driven in the Ohio River Fall of 2013
- Construction of a new 400 linear foot Transient Dock-Wave Attenuator for the short term boat dockage that will be connected to the new Gangway system.
- Construction of steel piling mooring-anchorage system installed adjacent to the Transient Dock in the Ohio River for stability.
- Transient Dock construction will include miscellaneous improvement such as lighting, railings, fueling station, sanitary sewer pump-out, electrical pedestals, water hook-ups, navigational aids, etc.
- Utilities will be installed to serve the Transient Dock and Land Mass Area such as water, electric, sanitary, and storm sewer systems

**Budget:**

DESCRIPTION OF ITEM/ACTIVITY	FEDERAL FUNDS
General Items	\$297,000.00
Demolition	\$21,498.00
Landside improvements	\$2,676,769.00
Utilities	\$108,790.00
Gangway	\$611,573.00
Transient Dock/ Wave Attenuator	\$204,370.00
<b>Total Project Cost:</b>	<b>\$3,920,000.00</b>

CITY OF PADUCAH  
PADUCAH WATERFRONT DEVELOPMENT  
ITEM NO. 1-122.02  
PO2-625-1500004634  
\$3,920,000 FD52 FUNDS

**ATTACHMENT B**

**ATTACH A RESOLUTION HERE**

# Agenda Action Form Paducah City Commission

Meeting Date: May 12, 2015

Short Title: Authorize a Contract with Jim Smith Contracting Company, LLC, for the Construction of the Olivet Church Road Improvement Project

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:

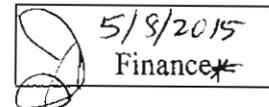
On Friday, April 24, 2015, sealed bids were opened and read aloud for the Olivet Church Road Improvement Project. Two responsive bids were received; however, it was determined that both bids were in excess of the funds available for the Project. In accordance with Sections 2-650(e) and 2-654(4) of the City of Paducah Code of Ordinances, the Bidders were informed in writing that the bids were rejected and notified of the City's intent to commence Competitive Negotiations, of which both Bidders agreed.

The Competitive Negotiation process consisted of minor revisions to the Project bid item quantities and materials in order to in order to facilitate a lower total bid price. On Thursday, May 7, 2015, the Competitive Negotiation Proposals were opened, with Jim Smith Contracting Company, LLC submitting the lowest and the best proposal advantageous to the City in the amount of \$6,380,137.04.

The majority of the funding for this Project will allocated from the \$6.2 million funding provided by the Kentucky Transportation Cabinet.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Olivet Church Rd Const.  
Account Number: 040-3315-532-2307  
Project Number: ST0039



### Staff Recommendation:

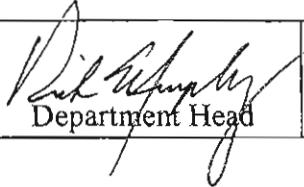
To adopt an Ordinance authorizing the Mayor to execute a contract with Jim Smith Contracting Company, LLC, in the amount of \$6,380,137.40 for the construction of the Olivet Church Road Improvement Project.

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\*Funding to be covered by KYDOT as per a note above, balance it is hoped to come from the State or County. J. Berlin 5-8-15

Attachments:

Advertisement, Proposed Contract, Additional Information

 Department Head	City Clerk	City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JIM SMITH CONTRACTING COMPANY, LLC FOR CONSTRUCTION OF THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT

WHEREAS, pursuant to Sec. 2-645 of the Code of Ordinances of the City of Paducah, Kentucky, the Engineering Department received sealed bids on April 24, 2015, for the construction of the Olivet Church Road Improvement Project; and

WHEREAS, pursuant to 2-650(e) and 2-654(4) of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the bids received were in excess of the available funding and that it was in the best interest of the City to not delay this project by re-solicitation; and

WHEREAS, the bids were rejected in accordance with the aforesaid Code of Ordinances; and

WHEREAS, competitive negotiations were entered into with the bidders and a revised bid proposal was attained.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute an agreement with Jim Smith Contracting Company, LLC in the amount of \$6,380,137.04, for construction of the Olivet Church Road Improvement Project.

SECTION 2. This purchase shall be charged to ST0039 project account, account number 040-3315-532-2307.

SECTION 3. 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, May 12, 2015  
Adopted by the Board of Commissioners, May \_\_\_\_\_, 2015  
Recorded by Tammara S. Sanderson, City Clerk, May \_\_\_\_\_, 2015  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\eng\agree-olivet church rd 2015

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT FOR THE  
OLIVET CHRCH ROAD IMPROVEMENT PROJECT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF PADUCAH, hereinafter called the OWNER, and JIM SMITH CONTRACTING COMPANY, LLC, hereinafter called the CONTRACTOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the Olivet Church Road Improvement Project. All Work shall be in accordance with this Agreement, the Plans, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering-Public Works Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Work that the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed and be fully completed within **Four Hundred (400) consecutive calendar days with the exception of Mandatory Work Shut Down** time period. The **Mandatory Work Shut Down** time period shall begin on **November 1, 2015** and end on **February 29, 2016**. The Contractor shall commence Back to Work on **March 1, 2016**. Every calendar day, except as provided herein, shall be counted as a working day.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of **Five Hundred Dollars (\$500.00)** per consecutive calendar day for failure to meet the final completion date and shall be withheld from final payment.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **Six Million Three Hundred Eighty Thousand One Hundred Thirty Seven Dollars and Four Cents (\$6,380,137.04)** as quoted in the Proposal by the Contractor dated May 7, 2015, which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty (30) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (10%) retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, (60) days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Plans, Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF:

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

**JIM SMITH CONTRACTING COMPANY, LLC**

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

ADDRESS:  
1108 Dover Road  
Grand Rivers, Kentucky 42045

**CITY OF PADUCAH, KENTUCKY**

BY \_\_\_\_\_  
Gayle Kaler, Mayor

ADDRESS:  
Post Office Box 2267  
Paducah, Kentucky 42002-2267

# Agenda Action Form Paducah City Commission

Meeting Date: May 12, 2015

Short Title: Purchase of One Front Loading Refuse Truck to be used by the EPW-Solid Waste Division

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.  
Kathy Wyatt, EPW Admin Asst III

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

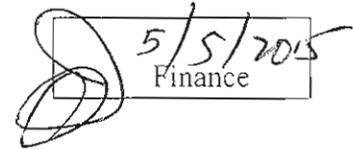
### Background Information:

On April 23, 2015, sealed written bids were opened for the purchase of one Front Loading Refuse Truck to be used by the EPW Solid Waste Division. Two responsive bids were received, with McBride Mack Inc. submitting the lowest evaluated bid in the amount of \$228,830.00. The estimated time for delivery of the new truck will be 60 days after contract execution.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Solid Waste Commercial

Account Number: 050-2210-531-4007

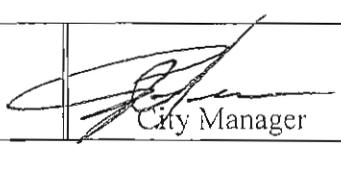
 5/5/2015  
Finance

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with McBride Mack Inc. for the purchase of one Front Loading Refuse Truck for use by the EPW Solid Waste Division in the total amount of \$228,830.00.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015-5-\_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID OF McBRIDE MACK, INC., FOR SALE TO THE CITY OF ONE, NEW 2015 FRONT-LOADING REFUSE COLLECTION CHASSIS AND BODY FOR USE BY THE SOLID WASTE COLLECTION SYSTEM, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of McBride Mack, Inc., in the amount of \$228,830.00, for sale to the City of one, new 2015 front-loading refuse collection chassis and body, for use by the Solid Waste Collection System, said bid being in substantial compliance with bid specifications, and as contained in the bid of McBride Mack, Inc., of April 23, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with McBride Mack, Inc., for the purchase of one, new 2015 front-loading refuse collection chassis and body, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to the Solid Waste Commercial account number 050-2210-531-4007.

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, May 12, 2015  
Adopted by the Board of Commissioners, May \_\_\_\_\_, 2015  
Recorded by Tammara S. Sanderson, City Clerk, May \_\_\_\_\_, 2015  
Published by The Paducah Sun, \_\_\_\_\_  
ord\works\truck-refuse (front-loading) 5-15

CITY OF PADUCAH  
ENGINEERING-PUBLIC WORKS DEPARTMENT

2015 Front Loader  
LOWEST EVALUATED BID  
BID OPENING: 2:00 p.m. CST

OFFICIAL BIDDER OF RECORD	McBride Mack	Stringfellow
Contact: Mailing Address:	David Craig 155 McBride Lane Paducah, KY 42001 (270)442-7545	Mark Dodds 9053 Fern Creek Rd. Louisville, KY 40291 (502)773-1350
<b>Front Loader Refuse Truck</b>	<b><u>\$228,830.00</u></b>	<b><u>\$229,243.00</u></b>

Delivery Time	30-60 days	30-60 days
Manufacturer	Heil	Heil

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	Yes	Yes
2. Manufacturer's Specifications	Yes	Yes
3. Warranty Information	Yes	Yes
4. Compliance with Tech Specs form	Yes	Yes
5. Deviations with Information	None	None
6. Kentucky State Bidders	Yes	No

Responsive & Responsible Bidder:	Yes	Yes
Evaluation Score:	1,000	999.8
BID RECOMMENDED FOR ACCEPTANCE	Yes	No

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE ONE  
FRONT LOADER REFUSE TRUCK

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and **McBride Mack** hereinafter called the VENDOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide a **Front Loader Refuse Truck** to be used by the Engineering-Public Works Department, Solid Waste Division in full compliance with the Bid Proposal Dated **Thursday, April 23, 2015** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **60** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Two Hundred Twenty Eight Thousand Eight Hundred Thirty Dollars (\$228,830.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on \_\_\_\_\_ by Ordinance # \_\_\_\_\_

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

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

VENDOR

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

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

CITY OF PADUCAH, KENTUCKY

BY \_\_\_\_\_  
Gayle Kaler, Mayor

ADDRESS:  
Post Office Box 2267  
Paducah, Kentucky 42002-2267

# Agenda Action Form Paducah City Commission

Meeting Date: May 12, 2015

Short Title: Purchase of One Side Arm Loading Truck to be used by the EPW-Solid Waste Division

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.  
Kathy Wyatt, EPW Admin Asst. III

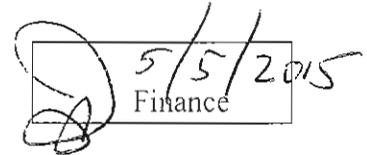
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

On April 23, 2015 sealed written bids were opened for the purchase of one Side Loading Refuse Truck to be used by the EPW Solid Waste Division. Two responsive bids were received, with McBride Mack Inc. submitting the lowest evaluated bid in the amount of \$249,555.00. The estimated time for delivery of the new truck will be 60 days after contract execution.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Solid Waste Residential  
Account Number: 050-2209-531-4007

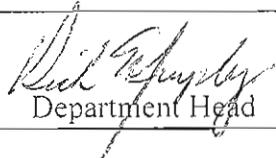
 5/5/2015  
Finance

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with McBride Mack Inc. for the purchase of one Side Arm Loading Refuse Truck for use by the EPW Solid Waste Division in the total amount of \$249,555.00.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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AN ORDINANCE ACCEPTING THE BID OF McBRIDE MACK, INC., FOR SALE TO THE CITY OF ONE AUTOMATED SIDEARM LOADER FOR USE BY THE SOLID WASTE DIVISION/PUBLIC WORKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of McBride Mack, Inc., in the amount of \$249,555.00, for sale to the City of one automated sidearm loader, for use by the Solid Waste Division/Public Works Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of McBride Mack, Inc., of April 23, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with McBride Mack, Inc., for the purchase of one automated sidearm loader, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to the Solid Waste Residential account, account number 050-2209-531-4007.

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, May 12, 2015  
Adopted by the Board of Commissioners, May \_\_\_\_\_, 2015  
Recorded by Tammara S. Sanderson, City Clerk, May \_\_\_\_\_, 2015  
Published by The Paducah Sun, May \_\_\_\_\_  
ord\pworks\truck - refuse (sidearm loader) 5-2015

**CITY OF PADUCAH**  
**ENGINEERING-PUBLIC WORKS DEPARTMENT**

**2015 Side Arm Refuse Truck**  
**LOWEST EVALUATED BID**  
**BID OPENING: 2:05 p.m. CST**

<b>OFFICIAL BIDDER OF RECORD</b>	<b>McBride Mack</b> David Craig 155 McBride Lane Paducah, KY 42001 (270)442-7545	<b>Stringfellow</b> Mark Dodds 9053 Fern Creek Rd. Louisville, KY 40291 (502)773-1350
<b>Side Arm Refuse Truck</b>	<b>\$249,555.00</b>	<b>\$249,948.00</b>

Delivery Time	30-60 Days	30-60 Days
Manufacturer	Heil	Heil

**REQUIRED DOCUMENTS:**

1. Bidder's Required Certification	Yes	Yes
2. Manufacturer's Specifications	Yes	Yes
3. Warranty Information	Yes	Yes
4. Manufacturer Specifications	Yes	Yes
5. Deviations with Information	None	None
6. Addendum #1 Received	Yes	Yes
7. Kentucky State Bidders	Yes	No

Responsive & Responsible Bidder:	Yes	Yes
Evaluation Score:	1,000	999.6
<b>BID RECOMMENDED FOR ACCEPTANCE</b>	Yes	No

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE ONE  
SIDE ARM REFUSE TRUCK

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and McBride Mack hereinafter called the VENDOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One Side Arm Refuse Truck** to be used by the Engineering-Public Works Department, Solid Waste Division in full compliance with the Bid Proposal Dated April 23, 2015 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within 60 consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Two Hundred Forty Nine Thousand Five Hundred Fifty Five Dollars (\$249,555.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on \_\_\_\_\_ by Ordinance # \_\_\_\_\_.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

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

VENDOR

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

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

CITY OF PADUCAH, KENTUCKY

BY \_\_\_\_\_  
Gayle Kaler, Mayor

ADDRESS:  
Post Office Box 2267  
Paducah, Kentucky 42002-2267

# Agenda Action Form Paducah City Commission

Meeting Date: May 12, 2015

Short Title: Authorize Payment to AES Environmental, LLC for Household Hazardous Waste Collected during 2015 Clean-Up Day

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Chris Yarber, EPW Operations Manager  
Angela Weeks, EPW Project Manager

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

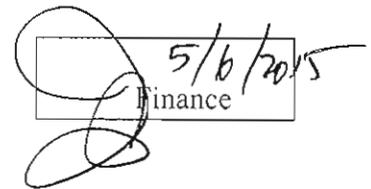
### Background Information:

On April 4, 2015 the City of Paducah co-sponsored along with the county a free Clean-Up Day to assist all property owners with disposal of various waste. Household hazardous waste was one item collected on this day. In accordance with Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste. AES Environmental LLC, with an office in Calvert City, KY, is the only certified hazardous collector who is a vendor with the Commonwealth of Kentucky within this area.

Therefore, the service of AES Environmental LLC was requested to collect and dispose of household hazardous waste during the free Clean-Up Day. This year, the collection of household hazardous waste totaled \$22,824.50. Last year's collection totaled \$23,065.40. The partial funding of the free Clean-Up Day is provided by a grant from the Kentucky Division of Waste Management.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Haz Waste  
Project Number: MR0063  
Account Number: 050-2209-531-2004

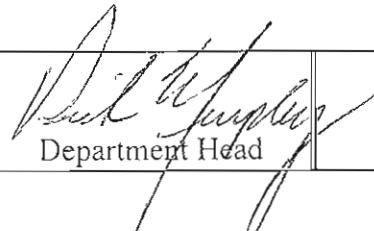
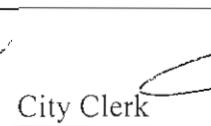
  
Finance

### Staff Recommendation:

To adopt an Ordinance authorizing the payment of \$22,824.50 to AES Environmental LLC, for collection and disposal of household hazardous waste collected during the free Clean-Up Day on April 4, 2015.

### Attachments:

Invoice

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2015-5-\_\_\_\_\_

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY AMERICAN ENVIRONMENTAL SERVICES, INC., FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE COLLECTED DURING THE CITY/COUNTY FREE CLEAN-UP DAY

WHEREAS, the City of Paducah and McCracken County co-sponsored a free Clean-Up Day on April 4, 2015, to assist McCracken County property owners with disposal of various waste; and

WHEREAS, the City will receive partial funding for the free Clean-Up Day from the Kentucky Division of Waste Management; and

WHEREAS, in accordance with State of Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste; and

WHEREAS, American Environmental Services, Inc., located in Calvert City, Kentucky, is the only local, certified hazardous collector and therefore was requested to collect and dispose of the household hazardous waste during the free Clean-Up Day; and

WHEREAS, this year's collection of hazardous waste cost exceeded \$20,000 and therefore, requires Procurement Code procedures to be implemented.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Finance Director is hereby authorized to pay American Environmental Services, Inc., in the amount of \$22,824.50, for the disposal of household hazardous waste collected during the City/County free Clean-Up Day.

SECTION 2. This expenditure shall be charged to Project Account No. MR0063.

SECTION 3. 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, May 12, 2015  
Adopted by the Board of Commissioners, May \_\_\_\_\_, 2015  
Recorded by Tammara S. Sanderson, City Clerk, May \_\_\_\_\_, 2015  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\pw\household haz waste-Amer Env Serv 2015

MR 0063

050-2209-531-20.04

Invoice Number: AES-165966

Invoice Date: 04/15/2015

Purchase Order #: .



AES Environmental, LLC  
PO Box 95000-3755  
Philadelphia, PA 19195-0001  
(724) 933-4100

Work Orders:

126019

Bill To:

Paducah Public Works  
Attn: *Will Shelby*  
1120 North 10th Street  
Paducah, KY 42001

Generator:

Paducah and McCracken County Residents  
850 Burnett Street

Paducah, KY 42001

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Thank you for using AES Environmental LLC for your disposal needs.

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Total: \$22,824.50

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Remit To: AES Environmental, LLC  
PO Box 95000-3755  
Philadelphia, PA 19195-0001  
(724) 933-4100



AES Environmental, LLC  
 PO Box 95000-3755  
 Philadelphia, PA 19195-0001  
 (724) 933-4100

Invoice Number: AES-165966  
 Invoice Date: 04/15/2015  
 Purchase Order #:

Generator: Paducah and McCracken County Residents  
 850 Burnett Street

Paducah, KY 42001

Work Order # 126019 T&D CC

Disposal

Date	Description	Quantity	Unit	Unit Price	Line Price
4/8/2015	126019-1 / MGT-7664 / HOUSEHOLD HAZ WASTE - AEROSOLS / Tri-Wall/Supersack	385.00	Pound	\$1.10	\$423.50
4/8/2015	126019-2 / MGT-7660 / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Tri-Wall/Supersack	5,065.00	Pound	\$1.10	\$5,571.50
4/8/2015	126019-3 / MGT-7661 / HOUSEHOLD HAZ WST LIQUID PESTICIDES / Tri-Wall/Supersack	515.00	Pound	\$1.10	\$566.50
4/8/2015	126019-4 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 55G	83.00	Pound	\$1.10	\$91.30
4/8/2015	126019-4 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 5G	22.00	Pound	\$1.10	\$24.20
4/8/2015	126019-5 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 10G/15G	49.00	Pound	\$1.10	\$53.90
4/8/2015	126019-5 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 5G	16.00	Pound	\$1.10	\$17.60
4/8/2015	126019-7 / MGT-17609 / MERCURY & MERCURY MANUF. ARTICLES / 5G	2.00	Container	\$560.00	\$1,120.00
4/8/2015	126019-9 / MGT-13182 / LAB PACKS / 55G	119.00	Pound	\$1.10	\$130.90
4/8/2015	126019-9 / MGT-13182 / LAB PACKS / 5G	21.00	Pound	\$1.10	\$23.10
4/8/2015	126019-10 / MGT-21846 / FIRE EXTINGUISHERS / 55G	165.00	Pound	\$1.10	\$181.50
4/8/2015	126019-11 / MGT-7788 / HHW - PROPANE CYLINDERS / 55G	75.00	Pound	\$1.10	\$82.50
4/8/2015	126019-12 / MGT-21491 / NICKEL CADMIUM BATTERIES / 5G	5.00	Pound	\$1.10	\$5.50



AES Environmental, LLC  
 PO Box 95000-3755  
 Philadelphia, PA 19195-0001  
 (724) 933-4100

Invoice Number: AES-165966

Invoice Date: 04/15/2015

Purchase Order #:

Generator: Paducah and McCracken County Residents  
 850 Burnett Street

Paducah, KY 42001

Date	Description	Quantity	Unit	Unit Price	Line Price
4/8/2015	126019-13 / MGT-43661 / SEALED LEAD ACID BATTERIES / 5G	35.00	Pound	\$1.10	\$38.50
4/8/2015	126019-14 / MGT-21492 / DRY ALKALINE BATTERIES / 5G	85.00	Pound	\$1.10	\$93.50
4/8/2015	126019-16 / MGT-21489 / STANDARD FLUORESCENT BULBS / Lamp Box	3,740.00	Lamp (ft.)	\$0.10	\$374.00
4/8/2015	126019-17 / MGT-32037 / COMPACT FLUORESCENT BULBS / 20G/30G	25.00	Lamp (ea.)	\$0.50	\$12.50
4/8/2015	126019-18 / MGT-7662 / USED OIL / 55G	1,425.00	Pound	\$1.10	\$1,567.50
4/8/2015	126019-19 / MGT-7789 / FREON CYLINDERS / 5G	30.00	Pound	\$1.10	\$33.00
4/8/2015	126019-20 / MGT-37366 / OXYGEN CYLINDERS / 5G	10.00	Pound	\$1.10	\$11.00
4/8/2015	126019-21 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / 55G	415.00	Pound	\$1.10	\$456.50
4/15/2015	126019(1)-1 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / Rolloff/Dump	10,860.00	Pound	\$1.10	\$11,946.00

Work Order Subtotal \$22,824.50

Invoice Total \$22,824.50