

**CITY COMMISSION MEETING**  
**AGENDA FOR SEPTEMBER 22, 2015**  
**5:30 P.M.**  
**CITY HALL COMMISSION CHAMBERS**  
**300 SOUTH FIFTH STREET**

**ROLL CALL**

**INVOCATION – Michael Jenkins – Relevant Church – Youth Leader**

**PLEDGE OF ALLEGIANCE-Lucas Wadley, Clark Elementary 5<sup>th</sup> Grader**

**ADDITIONS/DELETIONS**

**PROPERTY TAX PUBLIC HEARING**

<b>I.</b>	<b><u>RESOLUTION</u></b>
	A. Support the Location of Shoreline Steel South by Rebating 1% Payroll Tax for a Period of Up To 5 Years
	B. Declaration of Official Intent with Respect to Reimbursement of Temporary Advances Made for Capital Expenditures to be Made from Subsequent Borrowings
<b>II.</b>	<b><u>MOTION</u></b>
	A. R & F Documents
<b>III.</b>	<b><u>MUNICIPAL ORDERS</u></b>
	A. Personnel Changes
	B. Approve Memorandum of Understanding for Work Performed Prior to Execution of a Project Partnership Agreement for the Ohio River Shoreline Reconstruction Project – <b>R. MURPHY</b>
<b>IV.</b>	<b><u>ORDINANCES – ADOPTION</u></b>
	A. Approve Sale of 421 North 5 <sup>th</sup> Street – <b>S. ERVIN</b>
	B. Accept the JAG Grant Award – <b>POLICE CHIEF BARNHILL</b>
	C. Accept the Bulletproof Vest Partnership Grant Award – <b>POLICE CHIEF BARNHILL</b>
	D. Payment to Paducah Convention & Visitors Bureau Sponsorship for 2015 Rayovac FLW Series Championship – <b>CITY MGR</b>
<b>V.</b>	<b><u>ORDINANCES - INTRODUCTION</u></b>
	A. Property Tax Levy – <b>J. PERKINS</b>
	B. Authorize Contract with Ratio Architects, Inc. for Two Architectural/Design Service Options – <b>S. ERVIN</b>

		C. Authorize Payment for Emergency Repair of the Cooling Tower at the Parks Services Building Located at 1400 H. C. Mathis Drive – <b>R. MURPHY</b>
		D. Authorize Memorandum of Agreement with the Paducah & Louisville Railway, Inc., for Reimbursement of Railway Work on Olivet Church Road – <b>R. MURPHY</b>
		E. Purchase Street Sweeper for EPW-Street Division – <b>R. MURPHY</b>
		F. Purchase Side Arm Loader for EPW-Solid Waste Division – <b>R. MURPHY</b>
		G. Amend Section 42-104 Prohibited Noises of the Paducah Code of Ordinances – <b>R. ABRAHAM</b>
	<b>VI.</b>	<b><u>CITY MANAGER REPORT</u></b>
	<b>VII.</b>	<b><u>MAYOR &amp; COMMISSIONER COMMENTS</u></b>
	<b>VIII.</b>	<b><u>PUBLIC COMMENTS</u></b>
	<b>IX.</b>	<b><u>EXECUTIVE SESSION</u></b>

# Agenda Action Form Paducah City Commission

Meeting Date: 9-22-15

Short Title: Approve Resolution to Support the Location of Shoreline Steel South, LLC in Paducah

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By:  
Presentation By:

### Background Information:

The purpose of this resolution is to support the location of Shoreline Steel South, LLC in Paducah. The project was announced and given preliminary approval in February of 2011. Since then shoreline has invested \$1,180,000 in their Paducah operation. They have constructed a 20,000 square foot facility and currently employ 13 people at an average of \$15.62 per hour.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

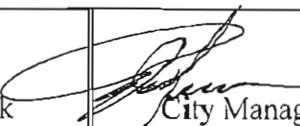
Funds Available: Account Name:  
Account Number:

Finance

### Staff Recommendation:

In February of 2011 then Mayor Bill Paxton signed a letter on behalf of the City of Paducah to give up 1% local payroll tax for a period not to exceed five (5) years. At the February 2011 KEDFA board meeting the board also approved that the state give up the 3% state payroll tax. The PED staff recommends this resolution be approved by the commission and the incentives be granted to Shoreline Steel South, LLC.

### Attachments:

Department Head	City Clerk	 City Manager
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## RESOLUTION

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, SUPPORTING THE LOCATION OF SHORELINE STEEL SOUTH, LLC BY REBATING THE 1% PAYROLL TAX ON CERTAIN KEDFA PROGRAM FOR ELIGIBLE POSITIONS

**WHEREAS**, a strong economy is important to the City of Paducah and the region, and the Board of Commissioners of the City of Paducah, Kentucky, strives to support the location of a new businesses; and

**WHEREAS**, Shoreline Steel South, LLC is a producer of steel piling for erosion control seawall construction, soil stabilization, and highway construction headquartered in New Haven, Michigan ; and

**WHEREAS**, Shoreline Steel South, LLC in 2011 announced plans to locate a new production operation in Paducah and constructed a new 20,000 square foot facility that began operations in 2012; and

**WHEREAS**, Shoreline Steel South, LLC's \$1,180,000 investment created 13 new full time employees earning an average wage of \$15.62 per hour; and

**WHEREAS**, in order to assist in the project, Shoreline Steel South, LLC, is eligible for a 1% payroll tax rebate for up to five years, to be offered in conjunction with the Kentucky Economic Development Finance Authority (KEDFA) program that grants forgiveness of 3% State payroll tax.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF PADUCAH, KENTUCKY, ACTING BY AND THROUGH ITS BOARD OF COMMISSIONERS AS FOLLOWS:

SECTION 1. It is hereby found, determined and declared that the statements of fact set forth in the Resolution are true and accurate.

SECTION 2. That the City of Paducah may grant a rebate of 1% payroll tax on KEDFA program eligible positions, upon remittance of the full amount of the payroll tax due, for a period of up to five years to help support the location of Shoreline Steel South, LLC.

SECTION 3. The adoption of the Resolution shall not be deemed to and shall not impose any liability or responsibility, financial or otherwise, upon the City of Paducah, beyond the 1% payroll tax for a period of up to five years.

SECTION 4. This resolution shall be in full force and effect from and after this adoption.

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, September 22, 2015  
Recorded by Tammara S. Sanderson, City Clerk, September 22, 2015  
\resoln\Shoreline Steel South

## RESOLUTION

### A RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY, MAKING DECLARATION OF OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES TO BE MADE FROM SUBSEQUENT BORROWINGS

WHEREAS, Treasury Regulation § 1.150-2 (the "Reimbursement Regulations"), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the "Code") prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under Section 150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, the City of Paducah, Kentucky wishes to ensure compliance with the Reimbursement Regulations;

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

SECTION 1. Definitions. The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to reimburse the Issuer for such payments. "To allocate" means to make such an allocation.

"Capital Expenditure" means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

"Declaration of Official Intent" means a written declaration that the Issuer intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

"Issuer" means the City of Paducah, Kentucky.

"Reimbursement" means the restoration to the Issuer of money temporarily advanced from other funds, including moneys borrowed from other sources, of the Issuer to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. "To reimburse" means to make such a restoration.

"Reimbursement Bonds" means Obligations that are issued to reimburse the Issuer for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the Issuer.

"Reimbursement Regulations" means Treasury Regulation § 150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the Issuer for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as "spent" for purposes of Sections 103 and 141 to 150 of the Code.

#### SECTION 2. Declaration of Official Intent.

(a) The Issuer declares that it reasonably expects that the Capital Expenditures described in Section (b), which were paid no earlier than sixty (60) days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the Issuer in the maximum principal amount, for such Reimbursements, of \$1,622,000; and

(b) The Capital Expenditures to be reimbursed are for two architectural/design service options (renovation and rehabilitation of the existing city hall and design services for a new city hall).

SECTION 3. Reasonable Expectations. The Issuer does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer or any other entity, with respect to the Capital Expenditures for the purposes described in Section 2(b).

SECTION 4. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 5. Open Meeting. It is found and determined that all formal actions of this City Commission of the Issuer concerning and relating to the adoption of this resolution were adopted in an open meeting of this City Commission of the Issuer; and that all deliberations of this City Commission of the Issuer and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SECTION 6. Effective Date. This Resolution shall take effect from and after its passage, as provided by law.

The undersigned has been authorized by the City Commission of the Issuer to sign this resolution on behalf of the City Commission of the Issuer.

CITY OF PADUCAH, KENTUCKY

\_\_\_\_\_  
Mayor

Attest:

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

Adopted by the Board of Commissioners, September 22, 2015  
Recorded by Tammara S. Sanderson, City Clerk, September 22, 2015  
\\resoln\bond-GOB 2016-city hall-architectural & design service options

### CERTIFICATE

I, the undersigned City Clerk of the City of Paducah, Kentucky, certify that the foregoing is a true copy of a Resolution adopted by the City of Paducah, Kentucky at a meeting of the City Commission held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

I further certify that all actions taken in connection with the resolution were in compliance with the requirements of KRS 61.810, 61.815, 61.820 and 61.825, and that said resolution is now in full force and effect, all as appears from the official records of the City in my custody and under my control.

Witness my hand as City Clerk of the City of Paducah, Kentucky this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

**DOCUMENTS**

1. Notice of Cancellation for the Board of Commissioners for September 8, 2015
2. Partial Deed of Release for 5420 Tuck Road – Tommy & Darlyne Fletcher (MO # 1850)
3. Contracts/Agreements:
  - a. Contract for Services with Barkley Regional Airport Authority (ORD # 2015-09-8292)
  - b. Interlocal Agreement for Acceptance and Administration of Edward Byrne Justice Assistance Grant (JAG) Award (ORD # 2015-06-8262)
  - c. Trust Participation Agreement for the Kentucky League of Cities Insurance Services General insurance Trust (ORD # 2015-06-8264)
  - d. Declaration of Trust and Trust Participation Agreement for the Kentucky League of Cities Workers' Compensation Trust (ORD # 2015-06-8264)

**BID FOR ENGINEERING-PUBLIC WORKS DEPARTMENT**

**2015 Side Arm Refuse Truck**

1. McBride Mack \*
2. Stringfellow
3. Municipal Equipment (Non-Responsive Bidder)

**2015 Sweeper**

1. Stringfellow \*
2. Municipal Equipment (No Bid)

CITY OF PADUCAH  
September 22, 2015

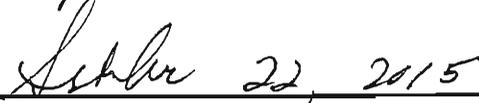
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Upon the recommendation of the City Manager, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.



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City Manager's Signature



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Date

CITY OF PADUCAH  
PERSONNEL ACTIONS  
September 22, 2015

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<b><u>PARKS SERVICES</u></b>					
Abernathy, Jordan K	Head Lifeguard \$8.50/Hr	Recreation Leader \$8.00/Hr	NCS	Non-Ex	August 17, 2015
Downs, Lauren B	Pool Attendant \$7.50/Hr	Recreation Leader \$8.00/Hr	NCS	Non-Ex	August 17, 2015
Elrod, Robert L	Pool Attendant \$7.50/Hr	Recreation Leader \$8.00/Hr	NCS	Non-Ex	August 17, 2015
Grogan, Josh E	Lifeguard \$8.00/Hr	Recreation Leader \$8.00/Hr	NCS	Non-Ex	August 17, 2015
Grogan, Sophie	Pool Attendant \$7.50/Hr	Recreation Leader \$8.00/Hr	NCS	Non-Ex	August 17, 2015
Krone, Matthew D	Lifeguard \$8.00/Hr	Recreation Leader \$8.00/Hr	NCS	Non-Ex	August 17, 2015
Newberry, Hannah M	Pool Attendant \$7.50/Hr	Recreation Leader \$8.00/Hr	NCS	Non-Ex	August 17, 2015
Shannon, Mack	Lifeguard \$8.00/Hr	Recreation Leader \$8.00/Hr	NCS	Non-Ex	August 17, 2015
<b><u>POLICE - ADMIN SERVICES</u></b>					
Crawford, Bonnie J	School Crossing Guard \$7.50/Hr	School Crossing Guard \$8.47/Hr	NCS	Non-Ex	September 10, 2015
Ramsey, Mary	School Crossing Guard \$7.50/Hr	School Crossing Guard \$8.47/Hr	NCS	Non-Ex	September 10, 2015
Richardson, James G	School Crossing Guard \$7.50/Hr	School Crossing Guard \$8.47/Hr	NCS	Non-Ex	September 10, 2015
<b><u>POLICE - OPERATIONS</u></b>					
Krueger, Brian W.	Assistant Chief \$35.91/Hr	Assistant Chief \$37.49/Hr* *Step Increase	NCS	Ex	September 17, 2015
<b><u>FIRE - SUPPRESSION</u></b>					
Kirkham, Timothy	Relief Driver \$14.85/Hr	Acting Fire Lieutenant \$16.08/Hr	NCS	Non-Ex	July 5, 2015
Kirkham, Timothy	Acting Fire Lieutenant \$16.08/Hr	Relief Driver \$14.85/Hr	NCS	Non-Ex	August 10, 2015
Graves, Matthew M	Relief Driver \$14.80/Hr	Acting Fire Lieutenant \$16.05/Hr	NCS	Non-Ex	July 25, 2015
Graves, Matthew M	Acting Fire Lieutenant \$16.05/Hr	Relief Driver \$14.80/Hr	NCS	Non-Ex	September 3, 2015
Arterburn, William G	Fire Lieutenant \$16.22/Hr	Acting Fire Captain \$17.30/Hr	NCS	Non-Ex	July 25, 2015
Arterburn, William G	Acting Fire Captain \$17.30/Hr	Fire Lieutenant \$16.22/Hr	NCS	Non-Ex	September 3, 2015
<b><u>FINANCE - ACCOUNTING</u></b>					
Herndon Audra	Controller \$34.24/Hr	Controller \$35.54/Hr	NCS	Non-Ex	September 3, 2015

# Agenda Action Form

## Paducah City Commission

Meeting Date: 09-22-15

Short Title: MOU with USACE for Work Provided or Performed Prior to Execution of a Project Partnership Agreement for the Ohio River Shoreline, Paducah, Kentucky, Reconstruction 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:

The US Army Corps of Engineers, Louisville District (USACE) in conjunction with the City of Paducah has been pursuing the Ohio River Shoreline Reconstruction Project since 1998. As of this date, the Project has been fully vetted through the USACE Civil Works Project protocols including a Feasibility Report (dated April, 2011; Revised September, 2011), receiving the support of a Signed Chief's Report (dated 16 May, 2012) and further legislated and authorized by H.R. 3080, WRRDA 2014, page 174. As of this date, the City does not receive "Project In-Kind Credits" for any Floodwall monetary expenses as the execution of a Project Partnership Agreement has not been finalized. Therefore, the City has been totally responsible for maintenance of the Floodwall and all related appurtenances without being credited by the USACE.

On September 9, 2015, a letter was sent to Colonel Christopher G. Beck, P.E., outlining the City's immediate Floodwall needs and requesting that the USACE allow "in-kind credits" as follows:

- Request authorization to rebuild/rehab Pump #1 and Pump #2 located at Pump Station #9 prior to high water season in lieu of replacing them with submersible pumps and be able to receive "in-kind credit" for the related expenses.
- Permit the City to receive "in-kind credit" for expenses the City will incur to remove, restore, rehabilitate, replace and/or reconstruct any/all flap gates within the vicinity of the Floodwall limits.
- Permit the City to receive "in-kind credit" for expenses the City will incur to permanently seal eight of the LFPP's 47 movable closures that have become obsolete to commercial use and access to the Ohio River.

On September 17, 2015, a MOU was received from the USACE which would allow the City to receive "In-Kind Credit" for the above mentioned bulleted items.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

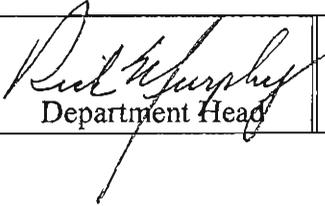
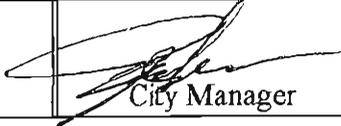
Finance

**Staff Recommendation:**

To adopt a Municipal Order authorizing the Mayor to execute a Memorandum of Understanding between the Department of the Army and the City of Paducah Kentucky for work provided or performed prior to execution of a Project Partnership Agreement for the Paducah Kentucky Local Flood Protection Project.

**Attachments:**

September 9, 2015 letter to Colonel Christopher G. Beck, PE  
September 17, 2015 letter from Michael Moor, Project Manager, Louisville District, USACE  
Memorandum of Understanding

 Department Head	City Clerk	 City Manager
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CITY OF PADUCAH

300 South 5th Street

P. O. Box 2267

Paducah, KY 42002-2267

www.paducahky.gov

Rick Murphy, P.E.  
City Engineer

Phone: (270) 444-8511

Fax: (270) 444-8689

9 September 2015

Colonel Christopher G. Beck, P.E.  
District Commander  
US Army Corps of Engineers  
Louisville District  
P O. Box 59  
Room 751  
Louisville, KY 40201-0059

Attn: Ms. Linda R. Murphy, P.E., PMP (For LRL Internal Distribution)  
Deputy District Engineer, CELRL-DP

Re: Ohio River Shoreline, Paducah Kentucky Reconstruction  
Request

Dear Colonel Beck

As you are aware the US Army Corps of Engineers, Louisville District (USACE) in conjunction with the City of Paducah has been pursuing the above reference Project since 1998. As of this date, the Project has been fully vetted through the USACE Civil Works Project protocols including a Feasibility Report (dated April, 2011; Revised September, 2011), receiving the support of a Signed Chief's Report (dated 16 May, 2012) and further legislated and authorized by H R. 3080, WRRDA 2014, page 174. Please note, approximately 17 years has come and gone during the pursuit of the USACE and Sponsor fulfilling the governmental requirements to qualify the Project for federal funding participation. During this time, the Sponsor has been totally responsible for maintenance of the LFPP to its full capacity, while the authorized Project rehabilitation/reconstruction components identified as part of the Project continue to fail. This failure causes the Sponsor to replace/restore said components at 100% of its cost. Please note that the Sponsor's rehabilitation may or may not align with the preferred authorized methods outlined in the aforementioned documents. Time will not permit the preferred rehabilitation to get these components back on line as the wake of a new flood season is upon us; hence, the purpose of writing and reaching out to you.

At this time I would like to make you aware of my immediate needs, they are as follows:

- Pump Station No. 9: Pump No. 2 has failed and must be rebuilt in-kind. Pump No. 1 has excessive vibration and is considered marginal at best. Therefore, given Pump Station's No. 9 current configuration and fast approaching high water season, it is my recommendation to pursue rebuilding/rehabilitating both Pump Station No. 9 pumps 1 & 2 "In-Kind" in lieu of replacing them with dry well submersible pumps as previously authorized.

Colonel Christopher G. Beck, P.E.

9 September 2015

Page 2 of 2

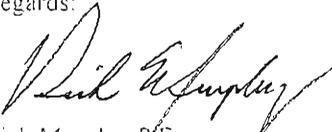
- Permit the Sponsor to receive "Authorized Project In-Kind Credit" for all expenses it will incur to remove, restore, rehabilitate, replace and/or reconstruct any/all flap gates stated within the subject LFPF's aforementioned authorization documents. This portion of the Project is characterized as "Priority No. 2, Flap Gates."
- Permit the Sponsor to receive "Authorized Project In-Kind Credit" for all expenses it will incur to permanently seal eight of the LFPF's 47 movable closures that have become obsolete to commercial use and access to the Ohio River. This portion of the Project is also described within the subject LFPF's aforementioned authorization documents and has been characterized as "Priority No. 3, Seal Closures."

Notwithstanding, given the USACE and Sponsor have executed a PED Agreement for the Project's overall design and has yet to execute a Project Partnership Agreement, (PPA), the Sponsor is burdened for 100% of the repairs, restorations, rehabilitations, replacements and/or reconstruction to ANY/ALL previously authorized components of the Project. As of this date, the Sponsor does not receive the aforementioned credits as the execution of a PPA has not occurred, rendering the Sponsor's efforts ineligible by the government. It is also my understanding, that it may be possible for the Sponsor to receive "Project In-Kind Credit" provided an authorized Memorandum of Understanding, (MOU) that may be executed between the USACE and Sponsor.

Therefore, at this time the City of Paducah/Sponsor is making a formal appeal and request to the USACE Louisville District to immediately pursue an appropriate MOU that would in fact allow the Sponsor to receive "In-Kind Credit" for those items listed in the bulleted points above as well as any additional Project authorized component failures integral to the Project that may fail prior the USACE and Sponsor having the opportunity to execute a PPA.

Your assistance and response to this formal request is greatly appreciated. In the event that you or members of your team may have any questions regarding this request, please do not hesitate to contact me at the telephone number listed above or my cell phone, (270) 994-7396.

Regards:



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

C  
Telle Pederson, City Manager, via email  
Honorable Gayle Kaler, Mayor, via email  
John R. Bock, P.E., USACE, LRI, Chief, Engineering Division, via email  
Michael Moore, USACE, LRI, Project Manager, via email  
Richard G. Kaiser, Brigadier General, U.S. Army, via email  
Jennifer A. Green, USACE Headquarters, Chief, Future Directions Branch, via email



REPLY TO  
ATTENTION CF:

DEPARTMENT OF THE ARMY  
U S ARMY ENGINEER DISTRICT, LOUISVILLE  
CORPS OF ENGINEERS  
P O BOX 59  
LOUISVILLE, KENTUCKY 40201-0059

17SEP15

Mr. Rick Murphy, P.E.  
City Engineer & Public Works Director  
City of Paducah  
Engineering & Public Works Department  
300 South 5<sup>th</sup> Street  
P.O. Box 2267  
Paducah, KY 42002-2267

Attn: Mr. Rick Murphy, P.E.

RE: Ohio River Shoreline, Paducah Reconstruction Project MOU execution.

Dear Mr. Murphy:

We have received your letter dated 09SEP15 formally requesting that Louisville District USACE pursue an appropriate MOU that would allow the City of Paducah to receive "In-Kind Credit" for items listed in the said letter.

Please see attached an MOU that incorporates the scope identified in your letter. This MOU has been reviewed internally as well as by you recently. Per our guidance, our District Commander COL Beck has the authority to approve this MOU.

Per this letter I hereby request that you pursue the appropriate signatures on four original copies of the attached MOU (Adobe file attached). Once signed please either send overnight or we can make other arrangements to retrieve. After your signatures are complete, then COL Beck will be able to sign and thereby execute this MOU. Two (2) original hard copies will be returned to you for your files.

If you have any questions or comments please feel free to give me a call at: 502-523-6967

A handwritten signature in black ink, appearing to read "Michael C. Moore".

Michael C. Moore  
Project Manager  
Louisville District

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND THE  
CITY OF PADUCAH, KENTUCKY  
FOR WORK PROVIDED OR PERFORMED  
PRIOR TO EXECUTION OF  
A  
PROJECT PARTNERSHIP AGREEMENT  
FOR  
OHIO RIVER SHORELINE, PADUCAH, KENTUCKY,  
RECONSTRUCTION PROJECT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the United States Department of the Army (hereinafter referred to as the "Government"), acting by and through the Commander and District Engineer, United States Army Engineer District, Louisville and the City of Paducah, Kentucky, a Home Rule Class city organized and existing under and pursuant to the laws of the Commonwealth of Kentucky (hereinafter referred to as the "Non-Federal Interest"), acting by and through the Mayor of the City of Paducah, Kentucky.

WITNESSETH, THAT:

WHEREAS, Section 221(a) of the Flood Control Act of 1970, as amended by Section 2003 of the Water Resources Development Act of 2007, provides that a cost sharing partnership agreement may provide credit for the value of materials or services provided before the execution of such cost sharing partnership agreement if the Secretary and the non-Federal interest enter into an agreement under which the non-Federal interest shall carry out such work and only work carried out following the execution of such agreement shall be eligible for credit;

WHEREAS, the Non-Federal Interest understands and acknowledges that any credit for eligible in-kind

contributions will be afforded only toward the required non-Federal contribution of funds (i.e. cash contribution) under the Project Partnership Agreement for the project or separable element of the project except such credit will not be afforded toward the non-Federal requirement to provide in cash 5 percent of the costs allocated to structural flood damage reduction; and

WHEREAS, by letter dated the 9th day of September, 2015, the Non-Federal Interest stated its intent to perform certain work (hereinafter referred to as the "Proposed Work", as defined in paragraph 1 of this MOU) prior to the execution of the Project Partnership Agreement for the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project.

NOW, THEREFORE, the Government and the Non-Federal Interest agree as follows:

1. The Non-Federal Interest shall provide or perform the Proposed Work in accordance with the terms and conditions of this MOU. The Proposed Work shall consist of:

a. Rebuild/Rehabilitate both of Pump Station No. 9 pumps 1 and 2, respectively, as generally described in the above-referenced letter from the Non-Federal Interest.

b. Restore, rehabilitate, replace and/or reconstruct any/all flap gates as generally described in the above-referenced letter from the Non-Federal Interest.

c. Permanently seal eight movable closures as generally described in the above-referenced letter from the Non-Federal Interest.

2. The Non-Federal interest shall develop all necessary engineering plans and specifications for the Proposed Work.

3. The Non-Federal Interest shall complete all necessary environmental coordination and obtain all applicable Federal, State, and local permits required for the performance of the Proposed Work.

4. The Non-Federal Interest shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction and subsequent operation and maintenance of the Proposed Work, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

5. Nothing in this MOU creates any duty, obligation, or responsibility for the Government. Any activity undertaken by the Non-Federal Interest for the implementation of the Proposed Work is solely at the Non-Federal Interest's own risk and responsibility.

6. The Non-Federal Interest shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this MOU to the extent and in such detail as will properly reflect total costs for the Proposed Work and the Non-Federal Interest shall make such evidence available for inspection and audit by authorized representatives of the Government.

7. The Non-Federal Interest understands that any costs incurred for the clean-up of hazardous material regulated by the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"; 42 U.S.C. Sections 9601-9675), that may exist in, on, or under lands, easements, or rights-of-way required for the Proposed Work are a Non-Federal Interest responsibility and that no credit shall be afforded for such clean-up costs. In addition, the Non-Federal Interest understands that as between the Government and the Non-Federal Interest, the Non-Federal Interest shall be considered the operator of the Proposed Work for the purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Interest shall operate, maintain, repair, replace, and rehabilitate the Proposed Work in a manner that will not cause liability to arise under CERCLA.

8. The parties to this MOU shall each act in an independent capacity in the performance of their respective functions under this MOU, and neither party is to be considered the officer, agent, or employee of the other.

9. The Non-Federal Interest understands that to be eligible for credit for the costs of the Proposed Work:

a. The Government must make a determination that the Proposed Work is integral to the project;

b. The Proposed Work shall be subject to a review or on-site inspection, as applicable, and certification by the Government that the work was accomplished in a satisfactory manner and in accordance with applicable Federal laws, regulations, and policies;

c. The costs for the Proposed Work that may be eligible for credit shall be subject to an audit by the Government to determine the reasonableness, allocability, and allowability of such costs;

d. The costs incurred for the Proposed Work are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the Proposed Work is completed and the time that credit may be afforded;

e. The Non-Federal Interest shall not use Federal program funds (either funds or grants provided by a Federal agency as well as any non-Federal matching share or contribution that was required by such Federal agency for such program or grant) for the Proposed Work unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law;

f. Only the costs of the Proposed Work that do not exceed the Government's estimate of the cost of such work if the work been accomplished by the Government may be eligible for credit;

g. Any contract awarded for the Proposed Work shall include provisions consistent with all applicable Federal laws and regulations and the Non-Federal Interest shall comply with all applicable Federal and State laws and regulations, including, but not limited to Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army";

h. The Non-Federal Interest must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.), and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)); and

i. Crediting for the costs of the Proposed Work may be withheld, in whole or in part, as a result of the Non-Federal Interest's failure to comply with the terms of this MOU.

10. If the parties agree to enter into a Project Partnership Agreement for the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project at Paducah, Kentucky, then the Project Partnership Agreement will contain provisions regarding affording credit for costs of the Proposed Work, if the Secretary determines that the Proposed Work is integral to the project.

11. Execution of this MOU shall not be interpreted as a Federal assurance regarding later approval of any project; shall not commit the United States to any type of reimbursement or credit for the Proposed Work; does not alter any process to be followed by the Government in

making a determination to execute a future Project Partnership Agreement; nor does it provide any assurance that any future agreement will ever be executed for the project, the Proposed Work, or any portion of the project. Further, this MOU shall not be interpreted to signify any Federal participation in or commitment to the project or the Proposed Work. Finally, this MOU shall not be construed as committing the Government to assume any responsibility placed upon the Non-Federal Interest or any other non-Federal entity or as preventing the Government from modifying the project that could result in the Proposed Work performed by the Non-Federal Interest no longer being an integral part of the design of the project.

IN TESTIMONY WHEREOF, witness the signature of the City of Paducah, Kentucky, a Home Rule Class city organized and existing under and pursuant to the laws of the Commonwealth of Kentucky, by its duly qualified and elected Mayor, Gayle Kaler, pursuant to a Ordinance duly passed and adopted by the affirmative vote of a majority of the duly qualified and elected members of the Board of Commissioners, City of Paducah, Kentucky, this \_\_\_\_ day of \_\_\_\_\_, 2015. This MOU shall become effective upon the date it is signed by the Commander and District Engineer, United States Army Engineer District, Louisville.

CITY OF PADUCAH, KENTUCKY

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

ATTEST: \_\_\_\_\_  
Tammara S. Sanderson, City Clerk,  
City of Paducah, Kentucky

IN TESTIMONY WHEREOF, witness the signature of the United States Department of the Army, acting by and through the Commander and District Engineer, United States Army Engineer District, Louisville, this \_\_\_\_ day of \_\_\_\_\_, 2015. This MOU shall become effective upon the date it is signed by the Commander and District Engineer, United States Army Engineer District, Louisville.

UNITED STATES DEPARTMENT OF  
THE ARMY, ACTING BY AND  
THROUGH THE COMMANDER AND  
DISTRICT ENGINEER, UNITED  
STATES ARMY ENGINEER DISTRICT,  
LOUISVILLE

BY: \_\_\_\_\_  
Christopher G. Beck  
Colonel, Corps of Engineers  
Commander and District Engineer,  
United States Army Engineer  
District, Louisville

CERTIFICATE OF AUTHORITY

I, W. David Denton, Denton Law Firm, PLLC, do hereby certify that I am the principal legal officer of the City of Paducah, Kentucky, that the City of Paducah, Kentucky is a legally constituted public body with full authority and legal capability to perform the terms of the MOU between the United States Department of the Army and the City of Paducah, Kentucky in connection with the Proposed Work to be provided or performed prior to the execution of a Project Partnership Agreement for the Ohio River Shoreline, Paducah, Kentucky, Reconstruction Project and that the person who executed this MOU on behalf of the City of Paducah, Kentucky has acted within her statutory authority.

Witness the signature of W. David Denton, Denton Law Firm, PLLC, City Attorney, City of Paducah, Kentucky, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF PADUCAH, KENTUCKY

BY: \_\_\_\_\_  
W. David Denton, Denton Law Firm,  
PLLC, City Attorney, City of  
Paducah, Kentucky

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE  
A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF  
THE ARMY AND THE CITY OF PADUCAH FOR WORK PROVIDED OR  
PERFORMED PRIOR TO EXECUTION OF A PROJECT PARTNERSHIP  
AGREEMENT FOR THE OHIO RIVER SHORELINE, PADUCAH, KENTUCKY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to  
execute a Memorandum of Understanding between the Department of the Army,  
represented by the U.S. Army Engineer, Louisville District and the City of Paducah for  
work provided or performed prior to execution of a Project Partnership Agreement for  
Ohio River Shoreline, Paducah, Kentucky.

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, September 22, 2015  
Recorded by Tammara S. Brock, City Clerk, September 22, 2015  
\\no\MOU-Ohio River Shoreline

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 15, 2015

Short Title: Sale of 421 N. 5<sup>th</sup> Street

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By: Melinda Winchester, Steve Ervin

Presentation By: Steve Ervin

### Key Components:

To transfer the last structure in the city-owned Lower Town inventory and promote development within the Lower Town neighborhood, staff recently solicited bids for the sale of 421 N. 5th Street for complete rehabilitation.

### Bids:

In full compliance with the City's procurement policies, staff solicited sealed bids through an advertisement in the Paducah Sun on August 16, 2015. Bids were opened at 3:00 PM on Tuesday, September 1, 2015 with the following results:

#### 421 N. 5th Street Bids:

1. Adam Moyers and Brandi Harless: \$1.00

Adam Moyers and Brandi Harless has submitted a bid that includes the complete rehabilitation of 421 N. 5<sup>th</sup> Street into single family residence. (Please find the proposal attached). The proposed rehabilitation cost is \$175,984.00..

2. Frank and Joanne White: \$1.00

Frank and Joanne White has submitted a bid that proposes to rehabilitate into single family with a fine art photographer studio. (Please find the proposal attached). However, the submitted proposal is non-responsive and could not be fully evaluated due to third party estimate or detail of associated costs for the rehabilitation of the structure not being included.

### Staff Recommendations:

Staff recommendation is that the property be transferred to the highest responsible bidder, Adam Moyers and Brandi Harless for the offer of \$1.00. Upon approval by the City Commission, staff will proceed with the design approvals through the Historical and Architectural Review Commission

Goal:  Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

Funds Available:

Account Name:  
Account Number:

Finance
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Attachments: Elevations

*Steve Ewin*  
Department Head

City Clerk

City Manager

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 15 September 2015

Short Title: 2015-2016 Edward Byrne Memorial Justice Accountability Grant (JAG)

Ordinance     Emergency     Municipal Order     Resolution     Motion

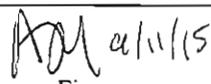
Staff Work By:            Former A/C Stacey Grimes; Sheryl Chino  
Presentation By:        Chief Brandon Barnhill

Background Information:    The Edward Byrne Memorial Justice Accountability Grant (JAG) is a federal formula grant funded through the U.S. Department of Justice.

Through Municipal Order #1843 the Paducah Police Department submitted an application for the 2015-2016 Edward Byrne Memorial JAG grant and has received an award of \$10,912 to purchase 19 body worn cameras. This grant does not require a local cash match.

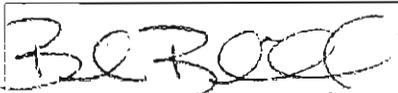
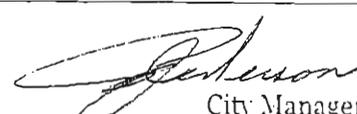
Goal:     Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

Funds Available:    Project Name: 2015/2016 JAG  
                                 Project #: PO0092  
                                 File #: 6.275  
                                 Acct. #: 040-1616-521.23-07  
                                 Budget: \$10,912  
                                 Source of Funds: Federal grant, no local match required

  
Finance

Staff Recommendation: Authorize the Mayor to execute a grant agreement and all related documents.

Attachments: None

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

Meeting Date: 15 September 2015

Short Title: 2015 U.S. Bulletproof Vest Partnership Grant

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work By: Robin Newberry, Sheryl Chino

Presentation By: Chief Brandon Barnhill

Background Information: The U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) Grant Program provides a maximum 50-percent reimbursement for the purchase of body armor for police. The City received \$7,435.61 from this grant program in 2013.

Through Municipal Order #1836, the City Commission approved the submittal of the BVP grant application. The Police Department was awarded \$12,644.54 in BVP funds on August 11, 2015 and 2015 LEPP grant funds will be used as matching funds.

Goal:  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

Funds Available:

Project Name: 2015 DOJ BPV

Project #: PO0091

File #: 6.274

Acct. #: 040-1616-521.23-07

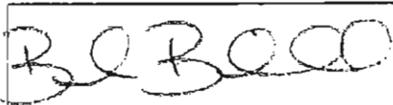
Budget: \$25,289.08

Source of Funds: \$12,644.54 federal grant, \$12,644.54 match - LEPP grant funds

AM 9/11/15  
Finance

Staff Recommendation: Authorize the mayor to execute a grant agreement and related documents.

Attachments: None



Department Head

City Clerk



City Manager

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 22, 2015

### Short Title: Payment to Paducah Convention & Visitors Bureau Sponsorship for 2015 Rayovac FLW Series Championship

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jeff Pederson  
Presentation By: Jeff Pederson

### Background Information:

On November 26, 2014, the Paducah Convention and Visitors Bureau entered into a Site Agreement with FLW, LLC, to host a FLW Rayovac Championship on the Ohio River in Paducah, Kentucky October 29-31, 2015. Pursuant to this agreement, the CVB agreed to pay \$35,000 cash to FLW and to provide certain in-kind services, said hosting costs total \$45,000.

The Convention & Visitors Bureau has requested that the City split the costs of hosting the tournament, and agrees that the total contribution from the City of Paducah shall not exceed \$22,500.

Payment #1 to the Paducah Convention & Visitors Bureau in the amount of \$11,250 was paid in June 2015. An invoice in the amount of \$11,250 for Payment 2 in the amount of \$11,250 has now been received. Since total payment exceeds \$20,000, Commission action is required to approve Payment 2.

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

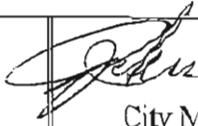
**Funds Available:** Account Name: Investment Fund  
Account Number: 004-0401-536-2307

AM 9/11/15  
Finance

**Staff Recommendation:** Approve payment of Invoice #2 in the amount of \$11,250

### Attachments:

- Copy of Site Agreement between FLW and the Paducah CVB
- e-mail from Fowler Black setting forth financial arrangements & Inv. #1
- Ordinance

Department Head	City Clerk	 City Manager
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# Agenda Action Form

## Paducah City Commission

Meeting Date: September 22, 2015

Short Title: **Setting Tax Levies: Ad Valorem Properties -- FY2016**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

### Background Information:

Real estate and personal property tax levies for the City's General Fund and Paducah Junior College (PJC) as well as another (non-City) tax jurisdiction, the Paducah Independent School District, are proposed to be set as per the attached ordinance. Please refer to exhibits 1-3 for a history of the ad valorem tax levies for real estate (*exhibit 1*), personal (*exhibit 2*) & inventory (*exhibit 3*).

The City's General Fund real estate tax levy is proposed to be \$25.5 cents per \$100 AV. The proposed FY2016 rate is 56% of what the rate was in FY1995, when the City starting making a conscious effort to lower real estate tax rates (*see exhibit 1*).

The City's General Fund personal tax levy is proposed to be \$39 cents per \$100 AV. The proposed FY2015 rate is 23% less than the FY1995 rate (*see exhibit 2*).

The City and PJC eliminated inventory taxes (*see exhibit 3*) on businesses in order to encourage business growth in Paducah many years ago. As you may recall, the City's inventory rate was phased out over a four-year period, 1998 through 2002, and fully eliminated in FY2003. The inventory tax revenue would have been nearly \$1.0 million in FY2016, if it were still in place.

Staff proposes the City's tax levy be set at 25.5 cents per \$100 assessed value (AV), the same rate as last year (FY2015). The FY2016 compensating rate is 24.7 cents per \$100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 25.7 cents. The City of Paducah is proposing to take an amount less than the 4% allowed by KRS, as it has many times in the past (*see chart A*).

From FY2001 to FY2016, the City of Paducah has dropped its real estate tax levy by 4.5 cents, while the School District tax levy increased 20.3 cents (*see chart B*). The Paducah Independent School District real estate levy will increase 2.9 cents to 80 cents/\$100 AV. While Paducah's levy was 25.5 cents last year, in a survey of 18 Kentucky cities last fall,

it was established that Paducah's rate was less than the group's average (\$.2672). The historical average (FY2011-FY2015) of property tax rates for the cities surveyed continues to rise each year (see chart C). Last year, Paducah's rate was over a cent below the group's average of 26.72 cents.

The property tax levy ordinance will be introduced on September 22, 2015 with the second and final reading on October 6, 2015. Since the City's proposed tax levy is greater than the 'compensating rate' of 24.7 cents per \$100 AV, a public hearing is required; a public hearing is scheduled for September 22, 2015.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

9/4/2015  
Finance

**Staff Recommendation:**

Recommend that the Mayor and Commission adopt the proposed 2015-2016 real estate and personal ad valorem tax levies as proposed.

**Motion:**

I move that an ordinance setting the levies and rates of taxation on all property in the City of Paducah, Kentucky, subject to taxation for municipal purposes and for school purposes for the period from July 1, 2015, through June 30, 2016, be adopted.

**Attachments:** Tables of Historic Tax Levies (3); Charts (3)

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015-10-\_\_\_\_\_

AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2015 THROUGH JUNE 30, 2016, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2015, through June 30, 2016, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty five and 5/10 cents (\$.255) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2015, through June 30, 2016, upon all taxable personal property including motor vehicles and watercraft, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty-nine cents (\$0.390) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. All taxes levied by Section 1 and 2 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2015, through June 30, 2016.

SECTION 4. There is hereby further levied an ad valorem tax of one and 7/10 cents (\$0.017) on each one hundred dollars (\$100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2015, through June 30, 2016, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 5. There is hereby further levied an ad valorem tax of one and 7/10 cents (\$0.017) on each one hundred dollars (\$100.00) of assessed valuation of all personal property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2015, through June 30, 2016, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of three and 1/10 cents (\$0.031) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2015, through June 30, 2016, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, budget and levy the following taxes for the period from July 1, 2015, through June 30, 2016, an ad valorem tax of eighty cents (\$0.800) on each one hundred dollars (\$100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 8. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all personal property in said City subject to taxation for school purposes. Pursuant to said resolution, budget and levy the following taxes for the period from July 1, 2015, through June 30, 2016, an ad valorem tax of

eighty cents (\$0.800) on each one hundred dollars (\$100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 9. The taxes levied under this ordinance are summarized as follows:

PURPOSE	RATE PER \$100.00
<b>GENERAL FUND OF THE CITY:</b>	
Real Property	\$0.255
Personal Property (except inventory)	\$0.390
Motor Vehicles and watercraft	\$0.390
<b>SCHOOL PURPOSES:</b>	
<b>PADUCAH JUNIOR COLLEGE</b>	
Real Estate	\$0.017
Personal Property (except inventory)	\$0.017
Motor Vehicles and watercraft	\$0.031

SECTION 10. The City of Paducah shall collect the following taxes for the Board of Education:

<b>PADUCAH INDEPENDENT SCHOOL DISTRICT</b>	
Real Property	\$0.800
Personal Property (including inventory)	\$0.800

SECTION 11. Property taxes levied herein shall be due and payable in the following manner:

- (1) In the case of tax bills which reflect an amount due of less than Six Hundred Dollars (\$600.00), the payment shall be due on November 1, 2015, and shall be payable without penalty and interest until November 30, 2015.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
  - (a) The first half payment shall be due on November 1, 2015, and shall be payable without penalty and interest until November 30, 2015.

(b) The second half payment shall be due on February 1, 2016, and shall be payable without penalty and interest until February 29, 2016.

SECTION 12. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 13. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners September 22, 2015  
Adopted by the Board of Commissioners October 6, 2015  
Recorded by Tammara S. Sanderson, City Clerk, October 6, 2015  
Published by The Paducah Sun, October \_\_, 2015  
\ord\finance\tax rate FY2016



**City of Paducah, KY  
Real Estate Property Tax - Levy History from 1995**

FISCAL YEAR	GENERAL FUND (1)	AEPF PENSION TRUST (3)	CITY TOTAL	CITY PERCENT OF TOTAL BILL	PADUCAH JUNIOR COLLEGE (4)	PADUCAH PUBLIC LIBRARY (4)	PADUCAH INDEPEND SCHOOLS (4)	NON-CITY TOTAL (4)	NON-CITY PERCENT OF TOTAL BILL (4)	GRAND TOTALS
1995	0.438	0.013	0.451	41.338%	0.032	0.046	0.562	0.640	58.662%	1.091
1996	0.436	0.013	0.449	39.876%	0.032	0.045	0.600	0.677	60.124%	1.126
1997	0.327		0.327	32.831%	0.032	0.043	0.594	0.669	67.169%	0.996
1998	0.327		0.327	33.131%	0.032	0.043	0.585	0.660	66.869%	0.987
1999	0.318		0.318	32.219%	0.030	0.041	0.598	0.669	67.781%	0.987
2000	0.300		0.300	31.283%	0.029	0.040	0.590	0.659	68.717%	0.959
2001	0.300		0.300	32.644%	0.022		0.597	0.619	67.356%	0.919
2002	0.300		0.300	32.538%	0.022		0.600	0.622	67.462%	0.922
2003	0.300		0.300	32.609%	0.022		0.598	0.620	67.391%	0.920
2004	0.300		0.300	31.983%	0.021		0.617	0.638	68.017%	0.938
2005	0.300		0.300	31.949%	0.021		0.618	0.639	68.051%	0.939
2006	0.300		0.300	31.546%	0.020		0.631	0.651	68.454%	0.951
2007	0.275		0.275	29.826%	0.019		0.628	0.647	70.174%	0.922
2008	0.250		0.250	26.596%	0.018		0.672	0.690	73.404%	0.940
2009	0.250		0.250	26.596%	0.018		0.672	0.690	73.404%	0.940
2010	0.250		0.250	26.427%	0.018		0.678	0.696	73.573%	0.946
2011	0.250		0.250	25.336%	0.018		0.711	0.729	74.464%	0.979
2012	0.250		0.250	24.631%	0.018		0.747	0.765	75.369%	1.015
2013	0.250		0.250	24.655%	0.017		0.747	0.764	75.345%	1.014
2014	0.255		0.255	24.543%	0.017		0.767	0.784	75.457%	1.039
2015	0.255		0.255	24.449%	0.017		0.771	0.788	75.551%	1.043
2016	0.255		0.255	23.787%	0.017		0.800	0.817	76.213%	1.072

**NOTES:**

- (1) General Fund Operation of the City.
- (2) Appointive Employee Pension Fund (AEPF); discontinued in FY1997.
- (3) Non-City tax levies.

Exhibit 2

**City of Paducah, KY  
Personal Property Tax - Levy History From FY1995 \***

FISCAL YEAR	GENERAL FUND (1)	PENSION TRUST (2)	CITY TOTAL	CITY PERCENT OF TOTAL BILL	PADUCAH JUNIOR COLLEGE (3)	PADUCAH PUBLIC LIBRARY (3)	PADUCAH INDEPEND SCHOOLS (3)	NON-CITY TOTAL	NON-CITY PERCENT OF TOTAL BILL	GRAND TOTALS
1995	0.490	0.015	0.505	42.652%	0.034	0.050	0.595	0.679	57.348%	1.184
1996	0.390		0.390	36.313%	0.034	0.050	0.600	0.684	63.687%	1.074
1997	0.390		0.390	36.178%	0.034	0.050	0.604	0.688	63.822%	1.078
1998	0.390		0.390	36.078%	0.034	0.050	0.607	0.691	63.922%	1.081
1999	0.390		0.390	36.381%	0.034	0.050	0.598	0.682	63.619%	1.072
2000	0.390		0.390	36.654%	0.034	0.050	0.590	0.674	63.346%	1.064
2001	0.390		0.390	38.652%	0.022		0.597	0.619	61.348%	1.009
2002	0.390		0.390	38.424%	0.022		0.603	0.625	61.576%	1.015
2003	0.390		0.390	38.348%	0.022		0.605	0.627	61.652%	1.017
2004	0.390		0.390	37.938%	0.021		0.617	0.638	62.062%	1.028
2005	0.390		0.390	37.864%	0.021		0.619	0.640	62.136%	1.030
2006	0.390		0.390	37.464%	0.020		0.631	0.651	62.536%	1.041
2007	0.390		0.390	37.356%	0.019		0.635	0.654	62.644%	1.044
2008	0.390		0.390	35.358%	0.018		0.695	0.713	64.642%	1.103
2009	0.390		0.390	35.912%	0.018		0.678	0.696	64.088%	1.086
2010	0.390		0.390	35.912%	0.018		0.678	0.696	64.088%	1.086
2011	0.390		0.390	34.853%	0.018		0.711	0.729	65.147%	1.119
2012	0.390		0.390	33.766%	0.018		0.747	0.765	66.234%	1.155
2013	0.390		0.390	33.795%	0.017		0.747	0.764	66.205%	1.154
2014	0.390		0.390	33.220%	0.017		0.767	0.784	66.780%	1.174
2015	0.390		0.390	33.107%	0.017		0.771	0.788	66.893%	1.178
2016	0.390		0.390	32.312%	0.017		0.800	0.817	67.688%	1.207

NOTES:

- (1) General Fund Operation of the City.
- 2) Appointive Employee Pension Fund (AEPF); discontinued levy in FY95/96.
- 3) Non-City tax levies. Library became a County Library in FY2001.
- \* Includes commercial furniture, fixtures, equipment, inventory, mfg. goods, finished & in transit goods, & motor vehicles as reported by the PVA. Inventory tax levy separated out in year 1999.

Exhibit 3

**City of Paducah, KY  
Inventory Property Tax - Levy History From FY1995 \***

FISCAL YEAR	GENERAL FUND (1)	AEPF PENSION TRUST (2)	CITY TOTAL	PADUCAH JUNIOR COLLEGE (3)	PADUCAH PUBLIC LIBRARY (3)	PADUCAH IND SCHOOLS (3)	GRAND TOTALS
1995	0.490	0.015	0.505	0.034	0.050	0.595	1.184
1996	0.390		0.390	0.034	0.050	0.600	1.074
1997	0.390		0.390	0.034	0.050	0.604	1.078
1998	0.390		0.390	0.034	0.050	0.607	1.081
1999	0.280		0.280	0.024	0.050	0.598	0.952
2000	0.210		0.210	0.018	0.050	0.590	0.868
2001	0.140		0.140	0.012		0.597	0.749
2002	0.070		0.070	0.006		0.603	0.679
2003						0.605	0.605
2004						0.617	0.617
2005						0.619	0.619
2006						0.631	0.631
2007						0.635	0.635
2008						0.695	0.695
2009						0.678	0.678
2010						0.678	0.678
2011						0.711	0.711
2012						0.747	0.747
2013						0.747	0.747
2014						0.767	0.767
2015						0.771	0.771
2016						0.800	0.800

**NOTES:**

- 1) General Fund Operation of the City; discontinued levy in FY2003.
- 2) Appointive Employee Pension Fund (AEPF); discontinued levy in FY1996.
- 3) Non-City tax levies; Library became a County Library in FY2001
- \* Includes inventory, mfg. goods, and finished & in transit goods, as reported by the PVA. Inventory tax levy separated out in FY1999.

Chart B

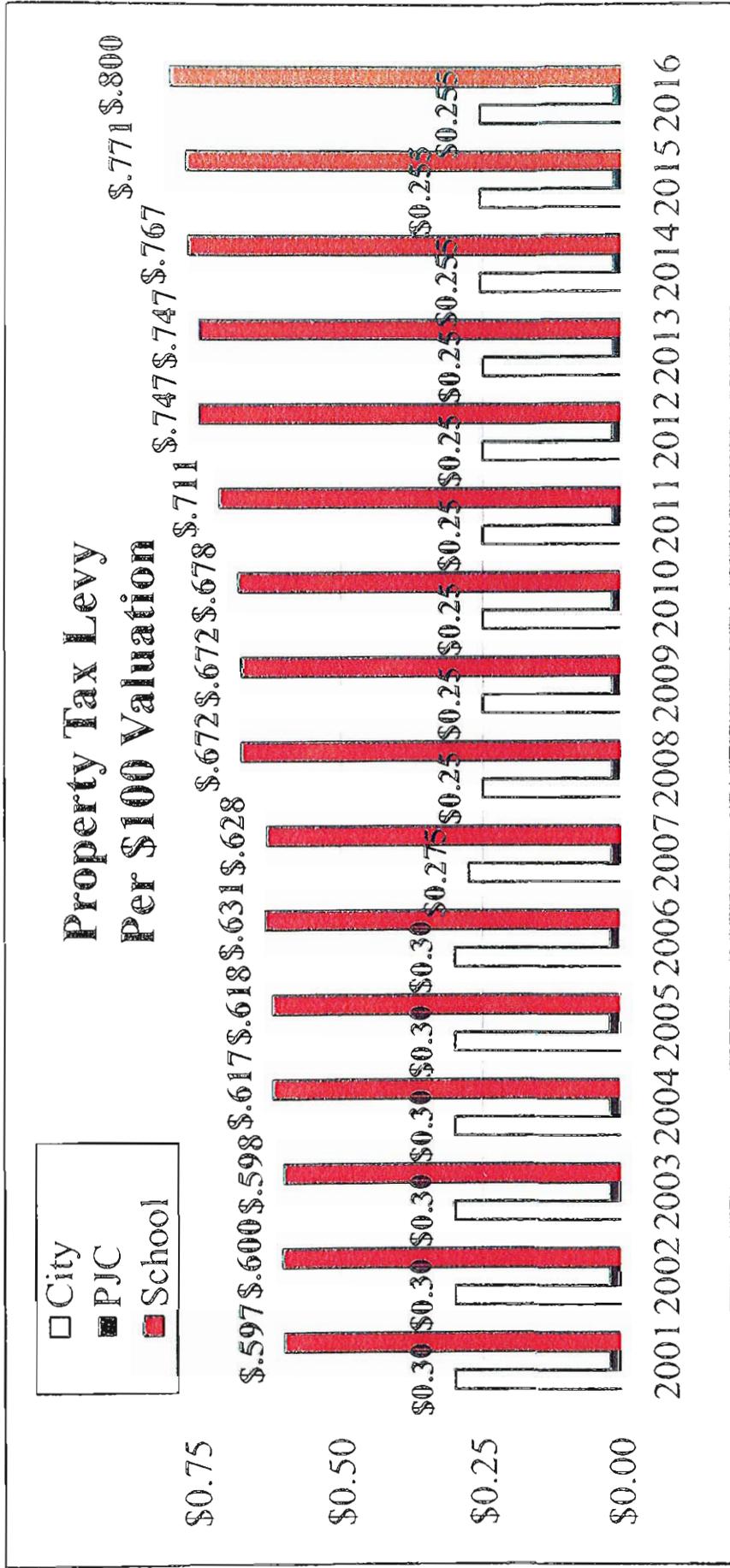


Chart C

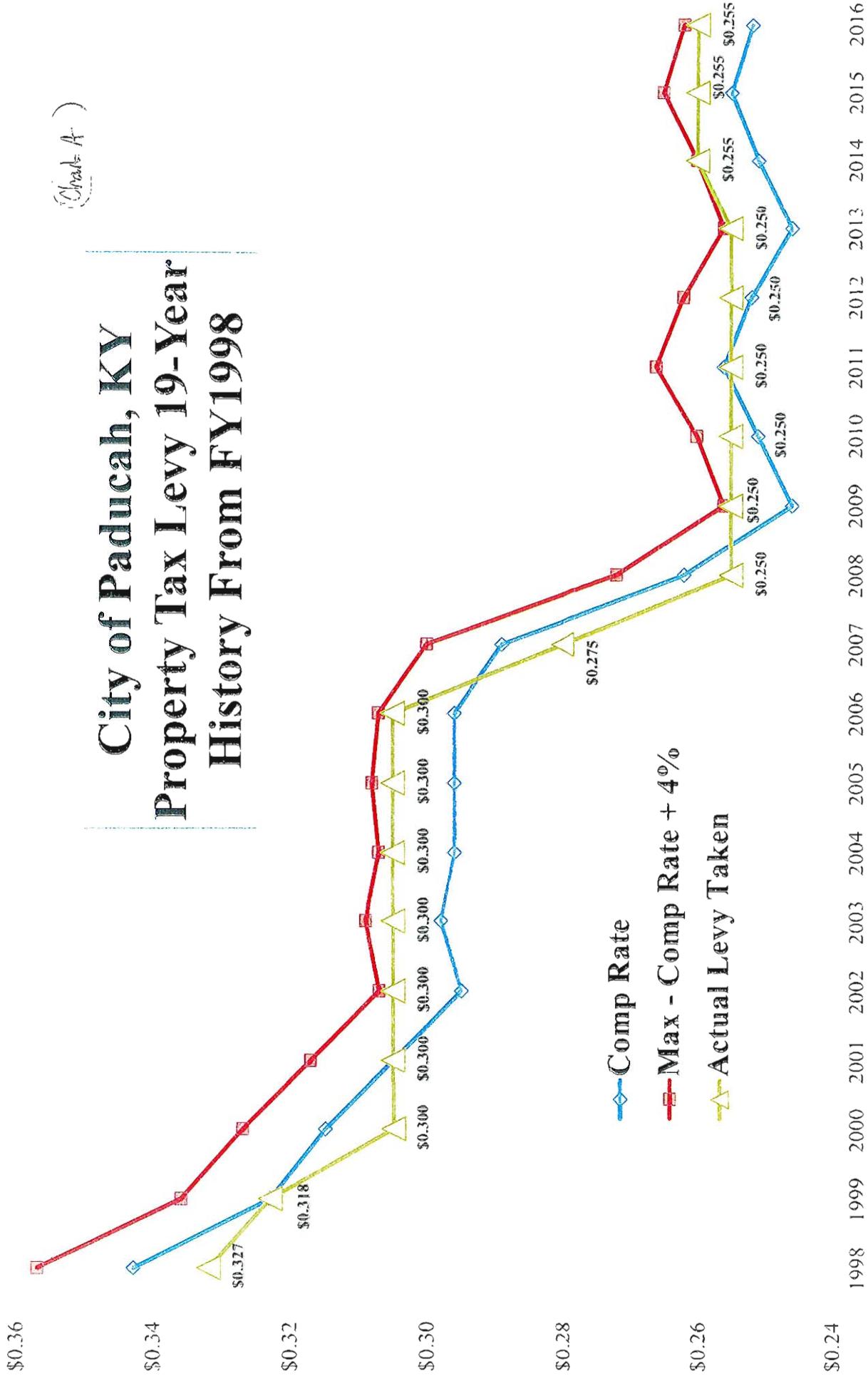
City of Paducah, KY  
Real Estate Property Tax Levies - Yearly Average of Cities Surveyed  
Rate per \$100 A.V

Rate Per \$100 AV	FY2011	FY2012	FY2013	FY2014	FY2015
\$0.30					
\$0.27					
\$0.24	\$0.2530	\$0.2585	\$0.2609	\$0.2611	\$0.2672
\$0.21					
\$0.18					
\$0.15					
\$0.12					
\$0.09					
\$0.06					
\$0.03					
\$0.00					

Run date: 9-4-2015 9:11 AM

Chart A

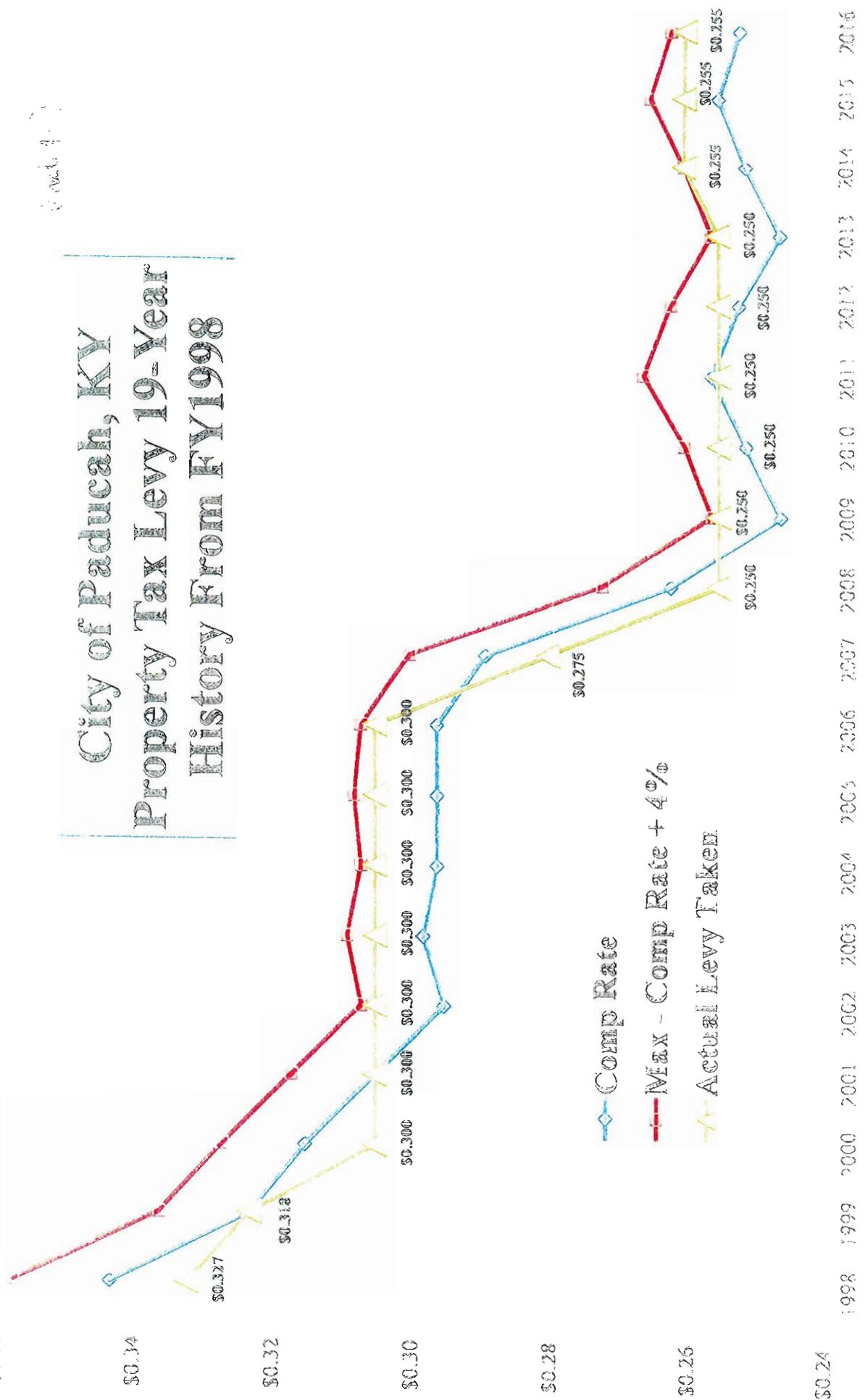
# City of Paducah, KY Property Tax Levy 19-Year History From FY1998



Source: Don Perkins Excel Property Tax Management Real Estate Tax Levy - History of comp rate (CR), CR + 4%, vs. actual levy from FY1998

Run Date: 02/20/2014 1:30

\$0.36



Source: Paducah City Management Report - State and Local Tax Levy History - 1998-2016

Standard 5 - 2019 - 15%

\$0.35

\$0.34

\$0.32

\$0.30

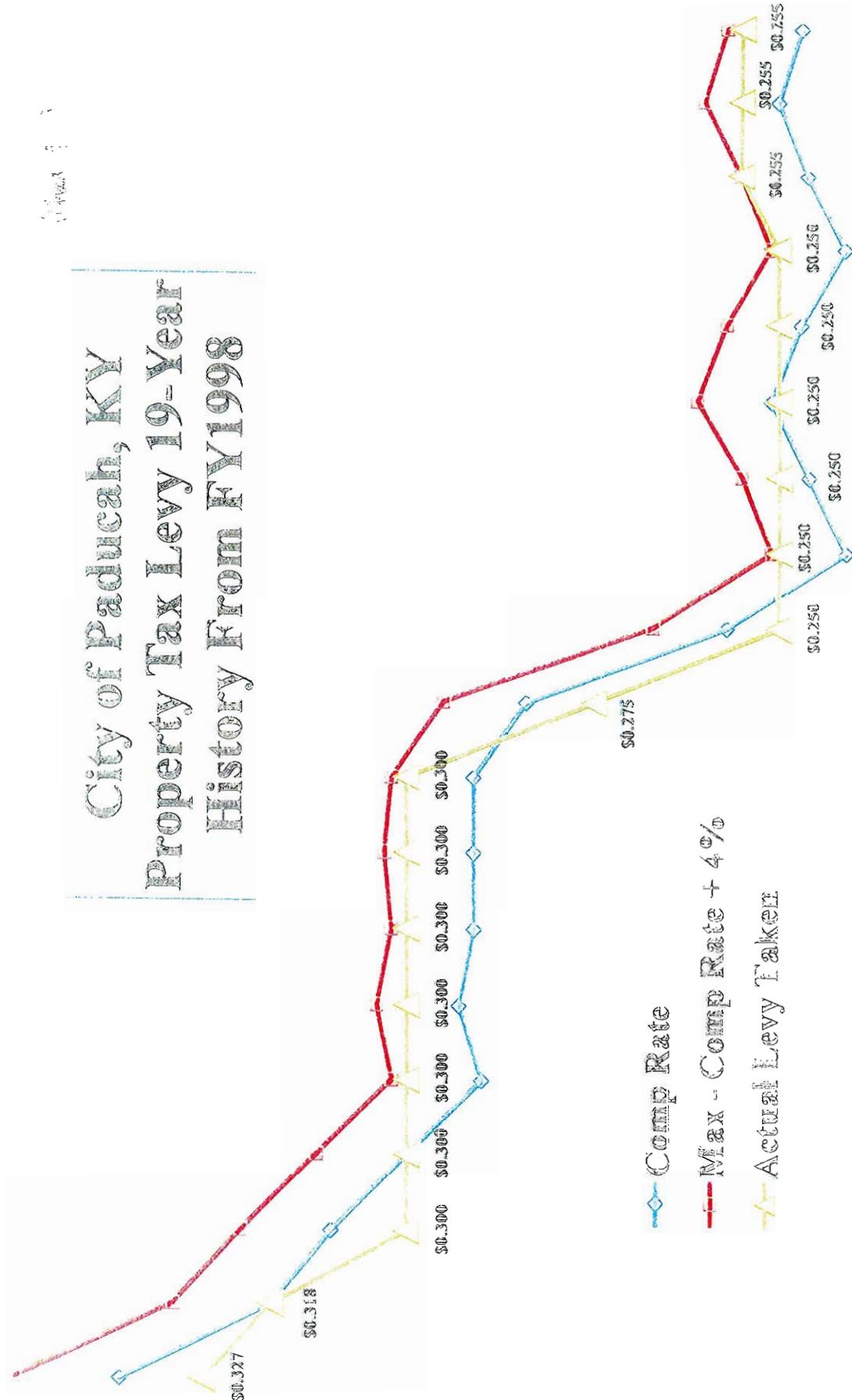
\$0.28

\$0.26

\$0.24

1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016

# City of Paducah, KY Property Tax Levy 19-Year History From FY1998



Comp Rate

Max - Comp Rate + 4%

Actual Levy Taken

Standard 5 - 2019 - 15% (Actual Levy from 1998)

Round to 3 decimal places

\$0.36

\$0.34

\$0.32

\$0.30

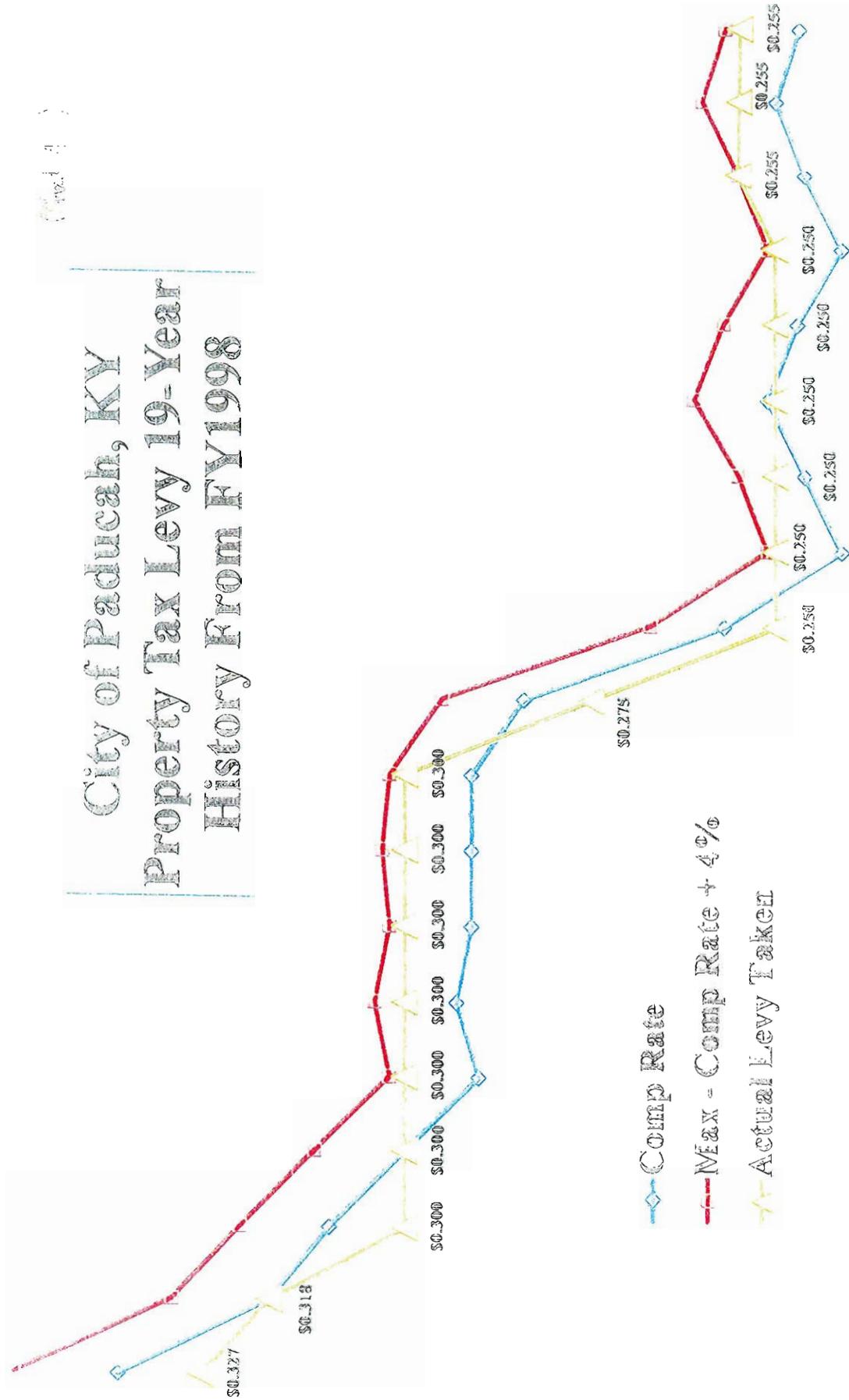
\$0.28

\$0.26

\$0.24

(Cont. 4)

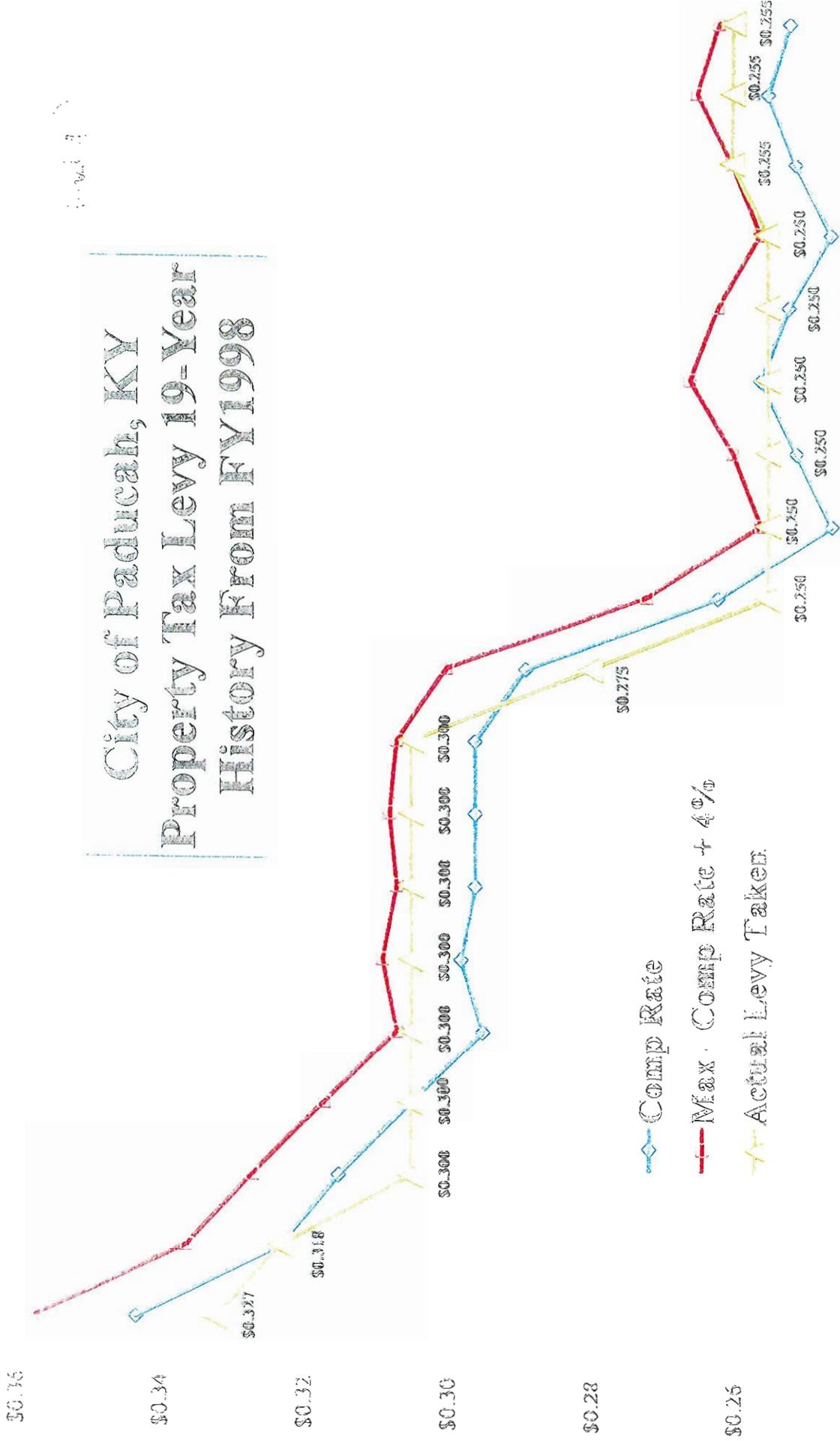
# City of Paducah, KY Property Tax Levy 19-Year History From FY1998



Source: Perkins & Woodruff, Inc. Management Real Estate Services, Inc. History of Comp Rate (CR) 4% vs. actual levy from FY1998

Revision: 07/2015 9:11 AM

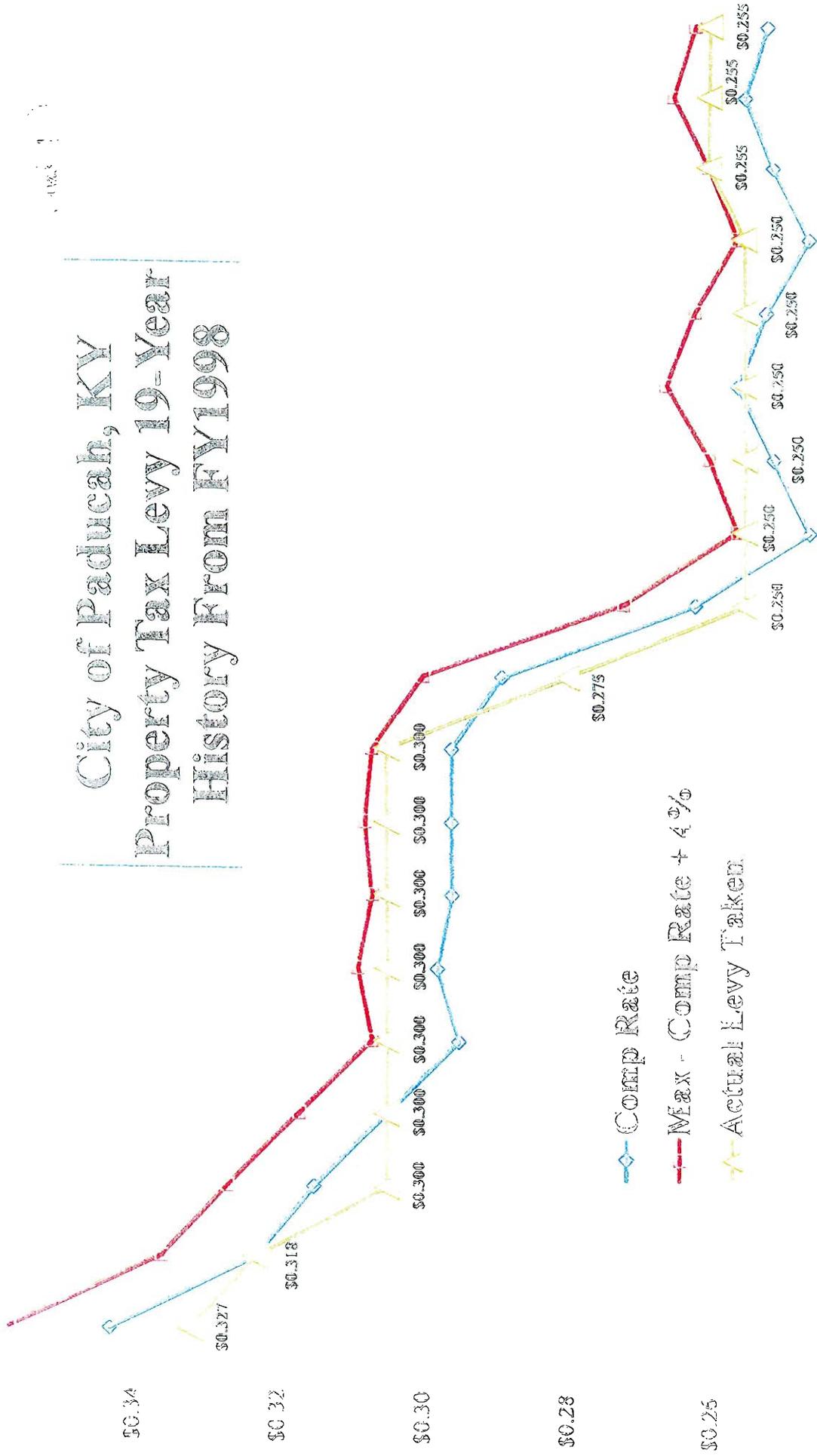
# City of Paducah, KY Property Tax Levy 19-Year History From FY1998



City of Paducah used Property Tax Valuation Report State Tax Levy History of Comp Rate (CR) 4% as actual levy from FY1998

\$0.36

# City of Paducah, KY Property Tax Levy 19-Year History From FY1998



\$0.24

Run Date: 04/20/15 9:01 AM

\$0.35

\$0.34

\$0.32

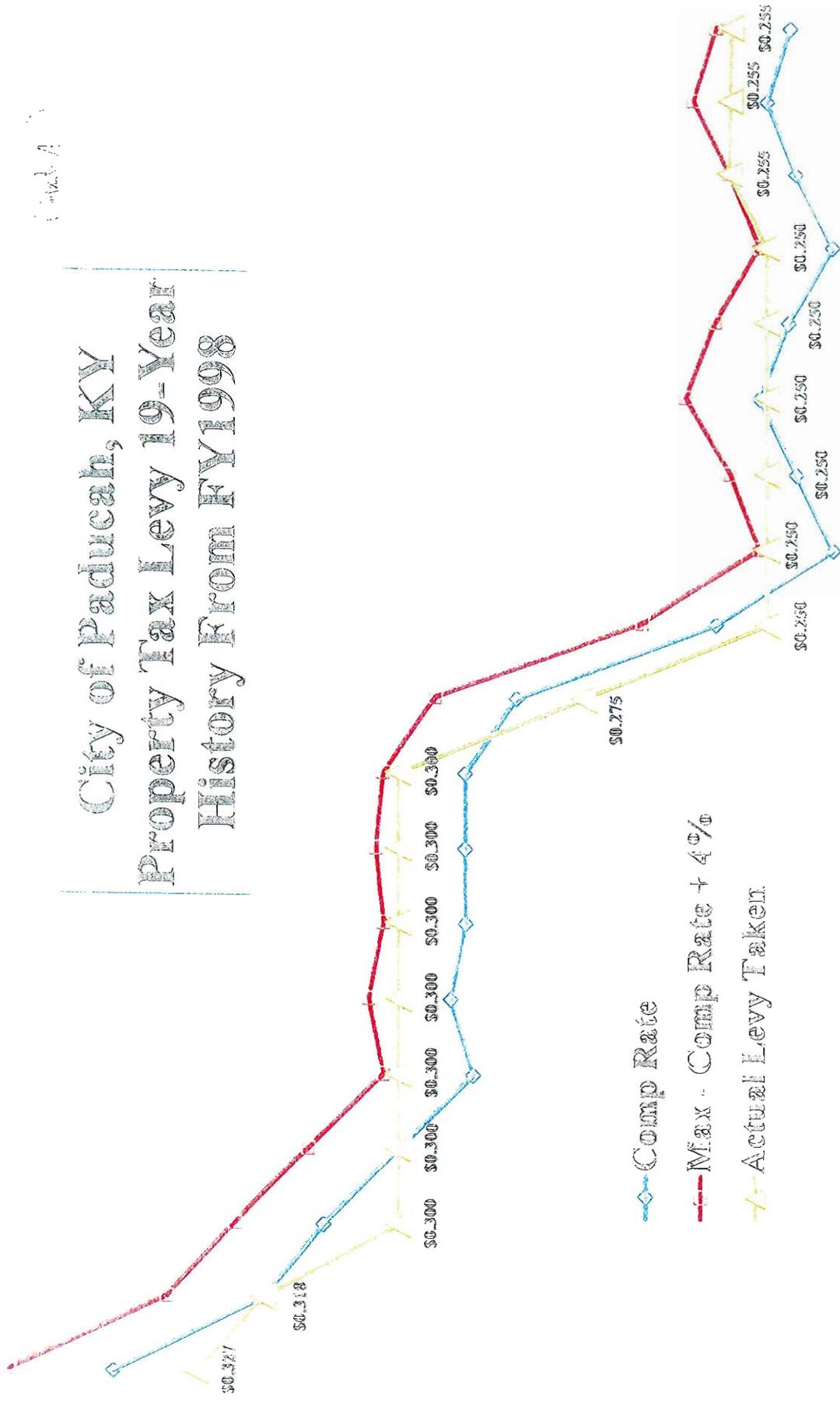
\$0.30

\$0.28

\$0.26

\$0.24

# City of Paducah, KY Property Tax Levy 19-Year History From FY1998



◆ Comp Rate

■ Max - Comp Rate + 4%

▲ Actual Levy Taken

Note: Actual Levy Taken Properties - as Management Report - City of Paducah, KY - History of Comp Rate (4%) (+/- 4%) vs. actual levy from 1998-2016

## Agenda Action Form Paducah City Commission

Meeting Date: 09/22/2015

Short Title: Ordinance authorizing the Mayor to execute a contract with Ratio Architects, Inc. for two (2) architectural/ design service options (Renovation and rehabilitation of the existing City Hall and design services for a New City Hall).

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Jeff Pederson, Rick Murphy, Steve Doolittle, Steve Ervin,  
Presentation By: Jeff Pederson, Rick Murphy, Steve Doolittle, Steve Ervin,

### Background Information:

The City of Paducah published a Request for Qualifications for Architectural Services for design of a City Hall. The Public Notice was published in the Paducah Sun on May 10<sup>th</sup>, 2015.

Four qualified proposals were received by May 26<sup>th</sup>, 2015.

RATIO Architects, Inc.  
Brandstetter & Carroll, Inc.  
Murphy Graves & Trimble, Inc  
RBS Design Group, Architecture

The City Hall Advisory Committee interviewed all four architectural firms on July 20<sup>th</sup> & 21<sup>st</sup> and made the following recommendation:

The City Hall Advisory Committee recommends that the City of Paducah procure the professional services of RATIO Architects, Inc. to provide design and architectural services to the City of Paducah for an amount not to exceed \$1,622,000. The not to exceed amount represents the base-line approach of renovation and rehabilitation of the existing City Hall. Lesser Architectural service fees may become evident with an **option** of all new building approach.

RATIO will partner with Peck Flannery Gream Warren, Bacon Farmer Workman and Marcum Engineering for the Architectural & Engineering Services.

Attached please find the RATIO Letter of Proposal that outlines all architectural and design services.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available:

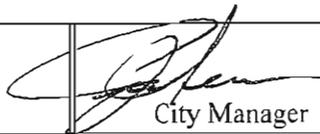
*AM* 9/18/15  
Finance

Account Name: *These costs will be capitalized in a*  
Account Number: *future bond issue*  
Project Number:

Staff Recommendation:

Staff recommends that the Commission adopt an ordinance authorizing the Mayor to execute a contract between the City of Paducah and RATIO Architects, Inc. for two (2) architectural/design service options (Renovation and rehabilitation of the existing City Hall and design services for a New City Hall

Attachments:

 Department Head	City Clerk	 City Manager
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# RATIO

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

September 14, 2015

Mr. Steve Ervin, Director of Planning  
Director of Planning  
City of Paducah  
300 South 5<sup>th</sup> Street  
Paducah, Kentucky 42002-2267

Re: City Hall Project \_ RATIO Letter of Proposal v.4

Dear Steve,

This is truly a significant moment in the development of your great city. As such, RATIO is most appreciative of the opportunity to provide professional services resulting in a signature City Hall project designed on behalf of the citizens of Paducah as their future home of governance for decades to come.

Regarding this proposal and the impending design debate discussed with you in the previous weeks – in order to best initiate a set of business terms that the City of Paducah can formally act upon or authorize, we've chosen to describe in the following proposal letter an implied preference toward a single project approach. That said, we carry a neutral position on the matter and when combined with the understanding that we'll investigate two (2) design options, we believe this to be the best way to describe specific project parameters such as scope, services, schedule and compensation in a format that can be reviewed and authorized by the Committee, or City.

Thus, we have elected to describe herein the "renovation & rehabilitation approach" as a baseline for this proposal, since it would appear to represent a more comprehensive set of design and engineering services. Once final consensus is achieved on the best design direction to pursue at the conclusion of schematic design, our previously contracted services would either continue per this current contract, or if necessary be amended through a change order if lesser engineering services become evident with an optional 'all new' building approach. With your concurrence, we hereby submit the following document that constitutes our design services proposal for your review and authorization.

## PROJECT BASELINE SCOPE

In order to form the initial basis of a contract, we understand the assumed baseline project scope for now will consist of the rehabilitation and renovation of the existing 1963-era city hall facility which houses approximately 50,000 to 60,000 sq. ft. and is situated in the identified 'civic zone' of downtown Paducah. The rehabilitated structure will be remodeled within to accommodate the current governmental departments and programs such as HR, General Government, PRDA, Planning, Finance, Engineering, Fire Prevention, Public Works and an additional inclusion for relocating GIS offices at 2,500 sf. Other functional needs will include shared departmental office spaces and other back-of-house areas such as reception/security, lobby pre-function, commission chambers, conference rooms, kitchenette/break room, mail center, building archives, receiving, restrooms, circulation corridors, stairs, restrooms, safe rooms and mechanical/electrical equipment rooms. We understand program areas such as Credit Union, Police or 911 Essential Services Facilities will not be part of the program scope.

As an architectural symbol of civic pride designed to welcome public participation in the process of local government, the existing renovated and rehabilitated City Hall building may include a number of changes including 1) the introduction of a new entry vestibule and lobby with public accommodations suitable to the public buildings of today; 2) introduction of new glazing fenestration or window details suitable for improving interior daylight into the interior; 3) introduction of new life safety and ADA accessibility requirements with restrooms, chambers, stairs and egress; and lastly 4) introduction of new exterior material improvements suitable for improved thermal performance of the existing uninsulated building envelope, longer lasting material weathering and a timeless architectural building presence. In addition to the architectural modifications, as an 'essential services facility' the engineering design will include re-structuring and/or structural repair of the failing canopy, seismic isolation design with the foundations and replacement of a majority of building MEP/FP/Telecom systems. Regarding sustainable design services, it has been decided by the Owner to not pursue USGBC LEED certification, however due to the GIS and server rooms we would still recommend providing fundamental commissioning as an additional service at a later date.

Regarding historic preservation, the project will seek to preserve and rejuvenate important or unique elements found in the original mid-century modern architecture by Edward Durrell Stone, by we have not included nomination to the US National Register of Historic Places or other preservation credits. We understand that the renovation work mentioned above will attempt to remain consistent with the original design, or if more appropriate, designed to provide a contrast of the original design bringing respectful clarity to the comparative periods of time. Original key elements of the mid-century design do exist within the interior of the building, however given the significant interior remodeling that is anticipated to satisfy expectations of a contemporary workplace designed for flexibility, adaptability, accessibility, security, sustainability and high-performance. Complete demolition of the existing City Hall is not considered part of the project scope, as the building could remain for repurposing by other uses.

With regard to site scope we understand the requirements include new functional changes to the existing City Hall site, surrounding plaza porch, formal landscaping, site lighting, site accessories, signage, service zone and lower level secured access to the facility. The City currently owns an adjacent surface parking lot accommodating approximately 50 vehicles, therefore new vehicular parking is not required in the baseline approach. The baseline project does not require new driveways or street R.O.W improvements other than typical sidewalk connections and/or minor utility patching (note, see Design Services below which describes additional site work master planning and alternatives for a comparative new building approach).

We understand the City intends to relocate existing departments and staff to a temporary remote facility in the SS Building. As such, we understand the existing City Hall will be unoccupied during the period of renovation/rehabilitation. By looking at feasible squarefoot costs and reasonable quality expectations, we understand the project's initial hard construction budget is likely to be in the range of \$15.0M depending on factors to be investigated during the programming and schematic design phases. Please understand the construction budget shown is a preliminary guesstimate at this time and will require validation or adjustment. Further, we anticipate the City's overall total project cost will be in the range of \$17.8M including miscellaneous project soft costs, fees, expenses, furniture, fixtures, equipment, temporary relocation costs and moving expenses. We anticipate the construction budget for a comparable project of new construction could be less than the budget described above for rehab and renovation which this process will determine. Lastly, we understand the project construction work will be procured as a single-prime contract via a single bid-package competitively priced by a qualified list of general contractors.

## DESIGN SERVICES

RATIO Architects, Inc. and its associated sub-consultants will provide Basic Services for the scope of work described above in this letter. Our services will generally follow in accordance with the AIA B101 Standard Form of Agreement Between Owner and Architect, 2007 Edition with mutually agreed upon modifications and amendments. In addition to the prime agreement between the City of Paducah and RATIO, we will establish an AIA Document C141 Consultant Agreement with each sub-consultant named to the project. Related, the City of Paducah may retain other direct sub-consultants, testing agencies or surveying representatives under separate agreement which will be identified and made known to RATIO as part of our agreement.

The design team will be led and managed by RATIO Architects, Inc. as the Design Architect/Prime Consultant. RATIO's services will be led by Principal-In-Charge Rob Proctor, AIA and Project Director Brock Roseberry, AIA. We will be supported by local PFGW Architects as the Architect of Record, BFW as Structural/Civil Engineer, Marcum Engineering as Mechanical/Electrical Engineer, and RATIO as Programmer, Interior Designer, Landscape Architect and Master Planner. Please note that other specialty consultants requested by the Owner may be added to the contract as an additional service once the scope is further refined such as with audio/visual design, commissioning (Cx), security design, FFE, graphic design, topographic surveying, digital scanning, environmental survey work, LEED management and design, utility and storm water design, and hazardous material involvement.

Specific responsibilities will be as follows:

- 1) RATIO will lead overall management, architectural design, preservation, interior planning, interior design and landscape architecture and will facilitate the workshop design process, committee meetings, meeting agenda, meeting summary documentation and a public presentation. RATIO will develop documents required for schematic design and design development using Revit (BIM) modeling software, along with other software 3-D Skp programs in communicating design intent and scope alternatives. Our design renderings will include two (2) exterior and two (2) interior images to describe the schematic design intent, plus one (1) basic video animation fly-thru lasting up to 30 seconds in duration. During the construction documents phase, RATIO will assist PFGW in the limited development of certain construction documents and components. During construction administration, RATIO will assist in the review of specific material submittals, construction mock-up reviews, interior finish and lighting selections, and contractor RFI and ASI clarifications.
- 2) PFGW will lead technical areas including cost estimating, life/safety code reviews, ADA accessibility review, constructability, bidding/negotiation, construction doc's and specifications, construction admin, record drawings and certification of architectural documents for permitting and construction.
- 3) BFW will lead structural and civil engineering with a focus on the existing concrete canopy stabilization work, foundation redesign and interior structural modifications as required for rehabilitating the existing building, including cost, constructability and seismic reviews. The schematic phase of the rehabilitation scenario may include investigation of two possible options noted below, depending on budget and scope direction:
  - a. BFW may investigate a combination of structural engineering isolation techniques for the existing main building mass in order to reduce seismic effects. This structural review will also include rooftop external reinforcing of the concrete canopies to supplement the existing cantilever reinforcement. This will also require investigating the original basement wall design which will be detached from the main level.
  - b. Adding conventional shear walls and the associated foundations to the main building mass to resist seismic effects along with added vertical columns at the perimeter of the canopy to supplement the original cantilevered canopy design.
  - c. BFW will also provide structural and civil engineering concepts for the alternative approach of new construction for comparison.
  - d. Limited civil engineering will be required in the site selection evaluation process for siting a new building option.
- 4) Marcum Engineering will lead mechanical, electrical, fire-protection and telecommunications design for the project. They will also provide fundamental engineering review in the schematic design comparison for a newly constructed building.

Our basic services and workshop intervals will involve the consecutive and sequential phases of schematic design (2 workshops), design development (3 workshops), construction documents (4 workshops), bidding and negotiation, construction administration (8 construction field visits). Except that programming/master planning and schematic design will run concurrently, each phase of design work beyond that will require formal approval from the Committee prior to advancing the design to the next phase of work. We will conduct the specified number of workshop and site visits in each phase in order to maintain an effective schedule of deliverables and to maintain a reasonable number of visits and associated reimbursable travel costs. We anticipate the City will provide departmental review at the 50% and 85% complete levels of construction documents.

We understand the City of Paducah will make available for our use necessary reference documentation like existing CAD/Lidar topo surveys, aerial mapping, previous space needs analysis, utility surveys, existing building as-built documentation, environmental reports and geotechnical sub-surface investigations.

**ADDITIONAL DESIGN SERVICES INCLUDED**

Additional Schematic Design of New Building for Comparison

RATIO understands the additional request to design a new City Hall building alternative for comparison with the baseline renovation/rehabilitation approach described previously. The new building program will match closely with the renovation program in terms of square footage, building cost limitations, types of program spaces, features and design significance, however the process identified herein will assess whether the overall gross square footage needed in the new building approach may be less than what is required in the rehabilitation approach. The new building design will not include 911 Essential Services and will be tied to only one (1) site to be selected by the Committee during the programming and site selection additional service listed below.

Please note that our services for this additional design option will run concurrent and simultaneous with the baseline option to maintain efficiency of design time and travel, in that no additional meetings or presentations will be necessitated. The additional and simultaneous schematic design will be developed with only minimal or diagrammatic level of planning detail and building massing to estimate probable cost and to bring a majority consensus vote within the committee – our deliverables will include interior floor plans, elevations, rendering, site plan and projected costs.

Departmental Space Needs Programming, New Building Site Selection & McNutt Plaza Master Plan

RATIO and its consultants will provide space programming, site selection facilitation and master planning for McNutt Plaza as one grouping of like-services requiring up to two (2) workshops to be completed in advance of schematic design, although certain schematic design tasks will need to be authorized such as site survey work, existing building documentation and modeling, structural assessments, ME systems and cost budgeting. Programming will include review and consultation with City leadership and department directors to understand the most recent staffing and space utilization requirements, including future growth or reduction. We will provide 3D program diagrams along with a square footage matrix to summarize the basis of design.

The site selection effort will facilitate the City in finalizing the review of optional sites to accommodate a new City Hall building. The process will evaluate the pros and cons in order to reduce the list of preferred sites from the current three (3) sites down to one (1). The site design effort will also investigate a long term master plan for the existing McNutt Plaza, incorporating contemporary public park improvements to enable future programming, pedestrian access, group seating, a new water feature or fountain, a performance stage, repositioned existing memorials, universal accessibility to all areas, improved maintenance and seasonal use, festival power requirements, personal safety, site lighting, enhanced plant material, pervious paving and irrigation systems. Also included in the study will be how the Plaza is affected or impacted given the potential location of a new City Hall on the plaza site (if chosen), or the potential closure of 5<sup>th</sup> Street as a building site if chosen as well.

**PROJECT SCHEDULE**

We are prepared to commence design services within one (1) week of receiving written authorization to proceed with the design. For purposes of this proposal and the invoicing schedule, we anticipate the following design phase durations to include four (4) weeks for programming review, site selection and McNutt Plaza master planning; six (6) weeks for both simultaneous schematic design options; nine (9) weeks for design development of the final option; fifteen (15) weeks for construction documents of the final option; four (4) weeks for bidding/negotiation; and a maximum of seventeen (17) months for construction administration to achieve substantial completion. Given one (1) week of review between each design phase, our design services will commence in October 2015 and run continuously through June 2016. Our bidding and construction administration services will run from July 2016 and conclude in January 2018.

**COMPENSATION**

In consideration of the Project Scope, Services, Budget and Schedule, RATIO will provide these Basic Services for a stipulated lump sum fee of One Million Six Hundred Twenty Two Thousand Dollars (\$1,622,000.00) including the following additional services itemized below. Our team has based our services on a range of estimated work and a percentage of construction using the following equation {7.25% for new x 1.33% for renovation = 9.646%}.

<u>Service Category</u>	<u>Design Services Fee</u>
Basic Services for the Renovation/Rehabilitation Approach	\$ 1,447,000
Add'l SD of New Building Comparison	\$ 110,000
City Hall Program'g, Site Selection & Master Plan McNutt Plaza	\$ 65,000
Total Lump Sum Fee (100%)	\$ 1,622,000

<u>Additional Services Excluded</u>	<u>Engineering Fees (tbd)</u>
Fundamental Commissioning	.
Audio-Visual, Security and FFE Design	.
Topographic Surveying & Digital Scanning	.
Environmental Surveying & Engineering	.
USGBC LEED Management, Design and Enhanced Commissioning	.
Civil Engineering Utility and Drainage Design	.
Special Inspection Fees and Geothermal Test Bore Allowance	.
Geotechnical & Subsurface Exploration	.
911 and Essential Services Facility Design	.
Temporary City Hall Relocation Planning	.

**REIMBURSABLE EXPENSES**

Expenses attributable to your project will be invoiced as a Reimbursable Expense at 1.10 times the item's expense. We estimate typical reimbursable expenses for items A through E will not exceed an estimate of Ninety Thousand Dollars (\$90,000.00). We will only invoice for expenses incurred in the interest of the project and will provide back-up receipts with our invoicing as required. Any monies remaining within this estimate at the completion of the project will revert back to the client in full. Expenses may include:

- A. Drawing Reproduction/Photographic Reproduction
- B. Copying
- C. Supplies & Materials for Presentation
- D. Mailing/Express Mail
- E. Mileage/Lodging/Meals/Auto Rental/Travel
- F. Additional Renderings, Physical Models and Video Animation/Fly-through
- G. Surveying/Field Measuring/Laser Scanning and Verifications
- H. Agency Reviews and Fees if outside of the City's pervue
- I. Other, approved, miscellaneous expenses in the interest of the project

**ADDITIONAL SERVICES**

Any additional services that you may request beyond the identified Basic Services will be invoiced at the hourly rate of the personnel assigned to the task. If an additional service is requested, we will prepare a written proposal, identifying our services and compensation for your review and approval prior to initiating such services. Our 2015 hourly rate schedule is as follows, subject to annual adjustment:

1. Principal 1	\$235.00	7. Senior Professional	\$140.00
2. Principal 2	\$210.00	8. Professional	\$115.00
3. Associate Principal 1	\$200.00	9. Graduate Professional	\$100.00
4. Associate Principal 2	\$175.00	10. Intern	\$75.00
5. Senior Associate	\$160.00	11. Administrative	\$75.00
6. Associate	\$150.00		

**PAYMENT SCHEDULE & INSURANCE LIMITS**

Invoices will be monthly in proportion to services performed with payment due upon receipt. Any amounts unpaid thirty (30) days after being received will bear interest at one and one half percent (1 1/2%) per month accrued. As it relates to our standard policy coverage, we will maintain project specific insurance coverage with the following limits:

General Liability	\$1,000,000 each Occurrence Limit, \$2,000,000 Aggregate
Automobile Liability	\$1,000,000 CSL each accident, \$1,000,000 for Hired and Non-Owned Liability
Worker's Compensation	\$500,000 each Accident, \$500,000 Disease Policy Limit
Professional Liability	\$3,000,000 per Claim, \$3,000,000 Aggregate

**ABANDONMENT**

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

Please review this proposal and if all is in order and return a signed original for our file, at which time we will draft an AIA agreement for execution. If you have any questions, do not hesitate to contact me directly. Thank you for considering the RATIO team for this most exciting project.

All the best,



Rob Proctor, Jr, AIA, LEED AP  
Principal | Vice President

Cc: Brock Roseberry, AIA – RATIO Architects, Inc.

**AUTHORIZATION TO PROCEED:**

Authorized by the City Hall Building Committee Representatives  
City of Paducah | Commonwealth of Kentucky

Date

ORDINANCE NO. 2015-10-\_\_\_\_\_

AN ORDINANCE ACCEPTING THE PROPOSAL OF RATIO ARCHITECTS, INC. FOR TWO (2) ARCHITECTURAL/DESIGN SERVICE OPTIONS (RENOVATION AND REHABILITATION OF THE EXISTING CITY HALL AND DESIGN SERVICES FOR A NEW CITY HALL), AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, the City of Paducah published a Request for Qualifications for Architectural Services for Design of a City Hall in the Paducah Sun on May 10, 2015; and

WHEREAS, four qualified proposals were received by May 26, 2015; and

WHEREAS, the City Hall Advisory Committee interviewed all four architectural firms on July 20 and 21, 2015; and

WHEREAS, the Committee recommends that the City of Paducah procure the professional services of RATIO Architects, Inc., to provide design and architectural services.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the proposal of RATIO Architects, Inc., in an amount not to exceed \$1,622,000, for two (2) architectural/design service options (renovation and rehabilitation of the existing city hall and design services for a new city hall), said proposal being in substantial compliance with the Request for Qualifications, instructions and requirements, and as contained in the proposal of RATIO Architects, Inc. of May 26, 2015.

SECTION 2. That the Mayor be authorized to execute a contract with RATIO for two (2) architectural/design service options (renovation and rehabilitation of the existing City Hall and design services for a new city hall), authorized in Section 1 above.

SECTION 3. This expenditure shall be processed through the City Hall Design project account \_\_\_\_\_.

SECTION 4. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 6. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 7. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, September 22, 2015

Adopted by the Board of Commissioners, October 6, 2015

Recorded by Tammara S. Sanderson, City Clerk, October 6, 2015

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

ord\plan\contract-architectural & design services—city hall

# Agenda Action Form Paducah City Commission

Meeting Date: September 22, 2015

Short Title: Authorize Payment for emergency repair of the Cooling Tower at the Parks Service building located at 1400 H. C. Mathis Drive

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 Parks Service building located at 1400 H. C. Mathis Drive, Air Conditioning Cooling Tower became inoperative and did not properly cool the building. Three quotes were obtained to remove and replace the Air Conditioning Cooling Tower, all in excess of \$20,000. The lowest bid received for this work is in the amount of \$26,800.00 as submitted by Commercial Marine & Industrial Heating & Air Conditioning, Inc. Due to the high summer temperatures, the City Manager declared an emergency to exist on September 3, 2015, necessitating the immediate replacement of the Cooling Tower at the Parks Service Building located at 1400 H. C. Mathis Drive. Therefore, Commercial Marine & Industrial Heating & Air Conditioning, Inc. was contacted and directed to proceed with the replacement of the Cooling Tower and the replacement work is in progress.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: EPW PROP./ PLANT  
Account Number: 001-2216-531-3305

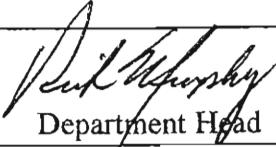
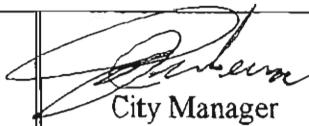
AM 9/18/15  
Finance

### Staff Recommendation:

To authorize the Finance Director to pay Commercial Marine & Industrial Heating & Air Conditioning, Inc., \$26,800 upon the completion of the emergency replacement of the Cooling Tower at the Parks Service Building located at 1400 H. C. Mathis Drive.

### Attachments:

Emergency Declaration and quotes

 Department Head	City Clerk	 City Manager
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Jeff Pederson  
City Manager

CITY OF PADUCAH  
300 South 5th Street  
P. O. Box 2267  
Paducah, KY 42002-2267  
Phone: (270) 444-8503  
Fax: (270) 443-5058  
Email: jpederson@ci.paducah.ky.us

September 3, 2015

The Parks Service building, located at 1400 H. C. Mathis Drive, Air Conditioning Cooling Tower has become inoperative and does not properly cool the building. Three quotes have been obtained to remove and replace the Air Conditioning Cooling Tower, all in excess of \$20,000. The lowest bid received for this work is in the amount of \$26,800.00 as submitted by Commercial Marine & Industrial Heating & Air Conditioning, Inc. Due to the high summer temperatures, it is crucial that the repair of the Cooling Tower be completed as soon as possible.

Therefore, pursuant to Section 2-659(1) of the City of Paducah Procurement Code, an Emergency is hereby declared to exist necessitating the immediate replacement of the Cooling Tower at the Parks Service Building located at 1400 H. C. Mathis Drive. The City Engineer-Public Works Director is hereby directed to take all actions necessary to proceed immediately with the appropriate repairs required. Subsequent to completion of this work, an Ordinance will be presented to the Board of Commissioners for authorization of payment.



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Jeff Pederson, City Manager

# Commercial Marine & Industrial Heating & Air Conditioning, Inc.

Post Office Box 3374  
Paducah, Kentucky 42002-3374

Phone: 270-575-3263  
Fax: 270-575-3296

August 17, 2015

City of Paducah  
Mr. Randy Crouch  
1120 North 10<sup>th</sup> Street  
Paducah, Ky. 42001

## PROPOSAL for Cooling Tower Replacement

CMI Heating & Air Conditioning is pleased to provide you with the following proposal. Replace BAC Cooling Tower serving water source heat pumps.

### SCOPE of WORK

- Remove old cooling tower and dispose of;
- Install one (1) BAC Model # VTL-082-K Cooling Tower Unit;
- Hook to existing electrical, water piping, drain lines and controls;
- Supply crane to install new tower;
- Perform start up on system and check for proper operation;
- Provide factory warranty on new equipment and one (1) year labor warranty.

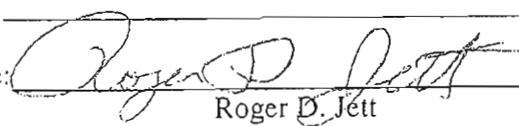
TOTAL PRICE ..... \$26,800.00

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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation.

**Acceptance of Proposal.** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment is expected upon completion of the work unless other prior arrangements have been made.

Owner's Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

CMI Representative:  \_\_\_\_\_ Quotation Expires in 30 days:  
Roger D. Jett

**ICI**  
**MECHANICAL**  
PADUCAH, KENTUCKY

Phone: 270-366-7732 Fax: 270-408-1594

RECEIVED

AUG 18 2015

ENGINEERING  
DEPARTMENT

8-17-2015

RE: Paducah park dept \ Randy

Quote to replace cooling tower

**Scope**

Remove old tower

Set new tower

Piping

Electrical

Start up

Parts and Labor \$33,430.00

L

This quote does not include Chemical treatment

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Please let us know if you have any questions or concerns.

Sincerely,

**Matt Ingram**

Owner/Operator

Phone: 270-217-7356

Email: [matt@icimech.com](mailto:matt@icimech.com)

**Keith Byerly**

Estimator, Project Manager

Phone: 270-816-5781

Email: [keith@icimech.com](mailto:keith@icimech.com)

RECEIVED

AUG 20 2015

# Fiers Heating & A/C,

ENGINEERING  
DEPARTMENT

Website: [www.fiersheatingandac.com](http://www.fiersheatingandac.com)

869 N. H.C. Mathis Dr.

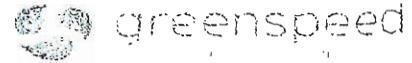
P.O. Box 522

Paducah, KY. 42002-0522

Phone: 270-444-7336 Fax: 270-444-7336



turn to the experts



## QUOTATION

Prepared For:

City of Paducah

Date: August 19, 2015

Quotation #: 050

Customer #: 46

~This Quote is valid for one month from the date it was prepared.

In Reference To: Parks Dept.

Description	AMOUNT
1 - Baltimore Air Coil Cooling Tower M# VTL-082-K Installation & Start Up Material & Labor  ~ Could possibly take up to 12 weeks to get in depending if they have it in stock!	\$29,576.65

THANK YOU FOR YOUR BUSINESS!

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 22, 2015

Short Title: Memorandum of Agreement with Paducah & Louisville Railway, Inc., for Improvement to an Existing At-Grade Railway Crossing for the Olivet Church Roadway 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:

As designed, the Olivet Church Roadway Project requires improvement to an existing at-grade railway crossing owned by Paducah & Louisville Railway "P&L," which is located on Olivet Church Road near Commerce Drive. Due to the expertise level required to improve the existing railway crossing, P&L has agreed to perform the required work in accordance with the attached Memorandum of Agreement. The MOA states that P&L will be responsible for all aspects of the work related to the completion of the railway crossing, including project documents, plans, specifications, construction, permits, inspection and testing.

Upon completion of the railway crossing work by P&L, the City will reimburse P&L the total amount of \$196,381.81. Any costs in excess of this amount will be the responsibility of P&L. However, the City will be responsible to pay on a separate invoice all temporary railway flagging expenses. Additionally, the City will be responsible for the maintenance of traffic and the removal of excess cross-ties or ballasts.

In order to facilitate payment to P&L for this railway crossing work, it is requested that a portion of the remaining Series 2013B Bond Proceeds be transferred to the Olivet Church Roadway Project Account ST0039.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Olivet Church Roadway Proj  
Account Number: 040-3315-532-2307 ST0039

AK 9/18/15  
Finance

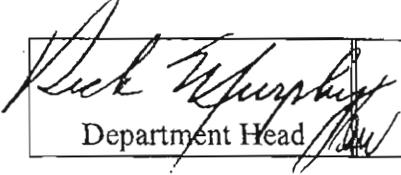
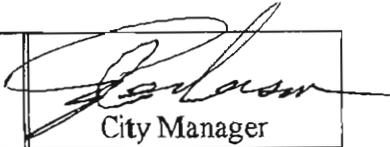
### Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute a Memorandum of Agreement with Paducah & Louisville Railway, Inc., for Improvement to an Existing At-Grade Railway Crossing for the Olivet Church Roadway Improvement Project and to authorize the Finance Director to issue payment to P&L for the following:

- To authorize the transfer of a portion of the remaining Series 2013B Bond Proceeds to the Olivet Church Roadway Project Account ST0039.
- To pay P&L \$196,381.81 upon completion of the railway crossing work.
- To pay P&L the total costs associated with railway flagging on a separate invoice.

Attachments:

Memorandum of Agreement and the railway crossing costs.

		
Department Head	City Clerk	City Manager

**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF PADUCAH, KENTUCKY  
AND  
PADUCAH & LOUISVILLE RAILWAY, INC.**

This MEMORANDUM OF AGREEMENT ("MOA") is entered into by and between the CITY OF PADUCAH, KENTUCKY ("CITY") and PADUCAH & LOUISVILLE RAILWAY, INC. ("GRANTEE").

**Purpose**

The purpose of this Memorandum of Agreement ("MOA") is to set forth the duties and obligations of the parties in the distribution of Kentucky Transportation monies by CITY pursuant to an ordinance adopted by the Board of Commissioners of the City of Paducah, Kentucky on \_\_\_\_\_, 2015 (the "Ordinance"), and the use by the GRANTEE of those funds for improvement of a public, at-grade rail crossing located at Olivet Church Road, Paducah Kentucky (the "PROJECT").

**Section 1. Project Work**

(a) Scope of Work and Budget Summary. The GRANTEE agrees that the PROJECT shall be undertaken and completed as described in the Scope of Work and Cost Estimate (Exhibit A, attached hereto and incorporated herein) for the amount authorized herein. Any cost in excess of the awarded amount that is necessary for completion of the approved Scope of Work and any authorized or unauthorized change to the PROJECT is the sole responsibility of the GRANTEE.

(b) Notice to Proceed. After this MOA is signed by the parties, the CITY shall issue a Notice to Proceed ("NTP") to the GRANTEE authorizing work to begin on the PROJECT. Within ten (10) days of the start of the PROJECT, GRANTEE shall notify CITY that the PROJECT has begun and the estimated completion date. Expenditures made by the GRANTEE prior to the effective date of the NTP shall not be reimbursable.

(c) Project Documents, Plans, and Specifications. The GRANTEE shall have all PROJECT documents, any final design plans and specifications preapproved by CITY prior to beginning work.

(d) Standards and Practices. In performing the construction, the GRANTEE shall comply with the design plans and specifications and applicable state and association design and construction criteria and recommended practices for the type of work undertaken on the PROJECT. The GRANTEE expressly disclaims all other representations and warranties in connection with the design plans and specifications, including, but not limited to, the integrity, suitability or fitness for the purposes of the CITY or any other persons.

(e) Construction Administration and Inspection. The GRANTEE shall be responsible for all aspects of administration, testing, and inspection to ensure the materials and construction meet applicable specifications. This shall include providing on-site inspection of any contractor work activities and the prompt processing of required paperwork associated with any construction contract.

(f) Field Inspections. Prior to work commencing on the PROJECT, CITY may conduct a pre-inspection. Upon the completion of the PROJECT, CITY shall conduct a final inspection to verify that all items in the Scope of Work have been completed as outlined in the MOA. The GRANTEE agrees to allow CITY at its discretion to conduct PROJECT inspections to verify progress and completion of the Scope of Work in conformance with the MOA.

(g) Permits and Licenses. The GRANTEE shall obtain all permits and licenses required to initiate, perform, and complete all phases of the PROJECT prior to beginning work, including those permits to be obtained from CITY for work on or along CITY right-of-way.

(h) Maintenance Obligations. The GRANTEE, its successors, subsidiaries, and assigns, shall maintain the real property and facilities improved pursuant to the PROJECT in a condition acceptable for the transportation purpose of the type and volume contemplated by the PROJECT, for the estimated life of the crossing surface.

(i) Paving and Striping. The CITY shall be responsible for all detour signage, paving and striping and shall remove excess crossties or ballast deemed by GRANTEE as scrap, at CITY's sole expense.

(j) Flagging. If GRANTEE deems it advisable, during any period of construction, to place temporary flaggers for protection of workers on or near the right of way, GRANTEE shall have the right to do so at the expense of CITY. GRANTEE shall separately invoice the CITY for flagging at the end of the Project according to the rates set forth in Exhibit B. The invoice shall be due and payable within thirty (30) days.

## **Section 2. Payments**

(a) Funding. The CITY's share of the total cost of this PROJECT shall be \$196,381.81 (not including flagging expense). Upon submittal of an invoice by the GRANTEE, the CITY agrees to reimburse the GRANTEE the amount within thirty (30) days from the date of receipt.

(b) Allowable Costs. The reimbursable PROJECT costs allowed by this MOA shall be those reasonable costs related to the Scope of Work that are supported by appropriate documentation including: proof of payment, work progress reports, expense billing statements, cancelled checks, bank statements, verified affidavits, and employment reports. Invoices for those allowable costs and reimbursement requests for allowable labor costs for the GRANTEE shall be submitted to CITY upon completion of the PROJECT.

### **Section 3. Duration**

(a) Execution and Effective Date. It is understood that the effective date of this MOA shall be the date signed by the parties.

### **Section 4. Reporting**

(a) Final Reporting. Upon completion of the PROJECT, the GRANTEE shall notify CITY by letter that the PROJECT is complete and shall provide adequate documentation of PROJECT expenses. All charges shall be supported by properly executed invoices, contracts, vouchers, and receipts for any materials, equipment, and labor used on the PROJECT evidencing in proper detail the nature and propriety of the charges. Charges shall show a proof of disbursement in the form of a copy of the cancelled check paying the invoice, or a PAID stamp on the invoice with the paid date.

(b) Certification Letter. With the documentation of the PROJECT expenses, the GRANTEE shall submit a letter to CITY that certifies that: (1) the work detailed in the expenses has been performed and the costs have been incurred in accordance with this MOA; (2) that the costs shown are verified and are true and correct; and (3) that the expense documentation involves no degree of duplication.

### **Section 5. Audit and Inspection**

(a) Audits. The GRANTEE shall permit CITY or their authorized representatives to conduct field reviews, to interview any officer or employee, and to inspect, audit, and approve all phases of the PROJECT. The GRANTEE agrees to allow CITY or their authorized representatives access to any books, documents, papers, records, or other evidence, which are directly pertinent to the MOA for the purpose of financial audit or program review as outlined in the MOA. Each contract and subcontract shall specifically require this permission.

(b) Post Audit Fund Reimbursement. If an audit determines that the GRANTEE was paid any amounts in violation of the MOA, upon written notification by CITY the GRANTEE shall reimburse CITY any grant funds for unallowable expenditures.

(c) Record Retention. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the PROJECT shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. The GRANTEE shall maintain all PROJECT records for three (3) years after the PROJECT is completed.

(c) Prohibited Interest. The GRANTEE agrees to be bound by, and shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A and KRS 45A.340 in its dealings with any member, officer, employee, or agent of CITY during his or her tenure or for one (1) year thereafter.

**Section 6. Dispute Resolution and Indemnification**

(a) Dispute Resolution. Any dispute concerning a question of fact in connection with this MOA that cannot be resolved shall be stated in writing and submitted for arbitration in accordance with the rules of the American Arbitration Association.

(b) Indemnity. GRANTEE shall indemnify and hold the CITY harmless against any and all claims, demands, obligations or litigation that result from: i) any material breach of the MOA by GRANTEE; ii) any and all negligent acts of GRANTEE; and iii) any policy or procedure of the GRANTEE that violates applicable federal, state or local laws.

**Section 7. Termination, Cancellation, and Modification**

(a) Change Orders. The GRANTEE shall submit any requests for changes to the Scope of Work (Attachment A) in writing to the CITY with substantial justification. All approved changes to the Scope of Work shall be executed by the CITY and by the GRANTEE, but such approval shall not increase the funding obligated to the GRANTEE under this MOA.

(b) Termination or Cancellation. CITY may terminate this MOA prior to the start of the Scope of Work. In such event the CITY shall reimburse GRANTEE for any work that was done after the date of the NTP, all costs reasonably incurred by GRANTEE to discontinue the work and for the cost of any material ordered for the Project.

**Section 8. Summary of Attachments**

(a) Scope of Work. The GRANTEE agrees that the PROJECT shall be undertaken and completed as described in the Scope of Work.

(b) Invoice. An invoice(s) for allowable costs shall be submitted to CITY upon completion of the PROJECT.

\* \* \* \* \*

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

**CITY OF PADUCAH, KENTUCKY**

By: \_\_\_\_\_  
Gayle Kaler, Mayor

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

**PADUCAH & LOUISVILLE RAILWAY, INC.**

By: \_\_\_\_\_  
Gerald F. Gupton, V.P. & Chief Engineer

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

**PADUCAH & LOUISVILLE RAILWAY, INC**  
**FLAGGING RATES 2015**

**Per 8 Hour Day:**

Flagman	\$ 90.03	per hour
Truck	\$ 287.80	per day

**Overtime Rates:**

Flagman	\$ 135.04	per hour
Truck	\$ 35.98	per hour

## PADUCAH & LOUISVILLE RAILWAY, INC.

Estimate to reconstruct Olivet Church Road with 120ft of concrete crossing - 160ft of new 115# rail

6/1/2015

**LABOR:**

Foreman -	80 hours	\$	28.00	hour	\$	2,240.00
Machine Operator -	80 hours	\$	24.78	hour	\$	1,982.40
Trackman -	480 hours	\$	24.78	hour	\$	11,894.40
Welder -	16 hours	\$	28.00	hour	\$	448.00
Welder's Helper -	16 hours	\$	24.93	hour	\$	398.88
Signal Maintainer -	24 hours	\$	29.00	hour	\$	696.00
Signalman -	0 hours	\$	-	hour	\$	-
Lead Signalman -	0 hours	\$	-	hour	\$	-
Signal Foreman -	0 hours	\$	-	hour	\$	-

TOTAL LABOR \$ 17,659.68 17,659.68

PER DIEM (ENGINEERING) 25 days \$ 43.00 day \$ 1,075.00 \$1,075.00

PER DIEM (SIGNAL) 0 days \$ - day \$ -

OVER HEAD 2.25% on Labor \$39,734.28 \$39,734.28

**MATERIALS:**

Crossing -	120 lf	\$	288.00	lf	\$	34,560.00
Crossies -7x9x10'	114 each	\$	70.00	each	\$	7,980.00
Tie Plates -	228 each	\$	11.50	each	\$	2,622.00
Rail, #	6.13 n.t.	\$	1,150.00	n.t.	\$	7,049.50
Spikes -	4 keg	\$	62.00	keg	\$	248.00
Anchors -	600 each	\$	1.8500	each	\$	1,110.00
Welds -	6 each	\$	150.00	each	\$	900.00
Asphalt	0 each	\$	-	each	\$	-
Signal, ins. Joints misc	0 set	\$	-	set	\$	-
Switch Stand -	0 each	\$	-	each	\$	-
Ballast -	160 tons	\$	9.25	tons	\$	1,480.00

TOTAL MATERIAL \$ 55,949.50 \$55,949.50

Ky sales tax 6% \$3,356.97 \$3,356.97

Total Material \$59,306.47 \$59,306.47

**EQUIPMENT**

Backhoe	6 day	\$	267.00	day	\$1,602.00
Tamper	1-Jan day	\$	1,789.00	day	\$1,789.00
Regulator	1 day	\$	1,026.00	day	\$1,026.00
Truck 1 Ton	8 day	\$	242.00	day	\$1,936.00
Truck 1.5 Ton	8 day	\$	293.60	day	\$2,348.80

Total Equipment \$8,701.80 \$8,701.80

TOTAL JOB ESTIMATED COST \$108,817.55

Note. This proposal is based on a total closure of the crossing for 4 work days for railroad work. All paving and detour signage by the City Of Paducah. Any excess crossies or ballast deemed scrap by railroad to be removed by City.



**P&L**

Olivet Church Road

**FORCE ACCOUNT ESTIMATE**

EFFECTIVE DATE: 05-20-2016

DOT #:296 577D

STATE PROJECT #:

m-1.30

OP #:

CONTRACTOR: INTERRAIL

LOCATION NAME: Olivet Church Road

ESTIMATE #: 1

LOCATION DESCRIPTION:Relocation OF Cantilever gate combos,and re cable crossing

QTY	ITEM	DESCRIPTION	COST
1	MATERIAL	SHOP MATERIAL	\$0.00
1	MATERIAL	CONSUMABLES MATERIAL	\$300.00
1	MATERIAL	FIELD MATERIAL	\$31,478.90
1	MATERIAL	SUB TOTAL MATERIAL	\$31,778.90
1	TAX	SALES TAX	\$1,986.18
1	FREIGHT	5% OF MATERIAL	\$1,588.95
		<b>GRAND TOTAL MATERIAL</b>	<b>\$35,354.03</b>

DAYS	LABOR	DESCRIPTION	COST
50	CONSTRUCTION	1 MANDAY = 10 HOUR WORKDAY PER MAN = \$350.00 PER MANDAY	\$17,500.00
0	SHOP	1 MANDAY = 10 HOUR WORKDAY PER MAN = \$350.00 PER MANDAY	\$0.00
51	MEALS & LODGING	SUBSISTENCE FOR CONSTRUCTION FORCES - \$95.00 PER DAY	\$4,845.00
1	SUPERVISION	INTERRAIL IN SERVICE TESTING AND SUPERVISION @ \$90.00 PER HOUR	\$900.00
	BORING-FT	100 @ \$50 PER FOOT	\$5,000.00
		<b>TOTAL MANPOWER</b>	<b>\$28,245.00</b>

DAYS	ITEM	DESCRIPTION	COST
6	BACKHOE	4 WHEEL DRIVE	\$1,200.00
0	DUMP TRUCK	2-1/2 TON	\$0.00
6	TRUCK & TRAILER	Utility Truck with tools	\$900.00
6	BOOM TRUCK	75' HYDRO-BOOM	\$1,200.00
0	80 HP TRENCHER	HERTZ/VERMEER	\$0.00
12	TRUCK & TRAILER	EQUIPMENT TRUCK AND TRAILOR	\$1,800.00
0	AIR COMPRESSOR	350 CFM COMPRESSOR W/PAVEMENT BREAKER JACKHAMMER	\$0.00
0	DUMPSTER	REFUSE CONTAINER AND DISPOSAL FEE PER MONTH	\$0.00
0	PORT-A-JON	PORTABLE REST ROOM PER MONTH	\$0.00
		<b>TOTAL EQUIPMENT</b>	<b>\$5,100.00</b>

		<b>UP-TO-DATE PLANS</b>	<b>\$1,600.00</b>
		<b>CONTRACT ENGINEERING</b>	<b>\$3,000.00</b>
		<b>P&amp;L- CROSSING TOTAL ESTIMATED Signal COST</b>	<b>\$73,199.03</b>

NOTE: THIS ESTIMATE DOES INCLUDE INSTALLATION OF POWER SERVICE, PLACING SYSTEM IN SERVICE. Does not include any aid to construction for A.C. power.

DISCLAIMER: THIS ESTIMATE SHOULD BE CONSIDERED VOID ONE YEAR FROM THE DATE OF ESTIMATE. IT DOES NOT INCLUDE LABOR AND MATERIAL FOR AC POWER OR ANY OTHER UTILITY AID TO CONSTRUCTION.

PROJECT WOULD BE COMPLETED WITHIN 160 DAYS OF NOTIFICATION TO PROCEED.

**P&L**

Olivet Church Road

**LIST OF MATERIALS-SHOP**

(NON-ORDER ITEMS FOR ESTIMATE ONLY)

EFF. DATE:05-20-2015	DOT #298 571D
STATE PROJECT #:	MILE POST:38.65
OP #:	CONTRACTOR: INTERRAIL
LOCATION NAME:Olivet Church Road	ESTIMATE #: 1
LOCATION DESCRIPTION: Relocate Cantilevers and re cable crossing	

QTY	ITEM NUMBER	DESCRIPTION	UM	PRICE	COST
0	0017605	WIRE, CASE NO.10 AWG FLEX	FT	0.60	\$0.00
0	0017607	WIRE, CASE, TW. PR. NO. 10 AWG	FT	1.00	\$0.00
0	0017625	WIRE, CASE, TW. PR. NO. 14 AWG	FT	0.45	\$0.00
0	0017620	WIRE, CASE NO.14 AWG FLEX OKONITE 112-11-3024	FT	0.66	\$0.00
0	0017635	WIRE, OKONITE, DEL. 0018 AWG #6	FT	1.25	\$0.00
0	GBAR	TERMINAL, RING, AMP 35628, YELLOW #16-#14	EA	0.90	\$0.00
0	LS5-HS6	PANDUIT HEAT SHRINK TAGS	EA	90.00	\$0.00
0	GBAR	TERMINAL, RING, AMP 35627 BLACK #12-#10	EA	0.95	\$0.00
0	GBAR	TERMINAL, RING, AMP 322051, BLUE FOR #6 WIRE AND 1/4" STUD	EA	1.25	\$0.00
0	GBAR	TERMINAL, WIRE, AMP 322007 BLUE FOR #6 WIRE AND 3/8" STUD	EA	1.25	\$0.00
0	9999992	HOUSE, SIGNAL, HANDLING CHARGE	EA	100.00	\$0.00
0	N/A	ELECTRICAL SERVICE INSPECTION FEE	EA	150.00	\$0.00
1	LOT	MISC. SCREWS,BOLTS,NUTS,WASHERS,SILICONE,SEALANT.ETC.....	LT	300.00	\$300.00
<b>CONSUMABLES MATERIAL TOTAL:</b>					<b>\$300.00</b>

**P&L**

Olivet Church Road  
LIST OF MATERIALS-Field

EFF. DATE:05-20-2015	DOT #296 571D
STATE PROJECT #:	MILE POST:m-1.30
OP #:	CONTRACTOR: INTERRAIL
LOCATION NAME:Olivet Church Road	ESTIMATE # 1
LOCATION DESCRIPTION: Relocate Cantilevers and re cable crossing	

QTY	ITEM NUMBER	DESCRIPTION	UM	PRICE	COST
2	0010442	ROD, 5/8" X 8' SECTIONAL GROUND	EA	15.00	\$30.00
0	0010443	COUPLING 5/8" SECTIONAL GROUND ROD	EA	2.46	\$0.00
2	0014335	CONNECTOR, ONE SHOT 2-WAY TYPE GT	EA	7.50	\$15.00
50	4600170	WIRE, #6 SOFT DRAWN BARE COPPER	FT	1.25	\$62.50
2	0013686	BOOTLEG, RAIL CONN. KIT FOR 2 CONNECTIONS	EA	65.00	\$130.00
500	206-11-8245	CABLE, UG 5 COND NO 6 AWG FOR SIGNALS, OKONITE	FT	7.50	\$3,750.00
500	206-11-8927	CABLE UG 7 COND NO 9 AWG FOR SIGNALS, OKONITE	FT	5.75	\$2,875.00
0	206-11-8243	CABLE UG 3 COND NO 6 FOR AC POWER, OKONITE	FT	5.00	\$0.00
75	4XX3597UG	4" INTERDUCT FIBER 500' ROLLS	FT	5.50	\$412.50
10	0015558	COMPOUND, DUCT SEAL, 5 LB PACKAGE	LB	1.54	\$15.40
0	0017605	WIRE, CASE NO.10 AWG FLEX	FT	0.95	\$0.00
0	GBAR	TERMINAL, RING, AMP 35628, YELLOW #16-#14	EA	0.50	\$0.00
0	0017620	WIRE, CASE NO.14 AWG FLEX OKONITE 112-11-3024	FT	0.40	\$0.00
0	0058822	TAPE, UG CABLE MARKER IMPRINT 500'/ROLL	RL	24.37	\$0.00
750	0057275	WIRE, UG TRK TWIST PAIR #6 AWG, OKONITE	FT	3.25	\$2,437.50
0	805971	BATTERY, EMF240R 320AH	EA	360.00	\$0.00
0	805972	BATTERY, EMF340R 425AH	EA	480.00	\$0.00
0	1040550	TRAY, PVC BATT. FIBER CO. 82687-3-P	EA	36.25	\$0.00
2	1710040	CONDUIT, PVC 4 INCH SCHEDULE 40 HEAVY WALL	LN	40.00	\$80.00
0	4200340	LINK, TEST, OFFSET LINK 1IN CENTERS	EA	0.90	\$0.00
0	GBAR	TERMINAL, RING, AMP 35627, BLACK FOR #10 WIRE	EA	0.65	\$0.00
0	GBAR	TERMINAL, RING, AMP 322051, BLUE FOR #6 WIRE AND 1/4" STUD	EA	0.60	\$0.00
0	8000067	P&L RR Lock	EA	30.00	\$0.00
6	6850686	TAPE, ELECTRICAL 3/4" 3M33	RL	3.50	\$21.00
0	1360103	METER POLE, PRE-ASSEMBLED LOAD CENTER	EA	1500.00	\$0.00
0	0054075	GATE SK-1000-C KEEPER, NORMAL MOVEMENT, RIGHT OF TRAFFIC DIR	EA	2724.00	\$0.00
0		38 foot Cantilever and Lights and Bell	EA	21500.00	\$0.00
0		30 foot Cantilever/Gate combo with S60 gates, 2 way Tip and 2 Way mast lights, 39	EA	37635.00	\$0.00
0		20 foot Cantilever/Gate combo with S60 gates, 2 way Tip and 2 Way mast lights, 39 foot gates with Aurora Led gate lights	EA	35670.00	\$0.00
0		1 way sidelights for Gate comb for slide road	EA	2200.00	\$0.00
0		Back to Back flashers	EA	3507.00	\$0.00
2		Pour in place Foundations	EA	4000.00	\$8,000.00
2		39' High Wind Gates W/ Hdwr & buffer leg	EA	875.00	\$1,750.00
2		Back to Back Tip Lights	EA	4000.00	\$8,000.00
0		GATE S-60 ASSEMBLY WITH 2 WAY LIGHTS LED LIGHTS ALUMINUM MAST WITH JUNCTIONBOX BASE,HIGHWIND SUPPORT,RAILROAD CROSSING SIGN & BELL	EA	16500.00	\$0.00
0		S2 Prefab concrete foundations	EA	575.00	\$0.00
2		Narrow Band Shunt	EA	750.00	\$1,500.00
0		Shunt enclosure, with concrete post	EA	1600.00	\$0.00
0		136RE Insulated Joint	EA	385.00	\$0.00
0		Rail Head Bonds	EA	6.50	\$0.00
14		4000 PSI Concrete	YD	100.00	\$1,400.00
50		STONE, CRUSHER RUN	TN	20.00	\$1,000.00
FIELD MATERIAL TOTAL:					\$31,478.90

**P&L**

Olivet Church Road  
LIST OF MATERIALS-SHOP

EFF. DATE:05-20-2016	DOT #296 571D
STATE PROJECT #:	MILE POST:36.65
OP #:	CONTRACTOR: INTERRAIL
LOCATION NAME:Olivet Church Road	ESTIMATE #: 1
LOCATION DESCRIPTION: Relocate Cantlevers and re cable crossing	

QTY	ITEM NUMBER	DESCRIPTION	UM	PRICE	COST
0	IRS-H4X4	HOUSE, 6'X6' ALUMINUM, UNIVERSAL 1/2 INSULATION 3 SHELVES	EA	8900.00	\$0.00
0	0750090	NUT, INSULATED SAFETRAN 023-408-1X	EA	3.33	\$0.00
0	1940055	CONTAINER, CIRCUIT PRINT 24"	EA	8.00	\$0.00
0	4200340	LINK, TEST, OFFSET LINK 1"CENTERS	EA	1.75	\$0.00
0	4200360	LINK, INSULATED TEST, 2-3/8" CENTERS	EA	3.84	\$0.00
0	520434	CRAGG RAILCHARGER 20 AMP / MODEL 20ETC-12V	EA	750.00	\$0.00
0	520740	CHARGER, BATTERY, CRAGG 40ETC-12V CRAGG P/N 520740	EA	875.00	\$0.00
0	8000-80468-0001	2-Track Redundant Case w/ECB, W/o Modules	EA	4255.00	\$0.00
0	8000-80403-0001	CPU-II+ PROCESSOR MODULE	EA	3921.00	\$0.00
0	800-80405-0001	SSCIII 40A CROSSING CONTROL MODULE	EA	4981.00	\$0.00
0	8000-80407-0001	DISPLAY MODULE	EA	2283.00	\$0.00
0	8000-80410-0001	SEAR III INTERNAL RECORDER MODULE	EA	3914.00	\$0.00
0	8000-80418-0001	TRACK MODULE	EA	5518.00	\$0.00
0	8000-80468-0001	TRANSFER MODULE FOR 2 TRACK REDUNDANT SYSTEM	EA	350.00	\$0.00
0	80288	ELECTONIC BELL WITH BUILT IN BELL SENSOR	EA	625.00	\$0.00
0	80281	GATE TIP TRANSMITTER	EA	138.00	\$0.00
0	8027-001	INTELLIGENT CURENT SENSOR (Irod)	EA	666.00	\$0.00
0	80160-111-1PI	3000ND2 crossing predictor	EA	28200.00	\$0.00
0	91160-0011	SSCIII 40 AMP CROSSING CONTROLLER PN/91160	EA	5100.00	\$0.00
0	91170-01	BATTERY/LIGHTING SURGE PANEL / RACK / SAFETRAN	EA	850.00	\$0.00
0	91170-02	LIGHTING SURGE PANEL / RACK / SAFETRAN	EA	850.00	\$0.00
0	80028-41A	AC SURGE PANEL / SAFETRAN	EA	850.00	\$0.00
0	400003	Relay Type ST Neutral 900 Ohms	EA	750.00	\$0.00
0	420000-78x	Socket plugboard Kit	EA	165.00	\$0.00
0	80028-31	BATTERY TRACK SURGE PANEL	EA	450.00	\$0.00
0	80726	VHF Communicator	EA	1872.00	\$0.00
0	91042-19	Jct. Panel	EA	338.00	\$0.00
0	80078	Echlon Termination Unit	EA	92.00	\$0.00
0		Digi 8 recorder North American Signal	EA	1800.00	\$0.00
0		General Electric TD4 track driver	EA	1000.00	\$0.00
0		Ring 10	EA	175.00	\$0.00
0		Potter Brumfield Power Off relay and base	EA	54.00	\$0.00
0		SEAR Recorder	EA	3328.00	\$0.00
0	80297-2	Ground Fault Tester	EA	878.00	\$0.00
				SHOP MATERIAL TOTAL:	\$0.00

ORDINANCE NO. 2015-10-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,  
APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF  
PADUCAH, KENTUCKY AND PADUCAH & LOUISVILLE RAILWAY, INC., FOR  
IMPROVEMENT TO AN EXISTING AT-GRADE RAILWAY CROSSING;  
AUTHORIZE THE FINANCE DIRECTOR TO ISSUE PAYMENT TO PADUCAH &  
LOUISVILLE RAILWAY FOR COSTS ASSOCIATED WITH RAILWAY  
FLAGGING; AND, AUTHORIZING THE TRANSFER OF FUNDS FROM THE  
SERIES 2013 B BOND PROCEEDS ACCOUNT FOR THE OLIVET CHURCH  
ROADWAY PROJECT

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

Section 1. The City hereby approves the Memorandum of Agreement between the City and Paducah & Louisville Railway, for improvement to an existing at-grade railway crossing for the Olivet Church Roadway Project in the amount of \$196,381.81. Further, the City authorizes the Mayor to execute said agreement.

Section 2. The Finance Director of the City of Paducah, Kentucky, is hereby authorized and directed to issue payment at the following rates to Paducah & Louisville Railway for flagging costs associated with the project approved in Section 1 above.

Per 8 Hour Day:

Flagman	\$90.03 per hour
Truck	\$287.80 per day

Overtime Rates:

Flagman	\$138.04 per hour
Truck	\$ 35.98 per hour

Section 3. Funding. The Finance Director is authorized and directed to transfer a portion of the remaining Series 2013B Bond Proceeds to the Olivet Church Road project account ST0039.

Section 4. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of

Section 5. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 6. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

Section 7. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, September 22, 2015  
Adopted by the Board of Commissioners, October 6, 2015  
Recorded by Tammara S. Sanderson, City Clerk, October 6, 2015  
Published by *The Paducah Sun*, \_\_\_\_\_  
\\ord\MOA-P&L Railway-railroad crossing-Olivet Church Rd Project

EXHIBIT A  
MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (this "Agreement") between PADUCAH & LOUISVILLE RAILWAY, INC., a Kentucky for-profit corporation, whose address is 1500 Kentucky Avenue, Paducah, Kentucky 42003 ("Company"); and the CITY OF PADUCAH, KENTUCKY, a municipal corporation of the second class and a body politic and corporate, whose address is P.O. Box 2267, Paducah, Kentucky 42002-2267 ("City").

WHEREAS, Company proposes to establish a new corporate headquarters and office building within the downtown Paducah area (the "Project") on a certain tract of land owned by the City and located at the intersection of Marine Way (formerly 2<sup>nd</sup> Street) and Clark Street (the "Property") in Paducah, McCracken County and more particularly described in Exhibit A; and

WHEREAS, the Project will have a positive impact on the entire community by stimulating the local economy, expanding the tax base, and rejuvenating and stimulating development within the downtown Paducah area; and

WHEREAS, the City leadership strongly supports the location of the Project in downtown Paducah, McCracken County, Kentucky; and

WHEREAS, the community leaders recognize the importance of the future contributions of Company to the economic and employment base of the City; and

WHEREAS, Company has the option to locate the Project in another state; and

WHEREAS, in order to induce the acquisition, location, and construction of the Project in Paducah, McCracken County, Kentucky, City has agreed to provide certain economic incentives to Company for purposes of defraying the cost of construction, installation and equipping of the Project; and

WHEREAS, it is deemed necessary and advisable that this Agreement be entered into by the parties setting forth their agreement with respect to the location, construction, installation of the Project and the maintenance of acceptable levels of employment relating to the Project and the economic incentives to be provided to defray some of the costs thereof; and

WHEREAS, the economic incentives to be provided to Company are in conformity with the "Guidelines For Providing Economic Incentives To Qualified Projects Located Within The Boundaries of the City of Paducah" previously adopted by the City.

THEREFORE, Company and City agree to the following:

A. Company commits to the following:

1. Acquire from City and locate its new corporate headquarters and office building on the Property. Company's commitment to so acquire the Property is subject to City

delivering to Company at Closing (as defined herein) good record and merchantable title to the Property free and clear of all claims, mortgages, liens, encumbrances, or any other adverse interest, and any other adverse matters shown by an accurate survey, by general warranty deed. Each party shall be responsible for their respective costs customary in real estate transactions of this nature and size.

2. Construct, install and equip, at its sole cost and expense, an 18,000 square foot. corporate headquarters and office building (the Property, such corporate headquarters and office building collectively herein referred to as the "Company Headquarters") upon the Property within 14 months of the Closing. Company estimates that the completion date of the Company Headquarters will be approximately 14 months after the Closing (the "Estimated Completion Date"). Although Company cannot guarantee the Estimated Completion Date, it will diligently pursue the completion of construction of the Company Headquarters and will use its best efforts to cause completion of construction by no later than the Estimated Completion Date.

3. Invest over \$3.5 Million Dollars in the construction, installation, and equipping of the Company Headquarters within 14 months of the Closing.

4. Retain and relocate to the Company Headquarters the existing corporate headquarters staff of 46 employees, which employees shall continue to pay all license fees as defined under Article IV of the Paducah Code of Ordinance, Section 106-183. Company shall continue to withhold and report such taxes and fees to the City.

5. Hire a minimum of 12 new full time employees to work at the Company Headquarters, earning an average salary of at least \$74,000.00, and paying all license fees as defined under Article IV of the Paducah Code of Ordinance, Section 106-183 for at least two (2) years following Company's relocation to the Company Headquarter. Company shall withhold and report such taxes and fees to the City. All new employees hired as a result of the Project shall receive a competitive benefits package.

6. Company shall provide to City, at its sole cost and expense, a detailed, verified progress report, reasonably satisfactory to City, its progress in completing the capital investment and employment goals committed herein. Such progress reports will be provided within 6, 12, and 24 months from Closing.

7. In consideration for City conveying and transferring to Company the Property, Company has granted, transferred and conveyed to City Company's property located off of Cairo Road, in Paducah, McCracken, Kentucky, for use by the City in its Greenway Trial project. The quit claim deed from Company to City is dated December 18, 2009 and is of record in Deed Book 1182, page 323, in the McCracken County Court Clerk's office.

B. City commits to following:

1. At Closing, City shall grant, transfer, and convey to Company the Property. The Property shall be conveyed to Company by general warranty deed.

2. City shall provide a maximum cash grant of \$350,000.00 to Company, commencing at such time as the construction contract for the Company Headquarters is awarded by Company. This grant shall be used only to assist defray the cost of constructing, installing, and equipping the Company Headquarters.

3. After Closing, City shall cause to be removed and relocated underground, at its sole cost, all electric utility lines and poles encumbering the Property in order to accommodate the construction of the Company Headquarters on the Property.

4. After Closing, City shall, at its sole cost and expense, construct and maintain a parking lot upon the property more particular described in **Exhibit B** for the joint use of both Company and Four Rivers Center for the Performing Arts, Inc., ("Four Rivers Center") in accordance with the terms of the Second Addendum to the Lease and Construction Agreement dated \_\_\_\_\_, 2010, (the "Second Addendum to Lease") by and among Four Rivers Center, City, and Company.

C. Closing:

Subject to the satisfaction or waiver of all of the conditions to Closing set forth herein, Closing of the transaction contemplated hereby shall be not later than the date which is 30 days following the Effective Date of this Agreement ("Closing"). Closing shall be conducted at the offices of Denton & Keuler at a time to be mutually agreed upon by the parties hereto.

D. Rescission and Reimbursement of Grant Monies:

If construction has not begun on the Company Headquarters within 6 months after Closing the parties will promptly take all reasonable steps to cause the transfers, conveyances and other transactions which occurred at Closing to be rescinded, at no out-of-pocket cost to City, such that as nearly as practicable the parties are restored to the respective positions they were in prior to Closing. In the event construction has not begun within this 6 month period due to unforeseeable causes beyond Company's control and without its fault or negligence, including, but not restricted to, acts of God, acts of a public enemy, unforeseen underground conditions, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortage of materials, unusually severe weather, or delays caused by the failure of contractors or subcontractors to perform, this 6 month period shall be extended for the period of the force majeure delay to a date mutually agreeable to the parties.

If at the times designated in paragraph A., 4 and 5 above, Company has failed to meet the covenanted employment levels it will fully reimburse the City for the cash grant. The aforesaid reimbursement shall include interest at N.Y. prime, as published in the Wall Street Journal, on the date of the receipt of the grant money by Company. Notwithstanding the foregoing, the City may, at their sole discretion: (a) seek only a pro rata reimbursement based on employment actually achieved, or, (b) waive any reimbursement.

E. Contingencies:

The transactions contemplated by this Agreement shall be contingent upon: (i) the completion by Company, to its satisfaction, of due diligence on the Property, (ii) satisfactory completion of legal due diligence, including review of title examinations, surveys, and environmental reports, (iii) approval and consent to the sale and purchase and the terms of this Agreement by the board of directors of Company and the Paducah City Commission; and (iv) the approval and execution of the Second Addendum to Lease by all of the parties thereto.

F. Miscellaneous Provisions:

1. This Memorandum of Understanding is intended to be, and shall be construed as a binding agreement upon the Effective Date.

2. No party shall assign this Agreement without first obtaining the written consent of the other party.

3. Each party shall be responsible for its own professional fees.

G. Effective Date

This Agreement shall not become effective until fully executed and delivered by all the parties hereto and approved by duly adopted ordinances or motions by the Paducah City Commission (the "Effective Date").

**[For signatures see next page.]**

**IN WITNESS WHEREOF, the parties hereto have set their hands.**

**PADUCAH AND LOUISVILLE  
RAILWAY, INC.**

**CITY OF PADUCAH, KENTUCKY**

Signature: \_\_\_\_\_ .....

Signature: \_\_\_\_\_

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

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

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

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

## **EXHIBIT A**

Being Tract A, containing 1.5286 acres, as shown on the Waiver of Subdivision plat of Marine Way in Paducah, McCracken County, Kentucky, for the City of Paducah recorded in Plat Section "M", page 295, in the McCracken County Court Clerk's Office.

Being part of the same property conveyed to The City of Paducah, Kentucky by Quitclaim Deed dated October 12, 2001, of record in Deed Book 967, page 244, in the McCracken County Court Clerk's Office. Being part of the same property conveyed to The City of Paducah, Kentucky by deed dated February 25, 2000, of record in Deed Book 931, page 682, in the McCracken County Court Clerk's Office. Being part of the same property conveyed to The City of Paducah, a Kentucky municipal corporation of the second class, by Quitclaim Deed dated March 18, 2004, of record in Deed Book 1037, page 71, in the McCracken County Court Clerk's Office.

## **EXHIBIT B**

Being Tract B, containing 0.7722 acres, as shown on the Waiver of Subdivision plat of Marine Way in Paducah, McCracken County, Kentucky, for the City of Paducah recorded in Plat Section "M", page 295, in the McCracken County Court Clerk's Office.

Being part of the same property conveyed to The City of Paducah, Kentucky by Quitclaim Deed dated October 12, 2001, of record in Deed Book 967, page 244, in the McCracken County Court Clerk's Office. Being part of the same property conveyed to The City of Paducah, Kentucky by deed dated February 25, 2000, of record in Deed Book 931, page 682, in the McCracken County Court Clerk's Office. Being part of the same property conveyed to The City of Paducah, a Kentucky municipal corporation of the second class, by Quitclaim Deed dated March 18, 2004, of record in Deed Book 1037, page 71, in the McCracken County Court Clerk's Office.

# Agenda Action Form Paducah City Commission

Meeting Date: September 22, 2015

Short Title: Purchase of One Regenerative Sweeper to be used by the EPW-Street 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 August 26, 2015 sealed written bids were opened for the purchase of one Regenerative Street Sweeper to be used by the EPW Street Division. One responsive bid was received from Stringfellow Inc. in the amount of \$182,437.00. The estimated time for delivery of the new truck will be 75 days after contract execution.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Fleet Fund  
Account Number: 071-0210-542-4005

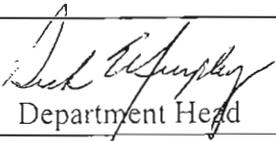
*Ad 9/18/15*  
Finance

### Staff Recommendation:

To receive and file the bid and adopt an Ordinance authorizing the Mayor to execute a contract with Stringfellow Inc. for the purchase of one Regenerative Street Sweeper for use by the EPW Street Division in the total amount of \$182,437.00.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015-10-\_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID OF STRINGFELLOW, INC., FOR SALE TO THE CITY OF ONE REGENERATIVE STREET SWEEPER FOR USE BY THE ENGINEERING-PUBLIC WORKS DEPARTMENT/STREET DIVISION, 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 Stringfellow, Inc., in the amount of \$182,437.00, for sale to the City of one regenerative street sweeper, for use by the Engineering-Public Works Department/Street Division, said bid being in substantial compliance with bid specifications, and as contained in the bid of Stringfellow, Inc. of August 26, 2015.

SECTION 2. The Mayor is hereby authorized to execute a contract with Stringfellow, Inc., for the purchase of one regenerative street sweeper, 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 Fleet Fund account.

SECTION 4. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, September 22, 2015  
Adopted by the Board of Commissioners, October 6, 2015  
Recorded by Tammara S. Sanderson, City Clerk, October 6, 2015  
Published by *The Paducah Sun*, \_\_\_\_\_  
\ord\pworks\street sweeper 10-2015

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

**2015 Sweeper**

**LOWEST EVALUATED BID**

**BID OPENING: 2:00 p.m. CST - Wednesday, August 26, 2015**

<b>OFFICIAL BIDDER OF RECORD</b>	<b>Stringfellow</b>	<b>Municipal Equipment</b>
Contact: Mailing Address:	Mark Dodds 9053 Fern Creek Rd. Louisville, KY 40291 (502)779-1350	Jimmy Hoben 6305 Shepherdsville Rd. Louisville, KY 40228 (502)962-9527
<b>Sweeper</b>	<b><u>\$182,437.00</u></b>	<b><u>NO BID</u></b>

Delivery Time	60-75 days	
Manufacturer	2016 TYMCO	

**REQUIRED DOCUMENTS:**

1. Bidder's Required Certification	Yes	
2. Manufacturer's Specifications	Yes	
3. Warranty Information	Yes	
4. Deviations with Information	N/A	
6. Kentucky State Bidders	No	

<b>Responsive &amp; Responsible Bidder:</b>	Yes	
<b>Evaluation Score:</b>	1000	
<b>BID RECOMMENDED FOR ACCEPTANCE</b>	Yes	

# Agenda Action Form Paducah City Commission

Meeting Date: September 22, 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 August 26, 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 \$258,732.00. The estimated time for delivery of the new truck will be 75 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

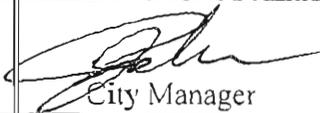
*AM* 9/18/15  
Finance

### 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 \$258,732.00.

### Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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CITY OF PADUCAH  
ENGINEERING-PUBLIC WORKS DEPARTMENT

2015 Side Arm Refuse Truck

LOWEST EVALUATED BID

BID OPENING: Wednesday, August 26, 2015 2:00 p.m. CST

OFFICIAL BIDDER OF RECORD	McBride Mack	Stringfellow	Municipal Equipment
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	Jimmy Hoben 6305 Shepherdsville Rd. Louisville, KY 40228 (502)962-9527
<b>Side Arm Refuse Truck</b>	<b><u>\$258,732.00</u></b>	<b><u>\$258,988.00</u></b>	<b><u>\$255,135.00</u></b>

Delivery Time	75 days	60-75 days	180-210 days
Manufacturer	Heil	Heil	Labrie

REQUIRED DOCUMENTS:

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

Responsive & Responsible Bidder:	Yes	Yes	No-Disqualified (Deviations from specifications)
Evaluation Score:	1,000	999.75	N/A
BID RECOMMENDED FOR ACCEPTANCE	Yes	No	No

ORDINANCE NO. 2015-10-\_\_\_\_\_

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/ENGINEERING-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 \$258,732.00, 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 August 26, 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

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ord\pworks\truck - refuse (sidearm loader) 10-2015

# Agenda Action Form Paducah City Commission

Meeting Date: September 22, 2015

**Short Title:** Amend Sec. 42-104-Prohibited Noises in the Paducah Code of Ordinances

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Various Staff

Presentation By: Commissioner Richard Abraham

**Background Information:** Sound pressure levels in the City of Paducah currently are measured using a sound meter using the weighted-A filter. The measurement is in the unit of decibels. Weighted-A mirrors how the human ear hears sound by placing more “weight” on the frequencies that we naturally hear (around 2000 hertz) and a reduced weight on the frequencies, mainly low frequencies (around 100 hertz), that the human ear filters.

This ordinance would amend Section 42-104-Prohibited Noises of the Paducah Code of Ordinances by adding continuous sound pressure levels limits using the weighted-C filter. Weighted-C places a greater emphasis as compared to weighted-A on the lower frequencies.

The existing ordinance provides sound pressure level limits measured using a weighted-A filter based on time of day and zoning district for the source of the sound. This amendment would add similar columns of sound limits using weighted-C.

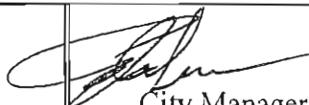
**Goal:**  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

Finance
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**Staff Recommendation:**

**Attachments:**

Department Head	City Clerk	 City Manager
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Sec. 42-104. - Prohibited noises.

Unlawful noises prohibited. It shall be unlawful for any person to make, cause to be made, continue or permit any excessive or unreasonably loud noise or any other raucous sound, considering the time, date, place and nature of such noise or sound, that annoys, disturbs, injures or endangers the comfort, health, peace, or safety of a person of ordinary sensibilities, in the City of Paducah. Said noises include, but are not limited to:

- (a) Unlawful noise from premises. It shall be unlawful for any person to emit, cause to be emitted, or permit the emission of any continuous noise which leaves the premise on which it originates, crosses a property line, and enters onto any other premise in excess of the sound pressure levels defined in the following table:

Zoning district of property on which the source of noise is located	Sound Level 7:00 a.m. — 9:00 p.m.		Sound Level 9:00 p.m. — 7:00 a.m.	
	Residential (zoning districts R-1, R-2, R-3, R-4, H-2)	65 db(A)	75 db(C)	65 db(A)
Commercial (zoning districts A-1, B-1, B-2-T, B-2, B-3, H-1, HBD, POP, MU)	75 db(A)	80 db(C)	65 db(A)	75 db(C)
Manufacturing (zoning districts M-1, M-2, M-3, C-1)	80 db(A)	85 db(C)	75 db(A)	80 db(C)

- (1) Location of measurement. For the purpose of this section, sound shall be measured at or within the property line (boundary) of the property receiving the noise or not less than 20 feet from the source of the sound when the sound is in the public right-of-way.
- (2) Measuring instrument. All sound measurements shall be made on a sound level meter calibrated in the manner required by the manufacturer's specifications.
- (b) Unlawful noises emanating from motor vehicles. No person operating or occupying a motor vehicle shall play, use, operate, or permit to be played, used, or operated, any radio, tape player, cassette player, compact disk player, DVD players, loud speaker, sound amplification system, or other device designed to generate, amplify, and/or reproduce sound from within the motor vehicle in such a manner that the sound is plainly audible by another human being at a distance of 50 feet from the device producing the sound. "Plainly audible" means any sound which can be clearly heard, by unimpaired auditory senses based on a direct line of sight of 50 or more feet; however, words or phrases need not be discernible and said sound shall include bass reverberation.
- (c) Unlawful modifications to motor vehicles and/or failure to maintain. It shall be unlawful for any person to modify, change, or fail to maintain the exhaust muffler, air intake muffler or any other sound-reducing device of a motor vehicle in such a manner that the noise emitted from the motor vehicle disturbs or is a nuisance to persons of reasonable sensibilities within the area of audibility.
- (d) Other noise disturbances. It shall be unlawful for any person to make, continue or cause or allow to be made or continue any noise disturbance including, but not limited to, the following:
  - (1) Horns, signaling devices and the like. The sounding of any horn or signaling device of any motor vehicle on any state or public place of the city continuously or intermittently, except as a danger or emergency warning.

ORDINANCE NO. 2015-10-\_\_\_\_\_

AN ORDINANCE AMENDING SECTION 42-104(a), PROHIBITED NOISES, OF CHAPTER 42, ENVIRONMENT, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

SECTION 1. That the City of Paducah hereby amends Section 42-104(a), Prohibited noises, of Chapter 42, Environment, of the Code of Ordinances of the City of Paducah, Kentucky, as follows:

“Sec. 42-104. - Prohibited noises.

Unlawful noises prohibited. It shall be unlawful for any person to make, cause to be made, continue or permit any excessive or unreasonably loud noise or any other raucous sound, considering the time, date, place and nature of such noise or sound, that annoys, disturbs, injures or endangers the comfort, health, peace, or safety of a person of ordinary sensibilities, in the City of Paducah. Said noises include, but are not limited to:

- (a) Unlawful noise from premises. It shall be unlawful for any person to emit, cause to be emitted, or permit the emission of any continuous noise which leaves the premise on which it originates, crosses a property line, and enters onto any other premise in excess of the sound pressure levels defined in the following table:

Zoning district of property on which the source of noise is located	Sound Level 7:00 a.m.—9:00 p.m.		Sound Level 9:00 p.m.—7:00 a.m.	
Residential (zoning districts R-1, R-2, R-3, R-4, H-2)	65 db(A)	<u>75 db(C)</u>	65 db(A)	<u>70 db(C)</u>
Commercial (zoning districts A-1, B-1, B-2-T, B-2, B-3, H-1, HBD, POP, MU)	75 db(A)	<u>80 db(C)</u>	65 db(A)	<u>75 db(C)</u>
Manufacturing (zoning districts M-1, M-2, M-3, C-1)	80 db(A)	<u>85 db(C)</u>	75 db(A)	<u>80 db(C)</u>

- (1) Location of measurement. For the purpose of this section, sound shall be measured at or within the property line (boundary) of the property receiving the noise or not less than 20 feet from the source of the sound when the sound is in the public right-of-way.
  - (2) Measuring instrument. All sound measurements shall be made on a sound level meter calibrated in the manner required by the manufacturer's specifications.
- (b) Unlawful noises emanating from motor vehicles. No person operating or occupying a motor vehicle shall play, use, operate, or permit to be played, used, or operated, any radio, tape player, cassette player, compact disk player, DVD players, loud speaker,

sound amplification system, or other device designed to generate, amplify, and/or reproduce sound from within the motor vehicle in such a manner that the sound is plainly audible by another human being at a distance of 50 feet from the device producing the sound. "Plainly audible" means any sound which can be clearly heard, by unimpaired auditory senses based on a direct line of sight of 50 or more feet; however, words or phrases need not be discernible and said sound shall include bass reverberation.

- (c) Unlawful modifications to motor vehicles and/or failure to maintain. It shall be unlawful for any person to modify, change, or fail to maintain the exhaust muffler, air intake muffler or any other sound-reducing device of a motor vehicle in such a manner that the noise emitted from the motor vehicle disturbs or is a nuisance to persons of reasonable sensibilities within the area of audibility.
- (d) Other noise disturbances. It shall be unlawful for any person to make, continue or cause or allow to be made or continue any noise disturbance including, but not limited to, the following:
  - (1) Horns, signaling devices and the like. The sounding of any horn or signaling device of any motor vehicle on any state or public place of the city continuously or intermittently, except as a danger or emergency warning.
  - (2) Radios, phonographs and the like. The using, operating or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such set, instrument, phonographs, machine or device in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.
  - (3) Yelling, shouting and the like. Yelling, shouting, hooting, whistling or singing on the public streets, at any time or place so as to annoy or disturb the quiet or comfort of persons in any office, or in any dwelling, hotel or other type of residence, or of any persons in the vicinity.
  - (4) Fireworks, explosives and the like. The use of fireworks or other explosives so as to be unreasonably loud, raucous, jarring, disturbing or a nuisance to persons of reasonable sensitivities within the area of audibility.
  - (5) Animals, birds and the like. The keeping of any animal or bird which by causing intermittent, frequent or continued noise disturbs or causes a nuisance to persons of reasonable sensitivities within the area of audibility.
  - (6) Drums, loudspeakers or other instruments. The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention, by creation of noise, to any performance, show, sale or display of merchandise.
  - (7) Noise near schools, courts, churches, or hospitals. The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court

while same is in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital.”

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

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

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