



**CITY COMMISSION MEETING
 AGENDA FOR OCTOBER 13, 2015
 5:30 P.M.
 CITY HALL COMMISSION CHAMBERS
 300 SOUTH FIFTH STREET**

ROLL CALL

INVOCATION –

PLEDGE OF ALLEGIANCE -

ADDITIONS/DELETIONS

	I. <u>MINUTES</u>
	II. <u>RESOLUTION</u>
	A. Declaration of Official Intent to Reimbursement Advances Made for Capital Expenditures to be made from Subsequent Borrowings – Riverfront Redevelopment Project Phase IB – Shultz Park – CITY MANAGER
	III. <u>MOTIONS</u>
	A. R & F Documents
	IV. <u>MUNICIPAL ORDERS</u>
	A. Personnel Changes
	B. Approve Health Insurance Benefit Plan Premiums for 2016 – S. DOOLITTLE
	C. Approve State Farm Foundation Grant Application – POLICE CHIEF
	V. <u>ORDINANCES – ADOPTION</u>
	A. Accept 2015 Port Security Grant Award – POLICE CHIEF
	B. Approve Purchase Agreement with P & L Railway – CITY MANAGER
	C. Amend Ordinance for Civil Emergencies – CITY MANAGER
	D. Amend Ordinance for Homeless Shelters – CITY MANAGER
	VI. <u>ORDINANCES - INTRODUCTION</u>
	A. Approve Substitution of Capital Projects for Macco 2013B GOB Proceeds – J. PERKINS
	B. Accept Proposal for Two Architectural/Design Service Options for Renovation & Rehabilitation of the Existing City Hall and Design

		Services for a New City Hall – S. ERVIN
		C. Approve Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield– S. DOOLITTLE
		D. Approve Anthem Blue Cross Blue Shield Administrative Services Agreement – S. DOOLITTLE
		E. Approve Strategic Health Risk Advisor and Strategic Benefit Placement Services Contract Renewal with Peel & Holland – S. DOOLITTLE
		F. Approve Contract with MAC Construction & Excavating, Inc., for Construction of the Riverfront Redevelopment Project Phase 1-B – R. MURPHY
	VII.	<u>CITY MANAGER REPORT</u>
	VIII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	IX.	<u>PUBLIC COMMENTS</u>
	X.	<u>EXECUTIVE SESSION</u>

October 6, 2015

At a Regular Meeting of the Board of Commissioners, held on Tuesday, October 6, 2015, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the acting City Clerk, the following answered to their names: Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

INVOCATION

Fowler Black gave the invocation.

PLEDGE OF ALLEGIANCE

Kate and Addie Rogers, members of the Paducah Tilghman High School Speech Team, led the pledge.

PROCLAMATIONS

Mayor Kaler presented a Proclamation for National Business Women's Week to members of the Paducah Professional Business Women's Club.

Mayor Kaler presented a Proclamation for National Arts and Humanities Month to Fowler Black of the Paducah Convention & Visitor's Bureau.

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the reading of the Minutes for the September 21, 2015 and September 22, 2015 City Commission meetings be waived and the Minutes of said meetings prepared by the City Clerk be approved as written.

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

APPOINTMENT

BOARD OF ASSESSMENT APPEALS

Mayor Kaler made the following appointment: "WHEREAS, subject to the approval of the Board of Commissioners, I hereby appoint Debbie Gentry as a member of the Board of Assessment Appeals to replace Mary Hoy who has resigned. This term will expire December 31, 2018."

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners approve the recommendation of Mayor Kaler in appointing Debbie Gentry as a member of the Board of Assessment Appeals.

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

MUNICIPAL ORDERS

AUTHORIZE AREA DEVELOPMENT FUND (ADF) GRANT APPLICATION

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO OBTAIN A GRANT IN THE AMOUNT OF \$9,192.00 FROM THE PURCHASE AREA DEVELOPMENT DISTRICT TO BE USED FOR THE PURCHASE OF OFFICE EQUIPMENT FOR THE HUMAN RESOURCES DEPARTMENT AND PLANNING DEPARTMENT," be adopted.

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Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). MO. #1862; BK 9

APPROVE ACQUISITION OF PERMANENT RIGHT OF WAY, PERMANENT DRAINAGE & PUBLIC UTILITY EASEMENT AT 3311 OLIVET CHURCH ROAD

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS NECESSARY FOR ACQUISITION OF A PORTION OF REAL PROPERTY LOCATED AT 3311 OLIVET CHURCH ROAD TO BE USED AS RIGHT-OF-WAY AND PERMANENT DRAINAGE AND PUBLIC UTILITY EASEMENT FOR THE OLIVET CHURCH ROAD IMPROVEMENT PROJECT, FOR AND IN CONSIDERATION OF \$4,000 ," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). MO. #1863; BK 9

APPROVE INDEMNIFICATION AND LICENSE AGREEMENT WITH PADUCAH RIVERFRONT HOTEL FOR DEVELOPMENT OF DOWNTOWN HOTEL

Commissioner Abraham offered motion, seconded by Commissioner Gault, that a Municipal Order entitled, "A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN INDEMNIFICATION AND LICENSE AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH RIVERFRONT HOTEL LP, WITH RESPECT TO A PUBLIC PROJECT; AUTHORIZING THE EXECUTION OF THE AGREEMENT," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). MO. #1864; BK 9

ORDINANCES – ADOPTION

PROPERTY TAX LEVY

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, "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".

<u>PURPOSE</u>	<u>RATE PER \$100.00</u>
<u>General Fund of the City</u>	
Real Property	\$0.255
Personal Property	\$0.390
Motor Vehicles & watercraft	\$0.390
<u>School Purposes</u>	
Paducah Junior College Real Estate	\$0.017

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Personal Property	\$0.017
Motor Vehicles & watercraft	\$0.031

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

Paducah Independent School District	
Real Property	\$0.800
Personal Property	\$0.800
Inventory	\$0.800
Total Tax Rate per \$100 - real property	\$1.072
Total Tax Rate per \$100 - personal property	\$1.207
Total Tax Rate per \$100 - inventory	\$0.800
Total Tax Rate per \$100 - motor vehicle & watercraft	\$0.421

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

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.

In the case of all other tax bills, payment shall be in accordance with the following provisions:

- The first half payment shall be due on November 1, 2015, and shall be payable without penalty and interest until November 30, 2015.
- The second half payment shall be due on February 1, 2016, and shall be payable without penalty and interest until February 29, 2016.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2015-10-8303; BK 34

AUTHORIZE PAYMENT FOR EMERGENCY REPAIR OF THE COOLING TOWER AT THE PARKS SERVICES BUILDING LOCATED AT 1400 H.C. MATHIS DRIVE
Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY FOR THE EMERGENCY REPAIR OF THE COOLING TOWER AT THE PARKS SERVICES BUILDING LOCATED AT 1400 H.C. MATHIS DRIVE." This ordinance is summarized as follows: The Finance Director is hereby authorized to pay to Commercial Marine & Industrial Heating & Air Conditioning, Inc., the sum of \$26,800.00, for services required for the emergency repair of the cooling tower at the Parks Services building located at 1400 H.C. Mathis Drive.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2015-10-8304; BK 34

AUTHORIZE MEMORANDUM OF AGREEMENT WITH THE PADUCAH & LOUISVILLE RAILWAY, INC., FOR REIMBURSEMENT OF RAILWAY WORK ON OLIVET CHURCH ROAD

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Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, "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." This ordinance is summarized as follows: In this ordinance the City is approving a Memorandum of Agreement with 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 and is authorizing the Mayor to execute said agreement. The City is also authorizing the Finance Director to issue payment at the following rates to railway company for flagging costs associated with the project.

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

Further, 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.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2015-10-8305; BK 34

PURCHASE STREET SWEEPER FOR EPW-STREET DIVISION

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, "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." This ordinance is summarized as follows: The City of Paducah accepts the bid of Stringfellow, Inc., in the amount of \$182,437.00, for one regenerative street sweeper for use by the Engineering-Public Works Department/Street Division, and authorizes the Mayor to execute a contract for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2015-10-8306; BK 34

PURCHASE SIDE-ARM LOADER

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, "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." This ordinance is summarized as follows: The City of Paducah accepts the bid of

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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, and authorizes the Mayor to execute a contract for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.#2015-10-8307; BK 34

ORDINANCES – INTRODUCTION

ACCEPT 2015 PORT SECURITY GRANT AWARD

Commissioner Rhodes offered motion, seconded by Commissioner Wilson that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING THERETO WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR A 2015 PORT SECURITY GRANT”. This ordinance is summarized as follows: The Mayor is hereby authorized and directed to execute all documents necessary with the U.S. Department of Homeland Security to obtain a 2015 Port Security Grant in the amount of \$37,121.00 for the purchase and installation of equipment to extend video surveillance coverage of the floodwall and downtown infrastructure. Local matching funds are in the amount of \$12,374.00.

APPROVE PURCHASE AGREEMENT WITH P & L RAILWAY

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A CERTAIN TRACT OF REAL ESTATE GENERALLY LOCATED AT 619 6TH STREET, PADUCAH, McCRACKEN COUNTY, KENTUCKY, FROM PADUCAH & LOUISVILLE RAILWAY, INC., FOR A PUBLIC PURPOSE.” This ordinance is summarized as follows: This Ordinance authorizes the City of Paducah, Kentucky, to purchase a certain tract of real estate generally located at 619 6th Street, Paducah, McCracken County, Kentucky, for a public purpose from Paducah & Louisville Railway, Inc., a Kentucky corporation, for a purchase price of TWO HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$295,000.00).

AMEND ORDINANCE FOR CIVIL EMERGENCIES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 30, “CIVIL EMERGENCIES” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This ordinance is summarized as follows: This Ordinance amends Chapter 30, “Civil Emergencies,” of the Code of Ordinances of the City of Paducah, Kentucky, so as to bring this Ordinance into compliance with the mandates imposed by KRS 65. 870 as may be amended.

AMEND ORDINANCE FOR HOMELESS SHELTERS

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126-72, “HOMELESS SHELTERS” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This ordinance is summarized as follows: This Ordinance amends Chapter 126, Sec. 72, “Homeless Shelters,” of the Code of Ordinances of the City of Paducah, Kentucky, so as to bring this Ordinance into compliance with the mandates imposed by KRS 65. 870 as may be amended.

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CITY MANAGER REPORT

City Manager Jeff Pederson asked PRDA Director Steve Doolittle to present options for moving forward with the Riverfront Project Phase I-B. More details are provided below in the City Commission Meeting Highlights by Public Information Officer Pam Spencer.

MAYOR & COMMISSIONER COMMENTS

No comments were given.

PUBLIC COMMENTS

No public comments were given.

Upon motion the meeting adjourned.

ADOPTED: October 13, 2015

City Clerk

Mayor

City Commission Meeting Highlights By: Pam Spencer, Public Information Officer

Riverfront Project Phase I-B Options

After a presentation by City Manager Jeff Pederson and Paducah Riverfront Development Authority (PRDA) Executive Director Steve Doolittle, the Paducah Board of Commissioners discussed the options for moving forward on Phase I-B of the Riverfront Redevelopment Project. Phase I-B involves the completion of the park and the installation of the gangway and transient dock in addition to boater amenities such as fuel, power, sewer pump outs, and water. Base bids received for the project at the September 9 bid opening ranged from \$8.35 to \$8.90 million. The City has \$5.15 in grant funding for the project. Pederson says, "There has been a lot of time put into the examination of bids. Plus, there has been a lot of staff time spent looking at a range of options that exist."

The four main options presented at this meeting with estimated project costs based on the recent bid amounts are as follows:

1. Move forward with the project as bid (\$8.453 million—includes a fee for construction management);
2. Re-bid the project to finish only the park and none of the boating infrastructure components (\$4.927 million);
3. Re-bid the project to complete the transient dock and boating infrastructure, but the park components including the rock, soil, grass, sidewalks, lighting, and revetment would not be completed (\$3.83 million); or
4. Re-bid the project to complete the park, gangway, and only 100 feet of transient dock without amenities including fuel, utilities, sewer, and water (\$6.288 million).

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On options 2 and 4, the City would forfeit the Boating Infrastructure Grant (BIG)*. Each of the four options has sub-options for a total of ten possible scenarios.

Much of the discussion involved the three deduction options for the current bid (under option 1). The three options are to remove 60 feet of transient dock, remove the center railing from the dock, and remove the wave attenuator from under the dock. Those three items would reduce the current base bid to \$7.91 million.

The Board of Commissioners decided to continue the project discussion next week with the awareness that a decision needs to be made soon since the bids opened September 9 will be valid only through November 6. Pederson did provide information about possible financing for the project. He says the City had projected starting in the next fiscal year to issue a bond for the renovation of the former Executive Inn Showroom with an anticipated annual bond payment of approximately \$250,000. That payment amount would be enough to cover a bond to complete Phase I-B as designed if the City decided not to renovate the Showroom. Pederson also added that discussions are underway with the County to use a portion of the transient room tax, also known as the bed tax, to fund the relocation of the pavilion.

PRDA Chairman Bruce Brockenborough attended the meeting in support of the project. At PRDA's September 23 meeting, members unanimously approved a motion to request the Paducah Board of Commissioners to move forward with the Riverfront Phase I-B project as proposed and as bid. Brockenborough says, "Anything less than option 1 is not a real project." He adds, "We are talking about a strategy that is building regional tourism. There is a certain element of if you build it, they will come."

*Out of the \$5.15 million in total grant funding for the project, \$910,000 (plus the required match of \$320,000 for a total of \$1.23 million) is incorporated in the Boating Infrastructure Grant (BIG) from the U.S. Fish and Wildlife Service which expires in September 2016. If the City decides not to pursue building the boating infrastructure, the City will forfeit the BIG grant and must return the funding.

Agenda Action Form Paducah City Commission

Meeting Date: October 13, 2015

Short Title: **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**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Pederson
Presentation By: Perkins

Background Information:

This resolution allows the city to reimburse itself for expenditures made towards the completion of Riverfront Redevelopment Project Phase IB, Shultz Park, from a future general obligation bond. The resolution in itself does not authorize borrowing. That is a separate action.

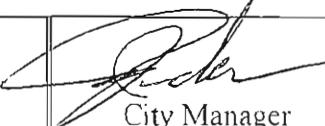
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

ADU 10/8/15
Finance

Staff Recommendation:

The staff recommends approval

Department Head	City Clerk	 City Manager
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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 \$3,063,100; and

(b) The Capital Expenditures to be reimbursed are for the construction of Riverfront Redevelopment Project Phase IB. The project includes construction of a park which places additional fill materials, landscaping, concrete, revetments, and lighting. It will also be for the construction of additional piles to support a 20' x 360' transient boating dock along with utilities and fueling infrastructure.

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, October 13, 2015
Recorded by Tammara S. Sanderson, City Clerk, October 13, 2015
\\resoln\bond-GOB 2016-shultz park phase 1b

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 be received and filed:

DOCUMENTS

1. Deeds of Conveyance:
 - a. Robert Ray Smith for 800 South 5th Street
 - b. Adam Moyers & Brandi Harless for 421 North 5th Street (ORD # 2015-09-8299)
2. Commissioner's Deed for 1420 North 11th Street (AKA 1100 Ellis Street)
3. Quitclaim Deeds:
 - a. Michael Todd Knuckles for 2530, 2540 & 2546 Barnett Street (MO #1855)
 - b. Jamie Santiago & Irma Rios for 2306 Eulah Street (MO # 1789)
 - c. Miguel Pascual Elias for 1006 South 11th Street (MO # 1858)
 - d. Ray S. Cobb for 1009 Boyd Street (MO # 1856)
4. Contracts/Agreements:
 - a. Construction Contract with Mitchell Construction, LLC for construction of a new home at 1606 Harrison Street (ORD # 2015-09-8294)
 - b. Subordination Agreement with Community Financial Services Bank (CFSB) for the redevelopment and revitalization of the Smedley Yeiser Building in the Lowertown Neighborhood (ORD # 2015-09-8295)
 - c. Agreement with Stringfellow, Inc. for the purchase of one regenerative street sweeper (ORD # 2015-10-8306)
 - d. Agreement with McBride Mack, Inc. for the purchase of one side arm refuse truck (ORD # 2015-10-8307)
 - e. Indemnification and License Agreement with Paducah Riverfront Hotel, LP for Downtown Hotel (MO # 1864)
 - f. Memorandum of Understanding with the Department of the Army for work performed prior to execution of a Project Partnership Agreement for Ohio River Shoreline Reconstruction Project (MO # 1861)
5. Paducah Water Works Financial Highlights for August 2015

BID FOR ENGINEERING-PUBLIC WORKS DEPARTMENT
Riverfront Redevelopment Project Phase 1-B

1. MAC Construction & Excavating, Inc. *
2. Jim Smith Contracting Co., LLC

CITY OF PADUCAH

October 13, 2015

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



City Manager's Signature

October 13, 2015

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
October 13, 2015

NEW HIRE - FULL-TIME (F/T)

EPW - MAINTENANCE

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
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Giurintano, Christopher A.	Journeyman Electrician	\$20.00/Hr	NCS	Non-Ex	October 15, 2015
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POLICE - OPERATIONS

Gholson, Conrad W.T.	Patrol / Recruit Officer	\$20.28/Hr	NCS	Non-Ex	November 5, 2015
Rolens, Nicholas S	Patrol / Recruit Officer	\$20.28/Hr	NCS	Non-Ex	November 5, 2015
Slack, Danny R	Patrol / Recruit Officer	\$21.49/Hr*	NCS	Non-Ex	November 5, 2015

*Higher rate because of two years sworn service in another state

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

PARKS SERVICES

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
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Biles, Leon T	Park Ranger	\$8.54/Hr	NCS	Non-Ex	October 15, 2015
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POLICE - ADMINISTRATIVE SVCS

Sutor, Melissa A.	School Crossing Guard	8.47/Hr	NCS	Non-Ex	October 15, 2015
Carr, Kimberly J.	School Crossing Guard	8.47/Hr	NCS	Non-Ex	October 15, 2015

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

PARKS SERVICES

	<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>
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Ham, Daniel H	Park Ranger \$8.25/Hr	Park Ranger \$8.54/Hr	NCS	Non-Ex	September 21, 2015
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FIRE SUPPRESSION

Pendergrass, Brian	Fire Fighter \$13.75/Hr	FF / Relief Driver \$14.35/Hr	NCS	Non-Ex	October 1, 2015
Glisson, Stephen C	FF / Relief Driver \$14.87/Hr	Fire Lieutenant \$16.14/Hr	NCS	Non-Ex	October 1, 2015
Looney, Jr., Billy J	Fire Lieutenant \$16.25/Hr	Fire Captain \$17.34/Hr	NCS	Non-Ex	October 1, 2015

EPW - MAINTENANCE

Kuliik, Ryan	Parks Services - Laborer \$17.01/Hr	Maintenance Technician \$17.96/Hr	NCS	Non-Ex	October 15, 2015
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TERMINATIONS - FULL-TIME (F/T)

POLICE - OPERATIONS

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
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Redmon, Michael	Patrolman	Termination	September 21, 2015
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TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL

POLICE - ADMINISTRATIVE SVCS

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
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Richardson, James G	School Crossing Guard	Resignation	September 17, 2015
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CITY OF PADUCAH
PERSONNEL ACTIONS
October 13, 2015

PARKS SERVICES

Matthews, Ryan

Park Ranger

Resignation

September 28, 2015

Agenda Action Form Paducah City Commission

Meeting Date: October 13, 2015

Short Title: Health Insurance Benefit Plan Premiums for 2016

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Missi Dotson, Steve Doolittle, Greg Carlton
Presentation By: Steve Doolittle

Background Information:

The following reflect the recommended monthly health insurance premiums, by plan, for the 2016 Calendar year. These are the rates, as presented earlier by Greg Carlton, of Peel and Holland, which are flat to last year, with the exception of Delta Dental, which is offered at a premium increase of only 7%, after remaining flat for the last three years. These premiums allow us to keep our grandfathered status which offers protection to both the employer and the employee and allow us to maintain an acceptable escrow level to cover expected claims and plan costs. As a further note, regarding the City's health insurance premium, there have only been two increases to cost in the last seven years.

Health Insurance:

Investor Plan	Monthly Premium	Elite Plan	Monthly Premium
Employee	\$ 781	Employee	\$ 856
Employee/Spouse	\$ 969	Employee/Spouse	\$1,139
Employee Child	\$ 825	Employee Child	\$ 974
Family	\$1,118	Family	\$1,319

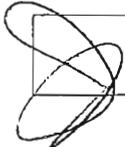
Proposed Dental Premium:

Vision Premium:

Delta Dental	Monthly Premium	Blue View Vision	Monthly Premium
Employee	\$23.88	Employee	\$ 5.97
Employee/Spouse	\$48.72	Employee/Spouse	\$10.45
Employee Child	\$50.96	Employee Child	\$11.35
Family	\$82.90	Family	\$17.32

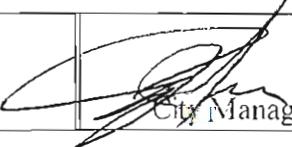
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Health Insurance Premiums
Account Number: 073-0208-542.20-08

10/11/2015

Finance

Staff Recommendation: Approve the above listed premiums for Health Insurance, Vision, and the slightly increased premium for Dental.

Attachments:

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND ADOPTING THE
COMPREHENSIVE HEALTH INSURANCE BENEFIT PLAN PREMIUMS FOR
CALENDAR YEAR 2016 INCLUDING PREMIUMS FOR OPTIONAL DENTAL AND
VISION CARE FOR EMPLOYEES OF THE CITY OF PADUCAH

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah approves and adopts the following
monthly health insurance premiums for calendar year 2016 including premiums for optional
dental and vision care for employees:

Health Insurance:

Investor Plan	Monthly Premium	Elite Plan	Monthly Premium
Employee	\$ 781	Employee	\$ 856
Employee/Spouse	\$ 969	Employee/Spouse	\$1,139
Employee Child	\$ 825	Employee Child	\$ 974
Family	\$1,118	Family	\$1,319

Proposed Dental Premium:

Delta Dental	Monthly Premium	Proposed Vision Premium:	Monthly Premium	
Employee	\$23.88	Blue View Vision Care	Employee	\$ 5.97
Employee/Spouse	\$48.72	Employee/Spouse	Employee/Spouse	\$10.45
Employee Child	\$50.96	Employee Child	Employee Child	\$11.35
Family	\$82.90	Family	Family	\$17.32

SECTION 2. That the premiums for the Comprehensive Health Insurance Benefit
Plan for Employees approved and adopted in Section 1 above shall become effective January 1,
2016.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, October 13, 2015
Recorded by Tammara S. Sanderson, City Clerk, October 13, 2015
mo\premiums-health ins 2016

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS NECESSARY FOR A STATE FARM® COMMUNITY GRANT IN THE AMOUNT OF \$5,000 FOR DEVELOPMENT OF EDUCATIONAL MATERIALS FOR THE “HEADS UP DON’T BE IN’TEXT’ICATED” PROGRAM BY THE PADUCAH POLICE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents necessary for a grant through the State Farm® Community Grant Program in the amount of \$5,000. Said grant funds shall be used by the Paducah Police Department for the development of educational materials and videos for the “HeadsUp Don’t Be In’text’icated” Program. No local cash or in-kind contribution is required.

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, October 13, 2015
Recorded by Tammara S. Sanderson, City Clerk, October 13, 2015
\\mo\grants\police-State Farm Community – In’text’icated

Agenda Action Form Paducah City Commission

Meeting Date: 6 Oct 2015

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

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Brandon Barnhill, Former A/C Stacey Grimes, Sheryl Chino

Presentation By: Brandon Barnhill

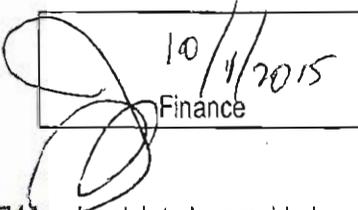
Background Information: The FY2015 Port Security Grant Program (PSGP) directly supports maritime transportation infrastructure security activities. PSGP is one tool in the comprehensive set of measures authorized by Congress and implemented by the U.S. Department of Homeland Security to strengthen the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

Under Municipal Order 1838, the City Commission authorized the submittal of a 2015 Port Security Grant Application for a portable surveillance/camera system to aid in providing security of the floodwall and downtown infrastructure. The City has been awarded \$37,121 from the Port Security Grant Program with a match requirement is \$12,374.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Project Name:	2015 Port Security
Project #:	EQ0025
File #:	6.277
Acct. #:	040-0102-511.23-07
Budget:	\$49,495
Source of Funds:	\$37,121 federal grant, \$12,374 local match to be provided from the Police Dept's FY2016 operating budget


10/1/2015
Finance

Staff Recommendation: Authorize and direct the Mayor to sign all required grant related documents; as well as, authorize the acceptance of the grant award through FEMA's ND grants web portal.

Attachments: None

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

Meeting Date: October 6, 2015

Short Title: AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE CONTRACT AND EXECUTE ALL DOCUMENTS NECESSARY WITH P&L RAILWAY FOR THE PURCHASE OF LAND LOCATED AT 619 NORTH 6TH STREET

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Doolittle
Presentation By: Doolittle

Background Information:

The P&L Railroad of Paducah owns approximately 4.831 acres of real estate at 619 N. 6th Street (N. 6th and Campbell Street). The **land** is currently vacant. We will ~~be~~ acquire this property to relocate the Pavilion Dome. The property was appraised by Sirk and Company for \$315,000. The P&L have agreed to accept \$295,000.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: *DT0041/file 9.271*  *10/2/2015*
Account Number: *** Finance

** - To be funded with future G.O.B. proceeds (bed tax) -*
Staff Recommendation:

The staff recommends approval

<i>Steve Doolittle</i> Department Head	City Clerk	City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: October 6, 2015

Short Title: An Ordinance Amending Chapter 30, "Civil Emergencies" of the Code of Ordinances of the City of Paducah, Kentucky

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Lisa Emmons, Esq.
Presentation By: Jeff Pederson, City Manager

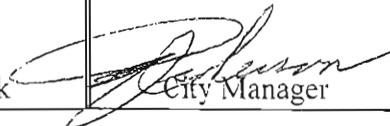
Background Information:

KRS 65.870 prohibits local governments from occupying any part of the field of regulation of the manufacture, sale, purchase, taxation, transfer, ownership, possession, carrying, storage, or transportation of firearms, ammunition, components of firearms, components of ammunition, firearms accessories or combination thereof.

Pursuant to this statute, ~~it~~ is necessary to amend Chapter 30 of the Code of Ordinances of the City of Paducah, Kentucky. Said Ordinance shall be amended to remove Section 30-3(a)(3) in order to comply with the current Statute.

STAFF RECOMMENDATION: Amend Chapter 30 of the Code of Ordinances to remove language that is in contradiction to Kentucky Revised Statute 65.870, namely that portion that states that the City, after proclamation of a civil emergency, is authorized "to require all businesses displaying or selling any firearms, explosives, or ammunition to remove and securely lock up all such items until further orders."

Attachments: Ordinance

Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: October 6, 2015

Short Title: An Ordinance Amending Chapter 126-72 "Homeless Shelters" of the Code of Ordinances of the City of Paducah, Kentucky

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Lisa Emmons, Esq.
Presentation By: Jeff Pederson, City Manager

Background Information:

KRS 65.870 prohibits local governments from occupying any part of the field of regulation of the manufacture, sale, purchase, taxation, transfer, ownership, possession, carrying, storage, or transportation of firearms, ammunition, components of firearms, components of ammunition, firearms accessories or combination thereof.

Pursuant to this statute, it is necessary to amend Chapter 126-72 (1)(c)(5)(iii) of the Code of Ordinances of the City of Paducah, Kentucky. Said Ordinance shall be amended to require homeless shelters to adopt a Code of Conduct banning weapons from said homeless shelters.

STAFF RECOMMENDATION: Amend Chapter 126-72 (1)(c)(5)(iii) of the Code of Ordinances to remove language that is in contradiction to Kentucky Revised Statute 65.870, namely that portion that states that homeless shelters are required to create and adopt a Code of Conduct to include the following language "Weapons are not permitted."

Attachments: Ordinance

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

Meeting Date: 10-13-2015

Short Title: **Substitution of capital projects for certain projects authorized to be financed with GOB 2013B proceeds**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, Jonathan Perkins

Presentation By: Jonathan Perkins

Background Information: In September 2013, the City of Paducah issued General Obligation Bonds (GOB) 2013B for use of a portion of the proceeds to pay the costs of the construction of improvements to an industrial/distribution facility located within the City to be leased to a Kentucky subsidiary of Macco Organiques Incorporated, a Canadian corporation, for purposes of economic development within the City of Paducah.

Developments subsequent to the issuance of the 2013B GOBs required that the City use the proceeds of such GOB for other capital projects and/or economic development projects as set forth from time to time on the City's CIP plan or other ordinances and as may be further directed by the City Commission or City Manager.

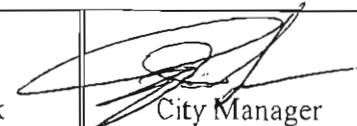
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Macco GOB 2013B
Account Number: CIP Fund


9/27/2015
Finance

Staff Recommendation: That this proposed ordinance is passed.

Attachments:

Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE SUBSTITUTION OF CAPITAL PROJECTS FOR A CERTAIN PROJECTS AUTHORIZED TO BE FINANCED WITH THE PROCEEDS OF CITY OF PADUCAH, KENTUCKY TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013B

WHEREAS, on September 17, 2013 the City of Paducah, Kentucky (the "City") adopted Ordinance No. 2013-9-8074 authorizing the issuance of its Taxable General Obligation Bonds, Series 2013B (the "2013B Bonds") and the use of a portion of the proceeds thereof to pay the costs of the construction of improvements to an industrial/distribution facility located within the City to be leased to a Kentucky subsidiary of Macco Organiques Incorporated, a Canadian corporation, for use in furtherance of economic development within the City (the Macco Project"); and

WHEREAS, developments subsequent to the date of issuance of the 2013B Bonds, events have resulted in a determination by the City that it is now necessary and desirable that the City authorize the use of the proceeds of the 2013B Bonds originally contemplated for the Macco Project for alternative capital and/or economic development projects (the "Alternative Projects") as may be set forth from time to time on the City's Capital Improvement Project listing (the "CIP List") or other ordinances.

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

Section 1. Authorized Use of Proceeds of 2013B Bonds. The City hereby declares that it is desirable and necessary to authorize, and the City hereby authorizes and directs, the use of remaining, unexpended proceeds of the 2013 Bonds for capital and/or economic development projects (the "Alternative Projects") as may be set forth from time to time on the City's CIP List or other ordinances and as may be further directed by this Board of Commissioners or the City Manager.

Section 2 -- Inconsistent Actions. All prior ordinances, resolutions, orders or parts thereof inconsistent herewith are hereby repealed.

Section 3 -- Open Meetings Compliance. All meetings of the City Commission and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.805 through 61.850.

Section 4 -- Effective Date. This Bond Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

INTRODUCED AND PUBLICLY READ ON FIRST READING on the 13th day of October, 2015.

PUBLICLY READ, ADOPTED AND APPROVED ON SECOND READING, this the 27th day of October, 2015.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:
By: _____
City Clerk

Agenda Action Form Paducah City Commission

Meeting Date: 10/13/2015

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 10th, 2015.

Four qualified proposals were received by May 26th, 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 20th & 21st 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 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:

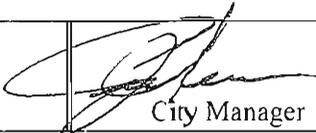
AM 9/18/15
Finance

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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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.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 13, 2015
Adopted by the Board of Commissioners, October 13, 2015
Recorded by Tammara S. Sanderson, City Clerk, October 20, 2015
Published by The Paducah Sun, _____
ord\plan\contract-architectural & design services—city hall



RATIO

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

October 8, 2015

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

Re: City Hall Project _ RATIO Letter of Proposal v.5

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 new 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, but 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 square foot 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 docs 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 (noted as 8 construction field visits by RATIO staff and 25 visits by a combination of PFGW/BFW-ME). Except that programming/master planning and schematic design 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.

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 perview
- 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 Representative(s)
City of Paducah | Commonwealth of Kentucky

Date

Agenda Action Form Paducah City Commission

Meeting Date: October 13, 2015

Short Title: Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield

Ordinance Emergency Municipal Order Resolution Motion

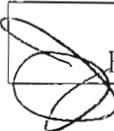
Staff Work By: Missi Dotson, Steve Doolittle, Greg Carlton
Presentation By: Steve Doolittle

Background Information:

Greg Carlton of Peel and Holland made a presentation on October 8, 2015 recommending that the city continue with Anthem Blue Cross Blue Shield for the 2016 plan year, effective January 1, 2016 as the City's Third Party Administrator (TPA) to provide claims administrative services related to the City's health insurance plan. Remaining with Anthem offers the best overall option for quality of plans, administrative services and competitive rates and factors. A summary of Anthem's administrative fees, rates and factors is attached. In addition, since January 1, 2011 the City of Paducah has purchased stop loss insurance with Anthem Blue Cross Blue Shield to protect the City's health insurance plan in the event of a catastrophic claim(s). It is recommended, for the 2016 plan year beginning on January 1, 2016, the Commission adopt an agreement with Anthem Blue Cross Blue Shield to purchase stop loss insurance which is set at a \$175,000 maximum city liability per person (individual stop loss), Anthem assumes liability for all claims in excess of this amount, and \$2,738,364.60 maximum city liability of total claims combined (aggregate stop loss limit), Anthem assumes liability for all claims in excess of the aggregate total up to \$1,000,000. Premium rates are \$111.58 per member per month* for individual stop loss insurance and \$6.48 per member per month** for aggregate stop loss insurance.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Health Insurance Administrative
Account Number: 073-0208-542.20-01


10/1/2015
Finance

Staff Recommendation: Authorize the Mayor to execute ASO agreement with Anthem Blue Cross Blue Shield for administrative services and stop loss insurance. * - \$378,925 ** - 922,006

Attachments: ASO

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015-10-_____

AN ORDINANCE ACCEPTING THE RATES FOR STOP LOSS INSURANCE COVERAGE WITH ANTHEM BLUE CROSS BLUE SHIELD FOR THE GROUP HEALTH INSURANCE PLAN FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2016 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the rates offered through Anthem Blue Cross Blue Shield for Stop Loss Insurance Coverage for the group health insurance plan for the City of Paducah, Kentucky. Effective January 1, 2016 the stop loss rates are as follows:

- 1) Individual Stop Loss - \$175,000 maximum City liability per person with a monthly rate of \$111.58 per member; and
- 2) Aggregate Stop Loss - \$2,738,364.60 maximum City liability of total claims combined with a monthly rate of \$6.48 per member.

SECTION 2. The Mayor is hereby authorized to execute a contract with Anthem Blue Cross Blue Shield for coverage authorized in Section 1 above.

SECTION 3. This expenditure will be charged to the Health Insurance Administrative Fund, account number 073-0208-542-2001.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 13, 2015

Adopted by the Board of Commissioners, October 27, 2015

Recorded by Tammara S. Sanderson, City Clerk, October 27, 2015

Published by the Paducah Sun, _____

\\ord\pers\health ins-stop loss coverage 2016

ASO

City of Paducah
 Group Number(s) 00210630
 Effective Date 01/01/2016 - 12/31/2015



ENROLLMENT	EE Only	EE + Spouse	EE + Child(ren)	EE + Family	Total Contracts
Total Number of Current Contracts	142	33	47	61	283
ANTHEM ADMINISTRATIVE RATES	Current	Renewal - No Laser			
Administrative Rate	\$40.18	\$42.19	5.00%		
Other	\$0.00	\$0.00			
TOTAL FIXED COST - PEPM	\$40.18	\$42.19	5.00%		
Total [12 Month Contract Period] Premium	\$136,451.28	\$143,277.24			
BROKER COMMISSION	Current	Renewal			
Broker Commission Fee	\$0.00	\$0.00			
Total [12 Month Contract Period] Premium	\$0.00	\$0.00			
SPECIFIC STOP LOSS	Current	Renewal			
Benefits Covered	Medical and Drug	Medical and Drug			
Contract Basis	Paid Basis	Paid Basis			
Specific Stop Loss Deductible - Per Member	\$175,000	\$175,000			
Specific Stop Loss Rate	\$92.98	\$111.58	20.00%		
Commission % included in above Rate	0.00%	0.00%			
Total [12 Month Contract Period] Premium	\$315,760.08	\$378,925.68			
AGGREGATE STOP LOSS	Current	Renewal			
Benefits Covered	Medical and Drug	Medical and Drug			
Contract Basis	Paid Basis	Paid Basis			
Aggregate Stop Loss Corridor	125%	125%			
Aggregate Stop Loss Rate	\$6.29	\$6.48	3.00%		
Commission % included in above Rate	0.00%	0.00%			
Total [12 Month Contract Period] Premium	\$21,360.84	\$22,006.08			
EXPECTED CLAIMS LIABILITY	Current	Renewal			
Expected Claims	\$516.06	\$545.08	25.00%		
Total [12 Month Contract Period] Premium	\$1,752,539.76	\$2,190,691.68			
MAXIMUM CLAIMS LIABILITY	Current	Renewal			
Maximum Claims Liability	\$645.08	\$806.35	25.00%		
Total [12 Month Contract Period] Maximum Claims	\$2,190,691.68	\$2,738,364.60			
Minimum Claims Liability	\$613.00	\$766.03			
Total [12 Month Contract Period] Minimum Claims	\$2,081,157.00	\$2,601,438.00			
OVERALL COST SUMMARY	Current	Renewal			
Total Fixed Costs	\$473,572.20	\$544,209.00	14.90%		
Expected Claims	\$1,752,539.76	\$2,190,691.68	25.00%		
Total Expected Liability	\$2,226,111.96	\$2,734,900.68	22.90%		
Total Fixed Costs	\$473,572.20	\$544,209.00			
Maximum Claims Liability	\$2,190,691.68	\$2,738,364.60			
Total Maximum Liability	\$2,664,263.88	\$3,282,573.60	23.20%		

Authorized Signature

Date

ASO Standard Stop Loss Assumptions

City of Paducah

Effective Date: 01/01/2016 - 12/31/2016



All medical benefits administered by Anthem are included under the Specific and Aggregate Stop Loss Agreement except for the following:

Claims for services and supplies considered experimental.

Claims for benefits not covered by the underlying benefit plan, which are paid by Anthem outside the plan at

City of Paducah's request

Human Organ Transplant / Bone Marrow Transplant (HOT/BMT) is included under the stop loss agreement.

If you are a current Anthem ASO client with Stop Loss Coverage and renew annually with a contract basis other than 24/12, there may be potential gaps in your Stop Loss Coverage. Should you wish to transition to a contract type without any potential coverage gaps, Anthem will be happy to provide a transition strategy and proposal upon request from your sales representative.

ASO SPECIFIC STOP LOSS

The Specific Stop Loss coverage will be effective January 01, 2016.

Claims that are paid January 01, 2016 through December 31, 2016 are included under the Stop Loss agreement.

Specific Stop Loss Coverage: Medical and Drug

The Specific Stop Loss Maximum is Unlimited per agreement period.

The Specific Stop Loss Maximum and Limit are administered on a Per Member basis.

Specific Stop Loss claims above the selected Specific Stop Loss Limit will not count towards satisfaction of the Aggregate Stop Loss Limit.

Specific Stop Loss rates are net of commissions.

ASO Standard Stop Loss Assumptions

City of Paducah

Effective Date: 01/01/2016 - 12/31/2016



Due to the gap in experience from the end of the experience period to the effective date of this proposal / renewal, Anthem reserves the right to review updated claims information 3 months prior to the effective date and make changes if necessary.

ASO AGGREGATE STOP LOSS

The Aggregate Stop Loss coverage will be effective January 01, 2016

Claims that are paid January 01, 2016 through December 31, 2016 are included under the Stop Loss Agreement.

Aggregate Stop Loss Coverage: Medical and Drug

The Aggregate Stop Loss Maximum is \$1,000,000 per agreement period

The Actively-at-Work provision may be waived, subject to disclosure of claims paid by the prior carrier. Specific Stop Loss claims above the selected Specific Stop Loss Limit will not count towards satisfaction of the Aggregate Stop Loss Limit.

Aggregate Stop Loss rates are net of commissions

The offer of Aggregate Stop Loss is contingent upon the purchase of Specific Stop Loss from Anthem

The minimum Aggregate Stop Loss Limit is \$2,601,438 annually

Authorized Signature _____

Date _____

Anthem Underwriting Issue Date: 09/18/2015

PART D - CERTIFICATION

By signing below, the Applicant certifies that the Information on this form is correct to the best of its knowledge and agrees to:

1. Promptly remit the appropriate premium by the payment date in accordance with the policy issued and the administrative service agreement through which the premium may be collected;
2. Provide every eligible employee an opportunity to enroll in the group health plan when he or she becomes eligible (only eligible employees, as described above, may be enrolled);
3. Maintain enrollment in the group health plan at or above the minimum requirement of 75% of eligible employees;
4. Maintain the minimum employer contribution requirement of 50% of the employee only rate established by the group health plan;
5. Fully abide by the terms of the policy issued by Anthem pursuant hereto as though the Applicant's authorized representatives had duly executed said documents on its behalf.

Further, the Applicant understands that failure to comply with the agreed-upon responsibilities, as listed above, will give Anthem the right to terminate the policy in accordance with its terms

SIGNATURE BOX

Signature of Authorized Company Official			Title	Date
Group Administrator / Future Correspondence Contact (please print)			Title	
()	()	Email Address		
Phone Number	Fax Number			

Anthem Blue Cross and Blue Shield is the trade name of Anthem Insurance Companies, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

SLCAKY2010

Medicare Secondary Payer



Employer Status Form

Please complete this form to assist with compliance with the Medicare Secondary Payer regulations of the Centers for Medicare and Medicaid Services (CMS). You may want to check with your legal counsel to confirm the Medicare Secondary Payer requirements.

Group name City of Paducah	Group contact Steve Doolittle
Group identification no. 00210630	Telephone no. 270-444-1333

The business or organization ("Group") named above:

Does NOT Does

have 20 or more employees for each working day in each of 20 or more calendar weeks in the current calendar year or the preceding calendar year, and

Does NOT Does

have 100 or more employees on 50 percent or more of its regular business days during the preceding calendar year.

"Employees" include (even if they are not eligible for Anthem group health plan benefits):

- Part-time, full-time and leased employees;
- Persons not working but receiving payments normally subject to FICA taxes, such as persons on disability for the first six months.

If the Group is part of a controlled group of employers under IRC Sec. 52(a) and (b) or an affiliated service under IRC Sec. 414(m), then all employees in the aggregated group of employers must be included in the count of the Group's employees.

The Group agrees to notify Anthem Blue Cross and Blue Shield as soon as the statement above is no longer true

The Group employed _____ (number) of such "employees" as of _____ (date).

If this form states a change in the category (i.e., under 20, over 20 or over 100 employees) for the Group, then a copy of the business' or organization's latest wage and tax statement must be attached and returned with this form.

I certify that the information provided above is true to the best of my knowledge and belief.

Group administrator signature	Date
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Life and Disability products are underwritten by Anthem Life Insurance Company, Indiana. Anthem Blue Cross and Blue Shield is a trade name of Anthem Insurance Companies, Inc. in Kentucky. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. In most of Missouri, Anthem Blue Cross and Blue Shield is the trade name of RightCHOICE Management Care, Inc. (RIT), Healthy Alliance Life Insurance Company (HALIC) and HMO Missouri, Inc. (RIT) and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. (RIT) and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Ohio, Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. In Wisconsin, Blue Cross Blue Shield of Wisconsin ("BCBSW") underwrites or administers the PPO and indemnity policies, Corporate Health Services Insurance Corporation ("Comicare") underwrites or administers the HMO policies, and Comicare and BCBSW collectively underwrite or administer the PDS policies. Independent licensees of the Blue Cross and Blue Shield Association. Anthem is a registered trademark. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2015

Short Title: Anthem Blue Cross Blue Shield Administrative Services

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Missi Dotson, Steve Doolittle, Greg Carlton
Presentation By: Steve Doolittle

Background Information:

Greg Carlton of Peel & Holland presented an overview to the City's Insurance Committee on October 8, 2015 outlining the City's current health plan costs and 2016 predictions. Greg Carlton and City staff recommends that the Mayor and Commissioners execute an agreement between the City of Paducah and Anthem Blue Cross Blue Shield effective January 1, 2016 to continue as the City's Third Party Administrator (TPA) to provide claims administrative services related to the City's health insurance plan. Remaining with Anthem offers the best overall option for quality of plans, administrative services, and competitive rates and factors. This agreement reflects the City's action to keep the City's health insurance plan TPA as Anthem Blue Cross Blue Shield effective January 1, 2016. A summary of Anthem's administrative fees, rates and factors is attached. Administrative rate paid to Anthem is \$42.19 per member, per month.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

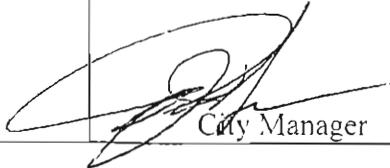
Funds Available: Account Name: Health Insurance Fund
Account Number: 073-0208-542.20-01

10/1/2015
Finance

Staff Recommendation: Authorize the Mayor to execute an agreement between the City of Paducah and Anthem Blue Cross Blue Shield to provide administrative services related to the City's health insurance plan effective for the plan year beginning January 1, 2016.

* - \$143,277.

Attachments: Anthem Blue Cross Blue Shield Administrative Services Proposal.

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2015-10-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND ANTHEM BLUE CROSS BLUE SHIELD

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an Agreement between the City of Paducah and Anthem Blue Cross Blue Shield as the City's Third Party Administrator to provide claims administrative services related to the City's health insurance plan. The effective date of this Agreement is January 1, 2016 and ending December 31, 2016.

SECTION 2. Funding for this service will come from the City's Health Insurance Fund.

SECTION 3. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 13, 2015
Adopted by the Board of Commissioners, October 27, 2015
Recorded by Tammara S. Sanderson, City Clerk, October 27, 2015
Published by The Paducah Sun, _____
ord\pers\blue cross blue shield 2016

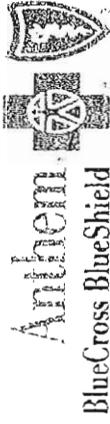
Renewal - Medical & Rx Plan – Anthem

- City of Paducah offers a dual plan option
- Health Plans are considered “Grandfathered” plans
- Renewal is being offered on a Paid basis
- Current Stop Loss Deductible is \$175,000

Rates and Factors below are based on the current Health Plans

ENROLLMENT	Total # of Contracts		
Total Number of Current Contracts	283		
ANTHEM ADMINISTRATIVE RATES	Current	Renewal - No Laser	
Administrative Rate	\$40.18	\$42.19	5.00%
Total [12 Month Contract Period] Premium	\$136,451.28	\$143,277.24	
SPECIFIC STOP LOSS	Current	Renewal	
Specific Stop Loss Deductible - Per Member	\$175,000	\$175,000	
Specific Stop Loss Rate	\$92.98	\$111.58	20.00%
Total [12 Month Contract Period] Premium	\$315,760.08	\$378,925.68	
AGGREGATE STOP LOSS	Current	Renewal	
Aggregate Stop Loss Corridor	125%	125%	
Aggregate Stop Loss Rate	\$6.29	\$6.48	3.00%
Total [12 Month Contract Period] Premium	\$21,360.84	\$22,006.08	
EXPECTED CLAIMS LIABILITY	Current	Renewal	
Expected Claims	\$516.06	\$645.08	25.00%
Total [12 Month Contract Period] Premium	\$1,752,539.76	\$2,190,691.68	
MAXIMUM CLAIMS LIABILITY	Current	Renewal	
Maximum Claims Liability	\$645.08	\$806.35	25.00%
Total [12 Month Contract Period] Maximum Claims	\$2,190,691.68	\$2,738,364.60	
Minimum Claims Liability	\$613.00	\$766.03	
Total [12 Month Contract Period] Minimum Claims	\$2,081,157.00	\$2,601,438.00	
OVERALL COST SUMMARY	Current	Renewal	
Total Fixed Costs	\$473,572.20	\$544,209.00	14.90%
Expected Claims	\$1,752,539.76	\$2,190,691.68	25.00%
Total Expected Liability	\$2,226,111.96	\$2,734,900.68	22.90%
Total Fixed Costs	\$473,572.20	\$544,209.00	
Maximum Claims Liability	\$2,190,691.68	\$2,738,364.60	
Total Maximum Liability	\$2,664,263.88	\$3,282,573.60	23.20%

Transitional Reinsurance Fees and PCORI fees are not included in this proposal.



City of Paducah
 Group Number(s) 002 10610
 Effective Date: 01/01/2016 - 12/31/2016
 Anthem States Representative: Janie Ammons

Calendar Year Benefits

Deductible (single/family)
 Out-of-Pocket Maximum (single/family)
 Physician / Specialist Office Services Copayment
 Inpatient Facility Copay
 Inpatient Facility Coinsurance
 Outpatient Surgery Facility Copay
 Outpatient Surgery Facility Coinsurance
 Emergency Room Services (copay/coins)
 Urgent Care Services (copay/coins)
 Lifetime Maximum
 Rx - Tier
 Rx - Retail Pharmacy
 Rx - Mail Order Pharmacy
 Rx - Deductible / Cost Shares

ENROLLMENT - Employees

Subscriber Only
 Subscriber + Spouse
 Subscriber + Child(ren)
 Subscriber + Family
 Total Number of Employees

ENROLLMENT - Members

Total Number of Members

Expected Claims Liability

Expected Claims Liability

ASSUMPTIONS

See Assumptions Pages
 Benefits may be subject to approval by CFEI

	Grandfathered Benefit Plan Renewal Core Plan - Embedded Blue Version 4.0 Lumene HSA - Cost Share Option		Grandfathered Benefit Plan Renewal Buy-Up Plan 1 Blue Version 4.0 PPO - Modified Cost Shares		Totals
	Network	Non-Network	Network	Non-Network	
Deductible (single/family)	\$3,000	\$3,000	\$1,500	\$3,000	\$3,000
Out-of-Pocket Maximum (single/family)	\$6,000	\$6,000	\$3,000	\$6,000	\$6,000
Physician / Specialist Office Services Copayment	0%	30%	20%	50%	50%
Inpatient Facility Copay	\$0	\$0	\$0	\$0	\$0
Inpatient Facility Coinsurance	0%	30%	20%	50%	50%
Outpatient Surgery Facility Copay	\$0	\$0	\$0	\$0	\$0
Outpatient Surgery Facility Coinsurance	0%	30%	20%	50%	50%
Emergency Room Services (copay/coins)	\$0	\$0	\$0	\$0	\$0
Urgent Care Services (copay/coins)	\$0	\$0	\$0	\$0	\$0
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Rx - Tier	Tier_1	Tier_2	Tier_1	Tier_2	Tier_3
Rx - Retail Pharmacy	0%	0%	\$15	\$35	\$55
Rx - Mail Order Pharmacy	0%	0%	\$45	\$105	\$165
Rx - Deductible / Cost Shares	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$0 / \$0	\$2,500
ENROLLMENT - Employees					
Subscriber Only					142
Subscriber + Spouse					33
Subscriber + Child(ren)					47
Subscriber + Family					61
Total Number of Employees					283
ENROLLMENT - Members					
Total Number of Members					606
Expected Claims Liability					
Expected Claims Liability					\$645.08

Authorized Signature _____
 Date _____

These values include changes to the standard medical plan to ensure compliance with the requirements of the recently enacted federal health care reform legislation. Some of the changes in the standard medical plan include: lifetime maximums, elimination of certain annual limits, and the expansion of the definition of dependents (look in your carrier booklet(s) for benefit details and limitations). This benefit description is intended to be a high-level overview of benefits and inclusions are contained in the Group Contract. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

ASO Standard Pricing Assumptions

City of Paducah

Effective Date: 01/01/2016 - 12/31/2016



The services, rates and fees within this proposal assume an effective date of January 01, 2016 through December 31, 2016.

Anthem Health Plans of Kentucky, Inc. reserves the right to revise this proposal under any of the following circumstances:

- (1) a change to the Plan benefits initiated by Employer that results in a substantial change in the services to be provided by Anthem Health Plans of Kentucky, Inc.
- (2) a change in ownership.
- (3) a change in the total number of Subscribers resulting in a +/- 10% of the number of Subscribers enrolled for coverage on the date of the Administrative Services Fee was last modified.
- (4) a change in Employer Contribution.
- (5) a change in nature of Employer's business resulting in a change in its designated Standard Industrial Classification ("SIC") code.
- (6) a change in applicable law that results in an increase in the cost or amount of administrative services from those currently being provided by Anthem Health Plans of Kentucky, Inc. The cost for our standard reporting package is included in the proposed ASC fee. Non-standard reports may be subject to an additional fee depending on the complexity and frequency requested.
- (7) if material errors or omissions are found after the quote is issued, we reserve the right to revise the quote in any manner or rescind the quote even if you are unaware of the material error or omission. Additionally, we reserve the right to rescind the proposal in its entirety based on our review of all the information submitted during the proposal process.

Electronic eligibility or tape feeds must be in a format compatible with our systems.

Anthem Health Plans of Kentucky, Inc.'s proposal assumes claims incurred prior to the effective date are not included unless specifically noted.

In the unlikely event the ASO arrangement is terminated by City of Paducah during the implementation phase, the costs incurred by Anthem Health Plans of Kentucky, Inc. in setting up and installing the group will be the responsibility of City of Paducah.

ASO Standard Pricing Assumptions

City of Paducah

Effective Date: 01/01/2016 - 12/31/2016



This proposal assumes that Anthem Health Plans of Kentucky, Inc. will be the only carrier offered.

Quoted rates are subject to review of audited financial statements and Dunn & Bradstreet reports prior to final sale.

City of Paducah must sign the administrative services agreement prior to the effective date or agree to abide by Anthem Health Plans of Kentucky, Inc.'s standard administrative practices until the administrative services agreement is signed. If City of Paducah does not agree to this provision, claims processing could be delayed until an agreement is signed.

If City of Paducah is delinquent in payment for the weekly claims billing, Anthem Health Plans of Kentucky, Inc. will not process further claims until the account is brought current.

Assessments include charges for the Vaccine Program, High Risk Assessment and VT Health IT Reinvestment Fund.

Non-grandfathered plans will include Preventive Care as defined by regulation without cost sharing on in-network services.

Anthem Health Plans of Kentucky, Inc. shall retain the difference, if any, between the invoiced amount to City of Paducah and the amount paid to the pharmacy benefit manager for prescription drugs dispensed to members as a portion of Anthem Health Plans of Kentucky, Inc.'s reasonable compensation for services provided to City of Paducah.

ASO fees and stop loss premiums will be invoiced on the first full week of the month and due within three business days. Claims are billed weekly.

This proposal expires 60 days from the date of release of this proposal or on the effective date whichever is sooner.

The fees assume 283 Subscribers. If the actual number of Subscribers differs by +/-10%, Anthem reserves the right to revise the fees.

A change in the contract period will require a recalculation of fees.

Anthem Blue Cross and Blue Shield assumes that participation for City of Paducah is within our guidelines. The minimum acceptable participation is the greater of (a) 50% of total eligible full-time employees or (b) 75% of net eligible full-time employees. Net eligible is total eligible less any spousal waivers.

Anthem Underwriting Issue Date: 09/15/2015

ASO Standard Pricing Assumptions

City of Paducah

Effective Date 01/01/2016 - 12/31/2016



An eligible employee is defined as an active, permanent employee who works for pay or profit at least 30 hours per week, 50 weeks per year as of the effective date and who completes the group imposed waiting period

Anthem Health Plans of Kentucky, Inc. requires that City of Paducah contributes a minimum of 50% of the employee premium for all active and retired employees enrolled in the group health plan

Blue Care Fees will be billed to the group

Our proposal for ASO excludes commission (commission would be disclosed here if applicable)

Section 1341 of the Affordable Care Act (ACA or Health Care Reform Law) provides that a transitional reinsurance program be established in each state to help stabilize premiums for coverage in the individual market during the years 2014 through 2016. ACA Reinsurance Fees in 2014 are estimated to be \$5.25 per participant per month. This quote or renewal DOES NOT include the ACA Reinsurance Fees, since it is assumed that the employer will remit payment to HHS directly.

At this time, it is not known if additional guidance and clarification from the U.S. Department of Health and Human Resources will require additional changes to benefits and rates. If so, we will communicate revised benefit and rate information as soon as it is available.

ASO Standard Pricing Assumptions

City of Paducah

Effective Date 01/01/2016 - 12/31/2016



The benefits reflected in this quotation may have been adjusted to comply with changes required by the Affordable Care Act beginning in 2014

NOTE For new business groups only, Anthem Underwriting requires 8 months of Anthem data for the 1st year renewal.

Authorized Signature

Date

Anthem Underwriting Issue Date 09/15/2015

Agenda Action Form Paducah City Commission

Meeting Date: October 13, 2015

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

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Missi Dotson, Steve Doolittle
Presentation By: Steve Doolittle

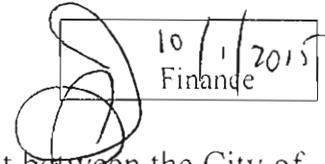
Background Information:

The City has utilized the Health Risk Advisor services of Greg Carlton through Peel & Holland since July 1999 pertaining to issues regarding the administration, renewal, claim resolution, cost containment and bidding process of the City's health insurance plan. During this time the City has received exceptional service from Mr. Carlton. The City will pay Peel and Holland \$76,900 for the 2016 years' service. This fee is payable in four equal installments of \$19,225 to be billed quarterly. The total includes a \$70,000 advisor fee, which shows an increase for the first time in four years, and includes the use of data analytics via Acclaim Health Analytics and NavMD Design 180 with customized reporting and care management integration, that provides data analytics that are critical to the success of the Edumedics layer of Health Coaching that was added in 2014. In addition, there is use of Compliance Dashboard which is needed to stay in line with the changing laws related to ACA and other employer reporting of health information.

There will be an additional fee of \$200 per hour subject to a minimum retainer of \$5,000 for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes, or other similar issues. The services provided by Greg Carlton will continue effective January 1, 2016.

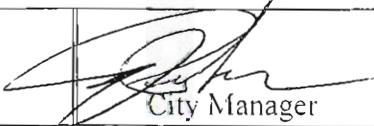
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

 10/1/2015
Finance

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

Attachments: Strategic Health Risk Advisor and Strategic Benefit Placement Services
Renewal Agreement

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-10-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES WITH PEEL & HOLLAND FINANCIAL GROUP FOR ADMINISTRATION OF THE CITY OF PADUCAH'S HEALTH INSURANCE

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute of a contract for a Strategic Health Risk Advisor and Strategic Benefit Placement Services with Peel & Holland Financial Group, in the amount of \$76,900.00, payable in four equal installments of \$19,225 each, for administration services pertaining to the administration of the City of Paducah's health insurance. An additional fee of \$200 per hour, subject to a minimum retainer of \$5,000.00, will be charged for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes or other similar issues. This contract is for the 2016 calendar year.

SECTION 2. This expenditure shall be charged to the Insurance Claims account-07302085422307.

SECTION 3. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 13, 2015
Adopted by the Board of Commissioners, October 27, 2015
Recorded by Tammara S. Sanderson, City Clerk, October 27, 2015
Published by *The Paducah Sun*, _____
word\pers\contract-Greg Carlton 2016



ANTHEM BLUE CROSS & BLUE SHIELD
SINGLE CASE AGREEMENT
ADDENDUM TO BROKER AGREEMENT

This Addendum ("Addendum") dated September 15, 2015, is agreed to by and between Anthem Blue Cross and Blue Shield ("Anthem") and Greg Carlton - Peel & Holland ("Broker"). This Addendum shall be effective as of January 01, 2016 and supercedes and replaces any prior Addendum, Single Case Agreement, or other agreements regarding the compensation between the parties with respect to the Group provided in Section 3 below.

Section 1: Effect of Addendum

- 1.1 This Addendum constitutes an amendment and supplement to the Broker Agreement between Anthem and Broker in effect as of the date hereof (the "Broker Agreement") in accordance the terms thereof, and supercedes and replaces the Commission portion of the Compensation Schedules attached to the Broker Agreement.
- 1.2 Except as expressly set forth herein, the Broker Agreement shall continue in full force and effect in accordance with its original terms, which terms shall also apply herein.

Section 2: Term and Termination

- 2.1 This Addendum shall automatically renew annually, unless earlier terminated as provided herein.
- 2.2 Either party may terminate this Addendum with at least thirty- (30) days advance written notice to the other party without cause ("Termination without Cause")
- 2.3 Anthem may terminate this Addendum effective upon mailing of written notice to Broker in the event of any breach of the terms hereof by Broker, or for any of the reasons set forth in the Broker Agreement, or any other provision thereof providing for termination for cause.
- 2.4 This Addendum shall terminate automatically and without notice in the event that the Broker Agreement is terminated pursuant to its terms

Section 3: Group Information

3.1 Group Name: City of Paducah Group ID: 210630

3.2 Group: New Renewal Renewal Date: January 01, 2016 Association Name: _____

3.3 Group Location (IN, KY, MO, OH, WI): KY Current Health Contracts: 283

3.4 Broker to be Paid Greg Carlton - Peel & Holland Commission Split: 100%

Broker Tax ID: _____ Broker Code: _____

3.5 Broker to be Paid _____ Commission Split: _____

Broker Tax ID: _____ Broker Code: _____

Anthem Blue Cross and Blue Shield, a not-for-profit company, is licensed in Indiana, Anthem Insurance Companies, Inc., in Kentucky, Anthem Health Plans of Kentucky, Inc. in Ohio, Community Insurance Company, in Ohio, and Anthem Blue Cross and Blue Shield Association.

Section 4: Commission Please complete option 1, 2, or 3 below.

(Complete Option 1 if Per Capita Rate varies by Lines of Business. Please complete all Line of Business fields and use N/A if Line of Business does not apply.)

- 1). Per Capita Commission Rate Per Subscriber Per Month (PSPM): Health; _____ Dental; _____ Vision; _____
- 2). Per Capita Commission Rate for Administrative Service Only (ASO) Group (PSPM):
 Health \$ \$0.00 + Stop Loss % \$0.00 PSPM = \$0.00 Total Health PSPM
 Dental; _____ Vision; _____
- 3). Flat Commission Rate for ASO Group of _____ Per Month.

Note: If a Commission split is indicated in Section 3 of this Addendum, then the rate(s) indicated in Section 4 will be split accordingly.

Section 5: Acceptance of Addendum

Anthem may modify or amend this Addendum upon thirty (30) days' written notice to Broker.

By executing this Addendum below, the Broker attests that all compensation requested by this Addendum has been fully disclosed by the Broker to the Group. Further, by executing this Addendum, the parties agree to the terms and conditions of this Addendum.

BY: _____
 (Signature: Anthem Sales Representative)

Jamie Ammons
 (Printed Name: Anthem Sales Representative)

 (Date)

BY:

 (Signature: BROKER 1)

Gregory W. Carlton
 (Printed Name: BROKER 1)

9/28/2015
 (Date)

BY: _____
 (Signature: Anthem Regional Vice President or Regional Sales Director)

Moriah Ogilvie
 (Printed Name: Anthem Regional Vice President or Regional Sales Director)

 (Date)

BY: _____
 (Signature: BROKER 2)

 (Printed Name: BROKER 2)

 (Date)

City of Paducah, through its authorized representative hereby certifies that Greg Carlton - Peel & Holland is authorized to receive commission as described in Section 4 above.

BY: _____
 (Signature: Anthem Underwriting)

Barnett, Mike
 (Printed Name: Anthem Underwriting)

 (Date)

BY: _____
 (Signature: Group Representative)

 (Printed Name: Group Representative)

 (Date)

Anthem Blue Cross and Blue Shield is the trade name for the following: Anthem Health Plans of Kentucky, Inc. in Kentucky; Anthem Health Plans of Kentucky, Inc. in Ohio; Community Insurance Company. Registered marks Blue Cross and Blue Shield Association.

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2015

Short Title: Authorize Contract with MAC Construction & Excavating, Inc., for Construction of the Riverfront Redevelopment Project Phase 1-B

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

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

Background Information:

On September 17, 2013, the City of Paducah Board of Commissioners referred to the Paducah Riverfront Development Authority (PRDA) review of the elements of the Riverfront Redevelopment Project Phase 1-B for recommendations to the Board for revisions that can be made to the Project. On April 1, 2014, the Paducah Riverfront Development Authority (PRDA) recommended to the City of Paducah Board of Commissioners revisions could be made to the Riverfront plans and specifications in order to reduce the overall cost of the proposed Riverfront Phase 1-B Project. Upon reviewing the recommendations, the Board of Commissioners agreed with PRDA's recommended revisions to the Project. Therefore, the services of Bacon, Farmer, Workman Engineering & Testing, Inc. (BFW) were obtained to revise the plans and specifications to comply with the revisions recommended by PRDA and agreed upon by the Board of Commissioners (with the exception of including the sanitary wastewater system as required by the BIG grant). When the plans and specifications were finalized by BFW, review and approvals were obtained by the Kentucky Transportation Cabinet Office of Local Programs and the Kentucky Department of Fish & Wildlife Resources.

On Wednesday, June 3, 2015 the City of Paducah received and opened sealed written bids for the Phase 1-B Project. Two bids were received from responsive and responsible bidders. Upon evaluation, the two bids received were found to be in excess of the proposed construction cost and funding allocated at the time. Therefore, the bids were rejected. It was genuinely anticipated that rebidding the Project would result in lower bid prices.

On September 9, 2015, sealed written bids were opened and read aloud for the re-bid of the Riverfront Redevelopment Project Phase 1-B. Two responsive bids were received for this Project, with MAC Construction & Excavating, Inc., submitting the lowest responsive bid of \$8,353,888.00 for the full Project. The Bid also contained three alternate deductions as follows:

<u>Bid - Alternates</u>	<u>Bid</u>	<u>Amount</u>
Total Bid - Full Riverfront Phase 1-B Project	\$8,353,888.00	\$8,353,888.00
Deductive Alternative #1 - Reduce Transient Dock by 60'	-\$240,777.58	\$8,113,110.42
Deductive Alternative #2 - Delete Center Rail on Transient Dock	-\$24,198.30	\$8,088,912.12
Deductive Alternative #3 - Remove Wave Attenuator	-\$157,203.20	\$7,931,708.92

On October 6, 2015, a presentation was made before the Board of Commissioners outlining four main options and project costs in order to discuss moving forward on the Phase 1-B Project. At this meeting, the Board of Commissioners was informed that the PRDA unanimously approved a motion to request the Board to move forward with the Riverfront Redevelopment Project Phase 1-B as proposed and as bid. Discussion took place around the four options, the four deductive alternatives, and means of funding.

In accordance with the specifications, the bids received on September 9, 2015, can be held by the City for 60 days. This would make the bids valid through November 8th. Therefore, prior to expiration of the bids received, the Board of Commissioners may consider accepting the Bid received by MAC Construction prior to the expiration date in the amount of \$8,353,888.00 and utilize the first Deductive Alternative of -\$240,777.58, which would then bring the total revised bid amount to \$8,113,110.42.

This Project can be funded by the following grants and allocations:

FHWA Funds	\$3,920,000.00
BIG Grant	\$910,300.00
City Match	\$320,000.00
Additional City Funds	<u>\$2,963,110.42</u>
Total	\$8,113,110.42

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Finance

FHWA Grant Portion:
Account Name: 040-3315-532-2307
Account Number: DT0020

BIG Grant + City Match Portion:
Account Name: 040-3315-532-2307
Account Number: DT0026

Additional City Funds:

Staff Recommendation:

To receive and file the bids and adopt an Ordinance accepting the Bid received by MAC Construction utilizing the first Deductive Alternative in the amount of \$8,113,110.42 for construction of the Riverfront Redevelopment Project Phase 1-B Project.

Attachments:

Bids and Bid Tab, Ad, Proposed Contract

 Department Head	City Clerk	 City Manager
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**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT
Riverfront Redevelopment Project Phase 1-B
Gangway, Transient Dock and Land Mass**

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **MAC CONSTRUCTION & EXCAVATING, INC.**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the **Riverfront Redevelopment Project Phase 1-B Gangway, Transient Dock and Land Mass**. All Work shall be in accordance with this Agreement, the Plans, Specifications and any Addendum(s) issued.

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

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **Two Hundred and Forty (240) consecutive calendar days** thereafter.

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

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein; **utilizing the first Deductive Alternative of -\$240,777.58**, the total revised bid would equate to: **Eight Million One Hundred Thirteen Thousand One Hundred Ten Dollars and 42 Cents (\$8,113,110.42)** as quoted in the Bid Proposal by the Contractor dated September 9, 2015, which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

Payments for Work Completed will be made in accordance with the Specifications.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

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

ARTICLE 6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, both as to interpretation and performance, as it is made and entered into in the Commonwealth of Kentucky. Venue for any legal action brought to enforce any provision of this Agreement or based upon or arising out of this Agreement shall exclusively be in the state courts of McCracken County, Kentucky, and the parties hereto irrevocably agree to submit to the personal jurisdiction of any such court.

ARTICLE 7. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

MAC CONSTRUCTION & EXCAVATING, INC.

CITY OF PADUCAH, KENTUCKY

BY _____
TITLE _____

BY _____
Gayle Kaler, Mayor

ADDRESS:
1908 Unruh Court
New Albany, Indiana 47150

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