



**CITY COMMISSION MEETING**  
**AGENDA FOR NOVEMBER 3, 2015**  
**5:30 P.M.**  
**CITY HALL COMMISSION CHAMBERS**  
**300 SOUTH FIFTH STREET**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE - Addie and Kate Rogers, PTHS Freshmen**

**ADDITIONS/DELETIONS**

	I.	<u>MINUTES</u>
	II.	<u>MOTION</u>
		A. R & F Documents
	III.	<u>MUNICIPAL ORDER</u>
		A. Approve Application for KLC Safety Grant – S. ERVIN
		B. Approve Acquisition of Real Property Located at 427 North 6 <sup>th</sup> Street – S. ERVIN
		C. Approve Sale of 427 North 6 <sup>th</sup> Street – S. ERVIN
	IV.	<u>ORDINANCE – ADOPTION</u>
		A. Approve Agreement for Professional Engineering Design Services for the Dome Relocation Project – R. MURPHY
	V.	<u>ORDINANCE – INTRODUCTION</u>
		A. Accept Renaissance on Main Grant Award – S. ERVIN
	VI.	<u>CITY MANAGER REPORT</u>
	VII.	<u>MAYOR &amp; COMMISSIONER COMMENTS</u>
	VIII.	<u>PUBLIC COMMENTS</u>
	IX.	<u>EXECUTIVE SESSION</u>

OCTOBER 27, 2015

At a Regular Meeting of the Board of Commissioners, held on Tuesday, October 27, 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 City Clerk, the following answered to their names: Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4). Commissioner Wilson was absent (1).

### **PLEDGE OF ALLEGIANCE**

Rachael Skibinski, Clark Elementary 5<sup>th</sup> grader, led the pledge.

### **ADDITIONS/DELETIONS**

The City Manager added an ordinance to be introduced to the agenda regarding engineering design services for the dome relocation project.

### **MINUTES**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the October 20, 2015, City Commission meeting be waived and the Minutes of said meeting prepared by the City Clerk be approved as written.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4).

### **MOTIONS**

#### **R & F DOCUMENTS**

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

### **DOCUMENTS**

1. Certificate of Liability Insurance for Charles Smith
2. Deed of Conveyance with Robert & Karen Smith for 3311 Olivet Church Road (MO # 1863)
3. Contracts & Agreements:
  - a. Contract for Services with Paducah Tilghman High School – Tornado League Football (Executed by the City Manager)
  - b. Memorandum of Agreement with Paducah & Louisville Railway, Inc. for improvement to an existing at-grade railway crossing (ORD 2015-10-8305)
  - c. Contract with Peel & Holland Financial Group for Strategic Health Risk Advisor & Strategic Benefit Placement Services (ORD 2015-10-8316)
  - d. Addendum to the Broker Agreement between Anthem Blue Cross Blue Shield and Greg Carlton – Peel & Holland (ORD 2015-10-8316)
  - e. Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield (ORD 2015-10-8314)
  - f. Anthem Health Insurance Benefits Rates Agreement for 2016 (MO # 1865)
4. Commissioner Carol Gault's letter of abstention for the Riverfront Redevelopment Project Phase 1-B vote
5. City of Paducah Police and Firefighters Pension Fund:
  - a. Valuation as of July 1, 2015
  - b. Statement of Governmental Accounting Standards Numbers 67 and 68 Actuarial Report

OCTOBER 27, 2015

c. Review of Actuarial Valuation

6. City of Paducah Appointive Employees' Pension Fund Statement of Governmental Accounting Standards Numbers 67 and 68 Actuarial Report
7. Paducah Water Works Financial Statements for Years Ended September 30, 2015

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4).

**MUNICIPAL ORDER**

**PERSONNEL CHANGES**

Commissioner Rhodes offered motion, seconded by Commissioner Gault, that upon the recommendation of the City Manager, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.

(SEE MUNICIPAL ORDER BOOK)

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4).

**APPROVE LITTER ABATEMENT GRANT APPLICATION**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2016 KENTUCKY LITTER ABATEMENT GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE ENGINEERING/PUBLIC WORKS DEPARTMENT'S STREET LITTER ABATEMENT PROGRAM," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4).  
M.O.#1868; BK 9

**USE OF SPENDING CREDITS FOR ELIGIBLE EMPLOYEES IN THE 2016 PLAN YEAR**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "A MUNICIPAL ORDER ESTABLISHING POLICY FOR USE OF SPENDING CREDITS TOWARDS THE PURCHASE OF CERTAIN BENEFITS SUCH AS HEALTH, DENTAL OR VISION PURSUANT TO THE CITY'S GROUP HEALTH INSURANCE PLAN," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4).  
M.O.#1869; BK 9

**APPROVE CERTIFICATION TO KENTUCKY TRANSPORTATION CABINET OF SAFE LOAD BRIDGE CAPACITY POSTING FOR 2015**

Commissioner Rhodes offered motion, seconded by Commissioner Gault, that a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF COMPLIANCE WITH NATIONAL BRIDGE INSPECTION STANDARDS/BRIDGE POSTING REQUIREMENTS FOR PADUCAH, KENTUCKY CERTIFYING BRIDGES WITHIN THE CITY LIMITS OF PADUCAH ARE POSTED WITH SAFE LOAD CAPACITIES OF 40 TONS OR LESS," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4).  
M.O.#1870; BK 9

**ORDINANCES – ADOPTION**

**PURCHASE OF VEHICLES:**

**3—COMPACT SUV’S**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, “AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF THREE (3) 2016 JEEP PATRIOTS 4X4, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME.” This ordinance is summarized as follows: The City of Paducah accepts the bid of Linwood Motors, in the amount of \$79,660.00, for sale to the City of three (3) 2016 Jeep Patriots 4X4, for use by the Parks Department, Engineering-Public Works Department and Solid Waste Division of EPW, and authorizes the Mayor to execute a contract for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4).  
ORD.#2015-10-8318; BK 34

**1-TRENCH TRAILER**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, “AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) ATC QUEST 2016 TRENCH TRAILER, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME.” This ordinance is summarized as follows: The City of Paducah accepts the bid of Midway Trailer, Inc., in the amount of \$43,900, for sale to the City of one (1) ATC Quest 2016 Trench Trailer for use by the Fire Department, and authorizes the Mayor to execute a contract for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4).  
ORD.#2015-10-8319; BK 34

**1-4X4 SSV ½ TON PICK UP**

Commissioner Rhodes offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, “AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) 2016 RAM SSV 4x4 CREW CAB HALF-TON PICKUP TRUCK, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME.” This ordinance is summarized as follows: The City of Paducah accepts the bid of Linwood Motors, in the amount of \$36,513.00, for sale to the City of one (1) 2016 Ram SSV 4X4 crew cab half-ton pickup truck, for use by the Fire Department, and authorizes the Mayor to execute a contract for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4).  
ORD.#2015-10-8320; BK 34

**2-4X4 ½ TON PICKUPS**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, “AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) 2016 RAM SSV 4x4 CREW CAB HALF-TON PICKUP TRUCK, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME.” This ordinance is summarized as follows: The City of Paducah accepts the bid of Linwood Motors, in the amount of \$36,513.00, for sale to the City of one (1) 2016 Ram SSV 4X4 crew

OCTOBER 27, 2015

cab half-ton pickup truck, for use by the Fire Department, and authorizes the Mayor to execute a contract for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4).  
ORD.#2015-10-8321; BK 34

**PURCHASE PROFESSIONAL SERVICES FOR ERP CONTRACT NEGOTIATIONS AND DEVELOPMENT OF STATEMENT OF WORK**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN ENGAGEMENT LETTER FOR ADDITIONAL CONSULTING SERVICES WITH PLANTE MORAN, AND AUTHORIZING THE MAYOR TO EXECUTE SAID ENGAGEMENT LETTER." This ordinance is summarized as follows: That the City of Paducah hereby approves an Engagement Letter with Plante & Moran, for additional consulting services in an amount not to exceed \$18,400 to assist city staff in conducting contract negotiations, developing a statement of work and assisting in the preparation of all contract-related documents for the Enterprise Resource Planning Software and authorizes the Mayor to execute an engagement letter for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, and Mayor Kaler (4).  
ORD.#2015-10-8322; BK 34

**ORDINANCE – INTRODUCTION**

**AUTHORIZE MAYOR TO EXECUTE AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE DOME RELOCATION PROJECT**

Commissioner Gault offered motion, seconded by Commissioner Abraham that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MARCUM ENGINEERING, LLC FOR DESIGN SERVICES RELATED TO THE DOME RELOCATION PROJECT." This ordinance is summarized as follows: That the City of Paducah hereby approves an agreement between the City and Marcum Engineering, LLC, in an amount not to exceed \$65,500.00 for professional engineering design services related to the Dome Relocation Project. Further, the Mayor is authorized to execute said agreement

**CITY MANAGER REPORT**

City Manager requested an executive session for economic development

**MAYOR & COMMISSIONER COMMENTS**

No comments were given.

**PUBLIC COMMENTS**

No public comments were given.

**EXECUTIVE SESSION**

Commissioner Rhodes offered motion, seconded by Commissioner Gault, that the Board go into closed session for discussion of matters pertaining to the following topic(s):

OCTOBER 27, 2015

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

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes and Mayor Kaler (4).

Upon motion the meeting adjourned.

**ADOPTED:** November 3, 2015

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City Clerk

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Mayor

November 3, 2015

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

**DOCUMENTS**

1. Certificates of Liability Insurance:
  - a. Marcum Engineering, LLC
  - b. Ivitts Plumbing Contractors, Inc.
2. Deed with Bob Hopper and Brenda Hollis for 427 North 6<sup>th</sup> Street (MO # 1799)
3. Contracts & Agreements:
  - a. Real Estate Purchase Agreement with Paducah & Louisville Railway, Inc. for the purchase of 619 6<sup>th</sup> Street (ORD 2015-10-8309)
  - b. City Request and Agreement with the Kentucky Division of Waste Management for Anti-Litter Control Program Grant Funding (MO # 1868)
  - c. Letter of Assistance with Flour Federal Services, Inc. Deactivation Project for Police Department Services
  - d. Agreement with Ratio Architects, Inc. for Two Architectural/Design Service Options for the City Hall Project (ORD # 2015-10-8313)
  - e. Fully Insured Renewal for Blue View Vision with Anthem Blue Cross Blue Shield for 2016 (MO # 1865)
4. Barkley Regional Airport Authority Financial Statements for Years Ended June 30, 2015 and 2014

**BIDS FOR PLANNING DEPARTMENT**

**427 North 6<sup>th</sup> Street**

1. William and Vickie Robertson \*

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 3 November 2015

Short Title: 2015 Kentucky League of cities (KLC) Insurance Services Safety Grant Application

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Les Evans; Sheryl Chino  
Presentation By: Mark Thompson

Background Information: KLCIS Safety Grant Program was developed in 1999 as a way for members to stretch our safety budget. This grant has a 50/50 matching funds safety grant program that will reimburse a city up to \$3,000 for a prior-approved items/equipment that will reduce Workers' Compensation exposures, and another grant up to \$3,000 for prior-approved items/equipment that will reduce General Liability and Property exposures.

For this funding cycle, the Paducah Park Services Department is applying for an Expression Swing which ADA compliant to be placed at Noble Park to replace an existing swing. The total cost is \$5,110.91. The Parks Services Department will apply for \$2,555.45 from KLC and the required match will be \$2,555.46. The matching funds will come from the account number 001-2402-534-35-15.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available:            Account Name:  
   Account Number:

Finance
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Staff Recommendation: Authorize and direct the Mayor to sign all required grant application documents.

Attachments: None

Park Services Dept.	City Clerk	 City Manger
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO OBTAIN A 2015 MATCHING INSURANCE SERVICES SAFETY GRANT AWARD IN THE AMOUNT OF \$2,555.45 FROM THE KENTUCKY LEAGUE OF CITIES FOR REIMBURSEMENT FOR THE PURCHASE OF AN EXPRESSION SWING WHICH WILL BE PLACED AT THE PLAYGROUND AT BOB NOBLE PARK

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to obtain a 2015 matching Insurance Services Safety Grant in the amount of \$2,555.45 from the Kentucky League of Cities for reimbursement of the purchase of an expression swing to be placed at the playground at Bob Noble Park. Matching funds in the amount of \$2,555.46 will be provided through the Paducah Parks Services budget.

SECTION 2. This order will 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, November 3, 2015  
Recorded by Tammara S. Sanderson, City Clerk, November 3, 2015  
\mo\grants\klc safety grant 2015 11-2015

# Agenda Action Form Paducah City Commission

Meeting Date: Nov. 3, 2015

**Short Title: Acquisition of the property at 427 North 6<sup>th</sup> Street**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Steve Ervin  
Presentation By: Steve Ervin

### Background Information:

Municipal Order #1799 authorized the sale of 427 North 6<sup>th</sup> Street to Bob Hopper and Brenda Hollis. After transfer of the property and bidding of new construction, Bob Hopper and Brenda Hollis decided that the project proposed was not a viable option at this time in their lives. The owners approached the Planning Department with the offer to transfer the property back to the City for \$1. This action would authorize the Mayor to sign a deed acquiring the property.

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

**Funds Available:** Account Name: Lowertown  
Account Number: 040-4411-592-2307 CD-0075

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

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 427 NORTH 6<sup>TH</sup> STREET FROM BOB HOPPER AND BRENDA HOLLIS TO THE CITY OF PADUCAH FOR \$1, AND AUTHORIZING THE MAYOR TO EXECUTE A CONSIDERATION CERTIFICATE IN THE DEED

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby accepts the donation of real property located at 427 North 6<sup>th</sup> Street from Bob Hopper and Brenda Hollis for \$1.

SECTION 2. The Mayor is hereby authorized to execute a Consideration Certificate in the Deed to accept the donation of property approved in Section 1 above.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners, November 3, 2015  
Recorded by Tammara S. Sanderson, City Clerk, November 3, 2015  
\\mo\prop donated -427 N6th 11-2015

--- D E E D ---

THIS DEED, made and entered into on this October \_\_\_\_\_, 2015, by and between **BOB HOPPER and BRENDA HOLLIS**, husband and wife, of 2326 Harrison Street, Paducah, Kentucky 42001, hereinafter called "Grantors"; and **CITY OF PADUCAH, KENTUCKY**, for the use and benefit of the Main Street Department of the City of Paducah, a municipal corporation of the Second Class, with a mailing address of PO Box 2267, Paducah, Kentucky 42002-2267, which is also the in-care-of address to which the property tax bill for the year in which the property is transferred may be sent, hereinafter called the "Grantee".

WITNESSETH:

THAT FOR AND IN TOTAL CONSIDERATION of \$1.00, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantors have bargained and sold and do hereby grant, sell and convey unto the Grantee, its successors and assigns forever, all of the following real property located in McCracken County, Kentucky, and more particularly described as follows, to-wit:

427 NORTH 6<sup>TH</sup> STREET

BEING LOT NO. 5 IN BLOCK NO. 23 (ORIGINAL BLOCK NO. 129) ADDITION "D" OR LOWER TOWN PADUCAH AND BEGINNING AT A POINT ON THE WESTERLY SIDE OF 6<sup>TH</sup> STREET, 57 FEET 9 INCHES FROM THE SOUTHWEST CORNER OF THE INTERSECTION OF HARRISON & 6<sup>TH</sup> STREETS, CORNER TO LOT NOS. 5 AND 6 CORNER TO LOT NOW OWNED BY D. A. YEISER, JR.; THENCE WITH THE WESTERLY SIDE OR LINE OF 6<sup>TH</sup> STREET 57 FEET 9 INCHES TO A STAKE, CORNER TO THE WEIL PROPERTY (NOW OWNED BY MRS. JETTA HOBSON); THENCE AT RIGHT ANGLES IN A WESTERLY DIRECTION AND WITH THE LINE DIVIDING THE HEREIN DESCRIBED LOT AND SAID WEIL PROPERTY 165 FEET, MORE OR LESS, TO THE LINE OF AN ALLEY RUNNING THROUGH SAID BLOCK FROM MADISON TO HARRISON STREET (WEIL CORNER); THENCE AT RIGHT ANGLES IN A NORTHERLY DIRECTION AND WITH THE EASTERLY LINE OF SAID ALLEY AND TOWARD HARRISON STREET 57 FEET 9 INCHES TO A STAKE, CORNER TO D. A. YEISER, JR.; THENCE AT RIGHT ANGLES IN AN EASTERLY DIRECTION AND WITH THE LINE DIVIDING THE HEREIN DESCRIBED LOT AND SAID YEISER LOT 165 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Being in all respects the same property conveyed to Grantors by Deed dated December 2, 2014 of record in Deed Book 1291, Page 73, McCracken County Clerk's Office.

TO HAVE AND TO HOLD the above-described real property together with all appurtenances and privileges thereunto belonging unto the Grantee, its successors and assigns forever.

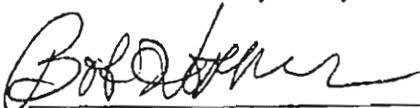
AND THE GRANTORS do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title and interest in and to the above-described property, including the Homestead Exemption and all other exemptions allowed by law, and covenant to and with the Grantee that they are lawfully seized in fee simple of said property, have good right to convey the same as herein done and will WARRANT GENERALLY the title thereto.

PROVIDED, HOWEVER, there is excepted from the foregoing warranty and covenants of title and this conveyance is made subject to restrictions, easements and agreements of record in the aforesaid Clerk's Office affecting said property.

CONSIDERATION CERTIFICATE

GRANTORS AND GRANTEE hereby certify that the consideration reflected in this Deed is the full consideration paid for the property.

IN WITNESS WHEREOF, the Grantors and Grantee have hereunto set their hands this the day and year first above written.

  
\_\_\_\_\_  
BOB HOPPER

  
\_\_\_\_\_  
BRENDA HOLLIS

CITY OF PADUCAH, KENTUCKY

BY: \_\_\_\_\_  
GAYLE KALER, MAYOR

STATE OF KENTUCKY            )  
  ) SS  
COUNTY OF McCracken        )

The foregoing Deed and Consideration Certificate was acknowledged and sworn to before me by BOB HOPPER and BRENDA HOLLIS, husband and wife, Grantors herein, on this October \_\_\_\_, 2015.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

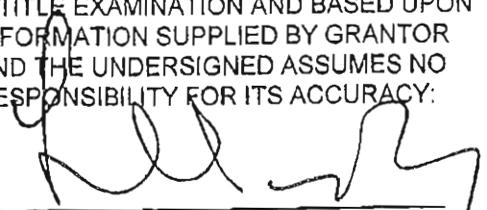
STATE OF KENTUCKY            )  
  ) SS  
COUNTY OF McCracken        )

The foregoing Consideration Certificate was acknowledged and sworn to before me by GAYLE KALER as MAYOR of and on behalf of CITY OF PADUCAH, KENTUCKY, Grantee herein, on this October \_\_\_\_, 2015.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY THE  
UNDERSIGNED WITHOUT THE BENEFIT OF  
A TITLE EXAMINATION AND BASED UPON  
INFORMATION SUPPLIED BY GRANTOR  
AND THE UNDERSIGNED ASSUMES NO  
RESPONSIBILITY FOR ITS ACCURACY:

  
\_\_\_\_\_  
WASHBURN, KEY & LOWRY PLLC  
139 Memorial Drive  
Paducah, Kentucky 42001  
14783  


# Agenda Action Form Paducah City Commission

Meeting Date: Nov. 3, 2015

**Short Title: Declaration and Sale of Surplus Property at 427 N. 6<sup>th</sup> St.**

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Steve Ervin

Presentation By: Steve Ervin

## Background Information:

Earlier action authorized the acquisition of this property from Bob Hopper and Brenda Hollis. This action would declare 427 North 6th Street surplus property; and authorize the transfer to the best evaluated bidder. The property was advertised in the Paducah Sun on Sunday, October 4, 2015 requesting interested parties to submit a bid on or before 9 AM on October 20, 2015. Only one bid was received.

William C. and Vickie J. Robertson propose to purchase the lot for \$100. They further propose to construct a 1400 square foot single family home (Gray Moor design) to be used as their primary residence. They have met the proposal requirement as adopted by the Urban Renewal and Community Development Agency and received HARC approval on September 22, 2015.

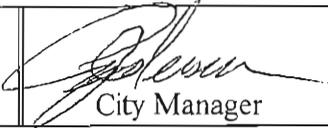


**Goal:**  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

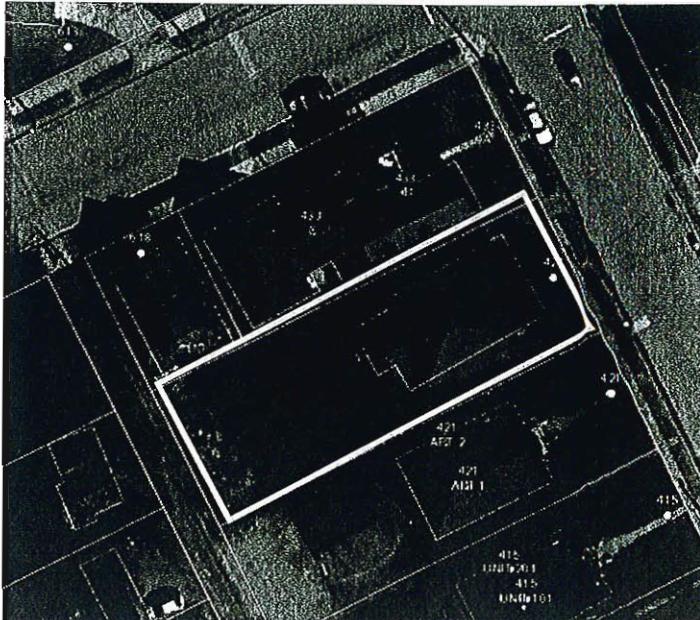
Finance

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

 Department Head	 City Clerk	 City Manager
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## Sec. 2-668. Disposition of surplus or excess property.

### 1. Description of property:



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

Municipal Order #1799 authorized the sale of this lot to Bob Hopper and Brenda Hollis. Upon transfer of the property and further bidding they decided that the project they proposed was not a viable option at this time in their lives. The owners approached the Planning Department with the offer to transfer the property back to the City for \$1. Taking this property back will allow the Planning Department to transfer the property to another buyer who is currently ready to make a substantial investment on the property.

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

The disposal of this lot will bring new investment into the neighborhood.

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

The property was advertised per the City's code regarding the disposition of surplus property. Only one bid was received. Should the Commission approve the proposal the property will be transferred to William C. and Vickie J. Robertson.

  
\_\_\_\_\_  
Steve Ervin,  
Director Planning Department

\_\_\_\_\_  
Jeff Pederson,  
City Manager

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

A MUNICIPAL ORDER ACCEPTING THE BID OF WILLIAM C. AND VICKIE J. ROBERTSON IN THE AMOUNT OF \$100 FOR PURCHASE OF REAL PROPERTY LOCATED AT 427 NORTH SIXTH STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED FOR SAME

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for property located at 427 North Sixth Street for construction of a 1400 square foot single family home, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on October 4, 2015, and opened on October 20, 2015; and

WHEREAS, the City desires to accept the bid of Mr. and Mrs. Robertson.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby accepts the bid of William C. and Vickie Robertson in the amount of \$100 for the purchase of real property located at 427 North 6<sup>th</sup> Street.

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

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Adopted by the Board of Commissioners, November 3, 2015  
Recorded by Tammara S. Sanderson, City Clerk, November 3, 2015  
\\mo\prop sale-427 N 6<sup>th</sup> - robertson

# Agenda Action Form Paducah City Commission

Meeting Date: October 27, 2015

Short Title: Authorize an Agreement with Marcum Engineering, LLC, for Engineering Design Services Related to the Dome Relocation Project

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Angela Weeks, EPW Proj Mgr  
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

### Background Information:

In order to relocate the dome from the present site at 600 North 4th Street to the newly acquired site at 619 North 6th Street, it will be necessary to have certain engineering design services completed. Marcum Engineering, LLC, has proposed to prepare the required engineering design plans in an amount not to exceed \$65,500 so that the dome will be completely relocated and functioning at the new site prior to the 2016 quilt show.

The scope of services to complete the Dome Relocation will consist of the following items:

- Prepare all engineering design plans necessary to allow the methodical dismantling of the existing mechanical system and related appurtenances that are located at the exiting dome site at 600 North 4th Street.
- Survey and prepare a new site development plan for the new dome site at 619 North 6th Street.
- Prepare all civil, structural, electrical and mechanical plans required along with the necessary bid documents that may be necessary in order to have the dome assembled and functional at the new site.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: Dome Relocation Project  
Account Number: 040-8827-536-2307  
Project Number: DT0041

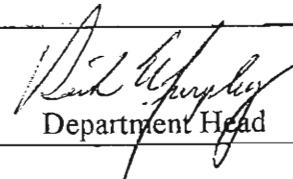
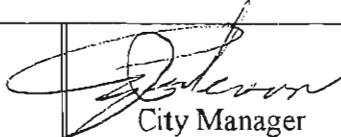
 10/22/2015  
Finance

### Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute an Agreement with Marcum Engineering, LLC, in an amount not to exceed \$65,500 for Engineering Design Services related to the Dome Relocation Project.

### Attachments:

Agreement

 Department Head	City Clerk	 City Manager
--	------------	--

ORDINANCE NO. 2015-11-\_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MARCUM ENGINEERING, LLC FOR DESIGN SERVICES RELATED TO THE DOME RELOCATION PROJECT

WHEREAS, in order to relocate the dome from the present site at 600 North 4th Street to the newly acquired site at 619 North 6th Street, it will be necessary to have certain engineering design services completed; and

WHEREAS, the scope of services to complete the Dome Relocation consist of the following items:

- Prepare all engineering design plans necessary to allow the methodical dismantling of the existing mechanical system and related appurtenances that are located at the exiting dome site at 600 North 4th Street.
- Survey and prepare a new site development plan for the new dome site at 619 North 6th Street.
- Prepare all civil, structural, electrical and mechanical plans required along with the necessary bid documents that may be necessary in order to have the dome assembled and functional at the new site; and

WHEREAS, Marcum Engineering, LLC, has in its employ persons experienced in this area of expertise.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves an agreement with Marcum Engineering, LLC, in an amount not to exceed \$65,500.00 for professional engineering design services related to the Dome Relocation Project. Further, the Mayor is authorized to execute said agreement.

SECTION 2. This expenditure shall be charged to Project Account DT0041, account number 040-8827-536-2307.

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

---

Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, October 27, 2015

Adopted by the Board of Commissioners, November 3, 2015

Recorded by Tammara S. Sanderson, City Clerk, November 3, 2015

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

\ord\eng\contract-Marcum Engineering-dome relocation project



**AIA**<sup>®</sup>

# Document B102™ – 2007

## *Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services*

AGREEMENT made as of the Twenty Ninth day of September in the year Two Thousand and Fifteen

*(In words, indicate day, month and year.)*

Thirtieth day of April in the year Two Thousand Thirteen

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

City of Paducah Kentucky

300 South 5<sup>th</sup> Street

Paducah, KY 42001

and the Architect:

*(Name, legal status, address and other information)*

Marcum Engineering, LLC

500 South 17<sup>th</sup> Street

Paducah, KY 42003

NOTE: All further references to Architect shall be inferred to mean Engineer.

for the following Project:

*(Name, location and detailed description)*

Paducah Dome Relocation

Paducah, Kentucky

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)*

Design services and construction administration for the renovation of the remaining areas of the Paducah Dome.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

See attached "Certificate of Liability Insurance"

.2 Automobile Liability

See attached "Certificate of Liability Insurance"

.3 Workers' Compensation

See attached "Certificate of Liability Insurance"

Init.

#### 4 Professional Liability

See attached "Certificate of Liability Insurance"

### ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

### ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

Init.

of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

#### ARTICLE 4 CLAIMS AND DISPUTES

##### § 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

##### § 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 4.3 of this Agreement

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[ ] Litigation in a court of competent jurisdiction

[ ] Other (*Specify*)

#### § 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

Init.

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

#### ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

Sixty Five Thousand, Five Hundred Dollars and No Cents (\$65,500).

#### § 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of Ten percent (10 %) of the expenses incurred.

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### § 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

Not applicable.

### § 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of Zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

One and One Half Percent % 1.5

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

Init.

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 8 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

Not applicable.

**ARTICLE 9 SCOPE OF THE AGREEMENT**

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:  
*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

Certificates of Liability Insurance  
Rate and Reimbursement Schedule

This Agreement entered into as of the day and year first written above.

OWNER

*(Signature)*

Gayle Kaler Mayor

*(Printed name and title)*

ARCHITECT

*(Signature)*

Baccus L. Oliver Principal/Engineer

*(Printed name and title)*

9/29/2015



**MARCUM**  
ENGINEERING, LLC

500 South 17<sup>th</sup> Street  
P.O. Box 120  
Paducah, KY 42002-0120  
Phone (270) 444-9274; Fax (270) 443-1904  
www.marcumengineering.net

### RATE AND REIMBURSEMENT SCHEDULE

PRINCIPAL	\$115.00/HR
PROJECT MANAGER	\$105.00/HR
PROJECT ENGINEER	\$ 75.00/HR
ENGINEER	\$ 70.00/HR
CONSTRUCTION ADMINISTRATOR	\$ 75.00/HR
SENIOR DESIGNER	\$ 85.00/HR
DESIGNER	\$ 65.00/HR
SENIOR DRAFTER	\$ 50.00/HR
DRAFTER	\$ 40.00/HR
CLERICAL	\$ 40.00/HR
MILEAGE – Subject to Change Based on IRS Guidelines	\$ 0.55/MI

PREAPPROVED TRAVEL EXPENSES  
(incl. mileage, lodging, and meals)

REIMBURSEMENT OF FURNISHED RECEIPTS

REPRODUCTION OF PLANS

\$ 0.30/FT. <sup>2</sup> INHOUSE or PRINTER'S INVOICED  
AMOUNT PLUS 15%

REPRODUCTION OF SPECIFICATIONS

\$ 0.30/SHEET INHOUSE or PRINTER'S INVOICED  
AMOUNT PLUS 15%

COURIER SERVICE (UPS, FEDEX, ETC.)

INVOICED AMOUNT PLUS 15%

PLAN SETS FOR BUILDING CODE REVIEW

APPLICATION FEE PLUS 15% AND  
REPRODUCTION COSTS

SCANNED DOCUMENTS

\$3.50/SHEET

1. SCHEDULE IS EFFECTIVE BEGINNING JANUARY 1, 2015.
2. PREAPPROVED OVERTIME IS 1.5 TIMES RATE. SUNDAYS AND HOLIDAYS EXCLUDED.

Paducah Dome Relocation Project  
City of Paducah  
Paducah, Kentucky  
Marcum Engineering No. 15637

Exhibit to Article 1.1

The following professional services will be provided for this project.

Architectural

- Attend planning and design meetings.
- Field measure as-built conditions of existing dome for replication.
- Prepare floor plans corresponding to current Building Code.
- Prepare Bidding, General Requirements, and Technical Specifications for Project Manual. Assemble entire Project Manual for delivery to Bid Administrator.
- Obtain Code Enforcement approvals.
- Bid Administration.
- Prepare construction contractor for Owner and Contractor execution.
- Perform Construction Administration: provide construction observation, attend meetings, review shop drawings, review closeout manuals, prepare any Change Orders for Owner and Contractor execution, and oversee project closeout.

Civil

- Attend planning and design meetings.
- Perform layout compliant with local zoning ordinance.
- Prepare plans of following:
  - Site plan of all improvements.
  - Grading plan.
  - Storm sewer plan.
  - Erosion and sediment control plan.
  - Utility coordination plan.
  - Identify North 6th Street improvements from Park Avenue to an area just north of Campbell Street. Execution of this portion of the project will be conducted by the City.
  - Identify Campbell Street improvements from North 6<sup>th</sup> Street to North 8<sup>th</sup> Street. Execution of this portion of the project will be conducted by the City.
- Obtain approvals from City officials.
- Prepare Technical Specifications.
- Assist in Construction Administration.

Structural

- Attend planning and design meetings.
- Review geotechnical report.

- Complete Building Code review.
- Prepare plans for 2 designs for Contractor option for least cost foundation.
- Prepare details for brackets necessary for attachment of dome cables to foundation.
- Prepare Technical Specifications.
- Assist in Construction Administration.

#### Mechanical and Electrical

- Provide project management.
- Attend planning and design meetings.
- Prepare Request for Proposals and administer the mechanical and electrical dismantle projects.
- Field measure as-built conditions of existing dome for replication.
- Prepare floor plans corresponding to current Building Code.
- Add electrical design for portable restrooms.
- Prepare site plan for utilities and lighting.
- Prepare Technical Specifications for Project Manual.
- Obtain power company approvals.
- Provide Bid management.
- Assist in Construction Administration.

#### Geotechnical Testing

- Perform 2 borings.
- Prepare geotechnical report.
- Provide support for any excavation discoveries.

#### Topographic Survey

- Obtain all topographic information.
- Locate property limits via Deed research only.
- Obtain utility locations.
- Obtain elevations suitable for 1' contours.
- Prepare plan.

#### Materials Testing & Special Inspections

- Basis of 23 site visits.
- Proctor testing.
- Proofroll existing subgrade for building pad and site work.
- Compaction testing for foundations, sidewalks, pads, and drives.
- Foundation placement observations.
- Interior slab-on-grade placement observations.
- Exterior concrete placement observations.
- Concrete sampling.
- Floor flatness and levelness testing.
- Distribute daily inspection reports.
- Distribute concrete testing reports.

# Agenda Action Form Paducah City Commission

Meeting Date: 3 November 2015

Short Title: FY2016 Renaissance on Main Grant Program

Ordinance    Emergency    Municipal Order    Resolution    Motion

Staff Work By: Melinda Winchester; Sheryl Chino

Presentation By: Steve Ervin

Background Information: The Kentucky Department for Local Government (DLG) has small grants available through the Renaissance on Main grant program. The Renaissance on Main program has not accepted applications in recent years due to lack of funding; however, DLG has recaptured unused funds and created the FY2016 funding round. The maximum grant amount is \$5,000 and there is not a match requirement. Only Accredited and Designated Main Street programs are eligible to apply.

In June 2015, Paducah Main Street issued an RFP for ARTful Bike Racks. The goal is to improve the pedestrian experience and contribute to the artistic environment of downtown Paducah. Three of the six proposals received were chosen and all three were artistic and functional as bike racks.

On August 25, 2015, through Municipal Order 1854, the Renaissance on Main Application was approved by the Paducah City Commission. The Paducah Main Street Program has been awarded \$5,000 for the installation of four (4) bike racks in the downtown historic district. The total estimated cost is \$7,582.50. The Board of Realtors has awarded \$2,500 to the project and Paducah Main Street is seeking additional sponsorships.

Goal:    Strong Economy    Quality Services    Vital Neighborhoods    Restored Downtowns

Funds Available:

Project Name: Renaiss Grnt-Bike

Project #: DT0042

File #: 6.279

Acct. #: 040-4411-592.23-07

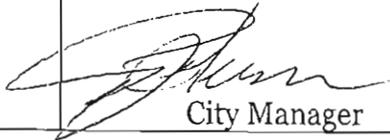
Budget: \$5000

Source of Funds: State grant, no local match required

Finance

Staff Recommendation: Authorize and direct the Mayor to execute all required grant related documents.

Attachments: None

 Department Head	City Clerk	 City Manager
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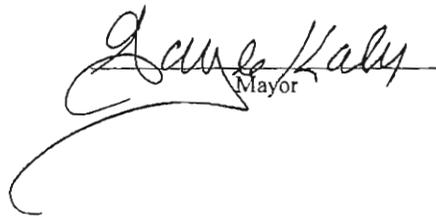
## MUNICIPAL ORDER NO. 1854

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY ON BEHALF OF PADUCAH MAIN STREET THROUGH THE KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT, RENAISSANCE ON MAIN PROGRAM, FOR FUNDS IN AN AMOUNT NOT TO EXCEED \$5,000, FOR THE ARTFUL BIKE RACKS PROJECT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary, on behalf of Paducah Main Street, through the Kentucky Department for Local Government, Renaissance On Main Program, for funds in an amount not to exceed \$5,000, for the ARTful Bike Racks Project. A local cash match is not required.

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



James Kaly  
Mayor

ATTEST:



Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, August 25, 2015  
Recorded by Tammara S. Sanderson, City Clerk, August 25, 2015  
\\mo\grants\renaissance on main FY2016

ORDINANCE NO. 2015-11-\_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCEPT FUNDS FOR A RENAISSANCE ON MAIN GRANT FOR THE CITY OF PADUCAH'S ARTFUL BIKE RACKS PROJECT

WHEREAS, the City of Paducah applied for a Renaissance on Main Grant adopted by Municipal Order No. 1854 on August 25, 2015, to be used for the installation of four bike racks in the downtown historic district; and

WHEREAS, the Kentucky Department for Local Government has approved the application and is now ready to award this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary with the Kentucky Department for Local Government for a Renaissance On Main Grant in the amount of \$5,000 for the ARTful Bike Racks Project in the downtown historic district.

SECTION 2. This expenditure shall be charged to DT0042.

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 November 3, 2015  
Adopted by the Board of Commissioners November 10, 2015

Recorded by Tammara S. Sanderson, City Clerk, November 10, 2015  
Published by *The Paducah Sun*  
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