



CITY COMMISSION MEETING
AGENDA FOR NOVEMBER 10, 2015
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE - Meg Hancock - Paducah Tilghman Senior

ADDITIONS/DELETIONS

- **Swearing In Ceremony for Police Officer Recruits – McCracken Circuit Judge Kaltenbach**
- **Recognize the Winners of the Veteran’s Day Essay Contest – C. BYRD & C. BENDICK (Daughters of the American Revolution)**
- **Announcement of the Distinguished Veteran – R. BURGESS (Veterans Day Parade Committee)**
- **Duke of Paducah Presentation - Tyler DeRezza**
- **Presentation: Efforts of HUD & Veterans Administration to Address Homeless Veterans in the Paducah-McCracken County Area – C. TAYLOR (Field Office Director of Louisville HUD)**

I.	<u>MINUTES</u>
II.	<u>APPOINTMENT</u>
	A. Municipal Housing Commission
	B. City Hall Schematic Design Advisory Group
III.	<u>MOTION</u>
	A. R & F Documents
IV.	<u>MUNICIPAL ORDER</u>
	A. Personnel Changes
V.	<u>ORDINANCE – ADOPTION</u>
	A. Accept Renaissance on Main Grant Award – S. ERVIN
VI.	<u>ORDINANCES – INTRODUCTION</u>
	A. Amend Zoning Regulations for Homeless Shelters – S. ERVIN
	B. Authorize Professional Engineering Service Agreement for Construction Administration and Resident Inspection Services for 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>

NOVEMBER 3, 2015

At a Regular Meeting of the Board of Commissioners, held on Tuesday, November 3, 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, Wilson and Mayor Kaler (3). Commissioners Gault and Rhodes were absent (2).

PLEDGE OF ALLEGIANCE

Addie and Kate Rogers, freshmen at Paducah Tilghman High School, led the pledge.

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the reading of the Minutes for the October 27, 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, Wilson and Mayor Kaler (3).

MOTIONS

R & F DOCUMENTS

Commissioner Wilson offered motion, seconded by Commissioner Abraham, 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 6th Street (MO # 1799)
3. Contracts & Agreements:
 - a. Real Estate Purchase Agreement with Paducah & Louisville Railway, Inc. for the purchase of 619 6th 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 6th Street

1. William and Vickie Robertson *

*denotes recommended bid

Adopted on call of the roll, yeas, Commissioners Abraham, Wilson and Mayor Kaler (3).

NOVEMBER 3, 2015

MUNICIPAL ORDER

APPROVE APPLICATION FOR KLC SAFETY GRANT

Commissioner Abraham 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 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 adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Wilson and Mayor Kaler (3).
M.O.# 1871; BK 9

APPROVE ACQUISITION OF REAL PROPERTY LOCATED AT 427 NORTH 6TH STREET

Commissioner Wilson offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 427 NORTH 6TH 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 adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Wilson and Mayor Kaler (3).
M.O.# 1872; BK 9

APPROVE SALE OF 427 NORTH 6TH STREET

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "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," be adopted

Adopted on call of the roll, yeas, Commissioners Abraham, Wilson and Mayor Kaler (3).
M.O.# 1873; BK 9

ORDINANCE – ADOPTION

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

Commissioner Wilson offered motion, seconded by Commissioner Abraham that the Board of Commissioners adopt 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.

NOVEMBER 3, 2015

Adopted on call of the roll, yeas, Commissioners Abraham, Wilson and Mayor Kaler (3).
ORD.#2015-11-8323; BK 34

ORDINANCE – INTRODUCTION

ACCEPT RENAISSANCE ON MAIN GRANT AWARD

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, “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.” This ordinance is summarized as follows: The City of Paducah hereby authorizes the Mayor 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 located in the downtown historic district.

CITY MANAGER REPORT

- The contractor working on the demolition of 432 Broadway will be back on site Monday to begin the temporary shoring of the adjacent building. This work will be done under the existing demolition contract. Permanent shoring of the adjacent building, which will require a contract amendment, will be necessary following the demolition of 432 Broadway.
- The closing of the loan for the Holiday Inn Paducah Riverfront will occur tomorrow morning at City Hall. Representatives from LinGate Hospitality, Independence Bank, and the City of Paducah will sign the closing documents.

MAYOR & COMMISSIONER COMMENTS

No comments were given.

PUBLIC COMMENTS

No public comments were given.

Upon motion the meeting adjourned.

ADOPTED: November 10, 2015

City Clerk

Mayor

November 10, 2015

I move that the following documents be received and filed:

DOCUMENTS

1. Quitclaim Deed with Aaron Prather for 622, 626, 630, 634 South 12th Street and 1115 Ohio Street (MO 1860)
2. Contracts & Agreements:
 - a. Grant Agreement between the Kentucky Transportation Cabinet Office of Highway Safety and the Paducah Police Department (ORD 2015-09-8293)
 - b. Engagement Letter with Plante Moran for consulting services (ORD 2015-10-8322)
 - c. Agreement with Midway Trailer, Inc. to Purchase One Trench Trailer (ORD 2015-10-8319)
 - d. Agreement with Paducah Ford to Purchase Two ½ Ton 4x4 Pickups (ORD 2015-10-8321)
 - e. Agreement with Linwood Motors to Purchase One Pickup Half-Ton 4x4 SSV (ORD 2015-10-8320)
 - f. Agreement with Linwood Motors to Purchase Three New Compact SUV's (ORD 2015-10-8318)
3. Luther F. Carson Four Rivers Center, Inc. Financial Statements for years ended June 30, 2015 and 2014

CITY OF PADUCAH
November 10, 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

November 6, 2015

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
November 10, 2015

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>POLICE - OPERATIONS</u>					
Gilbert, William E	Police Sergeant \$26.66/Hr	Police Patrolman \$24.41/Hr	NCS	Non-Ex	October 23, 2015
<u>FIRE - SUPPRESSION</u>					
Hannan, Patrick E	Acting Fire Captain \$17.30/Hr	Fire Lieutenant \$16.22/Hr	NCS	Non-Ex	October 2, 2015
Harris, Daniel	Acting Fire Lieutenant \$16.22/Hr	Firefighter/Relief Driver \$14.94/Hr	NCS	Non-Ex	October 14, 2015
Kirkham, Timothy	Firefighter/Relief Driver \$14.85/Hr	Acting Fire Lieutenant \$16.08/Hr	NCS	Non-Ex	August 25, 2015
Kirkham, Timothy	Acting Fire Lieutenant \$16.08/Hr	Firefighter/Relief Driver \$14.85/Hr	NCS	Non-Ex	September 27, 2015
Orange, Tim	Firefighter/Relief Driver \$14.63/Hr	Acting Fire Lieutenant \$16.00/Hr	NCS	Non-Ex	August 17, 2015
Orange, Tim	Acting Fire Lieutenant \$16.00/Hr	Firefighter/Relief Driver \$14.63/Hr	NCS	Non-Ex	October 25, 2015
Potter, John G	Acting Fire Captain \$17.30/Hr	Fire Lieutenant \$16.22/Hr	NCS	Non-Ex	October 28, 2015
<u>EPW - SOLID WASTE</u>					
Winnans, Jeremy S	Laborer \$16.51/Hr	Truck Driver \$17.60/Hr	NCS	Non-Ex	November 12, 2015

TERMINATIONS - FULL-TIME (F/T)

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
<u>FIRE - SUPPRESSION</u>			
Knight, Barry L	Fire Captain	Retirement	October 30, 2015
<u>PARKS SERVICES - MAINTENANCE</u>			
White, Ronald D	Parks Laborer	Termination	November 2, 2015

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

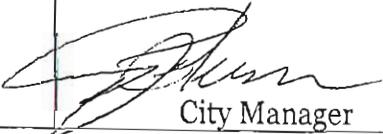
Budget: \$5000

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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Agenda Action Form

Paducah City Commission

Meeting Date: November 10, 2015

Short Title: Zoning Text Amendment

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:

On November 2, 2015; the Paducah Planning Commission held a public hearing and made a positive recommendation to the Paducah City Commission on text changes to Section 126-72 Homeless Shelter. This text amendment originated with the City Commission pursuant to KRS 100.211 (2). This Section of the Zoning Ordinance is proposed to be amended to comply with KRS 65.870, which states that no city can infringe upon State and Federal laws regarding firearm possession. Redundant language was also stricken. Following are the substantial text changes:

Sec. 126-72. Homeless Shelters

The purpose of this section is to establish regulations for the location of homeless shelters in the R-3, R-4, M-1, M-2 and M-3 Zones. Objectives include minimizing land use conflicts and ensuring that there are adequate services for homeless individuals within the vicinity of the shelter.

1. "Shelter for the homeless" shall mean housing that is limited to occupancy of three-hundred sixty-five (365) days or less by a homeless person.
2. Conditional Use Permit required. Homeless shelters shall only be permitted in the zones listed herein upon receipt of a Conditional Use Permit. The operation of all shelters for the homeless within the City of Paducah shall be contingent upon a Conditional Use Permit from the Board of Adjustment in accordance with Section 126-68 of the Code of Ordinances of the City of Paducah.
3. Each shelter for the homeless shall comply with the following conditions:
 - a. A shelter for the homeless shall provide a minimum of two-hundred (200) square feet of heated building space per resident.
 - b. Shelters for the homeless may not be located within 1000 feet of any other shelter for the homeless or any other use which could be classified as a shelter for the homeless.
 - c. Operation.
 1. Shelters for the homeless shall be fully contained within a building owned and/or operated by a government agency or non-profit organization.

2. The operation of a shelter for the homeless shall provide continuous, on-site supervision by an employee and/or volunteer during all hours of operation.
3. No retail sales shall take place on the property of any shelter for the homeless.
4. ~~Maximum Occupancy.~~ A shelter for the homeless may house no more than 50 residents.
5. All homeless shelters shall create and adopt a Code of Conduct that shall be enforced at all times. The Code of Conduct shall include at a minimum the following language:
 - i. Possession or use of illegal drugs is not permitted on the premises.
 - ii. Alcohol is not permitted on the premises.
 - iii. ~~Weapons are not permitted on the premises.~~ Federal and State firearm control laws shall be strictly enforced on the premises.
 - iv. Violence is not permitted on the premises.
 - v. Fires are not permitted on the premises.
 - vi. Loitering in the surrounding neighborhood is not permitted.
 - vii. Littering on the premises or surrounding neighborhood is not permitted.
6. A copy of this said Code of Conduct shall be provided to the Zoning Administrator of the City of Paducah for review by the Board of Adjustment.
7. ~~Lighting.~~ Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties & public right-of-way and of intensity compatible with the neighborhood.
8. ~~Laundry facilities.~~ The development shall provide laundry facilities or laundry service adequate for the number of residents.
9. ~~Common facilities.~~ The development may provide one or more of the following specific common facilities for the exclusive use of the residents and staff:
 - i. Central cooking and dining room(s)
 - ii. Recreation room
 - iii. Counseling center
 - iv. Child care facilities
 - v. Other support services
10. ~~Outdoor activity.~~ For the purpose of noise abatement in residential districts, organized outdoor activities shall only be conducted between the hours of 8 a.m. and 9 p.m.
11. Staff and services shall be available to assist residents in obtaining permanent shelter and income.
12. The operator of a shelter for the homeless shall have a written management plan including, as applicable, provision for staff training, neighborhood outreach, security, screening of residents to ensure compatibility with services provided at the facility and for training, counseling and treatment programs for the residents.
13. ~~Maximum unit density.~~ Homeless shelters located in residential districts, when not developed in an individual dwelling unit format, shall not be subject to the underlying zoning district's maximum density standard, but the number of beds shall be limited to six times the maximum number of dwelling units which would otherwise be permitted.
14. Shelters for the homeless shall be located within 2500 feet of a public transportation route.

Staff Recommendation:

Approval of text changes.

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

Finance

Motion:

Attachments:

Planning Commission Resolution

 Department Head	 City Clerk	 City Manager
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ORDINANCE NO. 2015-11-_____

AN ORDINANCE AMENDING CHAPTER 126-72, "HOMELESS SHELTERS" OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, this Ordinance amends Chapter 126, Sec. 72, "Homeless Shelters," of the *Code of Ordinances of the City of Paducah, Kentucky*; and

WHEREAS, this Ordinance is being enacted pursuant to mandates imposed by Kentucky Revised Statute § 65.870 (KRS 65. 870 as may be amended), in particular those parts that prohibit 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.

NOW THEREFORE be it ordained by the City Commission of the City of Paducah as follows:

SECTION 1. That Chapter 126-72, "Homeless Shelters," is hereby amended and restated to read as follows:

CHAPTER 126 – ZONING

"Sec. 126-72. Homeless Shelters.

The purpose of this section is to establish regulations for the location of homeless shelters in the R-3, R-4, B-1, B-3, M-1, M-2 and M- 3 zones. Objectives include minimizing land use conflicts and ensuring that there are adequate services for homeless individuals within the vicinity of the shelter.

- (1) "Shelter for the homeless" shall mean housing that is limited to occupancy of 365 days or less by a homeless person.
- (2) *Conditional use permit required.* Homeless shelters shall only be permitted in the zones listed herein upon receipt of a conditional use permit. The operation of all shelters for the homeless within the City of Paducah shall be contingent upon receiving a conditional use permit from the Board of Adjustment in accordance with section 126-68 of the Code of Ordinances of the City of Paducah.
- (3) Each shelter for the homeless shall comply with the following conditions:
 - a. A shelter for the homeless shall provide a minimum of 200 square feet of heated building space per resident.
 - b. Shelters for the homeless may not be located within 1,000 feet of any other shelter for the homeless, or from any use which could be classified as a Shelter for the homeless.
 - c. Operation.
 1. Shelters for the homeless shall be fully contained within a building owned and/or operated by a government agency or nonprofit organization.

2. The operator of a shelter for the homeless shall provide continuous, on-site supervision by an employee and/or volunteer during all hours of operation.
3. No retail sales shall take place on the property of any shelter for the homeless.
4. ~~Maximum occupancy.~~ A shelter for the homeless may house no more than 50 residents.
5. All homeless shelters shall create and adopt a Code of Conduct that shall be enforced at all times. The Code of Conduct shall include at a minimum the following language:
 - i. Possession or use of illegal drugs is not permitted on the premises.
 - ii. Alcohol is not permitted on the premises.
 - iii. Federal and State gun control laws shall be strictly enforced on the premises. ~~Weapons are not permitted on the premises.~~
 - iv. Violence is not permitted on the premises.
 - v. Fires are not permitted on the premises.
 - vi. Loitering in the surrounding neighborhood is not permitted.
 - vii. Littering on the premises or surrounding neighborhood is not permitted.
6. A copy of this said Code of Conduct shall be provided to the Zoning Administrator of the City of Paducah for review by the Board of Adjustment.
7. ~~Lighting.~~ Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way, and of intensity compatible with the neighborhood.
8. ~~Laundry facilities.~~ The development shall provide laundry facilities or laundry services adequate for the number of residents.
9. ~~Common facilities.~~ The development may provide one or more of the following specific common facilities for the exclusive use of the residents and staff:
 - i. Central cooking and dining room(s).
 - ii. Recreation room.
 - iii. Counseling center.
 - iv. Child care facilities.
 - v. Other support services.
10. ~~Outdoor activity.~~ For the purposes of noise abatement in residential districts, organized outdoor activities may only be conducted between the hours of 8:00 a.m. and 9:00 p.m.
11. Staff and services shall be available to assist residents in obtaining permanent shelter and income.
12. The operator of a shelter for the homeless shall have a written management plan including, as applicable, provisions for staff training, neighborhood outreach, security, screening of residents to insure compatibility with services provided at the facility, and for training, counseling, and treatment programs for residents.
13. ~~Maximum unit density.~~ Homeless shelters located in residential districts, when not developed in an individual dwelling unit format, shall not be subject to the underlying zoning district's maximum unit density standard, but the number of beds shall be limited to six times the maximum number of dwelling units which would otherwise be permitted.
14. Shelters for homeless shall be located within 2,500 feet of a public transportation route.”

SECTION 2. 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 3. 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 4. 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 5. 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 6, 2015
Adopted by the Board of Commissioners, October 13, 2015
Recorded by Tammara S. Sanderson, City Clerk, October 13, 2015
Published by *The Paducah Sun*, October 17, 2015
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Agenda Action Form Paducah City Commission

Meeting Date: November 10, 2015

Short Title: Professional Engineering Service Agreement for Construction Administration and Resident Inspection with Bacon Farmer Workman Engineering & Testing, Inc., for 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:

A Notice of Award has been issued to MAC Construction & Excavating, Inc., for the construction of the Riverfront Redevelopment Project Phase 1-B and work will then begin soon thereafter. During construction of the Project, certain elements will need Professional Engineering due to the complexity of the Project. Bacon Farmer Workman Engineering & Testing, Inc., (BFW) has proposed to provide the necessary professional engineering services consisting of construction administration and resident inspection services in an amount not to exceed \$126,380.00. The scope of work dated October 16, 2015, summarizes the anticipated services to be provided by BFW.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: 040-3315-532-2307
Account Number: DT0020


Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to enter into a Professional Service Agreement with Bacon Farmer Workman Engineering & Testing, Inc., for Professional Engineering Construction Administration and Resident Inspection Services associated with the Riverfront Redevelopment Project Phase 1-B in an amount not to exceed \$126,380.00.

Attachments:

Professional Engineering Service Agreement for Construction Administration and Resident Inspection for the Riverfront Redevelopment Project Phase 1-B and the attached Scope of Work dated October 16, 2015.

 Department Head	City Clerk	 City Manager
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PROFESSIONAL ENGINEERING SERVICE AGREEMENT
FOR CONSTRUCTION ADMINISTRATION AND RESIDENT INSPECTION
for the
RIVERFRONT REDEVELOPMENT PROJECT PHASE 1-B

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the **CITY OF PADUCAH, KENTUCKY** (hereinafter called the "CITY") and **BACON FARMER WORKMAN ENGINEERING & TESTING, INC.** (hereinafter called the "CONSULTANT") for the consideration named, agree as follows:

WHEREAS, the CITY has recently authorized the execution of a contract with a construction company for the Construction Work related to the Riverfront Redevelopment Project Phase 1-B (to be known as the "Project"); and

WHEREAS, during the Construction of the Project, certain elements will require Professional Engineering Services to insure the Project is constructed in full compliance with the Project's permits, design and specifications; and

WHEREAS, the CONSULTANT has in its employ, professional persons experienced to provide the required Professional Engineering Services for the CITY during the construction of the Project;

NOW THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

- 1.0 Services to be Provided: The CONSULTANT has agreed to provide the Professional Engineering Services consisting of Construction Administration and Resident Inspection Services for the Project as identified in the attached Scope of Work dated October 16, 2015.
- 2.0 Standard of Care: In providing the aforementioned Professional Engineering Services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with the degree of care and skill ordinarily used by members of CONSULTANT's profession currently practicing under similar conditions at the same time and in the same locality.
- 3.0 CITY's Responsibilities: The CITY will furnish to the CONSULTANT all data, reports, studies, drawings, permits, approvals and other information reasonably required by CONSULTANT for performance of the Services. CITY shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all such information furnished by or on behalf of CITY. CITY shall provide for CONSULTANT's right to enter the Project site in order to perform the Services. CITY, upon learning of any errors, omissions or defects in the performance of the Services, shall promptly notify CONSULTANT and shall assist CONSULTANT in remedying any such errors, omissions or defects unless caused by CONSULTANT'S willful, malicious, or grossly negligent conduct. CITY shall at all times ensure the project site is reasonably safe under the circumstances and free and clear of any hazardous materials.
- 4.0 Ownership of Instruments of Service: All PROJECT Documents prepared by the CONSULTANT pursuant to this Agreement are to be considered instruments of service with respect to the PROJECT. Any as-built plans, reports and documents required by the CITY shall become the property of the CITY. Their future use on any subsequent related projects will be for reference only.
- 5.0 Compensation: CITY shall pay CONSULTANT for the Services provided on a Fee & Expense Basis as identified in the attached Scope of Work dated October 16, 2015, in an amount not to exceed

\$126,380.00, unless otherwise approved by the CITY. CONSULTANT shall prepare invoices in accordance with CONSULTANT's standard invoicing practices and shall submit such invoices once a month to the CITY on or about the 30th day of each month or such other date as mutually agreed to by both parties. Invoices shall be accompanied by all supporting documentation reasonably requested by CITY. CITY shall pay each invoice properly submitted by and due CONSULTANT within 30 days. In the event of any suspension or termination of this Agreement, CONSULTANT shall be entitled to invoice CITY and shall be paid in accordance with the Services performed and reimbursable expenses incurred through the effective date of suspension or termination.

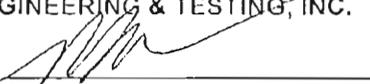
- 6.0 Termination by Either Party: If either party breaches a material provision of this Agreement through no fault of the other party and fails to cure such breach within thirty days after receiving written notice of the breach from the nonbreaching party, the nonbreaching party may terminate this Agreement upon notice to the breaching party. The right to terminate under this Section shall be in addition to, and not in lieu of, all other rights and remedies the nonbreaching party may have at law or in equity.
- 7.0 Force Majeure: If any default or delay occurs which prevents or materially impairs a party's performance and is due to a cause beyond the party's reasonable control, and provided that the default or delay is not caused by the fault of such party, including but not limited to an act of God, flood, fire, explosion, earthquake, war, terrorism, revolution, civil commotion, blockade or embargo, the affected party shall promptly notify the other party in writing of such cause and shall exercise diligent efforts to resume performance under this Agreement as soon as possible. Neither party will be liable to the other party for any loss or damage due to such cause. Either party may terminate this Agreement because of such default or delay upon thirty days prior written notice to the other party if the default or delay has existed for 90 days and is continuing at the end of the thirty day notice period.
- 8.0 Indemnification: CONSULTANT covenants and agrees to indemnify, hold harmless and render whole the City for any loss, cost, and expense, including attorney fees, which are incurred by the City for reason of the CONSULTANT's failure to properly perform under this agreement. Additionally, it is expressly agreed and understood that CONSULTANT shall at all times indemnify and save the CITY harmless from any and all loss or damage which may be sustained by the CITY by reason of any negligent act or omission committed by CONSULTANT, and/or its employees and agents, in the performance of its work hereunder. CONSULTANT shall indemnify and save the CITY harmless from any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or personal injury. Notwithstanding the foregoing provisions, in the event loss or damage incurred by the CITY or claims, demands, or causes of action asserted against the CITY is attributable, in part, to the negligence of the CITY, through its employees and agents, the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law. Said indemnification shall also include reimbursement to the CITY for any attorney fees and court costs incurred by the CITY by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it, provided, however, that in the event such attorney fees and costs of the CITY are reimbursed or paid by any insurance carrier, the foregoing provision shall not apply.
- 9.0 Non-Binding Mediation: If a good faith effort to resolve a dispute on terms satisfactory to both parties is unsuccessful, CITY and CONSULTANT may submit the dispute to non-binding mediation to be held in Paducah, Kentucky, unless the parties mutually agree otherwise.
- 10.0 Governing Law: The parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.
- 11.0 Total Agreement: Amendments; Assignments. This Agreement, together with the exhibits attached hereto and permitted amendments, constitutes the entire Agreement between CITY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only

be amended by a duly executed written instrument signed by all parties involved. Neither party shall transfer or assign any rights under or interest in this Agreement without the prior written consent of the other party.

12.0 Independent Contractors: The relationship of the parties is that of independent contractors and neither party will incur any debts or make any commitments for the other party except to the extent expressly provided in this Agreement. Nothing in this Agreement is intended to create or will be construed as creating between the parties the relationship of joint venturers, co-partners, employer/employee or principal and agent.

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

**BACON FARMER WORKMAN
ENGINEERING & TESTING, INC.**

BY 
Mark Workman
Executive Vice President

ADDRESS:
Post Office Box 120
Paducah, Kentucky 42002-0120

CITY OF PADUCAH, KENTUCKY

BY _____
Gayle Kaler
Mayor

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



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

RECEIVED

OCT 16 2015

ENGINEERING
 DEPARTMENT

October 16, 2015

Mr. Rick Murphy, PE
 City Engineer & Public Works Director
 City of Paducah
 300 South 5th Street, P.O. Box 2267
 Paducah, KY 42002-2267

Re: Riverfront Park Phase 1B Construction Administration

Mr. Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. (BFW) is pleased to provide you with the following proposal for Contract Construction Administration and Resident Inspection for the above referenced project. This proposal will continue the current design team of BFW, Red Barn Design and Engineering, S.C., Manley Brothers, LLC and Marcum Engineering, LLC to provide bid review and support, construction administration and construction inspections and testing.

Construction Administration	\$86,830.00
BFW \$9,560.00	
Marcum \$5,900.00	
Red Barn \$18,970.00	
Manley \$52,400.00	

The current design team will provide on a Fee & Expense basis and is based on the necessary work to review the selected contractor's full design submittals:

- A. Review and Evaluation of the following items:
 - 1. Performance Based Specified items
 - a. Design Documents
 - b. Design Calculations
 - c. Product data related to purchased items such as coating systems and expansion bearings. This will include all items related to the structural performance of the overall transient dock / wave attenuator.
 - d. Detailed Project Schedule
 - e. Proposed Value Engineered Options
 - f. Design-Build Quality Control / Assurances Plan

500 South 17th Street
 P.O. Box 120
 Paducah, KY 42002-0120
 phone: (270) 443-1995
 fax: (270) 443-1904

1215 Dluguld Drive
 Murray, KY. 42071
 phone: 270-753-7307
 fax: 270-759-4950

966 Double Bridge Road
 Lewisburg, TN 37091
 phone: 931-359-4882

P.O. Box 8188
 Champaign, IL 61826
 phone: 217-433-2172

403 N. Court Street
 Macon, IL 62959
 phone: (618) 993-6700
 phone: (618) 997-9190
 fax: (618) 993-6717

2. Non-Performance Based Specified items
 - a. Product data for conformity to Design Documents
 - b. Product data for compatibility for design intent and associated items
 - c. Detailed Project / Delivery Schedule
 - d. Proposed Value Engineered Options
 - e. Design-Build Quality Control / Assurances Plan

 3. Provide review and comment for contractor provided items
 - a. Pile Driving (PDA) Testing and blow-count results for Mooring Piles
 - b. Project Layout / Survey Control
 - c. Project Meeting Minutes
 - d. Project Progress reports
- B. Project Meetings:
1. Consultant Meetings (attended by Engineer of Record)
 - a. Pre- Construction Meeting
 - b. Monthly pay / progress meetings

 2. Sub-Consultant Meetings
 - a. Pre- Construction Meeting
 - b. one (1) Monthly progress meeting during construction of sub-consultant designed item in conjunction with sub-consultant site visit.
- B. Project Site Visits:
1. Consultant Site Visit (attended by Engineer of Record)
 - a. Two (2) standard monthly site visits during construction period and while construction is active.
 - b. Four (4) on call site visit by Engineer of Record for conflicts / clarifications during construction activities.

 2. Structural Sub Consultant (Manley Brothers, LLC) Site Visits:
 - a. Fabricator Facility – Allowance for one trip to the transient dock manufacturer within a 200-mile radius of Manley Brothers office.
 - b. 30% complete site-visit to the project site.
 - c. 70% complete site-visit to the project site.
 - d. Substantially Complete site-visit to the project site.

3. Marine Sub-Consultant (Red Barn Design and Engineering S.C.) Site Visits:
 - a. four (4) half day site-visits during construction of marine items construction and prepare and distribute site observation report.
 - b. Attend monthly progress meetings in coordination with the above scheduled site visits. (Site visit will be scheduled for same day as meeting)

4. Electrical Sub-Consultant (Marcum Engineering, LLC) Site Visits:
 - a. One (1) standard monthly site visit during electrical construction period and while construction is active .
 - b. Marcum representative will attend monthly progress meetings.

Construction Resident Inspection /Testing **\$29,550.00**

BFW will provide Resident inspection based upon a 360 contract day (18 months, no weekends) with construction activity assumed 75% of the time at four (4) hours per day.

135 days X 4 hours per day = 540 hours
540 hours X \$45 per hour = \$24,300
50 hours X \$105.00 per hour=\$5,250.00

Underwater Survey by Mainstream Divers (If requested) **\$10,000.00**

TOTAL is \$126,380.00

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc.



Mark Workman

Executive Vice President

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING
CONSTRUCTION ADMINISTRATION AND RESIDENT INSPECTION SERVICES
ASSOCIATED WITH THE RIVERFRONT REDEVELOPMENT PROJECT PHASE 1-
B, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1. Recitals and Authorization. The City hereby approves an Agreement for Professional Engineering Construction Administration and Resident Inspection Services with Bacon Farmer Workman Engineering & Testing, Inc. (BFW) associated with the Riverfront Redevelopment Project Phase 1-B. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Agreement for the purposes therein specified, and the execution and delivery of the Agreement is hereby authorized and approved. Further, the Mayor of the City is hereby authorized to execute the Agreement.

SECTION 2. Compensation. The City shall compensate BFW in an amount not to exceed \$126,380.00, Compensation is set in accordance with Section 5.0 of the Agreement. Said compensation paid by the City shall be funded through project account DT0020.

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

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

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

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, November 10, 2015
Adopted by the Board of Commissioners, November 17, 2015
Recorded by Tammara S. Sanderson, City Clerk, November 17, 2015
Published by *The Paducah Sun*, _____
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