CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 28, 2021
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION 2022 Employee Benefit Presentation - DJ Story, Peel & Holland

MAYOR'S REMARKS

Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.

	I.	**CONSENT AGENDA**	
		A.	Approve Minutes for September 14, 2021
		B.	Receive & File Documents
		C.	Appointment of Jim Chapman to the Board of Adjustment
		D.	Appointment of Charles "Chip" Bohle to the Paduah Area Transit System
		E.	Reappointment of Bill Paxton to the Paducah-McCracken County Riverport Authority
		F.	Personnel Actions
		G.	Emergency Roof Grant for 619 Broadway - **K AXT**
		H.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Department and Ledbetter Fire Department - **C YARBER**
		I.	Health, Vision and Dental Benefit Plan Premiums for 2022 - **S SUAZO**
		J.	Approve Strategic Health Risk Advisor & Strategic Benefit Placement

			Services with Peel & Holland - **S SUAZO**
		K.	Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield - **S SUAZO**
		L.	Use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2022 plan year - **S SUAZO**
		M.	Declaration and Sale of Surplus Property-1039 Madison Street - **N HUTCHISON**
		N.	Declaration and Sale of Surplus Property-1011 Broadway - **N HUTCHISON**
		O.	Declaration and Sale of Surplus Property-1243 North 13th Street - **N HUTCHISON**
	II.	**<u>MUNICIPAL ORDER(S)</u>**	
		A.	Authorize the City Manager to enter into Contract Negotiations for the Architectural Design for the Robert Cherry Civic Center Rennovation Project - **D JORDAN**
		B.	Approval to Request Pump Station #2 Clean Water State Revolving Fund (CWSRF) Loan Assistance Agreement Increase in the Amount of $750,000.00 - **R MURPHY**
	III.	**<u>ORDINANCE(S) - ADOPTION</u>**	
		A. Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing for the Buckner Lane Bridge Replacement Project in the amount of $74,345.00 - **R MURPHY**	
		B. Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing for the S. 24th Street-S 25th Street Improvement Project in the amount of $106,500.00 - **R MURHPY**	
		C. Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing, Inc. for the BUILD Grant Environmental Assessment Project in the amount of $24,500.00 - **R MURPHY**	
		D. Approval of Construction Contract for the Riverfront Park Land Mass Scour Project with Wilkins Construction Co., Inc. in the amount of $495,784.00 - **R MURPHY**	

		E. Setting Tax Levies: Ad Valorem Properties FY2022 - **J PERKINS**	
	IV.	**<u>ORDINANCE(S) - INTRODUCTION</u>**	
		A.	Approve a New Lease Agreement with Seamen's Church Institute of New York and New Jersey - **D JORDAN**
		B.	Approve Contract Modification to Professional Services Contract with HDR, Inc. for the Paducah Floodwall Pump Station #2 Project in the amount of $55,315.00 - **R MURPHY**
	V.	**<u>COMMENTS</u>**	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VI.	**<u>EXECUTIVE SESSION</u>**	

September 14, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, September 14, 2021, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

INVOCATION:
Commissioner Gault led the invocation.

PLEDGE OF ALLEGIANCE
Mayor Bray led the pledge.

PROCLAMATION
The Mayor Proclaimed September "City Government Month."

PRESENTATION
The Mayor presented a Duke of Paducah to Nate Crawford.

NEW EMPLOYEE INTRODUCTION(S)
Chief Laird introduced 911 Telecommunicator Landon Schellhardt and Police Officers Fred Harvey, Carlos Cordero, Samantha Wilson and Jackson McCormick.

PUBLIC HEARING
Jonathan Perkins, Finance Director, made a presentation concerning the Property Tax Levy for FY 2022. Mayor Bray opened the Public Hearing. No citizens offered any comments. Mayor Bray closed the Public Hearing.

CONSENT AGENDA
Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. No items were removed. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the August 24, 2021 Paducah Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS: *Contract File:* 1. Contract For Services – Luther F. Carson Four Rivers Center, Inc. – MO #2492 2. Contract For Services – Sprocket, Inc. – MO #2493 3. Contract For Services – Paducah Fleet Maintenance and Paducah Water – MO #2494 4. Contract For Services – GPEDC – MO #2496 *Financials File:* 1. West Kentucky Community and Technical College – 2020-2021 Television Department Annual Report 2. Paducah Water – Financial Highlights – Month ending July 31, 2021

I(C)	Appointment of Ronna Ward to replace Jennifer Tritle, whose term has expired and Ardenia Cleary to replace Cindy Jones, who resigned, to the Civic Beautification Board. Said terms shall expire July 1, 2025 and July 1, 2023, respectively.
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BARKLEY REGIONAL AIRPORT IN THE AMOUNT OF $120,000 FOR GENERAL AVIATION AND AIR CARRIER SERVICES **MO #2497**
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH TRANSIT AUTHORITY IN THE AMOUNT OF $215,000 FOR PUBLIC TRANSPORTATION SERVICES **MO #2498**
I(G)	A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING AN INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING WITH THE HOUSTON-GALVESTON AREA COUNCIL AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME **MO #2499**

Commissioner Gault offered Motion, seconded by Commissioner Guess that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

CHECK PRESENTATION

A ceremonial check presentation was made to Paducah Transit Authority for the City's contribution in the amount of $215,000.

BOARD APPOINTMENTS

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners approve the action of Mayor Bray in the joint reappointments of Mark Whitlow, Tom Padgett, Darryl Pea, Bill Bartleman, David Jones, Alex Sherwood, Andrew McGlennon and John Mann to the Paducah-McCracken County Convention Center Corporation. Said terms shall expire July 1, 2024.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

ORDINANCE ADOPTION(S)

CONDITIONAL USE TEXT AMENDMENT

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 126 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO CONDITIONAL

USES." This Ordinance is summarized as follows: This ordinance amends Section 126-68 *Conditional Uses* of the Paducah Code of Ordinances. This amendment allows for applications for conditional use permits to go directly to the Board of Adjustment for approval or denial without first being brought before the Paducah Planning Commission.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **ORD NO. 2021-09-8702**

ORDINANCE INTRODUCTION(S)

CONTRACT MODIFICATION - BFW ENGINEERING & TESTING – BUCKNER LANE BRIDGE REPLACEMENT PROJECT - $74,345

Commission Wilson offered motion, seconded by Henderson, that the Board of Commissioners introduce an Ordinance entitled: "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 1 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY $74,345 FOR THE BUCKNER LANE BRIDGE REPLACEMENT OVER CROOKED CREEK." This Ordinance is summarized as follows: On March 31, 2020, the City authorized a professional services contract with BFW Engineering & Testing, Inc, for $154,036 for the Buckner Lane Bridge Replacement Over Crooked Creek. American Rescue Plan Act (ARPA) funding allowed for the appropriation of $4,000,000 toward specific stormwater mitigation projects. The Buckner Lane Bridge Replacement project was identified as a Stormwater Project for which ARPA funding can be used. This ordinance authorizes Contract Modification No. 1 with BFW Engineering & Testing for additional services for an increase in the amount of $74,345, adjusting the total construction project from $154,036 to $228,381.

CONTRACT MODIFICATION - BFW ENGINEERING & TESTING – S. 24th AND - S. 25th STREETS IMPROVEMENT PROJECT - $106,500

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled: "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY $24,500 FOR THE BUILD ENVIRONMENTAL ASSESSMENT PROJECT." This Ordinance is summarized as: On April 14, 2020, the City authorized a professional services contract with BFW Engineering & Testing, Inc, (BFW) in an amount of $250,000 for environmental services for the Paducah Riverfront Improvement Project (BUILD Grant). On April 27, 2021, they City authorized Contract Amendment No. 1 adjusting the total contract to $262,200. During consultation with the Kentucky State Historic Preservation Office, MARAD, and the Indians Tribes, the City of Paducah will be required to enter into an unforeseen Programmatic Agreement. BFW will be providing additional consulting services on behalf of the City to satisfy the Programmatic Agreement requirements. Contract Modification No. 2 with BFW is required for an increase in the amount of $24,500 adjusting the total construction project from $262,200 to $286,700 for the BUILD Environmental Assessment Project.

CONTRACT MODIFICATION – BFW ENGINEERING & TESTING – BUILD GRANT ENVIRONMENTAL ASSESSMENT PROJECT - $24,500

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY $24,500 FOR THE BUILD ENVIRONMENTAL ASSESSMENT PROJECT." This Ordinance is summarized as: On April 14, 2020, the City authorized a professional services contract with BFW Engineering & Testing, Inc, (BFW) in an amount of $250,000 for environmental services for the Paducah Riverfront Improvement Project (BUILD Grant). On April 27, 2021, they City authorized Contract Amendment No. 1 adjusting the total contract to $262,200. During consultation with the Kentucky State Historic Preservation Office, MARAD, and the Indians Tribes, the City of Paducah will be required to enter into an unforeseen Programmatic Agreement. BFW will be providing additional consulting services on behalf of the City to satisfy the Programmatic Agreement requirements. Contract Modification No. 2 with BFW is required for an increase in the amount of $24,500 adjusting the total construction project from $262,200 to $286,700 for the BUILD Environmental Assessment Project.

APPROVE CONSTRUCTION CONTRACT FOR RIVERFRONT PARK LAND MASS SCOUR PROJECT – WILKINS CONSTRUCTION CO., INC. - $495,784

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled: "AN ORDINANCE ACCEPTING THE BID OF WILKINS CONSTRUCTION CO., INC., IN THE AMOUNT OF $495,784 FOR RIVERFRONT PARK LAND MASS SCOUR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: The City of Paducah accepts the bid of Wilkins Construction Co., Inc., in the amount of $495,784, for the Riverfront Land Mass Scour Project, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of Wilkins Construction Co., Inc., of August 26, 2021.

SETTING TAX LEVIES: AD VALOREM PROPERTIES FY 2022

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled: "AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2021, THROUGH JUNE 30, 2022, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED".

PURPOSE	RATE PER $100.00
General Fund of the City	
Real Property	$0.271
Personal Property	$0.390

Motor Vehicles & watercraft	$0.390

School Purposes

Paducah Junior College	
Real Estate	$0.016
Personal Property	$0.016
Motor Vehicles & watercraft	$0.031

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

Paducah Independent School District

Real Property	$0.864
Personal Property	$0.864
Inventory	$0.864

Total Tax Rate per $100 - real property	$1.151
Total Tax Rate per $100 - personal property	$1.270
Total Tax Rate per $100 – inventory	$0.864
Total Tax Rate per $100 – motor vehicle & watercraft	$0.421

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

In the case of tax bills which reflect an amount due of less than One Thousand Dollars ($1,000.00), the payment shall be due on November 1, 2021, and shall be payable without penalty and interest until November 30, 2021.

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

- The first half payment shall be due on November 1, 2021, and shall be payable without penalty and interest until November 30, 2021.
- The second half payment shall be due on February 1, 2022, and shall be payable without penalty and interest until February 28, 2022.

DISCUSSION – TOUCHDOWNS AND TUNES

Communications Manager, Pam Spencer, offered the following summary:

Touchdowns and Tunes Event Discussion

"The Board discussed the Touchdowns and Tunes event held over Labor Day weekend at Carson Park, a McCracken County park located within the Paducah city limits. This three-day concert series had more than 15,000 attendees. A couple of citizens commented at the meeting and voiced their concerns about COVID-19, the volume of the noise from the concerts, and the times of the day the music was playing."

COMMENTS

City Manager

- The City is doing a software upgrade beginning Friday morning, September 17, and continuing through Monday, September 20 at noon. During this time the public will not be

able to make payments through the Finance Department or apply for building permits through Fire Prevention. The City will endeavor to get these systems upgraded as quickly as possible.

- Two bids have been received for the engineering design of the Cherry Civic Center. He hopes to have something before the Commission on the September 28 agenda.

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Henderson, to adjourn the meeting of the Paducah Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

TIME ADJOURNED: 6:22 p.m.

ADOPTED: September 28, 2021

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

September 28, 2021

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. 09-09-2021 - Letter terminating contract with Miracle Works Lawn and Maintenance for breach of contract

Contract File:

1. Contract For Services FY2022 – Hotel Metropolitan (Uppertown Heritage)
2. Contract For Services FY2022 – Maiden Alley (Paducah Art House Alliance)
3. Contract For Services FY2022 – Market House Theatre
4. Contract For Services FY2022 – Paducah Arts Alliance
5. Contract For Services FY2022 – Housing Authority of Paducah
6. Contract For Services FY2022 – Yeiser Art Center
7. Contract For Services FY2022 – The National Quilt Museum
8. Contract For Services FY2022 – Paducah Symphony Orchestra
9. Contract For Services FY2022 – River Heritage Museum d/b/a River Discovery Center
10. Contract For Services FY2022 – Barkley Regional Airport Authority – MO #2497
11. Contract For Services FY2022 – Paducah Transit Authority – MO #2498

Bids File:

1. Paducah Floodwall Closure Project – ORD 2021-7-8695
    a) Jim Smith Contracting Co., LLC
    b) Harold Coffey Construction Co., Inc.

CITY OF PADUCAH
September 28, 2021

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

City Manager's Office Signature

9/23/21
Date

CITY OF PADUCAH
PERSONNEL ACTIONS
September 28, 2021

NEW HIRES - FULL-TIME (F/T)

POLICE	POSITION	RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Bertrand, Rachel E.	Recruit Officer / Patrolman	$24.14/hr	NCS	Non-Ex	October 7, 2021
Foster, Michael R.	Recruit Officer / Patrolman	$24.14/hr	NCS	Non-Ex	October 7, 2021
PUBLIC WORKS	**POSITION**	**RATE OF PAY**	**NCS/CS**	**FLSA**	**EFFECTIVE DATE**
Gray, Jerry	ROW Maintenance	$18.72/hr	NCS	Non-Ex	September 23, 2021
Smith, Taylor	ROW Maintenance	$18.72/hr	NCS	Non-Ex	September 23, 2021

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS - FULL-TIME (F/T)

FINANCE	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Davenport, Kamra	Accountant	Accountant	NCS	Ex	October 7, 2021
	$22.07/hr	$22.73/hr			
PUBLIC WORKS					
Shaw, Jimi	ROW Maintenance	Truck Driver	NCS	Non-Ex	September 30, 2021
	$20.80/hr	$21.25/hr			
Whorton, Jonathan	ROW Maintenance	Equipment Operator	NCS	Non-Ex	September 30, 2021
	$20.80/hr	$22.48/hr			

TERMINATIONS - FULL-TIME (F/T)

E911	POSITION	REASON	EFFECTIVE DATE
Noel, Christopher	Telecommunicator	Resignation	October 1, 2021
CUSTOMER EXPERIENCE	**POSITION**	**REASON**	**EFFECTIVE DATE**
Warmath, Christopher	Customer Experience Representative	Resignation	September 24, 2021
INFORMATION TECHNOLOGY	**POSITION**	**REASON**	**EFFECTIVE DATE**
Lott, Jessica	GIS Specialist	Resignation	October 1, 2021

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Emergency Roof Grant for 619 Broadway - **K AXT**

Category: Municipal Order

Staff Work By: Katie Axt
Presentation By: Katie Axt

Background Information: The roof at 617-619 Broadway (the Weille Building) has collapsed. In May, staff procured a structural engineering report from Gardener Engineering Consulting to assess conditions and evaluate risk to public safety and property. The report concluded that the structural integrity of the building is comprised and that immediate action was needed.

In August, Staff performed a site visit with property owners and Fire Prevention to assess interior damage and determine corrective actions. Fire Prevention declared the roof a state of emergency. Under the Roof Stabilization Assistance Program (Section 34-136(f)), staff may utilize program funds for the stabilization of a roof under the following conditions:
1). Located in the Historic Downtown Commercial District.
2). The structure is a contributing structure on the National Register of Historic Places.
3). Without emergency roof stabilization, the roof would be in danger of collapse.
4). Without emergency roof stabilization, the roof would further decay.

617-619 Broadway meets all of the above conditions. Further delay increases the risk of building collapse, property damage to adjacent buildings, and risk to public safety. The property owners provided a scope of work to repair the roof and mitigate further deterioration:

Project Scope:

- Demo existing framing: $5,000
- Reframe roof framing: $10,000
- Repair rubber membrane: $20,000
- Clean up and disposal
- Materials: $25,000

Total project cost: $60,000.

Staff recommends an emergency roof grant of $30,000 (50% of project cost), in keeping with the funding provisions of the Roof Stabilization Assistance Program. Emergency roof projects in excess of $20,000 requires City Commission approval. Emergency projects must be complete within three months of approval.

Staff recommends approval authorizing City Manager to execute an emergency roof stabilization grant agreement with the property owners of 617-619 Broadway in the amount of $30,000.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Downtown

Communications Plan: Grant award letter
Check presentation following project completion

Funds Available: Account Name: Roof Stabilization

Account Number: DT0030

Staff Recommendation: Approve

Attachments:

1. ORD grant agreement – Weille Building Roof Stabilization - 617-619 Broadway

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN EMERGENCY ROOF STABILIZATION ASSISTANCE GRANT FOR THE PROPERTY LOCATED AT 617-619 BROADWAY IN THE AMOUNT OF $30,000 AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, the roof at 617-619 Broadway (the Weille Building) has collapsed; and

WHEREAS, Gardener Engineering & Consulting provided a structural engineering report to the City of Paducah which indicates that structural integrity of the building is comprised and that immediate action is needed.; and

WHEREAS, the Paducah Fire Prevention Division has assessed the damage and declared the roof in a state of emergency; and

WHEREAS, the roof is eligible for funding under the City of Paducah Roof Stabilization Assistance Program as defined by the Code of Ordinances of the City of Paducah Section 34-136; and

WHEREAS, the City of Paducah now desires to enter into a Roof Stabilization Assistance Grant with the property owners at 617-619 Broadway to assist with the repair of the roof in order to address the public safety hazard.

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

SECTION 1. That the City of Paducah hereby authorizes the execution of an Emergency Roof Stabilization Assistance Grant with Ben & Mary Kay Kennedy for the property located at 617-619 Broadway (Weille Building) in the amount of $30,000 in accordance with the rules, requirements, and project scope as defined by the Grant Agreement.

SECTION 2. This grant shall be paid through the Roof Stabilization Assistance Program Project Account No. DT0030.

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

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 28, 2021
Recorded by Lindsay Parish, City Clerk, September 28, 2021
mo\ grant agreement – Weille Building Roof Stabilization - 617-619 Broadway

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Fleet Maintenance Service Agreement between the City of Paducah Fleet Department and Ledbetter Fire Department - **C YARBER**

Category: Municipal Order

Staff Work By: Debbie Collins
Presentation By: Chris Yarber

Background Information: September 8, 2021, a Fleet Maintenance Service Agreement was entered into for the City of Paducah Fleet Department to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Ledbetter Fire Department.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order for the Fleet Maintenance Service Agreement for the City of Paducah Fleet Department to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Ledbetter Fire Department.

Attachments:
1. MO agree-fleet maintenance services - Ledbetter Fire Department 2021
2. Ledbetter FD Service Agreement
3. Service Agreement labor rates

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH LEDBETTER FIRE DEPARTMENT TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah wishes to enter into a Fleet Maintenance Service Agreement with Ledbetter Fire Department for the City of Paducah Fleet Department to provide fleet services at hourly rates.

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the "Agreement") with the Ledbetter Fire Department in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. That the hourly labor rates are as follows:

Shop Hourly Labor Rate

Heavy Truck	$95 per hour
Heavy Equipment	$95 per hour
Passenger Vehicle	$85 per hour
Light Truck	$85 per hour
Small Engine	$75 per hour

SECTION 3. That the initial term of the Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional one (1) year unless either party terminates the Agreement upon sixty days written notice in accordance with Paragraph 7 of the Agreement. In addition, the City of Paducah may terminate the Agreement with cause upon a thirty-day written notice for non-payment of fees.

SECTION 4. This Order shall be in full force and effect from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, September 28, 2021
Adopted by the Board of Commissioners, September 28, 2021
mo/agree-fleet maintenance services –Ledbetter Fire Department 2021

EXHIBIT "A"

CITY OF PADUCAH FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS SERVICE AGREEMENT

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky,** a municipal corporation, (hereinafter "Paducah") and Ledbetter Fire Department (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.

2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one-half times the regular hourly fee.

3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.

4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.

5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than $1,000. Any service or repair exceeding $1,000 shall require prior written authorization from Customer's authorized representative.

6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.

7. **TERMINATION**. Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.

8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.

9. **AUTHORIZED REPRESENTATIVE**. Customer's authorized representative is Terry Stringer.

10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than $1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.

11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

CITY OF PADUCAH	**CUSTOMER**
By: _____	By: _____
Title: Mayor	Title: _____
Date: _____	Date: _____

Shop Hourly Labor Rate Sheet

Heavy Truck ---------- $95.00 per hour

Heavy Equipment ---------- $95.00 per hour

Passenger Vehicle ---------- $85.00 per hour

Light Truck ---------- $85.00 per hour

Small Engine ---------- $75.00 per hour

CITY OF PADUCAH FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS SERVICE AGREEMENT

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky,** a municipal corporation, (hereinafter "Paducah") and Lubbock Fire Dept (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.

2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.

3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.

4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.

5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than $1,000. Any service or repair exceeding $1,000 shall require prior written authorization from Customer's authorized representative.

6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.

7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.

8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.

9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is Fleet Manager at Lubbock.

10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than $1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.

11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS SERVICE AGREEMENT

CITY OF PADUCAH	**CUSTOMER**
By: _____	By: [signature]
Title: Mayor	Title: [illegible]
Date: _____	Date: 9/8/21

246362

Shop Hourly Labor Rate Sheet

Heavy Truck ---------- $95.00 per hour

Heavy Equipment ---------- $95.00 per hour

Passenger Vehicle ---------- $85.00 per hour

Light Truck ---------- $85.00 per hour

Small Engine ---------- $75.00 per hour

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Health, Vision and Dental Benefit Plan Premiums for 2022 - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo
Presentation By: Peel & Holland

Background Information: The following reflect the recommended monthly health insurance premiums, by plan, for the 2022 Calendar year. These are the rates, as presented by DJ Story, of Peel and Holland, which are flat compared to last year. These premiums allow us to keep our grandfathered status, which offers protection to both the employer and the employee and allows us to maintain an acceptable escrow level to cover expected claims and plan costs. As a further note, regarding the City's health insurance premiums, there have not been any increases to costs over the last ten years.

Health Insurance:

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

Vision Premiums:

The following will reflect the monthly Vision Premium rate for the 2022 calendar year. The renewal rates will not increase from last year.

Blue View Vision	Monthly Premium
Employee	$6.58
Employee/Spouse	$11.51
Employee / Child(ren)	$12.51
Family	$19.09

Dental Premiums:

The following will reflect the recommended monthly Delta Dental Plan Premiums for the 2022 calendar year. The premium renewal percentage rate will increase by 0% from last year.

Delta Dental of KY	Monthly Premium
Employee	$25.95
Employee/Spouse	$52.95
Employee / Child(ren)	$55.38
Family	$90.10

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: 73000208

Account Number: 521080

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

Attachments:

1. Heath Vision & Dental Premiums 2022
2. Dental Renewal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND ADOPTING THE COMPREHENSIVE HEALTH INSURANCE BENEFIT PLAN PREMIUMS, THE VISION INSURANCE PLAN PREMIUMS, AND THE DENTAL INSURANCE PLAN PREMIUMS FOR CALENDAR YEAR 2022 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the City of Paducah approves and adopts the following monthly health insurance premiums for calendar year 2022 for employees of the City of Paducah:

Health Insurance:

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

SECTION 2. That the City of Paducah hereby approves the following monthly premiums for the Blue View Vision Plan through Anthem BlueCross BlueShield for vision care for employees for calendar year 2022:

Vision Insurance:

	Monthly Premium
Employee	$6.58
Employee/Spouse	$11.51
Employee Child	$12.51
Family	$19.09

SECTION 3. That the City of Paducah hereby approves the following monthly premiums for the Delta Dental Plan for optional dental care for employees for calendar year 2022:

Dental Insurance

	Monthly Premium
Employee	$25.95
Employee/Spouse	$52.95
Employee Child	$55.38
Family	$90.10

SECTION 4. That the premiums for the Comprehensive Health Insurance Benefit Plan, the Blue View Vision Plan and the Delta Dental Plan for employees of the City of Paducah, adopted in Sections 1,2 and 3 above, shall become effective January 1, 2022.

SECTION 5. That the Mayor is hereby authorized to execute all documents related to the premiums approved in Sections 1, 2 and 3 above.

SECTION 6. This order shall be in full force and effect from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 28, 2021
Recorded by Lindsay Parish, City Clerk, September 28, 2021
\mo\Heath Vision & Dental Premiums 2022

Authorized Signature _____

Title _____

Date _____

Delta Dental of Kentucky

Renewal Rates for CITY OF PADUCAH #692290

Effective January 1, 2022

Rates

Rates per subscriber per month	Current Rate(s) January 1, 2021 through December 31, 2021	Renewal Rate(s) January 1, 2022 through December 31, 2022
Subscriber only	$25.95	$25.95
Subscriber and spouse	$52.95	$52.95
Subscriber and child(ren)	$55.38	$55.38
Subscriber, spouse and child(ren)	$90.10	$90.10
Overall Percent Change	0.00%	

Rating Requirements

Tied to medical: No

Enrollees and dependents choosing this dental plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Rating Assumptions

Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one year contract.

Self-billing is not allowed and you agree to pay as invoiced each month.

Subscriber materials which are produced by Delta Dental will be updated and provided when plan changes apply and are always available to view or print at https://www.DeltaDentalKY.com.

Printed dentist directories are not included. You can find participating dentists on our website at https://www.DeltaDentalKY.com.

The plan specifications are subject to Delta Dental's standard exclusions and limitations, including:

- Oral exams (including evaluations by a specialist) are payable twice per calendar year. Limited oral evaluations for a specific problem or complaint are also payable twice in the same calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Two additional periodontal maintenance procedures are payable per calendar year for individuals with a documented history of periodontal disease. Full mouth debridement is payable once in a lifetime.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable once per calendar year for people age 18 and under.
- Space maintainers are payable once per area per lifetime for people age 13 and under.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Sealants are payable once per tooth per two-year period for first and second permanent molars for people age 15 and under. The surface must be free from decay and restorations.
- Payment for crowns, inlays, and onlays are payable once per tooth in any five-year period. Stainless steel crowns are payable once per tooth in any two-year period on primary teeth only.
- Composite resin (white) restorations are payable on posterior teeth.
- Root canal treatment is inclusive of periapical X-rays, cultures, follow-up care, treatments, pulpotomy or pulpectomy, and routine post-operative procedures. Separate charges are not Covered Services for these procedures. Retreatment is payable two years after the initial treatment.
- Denture and/or bridge replacement is payable five-years post initial place. Replacement is not a Covered Service for lost or stolen dentures and/or bridges. Interim dentures are payable only for people under age 17 to replace extracted anterior permanent teeth.
- The initial installation of any prosthodontic service to replace missing teeth or teeth that were lost before coverage began, including congenitally missing teeth is not payable. Replacements of existing appliances can be considered.
- Fixed bridges or removable cast partials are payable only for Eligible Dependents over age 16. Services and appliances that replace missing natural teeth (such as bridges, endosteal implants, implant crowns, partial dentures, and complete dentures) may be subject to an Alternate Benefit.
- Porcelain and resin facings on bridges are payable on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Approve Strategic Health Risk Advisor & Strategic Benefit Placement Services with Peel & Holland - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo
Presentation By: Stefanie Suazo

Background Information: The City has utilized the Health Risk Advisor services with Peel & Holland since July 1999 pertaining to issues regarding the administration, renewal, claim resolution, cost containment and bidding process of the City's health insurance plan. Staff recommends entering into a contract with Peel & Holland to continue these services for calendar year 2022. The 1 year contract with Peel & Holland remains flat at $78,900. This fee is payable in four equal installments of $19,725 to be billed quarterly. In addition, there is a fee of $200 per hour subject to a minimum retainer of $5,000 for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes of other similar issues. In addition to this cost is an Advisory Agreement Services Addendum. This Addendum would only be in effect if services from the attached form are requested and additional charges and fees will apply. These fees also remained flat.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: 73000208

Account Number: 523070

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

Attachments:

1. MO - Peel & Holland Strategic Health Risk Advisor & Benefit Placement Services 2022
2. 2022 City of Paducah Advisory Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES WITH PEEL & HOLLAND FINANCIAL GROUP FOR ADMINISTRATION OF THE CITY OF PADUCAH'S HEALTH INSURANCE IN AN AMOUNT OF $78,900 PLUS $200 PER HOUR, SUBJECT TO A MINIMUM RETAINER OF $5,000, FOR REQUESTED SERVICES RELATED TO EMPLOYEE BARGAINING, LEGAL MATTERS, AND DISPUTES OR OTHER SIMILAR ISSUES AND AUTHORIZES THE EXECUTION OF THE ADVISORY AGREEMENT SERVICES ADDENDUM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute a contract for a Strategic Health Risk Advisor and Strategic Benefit Placement Services with Peel & Holland Financial Group, in the amount of $78,900, payable in four equal installments of $19,725 each, for administration services pertaining to the administration of the City of Paducah's health insurance. An additional fee of $200 per hour, subject to a minimum retainer of $5,000, will be charged for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes or other similar issues.

SECTION 2. The City of Paducah hereby authorizes the Mayor to execute an Advisory Agreement Services Addendum with Peel & Holland Financial Group, which provides for additional fees if specific additional services are requested including Carrier Billing Reconciliation, Enrollment Errors, and Benefit Administration System Maintenance for $150 per hour with a $300 minimum and ACA Reporting for $150 per hour with a $1,500 minimum.

SECTION 3. Said contract and addendum authorized in Sections 1 and 2 above will be for the 2022 calendar year.

SECTION 4. This order will be in full force and effect from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 28, 2021
Recorded by Lindsay Parish, City Clerk, September 28, 2021
mo\contract – Peel & Holland Strategic Health Risk Advisor & Benefit Placement Services 2022

STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES

THIS CONTRACT, made and entered into on this **28th day of October 2021**, by and between Peel & Holland Financial Group, 1120 Main, P.O. Box 427, Benton, Kentucky 42025, hereinafter referred to as "ADVISOR," and **City of Paducah, Kentucky** hereinafter referred to as the "CLIENT,"

WITNESSETH:

WHEREAS, CLIENT desires to engaged ADVISOR to access its “Strategic Health Risk Advisor System and Strategic Insurance Placement Services System”, hereinafter referred to as “SYSTEM” and ADVISOR desires to accept such engagement; and

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

A. ADVISOR perform the following services on behalf of the CLIENT:

1. Review all insurance contracts and employer forms relating to health, vision, dental, and drug benefits, HRA, H.S.A. and make recommendations to the CLIENT on such contracts.
2. Coordinate on-site enrollers or web-based enrollments and assistance with annual open enrollment for eligible employees during the period(s) contracted.
3. Provide assistance with questions on behalf of CLIENT including but not limited to health insurance claims, eligibility, plan selection for employees.
4. Provide consultation on issues relating to cost share, stop-loss and plan administration, and oversight in bid processes annually.
5. Review and provide commentary on plan data such as claims, administrative and reinsurance costs and comparisons of data for varying years on a quarterly basis agreed to committees and/or the City Commission, or City Manager as agreed to by CLIENT.

6. Prepare annual request for proposals (RFP) for years CLIENT requests formal bid processes. Provide oversight and coaching services in review of bids, assembly of data received by bidders and make specific recommendations to CLIENT for placement or procurement of health/drug, dental and vision insurance contracts.
7. Review preferred provider agreements and assist client in comparing and selecting preferred provider organizations (PPO).
8. Assist CLIENT with meetings and coach on benefit plan issues with employee groups as requested by CLIENT.
9. When qualified provide advice for all other areas of health, dental and drug plan operations as requested by CLIENT.
10. Provide COBRA administrative services via a separate administrative party as per a separate agreement between, Flores & Associates and CLIENT.
11. Provide expert witness services in connection for employer and employee bargaining, legal matters, disputes, or similar issues, as requested by the employer or the employer's legal counsel.
12. Provide data analytics via Acclaim Health Analytics and NavMD Design180 with customized reporting and care management integration with disease management firms chosen independently by CLIENT.
13. Access to Compliance Dashboard, tool to help assure compliance with health plan laws.

B. For the services rendered as described in Paragraph A, Subparagraphs 1 through 10, CLIENT shall pay ADVISOR a fee of $78,900 per annum (fee includes $72,000 for Items 1-10, $6,300 for item 12, and $600 for Item #13). Services shall be billed and payable at a rate of $19,725 per quarter and due each of the following dates: January 1, 2022, April 1, 2022, July 1, 2022, and October 1, 2022, payable within 30

days of each billing statement. Services shall continue for one calendar year from the inception date of this agreement. For services rendered as described in Paragraph A, Subparagraph 11 above, CLIENT shall pay ADVISOR a separate fee of $200.00 per hour subject to a minimum retainer of $5,000.00 per year should services be requested in item 11 above. Invoice for services rendered or retained under Paragraph A, Subparagraph 11, shall be billed monthly as accrued and payable no later than the 10th of the following month after the billed date. Assuming no services Paragraph A, Subparagraph 11 are requested, then no fee shall be paid under this separate section of the services. Also, due to the nature of benefits such as dental, vision, life, voluntary plans, etc. certain carriers may not waive standard commissions and if such relationship exists then these commissions shall be disclosed, and commissions may be earned in addition to other fees specified within this agreement. The charging of these fees and expenses by ADVISOR for the services enumerated shall not preclude his charging and receiving a commission or fee as an agent or consultant in a separate transaction between CLIENT and ADVISOR should there be any such separate transaction.

C. CLIENT acknowledges that, with respect to providing advice and assistance placing insurance-related products, ADVISOR is acting as an insurance agent (as defined in KRS Chapter 304.9-020) and subject to provisions of KRS Chapter 304.11-020 TO 304.11-050. Further CLIENT meets the definition of “client” as denoted in KRS Chapter 304.11-020 TO 304.11-050 for health insurance.

D. CLIENT agrees that ADVISOR’s sole responsibility is to provide its best advice in an objective manner in accordance with the terms of the contract. CLIENT understands and acknowledges that in many instances ADVISOR's advice will simply consist of his opinion. Although CLIENT may delegate to ADVISOR certain decisions as part of the service rendered by ADVISOR pursuant to this contract, only CLIENT, and not ADVISOR, shall be responsible for such decisions. ADVISOR's obligation to CLIENT shall be limited to providing CLIENT with his best opinion based upon his professional experience at the time such opinion is presented. CLIENT acknowledges

that ADVISOR makes no representations nor warranties concerning the quality, effectiveness, or results of his coaching services, and CLIENT assumes full risk for, and shall hold ADVISOR harmless from, all results of following or rejecting ADVISOR's advice or recommendations.

E. CLIENT shall release ADVISOR from providing any services required herein and ADVISOR shall provide a refund to CLIENT, prorated with the length of service rendered, if ADVISOR is prevented from providing the services by sickness, death, or events beyond his control, or if any outstanding bill which is due and payable by CLIENT to ADVISOR for past services is not paid in accordance with this contract.

F. Termination: CLIENT agrees that the initial term of this agreement and associated fees shall continue through December 31, 2022 and may continue into the future, as mutually agreed and by extending the agreement in writing. Afterward, either party may termination this agreement, at any time, for any reason, provided a ninety (90) day notice is provided in writing. Fees shall continue to become due and payable throughout the length and term of the entire agreement, even if terminated, unless stipulated otherwise in section E. above.

G. This agreement has been entered into by City of Paducah, Paducah, Kentucky and Peel & Holland Financial Group.

IN TESTIMONY WHEREOF, Peel & Holland Financial Group and City of Paducah each has caused their name to be hereunto affixed on this date first written above.

09/28/2021
Date: DJ Story, Authorized Peel & Holland Representative

Date: City of Paducah Kentucky

Advisory Agreement Services Addendum

Additional Human Resources and Financial Support Services

Our advisory services assume each client shall maintain employment records, system information and provide for their own carrier bill reconciliation. In the event the services indicated below are requested additional charges and fees will apply.

- Carrier Billing Reconciliation: $150 per hour, $300 minimum
    - Auditing carrier invoices;
    - Retrospective billing resolution and dispute mitigation
- Enrollment Errors: $150 per hour, $300 minimum
    - Enrollment corrections;
    - Carrier communications;
    - Dispute resolution;
- Benefit Administration System Maintenance: $150 per hour, $300 minimum
    - System build, implementation and testing;
    - Entering, maintaining and updating various records
- ACA Reporting: $150 per hour, $1,500 minimum
    - Training, support and online assistance outside the initial system implementation;
    - Entering data, uploading reports and assistance with retrospective corrections

I/We understand the services as listed above require additional time, effort, support and additional charges shall apply.

Date: City of Paducah, Authorized Representative

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo
Presentation By: Peel & Holland

Background Information: DJ Story of Peel and Holland recommends that the city continue with Anthem Blue Cross Blue Shield for the 2022 plan year, effective January 1, 2022 as the City's Third Party Administrator (TPA) to provide claims administrative services related to the City's health insurance plan. Remaining with Anthem offers the best overall option for quality of plans, administrative services and competitive rates and factors. A summary of Anthem's administrative fees, rates and factors is attached. In addition, since January 1, 2011 the City of Paducah has purchased stop loss insurance with Anthem to protect the City's health insurance plan in the event of a catastrophic claim(s). It is recommended, for the 2022 plan year beginning on January 1, 2022, the Commission adopt an agreement with Anthem to purchase stop loss insurance which is set at a $175,000 maximum city liability per person (individual stop loss), Anthem assumes liability for all claims in excess of this amount, and $2,490,743.00 maximum city liability of total claims combined (aggregate stop loss limit), Anthem assumes liability for all claims in excess of the aggregate total up to $1,000,000. Premium rates are $95.49 per member per month for individual stop loss insurance, in which there is an increase of 2.99% from last year, and $6.87 per member per month for aggregate stop loss insurance, which stayed the same from last year.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: 73000208

Account Number: 520010

Staff Recommendation: Authorize the Mayor to execute ASO agreement with Anthem Blue Cross Blue Shield for administrative services and stop loss insurance.

Attachments:
1. MO health ins-stop loss coverage & administrative services 2022
2. City of Paducah 2022
3. CoP MSP Form

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE RATES FOR STOP LOSS INSURANCE COVERAGE AND AUTHORIZING AN AGREEMENT FOR ADMINISTRATIVE SERVICES WITH ANTHEM BLUE CROSS BLUE SHIELD FOR THE GROUP HEALTH INSURANCE PLAN FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2022 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

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

SECTION 1. That the City of Paducah authorizes and approves an agreement with Anthem Blue Cross Blue Shield as the City's Third-Party Administrator to provide claims administrative services related to the City's health insurance plan. The effective date of this Agreement is January 1, 2022 and ending December 31, 2022.

SECTION 2. That the City of Paducah accepts the rates offered through Anthem Blue Cross Blue Shield for Stop Loss Insurance Coverage for the group health insurance plan for the City of Paducah, Kentucky. Effective January 1, 2022. The stop loss rates are as follows:

1) Individual Stop Loss - $175,000 maximum City liability per person with a monthly rate of $95.49 per member; and
2) Aggregate Stop Loss - $2,490,743 maximum City liability of total claims combined with a monthly rate of $6.87 per member. Anthem assumes liability for all claims in excess of the aggregate total up to $1,000,000.

SECTION 3. The Mayor is hereby authorized to execute all documents relating to administrative services and stop loss insurance coverage as authorized in Sections 1 & 2 above.

SECTION 4. This Order shall be in full force and effect from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 28, 2021
Recorded by Lindsay Parish, City Clerk, September 28, 2021
\mo.\health ins-stop loss coverage & administrative services 2022

Fixed Administrative Costs

CITY OF PADUCAH

Effective January 1, 2022 through December 31, 2022

Fixed Administrative Costs	Current PCPM	1/1/2022 through 12/31/2022 PCPM
Non-CDH Plan Enrollment	45	45
CDH Plan Enrollment	228	228
Enrollment	273	273
Medical and Pharmacy Administration	$48.92	$49.21
Pharmacy Rebate Offset	($33.95)	($35.05)
Basic Wellness	$0.00	$0.00
Specialty Pharmacy with Clinical Site of Care Review	$0.65	$0.65
Composite Total:	$15.62	$14.81
Annual fixed administrative costs based on assumed enrollment:	$51,171	$48,518
Percentage Change:		-5.2%

Authorized Signature: _____

Title: _____

Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.

The Pharmacy Rebate Offset reflects the National Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

Stop Loss Options

CITY OF PADUCAH

Group Number(s): W29698 00210630

Effective January 1, 2022 through December 31, 2022

Option 1 - $175,000 Specific Stop Loss with 125% Aggregate Stop Loss

Specific Stop Loss limit:	$175,000
Specific Stop Loss contract basis:	Paid in 12
Lines of coverage Included:	Med And Rx
Specific Stop Loss Maximum:	Unlimited
Specific Stop Loss accumulation:	Per Member
Commissions:	0.00%

Aggregate Stop Loss percentage reimbursable:	125%
Aggregate Stop Loss contract basis:	Paid in 12
Lines of coverage Included:	Med And Rx
Aggregate Stop Loss Maximum:	$1,000,000
Commissions:	0.00%
Payment Limit:	Annual
Minimum Aggregate Stop Loss limit:	$2,241,669
Estimated Policy Period Claims Maximum:	$2,490,743

Specific Stop Loss Premiums		Composite PCPM	Annualized Total
		273	
Total	*Current*	$92.72	$303,751
	Renewal	***$95.49***	***$312,825***
Rate Change			***2.99%***

Aggregate Stop Loss Premiums		Composite PCPM	Annualized Total
		273	
Total	*Current*	$6.87	$22,506
	Renewal	***$6.87***	***$22,506***
Rate Change			***0.00%***
Admin Annualized Total			***$48,518***
Fixed Costs Annualized Total			***$383,849***

Monthly Aggregate Factors		Composite PCPM	Annualized Total
		273	
Total	*Current*	$728.10	$2,385,256
	Renewal	***$760.30***	***$2,490,743***
Rate Change			***4.4%***

Stop Loss Options

CITY OF PADUCAH

Group Number(s): W29698 00210630

Effective January 1, 2022 through December 31, 2022

Option 1 - $175,000 Specific Stop Loss with 125% Aggregate Stop Loss

Estimated Expected Claims		Composite PCPM						Annualized Total
		273						
Total	*Current*	$582.48						$1,908,204
	Renewal	***$608.24***						***$1,992,594***
Rate Change								***4.4%***
Fixed Costs and Expected Claims Annualized Total								***$2,376,443***

Authorized Signature: _____

Title: _____

Date: _____

Services included and buy-up options

CITY OF PADUCAH

Effective January 1, 2022 through December 31, 2022

Services Included in fixed administrative costs
Administration of the proposed $3000 Deductible EHDHP (0% Natl Ntwk Natl Form) Blue Access, $1500 Deducitble PPO ($15/$35/$55/25% Natl Ntwk Natl Form) Blue Access plan designs.
ASO Basic Foundational Program
Specialty Pharmacy with Clinical Site of Care Review
LiveHealth Online
Blue Distinction Programs
Claims Fiduciary Coverage
Standard ID cards
Standard management reporting
State/federal reporting
Open enrollment meeting support
Electronic version of the benefit booklets

Buy-Up Options	PCPM fee
ASO Get Control Engagement Package	~~$1.59~~
ASO Get Strong Engagement Package	~~$1.53~~
ASO Be Active Engagement Package	~~$4.33~~

Account Administration Buy-Up Options (charged separately)	Fee Billed Per ParticipantPer Month
Act Wise Commuter	~~$3.40~~
Act Wise FSA	~~$3.40~~
Act Wise HRA with FSA, Dependent FSA, Commuter	~~$3.40~~
Limited Purpose FSA or Dependent FSA or Commuter Add on to Act Wise HSA	$1.15

Notes

Full quote details available upon request.
HSA and HRA account administration is only available with particular plan designs. Details available upon request.
Health Savings Account Fees may be paid by the employer or the employee.
Engagement packages have an additional $1.25 service fee each time a reward is added to the re-loadable Master Card.

Authorized Signature _____

Title _____

Date: _____

Assumptions and conditions

CITY OF PADUCAH

Effective January 1, 2022 through December 31, 2022

SIC Code: 9199

Administrative Services Only (ASO)

• The proposed services, rates and fees are effective from 1/1/2022 through 12/31/2022.
• This contract will be issued in KY.
- This is an integrated medical and pharmacy offering.
• The proposal assumes 273 employees will be enrolling for medical coverage, with an average member to employee ratio of 2.12.
• The proposal assumes the same enrollment for medical and pharmacy.
• Anthem reserves the right to revise this proposal or modify these fees or rates under any of the following circumstances:
- Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem's discretion, invalidates this quote.
- Legislation or other matters that impact Anthem's costs or revenues under this proposal
- Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
- Actual Member to Subscriber ratio is not within +/-5% of 2.12.
- A change to the plan benefits that result in substantial changes in the service or networks, as determined by Anthem.
- Changes in proposal terms, conditions, services or product from this quotation.
- Any of the plan benefits administered by Anthem are moved to another third party administrator or private exchanges.
- Anthem and/or WCIC is not the sole medical carrier.
- Change in nature of Employer's business.
- A material reduction in Provider's billed or published charges that results in a decrease in Anthem's discount of 10% or more.
• The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.
• Unless otherwise noted, fees are quoted on a per contract per month (PCPM) basis. PCPM is equivalent to, and will be described as per subscriber per month in the Administrative Services Agreement.
• Employers, as plan sponsors and administrators, are responsible for complying with all applicable laws.
• Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.
• This quote assumes ACH withdraws from group's bank account for claims and fixed fees. Anthem's standard for claim billing is weekly with payment required within three business days from receipt of invoice.
• This quote assumes Anthem will accept fiduciary responsibility for claims administration and the handling of the claims complaint and appeals. To the extent ERISA applies, the employer remains the Named Fiduciary of the plan.
• Commissions and consultant fees are excluded unless otherwise noted.
• The processing of claims incurred prior to the effective date is the responsibility of the prior claims administrator.
• Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.
• Specific Stop Loss maximum matches the lifetime maximum of the plan(s) unless specified otherwise.
• This Stop Loss proposal expires 30 days from the date of its release or on the effective date, whichever is sooner.

Assumptions and conditions

CITY OF PADUCAH

Effective January 1, 2022 through December 31, 2022

SIC Code: 9199

Administrative Services Only (ASO)

• Specific Stop Loss claims above the selected Specific Stop Loss Limit will not count towards satisfaction of the aggregate attachment point.
• No change in benefits after the effective date by the group's employee benefit program shall be covered by the Stop Loss agreement nor shall any amounts paid as benefits resulting from such a change be counted towards the satisfaction of the attachment point. This limitation may be waived if a written acceptance of such a change is issued by the carrier.
• Only those coverage's quoted and which are eligible under the group's employee benefit program are eligible under this Stop Loss program.
• Stop Loss protection must be purchased in conjunction with our Administrative Services proposal.
• All expenses for services or supplies in excess of any limitation under the group's employee benefit program are excluded under the Stop Loss program.
• COBRA enrollees must not exceed 10% of total enrollees.
• Claims Run-Out coverage is applicable at the end of a full 12 month policy period only and cannot be applied against any Stop Loss policy that terminates prior to completion of the contract period.
• The Individual Stop Loss Limit accumulation period will be the full twelve months of the standard contract period.
• Aggregate premium for Run-out coverage will be calculated by the sum of subscribers enrolled during the last month of the contract period times the number of run-out months times employee rate.
• All contracts including the ASO Agreement and/or the Stop Loss Agreement must be signed prior to the effective date.
• This is an integrated administration and stop loss offering. Admin fee is not valid outside of this pairing with stop loss. Anthem Stop Loss cannot be omitted without approval from Underwriting.
• This offer assumes that no class of employees will be offered an HRA integrated with individual health insurance coverage. Anthem must be notified if particular classes of employees will be offered an HRA integrated with individual health insurance coverage, and a census of those employees must be provided so that appropriate adjustments, if needed, can be made to this offer.
• This quote does not include funding of the Patient-Centered Outcome Research Institute fee.
• This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.
• Anthem reserves the right to inspect and audit any and all of CITY OF PADUCAH documents relating to claims submitted to Anthem. Documentation includes, but is not limited to, claims, case management, utilization management records, audit records (including audits of TPA and TPA's providers and vendors), eligibility, as well as other information requested by Anthem. Anthem also has the right to review and audit records related to subrogation and other recoveries.
Stoploss terms are firm. This proposal expires 09/10/2021 after which time we reserve the right to revise our claims and rates based on updated experience.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. Independent licensee of the Blue Cross and Blue Shield Association.
ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. - 0163007-04

Additional service fees

CITY OF PADUCAH

Effective January 1, 2022 through December 31, 2022

Additional service fees
Runout Period Claims Processing Fee Types Fees associated with claims processed during the runout period including without limitation subrogation fees, recovery fees, network access fees, will be charged during the runout period.
Runout Period Claims Processing Fee Costs The cost of processing runout claims is excluded. The charge for processing 12 months of runout claims is 9.0% of all runout claims. In addition, direct charges may be incurred following termination that are not included in the standard runout processing fee (e.g., data feeds to other vendors).
Discount Share The fee will be equal to 2.00% of in-network discounts. In-network discount is the difference between billed charges for covered services and the negotiated amount. Prescription drug claims, claims paid on a capitated basis, Traditional network fee schedule and Payment Innovation program payments are excluded from the fee calculation. This fee will be limited as follows: up to $5,000 per Claim [up to an aggregate maximum of $17.36 PCPM per Agreement Period] [No less then an aggregate minimum of $14.2 PCPM per Agreement Period].
Out of Network Savings Fees The fee will be equal to 50% of the negotiated savings achieved on certain non-network claims.
Traditional Network Provider Savings Fee The fee will be equal to 50% of Traditional network discounts. Traditional network discount is the difference between billed charges for covered services and the traditional provider negotiated amount. Prescription drug claims, claims paid on a capitated basis and Payment Innovation program payments are excluded from the fee calculation.
BlueCard Fees The following BlueCard fees will be included in the paid claims amounts: ● The access fee is charged at a percentage no greater than 3.79% of the discount/differential subject to a maximum of $2,000 per claim. ● The AEA Fee is $5.00 per professional provider claim and $11.00 per institutional claim. ● Occasionally, Anthem and a Host Blue may contract for a lower fee by combining the Access Fee and the AEA fee. ● The Central Financial Agency fee is $0.35 per payment notice. The ITS transaction fee is $0.05 per claims transaction. ● BlueCard fees are not charged in Anthem states. For a complete description of these fees, please consult your ASO Agreement.
Enhanced Personal Health Care (EPHC) Program Administration The fee for Anthem's oversight of EPHC with providers or vendors is 25% of the per attributed member per month amount charged to the Employer for the provider performance bonus portion of the EPHC program.
Subrogation services The charge is 25% of gross subrogation recovery.
Overpayment Identification and Claims Prepayment Analysis Activities The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and Vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prepayment analysis activities and the amount that was charged to Employer following performance of the prepayment analysis activities. This includes, but is not limited to, activities related to COB, duplicates, contract compliance, and eligibility.
External appeals The PPACA requires that ASO groups provide a process for external claims appeals to be available in situations where adverse benefit determinations have been made. Employer may contract with Anthem for this service or arrange to work directly with an external vendor. The fee will be $500 per external appeal for the service contracted with Anthem.
Independent Dispute Resolution Fee for Independent Dispute Resolution. Fees charged to Anthem as part of independent dispute resolution processes, including arbitrator fees, will be charged to Employer.
Reporting Management reports (e.g., standard account reporting package, performance guarantee reporting, lag reports, online reporting tool/access are included in our fees. In addition to these reports, Anthem will provide 20 hours of time needed to generate custom or ad-hoc reports (e.g., care management and utilization review reports) at no charge per year. The charge beyond 20 hours per year is $150 per hour of time needed to generate the custom or ad-hoc report.
HSA Carve-out Vendor Connection A fee of $10,000 applies to sending medical claims files to standalone HSA administrators (not purchased through Anthem).
Data Feeds

Additional service fees

CITY OF PADUCAH

Effective January 1, 2022 through December 31, 2022

Anthem shall provide up to one Monthly data feed to a supported outside vendor in Anthem's standard format , not to exceed 12 feeds. The charge is $1,000 for each additional feed. Each time a report is sent to a supported vendor electronically, it is considered a feed, even if the same report is sent to the same vendor monthly. For example, if monthly feeds are sent to two supported vendors, 24 electronic data feeds will have been used on an annual basis. The charge for Weekly data feeds to a single supported vendor, not to exceed 52 feeds, is $15,000 annually. The charge for Daily data feeds to a single supported vendor, not to exceed 365 feeds, is $20,000 annually. Additional fees would be required for Stop Loss interfaces, Rx integration feeds and telemedicine.

- **Pharmacy Benefit Administration**
  See Pharmacy Pricing Summary.

Authorized Signature _____

Title _____

Date: _____

Medicare Secondary Payer

Reset Form

Anthem

Employer Status Form

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

Group name	Group contact
City of Paducah	Stefanie Suazo
Group identification no.	Telephone no.
W29698	270-444-1354

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

☐ Does **NOT** ☒ Does

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

☐ Does **NOT** ☒ Does

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

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

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

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

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

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

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

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

Group administrator signature	Date

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

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2022 plan year - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo
Presentation By: Peel & Holland

Background Information: The City makes financial contributions to subsidize the cost of the premium charges in the approved health and wellness plan. Allocation of spending credits towards the purchase of certain benefits such as health, dental or vision pursuant to the City's group health insurance plan shall be $8,724 per employee. For those employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan are recommended to receive an employer contribution of $2,850. New participants to the waiver credit, with a hire date after January 1, 2014 are subject to a $500 maximum employer contribution. In addition, any employee should be able to increase their allotment, at the minimum, by participating in the wellness program. This can be achieve through biometric readings ($1,000), not using nicotine ($250), getting a physical and turning in lab work ($250) and participating in six free events ($750) such as walking a 5k.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: 73000208

Account Number: 523070

Staff Recommendation: Approve the use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2022 plan year.

Attachments:

1. ins policy spending credits 2022
2. NEW_City of Paducah Wellness Program 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ESTABLISHING POLICY FOR USE OF SPENDING CREDITS TOWARD THE PURCHASE OF CERTAIN BENEFITS SUCH AS HEALTH, DENTAL OR VISION PURSUANT TO THE CITY'S GROUP HEALTH INSURANCE PLAN FOR THE 202 PLAN YEAR

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

Section 1. To be eligible for the benefits provided in Section 2, employees must timely enroll in that portion of the City's group health insurance plan referred to as medical and prescription drug coverage. The City shares the cost of medical, prescription drug, dental and vision coverage with the City employees by contributing $8,724 per employee ("base credit") to be used under the Plan and other applicable credits which may be earned pursuant to the applicable City policy.

Section 2. All eligible employees who timely apply for coverage under the City's group health insurance plan (medical and prescription drug coverage) shall be permitted to redirect any unspent employer contribution toward the applicable pre-tax vehicle (HSA, FSA, HRA) subject to all applicable federal and state laws and regulations and as may be amended from time to time by order of the Board of Commissioners. Any changes requested by the employee due to change in family status shall be considered on a pro-rata basis from the effective date of timely enrollment pursuant to the plan documents of any affected benefit plan.

Section 3.

A. Employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan shall receive an employer contribution of $2,850. New participants to the waiver credit, with a hire date after January 1, 2014 are subject to a $500 maximum employer contribution which can be applied to an HRA, deposited on an as accrued basis, as established by the City and which can be amended from time to time by order of the Board of Commissioners. In the event the City in its sole discretion does not accept the creditability of the spouse's employer-sponsored group health insurance plan, other group sponsored health insurance plan, or non-group sponsored health insurance plan, and the employee chooses to remain covered under such group health insurance plan, then such employee shall be governed under the procedures established in Section 4.

B. All eligible employees who opt out of the City's group health insurance plan to enroll in a health insurance plan that is not under a spouse's employer-sponsored group health insurance or other

group sponsored health insurance plan shall not be permitted to participate in an employer contribution of any unspent health insurance credits.

Section 4. All eligible employees who opt out of the City's group health insurance plan (medical and prescription drug coverage) for any reason other than those stated in Section 3 above, shall not be entitled to an employer contribution of unspent credits.

Section 5. All eligible employees and their spouse may receive the maximum wellness credit that can be earned and that is $2,250 for an employee and $1,000 for a spouse.

Section 6. For all employees who subsequently become eligible for coverage under the City's group health insurance plan because of initial employment or a qualifying event (i.e., change in family status), and is timely enrolled under the Plan or opts out of the Plan, shall be governed under the same procedures described in Sections 1-4 above, except any benefits shall be applied on a pro-rata basis.

Section 7. Except as provided under the applicable plan document covering any benefit plan, or HIPAA's special enrollment rights or the United States Internal Revenue Code, or any other applicable federal or state law or regulation, or any participant in the City's group health plan as described in Section 2 or any employee who has opted out of the plan as described in Sections 3 or 4 above, shall be precluded from making any changes to pre-tax elections (HSA, FSA, HRA) once the plan year starts except as otherwise permitted by this Municipal Order.

Section 8. This Order shall be in full force and effect from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 28, 2021
Recorded by Lindsay Parish, City Clerk, September 28, 2021
\mo\ins policy spending credits 2022

Peel & Holland INSURANCE

CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2021 - September 30, 2022

WELLNESS IS MORE THAN NUTRITION & EXERCISE

The foundation of this wellness program is based upon education, preventative care, physical biometrics, a health risk assessment, and healthy habit development through wellness challenges.

This is YOUR program. Engage in activities that are meaningful to you so you can achieve wellness with purpose.

HOW IT WORKS

This program consists of a combination of an **annual physical** with a **biometric screening**, a **health risk assessment**, and several different types of **approved activities** to complete. If eligible, you may also participate in the **Healthworks Program** if you are a plan member with a diagnosis of hypertension, diabetes, and/or hyperlipidemia.

EARN REWARDS!
You'll be rewarded for your hard work towards a healthier lifestyle. Track your progress in WellRight and earn dollars for completing activities. All activities must be logged in WellRight for you to earn wellness dollars. Access WellRight online or by downloading the WellRight app.

PADUCAHKY.WELLRIGHT.COM

REQUIRED ELEMENTS

ANNUAL PHYSICAL | BIOMETRIC SCREENING | HEALTH RISK ASSESSMENT

INCENTIVE

- Rewarded in 2023 and will be applied toward your premium or spending / reimbursement account
- Ranges from **$250 - $3,250** depending on your participation level
- **In order to receive ANY incentive, you must complete the required elements of the program.**

If it is unreasonably difficult due to a medical condition for you to achieve the standards for the reward under this program, contact Peel & Holland and we will work with you to develop another way for you to qualify for the reward.

WELLNESS@PEELHOLLAND.COM | O: (270) 804-7649 | F: (866) 734-3250

Peel & Holland INSURANCE

CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2021 - September 30, 2022

REQUIRED ELEMENTS

COMPLETE BETWEEN 10/1/2021 - 9/30/2022 | EMPLOYEES & SPOUSES ARE ELIGIBLE

ANNUAL PHYSICAL

Your **annual physical is covered 100% under your health plan.** Annual physicals are important opportunities for healthcare professionals to observe trends and changes that occur with your physical health over time.

HEALTH RISK ASSESSMENT

An HRA is a brief survey containing questions about a broad variety of health habits and risks. The survey is administered via WellRight. Your individual responses are never shared with your employer and all data is reported as an aggregate report. Information at the group-level is used solely to develop future programming and benefits.

BIOMETRIC SCREENING

Good health is built upon a foundation of knowledge. One of the most important things you can do for your health is to "know your numbers." You will earn incentives for maintaining your levels within the stated ranges, or by improving your previous levels by 10%. The results from your previous year's screening will be used as a baseline. Your individual lab results will never be shared with your employer or anyone representing your employer.

INCENTIVES	EMPLOYEE	SPOUSE
Completion of Annual Physical + Biometric Screening	**$250**	**$200**
BMI ≤ 25 or **Total Percent Body Fat**: Men ≤ 17% | Women ≤ 24%	**$200**	**$100**
Blood Pressure ≤ 120/80	**$200**	**$100**
Blood Sugar ≤ 106	**$200**	**$100**
Total Cholesterol ≤ 200	**$200**	**$100**
HDL: Men ≥ 35 | Women ≥ 45	**$200**	**$100**
LDL ≤ 100	**$200**	**$100**
Triglycerides ≤ 200	**$200**	**$100**
TOTAL POSSIBLE BIOMETRIC DOLLARS	$1,250*	$700*

***NOTE:**

- These biometric standards are based off advice and recommendations from Peel & Holland's medical partner. These are a guideline. Please consult your doctor to determine the best standards for your health.
- If you complete more than one screening during the year, your most recent submission will be used. You can't combine parts of each screening to achieve the best outcome for your incentive.
- Just for completing the screening and physical you earn $250 ($200 for spouses). You can earn $200 per biometric ($100 for spouses) within range, or if you improve by 5%, up to 5 biometric markers.
- Biometric screening forms can be found under the "Forms" quick link in WellRight, or you may email Peel & Holland Wellness at wellness@peelholland.
- If you are pregnant or have another medical reason that your biometric screening values should be exempt, please have your physician fill out a medical exemption form found under the "Forms" quick link and send to Peel & Holland Wellness.

Peel & Holland INSURANCE

CITY OF PADUCAH
WELLNESS PROGRAM
October 1, 2021 - September 30, 2022

TOBACCO / NICOTINE STATUS

COMPLETE BETWEEN 10/1/2021 - 9/30/2022 | EMPLOYEES ONLY INCENTIVE

If you are a **TOBACCO/NICOTINE USER**, please complete the Tobacco/ Nicotine User challenge on your WellRight account.

If you are **TOBACCO/NICOTINE FREE**, please complete the Tobacco/ Nicotine Free challenge on your WellRight account. To be considered tobacco/nicotine free, you must meet the tobacco/nicotine free guidelines:

- You must be tobacco/nicotine free for 6 months prior to becoming insured or open enrollment.
- City of Paducah reserves the right to randomly test, based on evidence of tobacco/nicotine use, or on challenge by another member.
- If a person is found to have obtained the credit and uses tobacco/nicotine, then they forfeit the credit and will be charged back.
- Tobacco/Nicotine products include cigarette, cigars, chewing tobacco, nicotine patch, nicotine gum, nicotine lozenges and electronic cigarettes.

TOBACCO/NICOTINE USER = EARN $0
TOBACCO/NICOTINE FREE = EARN $250

HEALTHWORKS PROGRAM

COMPLETED BY PEEL & HOLLAND AT THE END OF THE YEAR | INVITED PLAN MEMBERS ONLY

Plan members with a diagnosis of hypertension, diabetes, and/or hyperlipidemia are invited to participate in the Healthworks program. As part of this program, you will meet with a licensed clinician to determine your care plan and schedule visits accordingly. You must be enrolled and compliant in your care plan in order to receive the incentives listed below. Completion of this program has the opportunity to replace as many as 4 approved activities for a max of $500 (employee) or $200 (spouse). You then have the opportunity to complete 2 additional approved activities, outside of the Healthworks program, (each worth $125 for employees and $50 for spouses) to earn the full incentive for a total of 6 approved activities.

Maximum credit for the Healthworks program may be limited by the program enrollment date as well as completion of the protocol as directed by the clinician. You will receive credit quarterly if you are enrolled that quarter and are compliant. Credit missed can be made up by completing additional approved activities to earn the maximum allowed incentive. Your information is confidential and will never be shared with your employer or anyone representing your employer.

For more information about the program, please visit the “Healthworks” quick link on your WellRight account.

INCENTIVES

MUST COMPLETE THE PROGRAM REQUIREMENT TO EARN THE INCENTIVE

	EMPLOYEE	SPOUSE
Enroll before December 31, 2021	$500	$200
Enroll before March 31, 2022	$375	$150
Enroll before June 30, 2022	$250	$100
Enroll before September 30, 2022	$125	$50

Peel & Holland INSURANCE

CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2021 - September 30, 2022

APPROVED ACTIVITIES

COMPLETE UP TO 6 APPROVED ACTIVITIES | EMPLOYEES & SPOUSES ARE ELIGIBLE

You have a variety of activities to choose from, each activity is designed to educate and encourage you to make healthy lifestyle choices. Complete up to six approved activities during the 2021-2022 program in order to receive the incentive. Log in to your online wellness account to see approved activities available and complete an approved activity challenge.

Other approved activities may be added throughout the program year.

CITY APPROVED 5K
WALK/RUN EVENT

STEPS CHALLENGE
MARCH & SEPTEMBER

PREVENTATIVE EXAMS
VISION, DENTAL, ETC. | UP TO 3

COMMUNITY ENGAGEMENT
VOLUNTEER, ETC. | UP TO 2

EDUCATION SESSIONS
ONLINE | 1 PER QUARTER

FINANCIAL PROGRAM
COMPLETED ONLINE

INCENTIVES

ACTIVITIES COMPLETED	EMPLOYEE	SPOUSE
1 COMPLETED	$125	$50
2 COMPLETED	$250	$100
3 COMPLETED	$375	$150
4 COMPLETED	$500	$200
5 COMPLETED	$625	$250
6 COMPLETED	$750	$300

Peel & Holland INSURANCE

CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2021 - September 30, 2022

INCENTIVE WORKSHEET

TOTAL POSSIBLE INCENTIVE EARNED TOWARD 2023 PREMIUM

EMPLOYEE MAX INCENTIVE: $2,250

ANNUAL PHYSICAL + BIOMETRIC SCREENING ☐ COMPLETED: $250 ☐ NOT COMPLETED: $0

BIOMETRIC RESULTS $200 EACH, UP TO 5

- BMI ≤ 25
- Blood Pressure ≤ 120/80
- Blood Sugar ≤ 106
- Total Cholesterol ≤ 200
- HDL: Men ≥ 35 | Women ≥ 45
- LDL ≤ 100
- Triglycerides ≤ 200

☐ 1 RESULT IN RANGE ($200)
☐ 2 RESULTS IN RANGE ($400)
☐ 3 RESULTS IN RANGE ($600)
☐ 4 RESULTS IN RANGE ($800)
☐ 5 RESULTS IN RANGE ($1,000)

NICOTINE STATUS ☐ NICOTINE USER: $0 ☐ NON-NICOTINE USER: $250

APPROVED ACTIVITIES ☐ 1: $125 ☐ 2: $250 ☐ 3: $375 ☐ 4: $500 ☐ 5: $625 ☐ 6: $750

HEALTHWORKS PROGRAM *IF INVITED

ENROLLED BY: ☐ 12/31/21: $500 ☐ 3/31/22: $375 ☐ 6/30/22: $250 ☐ 9/30/22: $125

ADDITIONAL APPROVED ACTIVITIES: ☐ 1: $125 ☐ 2: $250 ☐ 3: $375 ☐ 4: $500 ☐ 5: $625

TOTAL AMOUNT (MAX $750): _____

TOTAL TOWARD 2023 PREMIUM: _____

SPOUSE MAX INCENTIVE: $1,000

ANNUAL PHYSICAL + BIOMETRIC SCREENING ☐ COMPLETED: $200 ☐ NOT COMPLETED: $0

BIOMETRIC RESULTS $100 EACH, UP TO 5

- BMI ≤ 25
- Blood Pressure ≤ 120/80
- Blood Sugar ≤ 106
- Total Cholesterol ≤ 200
- HDL: Men ≥ 35 | Women ≥ 45
- LDL ≤ 100
- Triglycerides ≤ 200

☐ 1 RESULT IN RANGE ($100)
☐ 2 RESULTS IN RANGE ($200)
☐ 3 RESULTS IN RANGE ($300)
☐ 4 RESULTS IN RANGE ($400)
☐ 5 RESULTS IN RANGE ($500)

APPROVED ACTIVITIES ☐ 1: $50 ☐ 2: $100 ☐ 3: $150 ☐ 4: $200 ☐ 5: $250 ☐ 6: $300

HEALTHWORKS PROGRAM *IF INVITED

ENROLLED BY: ☐ 12/31/21: $200 ☐ 3/31/22: $150 ☐ 6/30/22: $100 ☐ 9/30/22: $50

ADDITIONAL APPROVED ACTIVITIES: ☐ 1: $50 ☐ 2: $100 ☐ 3: $150 ☐ 4: $200 ☐ 5: $250

TOTAL AMOUNT (MAX $300): _____

TOTAL TOWARD 2023 PREMIUM: _____

WELLNESS@PEELHOLLAND.COM | O: (270) 804-7649 | F: (866) 734-3250

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Declaration and Sale of Surplus Property-1039 Madison Street - **N HUTCHISON**

Category: Municipal Order

Staff Work By: Nancy Upchurch
Presentation By: Nicholas Hutchison

Background Information: The City of Paducah acquired this property by Commissioner's Deed dated June 20, 2017 recorded in Book 1346 Page 418. The expectation at the time of purchase was to eliminate slum and blight and to sell to a party that would make new investment in the neighborhood. Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. This action would declare the property at 1039 Madison Street surplus and approve the transfer the property to the best evaluated bidder.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: It is recommended to determine that the property is surplus and accept the request of Millwork Products LLC for $1000. Since no new construction is proposed there would be no reversionary clause included in this deed.

Attachments:
1. Staff Report 1039 Madison
2. MO prop sale– 1039 Madison Street

SOA STAFF REPORT-DECLARATION AND SALE OF SURPLUS PROPERTY CITY COMMISSION

ADDRESS	1039 Madison Street
CASE NO.	SOA2021-0040
OWNER	City of Paducah
ZONING	R-3
BIDS RECEIVED	Millwork Products LLC and Jamila Petty
REQUEST	Sale of Asset
HEARING DATE	Sept. 28, 2021

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

KRS 82.083 (3) Before selling or otherwise disposing of any real or personal property, the city shall make a written determination setting forth and fully describing:

(a) The real or personal property;
(b) Its intended use at the time of the acquisition;
(c) The reasons why it is in the public's interest to dispose of it; and
(d) The method of disposition to be used.

KRS 82.083 (4) Real or personal property may be: (e) Sold by sealed bids in accordance with the procedures for sealed bids under KRS 45A.365 (3) and (4)

DESCRIPTION OF THE PROPERTY: 1039 MADISON STREET (VACANT LOT)

INTENDED USE AT THE TIME OF ACQUISITION

The City of Paducah acquired this property by Commissioner's Deed dated June 20, 2017 recorded in Book 1346 Page 418. The expectation at the time of the purchase was to eliminate slum and blight and to sell the property to a party that would make new investment in the neighborhood.

THE REASONS WHY IT IS IN THE PUBLIC'S BEST INTEREST

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs.

METHOD OF DISPOSITION

The method of disposition is by sealed bids. The property was advertised in the Paducah Sun (Saturday/Sunday) Edition on August 7, 2021, and on the City's website. The deadline to submit bids was August 24, 2021 at 4 PM and all bids were opened on August 25, 2021 at 9 AM. Two bids were received for this lot.

BID #1	Millwork Products, LLC	Bid Amount: $1,000
	Millwork Products proposes to landscape, plant trees, mow, and maintain the property. It will add to the enhancement of their ongoing 1.5 million dollar building expansion across the street. Proposed investment to the lot: $750	
BID #2	Jamila Petty	Bid Amount $325
	The proposal submitted was an incomplete offer. They did say that they plan to keep the area clean and one day build a house or a manufactured home on the lot to be for resale. Proposed investment: No amount noted.	

STAFF RECOMMENDATION

The lot is located within a residential zone with manufacturing, warehouse directly across the street. For this reason, staff feels that maintaining a vacant lot as a buffer between the residential lots and the manufacturing business could be a benefit to this neighborhood

Therefore, it is recommended to determine that the property is surplus and accept the request of the Millwork Products LLC for $1000. Since no new construction is proposed there would be no reversionary clause included in this deed.

Nic Hutchison
Director of Planning Department

Daron E. Jordan
City Manager

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1039 MADISON STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF MILLWORK PRODUCTS, LLC IN THE AMOUNT OF $1,000 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to KRS 82.083, a written determination has been made that the City does not have any use at this time or in the future for property located at 1039 Madison Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on August 24, 2021, and two bids were received and opened on August 25, 2021; and

WHEREAS, the City desires to accept the bid of Millwork Products, LLC, who proposes to landscape, plant trees, mow and maintain the property. It will add to the enhancement of their ongoing $1.5 million building expansion across the street. Proposed investment to the property $750.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1039 Madison Street to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Millwork Products, LLC, in the amount of $1,000 for the purchase of real property located at 1039 Madison 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:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 28, 2021
Recorded by Lindsay Parish, City Clerk, September 28, 2021
\mo\prop sale– 1039 Madison Street

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Declaration and Sale of Surplus Property-1011 Broadway - **N HUTCHISON**

Category: Municipal Order

Staff Work By: Nancy Upchurch
Presentation By: Nicholas Hutchison

Background Information: The City of Paducah acquired this property by deed recorded May 12, 2005 in Book 1065 Page 77. The City did not have any specific plans for the property at the time the property was acquired. It was the hope that we could find someone that would build on the lot. Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: It is recommended to determine that the property is surplus and accept the offer from Tryton Properties. Since construction of a parking lot and the renovation of two adjacent units is proposed it is staff's recommendation to include the standard reversionary clause in the deed. If the property is not developed within 24 months it would revert back to the City.

Attachments:
1. 1011 Broadway
2. prop sale– 1011 Broadway

SOA STAFF REPORT-DECLARATION AND SALE OF SURPLUS PROPERTY CITY COMMISSION

ADDRESS	1011 Broadway
CASE NO.	SOA2021-0041.
OWNER	City of Paducah
ZONING	B-3
BIDS RECEIVED	Tryton Properties and Prologue LLC
REQUEST	Sale of Asset
HEARING DATE	Sept. 28, 2021

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

KRS 82.083 (3) Before selling or otherwise disposing of any real or personal property, the city shall make a written determination setting forth and fully describing:

(a) The real or personal property;
(b) Its intended use at the time of the acquisition;
(c) The reasons why it is in the public's interest to dispose of it; and
(d) The method of disposition to be used.

KRS 82.083 (4) Real or personal property may be: (e) Sold by sealed bids in accordance with the procedures for sealed bids under KRS 45A.365 (3) and (4)

DESCRIPTION OF THE PROPERTY: 1011 BROADWAY (VACANT LOT)

INTENDED USE AT THE TIME OF ACQUISITION

The City of Paducah acquired this property by deed recorded May 12, 2005 in Book 1065 Page 77. The City did not have any specific plans for the property at the time the property was acquired. It was the hope that we could find someone that would build on the lot.

THE REASONS WHY IT IS IN THE PUBLIC'S BEST INTEREST

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs.

METHOD OF DISPOSITION

The method of disposition is by sealed bids. The property was advertised in the Paducah Sun (Saturday/Sunday) Edition on August 7, 2021, and on the City's website. The deadline to submit bids was August 24, 2021 at 4 PM and all bids were opened on August 25, 2021 at 9 AM. Two bids were received for this lot.

BID #1	Tryton Properties (Loren Biggers)	Bid Amount: $500
	They will convert the property to a parking lot for the existing (2) buildings they currently own. They propose to develop the two existing buildings into retail space utilizing the vacant lot for parking. Proposed investment: $50,000	
BID #2	Prologue, LLC (Chris and Ginny Hutson)	Bid Amount $400
	They have invested $200,000 in properties on this block. Their proposal for this lot is use it as an extension to what they have already done in the neighborhood. They plan to landscape and have special events there from time to time. It does not adjoin their property but in the area. Proposed investment: $1,000 for landscaping	

STAFF RECOMMENDATION

The lot is located in a business zone in very close proximity to our historic downtown. Additional retail could bring more people to Broadway and then on downtown.

Therefore, it is recommended to determine that the property is surplus and accept the offer from Tryton Properties. Since construction of a parking lot and the renovation of two adjacent units is proposed it is staff's recommendation to include the standard reversionary clause in the deed. If the property is not developed within 24 months it would revert back to the City.

Nic Hutchison
Director of Planning Department

Daron E. Jordan
City Manager

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1011 BROADWAY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF TRYTON PROPERTIES IN THE AMOUNT OF $500 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to KRS 82.083, a written determination has been made that the City does not have any use at this time or in the future for property located at 1011 Broadway, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on August 24, 2021, and two bids were received and opened on August 25, 2021; and

WHEREAS, the City desires to accept the bid of Tryton Properties, who proposes an investment of $50,000 to convert the property to a parking lot for the existing two buildings they currently own, which they plan to convert into retail space.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1011 Broadway to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Tryton Properties in the amount of $500 for the purchase of real property located at 1011 Broadway.

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:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 28, 2021
Recorded by Lindsay Parish, City Clerk, September 28, 2021
\mo\prop sale– 1011 Broadway

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Declaration and Sale of Surplus Property-1243 North 13th Street - **N HUTCHISON**

Category: Municipal Order

Staff Work By: Nancy Upchurch
Presentation By: Nicholas Hutchison

Background Information: The City of Paducah acquired this property by deed recorded January 21, 2014 in Book 1270 Page 522. The expectation at the time of the purchase was to eliminate slum and blight and to sell the property to a party that would make new investment in the neighborhood. Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: It is recommended to determine that the property is surplus and accept the offer from Jamfert and Letisha Barber. Since new construction is proposed it is staff's recommendation to include the standard reversionary clause in the deed. If the property is not developed as proposed within 24 months the property would revert back to the city.

Attachments:
1. Staff Report 1243 N 13th
2. prop sale– 1243 North 13th Street

SOA STAFF REPORT-DECLARATION AND SALE OF SURPLUS PROPERTY CITY COMMISSION

ADDRESS	1243 North 13th Street
CASE NO.	SOA2021-0042
OWNER	City of Paducah
ZONING	R-3
BIDS RECEIVED	Jamfert and Letisha Barber
REQUEST	Sale of Asset
HEARING DATE	Sept. 28, 2021

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

KRS 82.083 (3) Before selling or otherwise disposing of any real or personal property, the city shall make a written determination setting forth and fully describing:

(a) The real or personal property;
(b) Its intended use at the time of the acquisition;
(c) The reasons why it is in the public's interest to dispose of it; and
(d) The method of disposition to be used.

KRS 82.083 (4) Real or personal property may be: (e) Sold by sealed bids in accordance with the procedures for sealed bids under KRS 45A.365 (3) and (4)

DESCRIPTION OF THE PROPERTY: 1243 NORTH 14TH STREET (VACANT LOT)

INTENDED USE AT THE TIME OF ACQUISITION

The City of Paducah acquired this property by deed recorded January 21, 2014 in Book 1270 Page 522. The expectation at the time of the purchase was to eliminate slum and blight and to sell the property to a party that would make new investment in the neighborhood.

THE REASONS WHY IT IS IN THE PUBLIC'S BEST INTEREST

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs.

METHOD OF DISPOSITION

The method of disposition is by sealed bids. The property was advertised in the Paducah Sun (Saturday/Sunday) Edition on August 7, 2021, and on the City's website. The deadline to submit bids was August 24, 2021 at 4 PM and all bids were opened on August 25, 2021 at 9 AM. Only one bid was received for this lot.

BID #1	Jamfert and Letisha Barber	Bid Amount: $400
	They plan to use the lot to extend their lot for parking, green space and play area for their kids. The propose a fence, garage, and landscaping.	
	Proposed timeline: 1 year	Proposed Investment: $12,000

STAFF RECOMMENDATION

The lot is located in a residential zone. The proposed investment meets the requirements within this zone.

Therefore, it is recommended to determine that the property is surplus and accept the offer from Jamfert and Letisha Barber. Since new construction is proposed it is staff's recommendation to include the standard reversionary clause in the deed. If the property is not developed as proposed within 24 months the property would revert back to the city.

Nic Hutchison
Director of Planning Department

Daron E. Jordan
City Manager

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1243 NORTH 13TH STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF JAMFERT AND LETISHA BARBER IN THE AMOUNT OF $400 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, KRS 82.083, a written determination has been made that the City does not have any use at this time or in the future for property located at 1243 North 13th Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on August 24, 2021, and only one bid was received and opened on August 25, 2021; and

WHEREAS, the City desires to accept the bid of Jamfert and Letisha Barber, who propose an investment of $12,000 to use the lot to extend their lot for parking, green space and a play area for their children.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1243 North 13th Street to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Jamfert and Letisha Barber in the amount of $400 for the purchase of real property located at 1243 North 13th 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:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 28, 2021
Recorded by Lindsay Parish, City Clerk, September 28, 2021
\mo\prop sale– 1243 North 13th Street

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Authorize the City Manager to enter into Contract Negotiations for the Architectural Design for the Robert Cherry Civic Center Rennovation Project - **D JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan, Lindsay Parish
Presentation By: Daron Jordan

Background Information: The City of Paducah completed a feasibility study for the modification of the existing 9,300 square foot Robert Cherry Civic Center located at 2701 Park Avenue into a mix-use space for administrative offices (2,250 square feet) and a community assembly space (7,050 square feet) in July of 2021.

On August 11, 2021, the City of Paducah issued a Request for Proposals for the Architectural Design and Construction Administrative Services Renovation of the Robert Cherry Civic Center. Two (2) proposals were received by the City of Paducah and opened on September 8, 2021.

This Municipal Order authorizes the City Manager to enter into contract negotiations on behalf of the City in order to finalize a contract for the Architectural Design and Construction Administrative Services Renovation of the Robert Cherry Civic Center.

A final contract award will be brought back to the City Commission for approval.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Develop a Plan for Fire Station #4 and Parks & Recreation Building
City Facilities

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order authorizing the City Manager to enter into contract negotiations for Architectural Design for the Robert Cherry Civic Center.

Attachments:

1. Robert Cherry Civic Center Architectural Design – Contract Negotiations

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS ON BEHALF OF THE CITY OF PADUCAH FOR THE ARCHITECTURAL DESIGN AND CONSTRUCTION ADMINISTRATIVE SERVICES RENNOVATION OF THE ROBERT CHERRY CIVIC CENTER

WHEREAS, the City of Paducah completed a feasibility study for the modification of the existing 9,300 square foot Robert Cherry Civic Center located at 2701 Park Avenue into a mix-use space for administrative offices (2,250 square feet) and a community assembly space (7,050 square feet) in July of 2021; and

WHEREAS, on August 11, 2021, the City of Paducah issued a Request for Proposals for the Architectural Design and Construction Administrative Services Renovation of the Robert Cherry Civic Center; and

WHEREAS, two (2) proposals were received by the City of Paducah and opened on September 8, 2021; and

WHEREAS, the City of Paducah now wishes for the City Manager to enter into contract negotiations on behalf of the City in order to finalize a contract for the Architectural Design and Construction Administrative Services Renovation of the Robert Cherry Civic Center.

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

SECTION 1. That the City of Paducah hereby authorizes the City Manager to enter into contract negotiations on behalf of the City of Paducah for the Robert Cherry Civic Center Architectural Design and Construction Administrative Services Renovation Project.

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

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 28, 2021
Recorded by Lindsay Parish, City Clerk, September 28, 2021
mo\Robert Cherry Civic Center Architectural Design – Contract Negotiations

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Approval to Request Pump Station #2 Clean Water State Revolving Fund (CWSRF) Loan Assistance Agreement Increase in the Amount of $750,000.00 - **R MURPHY**

Category: Municipal Order

Staff Work By: Rick Murphy, Melanie Townsend, Sheryl Chino
Presentation By: Rick Murphy

Background Information: Summary:

Request for an Increase in the City's CWSRF Loan amount from $4,610,667.00 to $5,360,667.00 for unforeseen engineering and construction costs related to the Pump Station #2 Rehabilitation Project.

Background Information:

Original Loan Agreement (Municipal Order 2127, dated July 24,2018)

In 1989, KRS Chapter 224A and 200 KAR 17:050 were enacted to begin a new financial program for construction of wastewater projects. Construction grant program funds were no longer available from the U.S. Environmental Protection Agency (EPA) for new projects, and financial assistance was still greatly needed for communities to comply with the Clean Water Act.

The CWSRF, also referred to as Fund A, is a 20 or 30 year loan program for planning, design and construction of wastewater infrastructure projects, storm water projects and nonpoint source projects.

The city has been awarded a CWSRF Fund A loan through the Kentucky Infrastructure Authority (KIA) for Floodwall Pump Station #2 project in the amount of $4,610,667 of which $1,300,000 will be forgiven over the 20 year life of the loan. The interest rate is 0.50% plus a 0.20% administrative rate. Improvements include: replacement of pump plant discharge pipes; rehabilitation of various mechanical components of all seven pumps and motors; replacement of the sluice gate; and, various appurtenances.

The project funding breakdown is:

CDBG	$1,000,000.00
DRA	$ 392,000.00
CWSRF	$4,610,667.00
Total Project Cost	$6,010,667.00

Amendment #1

During the execution of the construction project, several significant and unforeseen issues resulted in increased costs. These costs included additional design and engineering, replacement of pumps instead of rehabilitation, default of the original contractor, deficiencies found by the current contractor caused by the previous contractor and emergency repair of the 48" discharge pipe. These costs have depleted the contingency funds available in the current funding.

During excavation of the discharge pipes near the pump station, unsuitable and very saturated soil was

uncovered. Due to the amount of material needing to be removed, the levee started to collapse. A temporary shoring plan was developed and implemented and a concrete slab was installed to stabilize the area. The contractor then installed pipes, backfilled and capped the levee.

KIA is currently considering requests for additional funding from current loan holders. In order to insure the successful completion of the Pump Station #2 project, the recommendation is for the City to request an additional $750,000.00 be added to the City's loan limit with KIA for a total loan limit of $5,360,667.00. The money will be available under the original loan terms and the City will repay actual loan funds expended.

If approved, the Loan Increase Agreement would be brought before the Commission for action before acceptance.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Stormwater-Floodwall

Communications Plan: Coordination with Communications Manager on public information

Funds Available: Account Name: Pump Station #2

Account Number: FW0014

Staff Recommendation: Authorize the Mayor to execute a Loan Increase Request for the Pump Station #2 Clean Water State Revolving Fund (CWSRF) Loan Assistance Agreement in the amount of $750,000.00. The approval of the request will result in an increase in the City's CWSRF Loan amount authorization from $4,610,667.00 to $5,360,667.00.

Attachments:

1. KIA Clean Water State Revolving Fund Loan Pump Station 2 Amendment #1
2. Loan Increase Request - All Funds

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING A LOAN INCREASE REQUEST FOR THE PUMP STATION #2 CLEAN WATER STATE REVOLVING FUND LOAN IN THE AMOUNT OF $750,000 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City Commission of the City of Paducah, Kentucky, has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the City's Wastewater System (the "Project"); and

WHEREAS, the Governmental Agency has made application to the Kentucky Infrastructure Authority (the "Authority") for the purpose of providing monies to construct the Project; and

WHEREAS, Municipal Order 2127 was approved on July 24, 2018, by the Board of Commissioners to obtaining financing through the Authority in the amount of $4,610,667; and

WHEREAS, additional funding is now being sought for the purpose of providing for unforeseen engineering and construction cost related to the Pump Station #2 Rehabilitation Project; and

WHEREAS, the Authority is currently considering requests for additional funding from current loan holders; and

WHEREAS, the City desires to add an additional $750,000.00 to the loan limit for a total loan limit of $5,360,667.00 under the original loan terms; and

WHEREAS, if approved, the Loan Increase Agreement would be brought before the Commission for action before acceptance.

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

SECTION 1. That the Governing Authority hereby approves and authorizes a Loan Increase Request to the Kentucky Infrastructure Authority for Pump Station #2 Clean Water State Revolving Fund Loan in the amount of $750,000.

SECTION 2. That the Mayor is hereby authorized, directed and empowered to execute all documents necessary to apply for the Loan Increase, as authorized in Section 1, above.

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

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners , September 28, 2021
Recorded by Lindsay Parish, City Clerk, September 28, 2021
MO\KIA Clean Water State Revolving Fund Loan Pump Station 2 – Amendment #2

Certificate

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky; that the foregoing is a full, true and correct copy of a Municipal Order adopted by the City Commission of said City at a meeting duly held on September 28, 2021; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.823; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this _____ day of _____, 2021.

_____
Lindsay Parish, City Clerk

LOAN INCREASE REQUEST

Requests are reviewed and approved case-by-case, based on project scope and funding availability. All loan increases greater than 10% of the existing loan amount are subject to board re-approval. This form should only be used for projects that have a current and active loan with the Kentucky Infrastructure Authority. KIA will notify borrowers within 30 days of receipt of this request.

1. **LEGAL APPLICANT:** City of Paducah
2. **CONTACT:** Rick Murphy **PHONE:** (270) 444-8511 **EMAIL:** rmurphy@paducahky.gov
3. **PROJECT TITLE:** City Engineer
4. **EXISTING LOAN NUMBER:** A18-028 **WRIS NUMBER:** SX/WX 21145012

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5. **CURRENT LOAN AMOUNT:** $ $4,610,667
6. **REQUESTED INCREASE:** $ $750,000

$5,360,667 Total

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7. **REASON FOR LOAN INCREASE:**

- [x] Increase is needed to fund additional work.
- [ ] No additional work, bids came in higher than budgeted.
- [ ] No additional work, KIA funds will replace an alternate funding source.
- [ ] Other

EXPLAIN:

Pace Construction, the prime contractor, began excavating and removing pipes near the pump station wall when the contractor reached an area 4-6 feet below the pipes of unsuitable and very saturated soil. The unsuitable material was removed per HDR's specifications when the levee started to collapse due to the amount of material needed to be excavated. A temporary shoring plan was devised by HDR to stabilize the area. Pace Construction is currently prepping the pump station wall where the discharge pipes will

8. **REVISED BID SCHEDULE**

Bid Advertisement	01/21/18
Bid Opening	02/09/18
Contract Award	05/03/18
Construction Start	05/24/18
Construction End	09/30/22

To the best of my knowledge and belief, data contained in this increase request are true and correct; the document has been duly authorized by the legal applicant.

George Bray, Mayor
Typed Name and Title

Signature of Legal Applicant

Date

Project Cost Summary

Project Title: Paducah PS #2 Rehabilitation **WRIS#:** 21145012

Project Budget: Estimated (enter date) **As Bid** 02/26/18 (enter date) **Revised** 09/21/21 (enter date)

	Cost Classification	SRF KIA Loan	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1	Administrative Expenses									
2	Legal Expenses									
3	Land, Appraisals, Easements									
4	Relocation Expenses & Payments									
5	Planning									
6	Engineering Fees – Design	78259.94								78259.94
7	Engineering Fees – Construction	90671.00								90671.00
8	Engineering Fees – Inspection	326046.06								326046.06
9	Engineering Fees – Other									
10	Construction	4610666.39	1000000	392000	1316248.59					7318915.59
11	Equipment									
12	Miscellaneous									
13	Contingencies	255024.00								
	Total	$5,360,667	$1,000,000	$392,000	$1,316,249	$0	$0	$0	$0	$8,068,916

	Funding Sources	Amount	Date Committed
1	CDBG	$1,000,000	
2	DRA	$392,000	
3			
4			
5			
	Total	$1,392,000	

	Local Funding Sources	Amount	Date Committed
1	Surety	$1,316,249	
2			
3			
	Total	$1,316,249	
	Total Funding	$8,068,916	

Cost Categories	Funding Source	Total Cost
Treatment (DW)		
Transmission and Distribution (DW)		
Source (DW)		
Storage (DW)		
WWTP Secondary Portion (CW)		
WWTP Advanced Portion (CW)		
Inflow and Infiltration Correction (CW)		
Major Sewer Rehabilitation (CW)		
Collector Sewers (CW)		
Combined Sewer Overflow Correction (CW)		
Interceptor Sewers Including Pump Station (CW)	CDBG, DRA, SRF	$8,068,916
Purchase of Systems (DW and CW)		
Restructuring (DW and CW)		
Land Acquisition (DW and CW)		
Total Costs		$8,068,916

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing for the Buckner Lane Bridge Replacement Project in the amount of $74,345.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy
Presentation By: Rick Murphy

Background Information: Summary: Expansion of project scope to include additional stormwater mitigation using American Rescue Plan Act (ARPA) funding in conjunction with FEMA public assistance funding to expand the Buckner Lane Bridge Replacement project. BFW has proposed the following additional fee schedule:

Modify Plans to Extend Project	$ 16,685.00
Update Field Survey	$ 4,140.00
Utility Design & Coordination	$ 15,000.00
Coordinate Design & Meetings with Strand	$ 3,000.00
Update Engineer's Estimate	$ 3,520.00
Revise Stream Permit	$ 8,500.00
Construction Engineering Inspection & Testing	$ 23,500.00
Total Estimated Not To Exceed Fee Increase	**$ 74,345.00**

Background: On April 26, 2018, a major disaster declaration, FEMA-4361-DR-KY, was signed by the President for the 2018 Flooding and Severe Weather Events occurring from February 21, 2018 through March 21, 2018. As a result, the City of Paducah applied for and received Disaster Relief Funding for the restoration of the Buckner Lane Bridge under Event 4361DR-KY. The Federal Emergency Management Agency (FEMA) has estimated $438,775.00 total project cost with 75% Federal Share and 25% Non-Federal Share. FEMA has obligated $329,081.00 in Federal funds for the Buckner Bridge Project. The Non-Federal Share of $109,693.00 is split between State ($52,652.00) and Local ($57,041.00) cost shares.

On March 24, 2020 , Ordinance 2020-03-8626 was approved by the Paducah Board of Commissioners authorizing a professional services contract with BFW Engineering & Testing in the amount of $154,036.00.

On March 11, 2021, the American Rescue Plan Act funding was signed into law. The City of Paducah was notified of $6,439,016 of available funding. On July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate $4M of ARPA funding toward specific stormwater mitigation projects.

The City Engineering Department requested Strand & Associates to identify projects from the City of Paducah Comprehensive Stormwater Master Plan (CSMP). The Buckner Lane Bridge Replacement project was identified and presented to the Commission at the July 13, 2021 meeting.

BFW Engineering has submitted a Not To Exceed fee proposal in the amount of $74,345.00 for additional scope of work to provide additional professional services.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Stormwater Mitigation

Communications Plan: Coordinate with affected property owners for right-of-way and easements
Work with Communications Manager for press releases, social media posts, and other communications
Coordinate with citizens and contractor during construction

Funds Available: Account Name: Buckner Lane Bridge

Account Number: PF0078

Staff Recommendation: Authorize and direct the Mayor to accept and execute Contract Modification #1 and any associated documents. Authorization increases BFW's contract by $74,345.00. The approval of the contract amendment will increase the total contract amount from $154,036.00 to a Not to Exceed fee of $228,381.00.

Attachments:

1. CHGORD1- BFW Engineering – Buckner Lane Bridge Project
2. BUCKNER LANE CONTRACT MODIFICATION_8-26-21

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 1 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY $74,345 FOR THE BUCKNER LANE BRIDGE REPLACEMENT OVER CROOKED CREEK

WHEREAS, on March 31, 2020, the City approved Ordinance 2020-03-8626, authorizing a professional services contract with BFW Engineering & Testing, Inc, for $154,036 for the Buckner Lane Bridge Replacement Over Crooked Creek; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) funding was signed into law which afforded funding in an amount of $6,439,016 to the City of Paducah; and

WHEREAS, on July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate $4,000,000 of ARPA funding toward specific stormwater mitigation projects; and

WHEREAS, the City Engineering Department requested Strand & Associates to identify projects from the City of Paducah Comprehensive Stormwater Master Plan (CSMP) for which said ARPA funding may be used; and

WHEREAS, the Buckner Lane Bridge Replacement project was identified and presented to the Commission at the July 13, 2021 meeting; and

WHEREAS, BFW Engineering has submitted a Not To Exceed fee proposal in the amount of $74,345.00 for additional scope of work to provide additional professional services; and

WHEREAS, Contract Modification No. 1 is required for an increase in the amount of $74,345 adjusting the total construction project from $154,036 to $228,381.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 1 with BFW Engineering & Testing, Inc., for an increase in the amount of $74,345 and a new total contract cost of $228,381.

SECTION 2. This expenditure shall be charged to the Buckner Lane Bridge Project Account PF0078.

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

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____

\ord\eng\CHGORD1- BFW Engineering – Buckner Lane Bridge Project

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET | PADUCAH, KY 42003

August 26, 2021

Mr. Rick Murphy City Engineer
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267

***RE: REVISED SCOPE OF WORK & ENGINEERING FEE** to update the Field Survey, Modify the Roadway Design Plans, and revise & resubmit the Crooked Creek Stream Permit for the Buckner Lane Project. Also, to provide Construction Inspection for the project.*

Dear Mr. Murphy:
Bacon Farmer Workman Engineering & Testing, Inc. appreciates the opportunity to present this revised Scope of Work and Engineering Fee for the project.

***BFW PROPOSED FEE** – (The work will be performed at our standard hourly rates).*

Modify Plans to Extend Project to the North (Pecan Dr) & South (Hanson Rd)	*$16,685*
Update Field Survey	*$ 4,140*
Utility Design & Coordination	*$ 15,000*
Coordinate Design & Meetings with Strand Assoc.	*$3,000*
Update Estimate	*$3,520*
Revise Stream Permit (Change Permit from Nationwide to Individual)	*$8,500*
Construction Engineering Inspection & Testing	*$23,500*
➢ *Pile Driving Observations*	
➢ *Rebar Inspections*	
➢ *Water Line Verification*	
➢ *Bridge Foundation, Wing Wall, & Culvert Inspections*	
BFW Total Estimated Fee Increase	*$74,345*

SERVICES NOT INCLUDED IN BFW's SCOPE OF WORK

RW & Easement Negotiations (TBD)

We appreciate this opportunity and look forward to working with you and your staff on this project.

Sincerely,
Bacon Farmer Workman Engineering &Testing, Inc.

Mike McGregor PE, Project Manager

If you agree with this Scope of Work and Proposed Fee, please sign on the lines provided below and return to our office.

Authorization to Proceed:

Proposal Date – August 9, 2021
Mr. Rick Murphy, City Engineer & Public Works Director
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267

_____ _____

Signature *Date*

_____

Name (Printed)

_____

Title

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing for the S. 24th Street-S 25th Street Improvement Project in the amount of $106,500.00 - **R MURHPY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy
Presentation By: Rick Murphy

Background Information: Summary: Expansion of scope of project to include additional stormwater mitigation using American Rescue Plan Act (ARPA) funding with Governor's Discretionary funding to expand the S. 24th Street- S 25th Street Improvement project. BFW Engineering & Testing has proposed the following schedule of additional fees:

BFW Engineering & Testing	
Add'l Field Survey & Utility Location along Barnett St	$ 6,000.00
Add'l Field Survey for Stormwater Drainage Basin	$ 13,000.00
Process Field Survey Data	$ 2,500.00
As-Built Survey to Certify Basin Construction	$ 10,000.00
Permitting	$ 6,000.00
Wetland Delineation	$ 5,500.00
Threatened & Endangered Species Review	$ 2,000.00
8 Geotechnical Borings	$ 6,000.00
Plan Development Coordination with Strand	$ 7,500.00
BFW Total Estimated Not To Exceed Fee Increase	**$ 58,500.00**

Strand & Associates	
Review BFW's Stormwater Drainage Basin Survey	$ 2,200.00
Review Geotech Findings	$ 1,800.00
Update XPSWMM Model with Survey Information	$ 9,600.00
Stormwater Drainage Basin Design Drawings	$ 27,000.00
Assist BFW with OPCC for Basin Components	$ 1,900.00

Assist BFW with specifications related to Basin Components	$ 2,100.00
Attend three virtual meetings	$ 3,400.00
Strand Total Estimated Not To Exceed Fee Increase	**$ 48,000.00**

Background: On November 24, 2020 , Ordinance 2020-11-8661 was approved by the Paducah Board of Commissioners authorizing a professional services contract with BFW Engineering & Testing in the amount of $159,775.00.

On March 11, 2021, the American Rescue Plan Act funding was signed into law. The City of Paducah was notified of $6,439,016.00 of available funding. On July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate $4M of ARPA funding toward specific stormwater mitigation projects.

The City Engineering Department requested Strand & Associates to identify projects from the City of Paducah Comprehensive Stormwater Master Plan (CSMP). The S. 24th Street-S. 25th Street Improvement project was identified and presented at the July 13, 2021 Commission meeting.

BFW Engineering has submitted a Not To Exceed fee proposal modification in the amount of $106,500.00 for additional scope of design to provide additional professional services. This additional scope includes fees of $58,500.00 for BFW Engineering and $48,000.00 additional for Strand & Associates as a subcontractor to BFW Engineering.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Stormwater Mitigation

Communications Plan: Coordinate with affected property owners for right-of-way and easements
Work with Communications Manager for press releases, social media posts, and other communications
Coordinate with contractor during road closures

Funds Available: Account Name: S. 25th Improvement Project

Account Number: ST0040

Staff Recommendation: Authorize and direct the Mayor to accept and execute Contract Modification #1 and any associated documents. Authorization increases BFW's contract by $106,500.00. The approval of the contract amendment will increase the total contract amount from $159,775.00 to a Not To Exceed fee of $266,275.00.

Attachments:
1. CHGORD1- BFW Engineering - 24th Street - S 25th Street Improvement
2. 24th 25th ST. Contract Modification_8-26-21

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 1 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY $106,500 FOR THE SOUTH 24TH STREET AND SOUTH 25TH STREET IMPROVEMENT PROJECT

WHEREAS, on November 24, 2020, the City approved Ordinance 2020-11-8661, authorizing a professional services contract with BFW Engineering & Testing, Inc, for $159,775 for the South 24th Street & South 25th Street Improvement Project; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) funding was signed into law which afforded funding in an amount of $6,439,016 to the City of Paducah; and

WHEREAS, on July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate $4,000,000 of ARPA funding toward specific stormwater mitigation projects; and

WHEREAS, the City Engineering Department requested Strand & Associates to identify projects from the City of Paducah Comprehensive Stormwater Master Plan (CSMP) for which said ARPA funding may be used; and

WHEREAS, the South 24th Street and South 25th Street Improvement Project was identified and presented to the Commission at the July 13, 2021 meeting; and

WHEREAS, BFW Engineering has submitted a Not To Exceed fee proposal in the amount of $106,500 for additional scope of work to provide additional professional services; and

WHEREAS, Contract Modification No. 1 is required for an increase in the amount of $106,500 adjusting the total construction project from $159,775 to $266,275.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 1 with BFW Engineering & Testing, Inc., for the South 24th and South 25th Street Improvement Project for an increase in the amount of $106,500 and a new total contract cost of $266,275.

SECTION 2. This expenditure shall be charged to the S. 25th Improvement Project Account ST0040.

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

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____

\ord\eng\CHGORD1- BFW Engineering – 24th Street – S 25th Street Improvement

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET | PADUCAH, KY 42003

August 26, 2021

Mr. Rick Murphy City Engineer
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267

***RE: REVISED SCOPE OF WORK & ENGINEERING FEE** for the additional Field Survey, Roadway Design Plans, & Geotechnical for the 24th & 25th Street Improvement Project.*

Dear Mr. Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. appreciates the opportunity to present this Revised Scope of Work to provide the engineering services for the referenced above.

*The **SCOPE OF WORK** that will be performed by BFW Engineering:*

BFW FIELD SURVEY

a) *Extend the field survey down Barnett Steet to S. 26 Street. Collect topo and identify existing OH and underground utilities.*
b) *Perform topographic and property boundary survey for 4+/- acre drainage basin including portions of Cross Creek.*
c) *Certify through an "As Built" survey that the drainage basin was constructed according to the design plans.*
d) *Stake 8 geotechnical boring holes within the new stormwater drainage basin.*

BFW FINAL DESIGN PLANS

a) *Coordinate and incorporate Strand Associates proposed stormwater drainage basin plans and quantities into the final roadway plan set and bid document.*

BFW GEOTECHNICAL SERVICES

a) *Provide 8 geotechnical boring holes within the proposed S. 24th St. stormwater drainage basin.*
b) *Analyze & provide geotechnical recommendations for the material samples taken from the 8 borings.*
c) *Convey geotechnical test result recommendations to Strand Associates.*

***BFW PROPOSED FEE** – (The work will be performed at our standard hourly rates).*

Additional Field Survey & Utility location along Barnett Street	*$6,000*
Additional Field Survey for Stormwater Drainage Basin	*$13,000*
Process Field Survey Data	*$2,500*
As-Built Survey to Certify Basin Construction	*$10,000*
Permitting (Flood Plain and/or Individual)	*$6,000*
Wetland Delineation	*$5,500*
Threatened & Endangered Species Review	*$2,000*
8 Geotechnical Borings & Analysis	*$6,000*
Plan Development Coordination with Strand Associates	*$7,500*
BFW Total Estimated Fee	*$58,500*

SERVICES NOT INCLUDED IN BFW's SCOPE OF WORK

Utility Relocation Plans (TBD)

R/W & Easement Negotiations (TBD)

Construction Engineering Inspection & Testing (TBD)

STRAND SCOPE OF WORK

COORDINATE WITH BFW

a) *Review the topographic and property boundary survey within the anticipated limits of the bankfull detention project site.*
b) *Coordinate with geotechnical engineer and review their findings*

HYDRRAULIC MODEL

a) *Update the previously developed Cross Creek XPSWMM model with survey information provided by BFW.*
b) *Estimate the peak flow rate and depth of flow within Cross Creek at the project site for up to five rainfall events, including the three-month, six-month, two-year, five-year and ten-year two-hour event.*
c) *Evaluate the depth of flow within Cross Creek that may begin routing stormwater flow into the bankfull detention area.*

DESIGN DRAWINGS

a) *Prepare and submit design drawings for the bankfull detention area.*
b) *Prepare design details for reinforced bank weir wall, concrete swale, and outlet structure with backflow preventer.*
c) *Coordinate with BFW on incoming storm sewer inverts (designed by BFW) to include, as appropriate, into the grading plan.*
d) *Submitted plans for review at the 50 percent and 90 percent design levels.*

e) *Review and assist BFW with an opinion of probable construction cost (OPCC) for items related to the bankfull detention project area.*
f) *Review and assist BFW on specifications as appropriate for sections related to the bankfull detention project area.*

PROJECT MEETINGS

a) *Attend up to three (3) virtual meetings with BFW and the City including a kick-off meeting, 50 percent and 90 percent design review meetings.*

It is anticipated that BFW or the City will prepare the Bidding Documents and bid the project.

STRAND PROPOSED FEE

Review BFW's Stormwater Drainage Basin Survey	*$ 2,200*
Review Geotech Findings	*$ 1,800*
Update XPSWMM Model with Survey Information	*$ 9,600*
Stormwater Drainage Basin Design Drawings	*$27,000*
Assist BFW with OPCC for Basin Components	*$ 1,900*
Assist BFW with specification sections related to Basin Components	*$ 2,100*
Attend three virtual meetings	*$ 3,400*
Strand Total Estimated Fee	*$48,000*

The following services are not included in the above scope of work:

- *Permitting related activities*
- *Site visits or in-person meetings*
- *Bidding or construction related services*
- *Land and easement surveys/procurement*

Total Requested Fee Increase: $106,500

We appreciate this opportunity and look forward to working with you and your staff on this project.

Sincerely,

Bacon Farmer Workman Engineering &Testing, Inc.

Mike McGregor PE, Project Manager

If you agree with this Scope of Work and Proposed Fee, please sign on the lines provided below and return to our office.

BFW BACON | FARMER | WORKMAN ENGINEERING & TESTING, INC.

Authorization to Proceed:

Proposal Date – August 26, 2021
Mr. Rick Murphy, City Engineer
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267

_____ _____

Signature *Date*

_____

Name (Printed)

_____

Title

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing, Inc. for the BUILD Grant Environmental Assessment Project in the amount of $24,500.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy
Presentation By: Susannah Campbell, BFW Engineering

Background Information: Summary: Expansion of project scope to include additional professional services to finalize a Programmatic Agreement (PA) as required by MARAD and other regulatory agencies. BFW has proposed the following fee schedule:

Coordination & Review of PA with MARAD	$3,500
Coordination Calls/Meetings with Regulatory Agencies	$7,000
Revision of Environmental Assessment based on PA	$8,000
Coordinate Final Determination	$6,000
Total Estimated Not To Exceed Fee Increase	**$24,500**

Background: On April 14, 2020, the City of Paducah approved Ordinance 2020-04-8632, authorizing a professional services contract with BFW Engineering & Testing, Inc., for $250,000 for environmental services required for the Paducah Riverfront Improvement Project (BUILD Grant). As part of the environmental assessment process, Ordinance 2021-04-8686 approved Change Order #1 to increase the project by $12,200, adjusting the total environmental assessment project from $250,000.00 to $262,200.00. During the environmental assessment, it was necessary for BFW to engage the services of a third party to provide mussel surveys along the shoreline as part of the US Fish and Wildlife Services required analysis of the impacts of the proposed project regarding the environment.

During consultation with the Kentucky State Historic Preservation Office, MARAD, and the Indians Tribes, the City of Paducah will be required to enter into an unforeseen Programmatic Agreement. BFW Engineering & Testing will be providing additional consulting services on behalf of the City of Paducah for this unforeseen requirement to satisfy the Programmatic Agreement requirements. BFW Engineering has submitted a contract modification in the amount of a Not To Exceed fee of $24,500.00 for the additional professional services scope.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan: Coordinate with Communications Manager

Funds Available: Account Name: BUILD Grant Project

Account Number: DT0050

Staff Recommendation: Authorize and direct the Mayor to accept and execute Contract Modification #2 and any associated documents. Authorization increases BFW's contract by $24,500.00. The approval of the contract modification will increase the total contract amount from $262,200.00 to a Not To Exceed fee of $286,700.00

Attachments:

1. CHGORD2- BFW Engineering – BUILD Grant Environmental Assessment
2. PaducahRiverfrontInfrastructurePAContractMod-2021-08-17

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY $24,500 FOR THE BUILD ENVIRONMENTAL ASSESSMENT PROJECT

WHEREAS, on April 14, 2020, the City approved Ordinance 2020-04-8632, authorizing a professional services contract with BFW Engineering & Testing, Inc, in an amount of $250,000 for environmental services for the Paducah Riverfront Improvement Project (BUILD Grant); and

WHEREAS, on April 27, 2021, they City approved Ordinance 2021-04-8686, for Contract Amendment No. 1 adjusting the total contract to $262,200; and

WHEREAS, during consultation with the Kentucky State Historic Preservation Office, MARAD, and the Indians Tribes, the City of Paducah will be required to enter into an unforeseen Programmatic Agreement; and

WHEREAS, BFW Engineering will be providing additional consulting services on behalf of the City to satisfy the Programmatic Agreement requirements and has submitted a contract modification in the amount of $24,500; and

WHEREAS, Contract Modification No. 2 is required for an increase in the amount of $24,500 adjusting the total construction project from $262,200 to $286,700.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 2 with BFW Engineering & Testing, Inc., for the BUILD Environmental Assessment Project for an increase in the amount of $24,500 and a new total contract cost of $286,700.

SECTION 2. This expenditure shall be charged to the BUILD Grant Project Account DT0050.

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

_____

George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____

\ord\eng\CHGORD2- BFW Engineering – BUILD Grant Environmental Assessment

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET | PADUCAH, KY 42003

August 17, 2021

Mr. Rick Murphy City Engineer
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267

RE: REVISED SCOPE OF WORK FEE *to Participate in the finalization and implementation of the Programmatic Agreement for NHPA section 106, update the Environmental Assessment, Coordinate and Provide Technical Assistance to the City of Paducah regarding the Programmatic Agreement, and Complete Environmental Permits related to NHPA section 106.*

The original scope did not include a Programmatic Agreement (PA) or support to draft and implement a PA. The original scope involved examining historic maps/aerial photographs to identify potential locations for historic archaeological sites that may be present within the project area, coordinate with Office of State Archaeology to determine the presence of known sites that may be present, perform site assessments to determine if archaeological sites exist, and prepare technical reports of findings for submittal to Kentucky Heritage Council.

Dear Mr. Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. appreciates the opportunity to present this revised Scope of Work and Engineering Fee for the project.

BFW PROPOSED FEE – (The work will be performed at our standard hourly rates).

Coordination Calls and Drafting with MARAD of the Draft Programmatic Agreement (PA) - This involves numerous calls and providing supplement data history with regards to current status of the project as it relates to which entities will be involved, which entities will be signatories, etc.	$3,500
Coordination Calls / Meetings with Kentucky State Historic Preservation Office (KYSHPO), Kentucky6 Heritage Council (KHC), Native American Nations, Federal Agencies, and City of Paducah to Agree on PA and determine specific Pre-construction Engineering and Design (PED) requirements and decide how this will relate to the PA. Prepare new letters to Tribes documenting current PA process. Preparation of documentation to the Advisory Council on Historic Preservation (ACHP) to determine if they would like to be a participating agency. Revise the PA based on coordinated calls with all entities and redistribute PA to ensure all parties accept the changes.	$7,000
Revision and Completion of the Environmental Assessment based on PA content	$8,000
Coordinate with MARAD, City of Paducah, USACE, and SHPO for PED submittal and Final KYSHPO Determination	$6,000
TOTAL Contract Modification	***$24,500***

SERVICES NOT INCLUDED IN BFW's SCOPE OF WORK

Mitigation Fees (TBD)
Additional Site Surveys (TBD)
On-site Archaeologist Monitoring (TBD)

We appreciate this opportunity and look forward to working with you and your staff on this project.

Sincerely,

Bacon Farmer Workman Engineering &Testing, Inc.

Susannah Campbell
Environmental Manager

If you agree with this Scope of Work and Proposed Fee, please sign on the lines provided below and return to our office.

Authorization to Proceed:

Mr. Rick Murphy, City Engineer & Public Works Director
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267

_____ _____

Signature Date

_____

Name (Printed)

_____

Title

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Approval of Construction Contract for the Riverfront Park Land Mass Scour Project with Wilkins Construction Co., Inc. in the amount of $495,784.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy
Presentation By: Rick Murphy

Background Information: **Summary:** Approving a construction contract with Wilkins Construction Co., Inc. for the repair and mitigation of flood damage to the Paducah Riverfront Land Mass.

Bids Received

Central Paving	$ 828,239.00
Wilkins Construction	$ 495,784.00
Jim Smith Contracting	$ 565,009.00

Bids on the project were opened on August 26, 2021 with Wilkins Construction submitting the lowest responsive bid at $495,784.00.

Background: On April 24, 2020, a major disaster declaration, FEMA-4540-DR-KY, was signed by the President for the 2020 Flooding and Severe Weather Events occurring from February 2, 2020 through February 29, 2020. As a result, the City of Paducah applied for and received Disaster Relief Funding for the restoration of the Riverfront Park Land Mass Scour under Event 4540DR-KY. The Federal Emergency Management Agency (FEMA) has estimated $532,959.00 total project cost with 75% Federal Share and 25% Non-Federal Share. FEMA has obligated $399,719.00 in Federal funds for the Riverfront Park Land Mass Scour Project. The Non-Federal Share of $133,240.00 is split between State ($63,955.00) and Local ($69,285.00) cost shares. The estimated total project cost is $532,959.00.

Project:	RF Park Mitigation		
	Admin	$ 258.00	
	Design	$ 21,917.00	est
	Construction	$ 495,784.00	bid
	Contingency	$ 5,000.00	est
	C & I	$ 10,000.00	est
Est Project Cost:		$ 532,959.00	
	FEMA	$ 399,719.00	
	State Match	$ 63,955.00	
	City Match	$ 69,285.00	

The City has received a recommendation from BFW Engineering & Testing that the bid from Wilkins Construction Co., Inc. is the lowest responsive bid and should be accepted as such.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority: Commission Priorities List

Communications Plan: Coordinate with the Communications Manager

Funds Available: Account Name: Land Mass Project

Account Number: DT0051

Staff Recommendation: To receive and file the bids and adopt an Ordinance authorizing the Mayor to execute a contract with Wilkins Construction Co., Inc. in the amount of $495,784.00 for the Paducah Riverfront Land Mass Scour Project.

Attachments:

1. agree- Wilkins Construction Riverfront Park Land Mass Scour
2. City of Paducah Land Mass Scour Project Sample Contract
3. Paducah Sun ad.8.7.21
4. City of Paducah Land Mass Scour Project Addendum #1_08.16.2021
5. City of Paducah Land Mass Scour Project Addendum #2_08.23.2021
6. Central Paving Company_bid packet
7. Wilkins Construction Co. Inc._bid packet
8. Jim Smith Contracting_bid packet

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE ACCEPTING THE BID OF WILKINS CONSTRUCTION CO., INC., IN THE AMOUNT OF $495,784 FOR RIVERFRONT PARK LAND MASS SCOUR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Wilkins Construction Co., Inc., in the amount of $495,784, for the Riverfront Land Mass Scour Project, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of Wilkins Construction Co., Inc., of August 26, 2021.

SECTION 2. That the Mayor is hereby authorized to execute a contract Wilkins Construction Co., Inc., for the Riverfront Land Mass Scour Project, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. The expenditure shall be charged to the Land Mass Project Account DT0051.

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

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____
\ord\eng\agree- Wilkins Construction Riverfront Park Land Mass Scour

CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT

AGREEMENT FOR PADUCAH LAND MASS FLOOD SCOUR PROJECT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **WILKINS CONSTRUCTION CO.,INC**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the **PADUCAH LAND MASS FLOOD SCOUR PROJECT**. All Work shall be in accordance with this Agreement, the Plans, Specifications and any Addendum(s) issued.

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

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **One Hundred and Twenty (120)** consecutive calendar days thereafter.

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

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **Four Hundred Ninety-Five Thousand, Seven Hundred Eighty-Four Dollars and Zero Cents** (**$495,784.00**) as quoted in the Bid Proposal by the Contractor dated **August 26, 2021** which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

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

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

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

ARTICLE 6. GOVERNING LAW

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

ARTICLE 7. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

CONTRACTOR

BY _____
TITLE _____

ADDRESS:
_____
_____

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Setting Tax Levies: Ad Valorem Properties FY2022 - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins
Presentation By: Jonathan Perkins

Background Information: Real estate and personal property tax levies for the City's General Fund and Paducah Junior College (PJC) are proposed to be set as per the attached ordinance.

The City's General Fund real estate tax levy is proposed to be $.271 per $100 assessed value (AV). The proposed FY2022 rate is 61% of what the rate was in FY1995, when the City made a conscious effort to lower real estate tax rates.

The City's General Fund personal tax levy is proposed to be $.390 per $100 AV. The proposed FY2022 rate is 23% less than the FY1995 rate.

The City eliminated inventory taxes years ago in order to encourage inventory-rich business growth in Paducah. The City's inventory rate was phased out over a four-year period, 1998 through 2002, and fully eliminated in FY2003. The inventory tax would have netted revenue nearly $801,000 in FY2022, if it were still in place today.

Staff proposes the City's tax levy be set at 27.1 cents per $100 AV. The FY2022 compensating rate is 26.1 cents per $100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 27.1 cents.

From FY2001 to FY2022, the City of Paducah lowered its real estate tax levy by 2.9 cents, while others increased their tax levy during the same time period. The property tax levy ordinance will be introduced on September 14, 2021 with the second and final reading on September 28, 2021. Since the City's proposed tax levy is more than the 'compensating rate' of 26.1 cents per $100 AV, a public hearing is required; a public hearing is scheduled for September 14, 2021.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Recommend that the Mayor and Commission adopt the proposed 2021-2022 real estate and personal ad valorem tax levies as proposed.

Attachments:
1. Tax Rate FY2022

ORDINANCE NO. 2021-09-_____

AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2021 THROUGH JUNE 30, 2022, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2021, through June 30, 2022, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty seven and 1/10 cents ($.271) upon each one hundred dollars ($100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2021, through June 30, 2022, upon all taxable personal property including motor vehicles and watercraft, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty-nine cents ($0.390) upon each one hundred dollars ($100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. All taxes levied by Section 1 and 2 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2021, through June 30, 2022.

SECTION 4. There is hereby further levied an ad valorem tax of one and 6/10 cents ($0.016) on each one hundred dollars ($100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2021, through June 30, 2022, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 5. There is hereby further levied an ad valorem tax of one and 6/10 cents ($0.016) on each one hundred dollars ($100.00) of assessed valuation of all personal property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2021, through June 30, 2022, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of three and 1/10 cents ($0.031) on each one hundred dollars ($100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2021, through June 30, 2022, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2021, through June 30, 2022, an ad valorem tax of eighty-six and 4/10 cents ($0.864) on each one hundred dollars ($100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 8. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all personal property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2021, through June 30, 2022, an ad valorem tax of eighty-six and 4/10 cents ($0.864) on each one hundred dollars ($100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

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

PURPOSE	RATE PER $100
GENERAL FUND OF THE CITY:	
Real Property	$0.271
Personal Property (except inventory)	$0.390
Motor Vehicles and watercraft	$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE	
Real Estate	$0.016
Personal Property (except inventory)	$0.016
Motor Vehicles and watercraft	$0.031

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

PADUCAH INDEPENDENT SCHOOL DISTRICT	
Real Property	$0.864
Personal Property (including inventory)	$0.864

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

(1) In the case of tax bills which reflect an amount due of less than One Thousand Dollars ($1,000.00), the payment shall be due on November 1, 2021, and shall be payable without penalty and interest until November 30, 2021.

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

(a) The first half payment shall be due on November 1, 2021, and shall be payable without penalty and interest until November 30, 2021.

(b) The second half payment shall be due on February 1, 2022, and shall be payable without penalty and interest until February 28, 2022.

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

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

_____
Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners September 14, 2021
Adopted by the Board of Commissioners September 28, 2021
Recorded by Lindsay Parish, City Clerk, September __, 2021
Published by The Paducah Sun, September __, 2021
ORD\FINANCE\Tax Rate FY2022

Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Approve a New Lease Agreement with Seamen's Church Institute of New York and New Jersey - **D JORDAN**

Category: Ordinance

Staff Work By: James Arndt, Michelle Smolen, Lindsay Parish
Presentation By: Daron Jordan

Background Information: The City of Paducah currently leases certain real property known as 117 South First Street, Paducah, KY to Seamen’s Church Institute of New York and New Jersey. The existing lease agreement will expire on September 30, 2021. The City and Seamen's Church Institute wish to continue their lease relationship in accordance with the terms and provisions of a new Lease Agreement. The primary term of the lease agreement begins October 1, 2021 and continues for a period of five (5) years unless terminated by either party, pursuant to the agreement. The agreement will automatically renew for one (1) successive renewal terms of five (5) years each. The annual rental fee is $60,123 which will be paid in monthly installments. The agreement allows for Seamen's Church Institute to sublease a portion of the space. In the event that Seamen's Church Institute receives rentals from its sublessees in an amount that exceeds their monthly rental payment, all excess amounts shall be split equally between Lessee and Lessor.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. Seamen’s Church Institute Lease Agreement 2021

ORDINANCE NO. 2021 - _____

AN ORDINANCE AUTHORIZING AND APPROVING A NEW LEASE AGREEMENT WITH SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY

WHEREAS, the City of Paducah currently leases certain real property known as 117 South First Street, Paducah, KY to Seamen's Church Institute of New York and New Jersey for specified annual rental amounts, and

WHEREAS, the existing lease agreement will expire on September 30, 2021, and

WHEREAS, the parties desire to continue their lease relationship in accordance with the terms and provisions of a new Lease Agreement.

NOW, THEREFORE, **BE IT ORDAINED** by the City of Paducah, Kentucky, that:

SECTION 1. The City hereby approves the Lease Agreement with Seamen's Church Institute of New York and New Jersey in substantially the form attached hereto as Exhibit A and made a part hereof. It is further determined that it is necessary and desirable and in the best interest of the City to enter into this Lease Agreement for the purposes therein specified, and the execution and delivery of this Lease Agreement is hereby authorized and approved. The Mayor is hereby authorized to execute this Lease Agreement with such changes not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the Mayor.

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

_____
MAYOR

ATTEST:

_____
City Clerk

Introduced by the Board of Commissioners, September 28, 2021.
Adopted by the Board of Commissioners, _____, 2021.
Recorded by City Clerk, _____, 2021.
Published by The Paducah Sun, _____, 2021

ORD\Seamen's Church Institute Lease Agreement 2021
Ordinance prepared by Holly Homra – Denton Law Firm
233496

LEASE AGREEMENT

THIS LEASE AGREEMENT, is entered into by and between the CITY OF PADUCAH, KENTUCKY ("Lessor") and SEAMAN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC. ("Lessee") as of the 1st day of October, 2021. This Agreement shall supersede and replace all prior lease agreements entered into by and between the parties for the lease of the subject Premises.

W I T N E S S E T H:

WHEREAS, Lessor is the owner of various buildings located at 129 Water Street (formerly 117 South First Street); and

WHEREAS, Lessee currently leases portions of said property for the purpose of operating maritime simulator facility/training school;

WHEREAS, it is now the express intent of the parties hereto to enter into a new lease, the terms of which will supersede and replace the terms of all prior lease agreements entered into between the parties;

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions herein set forth and contained, Lessor and Lessee contract and agree as follows:

ARTICLE I
PREMISES - USE

1.1 Leased Premises. Lessor hereby leases, demises and lets unto Lessee and Lessee hereby leases and lets from Lessor the tract of real property, together with all improvements, generally located between Water Street and Maiden Alley and Broadway Street and Kentucky Avenue, consisting of approximately 40,042 square feet, as further described on Exhibit A hereto, all of which is hereinafter referred to as the "Premises". The parties agree that Lessee shall occupy approximately 20,041 square feet of the Premises, with the remaining portion being sublet by Lessee in accordance with Article IV.

1.2 Condition of Premises. Lessee has inspected the Premises and has found the same to be in good condition and repair. Subject to Lessor's repair and maintenance obligations hereunder, Lessee shall accept the Premises "AS IS."

1.3 Use of Premises. The Premises shall be occupied and used by the Lessee as a maritime simulator facility/training school, for such other uses as may further the nonprofit religious and educational purposes and objectives of the Seamen's Church Institute, or for any other lawful use as may be approved by Lessor. Lessee shall have the right to sublease certain portions of the Premises to the River Heritage Museum d/b/a River Discovery Center and Paducah Film Society d/b/a Maiden Alley Cinema for use as a museum and a cinema. The

Premises shall not be used for any other purpose without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

1.4 Compliance with Law. Lessee covenants that any, every, and all uses of the Premises hereunder shall comply with all applicable federal, state, and local laws. Lessor covenants that as of the date possession is granted to Lessee, the premises are in full compliance with all applicable federal, state and local laws and regulations.

1.5 Date of Possession. Lessee shall be entitled to possession of the Premises on the Commencement Date, as identified below.

1.6 Quiet Enjoyment. Lessor warrants that it has good and marketable title to the premises in fee simple absolute, unencumbered. It shall be an express condition of Lessee's obligation to perform hereunder that, prior to the effective date of this lease either (a) any mortgage of the premises by Lessor shall be subordinated to Lessee's interest under this lease by execution of s subordination agreement in a form satisfactory to Lessee; or (b) the mortgagee shall have furnished to Lessee a nondisturbance agreement in recordable form reasonably satisfactory to Lessee.

Lessor covenants that upon Lessee's timely payment of the rent and performance of the terms, covenants and conditions to be performed by it hereunder, Lessee shall peaceably and quietly have, hold and enjoy the premises during the term subject to the terms hereof.

1.7 Local Land Use Law. Lessor warrants that the Lessee's intended use of the premises as a maritime simulator facility and training school is a permitted use under applicable zoning and land use regulations. Lessor shall indemnify Lessee and hold Lessee harmless for any loss arising from any claim that (a) the intended use of the premises is not permitted under such regulations, or (b) this lease constitutes a subdivision violation under KRS Chapter 100.

ARTICLE II
LEASE TERM

2.1 Primary Term. The primary term of this Agreement shall commence on October 1, 2021 ("Commencement Date") and continue for a period of five (5) years, unless otherwise terminated as provided herein.

2.2 Renewal Terms. Provided Lessee is not in default and this Agreement is otherwise in full force and effect, this Agreement shall automatically renew upon the terms and conditions set forth herein for one (1) successive renewal term of (5) years, unless either party shall deliver to the other party written notice of its intent not to renew at least sixty (60) days prior to the expiration of the primary term or first renewal term as the case may be.

ARTICLE III
RENTALS

3.1 Rentals. Lessee agrees to pay to Lessor as annual rental Three and 00/100 Dollars ($3.00) per square foot of Premises which is actually occupied by Lessee (currently 20,041 square feet), for a total annual rental of $60,123.00. Annual rentals shall be paid in monthly installments of Five Thousand Ten and 25/100 Dollars ($5,010.25) with the first monthly installment to be paid on or before the Commencement Date, and with successive monthly installments to be paid on or before the first day of each month.

ARTICLE IV
SUBLESSEES

4.1 Sublessees. Lessee currently sublets rent-free approximately 10,856 square feet of the premises to the River Heritage Museum d/b/a River Discovery Center and approximately 5,485 square feet to Paducah Film Society d/b/a Maiden Alley Cinema. In addition to the subleases with the River Heritage Museum and Maiden Alley Cinema, Lessee may sublet a portion of the premises to other sublessees. However, in the event that Lessee receives rentals from its sublessees in an amount that exceeds Lessee's monthly rental payment as determined under Section 3.1 ($5,010.25), all excess amounts shall be split equally between Lessee and Lessor.

Any sublease which is executed by Lessee shall be subject to the review and approval of Lessor. All sublessees shall agree to abide by the terms and conditions contained herein and to comply with any and all applicable state, local, and federal law.

ARTICLE V
MAINTENANCE, REPAIRS, AND IMPROVEMENTS

5.1 Maintenance and Repair. Except as otherwise set forth herein, Lessee shall at its costs keep the Premises in good condition and repair. Additionally, Lessee shall at its cost keep all improvements constructed upon the Premises in good condition and repair. Lessee shall also keep the entire leased Premises and improvements clear, orderly, and free of debris and waste materials. In particular, Lessee shall remove from the Premises and improvements as soon as reasonably possible all garbage, trash, and any and all other waste materials and by-products from its business, and shall at all times keep the leased Premises and improvements in a clean and sanitary condition.

Lessor shall at its cost keep the roof in a good and watertight condition and perform all necessary maintenance thereto. Lessor shall be responsible for Major Repairs to the HVAC, sprinkler system, water heaters, and plumbing. Major Repairs are defined as repairs or replacements of the HVAC system, water heaters, and/or plumbing the cumulative cost of which in a given year of this lease (from October 1 to September 30) exceeds $7,500.00. Any dispute regarding a Major Repair which cannot be resolved by the administrative staff of the Lessor and Lessee will be decided unilaterally by the Paducah City Commission. Lessor shall be responsible for maintenance and repair of the electrical system from the service transformer to Lessee's

meter. Lessee shall be responsible for all other portions of the electrical system on the premises.

All repairs, replacements, maintenance, and restoration required hereunder shall be promptly commenced and diligently prosecuted to completion. All repairs and replacements shall be made in a good and workmanlike manner, and the responsible party shall use materials at least equal in quality to the replaced materials when new.

5.2 Utilities and Services. Lessee shall be responsible for servicing the Premises and the improvements constructed thereon with all utilities that Lessee may desire and Lessee shall be responsible for all monthly charges for the utilities which are provided to the Premises, including water, gas and electricity. Lessee shall fully indemnify and save Lessor harmless from and against any and all liability for any such costs or charges. Lessee shall promptly pay all monthly charges as the same become due.

5.3 Notice and Submission of Plans for Improvements. Lessee may make, or cause to be made, on the herein leased Premises such improvements as may be necessary or appropriate in connection with the carrying on and efficient operation of Lessee's business, subject to the reasonable approval of the Lessor. Prior to the commencement of any construction at or upon the Premises, Lessee shall first cause Lessor to be given written notice of the nature and extent of the specific improvements to be undertaken.

5.4 Signs. Lessee shall be entitled to erect, maintain, and install upon the Premises identification and advertising signs appropriate to its business and use of the premises.

ARTICLE VI
LIEN CLAIMS

6.1 Lien Claims. Lessee hereby covenants to unconditionally indemnify Lessor against and save them harmless from any and all lien claims of any nature whatsoever arising out of the use and occupancy of the Premises and the improvements located thereon or in any manner connected with the construction, installation, erection, maintenance, and/or repair of any improvements, facilities and/or equipment and fixtures effectuated by Lessee, or its sublessees on or about the Premises and Lessee further agrees that it shall, in the event of any such liens are filed to forthwith effect the removal and/or satisfaction thereof. At the request of Lessor, Lessee shall furnish Lessor with written proof of payment of any item which would or might constitute the basis for such lien if not paid.

ARTICLE VII
RIGHT TO RESTORE OR REPAIR

7.1 Lessee's Right to Repair. In the event that Lessor fails to promptly effectuate any repair or maintenance it has assumed herein within a reasonable time from when such need arose, or to timely pay and satisfy any cost or expense relating thereto, Lessee may, at its option, and in addition to any other remedy Lessee may have, effectuate such restoration or repair or maintenance, or pay and satisfy the costs and expenses, with all costs of such restoration, repair, maintenance or payments made to be the sole responsibility of Lessor. Upon demand, Lessor

shall pay promptly to Lessee all costs incurred for such repair, maintenance or payments made for same. Any unpaid cost and expense incurred by Lessee shall accrue interest at the legal rate of eight percent (8%).

7.2 Lessor's Right to Repair. In the event that Lessee fails to promptly effectuate any repair or maintenance it has assumed herein within a reasonable time from when such need arose, or to timely pay and satisfy any cost or expense relating thereto, Lessor may, at its option, and in addition to any other remedy Lessor may have, effectuate such restoration or repair or maintenance, or pay and satisfy the costs and expenses, with all costs of such restoration, repair, maintenance or payments made to be the sole responsibility of Lessee. Upon demand, Lessee shall pay promptly to Lessor all costs incurred for such repair, maintenance or payments made for same. Any unpaid cost and expense incurred by Lessor shall accrue interest at the legal rate of eight percent (8%).

ARTICLE VIII
INSURANCE AND INDEMNIFICATION

8.1 Insurance.

(a.) Lessee shall maintain fire and casualty insurance on the leased Premises and the improvements located thereon in an amount of not less than the replacement values of same as reasonably determined by the Lessor, which coverage shall insure the Lessor as its interest may appear. If Lessee disagrees with the replacement value as determined by Lessor, Lessee may request that an insurance appraisal be performed on the leased premises and the improvements. If the replacement value as determined by the insurance appraisal is equal to or greater than the replacement value determined by Lessor, then Lessee shall pay the expense of the appraisal. Otherwise, Lessor shall bear the expense of the appraisal and Lessee shall be required to maintain fire and casualty insurance in the amount of the replacement value as determined by the insurance appraisal.

(b.) Lessee also shall maintain comprehensive general liability coverage covering the leased Premises and improvements located thereon, under which the Lessor will be held harmless and named as a loss payee, stipulating limits of liability of not less than One Million Dollars ($1,000,000.00) for an accident affecting any one person, Two Million Dollars ($2,000,000.00) per aggregate, and not less than Five Hundred Thousand Dollars ($500,000.00) for property damage. Lessee shall also provide adequate and sufficient workers' compensation coverage at statutory limits.

(c.) The coverage to be provided hereunder shall be in such form and amounts as are acceptable to Lessor and with such insurers as may be satisfactory to the Lessor and shall name the Lessor and the Lessee as named insureds as their respective interests may appear. Such policies shall contain a provision whereby they cannot be canceled except after thirty (30) days' written notice to the Lessor. The Lessee hereby agrees that, in the event of Lessee's failure to pay any premiums for

such insurance, the Lessor may do so and be immediately reimbursed by the Lessee. Any unpaid cost and expense incurred by Lessor for any premium shall accrue interest at the legal rate of eight percent (8%).

(d.) Certificates evidencing the herein referenced insurance coverage which Lessee shall be responsible for shall be furnished to the Lessor upon Lessor's reasonable request.

8.2 Indemnification. Lessee hereby releases and discharges Lessor from and shall fully protect, indemnify and keep and save Lessor harmless from any and all costs, charges, expenses, penalties and damages imposed for the violation of any law or regulation of the United States, or the Commonwealth of Kentucky or McCracken County, incurred by any act or omission of Lessee or Lessee's representatives, assigns, agents, servants, employees, licensees, invitees, and any other person or persons occupying under Lessee; and Lessee shall further protect, fully indemnify and save forever harmless Lessor from any and all claims, liability, costs, damage and expense, incident to injury (including injury resulting in death) of persons or damage to or destruction of property incident to, arising out of or in any way connected with Lessee's (and the others as herein referenced) use and occupancy or right of use and occupancy of the Premises, and the improvements located thereon, whether by omission or commission and irrespective of exclusive or nonexclusive rights therein, including but not limited to the operation of Lessee's business, the construction, erection, installation, existence, repair, maintenance, alteration and/or demolition of any improvements, facilities and/or equipment or the conduct of any other activities.

Lessor hereby releases and discharges Lessee from and shall fully protect, indemnify and keep and save Lessee harmless from any and all costs, charges, expenses, penalties and damage imposed for the violation of any law or regulation of the United States, or the Commonwealth of Kentucky or McCracken County, or incurred by any act or omission of Lessor or Lessor's representatives, assigns, agents, servants, employees, licensees, and invitees; and Lessor shall further protect, fully indemnify and save forever harmless Lessee from any and all claims, liability, costs, damage and expense, incident or injury (including injury resulting in death) of persons or damage to or destruction of property incident to, arising out of or in any way connected with Lessor's (and the others' as herein referenced) obligations undertaken pursuant to this lease.

ARTICLE IX
TAXES

9.1 Ad Valorem and Personal Property Taxes. Lessor and Lessee anticipate that because of Lessee's status and operation as both a religious organization and an educational institution which the IRS has determined to be tax exempt as a 501(c)(3) corporation, no ad valorem real estate or personal property taxes shall be owed by Lessee arising from Lessee's occupation and use of the leased premises. Lessor covenants that it shall cooperate with Lessee in any reasonable efforts deemed necessary by Lessee to be recognized by the applicable taxing authorities as exempt from such ad valorem taxes. In the event taxes are owed and Lessee fails to pay such taxes, Lessor may do so on Lessee's behalf and Lessor shall be entitled to

reimbursement. Amounts expended by Lessor for such taxes on Lessee's behalf shall bear interest at the legal rate of eight percent (8%), except that no interest shall accrue during such period of time that Lessee may challenge the imposition of any such tax upon it through available court or administrative proceedings.

9.2 Other Taxes and Assessments. The Lessee shall pay any and all other taxes and assessments relating to the leased Premises and improvements located thereon and Lessee's operations thereon.

ARTICLE X
LESSEE'S REPRESENTATIONS AND WARRANTIES

10.1 Corporate Standing. The Lessee is a corporation duly organized and validly existing and in good standing under the laws of the state of New York and is authorized to do business in the Commonwealth of Kentucky.

10.2 Authorized Act. The Lessee has the power and authority to enter into and perform this Lease Agreement and to incur the obligations herein provided, and has taken all action necessary to authorize the execution, delivery, and performance of this Lease Agreement. This Agreement when delivered will be valid, binding, and enforceable in accordance with the respective terms.

10.3 Adverse Proceedings. There is no pending order, notice, claim, litigation, proceeding or investigation against or affecting the Lessee, whether or not covered by insurance.

10.4 Accurateness of Representations. No representation or warranty by the Lessee contained herein or in any certificate, financial statement, or other document furnished by it pursuant hereto contains any untrue statement of material fact or omits to state a material fact necessary to make such representation or warranty not misleading in light of the circumstances under which it was made.

ARTICLE XI
HAZARDOUS WASTE

11.1 Hazardous Material Prohibited. Lessee shall not cause or permit any Hazardous Material to be located or disposed of on, under or at the leased Premises or any part thereof. For the purpose of this agreement, "Hazardous Material" shall mean any hazardous, toxic or dangerous waste, substance or material defined as such in, or for purposes of, any Environmental Law. "Environmental Law" shall mean any federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material, as now or at any time hereafter in effect.

11.2 Indemnification. Lessee agrees to indemnify and hold Lessor harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including without limitation reasonable attorney and consultant fees), claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment, and claims of any and every kind

whatsoever, paid, incurred or suffered by Lessor or asserted against Lessor by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under the leased Premises of, or the actual or threatened escape, spillage, discharge, emission, or release from the leased Premises of, or transportation of, any Hazardous Material or any noncompliance with any Environmental Law, which such referenced presence, escape, spillage, discharge, emission, release or transportation first occurs during the Lessee's occupancy of the premises under this lease or the prior lease between the parties.

Lessor agrees to indemnify and hold Lessee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including without limitation reasonable attorney and consultant fees), claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment, and claims of any and every kind whatsoever, paid, incurred or suffered by Lessee or asserted against Lessee by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under the leased premises of, or the actual or threatened escape, spillage, discharge, emission or release from the leased premises of, or transportation of, any Hazardous Material or any noncompliance with any Environmental Law, which such referenced presence, escape, spillage, discharge, emission, release or transportation occurred prior to Lessee's occupancy of the premises.

ARTICLE XII
TERMINATION

12.1 Termination. Upon the termination of this Agreement, however such termination may be brought about, whether by expiration of the terms hereof, or by cancellation or otherwise, Lessee shall quit and surrender said Premises to Lessor in good condition and repair excepting ordinary wear and tear, and any damages within Lessor's repair obligation or due to casualty.

It is the express understanding of the parties hereto that upon termination of this Agreement, Lessee shall remove from the Premises all of Lessee's equipment brought upon or erected upon the Premises. In the event Lessee shall fail to remove same from the Premises within a period of ninety (90) days following the date of termination, the Lessor shall have the following rights: (a) declare the aforesaid property to be abandoned by Lessee, in which event it is agreed that said property shall be deemed the exclusive property of Lessor; or (b) cause said property to be removed from the Premises, and all costs and expenses incurred by Lessor by reason of said removal shall be reimbursed by Lessee immediately upon demand of Lessor. Reasonable costs or expense incurred by Lessor shall accrue interest at the legal rate of eight percent (8%).

12.2 Events of Default. The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean whenever they are used in the agreement any one or more of the following events:

(a) The failure or refusal of Lessee to pay or cause to be paid any rental payment when the same becomes due or the failure or refusal of Lessee to timely pay or cause to be paid any insurance premiums, taxes, costs of repairs or maintenance, or any other charges as herein assumed by Lessee, unless such failure to pay rent

or other charge as described herein is cured within ten (10) days after written notice from Lessor is received by Lessee;

(b) Failure by the Lessee to perform any agreement, covenant, condition, obligation and/or undertaking herein contained or to observe or comply with any of the terms, provisions and conditions of this Agreement, unless such failure is cured within thirty (30) days after written notice thereof by Lessor is received by Lessee, which notice shall sufficiently describe such failure to enable Lessee to determine an appropriate cure.

(c) Proceedings in bankruptcy by or against Lessee, or for reorganization of Lessee's debts, or for the readjustment of any of its respective debts, under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing, be commenced by it or commenced against it;

(d) The insolvency, assignment for the benefit of creditors, adjudication as a bankrupt or the appointment of a receiver for substantially all of either Lessee's property and/or Lessee's interest in this Agreement;

(e) The issuance of execution against either Lessee's interest in this Agreement or any legal process which by operation of law would cause Lessee's interest in this Agreement to pass to any persons other than Lessee;

(f) In the event Lessee removes, attempts to remove or permits to be removed from said Premises, the improvements located thereon, or in the event Lessee otherwise ceases its business operations on the Premises; and

(g) Any financial statement, representation, warranty, or certificate made or furnished by Lessee to the Lessor in connection with this Agreement, or as inducement to the Lessor to enter into this Agreement, or in any separate statement or document to be delivered hereunder to the Lessor, shall be materially false, incorrect, or incomplete when made.

Upon termination of this Agreement, either in lapse pursuant to the terms of the same, or in the event of default as defined herein, after written notice of default sent by Lessor to Lessee is received by Lessee, and subject to Lessee’s right pursuant to Section 12.1 above to remove personal property, trade fixtures and equipment from the premises, Lessor may immediately, or at any time thereafter reenter the Premises without notice or demand, and remove all persons and things therefrom with or without legal process and without prejudice to any of Lessor's other legal rights, using such force as may be necessary or proper for the purpose.

Notwithstanding any such reentry, upon default by Lessee or a termination of this Agreement occasioned by reason thereof, the lease rentals due hereunder for the remainder of the then current lease term and such other charges and/or obligations if any as may otherwise be payable under this Agreement shall be and become immediately due and payable, and the

liability of the Lessee for the full amount provided herein shall not be extinguished for the balance of the term of this lease.

12.3 Holding Over. If Lessee shall, with the consent of Lessor, hold over after the expiration or sooner termination of any term of this lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to Lessor the rate of rental as agreed upon, and shall be bound by all of the provisions of this lease agreement. Such holding over period may be terminated by either party upon thirty (30) days written notice of intent to so terminate.

12.4 Casualty Damage to Premises. In the event that the Premises and improvements located thereon shall be totally destroyed by fire or the elements, or from any cause whatsoever, either party may elect within thirty (30) days after such destruction to terminate this lease, and if either party shall so elect, by giving to the other a written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Premises and improvements located thereon shall thereby only suffer partial destruction to any degree, and Lessee determines in its reasonable discretion that it is able to continue on with its business operations, Lessee's obligations hereunder shall continue and all terms and provisions of this Agreement shall be in full force and effect. In the event that by reason of the partial destruction of the Premises, Lessee must temporarily discontinue its business operations, rental payments shall be abated during such temporary period, and shall resume when Lessee resumes its operations.

12.5 Waiver. Waiver by Lessor of any breach or default of this Agreement by Lessee shall not be deemed a waiver of similar or other breaches or defaults, nor shall the failure of Lessor to take any action by reason of any such breach or default deprive Lessor of the right to take action at any time when such breach or default continues. The rights and remedies created by this Agreement shall be cumulative and nonexclusive of those to which Lessor may be entitled at law and equity. Right of exercise of all such rights and remedies is hereby reserved by Lessor. The use and availability of one remedy shall not be taken to exclude or waive the right to use of another. In order to entitle any party to exercise any remedy reserved by it in this Agreement, it shall not be necessary to file any notice other than such notice as herein expressly required.

12.6 Extended Period to Cure. The period of time permitted for Lessee to cure hereunder shall be extended if the default cannot be cured within the time period allowed herein, so long as the Lessee is diligently and continuously attempting to cure. The cure periods shall also be extended for any period of time during which the Lessee is delayed in, or prevented from, curing due to fire or other casualty, or acts of God, and other causes beyond the Lessee’s reasonable control. Notwithstanding the foregoing, there shall be no extended period in which Lessee may cure a monetary default.

ARTICLE XIII
CONDEMNATION

13.1 Condemnation. Lessor warrants to Lessee that as of the effective date hereof, Lessor has no plans to acquire by eminent domain any portion of the premises or Lessee's interest in the premises. Lessor further warrants to Lessee that to the best of Lessor's knowledge, no other governmental authority possessing the power of eminent domain has plans or has indicated any interest in acquiring by eminent domain any portion of the premises.

In the event of any governmental condemnation of any part or all of the Premises, should the portion of the Premises taken in the condemnation in Lessee's reasonable discretion substantially and adversely affect Lessee's business thereon, Lessee may, at its option, terminate this Agreement upon 30 days written notice to Lessor, and thereafter, shall not be further liable for any subsequent rentals. Should the portion of the Premises taken in the condemnation action not substantially and adversely affect Lessee's use and occupancy and their business operations, this Agreement shall continue in full force and effect according to the terms and provisions herein. Any compensation paid for the condemnation of the Premises shall be deemed the property of Lessor, except that Lessee shall be entitled to any separate claim available to Lessee for any taking of Lessee's personal property, equipment and fixtures belonging to Lessee upon the expiration of the term of the lease, and for moving expenses. If any part of the premises shall be taken and this lease shall not be terminated as provided above, the rent shall be proportionately abated and Lessor shall restore the remaining portion of the premises to substantially its former condition.

ARTICLE XIV
MISCELLANEOUS

14.1 Notices. All notices to be sent hereunder shall be sent to the following addresses:

LESSOR:
Attn: City Manager
City of Paducah
P.O. Box 2267
Paducah, KY 42002-2267

LESSEE:
Attn: Executive Director
Seamen's Church Institute of
New York and New Jersey
241 Water Street
New York, NY 10038

14.2 Inspection of the Premises. Lessor, or its appointed employees or agents, shall have the right to come upon the Premises upon reasonable notice and at reasonable times to examine and inspect the Premises for purposes of insuring Lessee's compliance with the terms and provisions of this Agreement.

14.3 Compliance with Laws. The Lessee shall at all times fully and promptly comply with all laws, ordinances and regulations and every lawful authority having jurisdiction of the Premises, and as such shall relate to the cleanliness and use of the Premises in the character and manner or operation of the business conducted on the Premises.

14.4 Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the leasing and use of the Premises. There are no representations, terms, conditions, covenants or agreements between the parties relating thereto which are not contained herein. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

14.5 Captions. The article and paragraph headings and captions contained hereunder are included for convenience only and shall not be considered a part hereof or effect in any manner the construction or interpretation of this Agreement.

14.6 Severability. In the event any provisions of this Agreement shall be deemed null and void or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

14.7 Assignment. This Agreement may not be assigned by the Lessee without the express prior written consent of Lessor, which consent shall not be unreasonably held. It is agreed, however, that any assignee shall have substantially the same or greater financial worth and condition as the Lessee.

14.8 Successors and Assigns. The covenants, terms, and conditions and obligations set forth and contained in this Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective heirs, successors, and assigns.

14.9 Effective Date. The effective date of this Agreement shall be October 1, 2021.

14.10 Right of First Refusal. To the extent permitted by applicable law, Lessor agrees not to transfer or convey all or any part of Lessor's interest in the premises without first offering Lessee the right to purchase such interest for the same amount and otherwise in accordance with the terms of any bona fide contract which Lessor has entered into. Lessor shall give Lessee written notice disclosing any intent of Lessor to transfer or convey all or any part of Lessor's interest in the premises. Lessee shall, on or before 30 days after receipt of such notice from Lessor, notify Lessor in writing that Lessee either does or does not agree to acquire the interest to be conveyed by Lessor on the terms and conditions set forth in the contract which accompanied the notice from Lessor to Lessee. If Lessee notifies Lessor that Lessee elects to exercise the right of first refusal with respect to the contract, Lessor and Lessee automatically thereupon shall be deemed to have entered into a binding and enforceable agreement for the conveyance of the interest on the same terms and conditions as set forth in the contract, except that the closing of the conveyance to Lessee of the interest to be conveyed by Lessor shall occur on the first business day which occurs 90 days after Lessee gives notice to Lessor of Lessee's election to exercise the right of first refusal.

14.11 Lessee's Interest. All rights and interests with respect to use and occupation of the premises not specifically reserved by Lessor herein, shall inhere in Lessee for the duration of Lessee's tenancy.

14.12 Memorandum of Lease. Lessor and Lessee shall execute a Memorandum of

Lease in recordable form. Lessee may record said Memorandum of Lease in the McCracken County Clerk's office, which recording shall provide record notice of Lessee's interest in the premises.

WITNESS signatures of the parties as of the year and date first above written.

LESSOR:

CITY OF PADUCAH

By:_____

Title:_____

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by _____, _____ (title) of the City of Paducah, on behalf of the City.

My commission expires _____.

_____
NOTARY PUBLIC, STATE AT LARGE

LESSEE:

SEAMEN'S CHURCH INSTITUTE OF
NEW YORK AND NEW JERSEY

By:_____

Title:_____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of September, 2021, by Mark Nestlehutt, President & Executive Director of Seamen's Church Institute of New York and New Jersey, on behalf of Seamen's Church Institute of New York and New Jersey.

My commission expires _____.

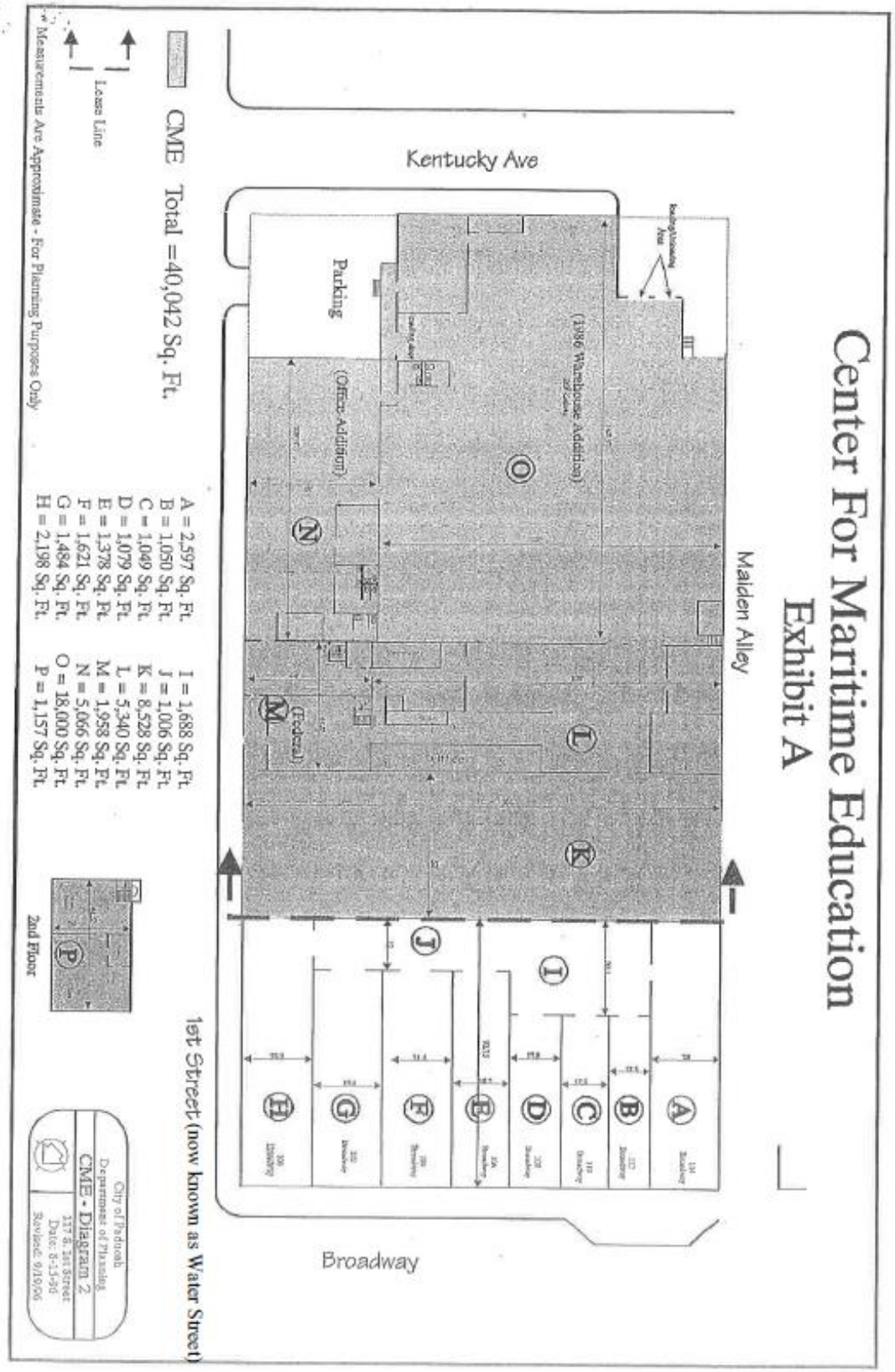
_____
NOTARY PUBLIC

EXHIBIT A

DESCRIPTION OF PREMISES

EXHIBIT A

The Leased Premises shall consist the shaded areas, labeled “K”, “L”, “M”, “N”, “O”, and “P”.



Agenda Action Form
Paducah City Commission

Meeting Date: September 28, 2021

Short Title: Approve Contract Modification to Professional Services Contract with HDR, Inc. for the Paducah Floodwall Pump Station #2 Project in the amount of $55,315.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy
Presentation By: Rick Murphy

Background Information: Summary: A contract amendment for out of scope work performed by HDR, Inc. during the Paducah Floodwall Pump Station #2 project. HDR has submitted the following additional fee schedule:

Structural Analysis	$ 8,275.00
Geotechnical & Inspection	$ 37,040.00
On-site Inspections	$ 10,000.00
Total Estimated Not to Exceed Fee Increase	**$ 55,315.00**

Background:

Original Contract Information (Ordinance 2016-08-8410, dated August 23, 2016)

As a part of the design agreement with the U.S. Department of the Army (USACE) for the design of the Floodwall Rehabilitation Project (a/k/a Ohio River Shoreline Reconstruction Project), an original contract with HDR Engineering, Inc. (HDR) was executed in August of 2016. The original contract scope is as follows:

- To finalize project plans for Pump Stations #2 and #9 for a fee of $57,500.00.
- To provide construction administration and inspection services at an hourly rate not to exceed $75,000.
- The total contract amount with HDR Engineering, Inc. is $132,500.00.

Amendment #1 (Ordinance 2018-05-8532, dated May 29, 2018)
HDR projected new construction and inspection fees for Pump Station #2 that are not to exceed time and materials amounts. These amounts are based on expanded scope and added third party inspection requirements.

- Construction Administration-$91,542
- Resident Inspection Services-$136,263
- Total: $227,805

Ordinance 2018-05-8532 increased the original contract amount from $132,000.00 to $358,162.00.

Amendment #2 (Ordinance 2020-11-8662, dated October 24, 2020)
During the construction portion of the Pump Station #2 project, HDR performed out of scope work items for design services during construction due to extended effort and unforeseen changes.

The recommendation was to amend HDR's current contract from $358,162.00 to $439,662.00.

- Construction administration/inspection shall now include the expanded scope of services as outlined above for Pump Station #2, a/k/a $81,500.
- Construction administration/inspection shall retain the remaining contract balance of $36,673.54 for Pump Station #9 expenses.
- The construction administration/inspection portion of the contract is time and materials, Not to Exceed contract. HDR will bill based on actual hours accrued on the contract.
- HDR will bill based on the updated fee for hourly services as outlined in the scope of services (see attached).

Ordinance 2020-11-8662 increased the approved professional engineering services contract from $358,162.00 to $439,662.00.

Amendment #3

During the construction portion of the Pump Station #2 project, HDR performed out of scope work items for design services during construction due to extended effort and unforeseen changes.

The recommendation is to amend HDR's current contract from $439,662.00 to a Not to Exceed amount of $494,977.00.

- Construction administration/inspection shall now include the expanded scope of services as outlined above for Pump Station #2, a/k/a $55,315.00.
- Construction administration/inspection shall retain the remaining contract balance of $36,673.54 for Pump Station #9 expenses.
- The construction administration/inspection portion of the contract is time and materials, Not to Exceed contract. HDR will bill based on actual hours accrued on the contract.
- HDR will bill based on the updated fee for hourly services as outlined in the scope of services (see attached).

Upon approval, the new agreement would increase the approved professional engineering services contract from $439,662.00 to $494,977.00

All dollars spent on this original and amended contract regarding Pump Station #2 will be reimbursed or funded through KIA/SRF Loan and/or CDBG and DRA grants.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Stormwater-Floodwall Rehabilitation

Communications Plan: Coordinate with Communications Manager on public communication

Funds Available: Account Name: Pump Station #2

Account Number: FW0014

Staff Recommendation: To adopt an Ordinance authorizing the Mayor to execute an amended agreement with HDR Engineering, Inc to reflect out of scope work items in the amount of $55,315.00. The approval of the

contract amendment will increase the total contract amount from $439,662.00 to a Not to Exceed fee of $494,977.00.

Attachments:

1. agree-amend 3 HDR floodwall pump station #2
2. Paducah FPS#2_Amend_3_091621

ORDINANCE NO. 2021-___-_____

AN ORDINANCE OF THE CITY OF PADUCAH KENTUCKY, APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING SERVICES FOR FLOOD CONTROL PUMP STATION #2 WITH HDR ENGINEERING, INC. TO REFLECT AN EXPANDED CONSTRUCTION ADMINISTRATION AND INSPECTION SCOPE AND TO INCREASE THE AGREEMENT IN AN AMOUNT OF $55,315 AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, on August 30, 2016, the City and HDR Engineering, Inc., (the "Engineer") entered into a Short Form Agreement for Professional Services (the "Agreement") whereby the City engaged the Engineer to provide professional engineering, design, consulting and related services in connection with the improvement and rehabilitation of Flood Control Pump Stations #2 and #9 (the "Project") in an amount of $132,000 as approved by Ordinance No. 2016-08-8410; and

WHEREAS, the City of Paducah entered into Amendment No. 1 to the Agreement to increase the original Agreement to $358,162 due to an expanded scope and added third party inspection requirements as approved by Ordinance No. 2018-05-8532; and

WHEREAS, the City of Paducah entered into Amendment No. 2 to the Agreement to increase the Amended Agreement from $358,162 to $439,662, as approved by Ordinance No. 2020-11-8662; and

WHEREAS, during the construction portion of the Pump Station #2 project, HDR performed out of scope work items for design services during construction due to extended effort and unforeseen changes; and

WHEREAS, the City of Paducah now wishes to amend the Agreement to included the expanded scope of services and to increase the contract from $439,662 to an amount not to exceed $494,977.

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

SECTION 1. Recitals and Authorization. The City hereby approves the Third Amendment to the Professional Service Agreement with HDR Engineering. Inc., for an increase in a not to exceed amount of $55,315 for expanded construction administration and inspection services for Pump Station #2. Said Third Amendment results in a total Agreement cost of $494,977. It is further determined that it is necessary and desirable and in the best interests of the City to enter into this Third Amendment. Further, the Mayor of the City is hereby authorized to execute all documents related to said Amendment.

SECTION 2. Compensation. All dollars spent on the original and amended Agreement regarding Pump Station #2 will be reimbursed or funded through KIA/SRF Loan and/or CDBG

and DRA Grants. The expenditure authorized in Section 1 above shall be paid through the Pump Station # 2 Rehab Project Account No. FW0014.

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.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, September 28, 2021
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____
ord\eng\agree-amend 3 HDR floodwall pump station #2

AMENDMENT #4 TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FLOOD PUMP STATIONS #2 AND #9-10032833

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on August 30, 2016 to perform engineering services for the **CITY OF PADUCAH, KENTUCKY (**"OWNER"**);**

CITY OF PADUCAH, KENTUCKY desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and **CITY OF PADUCAH, KENTUCKY** do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I shall include the following services: Additional design services during construction per attached Exhibit A.

Section IV shall be:

LUMP SUM:	
ORIGINAL CONTRACT:	$57,500.00
AMENDMENT #1:	$36,183.46
TOTAL:	$93,683.46
HOURLY, NOT-TO-EXCEED:	
ORIGINAL CONTRACT:	$ 75,000.00
AMENDMENT #2:	$189,478.54
AMENDMENT #3:	$ 81,500.00
AMENDMENT #4:	$ 55,315.00
TOTAL:	$401,293.54
TOTAL CONTRACT FEE:	$494,977.00

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")	CITY OF PADUCAH, KENTUCKY ("OWNER")
By:	By:
Name: Ben R. Edelen	Name: George P. Bray
Its: Sr. Vice President/Area Manager	Its: Mayor
Date: September 16, 2021	Date:

Exhibit A

August 26, 2021

Mr. Rick Murphy, PE
City Engineer
City of Paducah, KY
300 South 5th Street
PO Box 2267
Paducah, KY 42002

RE: HDR Contract Financial Status
Paducah Flood Pump Station #2 & #9 Improvement Projects

Dear Mr. Murphy,

HDR has performed out of scope work items for design services during construction due to extended effort and unforeseen changes as follows:

- Per the request of the City and the USACE, HDR provided additional structural analysis of the station to review seismic code conformance. This analysis required additional structural calculations and research of the original pump and motor weights. It was found that the new pumps and motors were within the allowable tolerance per code.

- During excavation and installation of the new discharge piping, unsuitable soil conditions were encountered causing the floodwall to be unstable. HDR's geotechnical professionals investigated several options of potential repair, including developing a sheeting plan. Additional testing, engineering, inspection, and coordination with the USACE was necessary to determine an appropriate solution and to monitor the contractors progress in rebuilding the floodwall. The changes in construction have also required additional funding assistance through SRF/KIA.

- Additional expenses due to on-site inspection of pump performance testing and casting inspections are required by the contract specifications. HDR and City of Paducah staff will travel to the pump manufacturer (Cascade) headquarters located in Sante Fe Springs, California to witness the performance testing. The additional expenses are estimated at $10,000.

Below is an estimate of hours per rate category for the out-of-scope work items:

Structural Analysis

Category	Hours	Rate	Fee
Project Manager	12.5	$200	$2,500
Project Engineer	38.5	$150	$5,775
		Total	$8,275

Geotechnical & Inspection

Category	Hours	Rate	Fee
Project Manager	10	$200	$2,000
Construction Administrator	58	$155	$8,990
Project Engineer	24.5	$150	$3,675
Resident Engineer	125	$115	$14,375
Additional Testing			$8,000
		Total	$37,040

In addition to the request for additional fee for the hourly services, HDR respectfully requests inclusion of the following geotechnical and materials testing prices into the contract:

- Standard Proctor - $151/each
- Atterburg Limits - $70/each
- Sieve Analysis with #200 Wash - $102/each
- Permeability Test - $477/each

Due to these scope changes, HDR is requesting an increase to the hourly not to exceed portion of the contract in the amount of $55,315 to a new ceiling amount of $401,293.54. The total new contract amount, including the lump sum portion, would be $494,977.00.

Please let me know if there are any questions or if you need additional information.

Sincerely,

Kyle R. Guthrie, P.E.
Associate Vice President

Kelly Meyer, PE, PLS
Vice President

cc: Mike Hansen, PE
Sheryl Chino
Melanie Townsend